CITY OF TITUSVILLE

CITY COUNCIL

AGENDA

Regular Meeting

October 14, 2025 - 6:30 PM

Council Chamber at City Hall

555 South Washington Avenue, Titusville, FL 32796

Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

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

1. CALL TO ORDER

2. INVOCATION

A. **Invocation**

Pastor Paul Andris from Calvary Chapel Titusville will give the invocation.

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

A. **Minutes**

Approve the minutes of the regular City Council meetings on August 12, 2025, August 26, 2025 (6:30 p.m.), and September 9, 2025 and special City Council meetings on September 18, 2025 and September 22, 2025 (Attorney-Client Session).

5. SPECIAL RECOGNITIONS & PRESENTATIONS

6. BOARDS AND COMMISSIONS

A. **Board of Adjustments and Appeals**

Appoint one (1) alternate member (Public-at-Large) to the Board of Adjustments and Appeals for an unexpired term to expire on July 31, 2027.

B. **Titusville Environmental Commission (TEC) Landscape Management Trust Fund**

Consider the TEC's recommendation to Council.

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

8. CONSENT AGENDA

A. **Task Order No. MHTO005 for the City of Titusville Reclaim Aquifer Storage and Recovery (ASR) Well Feasibility Study**

Approve the award of Task Order #MHTO005 to Mead and Hunt in the amount of $59,792 to provide engineering consulting services including a feasibility study for an aquifer storage and recovery (ASR) well to manage excess reclaimed water through both storage and withdrawal capabilities, and authorize the City Manager to execute the Task Order.

B. **Purchase of Response Capable Staff Vehicle**

Approve purchase of a 2025 Chevrolet Traverse AWD 4dr RS w/2RS response capable staff vehicle. The vehicle will be purchased from Alan Jay Fleet Sales using Contract number 5179-2025 City of Tallahassee. Purchase price on current quote #64921-2 is in the amount of $60,789.00.

C. **Award of Citywide Janitorial Services Contract**

Approve the final scoring and award the contract to American Facility Services, Inc. of Alpharetta, GA, and authorize staff to conduct the final negotiations with the firm not to exceed $225,000 annually. Additionally, authorize the Mayor to execute the subsequent negotiated contract subject to the review of the City Attorney, City Manager, and Purchasing and Contracting.

D. **Acceptance - Fire Dept. FY24 Staffing for Adequate Fire and Emergency Response (SAFER) Grant for 3 firefighters**

Accept FY24 SAFER Grant award and approve the associated budget amendment.

E. **Water Allocation Permit - Big Dan's Car Wash Titusville Commons**

Approve the issuance of a water supply capacity allocation permit in the amount of 18,298 gallons per day for the Big Dan's Car Wash development on Cheney Highway.

F. **Change Order - Fire Stations Humidity Assessment**

Approve change order #1 to Task Order # AECOMTO08, Fire Station Humidity Assessments, to AECOM, Inc. in the amount of $46,044.25 for Design, Permitting, and Construction Phase Services to Fire Headquarters, Fire Station 11, and Fire Station 13 buildings.

G. **FY26 Starfire Corporation Contract Amendment for Red, White, & Boom Fireworks Display**

Approve the requested six-month extension to the Starfire Corporation agreement for the provision of fireworks for the July 4, 2026 event at a cost of $38,500 and authorize the Purchasing & Contracting Administrator to execute the extension agreement.

H. **2026 Medicare Medical and Pharmacy Plan Options for City Retirees for January 1, 2026 through December 31, 2026**

Approve the 2026 Medicare Supplement and Medicare Part D Prescription Drug Plan renewal with Cigna and approve the 2026 Medicare Advantage PPO Plan with RX with Humana for City retirees eligible for Medicare; and authorize the City Manager to execute the agreement documents upon review and approval from Purchasing , the City Attorney and the City Manager.

I. **Award of Contract - Community Shade Stop**

Approve the award of the Community Shade Stop contract to SDV Services of Titusville, Fl in the amount of $37,900.00 for the installation of one (1) community shade stop and associated bench, bike rack and trash receptacle and authorize the Mayor to execute the contract funded through the Community Development Block Grant (CDBG) grant program.

J. **Live Work Units in the Office Professional (OP) zoning district**

Approve advisability directing the staff to draft an ordinance permitting Live/Work units in the Office Professional (OP) zoning district.

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

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

A. **Small Scale Amendment (SSA) Application No.2-2024 - State Road 405 & Singleton Avenue - PD SOUTH**

This item will not be heard. The item will be re-advertised and rescheduled to a future meeting.

B. **Right of Way Vacate (ROW) Application No. 2-2025 - Orange Street**

Conduct the public hearing and **deny** Resolution No. 18-2025 vacating, abandoning, and discontinuing certain public streets for a portion of the Orange Street public right of way. (This item was tabled at the regular City Council meeting on September 23, 2025.)

On September 17, 2025, the Planning and Zoning Commission

recommended denial based on its inconsistency with the comprehensive plan criteria spelled out in the Transportation Element Policy 1.6.2. The motion for denial was approved, 7-0.

C. **Conditional Use Permit Application No. 2-2025 Cold Spot Food Truck**

This item was withdrawn by the applicant.

10. ORDINANCES - FIRST READING

A. **Small Scale Amendment (SSA) Application No. 6-2025 - Annexation, Small Scale Comprehensive Plan Map Amendment, and Rezoning of Golden Knights Boulevard Industrial**

Conduct the first reading of ordinances for SSA No. 6-2025 to Annex, Small Scale Comprehensive Plan Map Amendment, and Rezone the property located at Golden Knights Boulevard.

Ordinance No. 32-2025 amending Section 7, Chapter 63-2001, Laws of Florida, special acts of 1963, by annexing certain property located south of Golden Knights Blvd and east of Tico Road having parcel id numbers: 23-35-02-01-*-90, and 23-35-02-01-*-77 to be included within the City limits; providing for severability; providing for repeal of conflicting ordinances and providing for an effective date. This is a legislative item.

Ordinance No. 33-2025 amending the Code of Ordinances by amending Ordinance No. 60-1988, which adopted the Comprehensive Plan of the City of Titusville, by amending the future land use map, by changing the land use designation on approximately 9.18+/- acres of property located south of Golden Knights Blvd and east of Tico Road, having Brevard County parcel id numbers 23-35-02-01-*-90, and 23-35-02-01-*-77, from the Industrial (Brevard County) future land use designation to the Industrial (City of Titusville) future land use designation; providing for severability; providing for repeal of conflicting ordinances; and providing for an effective date. This is a legislative item.

Ordinance No. 34-2025 Amending Ordinance No. 5-1993 of the City of Titusville, by amending the zoning map made a part of said ordinance by reference by changing the Light Industrial (IU) (Brevard County) zoning district to the Industrial (M-2) zoning district on approximately 9.18+/- acres of property located south of Golden Knights Blvd and east of Tico Road, having Brevard County parcel id numbers 23-35-02-01-*-90, and 23-35-02-01-*-77; providing for severability; providing for repeal of conflicting ordinances; and providing for an effective date. This is a quasi-judicial item.

The public hearing is scheduled for the regular City Council meeting on October 28, 2025, at 6:30 p.m.

At their regular meeting on October 8, 2025, the Planning and Zoning Commission, acting as the Local Planning Agency, recommended the following: (1) Approval of the annexation of 9.18+/- acres, 7-0; (2) Approval of the Comprehensive Plan Land Use Amendment from Industrial (Brevard County) to the City's Industrial Future Land Use designation, 7-0; and (3) approval of the rezoning from Light Industrial IU

(Brevard County) to the City's Industrial (M-2) zoning district, 7-0.

11. OLD BUSINESS

12. NEW BUSINESS

A. **Harbor Lakes - Final Plat**

Approve the Final Plat, Covenants and Bonds for Harbor Lakes subdivision located north of Knox McRae Drive. This is a quasi-judicial item.

At their regular meeting on October 8, 2025, the Planning and Zoning Commission recommended approval of the Harbor Lakes Final Plat as presented, 7-0.

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

14. MAYOR AND COUNCIL REPORTS

A. **Mayor's Report**

The Mayor will provide his individual report.

B. **Council Reports**

Council Members will provide their individual reports.

15. CITY MANAGER'S REPORT

A. **City Manager's Report**

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

16. CITY ATTORNEY'S REPORT

A. **Request for Litigation Executive Session**

Request for an Executive Session with the City Council to discuss a pending litigation in the matter of the *Estate of James Lowrey vs. Joshua Payne and the City of Titusville*, Case Number 23-CV-01313-PGB-LHP, currently pending in the United States District Court, Middle District of Florida, for the purpose of discussing litigation expenses and strategy.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Minutes**

Department/Office: City Clerk

Recommended Action:
Approve the minutes of the regular City Council meetings on August 12, 2025, August 26, 2025 (6:30 p.m.), and September 9, 2025 and special City Council meetings on September 18, 2025 and September 22, 2025 (Attorney-Client Session).

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. Draft Minutes - August 12, 2025
2. Draft Minutes - August 26, 2025 (6:30 p.m.)
3. Draft Minutes - September 9, 2025
4. Draft Minutes - September 18, 2025
5. Attorney-Client Session - September 22, 2025

City Council
Regular Meeting
August 12, 2025

The City of Titusville City Council met in regular session on Tuesday, August 12, 2025, at Titusville City Hall, second floor, Council Chamber, 555 South Washington Avenue, Titusville, Florida 32796.

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

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Pastor Tom Porter from the Temple Baptist Church gave the invocation. Mayor Connors led those present in the *Pledge of Allegiance to the Flag*. Additionally, City Clerk Wanda Wells read the procedure for public comment and participation.

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APPROVAL OF MINUTES

City Manager Abbate advised the request was to approve the minutes of the regular City Council meetings on July 8, 2025 and the special City Council meeting on July 19, 2025.

Motion: Member Nelson moved to approve the minutes of the regular City Council meetings on July 8, 2025 and the special City Council meeting on July 19, 2025. Vice-Mayor Cole seconded the motion. The motion carried unanimously.

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SPECIAL RECOGNITIONS & PRESENTATIONS – None.

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BOARDS AND COMMISSIONS

Board of Adjustments and Appeals - City Manager Abbate advised that the Board of Adjustments and Appeals semi-annual written report was included in the agenda packet. No action was requested.

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Motion: Member Nelson moved to hear Item 12A - Food Pantries after Item 7A - Petitions and Requests from the Public Present. Member Stoeckel seconded the motion. The motion carried unanimously.

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

Kathleen O'Rourke thanked City Manager Abbate for providing information on the Flash Point Survey that was advertised in the water bill. She stated that the survey collected demographic data on age and gender, had 256 participants, and an equal representation of men and women. She expressed concern that very few young people completed the survey, with the majority of respondents being over the age of 65, which she believed was an issue.

Chaz Prickett discussed the addition of a drive-thru coffee restaurant being built near the residential neighborhood he lived in, Hickory Hills. Mr. Prickett stated that he was not in support of this development and expressed concern about the additional traffic that would be generated in the area. Mr. Pickett stated that development of this area could increase the risk of flooding in the Hickory Hills neighborhood.

Kendra Wilson stated that she was a resident of Hickory Hills and expressed concern about the proposed drive-thru coffee shop at 4530 Hickory Hills Blvd. She stated that the development was located near the main entrance to the neighborhood and raised concerns about increased traffic, particularly during peak morning hours. Ms. Wilson also noted that the access point for the development was the only traffic light serving the Hickory Hills community.

Stacey Hopper stated that she was reviewing the Dutch Brother Coffee site plan on the City's website but could not tell where the access points to the property were located. She expressed concern for the traffic it could cause on Hickory Hills Blvd. Ms. Hopper requested that the City encouraged Dutch Brothers to move their access points on to State Road 50.

Community Development Director Brad Parrish stated the site plan discussed by the previous speaker was already approved. It went through the administrative process and met all the requirements of the City's Code for traffic, safety, design, setbacks, landscaping and zoning criteria. It was an approved site plan; the next step was a permit for construction. The entrance was off Hickory Hill Blvd.

Member Moscoso asked whether there was an option for the access point to connect directly to State Road 50. She stated that the current proposed access on Hickory Hills Blvd was very close to the intersection with State Road 50 and could lead to traffic backups.

Community Development Director Brad Parrish stated that while it was possible, the developer had likely considered that option and determined that the current proposal was the safer alternative. He also noted that State Road 50 was maintained by the Florida Department of Transportation

(FDOT), which had its own standards that would permit a turn into the property from State Road 50.

A citizen expressed concern for pedestrian safety at the entrance of Hickory Hills. She stated that the intersection of Hickory Hills Blvd and State Road 50 already had safety issues and the addition of the development could potentially cause more safety concerns.

Stan Johnston expressed concern that the stoplight at Hickory Hills Blvd could become overloaded with the addition of a new development at the entrance to the Hickory Hills neighborhood and State Road 50. He stated that he was not in support of this or other proposed projects within the City, etc.

Wendy Shumate discussed the addition of a coffee shop, Dutch Brothers, near the entrance of Hickory Hills subdivision. She expressed concern for the safety and noise pollution from the addition of the coffee shop. Ms. Shumate asked the council members to try and work on a solution to address the concerns for the community.

Thomas Graves stated that he agreed with the previous speakers regarding concern for access to the proposed coffee shop on Hickory Hills Blvd. Mr. Graves stated that he knew the City could not stop growth, but they could try to manage it.

Sally Osgood stated that she lived in Hickory Hills Subdivision and was concerned about access to the proposed coffee shop on Hickory Hills Blvd. She also discussed the traffic light at Hickory Hills Blvd and State Road 50, stating that the timing of the light was inefficient.

Charles Carpenter discussed cut-through traffic in the Hickory Hills neighborhood near State Road 405. He stated that the increased traffic was damaging the roads on Hickory Hills Blvd and expressed concern that the addition of a coffee shop would worsen the situation.

Nancy Carlston stated that she was not against the proposed coffee shop, but she was concerned about the safety and traffic that would be caused by it.

Several residents of the Hickory Hills Subdivision expressed concerns on a proposed access (ingress and egress) on Hickory Hill Blvd and for the safety, traffic congestion, and noise pollution, in relation to a new business that would be built on Highway 50 (reportedly a coffee company that would have a drive-through window) located in close proximity to the entrance of the subdivision. The project would not come before the Council due to there were no actions that required Council's consideration, such as rezoning the property was not requested by the developer, etc. Instead, the developer's next steps were to obtain a permit for construction, etc.

Council discussed whether the developer or business owner might be willing to limit and provide access for the business solely on Highway 50. Also discussed: Highway 50 was governed by the Florida Department of Transportation (FDOT), the FDOT had its own standards, staff would have to research the requirements, having staff contact the developer to discuss whether the developer was open to other options on the access, and subsequently whether the developer would agree to install signage indicating the desired direction of traffic into the business, if an access was installed

along Hickory Hill Blvd, etc. Staff also was ready to obtain any citizens' contact information at the Council meeting, who desired being informed on any developments that was related to the concerns expressed by the residents.

Christina Michelle stated that she was not in support of the reinstatement of Titusville Police Officer Baez. Ms. Michelle discussed officer Baez's disciplinary record with Titusville Police Department and expressed concern for him serving as a Police Officer, etc.

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Food pantries – City Manager Abbate advised the request was to consider the findings and provide direction on a draft ordinance.

On June 10, 2025, the Council approved an advisability for staff to review zoning requirements to allow food pantries to operate in Titusville, as requested by Member Nelson. In addition, the advisability included determining if there were any City properties available for distribution. Enclosed for Council's review was a first draft of an ordinance, a 2010 issue of Zoning Practice, and a publication by the American Planning Association on the topic of social services.

Community Development Director Brad Parrish reviewed the draft ordinance and asked council for direction.

Wayne Cook, the Pastor at First United Methodist Church, shared that the church had recently partnered with North Brevard Charities to assist with the food bank/pantry. Mr. Cook noted that food pantries were often operated by churches located in residential areas, and that prohibiting them in such areas could be viewed as a denial of religious practice. He also stated that First United Methodist Church has operated a food pantry for the past fifteen to twenty years without any safety issues.

Stephanie Palacios, Director of Government Relations at Second Harvest Food Bank of Central Florida, the largest hunger relief organization in Central Florida stated that she looked forward to meeting with Community Development Director Brad Parrish to discuss food pantries. She noted that eleven food pantries in the City of Titusville received the majority of their food from Second Harvest and collectively distributed over 500,000 meals within the City.

Stan Johnston stated that he had participated in food pantries in the City of Titusville through different churches. Mr. Johnston discussed food pantries in different areas of Titusville, the Titusville Police Department and crime, etc.

Darcia Bair stated that she was speaking for Gina Stanford with Hummingbird Pantry who could not attend the meeting. She stated that she was looking forward to council joining their next food distribution on August 22, 2025, from 10:00 a.m. to 3:00 p.m.

Member Stoeckel stated that she did not want to overregulate requirements and make it more difficult for the food pantries to serve the community.

Member Moscoso stated that she agreed with Member Stoeckel. Member Moscoso also stated that she previously worked with an organization that partnered with Second Harvest Food Bank of Central Florida. Member Moscoso did not want to create barriers for people who needed to receive food.

Member Nelson stated that North Brevard Charities wanted to partner with a church to run a food pantry across from the church on property that was owned by the church. Member Nelson stated that she did not want to put restrictions on food pantries and did not want to prohibit them from operating in residential areas.

Mayor Connors asked why North Brevard Charities could not open a food pantry at their office on Hopkins Avenue.

Community Development Director Brad Parrish stated that he would have to look into their situation specifically, but it was located in Indian River City Neighborhood. There was a special zoning district that was approved by council to address social services in that neighborhood several years ago in response to concerns of the residents in that neighborhood. It grandfathered what was there at the time but prohibited their expansion in that neighborhood.

Mayor Connors asked which zoning districts currently allow food pantries to operate.

Community Development Director Brad Parrish stated that he would need to do more research. He suggested that council reviewed the current conditions for the "community service" use.

Vice-Mayor Cole stated that he was in support of grandfathering the current food pantries, wherever they were currently located and working with the requests for new food pantries. Vice-Mayor Cole did not want to put restrictions on organizations helping the community.

Council discussed various viewpoints and provided direction for the City Manager and staff. Staff would return to a future Council meeting with their findings, information, options, and a draft ordinance for further discussion.

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CONSENT AGENDA

Member Stoeckel advised that she wanted to pull Consent Agenda Item 8C - Code Enforcement Lien Reduction Request for 2110 South Louisiana Street for discussion.

Member Nelson advised that she wanted to pull Consent Agenda Items 8F - Employment Agreement for the City Manager and 8G - Employment Agreement for the City Attorney for discussion.

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

A. Hurricane Nicole Hazard Mitigation Grant Program - Records Annex Generator - Approve Hurricane Nicole Hazard Mitigation Grant Program - Records Annex Generator Award and authorize Mayor Connors to sign the "Federally Funded Subaward and Grant Agreement" and required certifications.

B. Lease Extension 2910 Garden Street for FY2026 - Approve the lease extension for 2910 Garden Street for use by the City of Titusville Public Works Department as the Operations office space. Additionally, authorize the Mayor to execute the lease subject to resolution of terms to the satisfaction of the City Manager, City Attorney, and the adoption of the FY2026 Budget.

C. Code Enforcement Lien Reduction Request for 2110 South Louisiana Street - Approve the Special Magistrate's recommendation for a code enforcement lien reduction to the amount of $3,000 plus $198.97 in City cost for a total of $3,198.97 and payable to the City of Titusville within 90 days. This action is for the property located at 2110 South Louisiana Street. The Magistrate has based his findings on the requirements of City Code Section 31-71(g).

D. FY25 Medical Claims Budget Amendment - Approve Budget Amendment in the amount of $1,198,865 for medical claims to cover the remainder of FY 2025.

E. Lime Slurry Removal Services Contract Award - Approve the award of the Lime Slurry Removal Services Contract to KAG Specialty Products, Inc. of North Canton, OH in the amount of $203,000.

F. Employment Agreement for the City Manager - Approve the Employment Agreement for the City Manager.

G. Employment Agreement for the City Attorney - Approve the Employment Agreement for the City Attorney.

H. HVAC Services Contract Award - Approve the award of the HVAC Service contract to Southeast Services of CFL, Inc, Rush Facilities, LLC, and Air Mechanical & Service Corp for the completion of HVAC-related projects on an as-needed basis for an annual amount not to exceed $100,000; and authorize the Mayor to execute the contract.

I. Fiscal Year 2025 Road Reconstruction/Resurfacing Project Change Order #1 - Approve change order #1 of the FY25 Road Reconstruction / Resurfacing Project to MASCI General Constructors, Inc. of Port Orange Beach, FL in the amount of $359,548.66 for the construction of 1.74 miles of additional road resurfacing improvements.

J. Stormwater and Piping Installation Services Funding Increase - Approve an increase of $727,209 to the annual authorized amount for the construction of various utility maintenance and improvement projects under contract CN23B019/TB on an as-needed basis for an annual amount not to exceed $1,227,209.

Assistant City Clerk Jolynn Donhoff advised that one speaking card was submitted for Consent Agenda Item 8C and an additional speaking card for Consent Agenda Items 8A, 8B, 8C, 8D, 8E, 8F, 8G, and 8J.

Stan Johnston discussed how he was previously removed from a City Council meeting and asked to sit down for being off topic, etc.

Motion: Member Nelson moved to approve Consent Agenda items A, B, D, E, H, I and J in accordance with recommendations. Vice-Mayor Cole seconded the motion.

The motion carried unanimously.

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Code Enforcement Lien Reduction Request for 2110 South Louisiana Street – City Manager Abbate advised the request was to approve the Special Magistrate's recommendation for a code enforcement lien reduction to the amount of $3,000 plus $198.97 in City cost for a total of $3,198.97 and payable to the City of Titusville within 90 days. This action was for the property located at 2110 South Louisiana Street. The Magistrate has based his findings on the requirements of City Code Section 31-71(g).

Carl Del Prete thanked the City for reducing the lien on his property. He stated that he purchased the undeveloped land with the intention of building a house. Mr. Del Prete explained that the grass became overgrown, but he was unaware of the issue because the Code Enforcement notice was sent to the contractor and not to him directly. Upon learning of the violation, he hired a lawn service to maintain the property on a biweekly basis.

Stan Johnston stated that he was in support of this item. Mr. Johnston discussed issues that he had with Code Enforcement and the Titusville Police Department, etc. Mr. Johnston stated that he supported Code Enforcement Manager Glenn Tolleson.

Code Enforcement Manager Glenn Tolleson stated that Code Enforcement provided notice to DWB Developers Inc. and the registered agent of the property. He explained that Carl Del Prete was a member of DWB Developers Inc., and that all certified letters sent by Code Enforcement were signed for. However, the lien continued to increase because DWB Developers Inc. was not forwarding the notices to Mr. Del Prete. Mr. Tolleson noted that once Mr. Del Prete became aware of the violation, he took immediate action to correct the issue, and there have been no further problems since.

Member Nelson stated that she was in support of reducing the lien to $1,500 plus $198.97 in City cost.

Member Stoeckel advised that she was in support of reducing it if the $198.97 in City cost was paid.

Member Moscoso stated that she was in support of the Special Magistrate’s recommendation.

Mayor Connors stated that he was in support of the Special Magistrate's recommendation.

Motion: Member Nelson moved to approve the Special Magistrate's recommendation for a code enforcement lien reduction to the amount of $1,500 plus $198.97 in City cost for a total of $1,698.97 and payable to the City of Titusville within 60 days for the property located at 2110 South Louisiana Street.

The motion died for a lack of second.

Motion: Member Stoeckel moved to approve the Special Magistrate's recommendation for a code enforcement lien reduction to the amount of $3,000 plus $198.97 in City cost for a total of $3,198.97 and payable to the City of Titusville within 90 days for the property located at 2110 South Louisiana Street, as recommended. Member Moscoso seconded the motion. The motion carried unanimously.

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Employment Agreement for the City Manager - City Manager Abbate advised the request was to approve the Employment Agreement for the City Manager.

The proposed employment agreement outlines the terms and conditions of employment for the City Manager.

Stan Johnston discussed a homeless person receiving a court order, etc.

Member Nelson advised that she had a problem with the amount of severance pay if an employee was terminated. Member Nelson stated that the employee agreement was currently at severance pay for twenty (20) weeks, but she felt more comfortable with twelve (12) weeks or sixteen (16) weeks.

Member Stoeckel advised that she was not in support of less then twelve (12) weeks of severance pay if an employee was terminated.

Motion: Member Nelson moved to approve the employment agreement in accordance with the recommendations and as modified to Agreement Section No. 4 – Termination and Severance Pay and Section No. 4 A to include sixteen (16) weeks. Member Stoeckel seconded the motion. The motion carried unanimously.

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Employment Agreement for the City Attorney - City Manager Abbate advised the request was to approve the Employment Agreement for the City Attorney.

The proposed employment agreement outlines the terms and conditions of employment for the City Attorney.

Stan Johnston stated that he was not in support of the employee agreement for the City Attorney. Mr. Johnston stated that he contacted Scott McHenry to inform him of things going on in the City of Titusville. Mr. Johnston discussed an email that he sent to City staff, etc.

An updated proposed agreement was emailed to City Council earlier in the afternoon and a duplicate copy was distributed at the Council meeting.

Motion: Member Nelson moved to approved the most updated agreement in accordance with the recommendations and as modified to include a provision that acceptance of severance pay would require a full general release in favor of the City of Titusville. The modification and update to the Agreement language was made to Agreement Section No. 3 – Termination and Severance Pay, Section 3 A – Without Cause. Vice-Mayor Cole seconded the motion.

Discussion: Member Moscoso asked if there was a performance evaluation for the City Attorney. Attorney Jim Stokes advised that there was a performance evaluation for the City Attorney.

Member Stoeckel confirmed that it was the most updated employee agreement that included the modification and update to the Agreement language was made to Agreement Section No. 3 – Termination and Severance Pay, Section 3 A – Without Cause.

The motion carried unanimously.

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ORDINANCES – SECOND READING, PUBLIC HEARING AND RELATED ACTION – None.

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ORDINANCES-FIRST READING – None.

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OLD BUSINESS

Outsourcing Registry of Foreclosed and Vacant Properties – City Manager Abbate advised that City Council requested to review the Selection Committee's rankings and provide direction on whether to proceed with outsourcing the registry of foreclosed and vacant properties to the number one (1) ranked firm Hera Property Register, or to continue managing the process in-house through the Code Enforcement Division.

If Council direction was to outsource, authorize staff to conduct final negotiations with Hera Property Register and authorize the Mayor to execute the subsequent negotiated contract subject to the review of the City Attorney and City Manager.

Stan Johnston stated that he did not understand the item; therefore, he would not comment on it. Mayor Connors stated that he was in support of increasing the City's fee from $150 to $300 and requested the City Attorney's Office look into making that change.

Member Moscoso stated that Code Enforcement was heavily involved and expressed concern about whether the Code Enforcement Department could handle the workload associated with the registry of foreclosed and vacant Properties.

Code Enforcement Manager Glenn Tolleson advised that the registry of foreclosed and vacant properties took up 8% of the Code Enforcement Departments time, they were very involved in helping the community. He stated that there were over 470 liens on properties in the City of Titusville and Code Enforcement had been working with property owners to comply.

Member Moscoso requested that Code Enforcement Manager Glenn Tolleson provide an update to the City Council in six months regarding the program.

Member Stoeckel stated that she felt this would free up some time for the Code Enforcement Department and she was in support of this item. Member Stoeckel advised that she agreed with Member Moscoso and requested an update in six months.

Motion: Member Nelson moved to approve outsourcing the registry of foreclosed and vacant properties to the number one (1) ranked firm Hera Property Register and authorizing staff to conduct final negotiations with Hera Property Register and authorized the Mayor to execute the subsequent negotiated contract subject to the review of the City Attorney and City Manager, as recommended. Vice-Mayor Cole seconded the motion. The motion carried unanimously.

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Motion: Member Nelson moved to approve the City Manager and staff bringing back a proposed ordinance to Council amending and raising the fee structure for foreclosed and vacant properties, from $150 to $300 (Present fee structure set by Resolution No. 30-2023) and request that staff report back on what other cities were doing (on these matters). Vice-Mayor Cole seconded the motion.

Stan Urban, National Sales Manager for Hera Property Registry stated that the national average out of the 250 communities that they were in business with was $325 semi-annually, but there were communities that charged as much as $550 or as low as $75. Mr. Urban stated that he could provide the City with the best practice ordinance to raise the fees, if interested.

Stan Johnston thanked the City for allowing him to speak.

The motion carried unanimously.

xxx

NEW BUSINESS

Food pantries – This item was heard previously in the meeting.

xxx

Live Local Advisability - City Manager Abbate advised the request was to approve advisability directing the staff to propose an amendment to the City's Live Local Ordinance.

Community Development Director Brad Parrish advised that on July 1, 2025, Senate Bill 1730 became law, which amended critical portions of the Live Local Act. The most significant changes address Planned Unit Developments, parcels owned by religious institutions, a new mixed-use definition, historic preservation protections, flexible parking provisions, and a new annual reporting requirement.

Enclosed for Council's information was the City's Live Local ordinance No. 18-2024 and resolution No. 9-2024. On July 22, 2025, the City Council tabled this item to the regular City Council meeting on August 12, 2025.

Stan Johnston stated that he did not know much about this item, but he would continue to ask questions. He discussed an email that he sent to council, etc.

Member Stoeckel asked for more information on the Mixed-Use definition and the flexible parking provisions.

Community Development Director Brad Parrish reviewed the list of proposed changes. He stated that mixed-use included parks and the mixed-use component could only require up to ten (10) percent of the floor area ratio. He stated that the definition for floor area ration had changed also, but he still needed legal clarification on that.

Member Moscoso asked for an explanation of the Planned Unit Development (PUD) zoning.

Community Development Director Brad Parrish stated that the legislature made amendments based on the reaction of local communities, local ordinances, and regulations to address the original Live Local Act. He stated that Planned Unit Developments (PUD) were not included in the original Live Local Act but were included in the amended Live Local Act. Community Development Director Brad Parrish stated that he still needed more information.

Motion: Member Nelson moved to approve advisability directing the staff to propose an amendment to the City's Live Local Ordinance, as requested. Vice-Mayor Cole seconded the motion. The motion carried unanimously.

xxx

Administrative Approval of Plats and Replats - City Manager Abbate advised the request was to approve advisability directing the staff to draft an ordinance to amend the City's subdivision procedures to be consistent with Chapter 2025-164 Laws of Florida.

Specifically, the bill required local governments to review, process, and approve plats or replat submittals without action or approval by the governing body through an administrative authority and official designated by ordinance. The administrative authority must be a department, division, or other agency of the local government, and include an administrative officer or employee which may be a City administrator or manager, or assistant or deputy thereto, or other high-ranking city department or division director with direct or indirect oversight responsibility for the local government's land development, housing, utilities, or public works programs. The effective date of the new law was July 1, 2025.

Stan Johnston discussed a survey at SNJ Oaks, etc. Mr. Johnston stated that he was a professional engineer and a registered surveyor, but his license was inactive.

Motion: Member Nelson moved to approve advisability directing the staff to draft an ordinance to amend the City's subdivision procedures to be consistent with Chapter 2025-164 Laws of Florida, as requested. Vice-Mayor Cole seconded the motion. The motion carried unanimously.

xxx

Economic Development and the Former North Brevard Economic Development Zone (NBEDZ) - City Manager Abbate advised the request was to consider the economic development alternatives.

At the May 20, 2025, Brevard County Board of County Commissioners meeting, the Board adopted an ordinance dissolving the North Brevard Economic Development Zone (NBEDZ). This special district, established in 2011 following the closure of NASA's Shuttle Program, was funded through a Tax Increment Financing (TIF) mechanism supported jointly by the City of Titusville and Brevard County.

The adopted ordinance called for the termination of the interlocal agreement, cessation of the NBEDZ Board of Directors, and the reversion of contributed TIF revenues.

On May 27, 2025, the Council approved advisability to explore creative and fiscally responsible options for future economic development, including, (1) establishment of a City-controlled Economic Development Trust Fund, (2) creation of a grant or incentive program to support targeted redevelopment, (3) investment in economic development infrastructure or workforce programs, or (4) matching fund opportunities for state and federal economic initiatives.

The City received a letter from the County dated July 1, 2025, notifying the City of the dissolution of the NBEDZ. The County will honor all contractual obligations and commitments of the District (NBEDZ) that existed at the time of its dissolution, including those of the City. All funds in the City's accounts in the District's Trust Fund that haven't been appropriated or committed by the City to a purpose or project shall be refunded to the City.

Economic Development Coordinator Nick Gow provided a presentation that highlighted as follows:

- Economic Development Strategies
- Community Impact
- North Brevard Economic Development Zone (NBEDZ)
- City's Account
- Alternatives
- Economic Development Department
- Public Economic Development Organization (EDO)
- Private Economic Development Organization (EDO)
- What Other Cities Are Doing
- Questions?

Council discussed a substantive and varied amount of information, concerns, and program concepts related to economic development following a staff presentation. This agenda item was scheduled in response to the recent dissolution of the North Brevard Economic Development Zone (NBEDZ). Council also provided direction and requested the City Manager and staff to report back to Council at a future meeting with the following information, which included, but was not limited to

- Requesting, scheduling, or viewing a presentation from the Economic Development Commission (EDC) to learn more about what the EDC was doing for north Brevard County or Titusville
- Possible partnership with EDC
- Reviewing the financial totals, history, or other data of the former Space Coast Economic Development Commission (SEDC)
- Who funded the SEDC and what were its costs when the SEDC was active
- Costs of other economic development partnership models, private entity models, etc.
- More examples of public-private partnerships
- More information on strategies and options, with any information on predictability of success
- What other cities or governments were doing for economic development purposes
- The scope of duties performed by the former SEDC
- How the SEDC was formed, a brief synopsis, and how long it lasted
- What grants did the SEDC give out or administer
- How the SEDC generated money and was the SEDC paid for by the City
- Did the SEDC include participation by private investors and what this looked like
- What was the SEDC's rate of return (ROI) over the years, while the SEDC was active
- Public-private economic development organizations, like community development corporations. Provide more details and examples of these, etc.
- The City Council approved an ordinance in October 2011 relevant to this agenda item that had not been repealed to date. This 2011 ordinance set or could provide a baseline to move forward
- More concepts as discussed

By consensus approval, Council indicated support and approved earmarking (setting aside) $500,000 for economic development in the Fiscal Year (FY) 2026 budget.

Motion: Vice-Mayor Cole moved to approve authorizing Mayor Connors to send a letter to the Brevard County Commission requesting approximately $1.5 million in funds that were being held by Brevard County to be returned to the City. Council discussed these funds were previously generated through the recently dissolved North Brevard Economic Development Zone (NBEDZ) and the funds were intended and previously approved for a particular development project located in Titusville, which was scheduled to be completed in phases. Funding would be allocated in segments as phases of the project would be completed in the future. City Council desired the funding be provided and returned to the City, so that the City could earn interest on the funding being held aside, not Brevard County. Member Nelson seconded the motion. (Staff advised council did not need to make a motion they just needed direction.) There was no vote, just consensus.

In addition, Council indicated support of holding a special City Council meeting and workshop in the future to discuss economic development alternatives. The indication was that the special workshop would be scheduled sometime after the adoption of the Fiscal Year (FY) 2026 budget.

xxx

Certified Recovery Residences - City Manager Abbate advised the request was to approve advisability directing the staff to draft an ordinance to amend the City's zoning regulations to be consistent with Chapter 2025-x Laws of Florida.

Community Development Director Brad Parrish stated that Chapter 2025-182 of the Laws of Florida required counties and municipalities, by January 1, 2026, to adopt an ordinance establishing procedures for the review and approval of certified recovery residences, including a process for requesting reasonable accommodations from land use regulations that otherwise prohibit such establishment. The ordinance may establish additional requirements for the review or approval of reasonable accommodation requests but may not require public hearings beyond the minimum required by law to grant the requested accommodation. The ordinance may include provisions for the revocation of a granted accommodation for cause such as a violation of conditions or failure to maintain certification. The effective date of the new law was July 1, 2025.

Motion: Member Nelson moved to approve advisability directing the staff to draft an ordinance to amend the City's zoning regulations to be consistent with Chapter 2025-x Laws of Florida, as requested. Vice-Mayor Cole seconded the motion. The motion carried unanimously.

xxx

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT (NON-AGENDA ITEMS) – None.

xxx

MAYOR AND COUNCIL REPORTS

Mayor's Report – Mayor Connors submitted his written report. All items were informational only.

xxx

Mayor Connors stated that the Tourism Development Council approved marketing funds for the Merrit Island Refuge, The Titusville Playhouse and the Valiant Air Command Warbird Museum

xxx

Mayor Connors stated that he received a request to present a proclamation at the regular City Council Presentations meeting of August 26, 2025 (5:30 p.m.) that recognized Suicide Prevention Awareness Month.

Motion: Member Nelson moved to authorize Mayor Connors to present a proclamation at the regular City Council Presentations meeting of August 26, 2025 (5:30 p.m.) that recognized Suicide Prevention Awareness Month. Vice-Mayor Cole seconded the motion. The motion carried unanimously.

xxx

Mayor Connors discussed a contract the City had with a company to install and maintain the bus benches. This company wants to replace the current bus stops. Mayor Connors advised that he was working with City staff and this company and they would bring it to council.

xxx

Mayor Connors discussed the City hiring a landscape architect for the purpose of developing a plan for the medians and major arteries for tree planting, as well as entryways. Mayor Connors stated that the Florida Department of Transportation may have funds available in the future to beautify the City.

City Manager Abbate advised that Public Works Director Kevin Cook had a list of landscape architects that the City previously worked with and was ready to hand out a task order once staff identified funding and developed a scope of services.

Motion: Vice-Mayor Cole moved to authorize advisability for staff to look into (research) the City hiring a landscape consultant to look at the landscaping throughout the City, specifically for the City's entryways, major arteries, rights-of-way, and medians, including for State roads and City maintained roads located inside the City. Member Nelson seconded the motion.

Stan Johnston stated that he thought the City already employed a landscape architect. Community Development Director Brad Parrish advised that the City did not have landscape architect on staff.

Member Moscoso stated that she wanted to ensure there was a maintenance plan moving forward.

The motion carried unanimously.

xxx

Further to the above, Council discussed having a landscape architect create a universal landscaping plan for the aforementioned types of areas, including what a project "could look like" and having a consistent appearance along these types of City streetscapes, etc. Council also discussed the cost for hiring a landscape architect would be a one-time expense paid by the municipality, receiving cost information, the Public Works Department providing assistance with information on consultants and landscape architects, issuing a task order once a scope of work was developed for the landscape architect and if it were approved or supported by City Council, timely moving forward indicated by the discussion, having a landscaping maintenance plan moving forward (for long term upkeep purposes), a landscape architect currently served on the Titusville Environmental Commission (TEC) for information purposes, identifying other possible outside funding sources for costs beyond the City hiring a landscape architect, etc.

xxx

Council Reports –

Member Nelson stated that Kay St. Onge has planted 217 trees in the City of Titusville and had plans to plant another sixty (60) trees. Member Nelson requested and expressed her desire to have a proclamation prepared to recognize Kay St. Onge's work in the community.

Mayor Connors indicated his agreement to assist Member Nelson with issuing the proclamation, once it was drafted. Member Nelson would return to Council to request presenting the proclamation to Kay St. Onge at an upcoming regular City Council Presentations meeting. There was no objection from Council.

xxx

Vice-Mayor Cole stated that he served on a panel at Eastern Florida State College for North Brevard Young Professionals on August 7, 2025 with Robin Fisher and Stan Retz.

xxx

Vice-Mayor Cole stated that he attended an award presentation for State Representative Tyler Siroi at the American Police Hall of Fame prior to the meeting. State Representative Tyler Sirois received the Hall of Fame's honor award for public service and distinguished service

xxx

City Managers Report – City Manager Abbate submitted his written report. All items were informational only.

xxx

City Attorneys Report – None.

xxx

Council discussed holding a welcoming reception for the new City Attorney during the workday so staff can attend as well.

xxx

With no further business to discuss, the meeting adjourned at 10:11 p.m.

_____
Andrew Connors, Mayor

ATTEST:

_____
Wanda F. Wells, City Clerk

The City Council of the City of Titusville, Florida met in regular session in the Council Chamber of City Hall, 555 South Washington Avenue, on Tuesday, August 26, 2025. Mayor Connors called the City Council meeting to order at 6:30 p.m. Present were Mayor Andrew Connors and City Council Members Jo Lynn Nelson, Megan Moscoso, and Dr. Sarah Stoeckel. Vice-Mayor Herman A. Cole, Jr., Col USAF Retired was absent. Also, present were City Manager Thomas Abbate, Attorney James Stokes (contract attorney), and City Clerk Wanda Wells.

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

Pastor Joe Robinson from Antioch Christian Fellowship Baptist Church gave the invocation. Mayor Connors led those present in the *Pledge of Allegiance to the Flag*.

xxx

APPROVAL OF MINUTES

Staff provided a correction to a scrivener's error in the minutes of the regular City Council meeting on July 22, 2025 (5:30 p.m.) prior to the meeting. The scrivener's error was on page no. 3 of the minutes that were included in the agenda packet. The word "fand" should be "and".

Motion:
Member Nelson moved to approve the minutes of the regular City Council meeting (Presentation Meeting) on July 22, 2025 (5:30 p.m.) and the special City Council meeting on August 7, 2025, as submitted. The approval included the change to the scrivener's error in the minutes of the regular City Council meeting on July 22, 2025 (5:30 p.m.). Member Moscoso seconded the motion and it carried unanimously.

xxx

SPECIAL RECOGNITIONS & PRESENTATIONS – None.

xxx

BOARDS AND COMMISSIONS

North Brevard Commission on Parks and Recreation – The request was to reappoint one regular member to the North Brevard Commission on Parks and Recreation with a term to expire on August 31, 2027. The terms of regular members Koren Ordermann and Bianca Alaimo were due to expire on August 31, 2025. Member Koren Ordermann desired to continue serving on the board; however, Member Bianca did not wish to be reappointed, because she was relocating outside of the City limits.

There were no additional applications on file for the Council's consideration.

Motion:
Member Nelson moved to reappoint Koren Odermann as a regular member of the North Brevard Commission on Parks and Recreation, with a term to expire on August 31, 2027. The motion also included directing staff to provide a letter to Ms. Alaimo to thank her for serving on the North Brevard Commission on Parks and Recreation. Member Stoeckel seconded the motion.

Stan Johnston submitted a public speaking card. He disagreed with the Council taking public input after a motion and second was already made (with a motion on the floor). His concern was procedural.

Attorney Stokes advised that the Council was following the rules for such an agenda item. A motion on the floor also "brought the matter to issue" (further question or debate).

The motion carried unanimously.

xxx

Planning and Zoning Commission – The request was to appoint two (2) alternate members to the Planning and Zoning Commission (P&Z) for unexpired (vacant) terms due to expire on January 31, 2027 and January 31, 2026. Three applications were on file for Council's consideration, from James Troutman, Stan Johnson, and Nathan Rothell.

Mr. Troutman was currently an alternate member on the Board of Adjustments and Appeals (BAA) and would resign from BAA, if appointed to P&Z.

AnnMarie Seidler also had an application on file, but staff had not been able to make contact with her. Her application was included in the Council agenda packet.

Stan Johnston commented on previously submitting a board application(s), his expertise as a professional engineer and his belief the City was dysfunctional as it was related to his concerns on flooding.

AnnMarie Seidler was at the Council meeting. She spoke on behalf of her board application, qualifications, and desire to serve on the board.

James Troutman spoke on behalf of his board application, qualifications, goals, and desire to serve on the board.

Mayor Connors briefly discussed the applicants, their preferences, and which applicants were present at the Council meeting.

Motion:
Member Nelson moved to appoint James Troutman as an alternate member on the Planning and Zoning Commission with a term to expire on January 31, 2026. The motion also included appointing AnnMarie Seidler as an alternate member on the Planning and Zoning Commission with a term to expire on January 31, 2027. Member Stoeckel seconded the motion for discussion.

Member Stoeckel advised that advertising a vacancy for an alternate member on the Board of Adjustments and Appeals would be required if Council appointed James Troutman to the Planning and Zoning Commission at this meeting.

The motion carried unanimously.

xxx

Titusville Environmental Commission – The request was to acknowledge receipt of memorandum from the Vice Chairperson of the Titusville Environmental Commission (TEC) and removal of Robert Walter as a regular Member with an unexpired term that will expire on November 30, 2027. This was due to TEC Regular Member Robert Walter being absent during five of the last eight regular TEC meetings. City Code Section 2-53 prescribed the policy on board members forfeiting membership due to absences at board meetings.

Stan Johnston advised that he had a board application on file. He also confirmed the action that was being requested. Mr. Johnston further commented on his perception of the Council's behavior toward the TEC.

Motion:
Member Nelson moved to acknowledge receipt of memorandum from the Vice-Chairperson of the Titusville Environmental Commission (TEC) and the removal of Robert Walter as a regular member on the TEC, with an unexpired term that would expire on November 30, 2027, as recommended. Member Stoeckel seconded the motion and it carried unanimously.

xxx

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

Melinda Villain read from a prepared statement that discussed concerns for social services being provided in the Indian River City Neighborhood (IRCN), prior policies adopted by Council for the IRCN, the policies eventually (attrition indicated in comments) would limit the IRCN to having only one social service agency, there were presently eleven social service agencies in the IRCN, staff was not following the IRCN policies, complaints were only made when there were concerns of danger, parking issues near her home, setback requirements, uses that were not permissible, etc.

xxx

Stan Johnston commented on Council Members had indicated that he did not speak on topic for prior various agenda items, taking his concerns about the municipality on various matter(s) to

higher courts, issues he felt existed for the SNJ Oaks Project, Council was not responding to his emails and calls that he sent and made to them every day, etc.

xxx

Christina Michelle distributed information. She read from a prepared statement that discussed concerns for injustice, a list of demands she submitted at a City Council meeting in July 2025, emails to City Council, her opposition to the 18th Judicial Circuit of the State Attorney's Office in Brevard County's ruling on an issue related to a deceased individual by the name of Tri-Marea Charles, a 1926 news article that discussed the Klu Klux Klan, her perception or opinion that police officers continued the behaviors of the 1926 era dysfunctional social group, etc.

xxx

Laurilee Thompson reviewed the definitions and purposes of nanobubbles. The idea was that the technology could save millions of dollars by performing the same function as mechanical muck dredging of the Indian River Lagoon. Trial projects might include Scobee Park that she cited was an idea suggested by Member Nelson. Funding would also need to be identified. Further discussion on the concept ensued, indicating a desire to obtain more information.

Motion:
Member Nelson moved to approve an advisability to explore options of Nanobubbles, as requested. Member Moscoso seconded the motion.

Stan Johnston cautioned against moving too fast on the use of nanobubbles. He commented that it could be a ruse (a trick or deceptive idea) for which he gave an example. For this reason, Mr. Johnston suggested having the Public Works Director research the concept.

William Klein commented on his formal education and his experience working with small subatomic particles. He supported conducting research, gathering background information, test results, learning how technology worked, having a presentation once research was conducted, etc. Mr. Klein also advised that ozone was more volatile and that great changes happened at the atomic level.

City Manager Abbate advised that staff would bring back additional information and then City Council could determine whether to request a presentation.

The motion carried unanimously.

xxx

CONSENT AGENDA

Member Moscoso and Mayor Connors desired pulling Consent Agenda Items A, F, and G for further discussion.

City Manager Abbate read Consent Agenda Item Nos. B, C, D, E, and H, as followed:

B. FleetWave Software Agreement Renewal -

Approve the contract renewal for a three-year term in the amount of $88,372.80 over three years to Chevin Fleet Solutions, LLC, for Fleet Management Software to include the upgrade to FleetWave Advanced. Additionally, authorize the Mayor to execute contract renewal contingent upon City Council approval of the FY2026 Annual Budget.

C. Indian River Lagoon Water Quality Improvement Grant Program -

Authorize staff to apply for funding through the Indian River Lagoon Water Quality Improvement Grant Program in the amount of $6,045,000 for the four grants.

D. Traffic Signal AI Detection System -

Authorize the purchase of 4 Trafisense 632 AI Thermal Imaging Sensors from Control Technologies Inc., for traffic signal detection utilizing Florida Department of Transportation (FDOT) contract DOT-ITB-24-9098-SJ-2 in the amount of $25,942.59 and also approve the addition of Control Technologies Inc., to the vendor of record to the approved Vendor of Record (VOR) for traffic signal detection systems.

E. Advisability Resolution No. 13-2025 - Vacate Right of Way (ROW) Application No. 2-2025 Orange Street -

Approve Resolution No. 13-2025 announcing the date of a public hearing to consider vacating, abandoning, and discontinuing certain public streets for a portion of the right of way of Orange Street and providing for an effective date.

H. Acceptance of Easement from U-Haul Co of Florida -

Accept Utility Easement from U-Haul Co of Florida for the U-Haul project.

Kay St. Onge, Toni Shifalo, Bill Klein, Maryls Breckle, and Laurilee Thompson submitted individual public speaking cards on Consent Agenda Item No. C. Each person indicated being in favor of the request for Item No. C on their cards. Each person also individually expressed and discussed information with Council on the agenda item.

Stan Johnston submitted a public speaking card(s) on Consent Agenda Item Nos. B, C, D, and E, to which he indicated being neutral on the requested actions on his card(s). He also expressed and discussed information with Council.

Member Nelson and City Manager Abbate discussed the location where the technology for *Consent Agenda Item No. D. - Traffic Signal AI Detection System* would be used, which was at the intersection of Harrison Street and Barna Avenue. This was a correction to information provided in the Council agenda packet in regard to the location.

Motion:
Member Nelson moved to approve Consent Agenda Item Nos. B, C, D, E, and H, in accordance with the recommendations. Member Stoeckel seconded the motion and the roll call vote was:

Member Moscoso	Yes
Member Nelson	Yes
Mayor Connors	Yes
Vice-Mayor Cole	Absent
Member Stoeckel	Yes

The motion carried unanimously.

xxx

Consent Agenda Item A. –

A. Stormwater Outfall Risk Assessment and Monitoring -

City Manager Abbate read Consent Agenda Item No. A - Approve Task Order #5 to contract CO21Q027, Stormwater A&E Services-Continuing Consultant in the amount of $89,828.70 to Geosyntec Consultants, Inc. to provide engineering services associated with Stormwater Outfall Risk Assessment and Monitoring. Additionally, authorize the City Manager to execute the task order. Contingent upon City Council approval of the FY2026 Annual Budget.

Stan Johnston submitted a public speaking card on Consent Agenda Item No. A., to which he indicated he was neutral on the requested action on his card.

Kay St. Onge, Toni Shifalo, Laurilee Thompson, and Bill Klein submitted individual public speaking cards on Consent Agenda Item No. A. Each person indicated being in favor of the request for Item No. C on their cards. Each person also individually expressed and discussed information with Council on the agenda item.

Member Moscoso commented on attending a recent meeting with the City Manager, Public Works Director, Ms. Breckle, and Mr. Klein. She also commented on the desire to have more funding for the subject matter, understanding a desire to test as much as possible (stormwater outfall testing indicated), her desire to create an element to identify and inform the public on when testing would be completed, so that citizens could come out and observe the process, etc.

Motion:

Member Nelson moved to approve Consent Agenda Item A - *Stormwater Outfall Risk Assessment and Monitoring*, in accordance with the recommendations. Member Stoeckel seconded the motion and it carried unanimously.

xxx

Consent Agenda Item F. –

F. Lobbying Services Contract –

City Manager Abbate read Consent Agenda Item No. F - Approve the proposed contract pending the approval of the FY2026 Budget. He further highlighted the request and information provided in the Council agenda packet.

Stan Johnston submitted a public speaking card on Consent Agenda Item No. F, to which he indicated he was neutral on the request on his card. He also expressed and discussed his thoughts with the Council.

Member Moscoso commented on viewing the resume of the proposed lobbyist Jason Steele (an attorney) of Smith and Associates, Attorneys and Counselors at Law, her desire to identify performance measures for having a lobbyist, learning how Mr. Steele remained accountable to being the City's lobbyist, while being the lobbyist for a few other cities in Brevard County, etc.

Jason Steele commented on his keen and continuous awareness of what was happening at the State and within Brevard (industry activities, economic growth, and broad scope implied). He also commented on seeking the Governor to approve State appropriations, his having a recent and long telephone conversation with the Governor's policy director, the Mayor, and City Manager to discuss items that could possibly be approved to get State appropriations (funding) from the State, the importance of identifying needs for the community and having shovel-ready projects planned and ready to go, in the event State appropriations was provided by the State, his contract provided for a 30-day termination clause in case Council decided Mr. Steele was not doing a good job, alternatives and scenarios that may occur if Council opted to go with other methods for hiring a lobbyist, etc.

Additional discussion ensued on how Council directives were passed down and to the City Manager, who subsequently passed them down to the lobbyist, Member Moscoso's desire for the City Manager to have the freedom and ability to work with the lobbyist and/or others for the goal of seeking and receiving State appropriations for Public Works Projects, the procedures for applying for State appropriations, Mr. Steele would provide the City Manager regular monthly updates to be provided to the City Council, the importance of establishing relationships with State Representatives and Senators and having contact their information, advices for contacting State Representatives, etc.

Member Nelson and Mr. Steele discussed creating a plan to identify the needs for the City, immediate examples that came to mind were needs related to public safety (drones used by police in an active shooter scenario was one example), not submitting too many appropriation requests to

the State or being selective, submitting ones the City or the collective believed would be approved by the State and completed, etc.

Member Stoeckel and Mr. Steele discussed her ongoing prior desire to seek State appropriations, whether City staff had the knowledge to know how to seek them, her desire for Mr. Steele and the City Manager to meet and go department by department to get input on needs for each department, opportunities to partner, get advices on matching funds, receiving guidance on what projects the State may approve, not delaying these matters and selecting a plan, a project, etc. She also confirmed if the City Manage had enough direction.

City Manager Abbate indicated he had Council's direction. He would meet with staff, identify to shovel-ready projects, then meet with Mr. Steele to see which projects may be favorable approved by the State.

Mr. Steele commented on the importance of storytelling and making a persuasive case to the State. He emphasized cities should "cry" (as a metaphor or in its descriptive writing) why it was the City needed the requested appropriations. Cities must complete the required forms but also attach additional information to the forms highlighting the need for seeking appropriations and adding any pictures and everything necessary to demonstrate why the need and funding was important.

Motion:
Member Nelson moved to approve Consent Agenda Item F - *Lobbying Services Contract* and the proposed contract pending the approval of the Fiscal Year (FY) 2026 Budget, in accordance with the recommendations. Member Moscoso seconded the motion and it carried unanimously.

xxx

Consent Agenda Item G. –

G. Approval of Employee Benefits –

City Manager Abbate read Consent Agenda Item No. G - Approve renewal of Employee Vision Care Alternate Plan 1 - Benefit Change to Humana Vision 130 through September 30, 2027 and approve Group Life and AD&D, for Fiscal Year 2026. Contingent upon the City Council approval of the FY2026 Annual Budget.

Stan Johnston submitted a public speaking card on Consent Agenda Item No. G. He waived his right to speak.

Mayor Connors commented on why he wanted to pull the agenda item for discussion. He discussed the Voluntary Vision Plan Comparison chart, approximately 600 employees being eligible, plan comparisons, costs, benefit comparison observations, tiers or plan options for the employee vision plan, whether there were better plans from other similar benefit companies, whether costs could be reduced for employees depending on dependents or family status, whether it was possible to contract directly with a provider versus other business entities, upcharges, etc.

Human Resources Director Joe Denaro highlighted information during the meeting from the City's benefits consultant, including there was no cost increase at present time, the City was able to negotiate a benefit enhancement for employees, the rationale for staff requesting Council's approval of the request, etc.

Council discussion ensued on other plans, providers, and networks, getting quotes from other companies, making comparisons, determining whether there were service problems, Council's desire to getting employees' costs down and providing the best care and insurance as possible, the current vision plan was competitive with other companies, learning more on insurance strategies and negotiating with other providers, employees were used to the current plan of many years, Council's desire to feel confident in the information before making a decision, the business structure used by Humana was indicated or allegedly purchased a vision plan from the I-Med Network, then added an upcharge to the City's cost for use of the I-Med network, systemic (whole-system) analysis on whether the employee benefits program was appropriately funded for its claims and plan-design, whether the Council might table the request until more information was obtained, learning from the employee benefit consultant why the proposed plan was better, etc.

Mayor Connors further commented on his drafting a request for proposal (RFP) as an example and questions that he felt was important to ask the benefits consultant(s), strategies, and providing true health care to employees, not just handling the business of insurance. He also commented on formulary, there were simple solutions available, receiving and accepting advices, moving forward on these matters after the current "open enrollment" period ended, the City was self-insured and what this meant, etc.

Member Stoeckel desired having the benefits consultant return and provide information to Council.

Staff highlighted information on costs related to challenges and costs related to catastrophic claims, pharmacy, having good plans in place, going through the procurement process for medical, going back to the consultant for vision plan and whether the City could negotiate a more competitive rate,

Mayor Connors desired whether it was possible to break-it-up into 4-tiers (related to family status, dependents, etc.). He also commented on the City staying with the current renewal plans, due to the present open enrollment period.

Member Moscoso complimented Mayor Connors on his knowledge and leading with questions on employee health care. She wanted the best for employees.

Motion:
Member Nelson moved to approve Consent Agenda Item No. G - *Approval of Employee Benefits* and approve the renewal of Employee Vision Care Alternate Plan 1 - Benefit Change to Humana Vision 130 through September 30, 2027 and approve Group Life and AD&D, for Fiscal Year 2026. Contingent upon the City Council approval of the FY2026 Annual Budget. Member Stoeckel seconded the motion and it carried unanimously.

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ORDINANCES – SECOND READING, PUBLIC HEARING AND RELATED ACTION

Resolution No. 12-2025 - Annual Stormwater Utility Assessment Roll – City Manager Abbate highlighted the request provide in the Council agenda packet. The request was to approve Resolution No. 12-2025 confirming and certifying the rate and annual Stormwater Utility assessment roll for the municipal fiscal year beginning October 1, 2025; increasing the service rate charge; forwarding the assessment roll to the Tax Collector's Office for collection; utilizing the uniform method of collecting non-ad valorem special assessments levied within the incorporated area of the City, as authorized under section 197.3632, *Florida Statutes*; adopting findings of fact; and providing for an effective date.

Public Works Director Kevin Cook gave a presentation that highlighted the Stormwater Non-Ad Valorem Assessment and the following information:

- History
- Review of rate proposal
- Rate projections
- Summary of assessment
- Rate comparison
- Fiscal Year (FY) 2026 budget breakdown on many various costs in relation to debt, transfers, capital, personnel, operating, insurance, incentives, salaries, overtime, operating expenditures, etc.
- Impact on budget on Capital Improvement (CIP) Projects
- FY 2021 to 2025 Capital Expenditures

Mayor Connors opened the public hearing.

Stan Johnston commented on his professional background mainly as a civil engineer, his opinion the City did not or was not following the provisions in a 1966 Stormwater Management Plan (for the greater Titusville area) or subsequent plan(s), concerns for a ditch located under Interstate 95 that appeared to be blocked for many years, his concerns and reports on drainage were being ignored, etc.

Member Stoeckel commented on her desire to be cautious about cost increases to residents, the importance of stormwater, her desire to pursue State appropriations or funding for stormwater related projects to offset cost increases to residents, and her desire to have a marketing or communication campaign to notify the residents on these issues, etc.

Member Moscoso supported Member Stoeckel's on seeking State appropriations. She also commented on rate projection comparisons, her desire to not increase the residents' costs, many persons lived on fixed incomes, her getting many requests or inquiries from the public on these issues, staff assisting her or making accommodations when there were concerns, subsequent costs to residents, learning the priorities and their costs, competing requests and the requirements to maintain many types of infrastructure, etc.

As there were no additional persons that wished to speak, the public hearing was closed.

Motion:
Member Nelson moved to approve Resolution No. 12-2025 - Annual Stormwater Utility Assessment Roll, as recommended. Member Stoeckel seconded the motion and the roll call vote was:

Member Nelson	Yes
Mayor Connors	Yes
Vice-Mayor Cole	Absent
Member Stoeckel	Yes
Member Moscoso	Yes

The motion carried unanimously.

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ORDINANCES - FIRST READING

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OLD BUSINESS

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NEW BUSINESS

Septic to Sewer Assistance Options - City Manager Abbate highlighted the request provided in the Council agenda packet. The request was for Council to provide direction for assisting with resident costs of connecting to the City's utility system.

Public Works Director Cook gave a presentation that highlighted the following information:

- Overview of goals, current projects, future projects, cost to citizens, assistance to citizens
- Goals and *Florida Statutes* 403.067
- Inventory inside City limits and the *Basin Management Action Plan* (BMAP) Area
- Current projects
- Future projects
- Cost to citizens for septic tank gravity connections, pressure connections, and tank abandonment
- Assistance to citizens

Stan Johnston submitted a public speaking card. He commented on public perceptions or beliefs about septic tanks, his experience and knowledge, making new regulations he felt were intended to make residents spend money to offset consequences or harm to the Indian River Lagoon, the tremendous costs on these issues, etc.

Member Moscoso commented on overhearing or recalling comments on there was only one business owner or entity issuing permits for septic tanks in Brevard County, these matters required going through a lengthy process, her support of extending the time period to 48 months to match the repayment of construction for impact fees, whether fees could be waived for one year, whether the City could incentivize property owners to convert from septic to sewer more quickly, capacity requirements, the cost for having capacity, impact fees, etc.

Member Stoeckel and staff discussed

- Current laws on septic tanks
- Once a sewer system was accessible to property owners on septic, the property owner was required to convert to sewer
- A current court order and moratorium on septic tanks
- The BMAP that became effective on July 18th discontinued allowing the installation of conventional septic tanks in the BMAP area
- The State would require properties on conventional septic systems to upgrade to the more nutrient reducing septic tank system at an increased cost and by 2030 regardless of whether the septic system had failed or not
- City infrastructure (lateral equipment) that supported property owners' ability to connect to sewer
- The Department of Environmental Protection's (DEP) involvement or clearance of sewer connections and more
- The City was seeking grant(s) on these issues to offset the connection costs for residents
- The City's current focus was on existing gravity service systems to offset the need and cost to build new lift stations near properties that did not have gravity service equipment
- Prioritizing and preparing for further requirements and projects to meet the City's goals and existing and future legal requirements
- Staff did not believe Brevard County provided incentives to unincorporated properties to connect to the limited sewer infrastructure that was available in the County
- Many unincorporated property owners would have to upgrade to the advanced septic systems in the future
- Whether there was a desire to entice unincorporated enclave properties near the City's boundaries to connect to City sewer
- Palm Bay City Council was preparing to adopt a mandatory sewer connection ordinance and would give property owners time to connect to sewer
- Palm Bay was also seeking grants to offset the connection costs for residents
- Port St. Lucie used utility repayment system for a pressure and gravity systems
- Port St. Lucie owned the sewer infrastructure on private property, which staff did not recommend from a maintenance stand-point
- Cocoa going in similar direction
- There were many "moving parts" to organize and consider
- Staff's thinking on these issues
- The City having a 20-year plan related to the septic to sewer program

If the City funded the costs of property owners' connection to sewer, Member Stoeckel's preference was to give property owners time to pay the costs back to the City. She was also flexible and interested in more input or recommendations

Mayor Connors and staff discussed

- The rationale for Council asking staff to report back with more information at this meeting
- The impact fee was a large reason for obtaining more information
- The Mayor agreed with extending the impact fee payment reimbursement time longer than 48 months and property owners having to pay for capacity
- The value of a property increased for being on sewer
- The Mayor was not in favor of fronting $10,000 to $40,000 per home for fiduciary financial steward reasons
- Support of assisting property owners with information on grants, opportunities, etc.
- Property owner rights
- The importance of informing the public of the State regulations

Member Nelson and staff discussed

- Being agreeable to extend the impact fee payment reimbursement time longer than 48 months
- Grants, such as through the Save Our Indian River Lagoon (SOIRL) and funding amounts varied greatly by the property, on such items such as how much nitrogen was removed (a nitrogen rate was applied)
- An informal and unconfirmed estimate for receiving a SOIRL grant was roughly $3,000 to $5,000 (perhaps 25% to 50% assistance)
- Properties not located in the *Basin Management Action Plan* (BMAP) would not be eligible for SOIRL grants
- SOIRL was specific to nitrogen, as discussed
- Comparisons to Cocoa
- Property owners could apply for grants to SOIRL, not Department of Environmental Protection's (DEP). The DEP provided grants to cities, not individual property owners
- The difficulty of funding or fronting the tremendous costs
- Upgraded septic tanks (meeting the new State requirements) were estimated to cost $22,000

Member Moscoso desired holding a town hall meeting to provide residents information on these matters. She commented on the financial cost would be hard for many, the importance of getting ahead on assisting citizens with information, preparing for the State's requirements, etc.

Motion:
Member Nelson moved to approve advisability to extend the time period (extend to 48 months) to match the repayment of construction for impact fees. Member Stoeckel seconded the motion for discussion.

Member Stoeckel confirmed that staff was clear on the direction provided by Council.

The motion carried unanimously.

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

Laurilee Thompson felt the City Council had been great working with the Titusville Environmental Commission (TEC), there was a good variety of individuals that presently made up the TEC, staff was wonderful to work with and was accommodated the TEC, there were many programs and provisions that other cities did not have, there were prior issues in the past, but they seemed to have smoothed out, etc.

Toni Shifalo felt that positive things were happening in the City and the momentum on many items were happening, etc. She did desire more cross-collaboration, so that items or actions were not done in isolation, but instead individuals worked in conjunction with one another. Ms. Shifalo also desired businesses in the downtown area to be involved and work together, etc.

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MAYOR AND COUNCIL REPORTS

Mayor's Report – Mayor Connors deferred and allowed the other City Council Members to give their reports prior to his giving a report(s).

xxx

Council Reports - Council Members provided their individual reports.

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Member Nelson advised that a serious or professional Broadway playwriter contacted her that was interested in writing a musical about the history of Titusville and North Brevard County.

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Member Moscoso highlighted and discussed the following information with Council and Attorney Stokes:

- Senate Bill (SB) 180 and the State *Live Local Act*, other cities joining a lawsuit, a local government law firm that was initiating the lawsuit, steps being taken by others to prevent the immediate enforcement of SB 180, the Florida League of Cities indicated a desire to make an amendment to the State legislation, concern for retaliation from the State, etc.

- Space-X Starship Super Heavy space launch schedule through September 22, 2025 – concerns for beach closures, whether jobs would be created, did the City Council have a position, etc.

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Member Stoeckel requested approval to attend the Florida League of Cities Annual Conference, Florida League of Cities Legislative Conference, and Florida League of Cities Legislative Action Days. Discussion included that the Mayor and other Council Members may attend a portion of these events as well. City Manager Abbate advised that the events will be included in the budget for Fiscal Year 2026. There was no objection from City Council.

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Member Stoeckel advised that the Legislation Delegation meeting was scheduled for September 30, 2025 and requested Council provide their priorities by the next regular City Council meeting on September 9, 2025. This would provide the Mayor with Council's top priorities to speak on during the delegation meeting. Member Stoeckel would also provide the Council's top priorities to the Space Coast League of Cities. Member Stoeckel mentioned a few items that this may include Property Tax, Live Local, Senate Bill 180, Lagoon and Space Industry.

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Member Stoeckel further highlighted and discussed the following items and information with Council:

- Department of Government Efficiency (DOGE) Presentation from the State, cities and counties interested in the activities, potential for cost savings and efficiency improvements in many numerous ways, as reviewed and discussed

- Varied ways cities and counties employed attorneys to assist their jurisdictions on legal matters, such as hiring in-house counsel, hiring a firm(s) with varied subject matter experts, her desire to explore hiring outside counsel and exploring how much the city had spent on having its own counsel

Member Moscoso desired Council consider hiring Andriene Treasure---a recent applicant for the City Attorney position. Substantive Council discussion ensued on various options for employing attorneys on behalf of City business, various agency pension and vesting ordinances, specialization amongst attorneys, interviewing firms and having this experience prior to moving forward, getting the cost analysis on these matters, the City not ever having been in the position of not having a City Attorney or an Assistant City Attorney on staff, the City of Cocoa contracted for its attorney or counsel, the benefits of having an in-house attorney provided constant interaction, consistency, and availability to staff, etc.

Having a hybrid model (a combination of having in-house counsel and outside counsel), whether contracting-out was more expensive in the long term picture, Andrienne Treasure was reportedly still interested in the position of City Attorney, one Council Member's desire to put out a request

for proposal (RFP) to hire a law firm, the importance of having a gatekeeper for cities that only used outside counsel and the importance to keep track of what items an outside firm was working-on, the invoices were fair and correct, having Attorney Stokes have these conversations with Ms. Treasure and/or having Ms. Treasure return to Council for further discussion was also discussed.

Motion:
Member Nelson moved to direct staff to negotiate an employment contract with Andriene Treasure for the City Attorney position. Member Moscoso seconded the motion.

Stan Johnston submitted a public speaking card. He commented on his history of 54 years living in Titusville, being disappointed by prior staff and why he was dissatisfied with prior legal staff, as discussed from his viewpoints and experiences, etc.

The roll call vote was:

Mayor Connors	Yes
Vice-Mayor Cole	Absent
Member Stoeckel	Yes
Member Moscoso	Yes
Member Nelson	Yes

The motion carried unanimously.

Summarizing the Council discussion on employing legal counsel, discussion included that staff would review options to have a hybrid model that would include having an in-house City Attorney and an outside law firm.

In addition, Council requested staff have discussions with Ms. Treasure that the City may hire an outside law firm versus hiring an Assistant City Attorney in the future and having this discussion with Ms. Treasure at present time, so that she was fully aware of the Council's discussions on these matters.

City Manager Abbate further reviewed the next steps of making a conditional offer to Ms. Treasure and reporting back to council at an upcoming City Council meeting (estimated for September 9, 2025).

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Mayor Connors highlighted and discussed the following items and information with Council:

- Working with North Brevard Parks and Recreation to bring a disc golf course to Titusville
- FDOT 's recent visit to Titusville to evaluate how to slow traffic down in Titusville
- North Brevard Parks and Recreation desire to install a pickle ball court

Concerning the pickle ball court, Mayor Connors commented on the North Brevard Parks and Recreation having funds available to install a pickle ball court in the area of the Singleton Tennis Courts, but there was an issue with receiving a permit from the City, due to it being located in the

Area of Critical Concern (ACC). Mayor Connors requested staff look into the issue of allowing this to be permitted, receiving a variance if needed, etc. There was no objection from City Council.

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Mayor Connors continued and commented on the ongoing multi-district litigation to seek relief due to massive price hikes implemented by pharmaceutical companies. Brief Council discussion ensued on possible risks of joining class action lawsuits (in general).

Motion:
Member Nelson moved to approve the City to join a class action lawsuit for the ongoing multi-district litigation as requested by Mayor Connors. The motion included that if the City Attorney had any concern moving forward to bring that information back to City Council. Member Stoeckel seconded the motion.

Stan Johnston submitted a public speaking card. He indicated support regarding the motion on the floor. He also advised that he did not slander any individuals in his prior comments, etc.

The motion carried unanimously.

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Mayor Connors commented on the Marina Park and the use of the property.

Council discussion ensued on a desire to provide activities for youth, the potential for a public-private partnership to accomplish having activities like mini golf at Marina Park, etc. The discussion also included completing a FlashVote Survey to allow the citizens to provide feedback and requested staff research to determine what was allowed with the submerged land lease. There was no objection from City Council.

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It was 10:30 p.m.

Motion:
Member Stoeckel moved to extend the meeting until 10:35 p.m. Member Nelson seconded the motion. The motion carried unanimously.

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CITY MANAGER'S REPORT

City Manager's Report - City Manager Abbate provided his written report.

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City Manager Abbate requested Council direct staff to prepare a proclamation for the Mayor's signature declaring October 28, 2025 as National Move Over Day. Mayor Connors advised that Council's approval was not necessary, unless the item was going to be presented at a City Council meeting.

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No additional action items.

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CITY ATTORNEY'S REPORT

City Attorney's Report - No action.

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With no further business to discuss, the meeting adjourned at 10:33 p.m.

_____
Andrew Connors, Mayor

ATTEST:

_____
Wanda F. Wells, City Clerk

City Council
Regular Meeting
September 9, 2025

The City of Titusville City Council met in regular session on Tuesday, September 9, 2025, at Titusville City Hall, second floor, Council Chamber, 555 South Washington Avenue, Titusville, Florida 32796.

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

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

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Pastor Jeremy Coppock from Faith Baptist Church gave the invocation. Mayor Connors led those present in the *Pledge of Allegiance to the Flag*.

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APPROVAL OF MINUTES – None.

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SPECIAL RECOGNITIONS & PRESENTATIONS

Marketing, Public Relations, and Communications Strategy for the Economic Development Division – City Manager Abbate advised that there was a presentation by the Marketing Alliance on the Marketing, Public Relations, and Communications Strategy for the Economic Development Department. An action item was scheduled under the consent agenda. No action was requested for this item.

David Petr with Marketing Alliance provided a presentation that highlighted as follows:

- 2025 Foundational Work
- Marketing Strategy
- Business Development Materials
- Materials Folder

- Website User Experience/Content
- Website Content
- Drone Videography and Photography
- Testimonial Videos
- Exploring Dynamic Mapping System
- Social Media
- Targeted Advertising
- Conference Strategy
- Next Steps

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Nanobubble Technology Presentation – City Manager Abbate advised that a representative from Moleaer Inc. would give a presentation on Nanobubble Technology. No action was requested.

Chris Stephan, Global Director of Surface Water at Moleaer Inc., provided a presentation that highlighted as follows:

- Scobie Park
- Over 4,000 Nanobubble Installations
- Moleaer's Patented Technology
- Moleaer's Nanobubble Generator
- Case Studies
- Satellite Beach, Florida
- Private Golf Club, Florida
- Lake Elsinore, California
- Tadd Lake, Minnesota
- Lake Arrowhead, Wisconsin
- Hartbeespoort Dam, South Africa
- The Problem: Nutrient Loading & Anoxia Fuel Waterbody Impairment
- The Solution: Moleaer Nanobubble Treatment Enhances Oxic Conditions & Increases Resiliency to Restore Waterbodies
- Your Waterbody: Scobie Park, Titusville, FL
- Proposed Installation Location: Scobie Park, Titusville, FL
- Scobie Park, Titusville, FL: Nanobubble System & Installation Location
- Scobie Park, Titusville, FL: Installation Pics
- Nanobubble Treatment Strategy: Scobie Park, Titusville, FL
- Goals: What Can Expect from Moleaer Nanobubble Treatment
- How We Measure Success: Your Monitoring Plan
- Moleaer Letter of Recommendation
- Sustainable, Proven Solution to Solve Your Challenges

Member Nelson inquired about the types of permits required for the project and the typical duration of the permitting process.

Chris Stephan, Global Director of Surface Water at Moleaer Inc., stated that typically a Florida Department of Environmental Protection (FDEP) permit was required and possibly an Army Core of Engineers permit. He stated that Moleaer Inc. was currently working on the required permits for Titusville and he could return with a comprehensive list of required permits.

Member Moscoso asked what the upfront and ongoing cost was to deploy and maintain this type of device.

Chris Stephan, Global Director of Surface Water at Moleaer Inc., stated that the upfront cost for a system was $2,500,000 and the upkeep for the electricity and service plan would cost around $150,000 to $200,000 a year.

Member Moscoso asked if Moleaer Inc. had any pilot projects or evidence that this system worked on brackish water.

Chris Stephan, Global Director of Surface Water at Moleaer Inc., stated that there were two divisions that worked specifically in ocean environments in Norway and Chile. He stated there were dozens of projects in surface water that were in brackish or marine environments.

Mayor Connors advised that he did not believe any state appropriation dollars would be given for this project, but he was in support of seeking out other funding and grant opportunities through the Florida Department of Environmental Protection (FDEP) and Save Our Indian River Lagoon (SOIRL).

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BOARDS AND COMMISSIONS

2025/2026 Student Advisory Council Membership Appointments – City Manager Abbate advised the request was to confirm Mr. Mikael Ronstrom (Academic Community Enrichment, Inc, 12th grade), Ms. Trinity Johnson (Academic Community Enrichment, Inc, 10th grade), Ms. Jackie Willis (Academic Community Enrichment, Inc, 9th grade), Mr. David Speeler (Titusville High School, 9th grade) and Ms. Kylie Miller (Astronaut High School, 9th grade), as members of the 2025/2026 Student Advisory Council, as nominated from their schools.

Motion: Member Nelson moved to confirm Mr. Mikael Ronstrom (Academic Community Enrichment, Inc, 12th grade), Ms. Trinity Johnson (Academic Community Enrichment, Inc, 10th grade), Ms. Jackie Willis (Academic Community Enrichment, Inc, 9th grade), Mr. David Speeler (Titusville High School, 9th grade) and Ms. Kylie Miller (Astronaut High School, 9th grade), as members of the 2025/2026 Student Advisory Council, as nominated from their schools. Vice-Mayor Cole seconded the motion. The motion carried unanimously.

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Planning and Zoning Commission Semi-Annual Report - City Manager Abbate advised that the Planning and Zoning Commission semi-annual written report was included in the agenda packet. No action was requested.

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

Laurilee Thompson stated there was currently an algae bloom in the Indian River Lagoon. She discussed the Nanobubble Technology presentation that was discussed earlier in the meeting and stated that she was in support of the City using this technology in the Indian River Lagoon. Ms. Thompson stated that using the Nanobubble Technology was an opportunity to improve the health of the Indian River Lagoon in Titusville.

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Robert Wilson expressed concern regarding the display of the American Flag at the Fire Department across from City Hall. He stated that the flag was displayed on the right side and should be on the left side. City Manager Abbate advised he would look into his concern.

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Barbara Evans expressed concern regarding the SpaceX Starship Super Heavy, the sonic boom, and the reduced access to Playalinda Beach, etc.

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Motion: Member Nelson moved to approve a letter to be written to Space X on behalf of the citizen's/resident's concern regarding the SpaceX Starship Super Heavy, the sonic boom, and the reduced access to Playalinda Beach. Member Nelson seconded the motion.

Toni Shifalo stated that she was in support of sending a letter. She discussed Launch Pad 37 and Lauch Pad 39 at Kennedy Space Center and expressed concern for the sonic boom and the reduced access to Playalinda Beach, etc.

The motion carried unanimously.

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Moshe Rosenbaun stated that he was requesting the City to reclassify Tropic Street as a collector roadway. Mr. Rosenbaun stated that reclassifying Tropic Street would better reflect the current traffic conditions, enhance planning consistency and provide a framework for balanced urban growth along this corridor. Mr. Rosenbaun provided a handout to Council.

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CONSENT AGENDA

Member Moscoso advised that she wanted to pull Consent Agenda Item 8A - State Housing Initiative Partnership Program (SHIP) affordable housing agreement between Community of Hope, Inc. in the amount of $125,000 for discussion.

City Manager Abbate read Consent Agenda items A, B, C, D, E, F, G, H, I J, K, L and M as followed:

A. State Housing Initiative Partnership Program (SHIP) affordable housing agreement between Community of Hope, Inc. in the amount of $125,000 - Approve SHIP grant funding in the amount of $125,000 for the construction of affordable housing units by Community of Hope, Inc.

B. Equipment/Vehicle Lease-Purchase Agreement - Approve Resolution No. 15-2025, authorizing the execution and delivery of financed equipment/vehicles; All subsequent equipment/vehicle schedules with Bank of America Public Capital Corporation; Authorizing the execution and delivery of an Escrow agreement, if necessary, in connection with the acquisition, purchase, financing and leasing of certain equipment/vehicles for an amount not to exceed $16,000,000. Authorize the Mayor, City Manager, and Finance Director to sign all relevant documents.

C. Renewal of the City's Property and Casualty Insurance Lines of Coverage - Approve the renewal of all Insurance lines of coverage for Fiscal Year 2025-26 at a total premium cost of $1,527,977.96, which is an increase from last fiscal year's cost of $1,505,343.07 or a total dollar increase of $22,634.89, and authorize the City Manager to put in place all the necessary instruments for this renewal. Also pending the approval of the FY2026 Annual Budget.

D. Administrative Services Medical Renewal for the effective date of October 1, 2025, ending September 30, 2026 - Approve the renewal of an Administrative Service Fee; Group Medical, Pharmacy benefit plan with Aetna with a 2.0% change in the current Medical Administration and Access Fee and pending approval of the FY2026 Annual Budget.

E. Stop Loss Medical Reinsurance Coverage for Period October 1, 2025 through September 30, 2026 - Approve the renewal of medical reinsurance coverage with SunLife to cover medical reinsurance costs at an estimated annual premium with Pooling of $1,232,280.52 for FY 2025-2026. This amount represents an increase of 3.52% in specific reinsurance costs over the current year spending. Also pending approval of the FY2026 Annual Budget.

F. Vactor Impact Sewer Cleaner Turn Key Maintenance and Repurchase Agreement - Approve the turn key maintenance contract and repurchase agreement with Environmental Products Group, Inc. for maintenance of the Vactor Impact Sewer Cleaner in the amount of $15,800 annually for a period of five years with a buyback amount of $71,000 after the five years, pending approval of the FY2026 Annual Budget.

G. Community Redevelopment Agency (CRA) Budget Amendment - Approve the associated Budget Amendment for a total of $30,515 from Utilities Infrastructure and Stormwater Infrastructure to CR2501 Broad Street Project.

H. Vendor of Record FY 26 - (1) Approve the use of the attached vendors determined to be the Sole Source, Single Source, Original Equipment Manufacturer (OEM) and/or Proprietary purchases; (2) Approve the use of State Contract(s), cooperative contracts and other agency contracts when market research dictates utilizing one of these existing contracts is in the best interest of the City; (3) Approve the issuance of purchase orders and contract renewal options (4) Delegate authority to the City Manager to award VOR purchases and contracts, exceeding the Ordinance limits, subject to the appropriation of funds for FY 2026; (5) Authorize the Mayor to execute all contracts to VOR exceeding $50,000; and authorize the City Manager to execute all contracts up to $50,000; and (6) Approve Purchasing and Contracting to make award updates or changes to the VOR list resulting from competitive procurement actions conducted by other governmental agencies for those expired contracts being used by the City.

I. Water Allocation Permit- 1955 North Washington Avenue - Authorize the issuance of a water supply capacity allocation permit in the amount of 11,925 gallons per day, which is 2.1% of the excess capacity for the development located at 1955 North Washington Avenue, subject to the approval of the Florida Department of Environmental Protection permit for the installation of water and sewer infrastructure.

J. Amendment No. 3 for the State Revolving Fund Agreement WW050350 - Approve amendment 3 to State Revolving Fund Agreement WW050250 granting additional time to complete the design project and authorize the City Manager to execute the agreement.

K. Resolution No. 16-2025 Approving Temporary Closure of a State Road (Garden Street) for Special Events - Astronaut High School Homecoming Parade, October 2, 2025 - Approve Resolution No. 16-2025 approving the temporary closure of Garden Street beginning at Publix and ending at the bus compound on Dixie Avenue, on October 2, 2025, for the Astronaut High School homecoming parade.

L. Fiscal Year 2025 Road Reconstruction/Resurfacing Project Change Order #2 - Approve change order #2 of the FY25 Road Reconstruction / Resurfacing Project to MASCI General Constructors, Inc. of Port Orange Beach, FL in the amount of $338,079 for the replacement of concrete driveways adjacent to the roadway within the project area. Additionally, approve the associated budget amendment.

M. Employment Agreement for the City Attorney – Approve the Employment Agreement for the City Attorney.

City Clerk Wanda Wells advised that one speaking card was submitted for Consent Agenda Item 8D. Gina Viccini submitted a card for Item 8D but did not speak.

Mayor Connors discussed Consent Agenda Item 8C - Renewal of the City's Property and Casualty Insurance Lines of Coverage, 8D - Administrative Services Medical Renewal for the effective date of October 1, 2025, ending September 30, 2026 and 8E - Stop Loss Medical Reinsurance Coverage for Period October 1, 2025 through September 30, 2026. The discussion included clarifying the 5% deductible per City building, auto liability cost, tracking auto claims and stop loss risk.

Motion: Member Nelson moved to approve Consent Agenda items B, C, D, E, F, G, H, I, J, K, L and M in accordance with recommendations. Vice-Mayor Cole seconded the motion. The roll call vote was:

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

The motion carried unanimously.

xxx

State Housing Initiative Partnership Program (SHIP) affordable housing agreement between Community of Hope, Inc. in the amount of $125,000 – City Manager Abbate advised the request was to approve SHIP grant funding in the amount of $125,000 for the construction of affordable housing units by Community of Hope, Inc.

If approved, the Neighborhood Services Department would provide $25,000 per home, $125,000 total, through the SHIP grant program, for the successful construction and sale of the five homes within a three (3) year period. The Department would utilize $50,000 from the City's SHIP 25/26 grant program year and $75,000 from the 26/27 grant program year, with completion on or before May 2028.

Staff was requesting approval to utilize the SHIP funds as outlined in the approved Local Housing Assistance Plan (LHAP) to enter into a funding agreement with Community of Hope, Inc., for the construction of five (5) new affordable homes on the donated lots. These lots will be held as affordable, in perpetuity, through Community of Hope, Inc. Land Trust mechanism. Staff request City Council's authorization for the Mayor to execute the necessary agreement(s) and loan documents required for the SHIP grant program.

Toni Shifalo stated that she was in support of this item. Ms. Shifalo also stated that there were homes that were previously built by Community of Hope, Inc. in her neighborhood and they blended well with the surrounding homes.

Member Moscoso stated that she was in support of this item. She asked if Community of Hope, Inc. offered any type of counseling for people, once they received the home. Member Moscoso expressed concern for the 34% foreclosure rate on the State Housing Initiative Partnership Program (SHIP) properties in the City of Titusville.

Neighborhood Services Director Terrie Franklin stated that Community of Hope, Inc. offered wrap around (personalized, team-based support systems) services for tenants in their rental properties. She stated that these properties would be placed into a community land trust for 99 years and future buyers would have the same level of support. Neighborhood Services Director Terrie Franklin stated that the foreclosures Member Moscoso mentioned could be foreclosures from first-time homeowners who were assisted by Titusville for the down payment or properties the City assisted with repairs.

Motion: Member Nelson moved to approve SHIP grant funding in the amount of $125,000 for the construction of affordable housing units by Community of Hope, Inc., as recommended. Vice-Mayor Cole seconded the motion. The motion carried unanimously.

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ORDINANCES – SECOND READING, PUBLIC HEARING AND RELATED ACTION

Conditional Use Permit (CUP) Application No. 5-2025 St. Francis Reflections PACE Center – City Manager Abbate advised that staff recommended approval of the CUP for an adult daycare at 1250 Grumman Place consistent with the approved concept plan in the Community Commercial (CC) zoning district.

On September 3, 2025, the Planning and Zoning Commission recommended approval with staff's conditions, 7-0.

Attorney Jim Stokes read the *Quasi-judicial rules of Procedures*.

Community Development Director Brad Parrish stated the applicant was requesting a Conditional Use Permit (CUP) to allow an adult day care center facility at 1250 Grumman Place in the Community Commercial (CC) zoning district. A Conditional Use Permit was required to establish an adult day care use if the property was located on a local street, or abutting property with a single-family zoning or use. The subject property was both: located at the western terminus of Grumman Place, a local street, and abuts the Laurel Run at Meadowridge single family residential subdivision to the south, zoned R-1B.

There was an existing 43,940 square foot building on-site that was currently used by St. Francis Reflections as office space. The request would allow an adult day care facility to occupy 19,950 square feet of area within the existing building. The proposed hours of operation were between the hours of 8:00 a.m. and 5:00 p.m. The services anticipated were recreational and medical activity support. Proposed improvements to the exterior of the building include the addition of a covered drop-off area, modifications to the parking area near the drop-off area, and water/sewer improvements to support the day care services. A site development permit would be required.

Joe Killian, CEO of St. Francis Hospice, stated that they had been caring for patients for fifty years. He stated that an inpatient center was equivalent to an intensive care unit, etc. Mr. Killian stated that they owned a building that was 40,000 square feet and they planned on dividing it up

and providing a Program of All-Inclusive Care for the Elderly (PACE). It was designed to take care of the underserved people in the Titusville community, typically Medicaid patients to keep them out of nursing homes. The PACE program provided meals, care, social services, medical care and transportation.

Motion: Member Nelson moved to approve Conditional Use Permit (CUP) Application No. 5-2025 for an adult daycare at 1250 Grumman Place consistent with the approved concept plan in the Community Commercial (CC) zoning district, as recommended by staff and approved by the Planning and Zoning Commission. Vice-Mayor Cole seconded the motion. The roll call vote was:

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

The motion carried unanimously.

xxx

ORDINANCES-FIRST READING – None.

xxx

OLD BUSINESS – None.

xxx

NEW BUSINESS

Advisability - Titusville Social Services Ad Hoc Committee – City Manager Abbate advised the request was to approve the creation of the Titusville Social Services Ad Hoc.

Neighborhood Serviced Director Terrie Franklin stated that staff was seeking advisability to create a temporary Ad Hoc committee in accordance with Section 31-5 of the City Ordinances for the purpose of addressing community needs and service gaps provided at the Harry T. Moore Social Service Center. The Ad Hoc committee would operate for a period of six months, if approved. Appointments to the Ad Hoc would be made by City Council through an application process.

Toni Shifalo stated that she was in support of staff creating a temporary Ad Hoc committee for the purpose of addressing community needs and service gaps. Ms. Shifalo asked council to consider members of the concerned citizens group and other community groups as applicants, etc.

Mayor Connors stated that he was in support of a temporary Ad Hoc committee for the purpose of addressing community needs and service gaps provided at the Harry T. Moore Social Service Center.

Motion: Member Nelson moved to approve the advisability for the creation of the Titusville Social Services Ad Hoc Committee, as recommended. Vice-Mayor Cole seconded the motion.

Discussion:

Member Moscoso asked how much rental space was available in the Harry T. Moore Social Services Center.

Neighborhood Serviced Director Terrie Franklin stated that there were five rental offices, but two were currently occupied. The fee was $1,200 a year.

Member Moscoso discussed how members would be appointed to the Titusville Social Services Ad Hoc Committee. She suggested allowing each council member to appoint a member to the committee.

Member Stoeckel stated that she was in support of approving the advisability for Neighborhood Services Director Terrie Franklin to bring back suggestion for council.

The motion carried unanimously.

xxx

Verona, Village A & E - Sketch Plat – City Manager Abbate advised the request was to approve the Verona A & E Sketch Plat as consistent with the City's Comprehensive Plan, Land Development Regulations and the requirements of Section 34-151 "Sketch Plat."

On September 3, 2025, the Planning and Zoning Commission recommended approval as presented, 7-0.

Rick Kern, the project engineer, stated that he concurred with staff on the findings of the project. He stated that they looked forward to making the final phase of the project and he was available for any questions.

Motion: Member Nelson moved to approve the Verona A & E Sketch Plat as consistent with the City's Comprehensive Plan, Land Development Regulations and the requirements of LDR Section 34-151 "Sketch Plat", as recommended. Vice-Mayor Cole seconded the motion. The motion carried unanimously.

xxx

Marketing, Public Relations, and Communications Strategy – City Manager Abbate advised the request was to approve the Marketing, Public Relations and Communications Strategy as presented by Marketing Alliance earlier in the meeting.

Motion: Member Nelson moved to approve the Marketing, Public Relations and Communications Strategy as presented by Marketing Alliance, as recommended. Vice-Mayor Cole seconded the motion. The motion carried unanimously.

xxx

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT (NON-AGENDA ITEMS) – None.

xxx

MAYOR AND COUNCIL REPORTS

Mayor's Report – Mayor Connors submitted his written report. All items were informational only.

xxx

Council Reports –

Vice-Mayor Cole advised the community to be aware of scam callers pretending to be their doctor's office, etc.

xxx

Vice-Mayor Cole discussed the water line break in his neighborhood and thanked the Public Works Department for the work they did to fix it.

xxx

Member Moscoso asked for approval to attend one day of the 2025 Florida Planning Conference in Daytona Beach, Florida scheduled for September 15 – 17, 2025, the cost was $45.

Motion: Member Stoeckel moved to approve the request for Member Moscoso to attend one day of the 2025 Florida Planning Conference in Daytona Beach, Florida scheduled for September 15 – 17, 2025, at a cost of $45. Member Nelson seconded the motion. The motion carried unanimously.

xxx

Member Moscoso discussed the use of City branding and social media to promote sponsorship of non-city events and how City Council operated under Council/Manager form of government. Member Moscoso expressed concern for Council members seeking sponsorships using the city branding or their title as a council member and stated that it created the potential for misuse of their public positions, confusion and possible legal liability.

Member Moscoso stated that she was concerned with the recent Mayor's Minute that claimed the City was working closely with SpaceX, NASA, FAA and state agencies on launch safety and beach access. Member Moscoso stated that when she asked about the City's position on this issue, there was minimal discussion. Member Moscoso stated that she believed that all council members should be informed and included on these decisions.

Member Moscoso also stated that she was concerned with the Mayor's Ball and requesting business sponsorship while using the mayor title, City branding, etc. Member Moscoso asked why this was not discussed with City Council and stated that it could have been something the whole City Council supported, but instead it was handled independently without council's input or oversight.

Member Nelson discussed Florida Statute 112.313(6). Member Nelson stated that City staff and City property were used for the Mayor's Minute and the Mayor's Ball and that concerned her. Member Nelson stated that City Council was not allowed to direct staff to do anything or use the City property for a special purpose.

Member Stoeckel stated that she did not want to stifle the Mayor's Minute and she was in support of communication and engagement with the community. Member Stoeckel also stated that she was in support of the Mayor's Ball and the representation of the north end of Brevard County. Member Stoeckel stated that City staff reported to the City Manager and she did not want any City staff being put in uncomfortable positions, etc.

Vice-Mayor Cole stated that he was in support of the Mayor's Ball and stated that if the City needed to form a 501(3)(c) for the City to support the Mayor's Ball, he was in support of that as well.

Attorney Jim Stokes stated that the City could set up a 501(3)(c) and it would be a fully owned corporation of the City of Titusville. The board of directors would be made up of the City Council members, the Chairman of the board would be the Mayor and the CEO of the corporation would be the City Manager. Attorney Jim Stokes advised it would need to be filed with the state and the Internal Revenue Service (IRS).

Attorney Jim Stokes stated that Florida Statute 112.313(6) was not a criminal statute, it was a part of Florida's Ethic Code.

Mayor Connors stated that the Valiant Air Command, Inc. Warbird Museum was looking into holding a ball to support and raise funds for their new convention center, the largest in North Brevard. Mayor Connors stated his goal was to assist a local nonprofit and not cost the City any money. Mayor Connors stated that the staff time for this event was completed by an unpaid intern and the Valiant Air Command was going to pay for the cost of stationery and printing.

Member Moscoso asked that no City resources were used unless it was approved by the City Council.

Motion: Vice-Mayor Cole moved to approve City Council's support for the upcoming Mayor's Ball with the Valiant Air Command reimbursing the City for any expenses incurred. Member Nelson seconded the motion.

Toni Shifalo asked what kept any of the other council members from doing this in the future. Ms. Shifalo also stated that she agreed with Member Moscoso's concern over the Mayor's Ball, etc.

Marvin Juhl with Valiant Air Command, Inc. Warbird Museum stated that they were a 501(3)(c) and they could not exist without it. He stated that the Mayor's Ball would help them tremendously and he appreciated the mayor's assistance.

The roll call vote was:

Mayor Connors	Yes
Vice-Mayor Cole	Yes
Member Stoeckel	Yes
Member Moscoso	No
Member Nelson	Yes

The motion carried 4, 1.

Motion: Vice-Mayor Cole moved to direct staff to file documents to form a 501(3)(c). Member Nelson seconded the motion. The roll call vote was:

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

The motion carried unanimously.

xxx

Member Nelson stated that she attended the Boys and Girls Club breakfast on September 9, 2025.

xxx

Member Stoeckel requested approval to attend the Florida League of Cities Annual Conference, Florida League of Cities Legislative Conference, and Florida League of Cities Legislative Action Days.

Motion: Member Stoeckel moved to approve her request to attend the Florida League of Cities Annual Conference, Florida League of Cities Legislative Conference, and Florida League of Cities Legislative Action Days. Vice-Mayor Cole seconded the motion. The motion carried unanimously.

xxx

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

xxx

City Manager Abbate advised that he needed to set a date for the Economic Development Workshop. City Manager Abbate advised that council may need to retitle it to the Economic Development Special Meeting, therefore council could take action.

City Manager Abbate stated that the following dates were proposed:

Primary: November 13, 2025 at 5:30 p.m.
Secondary: November 20, 2025 at 5:30 p.m.

Council authorized a special City Council meeting to conduct an Economic Development Workshop to discuss the way forward for attracting and retaining economic growth in Titusville. The special meeting will be held on November 13, 2025 at 5:30 p.m.

xxx

All remaining items were informational only.

xxx

City Attorneys Report

Request for City Council Executive Session to Discuss Pending Litigation – City Manager Abbate advised the request was for an Executive Session with the City Council to discuss a pending litigation matter, Liston, et al vs. City of Titusville, et al, case number 05-2024-CA-050881, currently pending in the Eighteenth Judicial Circuit in Brevard County, for the purpose of discussing litigation expenses and strategy.

Council authorized an Executive Session to discuss a pending litigation matter, Liston, et al vs. City of Titusville, et al, case number 05-2024-CA-050881 currently pending in Eighteenth Judicial Circuit in Brevard County, for the purpose of discussion litigation expenses and strategy. The executive session would be held on September 22, 2025 at 5:30 p.m.

xxx

With no further business to discuss, the meeting adjourned at 9:32 p.m.

_____

Andrew Connors, Mayor

ATTEST:

_____
Wanda F. Wells, City Clerk

The City of Titusville City Council met in special session on Thursday, September 18, 2025, at Titusville City Hall, second floor, Council Chamber, 555 South Washington Avenue, Titusville, Florida 32796. Mayor Connors called the City Council meeting to order at 5:30 p.m. Those present in the Council Chamber included Mayor Andrew Connors, Vice-Mayor Herman A. Cole, Jr., Col USAF Retired, and City Council Members Megan Moscoso, Jo Lynn Nelson, and Dr. Sarah Stoeckel. City Manager Thomas Abbate, Finance Director Teri Butler, City Clerk Wanda Wells, and the City's Executive Leadership Team (Department Heads or designees) were also present.

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

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

xxx

City's Proposed Budget for Fiscal Year (FY) 2026 - City Manager Abbate reviewed the purpose of the special City Council meeting, as provided in the Council agenda packet. The request was to conduct the final public hearing on the City's Proposed Annual Budget for Fiscal Year 2026; conduct the final reading of the related Ordinances to adopt a final General Operating millage rate; conduct the final reading of Ordinances proposing the Fiscal Year 2026 Water/Sewer and Solid Waste rates; and adopt the final General Operating, Enterprise and Capital Budgets. The request also included the adoption of the following proposed ordinances:

Ordinance No. 27-2025 - Providing for the Millage for the Operation of the City of Titusville for Fiscal Year 2026;

Ordinance No. 28-2025 - Adopting the General and Related Budgets of the City of Titusville for the Fiscal Year 2026;

Ordinance No. 29-2025 - Amending the schedule of fees for Water and Sewer service by increasing the changes and rates;

Ordinance No. 30-2025 - Amending the Code of Ordinances by increasing the Solid Waste service charges and rates; and

Ordinance No. 31-2025 - Adopting the Enterprise Funds and Capital Improvements Programs of the City of Titusville for the Fiscal Year 2026.

Finance Director Teri Butler gave a presentation that highlighted the following information:

- Fiscal Year (FY) 2026 Annual Operating and Capital Budget Public Hearing
- Budget process

- Budget related ordinances for final reading
- *Florida Statutes* Chapter 200 regarding procedures for Public Hearings
- FY 2026 Proposed Budget All Funds Revenues of $156,961,516
- FY 2026 Proposed Budget All Funds Expenditures of $156,961,516
- *Florida Statutes* 200.065 and statute language required to be read publicly, which was read aloud by Finance Director Butler, as followed:

    - *The City of Titusville, Florida is the Taxing Authority*
    - *$6.1938 is the Rolled-back Millage Rate*
    - *The operating millage rate to be levied is $6.3000 mils*
    - *The Percent of increase over the rolled-back millage rate is $1.71%, which is considered a tax increase*

- Millage Rate
- Use of Millage Over Rollback Rate
- Fiscal Year 2026 General Fund Proposed Budgeted Revenues $62,314,756 (pie chart)
- Fiscal Year 2026 General Fund Proposed Budgeted Expenditures $62,314,756 (pie chart)
- Fiscal Year 2026 Proposed ad valorem per resident comparison (histogram)
- General Fund millage comparisons
- Proposed property tax on a residential home in Titusville

Utility Rate Changes –

- Stormwater and Solid Waste Rate Proposals (histograms and line graphs used in presentation)
- Stormwater Rate Comparison (Single Family)
- Solid Waste Rate Comparison (Residential)
- Solid Waste Rate Comparison (Commercial 4x1)
- Typical residential monthly bill for ¾" (inch) meter at existing and proposed FY 2026 rates
- Typical commercial monthly bill for ¾" (inch) meter at existing and proposed FY 2026 rates
- Typical commercial monthly bill for 1" (inch) meter at existing and proposed FY 2026 rates
- Water / Wastewater Rate Comparison (Residential)
- Combined Utility Rate Comparison (Residential)
- Fiscal Year 2026 Follow Up Items
- Fiscal Year 2026 Follow Up Items

Attorney Stokes reviewed the proposed actions for City Council, including reading the related budget ordinances into the public record, opening the final public hearing on each budget and related ordinance, allowing public comment on each ordinance, and amending the tentative budget if deemed necessary by the City Council.

xxx

Ordinance No. 27-2025 –

Attorney Stokes read Ordinance No. 27-2025 - AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, PROVIDING FOR THE MILLAGE FOR THE OPERATION OF THE CITY OF TITUSVILLE FOR FISCAL YEAR 2026; AND PROVIDING FOR AN EFFECTIVE DATE, for the second time and by title only.

Mayor Connors opened the final public hearing on Ordinance No. 27-2025.

Stan Johnston requested Council appropriate funds for equipment that detected sewer leaks, and any sewage or harmful chemicals that may be sprayed in fountains located in ponds at public parks, obtaining professional advice from engineers, concerns for forever chemicals in drinking water, testing for toxins and harmful compounds in the Indian River Lagoon, following the public participation rules, etc.

There was no Council discussion.

Motion:
Member Nelson moved to adopt Ordinance No. 27-2025 and the tentative millage rate for the operation of the City of Titusville at $6.3000 mils, which was a 1.71% increase above the rolled-back millage rate of $6.1938 mils, as recommended. Vice-Mayor Cole seconded the motion and the roll call vote was:

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

The motion carried unanimously.

The percentage increase above the rolled back millage rate was a percentage increase in property taxes that was tentatively adopted by the City Council.

The public hearing on Ordinance No. 27-2025 was closed.

xxx

Ordinance No. 28-2025 –

Attorney Stokes read Ordinance No. 28-2025 - AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, ADOPTING THE GENERAL AND RELATED BUDGETS OF THE CITY OF TITUSVILLE FOR THE FISCAL YEAR 2026; AND PROVIDING FOR AN EFFECTIVE DATE, for the second time and by title only.

Mayor Connors opened the final public hearing on Ordinance No. 28-2025.

Stan Johnston, a professional engineer and land surveyor, displayed signs at the back of the Council Chamber, to which he discussed the meaning and information on his signs. His concern was about fraud, flooding people's property, Council Members were not responding to his emails and calls that discussed his concerns and that were related to budgeting, etc.

Motion:
Member Nelson moved to adopt Ordinance No. 28-2025 and the General and Related Budgets of the City of Titusville for Fiscal Year 2026, as recommended. Vice-Mayor Cole seconded the motion.

Mayor Connors, along with Council and staff discussed:

- The procedures to "roll or earmark" any remaining funds from the Fiscal Year (FY) 2025 budget into the FY 2026 Budget
- Ideas for the use of any remaining funds from FY 2025, such as providing services to another entity that desired holding a parade to commemorate the 250th anniversary of the United States (ideas may include covering the cost for the road closure or assisting with the cost(s) for a permit from the Florida Department of Transportation (FDOT)
- Awaiting the formal closure of the FY 2025 budget to see how much funding was available
- Returning to Council in January 2026 to provide cost estimates for the suggestion made by Mayor Connors regarding assisting the community to hold a commemorative parade
- Palm Bay was doing something similar to commemorate the 250th anniversary of the U.S. and observing their preparations
- *State Sunshine Laws* and legal guidance for Council Members on what they could and could not discuss outside Council meetings
- The City's annual financial audit and the City's current auditing firm
- Regarding financial auditing, *Florida Statutes* governance, how an auditing selection committee was assembled, etc.
- Human Resources Department - The budget for professional services from FY 2025 as compared to FY 2026 indicated the costs had decreased. Line-item budget details for the budgeted amount(s) and reasons for the decrease from FY 2025 to FY 2026, to which staff would need to report back to the Mayor and provide a full accounting, in order to provide the details the Mayor was seeking. The budget had also been revised and a comparison to the prior budget was also discussed

Member Stoeckel advised that she observed a decrease in the costs for professional services in other departments (Community Relations used as example) and her desire to receive a full accounting or line-item budget details for the budgeted amount(s).

Member Moscoso and staff discussed *actual* versus *budgeted* costs for professional services for Economic Development, in comparison to FY 2023 and the FY 2026 proposed budget. Staff advised that Council previously directed staff to follow-up or complete a couple or few directives in the area of Economic Development. These cost differences and professional services were attributed to consulting fees for Kimley-Horn. Member Moscoso desired receiving the budget

details on these kinds of items. Staff would provide the substantive amount of information requested.

Mayor Connors commented on marketing and budgeting for Economic Development and/or benefits consultants for Human Resources. He commented on the importance of setting aside an appropriate amount of funding, in order to obtain the best advice possible, as well as setting aside enough funding to assist with aligning everyone's goals. Mayor Connors and staff also discussed learning more on how much the Mayor or Council desired budgeted on these items, contingency funds that could be used or that were available at the City Manager's discretion if "something came-up later", the significant amount of money to get started or that was set aside, and if Council desired more, the Council would also need to decide what to take out of the budget. Mayor Connors reiterated that he observed the cost for professional services for Human Resources went down from the prior fiscal year. He only wanted to make sure whether Council or staff desired more funding for this item.

Mayor Connors's last question concerned the City's organizational chart and whether the City Council was charged with approving the chart. Attorney Stokes advised the organizational chart was a justification for the dollar amounts and the line items. The organizational chart was in the purview of the City Manager. The City Manager also had the flexibility to make changes to the organizational chart. This was a feature of the Council-Manager form of government.

Mayor Connors commented on clarifying the purpose of *City Charter, Article II. – The Council, Section No. 15, Section 15(4)*, which indicated "Establish other administrative departments and distribute the work of divisions within the departments". Attorney Stokes stated that establishing the departments was one of Council's functions, but how the departments were staffed fell under the City Manager's purview. The nature of when this sometimes came-up might be when Council desired outsourcing services to the private sector or other governmental agencies.

Member Stoeckel advised City Council set policy, such as deciding what services to provide to the citizens and public, but the City Manager decided how to implement City Council's policies. Member Stoeckel added that she taught public budgeting (University level) and was aware that some public agencies did not provide an organizational chart in their budgets. She appreciated that Titusville did include the organizational chart in the budget for transparency purposes. Policy was the Council's focus.

Mayor Connors and Attorney Stokes discussed procedures whereby the City Council appointed the external auditor and the City Manager appointed the internal auditor. Mayor Connors further discussed *City Charter, Article II. – The Council, Section No. 15, Section 15(6)*, "Appoint a city auditor", and *City Charter, Article II. – The Council, Section No. 27. - Independent annual audit.*

Attorney Stokes supported comments made by Mayor Connors that it would be a conflict of interest for an external auditor to report to the City Manager. Additionally, Mayor Connors made recommendations for the future auditing of the City's budget, including having the auditor (internal auditor implied) report to the City Attorney, assigning an individual Council Member to meet with the auditor once a month, etc.

Member Stoeckel was open to Mayor Connors' ideas on auditing. She also supported current procedures for having an internal auditor to ensure everything was being done correctly, not because she felt anyone was doing anything wrong, but to ensure the correct procedures and documentation were in order for budget auditing purposes. For example, her requests to travel on behalf of City business. This was to ensure the City was in compliance with the laws and should a Department of Government Efficiency (DOGE) audit occur, there would be no issues, etc.

Vice-Mayor Cole commented on his many years of experience and knowledge with the Parrish Medical Center (hospital) budget, the hospital's use of an audit committee that was made up of board members, and the audit committee reported to the hospital board members for the purpose of facilitating or conducting an external audit of the hospital's budget. Vice-Mayor Cole advised the hospital's Chief Executive Officer (CEO) received the external audit results of the budget only after it was presented to the hospital board (after-the-fact), which occurred in January each year.

Council and staff discussed the process for Council selecting the external auditor to review the City's budget, *Florida Statutes* governance on these matters (*Florida Statutes* Chapter 218.391), Council reviewing the Request for Proposal (RFP), having a separate committee to which the City's Finance Director was not allowed to participate, utilizing assistance from other agencies for the committee's make-up, such representatives from the Sherriff's Office, the Property Appraiser's Office, a Member of City Council, the committee was charged with reporting back to City Council with their recommendations on hiring an external auditor, the City Council hired the external auditor, etc.

Member Stoeckel advised the Council could bring this subject up at an upcoming regular City Council meeting.

The roll call vote on Ordinance No. 28-2025 was:

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

The motion carried unanimously.

The public hearing on Ordinance No. 28-2025 was closed.

xxx

Ordinance No. 29-2025 –

Attorney Stokes read Ordinance No. 29-2025 - AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING SECTION 21-241 AND 21-243 OF THE CODE OF ORDINANCES BY AMENDING AND INCREASING THE SCHEDULE OF RATES AND CHARGES FOR WATER AND SEWER SERVICE; PROVIDING FOR SEVERABILITY,

REPEAL OF CONFLICTING ORDINANCES, AN EFFECTIVE DATE AND INCORPORATION INTO THE CODE, for the second time and by title only.

Mayor Connors opened the final public hearing on Ordinance No. 29-2025.

Stan Johnston was opposed to the proposed ordinance. His concerns were related to water and sewer and specifically two dams at the senior center that he felt were illegal due to not having compensatory storage and surveying. He also expressed his beliefs that illegal and unconstitutional taking of property had occurred due to subsequent flooding that resulted, other dams that were illegal, the Federal Emergency Management Agency (FEMA) was not contacted as it related to constructing five dams, auditing the budget, concerns for fraud from his viewpoints on prior reports he advised were intended to look into his prior concerns, etc.

Motion:
Member Nelson moved to approve Ordinance No. 29-2025 amending schedule of fees for water and sewer service, as recommended. Vice-Mayor Cole seconded the motion.

There was no Council discussion.

The roll call vote was:

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

The motion carried unanimously.

The public hearing on Ordinance No. 29-2025 was closed.

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Ordinance No. 30-2025 –

Attorney Stokes read Ordinance No. 30-2025 - AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA; AMENDING SECTION 16-116 OF THE CODE OF ORDINANCES BY AMENDING AND ESTABLISHING AN INCREASE TO THE RESIDENTIAL MONTHLY CHARGE FOR SOLID WASTE, RECYCLING AND ADDITIONAL CART FEES; AND BY AMENDING SECTION 16-117 OF THE CODE OF ORDINANCES BY AMENDING AND ESTABLISHING AN INCREASE TO THE COMMERCIAL DUMPSTER AND COMMERCIAL CAN MONTHLY CHARGES FOR SOLID WASTE AND RECYCLING FEES AND INCREASING THE COMMERCIAL DUMPSTER RENTAL FEES; AND BY AMENDING SECTION 16-118 OF THE CODE OF ORDINANCES BY AMENDING AND ESTABLISHING AN INCREASE IN THE EXTRA CHARGES FOR SPECIAL SERVICES; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AN

EFFECTIVE DATE AND INCORPORATION INTO THE CODE, for the second time and by title only.

Mayor Connors opened the final public hearing on Ordinance No. 30-2025.

Stan Johnston highlighted an email that he sent to Council earlier in the day. He also praised the Public Works Director that oversaw Solid Waste.

Motion:
Member Nelson moved to approve Ordinance No. 30-2025 amending the Code of Ordinances by increasing the Solid Waste service charges and rates, as recommended. Vice-Mayor Cole seconded the motion.

There was no Council discussion.

The roll call vote was:

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

The motion carried unanimously.

The public hearing on Ordinance No. 30-2025 was closed.

xxx

Ordinance No. 31-2025 –

Attorney Stokes read Ordinance No. 31-2025 - AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, ADOPTING THE ENTERPRISE FUND AND CAPITAL IMPROVEMENTS PROGRAM BUDGETS OF THE CITY OF TITUSVILLE FOR THE FISCAL YEAR 2026; AND PROVIDING FOR AN EFFECTIVE DATE, for the second time and by title only.

Mayor Connors opened the final public hearing on Ordinance No. 31-2025.

Stan Johnston read from an email he sent to Council earlier in the day that expressed his concerns for errors in a 1985 Freshwater Management Study, 10 problems he mentioned in his email, etc.

Motion:
Member Nelson moved to approve Ordinance No. 31-2025 adopting the Enterprise Fund and Capital Improvements Program Budgets of the City of Titusville for the Fiscal Year 2026, as recommended. Vice-Mayor Cole seconded the motion.

There was no Council discussion.

The roll call vote was:

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

The motion carried unanimously.

The public hearing on Ordinance No. 31-2025 was closed.

xxx

Mayor Connors commended staff on the preparation of the Fiscal Year (FY) 2026 budget. City Manager Abbate also praised staff and commented on the City having been able to retire (paid in full) the Riverfront Property Acquisition bonds during 2025 that resulted in a current millage that was $.19 mils lower than the previous year as well as that, as well as the City Council adopting the lowest millage rate in 17 years.

xxx

Petitions from the Public Present –

Stan Johnston commented and further read from an email he sent to Council earlier in the day that expressed his concerns on fraud, the City Council was not responding to his concerns, etc.

xxx

Motion:
Member Nelson moved to adjourn the meeting at 6:51 p.m. Vice-Mayor Cole seconded the motion. None of the Council objected and the meeting was adjourned.

_____
Andrew Connors, Mayor

ATTEST:

_____
Wanda F. Wells, City Clerk

City Council
Attorney-Client Session
September 22, 2025

The City of Titusville City Council met in a special Attorney-Client (Executive) Session on Monday, September 22, 2025, at Titusville City Hall, second floor, Council Chamber, 555 South Washington Avenue, Titusville, Florida 32796. Those present were Mayor Andrew Connors, Vice-Mayor Herman A. Cole, Jr., Col USAF Retired, and City Council Members Megan Moscoso, Jo Lynn Nelson, and Dr. Sarah Stoeckel. Also, present were City Manager Thomas Abbate, Interim City Attorney James Stokes, and Assistant City Clerk Jolynn Donhoff.

xxx

Mayor Connors opened the public meeting at 5:30 p.m. He read aloud legally required information on the purpose and scope of the Special City Council meeting. The special meeting was called to hold an Attorney-Client Session to discuss pending litigation regarding *LISTON, ET AL. v. CITY OF TITUSVILLE, ET AL., Case No. 05-2024-Ca-050881 (In the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida).* Mayor Connors advised that as provided for in *Florida Statutes* Section 286.011(8), the Attorney-Client Session would open to the public in the City Council Chambers then recess to a private Attorney-Client Session in the Round Room Conference Room, on the first floor of City Hall, to discuss the pending litigation.

Mayor Connors further advised the attendees at the private Attorney-Client Session included himself, Mayor Andrew Connors, Vice-Mayor Herman A. Cole, Jr., City Council Members, Megan Moscoso, Jo Lynn Nelson, and Sarah Stoeckel, City Manager Thomas Abbate, Interim City Attorney James Stokes, Litigation Counsel Ramon Vazquez, and a certified court reporter.

In addition, Mayor Connors advised the private Attorney-Client Session was anticipated to last for approximately one (1) hour; however, the session may continue, so long as the members of the City Council determined was necessary. At the conclusion of the private Attorney-Client Session, the Attorney-Client Session shall reopen and be adjourned in the City Council Chambers, on the second floor of Titusville City Hall, in accordance with *Florida Statutes* Section 286.011(8).

At 6:07 p.m. and at the conclusion of the private Attorney-Client Session, Mayor Connors reopened the meeting in the Council Chamber on the second floor of Titusville City Hall. Mayor Connors subsequently announced the termination of the special Attorney-Client Session and with no further business to discuss, the meeting adjourned at 6:08 p.m.

xxx

_____
Andrew Connors, Mayor

ATTEST:

_____
Wanda F. Wells, City Clerk

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Board of Adjustments and Appeals**

Department/Office: City Clerk

Recommended Action:

Appoint one (1) alternate member (Public-at-Large) to the Board of Adjustments and Appeals for an unexpired term to expire on July 31, 2027.

Summary Explanation & Background:

This five regular member and two alternate member board is appointed by City Council and shall be residents of the City for at least one year and a registered voter. At least three (3) of the regular members of the Board shall be persons with the following expertise/experience in at least one of the following disciplines: a) A licensed architect, engineer, landscape architect or surveyor; b) A general or building contractor; c) A person associated with the building trades industries; d) A person having an education degree (bachelor or master degree) in urban planning or with a current American Institute of Certified Planner certification; e) A person with a minimum of ten (10) years experience in land development or urban planning field; two members serve from the public at large; two alternate members may be appointed from the public at large. This board hears requests for variances from the City Code (e.g. building setbacks) and appeals from decisions of the building official. It meets the fourth Wednesday of the month at 6:00 p.m. at City Hall in the Council Chamber, 555 South Washington Avenue.

There is one application on file for consideration. Mr. Nathan Rothell (Public-At-Large) has expressed his willingness and desire to serve on this board as an alternate member (Public-at-Large) with a term to expire on July 31, 2027.

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Rothell, Nathan Board Application

RECEIVED FEB 24 2025

CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM

Please type, if possible (or print clearly) **Date:** Feb 24 2025

Legal Name: Rothell (Last) Nathan (First) F (M.I.)

Address: Home. 5 Indian River Ave Unit 605 Zip Code: 32796

Business: _____ Zip Code: _____

Telephone: Home _____ Business _____ Cell 321-298-4289

Email Address: nrothell@yahoo.com

Employer: Retired

Position/Occupation: _____ How Long. _____

Board(s) and Commission(s) Preferred (Please rank in order of preference):

1 First Choice Board of Adjustments + Appeals

2 Second Choice: Community Redevelopment Agency

3 Third Choice. Titusville Environmental Commission

Note Please complete the attached supplemental applications. Historic Preservation Board

Why do you desire to serve on the Board(s) indicated on your application?

Interested in the future of Titusville.

Work Experience:

United States Military

United States Post Office

Education Post-secondary educational institutions attended

Name & Location	Dates Attended	Degrees Earned
Community College of the Air Force	1997	Associates

Professional Licenses or Certificates Held:

Title	Date Issued	Issuing Authority
Home Inspector	Jul 11 2011	State of Florida

Community Involvement:
Volunteered for Boys + Girls Club - Titusville

Are you a member or participant of any community organizations? ☑ Yes ☐ No
If yes, please provide details
American Legion Disabled American Vets

Interests/Activities:
Outdoors - Boating Fishing -

Personal/Professional References

Name	Address	Telephone

Potential Conflict of Interest:

Do you have or hold any employment or contractual relationship with any business or any agency which is subject to regulation of or is doing business with the City of Titusville?
☐ Yes ☑ No (If Yes, please provide details below)

Do you have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between your private interests and the performance of your public duties on the board/commission or that would impede the full and faithful discharge of your public duties?

☐ Yes ☑ No (If Yes, please provide details below)

Note A resume or separate sheet with additional information may be included as part of your application.

Please answer the following questions:

1 Are you a City of Titusville Resident (Live in the City Limits)? ☑ Yes ☐ No (Staff verified E.C.)

2 How long have you lived in the City of Titusville (City Limits)? 3 Years

3 Are you a Registered Voter? ☑ Yes ☐ No (Staff verified E.C.)

If yes, provide Registration Number: 10103b570 Date of Registration: 9-10-1992

4 Are you currently serving on a City Board? ☐ Yes ☑ No

5 Have you ever served on a City Board? ☐ Yes ☑ No

If yes, which Board and when? _____

6 Do you feel you have adequate time to devote to this board/commission membership? ☑ Yes ☐ No

7 Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. ☐ Yes ☑ No

If you answered Yes to Question No 7, have your civil rights been restored? ☐ Yes ☐ No

8 Are you part of a protected class that requires your personal information to be redacted from public view? ☐ Yes ☑ No

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 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.

5 The City Council requests all applicants be present at the City Council meeting for Council's consideration of the application for appointment.

6 If appointed to a board, committee, or commission, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices and Florida Sunshine Law (Florida Statutes)

7 I acknowledge and understand that if I am selected as a member of a board, commission, or committee, any written communications in any format will be a public record

8 This application is effective for ONE YEAR from the date of receipt by the City Clerk's Office.

9 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*"

2/24/2025
Date Signed

Applicant's Signature

City Clerk's Office Use Only

Date Application Received: 2/24/25

Receipt Acknowledged By: E. Campbell

RETURN COMPLETED APPLICATIONS TO:

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

Board of Adjustments and Appeals

Supplemental Application

Name of Applicant: Nathan Rothell **Date:** 2-24-2025

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: _____

_____

_____

_____

Date Application Modified - 02-12-2025

Historic Preservation Board

Supplemental Application

Name of Applicant: Nathan Rothell **Date:** 2-24-2025

If you wish to serve as a member to the Historic Preservation Board, please check the following that apply to your expertise/experience:

_____ **Local historian, and/or architectural or art historian**

_____ **Architect**

_____ **Urban and regional planner**

_____ **Landscape architect**

_____ **Lawyer**

_____ **Engineer and/or building contractor**

_____ **Realtor and/or property appraiser**

✓ **Interested residents of City historic districts**

_____ **Brevard County Historic Preservation Commission**

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

_____

_____

_____

_____

Date Application Modified - 02-12-2025

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Titusville Environmental Commission (TEC) Landscape Management Trust Fund**

Department/Office: Planning

Recommended Action:
Consider the TEC's recommendation to Council.

Summary Explanation & Background:
At the TEC Sept 10th meeting, Member Browning made a motion to recommend to City Council the enclosed one-page document regarding the Landscape Management Trust Fund with the following additional language attached to the last sentence:

"We recommend Council's consideration of repurposing the Trust Fund, to provide the lion's share of support for the UFMP, including salary for an Urban Forester Manager, planting tree canopy trees in the right places throughout the city, software for Urban Forest Management for administrative purposes, and any other tools necessary to execute the Urban Forestry Management Plan."

Member Tucker seconded. The motion carried unanimously by voice vote.

On November 10th, the Community Development Department with the consultant, Eocene, will host the first community meeting for the Urban Forest Plan. The staff recommends the TEC's request be considered as part of the development of the Urban Forest Plan, including any implementation measures that may be recommended as a result of that plan.

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. LMTF 9-1-2025

THE CASE FOR A REPURPOSED LANDSCAPE MANAGEMENT TRUST FUND

Over the last year, the Titusville Environmental Commission (TEC) has discussed the idea of a Landscape Trust Fund that would exemplify the city's support for site development prioritizing the use of native plants and natural systems. The term used for discussion was "Native Landscape Management Trust Fund" (NLMTF). This followed the city's recent, laudable efforts in establishing a Low Impact Development (LID) ordinance and other natural resource protection initiatives. While the name suggests the TEC prioritizes native plants in the landscape, it would trivialize the idea to suggest that simply requiring a percentage of native plants over exotic species is what the idea is all about. Native plants have a big part in resilient communities, in particular large canopy tree species. The city of Titusville has made important strides in the last decade towards understanding major challenges and planning for how to meet them. Building on this work, we know we cannot afford to use resources unwisely. If we are going to spend money on public planting, we think those funds mostly need to be on those large plants that provide the most benefits.

Since 2001 the City of Titusville has utilized Landscape Trust Funds primarily for various beautification efforts, with mixed success. Revenue going into these funds has mostly come from fees charged to developers for tree removal. Titusville is not the first community to trade tree removal for flower beds. Sometimes beautification type plantings have failed. Well-intentioned plantings can die in the best of circumstances. When landscape development intended to benefit the community fails, is that due to a lack of maintenance, or design, or both? Usually a combination, but most commonly a lack of maintenance. In this, the city is not unique. It seems like failed plantings must be a phase that all municipalities go through until the vital commitment to maintenance is made by city staff. Utilizing native plants in places hard to maintain is one way to minimize loss.

Embracing a systems approach, the TEC's focus on the last year has eventually turned to native canopy shade trees as primary infrastructural elements of the landscape. Trees are workhorses of site development. We know that the right trees, in the right place, can significantly affect air and water quality and help minimize the need for expensive manufactured stormwater management structures. At the same time large trees provide framework for the type of environment in which people and businesses thrive.

This year the city resolved to allocate $50K of the uncommitted balance of the Landscape Trust Fund towards a required match for an Urban and Community Forestry Grant, which the city ultimately received. The city has now hired a consultant to help craft Titusville's first Urban Forestry Management Program. (UFMP) The TEC views the UFMP as a critical next step in the right direction. Likely, City Council will consider the Trust Fund as one of the allocated resources for the implementation of the UFMP. Should it be the major source of funding? Will it have enough funds to support a robust UFMP?

Landscape trust funds ensure that money is available over time to support the lofty ideas that attract businesses and tourists and promote livable communities. We recommend Council's consideration of repurposing the Trust Fund, to provide the lion's share of support for the UFMP.

DRAFT

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Task Order No. MHTO005 for the City of Titusville Reclaim Aquifer Storage and Recovery (ASR) Well Feasibility Study**

Department/Office: Public Works

Recommended Action:

Approve the award of Task Order #MHTO005 to Mead and Hunt in the amount of $59,792 to provide engineering consulting services including a feasibility study for an aquifer storage and recovery (ASR) well to manage excess reclaimed water through both storage and withdrawal capabilities, and authorize the City Manager to execute the Task Order.

Summary Explanation & Background:

The Florida Department of Environmental Protection (FDEP) has established a deadline of January 1, 2032, for the elimination of non-beneficial discharge to surface water. The City of Titusville currently utilizes the Blue Heron constructed wetland for the discharge of treated waters which can ultimately outfall into the Addison Canal. In order to plan for the elimination of this outfall, additional wet weather storage is needed within the reclaim water system.

The consultant will complete the following as part of the feasibility study:

- Review of regional hydrogeology
- Review of applicable regulations governing underground injection
- Review of source water quality with respect to UIC regulations
- Summary of viable injection well options including advantages and disadvantages
- Recommendation
- Conceptual well design
- Planning level cost estimate for subsurface construction cost of an ASR well or other UIC well under consideration

The City has continuing service agreements with five engineering firms. These firms are

typically utilized on a rotating basis to provide engineering support on an as-needed basis to include design plans and specifications, permitting assistance, bidding assistance, and construction administration.
In accordance with the existing contract, the firm of Mead and Hunt was requested to provide a proposal for a feasibility study for the project.

It is recommended that City Council approve the award of Task Order #MHTO005 to Mead and Hunt in the amount of $59,792 to provide engineering consulting services including a feasibility study for an aquifer storage and recovery (ASR) well to manage excess reclaimed water through both storage and withdrawal capabilities, and authorize the City Manager to execute the Task Order.

Alternatives:
Do not award the task order.

Item Budgeted:
Yes 401-5555-536.65-00-WR2404

Source/Use of Funds/Budget Book Page:
The project will be funded half of the effort from WR2401, Blue Heron Wastewater treatment plant improvements and the other half from WR2404, Osprey Wastewater Treatment Plant improvements.

Strategic Plan:
Goal 1

Strategic Plan Impact:
This initiative supports quality of life by working towards removing any connections to the Addison Canal. Although not part of the Indian River Lagoon, it protects the St. Johns which one day may have similar restrictions put in place.

ATTACHMENTS:
1. Reclaim ASR Well Feasibility Study Proposal & Scope MDG 8.25.2025
2. TASK ORDER#: MHTO005

August 28, 2025

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

Email: Ashleigh.Smith@Titusville.com

Subject: City of Titusville Reclaim ASR Well Feasibility Study

Dear Ashleigh,

In response to your request, we are pleased to provide the enclosed scope of services and engineering fee estimate for the above referenced project. This project involves evaluating the feasibility of installing Aquifer Storage and Recovery (ASR) wells to manage excess reclaimed water through both storage and withdrawal capabilities. The investigation will focus on regional hydrogeology and groundwater quality, existing groundwater use, source water quality, and relevant regulations and considerations for implementing an injection well under the Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) program. ASRus, LLC (ASRus) will be Mead and Hunt's prime subconsultant assisting to complete this feasibility study.

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

Sincerely,
MEAD & HUNT, Inc.

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

Matt Guzinski, P.E.
Engineer IV/CM

BTB/MDG;bf

CITY OF TITUSVILLE PUBLIC WORKS
SCOPE OF SERVICES
FOR
RECLAIM ASR WELL FEASIBILITY STUDY

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

GENERAL

This project involves evaluating the feasibility of installing Aquifer Storage and Recovery (ASR) wells to manage excess reclaimed water through both storage and withdrawal capabilities. The study will evaluate ASR and other potential injection well options for the management of excess reclaimed water at the City's Water Reclamation Facility (WRF). The investigation will focus on regional hydrogeology/groundwater quality, existing groundwater use, source water quality, and applicable regulations and considerations for the implementation of an injection well permitted under the Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) program. A report will be prepared and will include the following elements:

- Review of regional hydrogeology
- Review of applicable regulations governing underground injection
- Area of review query of groundwater use near the proposed site using available public databases, including figures and tables
- Review of source water quality with respect to UIC regulations
- Summary of viable injection well options including advantages and disadvantages
- Recommendation
- Conceptual well design
- Planning level cost estimate for subsurface construction cost of an ASR well or other UIC well under consideration
- Planning level schedule for permitting and subsurface construction

No groundwater modeling or solute transport modeling are included in the scope of services.

SCOPE OF SERVICES

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

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT's Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated six (6) month project duration. The PM will manage the development of project work and subconsultant efforts.

Project Kick-Off Meeting

MEAD & HUNT will coordinate and conduct one (1) in-person project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Quality Assurance / Quality Control

MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the OWNER.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – FEASIBILITY STUDY

Feasibility Study

MEAD & HUNT will prepare a draft Feasibility Study. The report will include the following:

- Review of regional hydrogeology
- Review of applicable regulations governing underground injection
- Area of review query of groundwater use near the proposed site using available public databases, including figures and tables
- Review of source water quality with respect to UIC regulations
- Summary of viable injection well options including advantages and disadvantages
- Recommendation
- Conceptual well design
- Planning level cost estimate for subsurface construction cost of an ASR well or other UIC well under consideration
- Planning level schedule for permitting and subsurface construction

No groundwater modeling or solute transport modeling is included in the scope of services.

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

Deliverables – Feasibility Study

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

PHASE 3 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as subconsultants, reproductions, postage, etc. Items included in this phase will be billed at actual cost plus 15%.

ASR Subconsultant

ASRus, LLC (ASRus) will evaluate ASR and other potential injection well options for the management of excess reclaimed water at the City's Water Reclamation Facility (WRF). This will be billed at actual cost plus 15%.

SCHEDULE

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

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
Phase 1 – Project Management	*180 days*	*Receipt of Notice to Proceed*
Phase 2 – Feasibility Study	*180 days*	*Completion of kickoff meeting*

The above timeframes do not include OWNER and agency review time.

COMPENSATION

The not-to-exceed cost for this Scope of Services is **$59,792.00**.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$8,894.00*	*Lump Sum*
Phase 2 – Feasibility Study	*$27,898.00*	*Lump Sum*
Phase 3 – Subconsultants and Reimbursables	*$23,000.00*	
TOTAL	***$59,792.00***	

AUTHORIZATION:

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

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

MEAD AND HUNT, INC.		Approved by: MEAD AND HUNT, INC.	
By:	*Author/Submitter*	By:	*Authorized Signer Review*
Name:	Matt Guzinski	Name:	Brad Blais
Title:	Engineer IV/CM	Title:	Vice President/Client Manager
Date:	August 28, 2025	Date:	August 28, 2025

Accepted by: CITY OF TITUSVILLE

By: _____

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

Name: _____

Title: _____

Date: _____

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

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

TASK ORDER FOR PROFESSIONAL ENGINEERING CONTINUING CONSULTING SERVICES AGREEMENT

City of Titusville
Purchasing & Contracting Division

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

CONTRACT#: CO23Q006-TB **TASK ORDER#: MHTO005**
CONSULTANT: Mead & Hunt Inc. **PROJECT#: WR2401**
ADDRESS: 4401 Eastport Parkway **PROJECT NAME: Reclaim ASR Well Feasibility Study**
Port Orange, FL 32127

By the signature affixed below, both the City and the Consultant agree to the following Contract work as per the Task Order stipulated herein. Upon proper execution of this document, the Consultant is hereby notified to commence work. All Task stated below is hereby incorporated and made a part of the Contract identified above. And all the terms and conditions of said Contract are incorporated herein and in full force and effect while executing the Task stipulated as follows:

Provide engineering consulting services including, but not limited to, evaluating the feasibility of installing Aquifer Storage and Recovery (ASR) wells to manage excess reclaimed water through both storage and withdrawal capabilities in accordance with Mead & Hunt, Inc. Consultant's proposal dated August 28, 2025, attached hereto. All tasks set forth herein shall be performed under the terms and conditions of the Non-Exclusive Professional Continuing Engineering agreement.

A) TOTAL AMOUNT OF TASK AWARDED PRIOR TO THIS TASK ORDER	$534,644.00
TOTAL AMOUNT FOR THIS TASK ORDER	$59,792.00
TOTAL AMOUNT OF TASK AWARDED INCLUDING THIS TASK ORDER	$594,436.00
B) TERM FOR THIS TASK ORDER	
COMPLETION DATE FOR THIS TASK ORDER: MM/DD/YYY	180 #of Days

CONSULTANT:

_____ **Date:** _____

_____

_____

Approved as to Form

_____ **Date:** _____

City Attorney

CITY OF TITUSVILLE:

_____ **Date:** _____

Tom Abbate, City Manager

ATTEST: _____ **Date:** _____

Wanda F. Wells, City Clerk

Approved as to Content

_____ **Date:** _____

City of Titusville - Staff Reviews

Leslie A. Rothering, Purchasing & Contracting Administrator: _____ **Date:** _____
(Council Approved: 08/14/2025) **(Signature)**

_____ : _____ **Date:** _____
Kevin Cook, Public Works Director **(Signature)**

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Purchase of Response Capable Staff Vehicle**

Department/Office: Fire and Emergency Services

Recommended Action:
Approve purchase of a 2025 Chevrolet Traverse AWD 4dr RS w/2RS response capable staff vehicle. The vehicle will be purchased from Alan Jay Fleet Sales using Contract number 5179-2025 City of Tallahassee. Purchase price on current quote #64921-2 is in the amount of $60,789.00.

Summary Explanation & Background:
Purchase of this vehicle is due to prolonged lead times and a need to maintain an adequate number of pool vehicles. The Fire Department uses "pool vehicles" for our part-time fire inspectors, in addition to other reasons as needed. Currently, we are down to one pool vehicle, which is a 2006 Ford Expedition. We have three part-time inspectors. The purchase of this vehicle would allow us to add one, more reliable, vehicle to our pool.

Alternatives:
Do not approve the purchase of a response capable staff vehicle

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:
Account Number: 001-5555-513.64-20 Z02607

Strategic Plan:
#2 - Efficient & Effective Services

Strategic Plan Impact:
An additional response capable staff vehicle allows the Fire Department to improve efficient and effective service delivery by reducing delays and increasing flexibility for our part-time fire inspectors and other projects.

ATTACHMENTS:

1. TALLY_TITUSVILLE FIRE RESCUE_64921_Quote_2 9-16-25 Chief 2026 Traverse

Contract Number:	5179 - 2025 CITY OF TALLAHASSEE
Quote ID:	64921
Agency:	TITUSVILLE FIRE RESCUE
Date:	9/16/2025

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2026 CHEVY TRAVERSE AWD LT, please review carefully and contact us with any errors or changes.

MSRP:	$44,695.00
Base Price:	$40,747.00
Factory Options:	$15,090.00
Aftermarket Options:	$4,952.00
Purchase Total:	$60,789.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: ASHLEE WILSON / 863-273-1105 / Ashlee.Wilson@AlanJay.com

ALAN JAY FLEET SALES

City of Tallahassee

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote 64921-2

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM		
Corporate Office	2003 U.S. 27 South	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200	
	Sebring, FL 33870	FAX 863-402-4221		Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE 7/23/2025

QUICK QUOTE SHEET

REVISED QUOTE DATE 9/16/2025

REQUESTING AGENCY **TITUSVILLE FIRE RESCUE**

CONTACT PERSON **GREG SUTTON** EMAIL GREGORY.SUTTON@TITUSVILLE.COM

PHONE **321-567-3792** MOBILE **321-289-8635** FAX **321-383-5703**

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

MODEL 1LB56 2LT — **MSRP** $44,695.00

2026 CHEVY TRAVERSE AWD LT

CUSTOMER ID CHIEF ADMIN VEHICLE — **GOVERNMENT PRICE** $40,747.00

BED LENGTH

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
GNT	Radiant Red Tintcoat	$490.00
HQF	RS Jet Black with Torch Red accents, Perforated Leather-appointed seat trim	$0.00
LK0	Engine, 2.5L Turbo DOHC SIDI with Variable Valve Timing (VVT)	$0.00
MF8	Transmission, 8-speed automatic	$0.00
2RS	UPGRADE TO - RS Preferred Equipment Group	$14,600.00
AR9	Seats, front bucket	$0.00
FE9	Emissions, Federal requirements	$0.00
RUH	Wheels, 22" (55.9 cm) High Gloss Black painted aluminum	$0.00
CPO	SEE ATTACHED PRINT OUT FOR COMPLETE VEHICLE DETAILS	
	FACTORY OPTIONS	**$15,090.00**

AFTERMARKET OPTIONS	DESCRIPTION	
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.	$245.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
WTF SUV 2	Weather Tech floor liner system (1st & 2nd rows).	$330.00
W SLICK1-HH-TAH-R	Whelen XLP Front and RST Rear Inner Edge interior visor lights with LED Modules, traffic advisor, takedown lights, mounting hardware, HHS4200 combination light/siren Rotary knob Controller, speaker, and bracket (RED).	$3,545.00
NOTE	ABOVE PACKAGE QUOTED FOR TAHOE, THIS IS A TRAVERSE, IF VEHICLE SPECIFIC REAR LIGHT BAR NOT AVAILABLE FROM WHELEN AT TIME OF ORDER A DOMINATOR LIGHT STICK WILL BE SUBSTITUTED.	$0.00
W TRACER60-TAH-RW	(2) Whelen 60'' SOLO color Tracers (5 lamp housing) with TAHOE mounting brackets alternating (RED/WHITE).	$1,490.00
W TLI2-2GL-RW	(2) Whelen ION T-Series DUAL color ultra thin light mounted in grille (RED/WHITE).	$450.00
NOTE	GRILLE LIGHTS TO BE INSTALLED (Behind Grille on L-Brackets)	$0.00
DTF SUV	Deep tint film on SUV with full side and rear glass coverage.	$410.00
OGD	ONE TIME PRICE CONCESSION FOR OPTION GROUP DISCOUNT	($1,518.00)
	AFTERMARKET OPTIONS	**$4,952.00**

ALAN JAY FLEET SALES

City of Tallahassee

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

TRADE IN	**TOTAL COST**	**$60,789.00**
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		
	TOTAL COST LESS TRADE IN(S) QTY 1	**$60,789.00**

Estimated Annual payments for 60 months paid in advance: $13,976.65

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **ASHLEE WILSON** **GOVERNMENT ACCOUNT MANAGER** Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2025 Chevrolet Traverse (1LD56) AWD 4dr RS w/2RS (✔ Complete)

Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Traverse (1LD56) AWD 4dr RS w/2RS — MSRP:$56,100.00

Interior:RS Jet Black with Torch Red accents, Perforated Leather-appointed seat trim

Exterior 1:Radiant Red Tintcoat

Exterior 2:No color has been selected.

Engine, 2.5L Turbo DOHC SIDI with Variable Valve Timing (VVT)

Transmission, 8-speed automatic

OPTIONS

CODE	MODEL	MSRP
1LD56	[Fleet] 2025 Chevrolet Traverse (1LD56) AWD 4dr RS w/2RS	$56,100.00
	OPTIONS	
2RS	RS Preferred Equipment Group	$0.00
AR9	Seats, front bucket	$0.00
FE9	Emissions, Federal requirements	$0.00
GNT	Radiant Red Tintcoat	$495.00
HQF	RS Jet Black with Torch Red accents, Perforated Leather-appointed seat trim	$0.00

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Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2025 Chevrolet Traverse (1LD56) AWD 4dr RS w/2RS (Complete)

LK0	Engine, 2.5L Turbo DOHC SIDI with Variable Valve Timing (VVT)	$0.00
MF8	Transmission, 8-speed automatic	$0.00
RUH	Wheels, 22" (55.9 cm) High Gloss Black painted aluminum	$0.00
	SUBTOTAL	**$56,595.00**
	Adjustments Total	$0.00
	Destination Charge	$1,395.00
	TOTAL PRICE	**$57,990.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2025 Chevrolet Traverse (1LD56) AWD 4dr RS w/2RS (✔ Complete)

Standard Equipment

Package	
	Convenience Package includes (BTV) Remote Start, (KA1) heated driver and front passenger seats and (KI3) heated steering wheel
	Enhanced Driving Package includes (UKL) Super Cruise, (UKZ) Enhanced Automatic Parking Assist, (ULM) Driver Attention Assist and (UQA) Bose premium 12-speaker audio system
	Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
	Safety Package 1 includes (UGN) Enhanced Automatic Emergency Braking, (KSG) Adaptive Cruise Control , (CTB) Intersection Automatic Emergency Braking, (UOW) Side bicyclist Alert, (UKM) Lane keep assist with Lane Departure Warning, enhanced and (UVZ) Reverse Automatic Braking
	Driver Confidence Package includes (KI6) 120V-volt power outlet, (UKK) Rear Pedestrian Alert, (UV2) HD Surround Vision and (UVX) Traffic Sign Recognition
	Trailering Package includes Hitch with hitch cover, (PZ8) Hitch View, (CTT) Hitch Guidance, (V08) heavy-duty cooling system and (KW5) 220 amp alternator
Mechanical	
	Engine, 2.5L Turbo DOHC SIDI with Variable Valve Timing (VVT) (328 hp [244 kW] @ 5500 rpm, 326 lb-ft of torque [442 N-m] @ 3500 rpm) (STD)
	Transmission, 8-speed automatic (STD)
	Engine control, stop-start system
	Engine control, stop-start system override
	Electronic Precision Shift, electronic transmission range selector
	Cooling system, heavy-duty
	Alternator, 220 amps
	GVWR, 6394 lbs (2900 kg)
	All-wheel drive
	Hitch Guidance
	Hitch View
	Suspension, Special Ride and Handling
	Brake lining wear indicator
	Brakes, 4-wheel antilock, 4-wheel disc
Exterior	
	Wheels, 22" (55.9 cm) High Gloss Black painted aluminum (STD)
	Tires, 275/45R22 all-season, blackwall (STD)

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Vehicle: [Fleet] 2025 Chevrolet Traverse (1LD56) AWD 4dr RS w/2RS (Complete)

Exterior	
	Wheel, spare, 18" (45.7 cm) steel
	Tire, compact spare, T135/70R18, blackwall
	Roof rails, Gloss Black
	Molding, high gloss Black door upper and low gloss Black belt
	Moldings, Black bodyside
	Moldings, rocker, Black
	Wheel moldings, High Gloss Black-painted
	Door handles, body-color
	Grille, High Gloss Black, sporty
	Headlamps, LED, automatic on/off walk-up/exit animation and sequential/swipe turn signal
	IntelliBeam
	Tail lamps, LED, uplevel with walk-up/exit animation
	Glass, deep-tinted
	Glass, rear, deep tint
	Mirrors, outside heated, power-adjustable, power-folding Black, driver-side auto-dimming with integrated turn signal indicators
	Wipers, Rainsense
	Heated wiper park
	Rear Camera Washer
	AutoSense Power Liftgate, programmable, hands free
Entertainment	
	Audio system, 17.7" diagonal advanced color high-contrast LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay and Wireless Android Auto for compatible phones
	Audio system feature, Bose premium 12-speaker system with sub-woofer
	SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
	Active Noise Cancellation, driveline

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Vehicle: [Fleet] 2025 Chevrolet Traverse (1LD56) AWD 4dr RS w/2RS (Complete)

Entertainment	
	Active Noise Cancellation (Requires (UQA) Bose premium 12-speaker audio system.)
Interior	
	Seats, front bucket (STD)
	Seating, 7-passenger (2-2-3 seating configuration)
	Seat trim, perforated leather-appointed
	Seat adjuster, driver 8-way power
	Seat adjuster, driver 4-way power lumbar
	Seat adjuster, front passenger 6-way power
	Seat adjuster, front passenger 4-way power lumbar
	Seats, heated driver and front passenger
	Seats, ventilated driver and front passenger
	Seats, second row bucket, 1-touch fold mechatronic for each seat
	Seats, heated rear outboard seating positions
	Seats, third row 60/40 split-bench, power folding
	Headrest, 3rd row center
	Memory settings recalls 2 driver "presets" for 8- way power seat, outside mirrors and power tilt and telescopic steering column
	Floor mats, front, carpeted (Deleted when LPO floor mats or floor liners are ordered.)
	Floor mats, rear, carpeted (Deleted when LPO floor mats or floor liners are ordered.)
	Sill plate, chrome
	Steering column, power tilt and telescopic
	Steering wheel, wrapped, flat-bottom
	Steering wheel, heated
	Driver Information Center, 11" diagonal display
	Vehicle health management provides advanced warning of vehicle issues
	Windows, remote express-up/-down driver and express-down all passengers
	Keyless Open, all doors includes extended range Remote Keyless Entry with lock/unlock feature
	Remote Start
	Universal Home Remote includes garage door opener, programmable
	Adaptive Cruise Control

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Vehicle: [Fleet] 2025 Chevrolet Traverse (1LD56) AWD 4dr RS w/2RS (Complete)

Interior	
	Wireless Phone Charging
	USB ports, 2, one type A and one type-C data/charge, located in the front area of the center console
	USB ports, 2 type-A, charge-only located on the rear of the center console
	USB ports, 2 type-A, charge-only one on each outboard location
	Power outlet, 120-volt, located on the rear of center console
	Air conditioning, tri-zone automatic climate control with individual climate settings for driver, front passenger and rear seat passengers
	Sensor, cabin humidity and windshield temperature
	Rear Camera Mirror
	Lighting, uplevel ambient
	Heater, electric, heater defroster system, reinforced
Safety-Mechanical	
	Enhanced Automatic Emergency Braking
	Front Pedestrian and Bicyclist Braking
	Intersection Automatic Emergency Braking
	Rear Cross Traffic Braking
	Reverse Automatic Braking
	Automatic Emergency Braking
	Lane Keep Assist with Lane Departure Warning (Included and only available with Chevy Safety Assist.)
Safety-Exterior	
	Mechanical jack with tools
Safety-Interior	
	Airbags, driver and front passenger frontal, seat-mounted side-impact first and second row outboard seating positions, and roof rail-mounted head-curtain for all outboard seating positions, and Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

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Safety-Interior	
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
	3 Years of Super Cruise and Digital Services by OnStar (After initial 3-year period, requires paid OnStar Super Cruise plan. OnStar services vary by vehicle and model and require an active service plan, working electrical system, cell reception and GPS signal. Super Cruise vehicles are connected to emergency services. See onstar.com for details and limitations. Terms apply.)
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	HD Surround Vision
	Blind Zone Steering Assist
	Super Cruise a hands-free driver assistance system for use on compatible roads (Included and only available with (Y5T) Enhanced Driving Package.)
	Enhanced Automatic Parking Assist
	Following Distance Indicator
	Forward Collision Alert
	Traffic Sign Recognition
	Side Bicyclist Alert
	LED Reflective Windshield Collision Alert
	Rear Pedestrian Alert
	Driver Attention Assist
	Seat belt restraint pretensioner, rear
	Seat belt, 3-point, front passenger with pretensioner and load limiter
	Seat belt, 3-point, driver with pretensioner and load limiter
	Seat belts, all rows 3-point with pretensioners, driver and front passenger height-adjustable
	Seat belt indicator, 2nd row
	Seat belt indicator, 3rd row
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
	LATCH system (Lower Anchors and Tethers for CHildren), for child restraints seats

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Safety-Interior	
	Display, automatic occupant sensing
	Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector
	Safety Alert Seat
	Rear Seat Reminder
	Tire Pressure Monitor System, auto learn
WARRANTY	
	Warranty Note: <<< Preliminary 2025 Warranty >>> Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles Corrosion Years (Rust-Through): 6 Corrosion Years: 3 Corrosion Miles/km (Rust-Through): 100,000 Corrosion Miles/km: 36,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000 Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Fleet] 2025 Chevrolet Traverse (1LD56) AWD 4dr RS w/2RS (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	All Wheel Drive	Trans Order Code	MF8
Trans Type	8	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	N/A
Second Gear Ratio (:1)	N/A	Third Gear Ratio (:1)	N/A
Fourth Gear Ratio (:1)	N/A	Fifth Gear Ratio (:1)	N/A
Sixth Gear Ratio (:1)	N/A	Reverse Ratio (:1)	N/A
Clutch Size	N/A	Final Drive Axle Ratio (:1)	3.49
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Seventh Gear Ratio (:1)	N/A	Eighth Gear Ratio (:1)	N/A

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	EPA MPG Equivalent - City	N/A
EPA MPG Equivalent - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	LK0	Engine Type	Gas I4
Displacement	2.5L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	328 @ 5500	SAE Net Torque @ RPM	326 @ 3500

Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Maximum Alternator Capacity (amps)	220

Cooling System

Total Cooling System Capacity	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A

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Vehicle: [Fleet] 2025 Chevrolet Traverse (1LD56) AWD 4dr RS w/2RS (Complete)

Vehicle

Emissions

Vehicle

EPA Classification	Standard Sport Utility Vehicle 4WD

Chassis

Weight Information

Base Curb Weight	4793 lbs	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Maximum Payload Capacity	N/A
Curb Weight	N/A	Total Option Weight	0.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	N/A		

Suspension

Suspension Type - Front	MacPherson Strut	Suspension Type - Rear	5-Link Independent
Suspension Type - Front (Cont.)	N/A	Suspension Type - Rear (Cont.)	N/A
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QZR	Rear Tire Order Code	QZR
Spare Tire Order Code	ZCD	Front Tire Size	275/45R22
Rear Tire Size	275/45R22	Spare Tire Size	T135/70R18

Wheels

Front Wheel Size	22 x -TBD- in	Rear Wheel Size	22 x -TBD- in
Spare Wheel Size	18 x -TBD- in	Front Wheel Material	Aluminum

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Vehicle: [Fleet] 2025 Chevrolet Traverse (1LD56) AWD 4dr RS w/2RS (Complete)

Chassis

Wheels

Rear Wheel Material	Aluminum	Spare Wheel Material	Steel

Steering

Steering Type	Electric Variable Rack & Pinion	Steering Ratio (:1), Overall	N/A
Lock to Lock Turns (Steering)	N/A	Turning Diameter - Curb to Curb	N/A
Turning Diameter - Wall to Wall	N/A		

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	12.6 x 1.2 in
Rear Brake Rotor Diam x Thickness	12.4 x 0.9 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	21.7 gal	Aux Fuel Tank Capacity, Approx	N/A

Dimensions

Interior Dimensions

Passenger Capacity	7	Passenger Volume	N/A
Front Head Room	40.67 in	Front Leg Room	44.29 in
Front Shoulder Room	62.28 in	Front Hip Room	58.7 in
Second Head Room	38.19 in	Second Leg Room	41.46 in
Second Shoulder Room	62.17 in	Second Hip Room	58.58 in
Third Head Room	38.54 in	Third Leg Room	32.13 in
Third Shoulder Room	57.72 in	Third Hip Room	48.62 in

Exterior Dimensions

Wheelbase	121 in	Length, Overall	204.49 in
Width, Max w/o mirrors	79.57 in	Height, Overall	69.57 in

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Vehicle: [Fleet] 2025 Chevrolet Traverse (1LD56) AWD 4dr RS w/2RS (Complete)

Dimensions

Exterior Dimensions

Track Width, Front	67.28 in	Track Width, Rear	67.05 in
Min Ground Clearance	6.77 in	Rear Door Opening Height	32.4 in
Rear Door Opening Width	49.1 in	Liftover Height	30.71 in

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 1	N/A	Cargo Area Length @ Floor to Seat 2	55.47 in
Cargo Area Length @ Floor to Seat 3	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Cargo Volume to Seat 1	97.6 ft^3	Cargo Volume to Seat 2	56.6 ft^3
Cargo Volume to Seat 3	22.9 ft^3		

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City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Award of Citywide Janitorial Services Contract**

Department/Office: Public Works

Recommended Action:

Approve the final scoring and award the contract to American Facility Services, Inc. of Alpharetta, GA, and authorize staff to conduct the final negotiations with the firm not to exceed $225,000 annually. Additionally, authorize the Mayor to execute the subsequent negotiated contract subject to the review of the City Attorney, City Manager, and Purchasing and Contracting.

Summary Explanation & Background:

The City solicited proposals for Citywide Janitorial Services on July 17th, 2025, under Request for Proposal (RFP) number SV-25-P-031TB-0-2025. The RFP solicitation notice was posted on the City's websites and was broadcast through DemandStar, the City's online bid platform partner, to 237 bidders. These actions resulted in 38 planholders and 13 proposal submissions with 3 deemed non-responsive.

The City's evaluation committee met in a public meeting, consisting of Joseph Arena, Public Works Manager I; Christine Lake, Public Works Manager II; Romelio Boykin, Human Resources Manager; Charles Demmon, Police Commander; and Chad Clark, Public Works Manager II, where members discussed and scored the proposal resulting in a recommendation to move forward with awarding and negotiating a final contract.

The recommendation of the Evaluation Committee is to approve the final scoring and to move forward with awarding the contract to American Facility Services, Inc of Alpharetta GA, and authorize staff to conduct final negotiations with the firm not to exceed $225,000 annually. Additionally, authorize the Mayor to execute the subsequent negotiated contract subject to the review of the City Attorney, City Manager, and Purchasing & Contracting.

Alternatives:

Do not award and re-bid

Item Budgeted:

Yes.

Source/Use of Funds/Budget Book Page:
PROFESSIONAL SERVICES/PROF SERVICES:
001-1508-539.31-01
104-5555-515.31.01
401-1615-536.31.01
401-1608-536.31-01
401-1610-536.31-01
401-1618-536-31-01

Strategic Plan:
Goal 2: Efficient & Effective Services

Strategic Plan Impact:
This action allows for the continued outsourcing of janitorial services.

ATTACHMENTS:
1. SV-25-P-031TB Tabulation Ranking
2. SV-25-P-031TB Names Only Tab Sheet -Rvsd
3. Exhibit 2 AFS Submittal
4. Exhibit 1 SV-25-P-031
5. Draft Contract

RFP Title/Name:	**Citywide Janitorial Services**
Proposal #:	**SV-25-P-031TB**
Meeting Date:	**September 15, 2025 @ 11:30 a.m.**
Posting DATE/TIME:	**9/15/25 2:00 p.m.**

	Committee Member Consolidated Ranking						
Proposer	**J. Arena**	**R. Boykin**	**C. Clark**	**C. Demmon**	**C. Lake**	**Total Score (Ranking)**	**Rank**
American Facility Services, Inc.	**1**	**1**	**6**	**2**	**2**	**12**	**1**
American Janitorial, Inc.	2	2	1	6	2	13	2
EDNO, LLC. dba/AbracadaClean	10	8	10	10	8	46	
Clean Space	3	6	7	4	5	25	5
Diversified Maintenance	4	9	2	8	3	26	7
Facilities Performance Group, LLC	6	10	9	4	7	36	9
Grosvenor Building Services, LLC.	8	5	5	8	6	32	8
Padegenis Cleaning, Inc.	4	7	4	7	1	23	4
W&G Maintenance Corp.	9	3	8	1	4	25	5
Xtremely Clean Janitorial Services LLC.	7	4	3	3	3	20	3

Note for record: price transposition with American Facility Services & American Janitorial Pricing point calculation single score sheet caused an error in the assigned points and final ranking calculations of Committee scores on 9/10/25. Therefore the Committee was reconvened on 9/15/25 to provide transparency and allow the commitee to give direction.

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.

Committee Recommendation: Recommendation to award and negoiate with top ranking firm " American Facility Services, Inc."

Tracy Bailey

Digitally signed by: Tracy Bailey
DN: CN = Tracy Bailey email = tracy.bailey@titusville.com C = US O = City of Titusville
Date: 2025.09.15 14:02:55 -04'00'

RFP Title/Name:	Citywide Janitorial Services						
Proposal #:	SV-25-P-031TB						
Meeting Date:	September 15, 2025 @ 11:30 a.m.						
Posting DATE/TIME:	9/15/25 2:00 p.m.						
	Committee Member Consolidated Scores & Ranking						
Proposer	J. Arena	R. Boykin	C. Clark	C. Demmon	C. Lake	Total Score	Rank
American Facility Services, Inc.	**88**	**88**	**70**	**69**	**86**	**401**	**1**
American Janitorial, Inc.	80	86	91	53	86	394	2
EDNO, LLC. dba/AbracadaClean	26	59	62	32	69	247	10
Clean Space	76	71	68	56	78	347	5
Diversified Maintenance	56	54	93	44	82	327	7
Facilities Performance Group, LLC	55	50	63	56	73	298	9
Grosvenor Building Services, LLC.	48	74	80	44	75	319	8
Padegenis Cleaning, Inc.	56	69	84	51	91	353	4
W&G Maintenance Corp.	34	83	65	80	81	343	6
Xtremely Clean Janitorial Services LLC.	53	82	88	58	82	361	3

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Committee Recommendation: Recommendation to award and negoiate with top ranking firm " American Facility Services, Inc."

RFP Title/Name:	Citywide Janitorial Services						
Proposal #:	SV-25-P-031TB						
Meeting Date:	September 15, 2025 @ 11:30 a.m.						
Posting DATE/TIME:	9/15/25 2:00 p.m.						
Committee Member Name:	J. Arena						
	EVALUATION CRITERIA						
Proposer	Qualifications and References	Relevant Experience	Approach, Planning, and Staff Plan	Safety, Training, and Quality Controls	Monthly Fees	Total Possible Score	Rank
	25 Points	15 Points	35 Points	10 Points	15 Points	100 Points	
American Facility Services, Inc.	23	13	30	8	14	88	1
American Janitorial, Inc.	20	11	32	9	8	80	2
EDNO, LLC. dba/AbracadaClean	5	2	10	2	7	26	10
Clean Space	18	10	29	8	11	76	3
Diversified Maintenance	13	9	12	8	14	56	4
Facilities Performance Group, LLC	12	8	27	7	1	55	6
Grosvenor Building Services, LLC.	13	7	12	7	9	48	8
Padegenis Cleaning, Inc.	11	11	17	6	11	56	4
W&G Maintenance Corp.	6	3	8	2	15	34	9
Xtremely Clean Janitorial Services LLC.	12	4	19	5	13	53	7
Committee Member Name:	R. Boykin						
	EVALUATION CRITERIA						
Proposer	Qualifications and References	Relevant Experience	Approach, Planning, and Staff Plan	Safety, Training, and Quality Controls	Monthly Fees	Total Possible Score	Rank
	25 Points	15 Points	35 Points	10 Points	15 Points	100 Points	
American Facility Services, Inc.	23	15	30	6	14	88	1
American Janitorial, Inc.	20	15	33	10	8	86	2
EDNO, LLC. dba/AbracadaClean	18	10	20	4	7	59	8
Clean Space	23	15	15	7	11	71	6
Diversified Maintenance	17	7	10	6	14	54	9
Facilities Performance Group, LLC	21	12	8	8	1	50	10
Grosvenor Building Services, LLC.	22	13	22	8	9	74	5
Padegenis Cleaning, Inc.	15	15	19	9	11	69	7
W&G Maintenance Corp.	22	15	23	8	15	83	3
Xtremely Clean Janitorial Services LLC.	23	15	24	7	13	82	4
Committee Member Name:	C. Clark						
	EVALUATION CRITERIA						
Proposer	Qualifications and References	Relevant Experience	Approach, Planning, and Staff Plan	Safety, Training, and Quality Controls	Monthly Fees	Total Possible Score	Rank
	25 Points	15 Points	35 Points	10 Points	15 Points	100 Points	
American Facility Services, Inc.	13	15	20	8	14	70	6
American Janitorial, Inc.	25	15	33	10	8	91	1
EDNO, LLC. dba/AbracadaClean	15	4	30	6	7	62	10
Clean Space	18	14	20	5	11	68	7
Diversified Maintenance	19	15	35	10	14	93	2
Facilities Performance Group, LLC	16	14	25	7	1	63	9
Grosvenor Building Services, LLC.	21	15	30	5	9	80	5
Padegenis Cleaning, Inc.	20	15	28	10	11	84	4
W&G Maintenance Corp.	13	5	25	7	15	65	8
Xtremely Clean Janitorial Services LLC.	20	14	33	8	13	88	3
Committee Member Name:	C. Demmon						
	EVALUATION CRITERIA						
Proposer	Qualifications and References	Relevant Experience	Approach, Planning, and Staff Plan	Safety, Training, and Quality Controls	Monthly Fees	Total Possible Score	Rank
	25 Points	15 Points	35 Points	10 Points	15 Points	100 Points	
American Facility Services, Inc.	10	15	20	10	14	69	2
American Janitorial, Inc.	20	15	5	5	8	53	6
EDNO, LLC. dba/AbracadaClean	10	5	5	5	7	32	10
Clean Space	20	10	10	5	11	56	4
Diversified Maintenance	15	5	5	5	14	44	8
Facilities Performance Group, LLC	20	10	15	10	1	56	4
Grosvenor Building Services, LLC.	15	10	5	5	9	44	8
Padegenis Cleaning, Inc.	15	10	10	5	11	51	7
W&G Maintenance Corp.	20	15	20	10	15	80	1
Xtremely Clean Janitorial Services LLC.	15	15	10	5	13	58	3
Committee Member Name:	C. Lake						
	EVALUATION CRITERIA						
Proposer	Qualifications and References	Relevant Experience	Approach, Planning, and Staff Plan	Safety, Training, and Quality Controls	Monthly Fees	Total Possible Score	Rank
	25 Points	15 Points	35 Points	10 Points	15 Points	100 Points	
American Facility Services, Inc.	17	15	30	10	14	86	2
American Janitorial, Inc.	22	15	31	10	8	86	2
EDNO, LLC. dba/AbracadaClean	15	11	28	8	7	69	8
Clean Space	20	13	27	7	11	78	5
Diversified Maintenance	20	12	29	7	14	82	3
Facilities Performance Group, LLC	21	13	29	9	1	73	7
Grosvenor Building Services, LLC.	20	13	26	7	9	75	6
Padegenis Cleaning, Inc.	23	15	32	10	11	91	1
W&G Maintenance Corp.	19	12	28	7	15	81	4
Xtremely Clean Janitorial Services LLC.	21	11	30	7	13	82	3

Bid Tabulation
"Names Only"

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

SOLICITATION TITLE: Citywide Janitorial Services

SOLICITATION: SV-25-P-031/TB

OPENING DATE/TIME: August 21, 2025 @ 3:30 p.m.

POSTING DATE/TIME: August 29, 2024 @ 1:00 p.m.

COMPANY	CITY/STATE	POINT OF CONTACT EMAIL
American Facility Services, Inc.	Alpharetta, GA	hangel@amfacility.com
American Janitorial, Inc.	Umatilla, FL	Ryan.strem@ajiclean.com
EDNO, LLC. dba/AbracadaClean	Titusville, FL	contact@abracadaclean.com
Clean Space	Coral Springs, FL	mg@cleanspaceonline.com
Diversified Maintenance	Tampa, FL	kmcalpin@diversifiedm.com
Facilities Performance Group, LLC.	Hernando, MS	dcain@fpg-llc.com
Grosvenor Building Services, LLC.	Orlando, FL	jon@grosvenorservices.com
Padegenis Cleaning, Inc.	Titusville, FL	kerri@padegeniscleaning.com
W&G Maintenance Corp.	Palm Bay, FL	wudson@wgmaintenance.com
Xtremely Clean Janitorial Services LLC.	Tampa, FL	info@xtremelycleanjs.com

Note: Southern Cleaning Services, Inc. (SCSI) – non-responsive due to no bid bond received with the submittal by the due date.
24 Hours, Inc – non-responsive due to no references submitted.
Boro Building & Property Maintenance – non-responsive due to no references submitted.

Pursuant to Florida Statutes, Chapter 120.57, any person who is adversely affected by the City's decision or intended decision shall file a written notice of protest with the Purchasing & Contracting Administration Division **within 72 hours** after the posting (electronic or otherwise) of one of the following, whichever occurs first: (i) notice of decision or (ii) bid tabulation stating the intended decision. The nature of the protest must be followed within ten (10) days of filing a formal written notice fully detailing all elements, which promulgated the protest. All decisions of the governing body are final. Failure to file a protest within the time prescribed in section 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Tracy Bailey

Digitally signed by: Tracy Bailey
DN: CN = Tracy Bailey email = tracy.bailey@titusville.com C = US O = City of Titusville
Date: 2025.08.29 12:40:12 -04'00'

Contact: Kevin McCann, 770-740-1613
1325 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004
Tel: 770-740-1613

City of Titusville
Citywide Janitorial Services
SV-25-P-031TB
Original

	Request for Proposal Bid Acknowledgment *This is not an order!*	**SUBMIT SEALED PROPOSAL TO:** *City of Titusville* *Purchasing & Contracting Division* *PO Box 2806 (555 South Washington Avenue)* *Titusville, FL 32781-2806 (32796-3584)*
FLORIDA TAX EXEMPT #85-8012621749C-1	**PROPOSALS RECEIVED AFTER BELOW DATE AND TIME WILL NOT BE ACCEPTED**	FEDERAL TAX EXEMPT #59-6000523
Release Date: July 17, 2025 / **Proposal Number:** SV-25-P-031TB		**Procurement Analyst:** Tracy Bailey
Proposal Title: Citywide Janitorial Services	**Proposal Opening Date and Time:** August 7, 2025	**BID SPECIFICATIONS MAY BE OBTAINED AT:** Purchasing and Contracts, 555 Washington Ave, Titusville, FL 32796, or at the Euna OpenBids® website

Pre-Proposal Date, Time, and Location: ☐ None ☐ Mandatory ☑ Non-Mandatory

July 28th at 2pm starting at City Hall Council Chambers, 555 S. Washington, Ave 32796. Caravan to all locations

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

I have carefully examined the Request for Proposal, 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 certify that all information contained herein is truthful to the best of my 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 certify that this Proposal is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor.
- In submitting a Proposal to the City of Titusville, the Contractor offers and agrees that if the Proposal is accepted, the Contractor will convey, sell, assign, or transfer to the City of Titusville all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Titusville. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Contractor.

IF RETURNING AS A "NO BID", PLEASE STATE REASON:

Legal Name of Contractor: American Facility Services, Inc.	**Business Address:** 1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004
Telephone Number: 770-740-1613	**FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN.):** 58-1950842

The contractor acknowledges that information provided in this RFP is true and correct.

X _____ Harold Angel

AUTHORIZED SIGNATURE *(MANUAL)* — NAME *(PRINTED)*

Vice President — 08/18/2025

TITLE — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR PROPOSAL

STATE OF Georgia COUNTY OF Forsyth

The foregoing instrument was acknowledged before me by means of ☑ Physical Presense or ☐ Online Notarization

this 18th day of August (month), 2025 (year), by Harold Angel (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: _____

BOND DATA

CONTRACTOR MUST PROVIDE			**AMOUNT:**
Yes ☑	No ☐	BID BOND	5%
Yes ☐	No ☑	MAINTENANCE BOND	
Yes ☑	No ☐	PERFORMANCE AND PAYMENT BOND	3 months worth total contract

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

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

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CORPORATE OVERVIEW

Headquarters

1325 Union Hill Industrial Ct, Ste A. Alpharetta, GA 30004

Phone: 770-740-1613

Fax: 770-475-7720

Office Hours: 9:00 AM- 5:00 PM (ET)

Leadership

Kevin McCann, President & CEO

Harold Angel, Vice President

FEIN: 58-1950842

Company Overview

American Facility Services, Inc. (AFS) is a nationally recognized provider of janitorial and facility maintenance solutions, trusted by clients across ten states. Since its founding in 1991 and rebranding in 2007, AFS has grown into a leader in reliable, high-quality service for both public and private sectors. Managing over 70 million square feet and supported by a workforce of more than 1,100 professionals, AFS specializes in maintaining safe, clean, and efficient environments from government facilities and schools to commercial and infrastructure sites. Guided by a commitment to safety, client satisfaction, and operational excellence, AFS delivers tailored solutions that meet the evolving needs of critical facilities across the country.

Corporate Capabilities

American Facility Services, Inc. brings over 34 years of proven experience in custodial and facility maintenance services, supporting mission-critical environments across a broad range of sectors. Our operational excellence is backed by:

- Over 30 years of experience delivering reliable custodial and facility maintenance services across diverse industries
- Operations in nine southeastern states, managing more than 700 active service contracts
- Approximately 2,000 trained employees, ensuring consistent quality, safety, and responsiveness
- Annual revenue exceeding $70 million, reflecting financial strength and sustained growth
- Bonding capacity over $20 million, enabling the execution of large-scale, high-value projects

Core Competencies

American Facility Services, Inc. provides a comprehensive range of facility support solutions tailored to meet the needs of both public and private sector clients. Our core competencies include:

- Janitorial & Custodial Services
  - Daily and scheduled cleaning programs for commercial, institutional, and government facilities, ensuring a safe and sanitary environment.
- Post-Construction Cleanup
  - Final cleaning services for new construction, renovations, or tenant build-outs, preparing spaces for occupancy.
- Emergency Response Cleaning
  - Rapid deployment teams for urgent cleaning needs, including flood, fire, biohazard, and disaster-related situations.
- Floor & Carpet Care
  - Specialized services for hard floors and carpets, including stripping, waxing, buffing, and deep cleaning to extend asset life.
- Light Facility Maintenance
  - Minor repair, inspection, and upkeep services to support building functionality and reduce downtime.

Corporate Mission

At American Facility Services, Inc. (AFS), our mission is to provide customized cleaning and facility solutions that consistently exceed client expectations. We are dedicated to delivering long-term value through operational excellence, dependable service, and financial stewardship. Guided by a commitment to quality, integrity, and continuous improvement, we strive to build lasting partnerships and maintain the highest standards across every engagement.

FORSYTH COUNTY BUSINESS LICENSE

Issue Date:
January 1, 2025

Expiration Date:
December 31, 2025

Business Name:
American Facility Services

License #: 9900688

Business Location:
1325 UNION HILL INDUSTRIAL CT SUITE A
ALPHARETTA, GA 30004

NAICS Code #: 561720

Business Owner:
Kevin & Rhonda McCann

Business Description:
Janitorial Services

LICENSE OFFICIAL

State of Florida
Department of State

I certify from the records of this office that AMERICAN FACILITY SERVICES, INC. is a Georgia corporation authorized to transact business in the State of Florida, qualified on October 3, 2005.

The document number of this corporation is F05000005776.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on March 13, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirteenth day of March, 2025

Secretary of State

Tracking Number: 6765455928CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Staffing Plan

Immediately upon notification of contract award for the City of Titusville Janitorial Services, AFS will fill all positions required. AFS will make every effort to retain the current staff if they continue to meet our qualifications. All personnel must have at least two years experience in the janitorial field; be able to communicate in writing and orally in English language; be a U.S. Citizen or possess an Alien registration receipt card form 1051 and be legally able to work in the United States. E-verify confirmation of the documentation presented by an applicant is performed, as well as personal and previous employment reference checks. After all the above is verified to our satisfaction, all new hires undergo a criminal background check including fingerprinting. Any additional checks required by our clients will be conducted with results available if required.

The (SS) Site Supervisors /Leads will have working knowledge of the facilities and work closely with your facilities management team. The Site Supervisors will have at least three years of experience in the janitorial industry. Through our extensive Quality Control Plan, we can assure our clients that their facilities are going to be cleaned to the highest standards. AFS requires all its Site Supervisors to provide inspection reports to the Project Manager. These inspections can be forwarded to the Facilities Manager as well for review.

The SS will be on call 24/7 and will carry a smartphone to receive calls and e-mails. The SS will give guidance, instruction, and training to the supervisors, and general cleaners, and oversee the completion of the work assignments in a quality and timely manner. The SS will monitor the efforts of the crew throughout the day and help where needed. As areas are completed it will be the Site Supervisors' main task to check the work and bring deficiencies to the crews' attention for immediate corrective action.

The General Cleaners will perform all general facility and restroom cleaning functions using the cleaning industry's best methods during the process. AFS makes it a point to hire those with at least two + year's experience from the local employment pool to supplement our crews. All employees will have a job description with daily as well as periodic tasks. All periodic tasks will complement those tasks in terms of the scope of work to ensure completion. All periodic floor and carpet tasks will be scheduled, completed, and inspected by the SS.

Backup Personnel

AFS will create a project-specific file of local backup personnel (referred to as "floaters"). These additional resources will be maintained in our management office and will allow us to swiftly respond to personnel requirements. Qualifications of floaters will be at least equal to those requirements outlined above. All floaters will go through our intense hiring and training procedures.

City of Titusville

Cleaning Services

Organizational Chart

Qualifications of Key Personnel

Harold Angel, our Director of Operations, and Carlos Garcia, our Contract Manager, will hold full responsibility for overseeing every aspect of the City of Titusville Citywide Janitorial Services contract. Together, they bring over 30 years of combined industry experience, providing them with a deep and practical understanding of the janitorial services field. Their extensive backgrounds have equipped them with the insight necessary to comprehend the full scope of work required and to consistently deliver proactive, high-quality service tailored to meet the specific needs of the client.

Harold Angel, Vice-President and Director of Operations at American Facility Services, brings more than 30 years of successful experience in operations and human resource management within the janitorial industry. He has a strong history of contributing to business growth, retention, and profitability by driving product, process, and customer service improvements. Harold oversees all aspects of sales, operations, and customer service across the company, managing diverse teams to ensure seamless coordination and superior service delivery. His expertise in estimating, developing, and managing large-scale accounts makes him an invaluable leader for this contract.

Carlos Garcia, Contract Manager, brings over ten years of experience managing commercial janitorial services in corporate account environments. Serving as the primary customer contact, Carlos excels at resolving issues promptly while building and maintaining long-term client relationships. He manages all personnel functions, including hiring, training, scheduling, payroll, and quality control inspections, ensuring smooth daily operations that consistently meet contract requirements. Carlos’s hands-on management style and dedication to quality control make him a vital asset to the success of the City of Titusville's janitorial services.

At American Facility Services, we firmly believe that having highly skilled and experienced management personnel is essential to delivering superior service and ensuring client satisfaction. Mr. Angel and Mr. Garcia embody the leadership and expertise that we consider critical to successfully managing this contract, particularly one that demands rigorous hiring standards, comprehensive employee training, systematic execution of periodic maintenance tasks, and, most importantly, ongoing customer communication and follow-up. We will implement clear, well-defined methods to communicate what services will be performed and the timeline for their completion. Additionally, our robust inspection protocols will provide transparent reporting on our findings, identify any areas requiring correction, and outline specific steps, timelines, and responsible parties for addressing those issues. This structured approach guarantees accountability, consistent quality, and responsiveness throughout the contract term.

Detailed resumes highlighting their qualifications and accomplishments can be found on the following pages.

Harold Angel

Vice President – American Facilities Services

Years of Experience
Firm- 33 Total 39
Education
Lake High School —Illinois High School Diploma
Licenses/Certifications
CIMS Certification -ISSA

Summary

Harold Angel is an experienced facilities operations executive with over 35 years of leadership in janitorial services, large-scale contract oversight, and team development. As Vice President at American Facility Services, Inc.—a company with more than 33 years in the industry. Mr. Angel is responsible for delivering high-quality custodial services across diverse sectors, including government, education, transportation, and commercial facilities. His focus on service excellence, cost-effective operations, and long-term client satisfaction has earned him recognition as a trusted and results-driven leader.

Experience

Metropolitan Knoxville Airport Authority: This project consisted of AFS performing scheduled janitorial services between the hours of 6 a.m. and midnight across designated MKAA facilities. Services were delivered in accordance with industry standards by qualified personnel and included all necessary supervision, labor, equipment, and materials. AFS staff were restricted to assigned work areas unless otherwise required and maintained open communication with on-site MKAA staff. All work was performed in a timely, efficient, and professional manner, with an emphasis on minimizing disruptions to tenants and the public. Entrances were required to be cleaned prior to daily building openings. AFS complied with all security protocols, including the provision of background checks upon request, and promptly reported and assisted with the resolution of any issues or emergency conditions in coordination with MKAA personnel.

Atlanta Public Schools: AFS was responsible for delivering consistent, high-quality cleaning using best practices in sanitation, housekeeping, safety, and public engagement. Services included daily sweeping, mopping, dusting, disinfecting, and maintenance of interior and exterior areas to ensure a safe, clean, and efficient environment. Custodians conducted routine inspections, responded to maintenance needs, handled custodial supplies, and supported special event setups. Additional responsibilities included carpet care, floor stripping and waxing, restroom sanitation, furniture polishing, and equipment upkeep. All work was scheduled to avoid disruptions to administrative and instructional activities, with an emphasis on first-rate workmanship, professional standards, and compliance with APS policies.

Dekalb Public Schools: This project consisted of providing complete custodial services. AFS was responsible for delivering consistent, high-quality cleaning using best practices in sanitation, housekeeping, safety, and public engagement. Services included daily sweeping, mopping, dusting, disinfecting, and maintenance of interior and exterior areas to ensure a safe, clean, and efficient environment. Custodians conducted routine inspections, responded to maintenance needs, handled custodial supplies, and supported special event setups. Additional responsibilities included carpet care, floor stripping and waxing, restroom sanitation, furniture polishing, and equipment upkeep. All work was scheduled to avoid disruptions to administrative and instructional activities, with an emphasis on first-rate workmanship, professional standards, and compliance with APS policies.

Carlos Garcia

Contract Manager – American Facilities Services

Years of Experience
Firm- 11 Total 25
Education
Thomas Jefferson HS **Superior Career Institute –** Civil Claims Investigation
Licenses/Certifications
CJIS Level 2: Security Cert **OSHA**: Bloodborne Pathogens/Pandemic Disinfection & GHS HAZCOM **Green Cleaning Training** **ISSA:** Cleaning Industry

Summary

Carlos Garcia is a highly experienced facilities services professional with more than 20 years of success managing custodial operations, leading teams, and supporting service contracts. Over the course of his career, he has earned a reputation for effectively supervising diverse staff, coordinating multi-site operations, and maintaining strict adherence to quality assurance and safety standards.

In his current role as Account Manager at American Facility Services, Inc., Mr. Garcia oversees day-to-day custodial services across a broad range of facilities, including charter schools, office buildings, retail stores, restaurants, banks, and utility sites. He ensures all services are delivered on schedule, meet client expectations, and comply with contractual and industry requirements. He consistently implements solutions that enhance efficiency and uphold the highest standards of cleanliness and safety.

Experience

Bonita Springs Utilities, Inc. – Commercial Cleaning Services

Bonita Springs, FL

The project conducted by AFS involved comprehensive cleaning and maintenance tasks for the Customer Service and Operations Service Center buildings. The work included daily cleaning of office areas, restrooms, kitchens, and locker rooms, ensuring all surfaces were sanitized and trash was replaced. Weekly tasks such as floor maintenance, dusting, and deep cleaning of windows and walls were also performed. Additionally, special attention was given to maintaining cleanliness in high-touch areas, disinfecting frequently, and ensuring floors and equipment were properly maintained. The project also included periodic tasks like exterior washing and upkeep of specific areas, ensuring overall cleanliness and hygiene standards were met.

Indian River County Purchasing Division – Custodial Services

Vero Beach, FL

This project consisted of AFS delivering comprehensive custodial services across several County-owned and operated facilities in Indian River County. AFS was responsible for providing all necessary labor, supervision, tools, equipment, and materials required to maintain a high level of cleanliness and hygiene. The work encompassed a wide range of janitorial tasks, ensuring that all areas of the facilities were consistently clean and well-maintained. AFS effectively managed routine daily cleaning, project cleaning, and daytime building attendant duties, covering both regular upkeep and special maintenance needs. The custodial services were carried out across the designated facilities, ensuring that each space met the highest standards of cleanliness, safety, and functionality.

General History & Experience

American Facility Services, Inc. (AFS) is pleased to present our qualifications for the City of Titusville Citywide Janitorial Services contract. We have carefully reviewed the solicitation and thoroughly examined the outlined requirements. Based on our extensive experience and operational capabilities in the janitorial industry, we are confident in our ability to successfully deliver the requested services to the City of Titusville.

Founded on May 15, 1991, American Facility Services, Inc. is a Georgia corporation headquartered at 1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004. Originally established as Atlanta Building Maintenance Company, Inc., the firm began by providing janitorial and custodial services to both private and public sector clients. In 2007, the company name was changed to American Facility Services, Inc. to reflect our expanding national footprint. AFS is a well-established and respected commercial janitorial firm with a strong operational presence across the Southeast. We are a proud member of ISSA and maintain good standing with federal, state, and local agencies.

AFS operates in nine southeastern states, employs approximately 2,000 permanent staff members, and manages over 700 active contracts covering more than 60 million square feet of facilities. Over the past five years, our customer base has remained consistent, reflecting long-term client satisfaction and contract renewals. Our clients range from small office spaces to large, multi-facility campuses with diverse and complex needs.

AFS currently holds contracts with several public agencies, including the cities of Atlanta, Tampa, Austin, Fort Worth, and Columbia (SC), as well as with numerous county governments, higher education institutions, and K–12 school districts. These engagements span a variety of building types and service specifications, showcasing our versatility and proven track record.

For the City of Titusville Janitorial Services contract, our top priority will be to perform all services on schedule and in full compliance with the scope of work, ensuring complete client satisfaction. We fully accept all terms and conditions outlined in the RFP and are prepared to deliver high-quality, cost-effective janitorial services that meet and exceed expectations.

STABILITY

AFS has many relationships that have been in place for over 10 years, such as Synovus Banks, Atlanta Public Schools, United Parcel Service, and the Texas Facilities Commission. Our experience in handling many requirements allows us to adapt to any necessary changes in service, enabling us to maintain superior levels of quality and satisfaction to keep our relationships with our clients.

The stability of American Facility Services is also demonstrated by our low turnover rate, which for the past two years has been less than 10%. Of that number, an average of 2% to 3% will return to work for us. We provide benefits for our full-time employees and promote from within. Our training methods are proven and result in employees who are confident and highly skilled. We provide the best equipment and supplies so that our employees can also work efficiently. Management is readily available for employees who have any issues to resolve. We pride

ourselves on the family atmosphere of our company, where many employees have been part of our organization since it was founded in 1991.

Due to our established relationships with national manufacturers, we have quick access to the latest and most innovative brand-name equipment, tools, superb cleaning products, and supplies. With the client's permission, we occasionally test new products, ideas, and materials, enabling us to stay on the cutting edge of the industry.

We never substitute private-label products. We use only top-name brand chemicals and cleaning solutions that meet strict safety requirements and pass rigid quality control standards. All SDS Sheets will be posted in the janitorial office for quick reference. We also use industrial-grade, top-of-the-line equipment that assures consistent, high-quality results. We operate daily in many different environments, and with different, sometimes complex cleaning needs that demand quality products. No matter what the challenge, we can meet it with our technical abilities and superior service. Our top priority is providing a healthy and safe working environment for your employees and customers.

QUALITY

American Facility Services is committed to controlling quality at every level of functional and administrative activity, across the project lines. As a result of our commitment to providing our clients with superior service, AFS has recently implemented a state-of-the-art, web-based Quality Assurance program to facilitate our inspection, reporting, and corrective action procedures. With our detailed, standardized, app-based system, we can inspect, document deficiencies, assign corrective actions, and document the resolution of issues with real-time reporting capabilities. All QC reports can be viewed immediately by our management and clients.

Our Quality Control Plan for the referenced solicitation will be further tailored to promote and maintain superior contract performance. It combines traditional, inspection-oriented processes with progressive, education and training-oriented protocols to form a Total Quality Management package that will meet or exceed all contract requirements. American Facility Services welcomes comments from our clients via e-mail, phone, verbal (which is immediately written down by our employees) and any other avenue of communication available.

Our quality control plan is designed to ensure that on a regular and routine basis, all services are performed:

- On schedule and to the complete satisfaction of our client
- In a manner that continually improves the quality and timeliness of services.

Further, the Contract Manager will inspect all services on an unscheduled basis and the Supervisor will inspect them more intensely.

AFS is assisting many of our clients with their goals to move towards more environmentally conscious cleaning efforts. We have moved to a standard of utilizing 'green seal' approved cleaning products and environmentally friendly paper and plastic products. Our cleaning equipment meets the sustainable cleaning criteria standards wherever possible and available.

Furthermore, our managers are CIMS certified to provide our customers with an added level of assurance in our competence.

Financial Qualifications

Our financial strength is demonstrated by our annual sales volume, which exceeds $70,000,000. We have grown at an annual rate of approximately 10% over the past five years and anticipate the same growth in the future by maintaining, monitoring, and improving the quality of our services. Additionally, we have a $20M bonding capacity with insurance coverage that exceeds industry standards. We are registered with Dunn & Bradstreet, under DUNS Number 78-451-9977. The Bank of North Georgia has been a primary banking institution since 1991 and will provide a reference letter upon request.

AFS owns our office building and warehouse at our corporate headquarters and has been at this location for over twelve years. AFS has the financial resources to ensure that we can provide the necessary equipment, chemicals, cleaning supplies, and personnel to maintain this contract for custodial services and will be ready to proceed upon receipt of a notice to proceed. Also, AFS has the financial means to ensure our employees and any subcontractors are paid on time each pay period.

Background checks on all new employees are performed using S2Verify. Their service checks national criminal records, driving records, SSN/address verifications, credit histories, national civil records, federal district court records, education verification, workers' compensation histories, personal/ business references, and previous employment history. As an additional layer of security to our clientele, AFS maintains a Fidelity Bond on all employees.

American Facility Services, Inc. can assure our clients that any incident or concern occurring on a contract job is handled professionally and promptly. In a situation where something is damaged, broken, or reported missing, AFS will take the necessary steps to investigate and remedy it as quickly as possible. Any other type of incident that involves other matters is reported directly to Headquarters and handled based on the situation.

Our employees are instructed to immediately report to their direct Supervisor any situation that results in damage or broken property of the customer where they are working. Incidents of missing or discarded items may also be reported to the Contract Manager or Headquarters staff directly by the customer. Emergency and office contact information is provided to all clients at the start of the contract.

The AFS Contract Manager is responsible for documenting the incident, using all information available from the cleaning staff and/or the customer. This report is used to conduct a formal investigation into the matter, which may include formal interviews, inspecting the place of occurrence, and then further documenting any additional information that may be obtained.

Based on the final incident report, a determination is made by Headquarters as to how to proceed to resolve the situation. If possible, AFS will work directly with the customer to remedy the incident if that is appropriate and acceptable to the customer. In some major instances, an insurance claim may be filed or a claim filed against the AFS Fidelity Bond that will be in place to protect the customer against any loss. At AFS, we take responsibility for our employees and

their actions. AFS strives to employ personnel with the highest levels of integrity and experience. Because of our stringent hiring practices, we have a very low occurrence of incidents on our contract jobs.

Relevant Experience and Past Performance

AFS brings extensive experience in delivering janitorial services to public-sector clients, including municipal governments, K–12 school districts, higher education institutions, and healthcare facilities. Our proven track record aligns closely with the requirements of the City of Titusville solicitation and highlights our ability to meet a variety of facility needs with flexibility and precision. AFS currently maintains contracts with several public agencies, including the cities of Atlanta, Tampa, Austin, Fort Worth, and Columbia (SC), as well as numerous county governments. These engagements span a wide range of building types and service scopes, showcasing our adaptability and consistent performance across diverse environments. Many of our client relationships have been in place for over a decade with those such as those with Synovus Bank, Atlanta Public Schools, United Parcel Service, and the Texas Facilities Commission, demonstrating our long-standing commitment to service excellence. Our broad experience allows us to effectively adapt to evolving requirements while maintaining high standards of quality and client satisfaction.

AFS has a well-defined process in place to ensure that the City of Titusville Services quality concerns are resolved promptly and thoroughly. The Contract Manager is readily available to receive calls at any time and immediately initiates an investigation when a concern is reported. Upon identifying the issue, the Site Supervisor is briefed and instructed to correct the problem with the crew without delay. Follow-up inspections by the Contract Manager confirm that corrective actions have been completed, with additional random checks conducted to ensure lasting resolution. These procedures are a core part of our broader Quality Control Plan.

AFS encourages direct communication between the City of Titusville facilities administrations and our Site Supervisors, Project Manager, or Contract Manager, who are all available 24/7 via e-mail or phone. Our extensive training, scheduling, management, inspections, inventory management, and quality control measures are designed to minimize the need for substantial communication with the administration. Our goal is to provide a service that will minimize any impact on your employees and customers.

Janitorial Services – Florence County (2022-2024)
180 N. Irby St. MSC-R, Rm. B5 Florence, SC 29501

AFS provided janitorial services to various Florence County Facilities. This project consisted of providing all labor, equipment, and materials required to maintain high standards of cleanliness and sanitation. The project encompassed routine cleaning, disinfecting, and waste removal, all performed in alignment with detailed contract requirements and county performance standards. These services ensured a consistently clean, safe, and professional environment for employees and visitors. AFS successfully maintained eight county buildings, covering a combined area of over 250,000 square feet.

Janitorial Services - Pinellas County (2018- Current)

400 S. Ft. Harrison Ave. Clearwater, FL 33756

This project consisted of AFS providing janitorial services for 63 county buildings, including essential facilities such as the Public Safety Campus, Medical Clinic, and Justice Center—totaling over 2.6 million square feet. Services were delivered on an as-needed basis and included routine cleaning, sanitation, and waste removal to ensure a consistently clean, safe, and professional environment. Janitorial operations played a vital role in supporting the county's goal of maintaining a high-quality indoor environment across its diverse facility portfolio.

Janitorial Services – Forsyth County Health Department (2019- Current)

428 Canton Rd, Cumming, GA 30040

Monday through Friday for four hours daily, along with one scheduled deep cleaning per month performed on weekends. Services included routine daily cleaning, sanitation, and waste removal, as well as weekly and monthly tasks to maintain cleanliness and hygiene throughout the facility. AFS was responsible for supplying all labor, equipment, and materials necessary to support a safe, sanitary, and professional environment in accordance with the client's standards and scheduling requirements.

References

The following references reflect our recent experience providing contract services to government agencies. They are provided for your use in validating our ability to deliver long-term, outstanding janitorial service.

Indian River County
1600 21st St.
Vero Beach, FL 32960
Contact: Michelle J. Dean
Phone: 772-226-3491
Email: mjdean@indianriver.gov

AFS has been providing services for the library and judicial center, totaling over 120,000 SF. The contract began in April 2024.

Martin County
100 East Ocean Blvd
Stuart, FL. 34994
Contact: Elizabeth Morgado
Phone: 772 320-3134
Email: emorgado@martin.fl.us

AFS has been providing janitorial services for Martin County buildings since July 2022, for multiple buildings totaling over 250,000 SF. We have recently added the Airport Customs building, which is an additional 3,000 SF.

Lee County North, Central and South Zones
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
Contact: Lydia Montgomery, Office Manager
Email: lmontgomery@leegov.com\
Phone 239-533-8527
FAX: 239-485-8307

AFS provides janitorial services for 33 buildings totaling over 400,000 SF. Contract began in December 2018.

Implementation Plan

To facilitate a seamless transition from the former janitorial service provider to AFS, we will utilize the following Management Transition Plan, which helps to ensure all aspects of the contract requirements are being managed efficiently and effectively from the beginning of the contract term. AFS also utilizes a detailed Schedule of Tasks and a comprehensive Quality Control Plan to ensure all work is completed on time and to the highest standards.

American Facility Services will provide an orientation session for all current and new service workers and supervisors to introduce them to our company and excite them about joining the American Facility Services team. Following this orientation session, and within the first two weeks after the contract start date, all employees will be given cleaning procedure classes, safety training, and hazardous waste training. The Contract Manager will prepare the cleaning schedules for tasks outside the daily requirements. Log forms and inspection forms will be reviewed with the supervisors and cleaning crew and implemented for use.

All employees will have a job designation, and the work description will encompass all tasks within the scope of work. Every cleaner will understand the scope of work and will understand their daily duties will change to fully and completely clean the building. This will also include project and weekly work. Any absenteeism or time off will be covered by our floater staff. Our Floor Techs as well as our staff will have like-new or brand-new equipment to start the contract. The floor staff will have a working knowledge of all facilities and have a complete understanding of the scope of work. All floor burnishing, restroom scrubbing, and any carpet cleaning will proactively be scheduled so the Contract Manager as well as each site representative will know when that work has been scheduled.

IMPLEMENTATION PLAN

Week 1 following Notice of Award: (Days 1-5)

- Review contract documents
- Request insurance certificates
- Project Principal meets with Contracting Officer and supporting staff
- Perform site surveys with management, staff, and customers to provide overall planning and coordination for the implementation
- Obtain recommendations for hiring existing custodial personnel
- Begin personnel selection for additional staffing needs
- Assessment of office space and janitorial closets provided by the client
- Administrative staff is available to provide all needed technical assistance, payroll, Human Resources, purchasing and contract administration

Week 2: (Days 8-12)

- Begin processing employment applications
- Identify remaining personnel needs and start recruiting and processing
- Review equipment and supply needs
- Submit a detailed list of equipment and chemicals for approval
- Review uniform needs and requirements and proceed with procurement

- Procure communication devices, equipment, and chemicals not currently on hand

Week 3: (Days 15-19)

- Run background checks and E-Verify reports
- Finalize employee hiring
- Establish and confirm delivery dates & location for delivery of equipment & chemicals
- Detail the backup plan, contingency plans, and inspection reports
- Establish janitorial task schedules for each building
- Review security and key control requirements
- Training for new crew members and supervisors by management and suppliers
- Confirm equipment & supply delivery
- Supply MSDS sheets in the binder of all approved chemicals and ensure all manuals applicable to the effort are available when needed.
- Ensure that all prerequisites have been fulfilled before the implementation date

Week 4: (Days 22-26)

- Re-inspect facilities with management & supervisor
- Pre-service conference with client's management and AFS management
- Review billing and invoicing requirements
- Begin services
- Training, supervision, and daily inspections to ensure compliance with a task list
- Ensure staff is working as a team and supervisors are supported to provide the necessary leadership

Week 5: (Days 29-33)

- Re-inspect facilities with management & supervisor
- Meetings with client's management and AFS to go over any issues
- Management will continue training sessions and task inspections to ensure compliance
- Management and supervisors ensure equipment is performing as required
- Management and supervisors ensure compliance with proper chemical use

Week 6: (Days 36-40)

- Re-inspect facilities with management & supervisor
- Communicate with client's management to ensure all service goals are met
- Monitor staff levels and compliance with duties, tasks, and techniques
- Ensure logs and checklists are adequate and serve the staff as designed
- Provide additional training to staff that are out of compliance and make changes if necessary

Weeks 7 and 8: (Days 43-54)

- Project Principal inspections continue a random basis
- Monitor staff levels and compliance with duties, tasks, and techniques
- Ensure logs and checklists are adequate and serve the staff as designed
- Provide additional training to staff that are out of compliance and make changes if necessary
- The Project Manager verifies that the client is satisfied with the services

AFS Benefits for Full-Time Employees

(based on 2025 plans and benefit offerings)

Health (eligible on the 1st of the month after 60 days of service with AFS)

- Medical through Hooray Health
  - 3 plans available for employee, employee+spouse, employee+child(ren), family coverage
  - Plans offer 100% covered preventive care, 100% covered telehealth, doctor's visits, labs, radiology, limited hospital indemnity benefit, accident benefit, EAP program, and more
- Dental through United Concordia
  - In and out of network benefits, including 100% preventive and diagnostic benefits, orthodontics, and more
- Vision through EyeMed
  - In and out of network benefits, including annual eye exams, annual benefits for glasses and contact lenses, and more
- Accident and Critical Illness Insurance through AFLAC
  - Benefits for the employee and family members
  - Critical illness coverage can be purchased at different benefit levels
  - Portable plans if the employee leaves AFS
- Term Life Insurance through Anthem Life Insurance/The Standard
  - Benefits for the employee and family members
  - Guaranteed issue for new hires of up to $50,000 for the employee and $25,000 for the spouse

Personal Time Off (PTO)

- 5 days every year after one year of service with AFS
- Use it or lose it program
- Visibility of available PTO through Paycom (AFS HRIS system)

Holidays

- 6 national holidays paid for after 90 days service with AFS
  - New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day
  - To be eligible, employees must work scheduled day before and after

Direct Deposit

- Access to payroll funds on payday without in person or mail delays

Training

- Online training in English and Spanish through Paycom Learning modules
- Courses can be taken on desktops, laptops, tablets or phones
- Courses can be assigned or the employee can request to take one from the library
- Our library includes, but is not limited to: safety topics, FMLA, Paycom resources, general wellness, and more
- In person training by industry and company specialists

Training

Over the years, American Facility Services, Inc. (AFS) has developed proven and standardized training methods to let employees know exactly what is expected at each job and within each task. We have found that when shortcomings occur, inadequate training is usually the cause. That's why training plays such an important role in our contract management system. We take considerable pride in ensuring that only a properly trained cleaning staff is involved in the maintenance of your property.

In new contract jobs where our client's existing service workers are retained, AFS will provide an orientation session to introduce them to our company and excite them about joining the AFS team.

Orientation: A new employee is welcomed to the company through our orientation program. We recognize that the first two weeks on the job create a powerful and lasting impression, and orientation training is designed to teach basic cleaning techniques and to show new workers the meaning of teamwork.

In addition to hands-on training, all employees are required to pass the following courses given online by Betco University. We have found that their training program incorporates all of the most important features necessary to ensure that the proper techniques are taught which results in superior cleaning. Each employee is also given a set of written rules and specific information on their job assignments.

Required Training

- Basic Cleaning Techniques
- Restroom Sanitation
- Dilution Control
- Tools and Equipment
- HAZCOM
- OSHA Blood Borne Pathogens
- Worker Safety
- Disinfection Basics
- Infection Control Basics

Additionally, we will train the employees on site-specific tasks, such as securing the facility at night and proper use of any security systems. At the beginning of each six months, AFS's management team will perform additional assessments of the work being performed to determine if additional training is needed.

Advanced Techniques: Following our initial training efforts, AFS will incorporate additional training techniques into our daily working environment. These will include:

- **Simulation Training:** Under this program, AFS duplicates exactly the cleaning situation – either on an actual job site or in a simulation room. Such simulations are conducted at times other than specified cleaning hours.

- **Classroom Training**: Conducted by a Contract Manager, shift manager, supervisor, or corporate officer, AFS training classes include slide presentations, videotapes, and other professional training aids. Special presentations are tailored to demonstrate special needs – such as clean room environments, medical areas, and electronic manufacturing plants.

- **Job Rotation:** To ensure that service workers develop a broader array of skills than those required merely to execute their assigned tasks, AFS has created a series of planned job rotations. Under this program, employees will become proficient in many areas, making AFS's overall service more flexible to the special or changing needs of clients and more valuable, too.

- **On-The-Job Coaching:** This is a form of continuing apprenticeship for workers who have already achieved all the basic skills necessary to fulfill their job assignments. Such coaching constitutes continuing education designed to raise skills above the basic levels and to improve worker productivity.

Additional Training Topics

Powered Equipment
Resilient Floor Care
Slip and Fall Prevention
Carpet Care
Patient Room Disinfection
Educational Facility Disinfection
Wood Floor Care
Basic Chemistry Knowledge
Sustainable Cleaning
ISSA CIMS Certification

Quality Control

AFS is dedicated to controlling quality at every level of functional and administrative activity across the project lines. As a result of our commitment to providing our clients with superior service, AFS has recently implemented a state-of-the-art, web-based Quality Assurance program to facilitate our inspection, reporting, and corrective action procedures. With our detailed, standardized, app-based system, we can inspect document deficiencies, assign corrective actions, and document the resolution of issues with real-time reporting capabilities. All QC reports can be viewed immediately by our management and clients.

Our Quality Control Plan (QCP) for the referenced solicitation will be custom-designed to promote and maintain superior contract performance. It will combine traditional, inspection-oriented processes with progressive, education and training-oriented protocols to form a Total Quality Management (TQM) package that will meet or exceed all contract requirements. Along with our processes and training programs that show our accountability to the quality of our services, we guarantee the satisfaction of our customers.

For this project, our primary TQM objectives will be to ensure that on a regular and routine basis, all services are performed:

- On schedule and to the complete satisfaction of our client
- In a manner that continually improves the quality and timeliness of services.

The overriding objective of TQM is Continuous Process Improvement (CPI). The key to CPI is a carefully planned, rigorously enforced inspection program, carried out by qualified and motivated team leaders at every functional level of program activity. The result of CPI is enhanced productivity, improved performance, and exceptional customer relations. The following sections provide a snapshot look at the policies and procedures we will implement.

General

Quality Control is the formal and informal process of inspections, deficiency reports, and corrective action cycles used to quantitatively, systematically, and accurately verify the quality and timeliness of services provided to our customers by AFS contract personnel. Our traditional quality control directives combine self-inspection by motivated, qualified Site Supervisors with random, informal observations and scheduled, formal inspections by an independent Quality Control program faction. In this way, we reaffirm the responsibility of supervision to provide quality services while validating those services through separate and independent channels.

Management

Our Contract Manager and Site Supervisors will head our Quality Control Program. They will report directly to our Director of Operations, Mr. Harold Angel while maintaining a "dotted line" relationship with our customers. This ensures quality control integrity while maintaining a daily dialog between managers. The Contract Manager will make frequent visits to the project to ensure that the QC Program is being executed properly and that the Site Supervisor is receiving all required corporate support.

Each manager and crew leader supports the Contract Manager. They act as supplemental inspectors for recurring work and work orders. They also conduct and participate in preparedness drills for safety and security. All levels of supervisory leadership participate actively in the TQM process.

Inspection System

AFS will employ two specific methods for identifying and correcting deficiencies:

1. Quality Control Inspections
2. Quality Assurance Audits

Quality control inspections are examinations and observations performed by management and supervisory personnel to determine completeness of work and conformance to established standards. Inspections may be formal (using App-based inspection checklists) or informal (consisting of professional observations). Whereas QC inspections examine work, QA audits examine work processes and supporting documentation. Quality Assurance audits entail

extensive reviews of logs, reports, checklists, methods, and procedures, performed at specific intervals by our Site Supervisor. Of the two methods discussed above, by far the most prevalent is inspections.

Our Site Supervisor will implement and oversee the day-to-day operations of our inspection program. Our inspection program is designed to:

- Detect and correct minor deficiencies.
- Establish a protocol for reporting, documenting, and tracking discrepancies; and
- Provide training and education to prevent reoccurrence.

The specific types of inspections AFS will employ on the project include:

- **100% Inspection:** This method ensures that all program activities during a pre-determined performance period are evaluated for completeness, timeliness, and quality. Our Contract Manager will perform 100% inspections not less than four times each contract year, nor less than once each quarter. CO-approved checklists will be employed. Results will be documented and maintained in the QC file at the Work Control Office. In addition, our Contract Manager will perform a 100% inspection of all work tasks that affect personnel safety or property security.

- **Random Sampling:** Random sampling is used when the work being checked is repetitive and sufficiently voluminous to make 100% inspection impractical or unaffordable. Recurring work, such as daily cleaning, will be inspected on a random basis.

- **Periodic Inspections:** In-process inspections of all tasks occur continuously by the Site Supervisor. Checklists are used to identify what to look for during the inspection and to provide a method for determining whether the work in progress is acceptable or unacceptable. Determination is based on the number of checklist items that do or do not meet stated standards.

- **Corrective Action Inspection:** All corrected deficiencies are inspected by the Site Supervisor to ensure conformance with program standards. The Contract Manager reviews all inspection records and deficiency reports.

Inspection Frequencies

Quality inspections are conducted at various frequencies, depending on the facility or system to be inspected. Based upon the specific requirement, our quality inspectors perform scheduled, unscheduled, and random visits to work sites. During these visits, each aspect of the system, equipment, or facility is subject to detailed observation to determine operability, adherence to required maintenance frequencies, safety procedures utilized, and adherence to specifications. Inspection frequencies range from daily observation performed by lead personnel and management to quarterly inspections by the corporate office. A series of checklists that break down each basic function being performed concerning its component requirements are used in the evaluation process. Quality inspections are conducted on all prime contracts work as well as on incoming materials and equipment. During phase-in, our Contract Manager will finalize

the formal (scheduled) QC inspection frequencies for all required tasks and functions. Once done, all inspections will be included in our Annual Work Plan and Master Schedule of Activities.

Inspection Checklists

QC Inspection Checklists are all App-based and are used for evaluating procedures and assessing quality and timeliness of service. Our Contract Manager, when conducting formal inspections of both work-in-progress and completed tasks, uses them. Checklists are specifically tailored to the task or service being performed. Checklists are designed to:

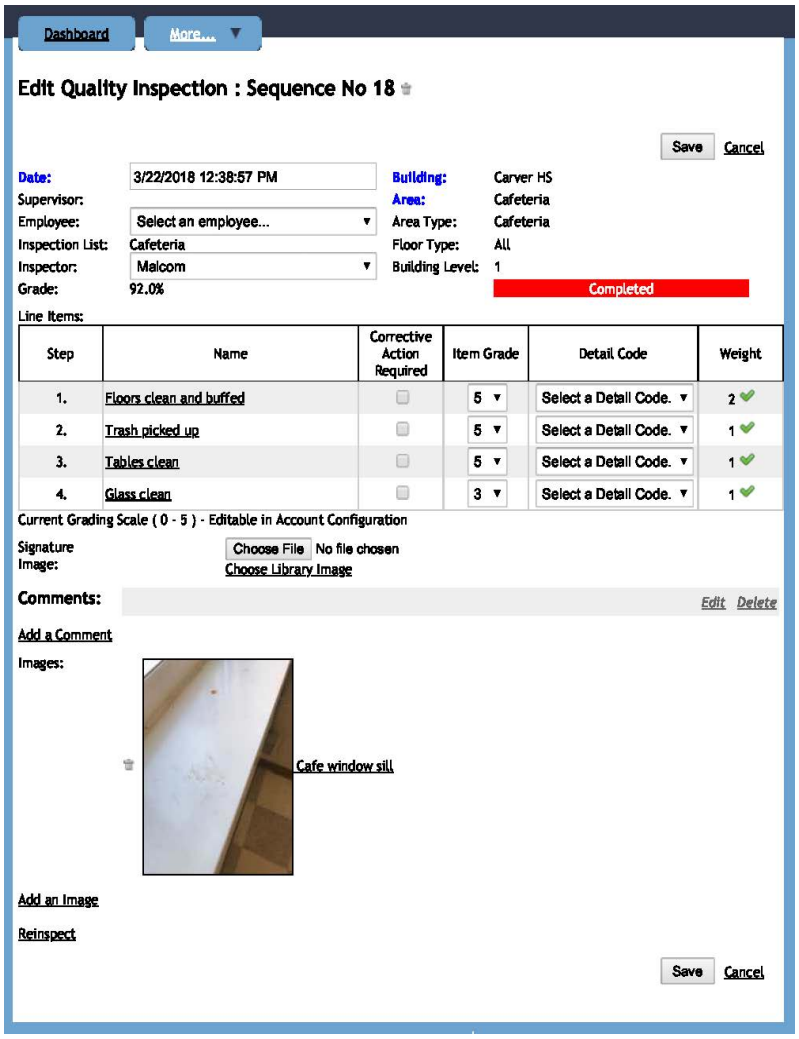
1. Identify step-by-step procedures that make up a specific task;
2. Provide evaluation criteria;
3. Document deficiencies and corrective action; and
4. Provide an official record for AFS and our customers.

Detailed, site-specific QC checklists will be finalized during phase-in and submitted for approval before the contract starts. A sample inspection form can be found below:

Reports and record-keeping

Our Quality Control program offers a variety of reporting options. All information is cloud-based, and therefore reports are available immediately after inspections. The reports are designed to assist Site Supervisors when assigning duties, supervising workers, and conducting inspections of work, both in progress and completed. We combine these formal methods with consideration of all customer comments on responsiveness and performance. We have found that a combination of proactive attention to detail, adherence to the principles of Total Quality Management, and swift decisive response to customer feedback is key to providing high-quality services.

Any person involved in the evaluation of an activity may generate QC records. All periodic and regularly scheduled inspections require the use of a checklist which, when completed, becomes a QC record. Records are identified to permit tracking. For example, records of inspection indicate the inspection procedure used, the performance date, which performed the inspection, the area/section inspected, and the results of the inspection.



The primary report associated with the QC Program is our Quality Control Details Report (See Figure 1). All work not conforming to project standards is considered a deficiency. The Inspector creates a Quality Control Details Report which is e-mailed to the appropriate supervisor for immediate action. In addition, the Contract Manager may, at his discretion, recommend further action to ensure recurrence.

Such recommendations might include additional training, procedural changes, improved work techniques, equipment changes, scheduling or location changes, personnel or responsibility changes, or even disciplinary action. The report will be dated and signed by the Contract Manager and filed in the Work Control Office. Our Contract Manager reviews all Discrepancy Reports.

Figure 1 - Quality Control Details Report

Quality Inspection Details Report

Date Range: 3/13/2018 - 3/28/2018

Signature:_____

Grade:	95%	**Building:**	Benteen	**Account:**	Atlanta Public Schools
Insp. Date:	3/28/2018 1:36 PM	**Room Id:**	Classrooms	**Inspector:**	Kevin
Sequence #:	24	**Area Type:**	Classrooms	**Employee:**	
Shift:		**Floor Type:**	All	**Supervisor:**	
Insp. List:	Classrooms	**Floor Level:**	1	**Cost Center:**	BAM Cleaning Services

Inspection Item	Weight	Score	Detail Code
Tile floors clean and buffed. Rugs vacuumed.	4	5	-
Desks, furniture, walls and doors clean	1	4	-
Lights clean and working	1	5	-
Trash receptacles clean and empty	1	4	-
Windows and blinds clean, vertical surfaces	1	5	-

Comment:

Smudge marks on table

Inspection Coordination

Our Contract Manager participates in planning all aspects of the contract to properly provide the required functions, but just as importantly, to ensure that quality control is factored into all activities. The Contract Manager has the authority and responsibility to institute remedial and preventive actions, as necessary, to safeguard an effective QC program. We pursue a multi-faceted approach to quality control, regardless of which service area (management, maintenance, environmental compliance, etc.) is being evaluated. The process begins with a thorough evaluation of work specifications and related contractual requirements. The second phase of our program relates to actual inspection and analysis.

We consider employee sensitivity, awareness of facility conditions, and user preferences to be an integral part of employee training on all our projects. As part of our quality process, TQM, and on-site training programs, our staff is required to be observant of potentially dangerous, wasteful, or other undesirable conditions, and to notify a supervisor or lead when such conditions are detected.

We instruct our workers to note minor problems such as burned-out lights or dripping faucets while engaged in routine activities. Workers note the location, and the time observed and relay this information to Work Control during or at the end of the shift. These items are then coordinated with the customer and added to the service call backlog for correction. Our employee training includes awareness of facility conditions, team responsibility, and procedures for identifying problem areas. Each supervisor is responsible for conducting quality checks of all work performed (scheduled and unscheduled) in his or her respective area of performance.

Deficiency Identification

Informal inspections are conducted to ensure contract compliance and the effective delivery of quality service. Monitoring is expedited by reviewing specially developed, pre-printed checklists. Deficiencies discovered during routine inspections are then discussed with the appropriate worker and corrected, if possible, on the spot. Persistent problem areas are addressed at weekly meetings in the spirit of collectively arriving at a solution. Our experience at other installations reveals that the uniqueness of having quality control built into the performance of work, and not merely as a matter of after-the-fact follow-up produces a higher level of quality service. Moreover, because of the high-quality standards set and adhered to, we believe our customer surveillance tasks are being significantly reduced as well.

The Site Supervisor conducts the documented inspections on a random, unannounced basis. Once completed, the report is immediately available to the Contract Manager for review.

Documentation

The Site Supervisor generates a summary of all quality inspections performed for that period and that information is submitted to our contact. A monthly report is generated and e-mailed to the Project Manager with a copy furnished to our corporate management and our contact if desired. This report includes an Inspection Summary and a copy of all inspection sheets and checklists. The Inspection Summary provides each of the areas inspected; the number of inspections performed; the number of deficiencies identified; and if the service was satisfactory or unsatisfactory. A summary analysis of all customer complaints and re-work orders also will be included in the report.

Review and Analysis

Monthly meetings are held between the Contract Manager and our corporate management. These meetings provide the management team with an opportunity to compare the most recently completed month's performance to all previous months. Areas with potential problems receive immediate attention to prevent the service from being unsatisfactory and to circumvent negative trend development.

Annual Updates

Updates will be made to the Quality Control Plan at least annually. All changes to the plan will be incorporated with a formal submittal made to our customer during the month of contract renewal for each year. All changes are subject to approval.

Quality Assurance

Each manager and employee are asked to cooperate with and assist with the performance of this contract. This includes working with them to ensure that they are kept abreast of routine and/or changing conditions, as well as assisting them during their inspections or surveillance.

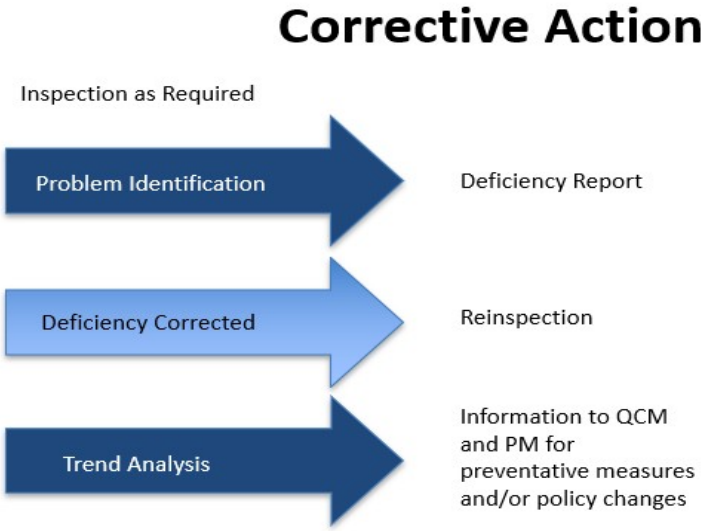
Evaluation Meetings

The Contract Manager will meet at monthly intervals with our contract contact to discuss project performance. These meetings will provide a forum for discussing mutual matters of concern; however, they will not be a substitute for daily interface with our customers.

Tracking/Prevention of Performance Deficiencies

To reiterate, AFS uses a total quality management effort to update and ensure that our QCP is functioning properly (see Figure 2). We combine this with our inspection system and accompanying inspection schedule to detect quality control problems before they amount to a deficiency or discrepancy. As part of the QCP, Deficiency Reports will be segregated by functional areas to provide for ease of tracking, as well as to identify negative trends and systematic problems by functional area. All inspection findings are documented so that the following subsequent actions can be taken:

- Employees are recognized when their level of work performance is considered "noteworthy;"
- Employees are informed when their level of work performance has diminished below previous levels yet is still being performed at a "satisfactory" level.
- A Deficiency Report is initiated to correct any task where the performance level has diminished below previous levels.
- A Corrective Action Request is initiated to correct any task that has been rated less than "satisfactory;"
- Inspection Reports will be submitted to the Contract Manager, our Corporate Office, and the Client.
- Routine monitoring activities, such as our continuous inspections, also significantly reduce the potential for future situations by signaling the need for timely corrective actions.
- A combination of these activities, carefully supplemented by the previously identified methods, will be applied to prevent deficiencies and, where necessary, attain the earliest possible correction.



Corrective Actions, Short & Long-Term

When a deficiency is identified, AFS implements a two-tiered corrective action process. The Site Supervisor promptly generates a Deficiency Report and initiates immediate corrective measures, followed by a reinspection to ensure compliance with client and company standards. The report is then finalized to document the actions taken. Simultaneously, the Contract Manager reviews the report to identify trends or systemic issues and recommends long-term solutions, such as procedural changes or additional staff training. For example, he may recommend:

- Additional training.
- Procedural changes.
- Improved work techniques.
- Equipment changes.
- Personnel or responsibility changes.
- As a last resort, disciplinary action.

Documenting and Enforcing QC Operations

Our Site Supervisor will monitor the cloud-based record of inspections. The record will provide evidence that the scheduled quality control inspections are being performed. The records will contain:

- A copy of our QCP.
- Records of all completed quality control inspections.
- Records of all distributed quality control reports.
- Records of all corrective actions taken.
- Documentation of all service calls.

Inspection records will be regularly analyzed to prevent, detect, and correct quality issues. The Site Supervisor will ensure these records are available for review at any time during the contract.

EQUIPMENT

AFS utilizes the following equipment. Some Machines will not be necessary as each contract requirements are different.

Manufacturer	Proposed Quantity	Description	Model Number
ProTeam	as needed	Back Pack Vacuums Super Coach	107303
ProTeam Pro Force	as needed	Dust Free Vacuum Cleaners	1500XP
Sanitaire	as needed	Up-right Vacuums	SC684G
Clarke	as needed	Wet/Dry Vacs	10764037
Betco	as needed	Stealth 26” Rider Scrubber	E2992700
Nace	as needed	High-Speed Burnishers with Dust Control	2370
Tennant	as needed	SS500 Walk Behind Scrubber	Speed Scrub 500
Tennant	as needed	Low Speed Buffers, 20", 1.5 HP Motor	9001768
Clarke	as needed	Low Speed Burnisher 20”	10764037
Clarke Air Mover	as needed	Air Blower	50000390
Nobles	as needed	Walk Behind Carpet Extractors	608571
Nobles	as needed	T7 Rider Scrubber	various
Onyx	as needed	DX26 Auto Rider Scrubber	DX26
Kaivac	as needed	Kaivac Restroom Machine	1250
Tennant	as needed	SS300 Walk Behind Scrubber-20"	9003062
Viper	as needed	28” Ride on Floor Scrubber	50000318
Onyx	as needed	20”, 24” Walk Behind Floor Scrubbers	Various
Dietq	as needed	27” Eagle Propane Burnisher	2700 Contractor
Rubbermaid	as needed	Maid Carts	Various
Rubbermaid	as needed	Tilt Carts	Various
Rubbermaid	as needed	Brute Trash Cans w/dolly	Various
Rubbermaid	as needed	Mop Buckets	Various
Clorox 360 Machine	as needed	**Electro-Static Sprayer**	**Clorox Total 360**

SPARTAN CHEMICALS

MANUFACTURER	PRODUCT NAME	USAGE	PRODUCT NUMBER
SPARTAN	Halt 5	Disinfectant cleaner	102902
SPARTAN	Bio-renew Glass Cleaner	Glass Cleaner	483502
SPARTAN	Clean On the Go by Peroxy	All-purpose Cleaner	482002
SPARTAN	NABC Disinfectant Bathroom Cleaner	Disinfectant Restroom Cleaner	471602
SPARTAN	Xcelente	Multi-purpose Cleaner	480302
SPARTAN	Consume Eco-Lyzer Bacteria Enzyme	Restroom Urine Remover	31036
SPARTAN	Tribase	Multi-purpose Restroom Cleaner	383004
SPARTAN	Shine-line Multi-Service	Floor Scrubbing	004004
SPARTAN	Spray-Buff	Floor Buffing	304003
SPARTAN	Dura Gloss Laminate	Wax	406005
SPARTAN	Ishine High Gloss	Wax	405505
SPARTAN	Shineline Emulsifier Plus	Stripper	008405
SPARTAN	Sparcreme	Liquid Crème Cleanser	732003
SPARTAN	Superior Oil Base	Stainless Steel Cleaner	629000
SPARTAN	Citro Sheild	Furniture Polish	612000
SPARTAN	Chewing Gum Remover	Gum Remover	644500
SPARTAN	SC200	Degreaser	220004
SPARTAN	Contempo	Spot & Stain Remover	303704
SPARTAN	Defoamer	Defoamer	302404
SPARTAN	Bonnet & Traffic Lane	Bonnet Shampoo	308504
SPARTAN	Tree-Z	Graffiti Remover	317103
SPARTAN	NABC Non-Acid	Bowl Cleaner	711603

Posting of SDS Sheets will be done at job site as required.

BETCO CHEMICALS

MANUFACTURER	PRODUCT NAME	USAGE	PRODUCT NUMBER
BETCO	AF315	Disinfectant Cleaner	31547-00
BETCO	PH7 Ultra	Neutral Floor Cleaner	138
BECTO	Clear Image	Glass & Surface Cleaner	1921200
BETCO	Spectaculoso	Odor Eliminator	1003
BETCO	Fiberpro TLC	Carpet Shampoo	4060400
BETCO	Hard As Nails	Floor Finish	659B5
BETCO	Ax-it Plus	Floor Stripper	154B5
BETCO	Fiber-Pro Defoamer	Defoamer	4030400
BETCO	Untouchable W/SRT	Floor Finish	606B5-00
BETCO	Fiberpro Spot & Stain Remover	Spot & Stain Remover	4251200
BETCO	AF79	Bowl Cleaner	0791200
BETCO	Kling	Toilet Bowl Cleaner	0751200
BETCO	Best Bet Liquid Crème	Bowl cleaner	0771200
BETCO	Heavy Duty Floor Cleaner	Floor Cleaner	1884800
BETCO	Push	All-purpose Cleaner, Odor Eliminator	#L05411
BETCO	Ultra 2000	Degreaser	1360400
BETCO	One Step	Floor restorer	Restorer#618
BETCO	Restorer	Floor	V01492
BETCO	GE-Fight-Bac	Anti-Bacterial Cleaner	3111200
BETCO	Bonnet Cleaner Fiber-pro	Carpet Shampoo	4080400
CLOROX	Clorox 360 Machine	Electro-Static Cleaner	Clorox Total 360
CLOROX	Clorox Commercial Solutions Clorox Total 360 ORANGE Chemical	Disinfectant Cleaner1 Disinfectant to kill Covid/Virus/etc.	67619-38, 10917882
Diversey	Carpet Spotter	Carpet Spotter	101109763
Quest Specialty	Brillance	Stainless Steel Cleaner	20095736
Quest Specialty	Freeze-It	Chewing Gum Remover	228000001-12AR
Quest specialty	Lemon Luster	Furniture Polish	20081618

Posting of SDS Sheets will be done at job site as required.

CUSTOMER SERVICE

American Facility Services, Inc. can assure our clients that any incident or concern occurring on a contract job is handled professionally and promptly. In a situation where something is damaged, broken, or reported missing, AFS will take the necessary steps to investigate and remedy it as quickly as possible. Any other type of incident that involves other matters is reported directly to Headquarters and handled based on the situation.

Our employees are instructed to immediately report to their direct Supervisor any situation that results in damage or broken property of the customer where they are working. Incidents of missing or discarded items may also be reported to the Contract Manager or Headquarters staff directly by the customer. Emergency and office contact information is provided to all clients at the start of the contract.

The AFS Contract Manager is responsible for documenting the incident, using all information available from the cleaning staff and/or the customer. This report is used to conduct a formal investigation into the matter, which may include formal interviews, inspecting the place of occurrence, and then further documenting any additional information that may be obtained.

Based on the final incident report, a determination is made by Headquarters as to how to proceed to resolve the situation. If possible, AFS will work directly with the customer to remedy the incident if that is appropriate and acceptable to the customer. In some major instances, an insurance claim may be filed or a claim filed against the AFS Fidelity Bond that will be in place to protect the customer against any loss.

At AFS, we take responsibility for our employees and their actions. AFS strives to employ personnel with the highest levels of integrity and experience. Because of our stringent hiring practices, we have a very low occurrence of incidents on our contract jobs.

Resolution of Concerns

The AFS Contract Manager will always be available to receive calls regarding quality of work concerns. The Contract Manager will respond by investigating the concerns and making sure that the Site Supervisor understands the concerns and addresses them to the crew to correct them immediately. The Contract Manager will then re-inspect and confirm the corrections have been completed. He will also re-inspect at random intervals to ensure that the problem does not reoccur. Please refer to our extensive Quality Control Plan.

Communication with Facility Administrators

AFS encourages direct communication between your facilities' administrations and our Site Supervisors, Project Manager, or Contract Manager, who are all available 24/7 via e-mail or phone. Our extensive training, scheduling, management, inspections, inventory management, and quality control measures are designed to minimize the need for substantial communication with the administration. Our goal is to provide a service that will minimize any impact on your employees and customers.

WHY AFS IS THE BEST CHOICE

- **Proven Experience:** With over 33 years of industry expertise, AFS consistently delivers high-quality janitorial services tailored to diverse client needs.
- **Versatile Client Portfolio:** We serve a wide range of customers. From small offices to large, multi-facility contracts, each requires specialized attention.
- **Diverse Project Capability:** Our experience spans various building types and operational specifications.
- **Exceptional Client Retention:** A high rate of contract renewals reflects our ability to exceed expectations while maintaining cost efficiency.
- **Trusted Vendor Partnerships:** Long-standing relationships with suppliers enable us to use top-quality products and equipment on every project.
- **Reliable Quality Control:** Our proven quality assurance practices ensure consistent, high-level performance by all staff.
- **Dedicated Management Oversight:** Our seasoned management team will actively support this contract to ensure the City of Titusville receives reliable, professional service and becomes a long-term satisfied partner.

CITYWIDE JANITORIAL SERVICES
REQUEST FOR PROPOSAL #SV 25-P-031TB
ATTACHMENT A - PRICE SHEET

Please provide the proposed fee to be charged in connection with the services described in the Invitation for Bid. Fee proposed must include all charges relating to the services required under the contract and all out-of-pocket expenses, such as telephone, postage and shipping, printing and/or copy costs, and travel, if any. **The City will not pay any additional expenses or trip charges. This price sheet should be completed, signed, and returned with RFP response.**

SECTION 1 - Routine Service Calls & Maintenace

ITEM	Location	S.F.	Address	Monthly Price
1	City Hall	20,435	555 S. Washington Ave, Titusville, FL 32796	$ 3,121.95
2	Records Building	1,691	425 S. Washington Ave, Titusville, FL 32796	$ 330.42
3	City Annex	1,987	455 S. Washington Ave, Titusville FL 32796	$ 335.50
4	Fire HQ	15,500	550 S. Washington Ave, Titusville, FL 32796	$ 2,175.63
5	Welcome Center	1,973	405 S. Hopkins Ave, Titusville, FL 32796	$ 367.76
6	Harry T. Moore Social Service Center	5,715	725 DeLeon Ave, Titusville, FL 32780	$ 1,367.66
7	Harry T. Moore Social Service Center: Kitchen	996	725 DeLeon Ave, Titusville, FL 32780	$ 518.70
8	Mourning Dove Water Plant	7,270	2836 Garden St, Titusville, FL 32796	$ 1,062.65
9	Electronic Building @ Mourning Dove	900	2836 Garden St, Titusville, FL 32796	$ 192.89
10	Public Works Admin	4,067	2910 Garden St, Titusville, FL 32796	$ 605.85
11	Garage Complex:Fleet Mgmt., Solid Waste, Streets Maintenance, & Stormwater	1,934	101 N. Singleton Ave, Titusville, FL 32796	$ 368.80
12	Public Works Chamber of Commerce	4,864	2000 S. Washington Ave, Titusville, FL 32780	$ 599.53
13	Opsrey WTP	1,500	1105 Buffalo Rd, Titusville, FL 32796	$ 386.18
14	Titusville Police Department	44,000	1100 John Glenn Blvd, Titusville FL 32780	$ 3,790.04
15	Public Works FAC Sission Road	1,350	4660 Sisson Rd, Titusville, FL 32780	$ 261.25
16	Blue Heron WTP	5,500	4800 Deep Marsh Rd, Titusville, FL 32780	$ 641.25
17	Field Operations	4,518	1135 Knox McRae Drive Titusville, FL 32780	$ 515.01
			GRAND TOTAL BID AMOUNT ►►	$ 16,641.07

PURCHASING CARD & ACH PAYMENTS

1. Does your company accept Visa (Purchasing Card) Payment Method? ☐ Yes ☑ No
   a. If yes, is there a surcharge? _____

2. Does your company accept ACH payment method? ☑ Yes ☐ No
   a. If yes, please provide Contact Info below:

Name: Melisa Dotson

Email: mdotson@amfacility.com

PROMPT PAYMENT DISCOUNT

The City of Titusville shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for
** If Prompt Payment Discount is offered, please state discount and terms:*

BIDDER INFORMATION

As witnessed by my signature below, I have carefully examined the Invitation for Bid, Instructions to Bidders, General and Special Conditions, Contractor's Notes, Scope of

COMPANY NAME :	PHONE #	770-740-1613
American Facility Services, Inc.	FAX #	770-475-7720
COMPANT ADDRESS:	FEIN #	58-1950842
1325 Union Hill Industrial Court, Suite A, Alpharetta, Georgia 30004	UEI #	FHFRL5G7MHK3

AUTHORIZED SIGNATURE:	DATE: 08/13/2025
PRINTED SIGNATURE:	Harold Angel
TITLE:	Vice President
E-MAIL:	sperez@amfacility.com
WEBSITE:	www.americanfacilityservices.com

OFFICIAL ADDRESS, PHONE & FAX NUMBER (If different from above).

ADDRESS:	
PHONE NUMBER:	FAX NUMBER:

MCGRIFF, A MARSH & MCLENNAN AGENCY LLC COMPANY
Emily Langley
2000 International Park Drive, Suite 600, Birmingham, AL 35243
TEL: 205/414-2329 EMAIL: Emily.langley@mcgriff.com
SURETY DEPARTMENT

BID RESULTS FORM

PRINCIPAL: **American Facility Services, Inc.**

OBLIGEE: **City of Titusville**

PROJECT: **Janitorial Services – Proposal #SV-25-P-031/TB**

BID DATE: **8/21/25**

ESTIMATED CONTRACT AMT: **$199,692.84**

LOWEST BID: WHO_____ $_____

SECOND BID: WHO_____ $_____

THIRD BID: WHO_____ $_____

If not 1st, 2nd or 3rd, your place in bidding

YOUR BID: $_____

SIGNED: _____

DATED: _____

STATE OF Florida)
COUNTY OF Brevard)
CITY OF Titusville)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that American Facility Services, Inc. as Principal, and Federal Insurance Company as Surety, are held and firmly bound unto the City of Titusville, in the penal sum of Five Percent of Amount Bid (Dollars) ($ 5%), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid dated August 21, 2025 , for:

Citywide Janitorial Services, RFP SV25-P-031TB

NOW THEREFORE,

(a) The principal shall not withdraw said bid within ninety (90) days after date of opening the same, and shall within twenty (20) days after the prescribed forms are presented to him for signature, enter into a written contract with the City, in accordance with the proposal as accepted, and give bond with good and sufficient surety or sureties, as required, for the faithful performance and proper fulfillment of such contract; and,

(b) In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give bond within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals, this 14th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:
If Sole Ownership or Partnership, one (1) Witness is required. If Corporation, Secretary only will attest & affix seal.)

_____

_____

Surety Secretary
Witness

Emily Langley

PRINCIPAL:

American Facility Services, Inc.
(Name of Firm)

Affix Seal

(Signature of Authorized Officer)

Proposal writer
(Title)

1325 Union Hill Industrial Court, Suite A
(Business Address)

Alpharetta, GA 30004
(City) (State) (zip)

SURETY:

Federal Insurance Company
(Corporate Surety)

Affix Seal

Mark W. Edwards II
(Signature of Authorized Officer)

Mark W. Edwards, II, Attorney-in-Fact
(Title)

202B Hall's Mill Road
(Business Address)

Whitehouse Station, NJ 08889
(City) (State) (zip)

McGriff, a Marsh & McLennan Agency LLC Company
(Name of Local Insurance Agency)

2000 International Park Drive, Suite 600, Birmingham, AL 35243
(Address)

The rate of premium on this bond is 0.00 per thousand.

Total amount of premium charges 0.00.

(The above must be filled in by Corporate Surety.)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Samuel F. Audia III, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **7th** day of **May, 2025.**

Rupert HD Swindells, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this **7th** day of **May, 2025** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 14, 2025

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

Addendum Acknowledgment

By signing each line below, Bidder acknowledges that the corresponding addenda have been received and are included in this solicitation packet:

☑ Addendum 1 due date unchanged Dated 07/18/2025

☑ Addendum 2 due date unchanged Dated 07/23/2025

☑ Addendum 3 Pre-Proposal conference changed Dated 07/25/2025

☑ Addendum 4 due date changed Dated 08/14/2025

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 American Facility Services, Inc. (name of bidder or contractor) is 1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004.
2. My relationship to American Facility Services, Inc. (name of bidder or contractor) is Vice President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israelicontrolled 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. American Facility Services, Inc. (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. American Facility Services, Inc. (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. American Facility Services, Inc. (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Harold Angel
Signature

Harold Angel
Printed Name

Vice President
Title

American Facility Services, Inc.
Name of bidder or contractor

Notary Public Information

STATE OF Georgia
COUNTY OF Forsyth

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 18th (day) day of August (month), 2025 (year), by Harold Angel (name of person acknowledging).

Stephanie Veronica Villamizar
Notary Public Signature

(Affix Notary Stamp or Seal)

Stephanie Veronica Villamizar
NOTARY PUBLIC
JACKSON COUNTY, GEORGIA
My Commission Expires
01/02/2028

Stephanie Veronica Villamizar
Print, Type or Stamp Name of Notary

My commission expires: 01/02/2028

DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, 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. 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 firm complies fully with the above requirements.

Harold Angel — Vice President — 08/18/2025

Vendor's Signature, Title, Date

Notary Public Information

STATE OF Georgia

COUNTY OF Forsyth

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 18th day of American Facility Services, Inc., 2025, by Harold Angel, as Vice President on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

Stephanie Veronica Villamizar

Notary Public Signature

(Affix Notary Stamp or Seal)
Stephanie Veronica Villamizar
NOTARY PUBLIC
JACKSON COUNTY, GEORGIA
My Commission Expires
01/02/2028

Stephanie Veronica Villamizar

Print, Type or Stamp Name of Notary

My commission expires: 01/02/2025

PUBLIC ENTITY CRIMES

Any person submitting a bid, proposal 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 proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or proposal 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, proposal 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, PROPOSAL OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, PROPOSAL 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 _____. Contract for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by American Facility Services, Inc. whose business address is 1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004 and (if applicable) its Federal Employer Identification (FEIN) is 58-1950842.

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

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, 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.)

2025 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.)

Harold Angel
(Signature)

Date: 08/18/2025

Notary Public Information

STATE OF Georgia
COUNTY OF Forsyth

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization,

this 18th (day) day of August (month), 2025 (year), by Harold Angel (name of person acknowledging).

Stephanie Veronica Villamizar
Notary Public Signature

(Affix Notary Stamp or Seal)

Stephanie Veronica Villamizar
Print, Type or Stamp Name of Notary

My commission expires: 01/02/2028

Stephanie Veronica Villamizar
NOTARY PUBLIC
JACKSON COUNTY, GEORGIA
My Commission Expires
01/02/2028

Attachment B

City of Titusville
E-Verify Affidavit

Obligation for State Funded Contracts:
Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http:// www.uscis.govle-verify) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

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

Federal Employer Identification Number (FEIN): 58-1950842

Harold Angel	Vice President	Harold Angel
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

American Facility Services, Inc.	08/18/2025
Name of Firm	Date

1325 Union Hill Industrial Court, Suite A, Alpharetta	Georgia	30004
Address of Firm	State	Zip Code

Notary Public Information

STATE OF Georgia
COUNTY OF Forsyth

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization,

this 18th (day) day of August (month), 2025 (year), by Harold Angel (name of person acknowledging).

Stephanie Veronica Villamizar
Notary Public Signature

(Affix Notary Stamp or Seal)
Stephanie Veronica Villamizar
NOTARY PUBLIC
JACKSON COUNTY, GEORGIA
My Commission Expires
01/02/2028

Stephanie Veronica Villamizar
Print, Type or Stamp Name of Notary

My commission expires: 01/02/2028

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Titusville (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of American Facility Services, Inc., a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity)
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: American Facility Services, Inc.
Authorized Signature: Harold Angel
Printed Name: Harold Angel
Title: Vice President

STATE OF Georgia
COUNTY OF Forsyth

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 18th day of August, 2025, by Harold Angel, as Vice President on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

Stephanie Veronica Villamizar
Notary Public Signature

(Affix Notary Stamp or Seal)

Stephanie Veronica Villamizar
NOTARY PUBLIC
JACKSON COUNTY, GEORGIA
My Commission Expires
01/02/2028

Stephanie Veronica Villamizar
Print, Type or Stamp Name of Notary

My commission expires: 01/02/2028

Attachment B

FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF Georgia
COUNTY OF Forsyth

I state that I Harold Angel, Vice President (Name and Title) of American Facility Services, Inc. (Name of Firm) am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.

2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.

4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. American Facility Services, Inc. (Name of Firm), its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Notary Public Information

STATE OF Georgia
COUNTY OF Forsyth

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization,

this 18th (day) day of August (month), 2025 (year), by Harold Angel (name of person acknowledging).

Stephanie Veronica Villamizar
Notary Public Signature

Stephanie Veronica Villamizar
(Affix Notary Stamp or Seal)
NOTARY PUBLIC
JACKSON COUNTY, GEORGIA
My Commission Expires
01/02/2028

Stephanie Veronica Villamizar
Print, Type or Stamp Name of Notary

My commission expires: 01/02/2028

CERTIFICATION OF PROPOSER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective Consultant, or any of their proposed subconsultants, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY PROPOSER

NAME AND ADDRESS OF PROPOSER (Include ZIP Code)

American Facility Services, Inc.

1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004

4. Proposer has participated in a previous contract or subconsultant subject to the Equal Opportunity Clause.
x Yes _____ No

5. Compliance reports were required to be completed in connection with such contract or subcontract.
X Yes _____ No

6. Proposer has filled all compliance reports due under applicable instructions.
X Yes _____ No

7. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? _____ Yes x No

Harold Angel, Vice President
NAME AND TITLE OF SIGNER (Please type)

Harold Angel 08/18/2025
SIGNATURE DATE

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the contractor is required to verify that none of the contractor's principles (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

2. The contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the City of Titusville. If it is later determined that the contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City of Titusville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Harold Angel Authorized Signature	1325 Union Hill Industrial Court, Suite A Address
Harold Angel, Vice President Printed Name & Title	Alpharetta, GA 30004 City, State, Zip Code
American Facility Services, Inc. Company	08/18/2025 Date

Request for Proposal Bid Acknowledgment

This is not an order!

SUBMIT SEALED PROPOSAL TO:

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

FLORIDA TAX EXEMPT #85-8012621749C-1

FEDERAL TAX EXEMPT #59-6000523

PROPOSALS RECEIVED AFTER BELOW DATE AND TIME WILL NOT BE ACCEPTED

Release Date:	**Proposal Number:**
July 17, 2025	SV-25-P-031TB

Procurement Analyst: Tracy Bailey

Proposal Title: Citywide Janitorial Services

Proposal Opening Date and Time: August 7, 2025

BID SPECIFICATIONS MAY BE OBTAINED AT:
Purchasing and Contracts, 555 Washington Ave, Titusville, FL 32796, or at the Euna OpenBids® website

Pre-Proposal Date, Time, and Location: ☐ None ☐ Mandatory ☑ Non-Mandatory

July 28th at 2pm starting at City Hall Council Chambers, 555 S. Washington, Ave 32796. Caravan to all locations

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

I have carefully examined the Request for Proposal, 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 certify that all information contained herein is truthful to the best of my 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 certify that this Proposal is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor.
- In submitting a Proposal to the City of Titusville, the Contractor offers and agrees that if the Proposal is accepted, the Contractor will convey, sell, assign, or transfer to the City of Titusville all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Titusville. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Contractor.

IF RETURNING AS A "NO BID", PLEASE STATE REASON:

Legal Name of Contractor:	**Business Address:**
Telephone Number:	**FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN.):**

The contractor acknowledges that information provided in this RFP is true and correct.

X _____ _____

AUTHORIZED SIGNATURE *(MANUAL)* NAME *(PRINTED)*

_____ _____

TITLE DATE

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 Presense or ☐ Online Notarization

this _____ day of _____ , _____ ,by _____

(month) (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: _____

BOND DATA

CONTRACTOR MUST PROVIDE			AMOUNT:
Yes ☑	No ☐	BID BOND	5%
Yes ☐	No ☑	MAINTENANCE BOND	
Yes ☑	No ☐	PERFORMANCE AND PAYMENT BOND	3 months worth total contract

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

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

CITYWIDE JANITORIAL SERVICES
PROPOSAL #SV-25-P-031/TB

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Attachments:

Attachment A - Price Sheet
Attachment B - Required forms

- Addendum Acknowledgement Form
- Signed/Notarized Request for Proposal
- Contractor Affidavit Regarding Scrutinized Company List
- Drug Free Workplace Form
- Public Entity of Crime Form
- E-Verify Form
- Human Trafficking Affidavit
- Form of Non-Collusion Affidavit
- Equal Employment Opportunity Certification
- Certification Regarding Debarment and Suspension

Attachment C – Draft Contract

Tentative Committee Members:

Christine (Chrissy) Lake PW Manager II
Joesph (Joey) Arena PW Manager I - Facilities
Romelio Boykin – Human Resources Manager
Chad Clark – Chief Treatment Plant Operator - Water Production
Major Charles Demmon - Titusville PD

CITYWIDE JANITORIAL SERVICES
PROPOSAL #SV-25-P-031/TB

PROPOSAL SCHEDULE

PROPOSAL SCHEDULE

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

IDENTIFICATION DATE	
July 17th, 2025,	RELEASE OF PROPOSAL
July 28th, 2025 @ 2:00 p.m.	PRE-PROPOSAL CONFERENCE
August 1st, 2025 5:00 p.m.	DEADLINE FOR QUESTIONS
August 7th, 2025 @ 3:30 p.m.	PROPOSAL DUE DATE
TBD	SELECTION COMMITTEE MEETING
TBD	RECOMMENDATION TO COUNCIL

CITYWIDE JANITORIAL SERVICES
PROPOSAL #SV-25-P-031/TB

SECTION I - INTRODUCTION AND SUBMITTAL INFORMATION

1. INTRODUCTION/PURPOSE

The City of Titusville is requesting proposals from licensed Contractors (Proposers) qualified to perform professional janitorial cleaning of multiple buildings citywide in accordance with scope of work and specifications provided in solicitation. The objective of this Request for Proposal (RFP) is to establish an annual contract with one (1) qualified firm.

2. INFORMATION AND CLARIFICATION

For information concerning procedures for responding to this Request for Proposal, or request for clarifications please contact Tracy Bailey, Purchasing and Contracts at phone number (321) 567-3734, fax (321) 383-5628, or email:tracy.bailey@titusville.com. All requests for clarification must be received in writing no later than seven (7) calendar days prior to the date for opening of the bids. All such interpretations and supplemental instructions will be in the form of a written addenda to the bid. Only the interpretation or correction given by the Purchasing and Contracting Department representative in writing shall be binding.

Firms interested in submitting a response to this RFP 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. Any such contact will be considered inappropriate and subject your response to rejection.

Bid documents may be downloaded from **Euna OpenBids** or may be requested from the Purchasing & Contracting via email from the above listed Staff email.

3. SUBMITTAL

The Proposer must submit **one (1) hardcopy and one (1) electronic copy on USB flash drive or CD/DVD, in a PDF format,** in a sealed envelope and/or box and must be received no later than **3:30p.m**. local time on **August 7, 2025,** at which time and date all bids duly submitted will be publicly opened and the names of firms submitting proposals will be read aloud. It is the Proposer's responsibility to ensure that their proposal response is received by Purchasing & Contracting prior to the deadline. Any proposals received after the time and date specified above will be considered invalid and rejected. Each submittal envelope/box shall be clearly identified by the Proposer somewhere on the outside space. The material should be in the same sequence or order as requested by the City and all information should be related directly to this RFP. The City shall not be liable for any cost incident to the preparation of responses, materials, reproductions, presentation, copyright infringement, etc. Sealed proposals must be clearly marked as follows:

Title: "CITYWIDE JANITORIAL SERVICES PROPOSAL #SV-25-P-031/TB"
Open: August 7, 2025 @ 3:30 p.m.
and returned to:
City of Titusville – City Hall
Purchasing and Contracting Department
555 S. Washington Ave., 2nd flr.
Titusville, FL 32796

All proposals received on or before the due date and time will be opened in the City of Titusville City Hall, Council Chambers located at 555 South Washington Avenue, Titusville, Florida 32796. No further details of the contents shall be disclosed until the notice of intent of the award or thirty (30) days after the opening of proposals, whichever comes first, in accordance with Chapter 119.71, Florida Statutes.

Any proposal received without Proposal Signature Page, and all 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.

All costs associated with the preparation and submission of proposals, including product demonstrations, shall be at the sole expense of the Proposer.

All proposals must state the period for which the proposal shall remain in effect. Such a period shall not be less than 120 days from the proposal's due date.

4. CONE OF SILENCE

In accordance with Florida Statutes § 286.0113, a Cone of Silence is in effect for this solicitation, prohibiting communication between vendors and City officials, employees, or agents, except with the designated representative noted in the solicitation documents. The Cone of Silence is designed to protect the professional integrity of the public procurement process by shielding it from undue influence prior to the recommendation of contract award. This restriction applies from the time of advertisement until the Notice of Award is posted and is designed to ensure the integrity of the procurement process. Vendors must refrain from contacting City Council members, officers, or employees regarding this solicitation. Violations may result in disqualification. The Cone of Silence does not apply to communications with the designated representative or discussions at a duly noticed Pre-Bid Conference or public meeting.

5. PRE-PROPOSAL CONFERENCE

A Non-Mandatory Pre-proposal conference is scheduled for Monday, July 28, 2025, at 2:00 p.m. local time in Council Chambers located in Titusville City Hall, 555 S. Washington Ave. 2nd floor, Titusville, FL 32796. The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed scope of work, proposal criteria, tour buildings, and answer questions and/or concerns posed from interested Contractors submitting proposals. In the event that any discussions or questions at the pre-proposal meeting require, in the City's opinion, official additions, deletions, or clarifications of the Request for Proposal, the City will issue a written addendum. No oral representations or discussions will be binding on the City. Proposers shall direct all questions to Tracy Mathews-Bailey, via email at Tracy.Bailey@titusville.com.

6. BONDS

Proposer will secure a bid bond for the purpose to ensure that if selected, awarded Proposer will undertake the contract per the terms at which they have bid and project will be completed properly.

1) **Bid Bond**: A bid guaranty, equal to 5% of the overall bid amount, in the form of a bond completed on the form provided, cashier's check or certified check must be submitted with proposal.
2) **Janitorial Services Bond:** Bond, equal to $50,000 per employee for entire contract term to cover losses from dishonest and/or negligent actions of janitorial/custodian employees. Dishonesty Bonds reimburse employers for losses from employee fraud, theft, forgery, and embezzlement of company's cash and other assets.
3) **Performance Bond:** Awarded Contractor will be required to provide a Performance Bond in the amount of **Three (3) months of service** cycles for overall contract to insure the successful performance under the terms and conditions of the awarded Contract.

SURETY QUALIFICATIONS: As to companies being rated acceptable to City:

1) The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York, 10038.

2) The Surety shall be listed on the U.S. Department of the Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, (Latest Revision) entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".
3) All Surety Companies are subject to approval and may be rejected by the Owner without cause, in the same manner that bids may be rejected.
4) Limitations: Bonding Limits or Bonding Capacity refer to the limit or amount of Bond acceptable on any one risk. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).
5) Requirements: Policyholder's surplus is required to be 10 times the amount of any one bond.
6) In addition, any bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Florida.
7) The performance bond shall be maintained for the full term of the resulting contract. Failure to comply shall be grounds for termination of the contract.

7. CONTRACT TERM

The successful proposer may be awarded a contract for one (1) year with four (4) additional one-year renewal terms upon the written mutual agreement of both parties. Each fiscal year is subject to appropriation of funds by the City Council during each budget cycle. The anticipated contract start date is mid-October 2025, with a transition period and an initial term through September 30th, 2026, with options for four (4) consecutive one-year renewal periods. The funding cycle is the City's fiscal year, October 1 through September 30.

8. AWARD

The City reserves the right to accept or reject any or all proposals, with or without cause, to waive technical errors and informalities, or to accept the proposals or combination of proposals which in the sole and absolute judgement best serves the public interest.

Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer for a period of 120 days or until one or more of the proposals have been duly accepted and a contract executed by the City Council, whichever occurs first. City Council action on proposals normally will be taken within 60 days of opening; however, no guarantee or representation is made herein as to the time between the proposal opening and subsequent Council action.

9. CONTRACT NEGOTIATION

The City at its sole discretion, reserves the right to enter into contract negotiations with the #1 ranked, responsive, responsible Proposer. If the City and said Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible Proposer. This process will continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

10. CITY COUNCIL ACTION

The City Council will be asked to approve the Evaluation Committee's recommendation. The City Council action is final.

11. QUALIFICATIONS

Proposer must be registered to conduct business in the State of Florida. Registration Certificate to be provided by the Florida Department of State, Division of Corporations, establishing your firm as eligible to conduct business in the State of Florida. Please refer to

website:www.sunbiz.org. The Contractor must have a valid business license to conduct professional janitorial services in the State of Florida. License shall be included at time of bidding. The Proposer must have been engaged in the performance of commercial janitorial services for no less than three (3) consecutive years prior to the award of the contract.

12. COMPENSATION, FEE, AND COSTS

Proposal prices shall remain firm for the initial twelve (12) month term of this contract. The awarded Contractor may have an opportunity to request a price adjustment for all subsequent years of this contract. The request for price adjustment must be submitted in writing no later than ninety (90) calendar days prior to the annual anniversary of the contract start date. The request for price adjustment must include written justification and documentation (raw material price increase, labor, etc.) for the increase and a copy must be sent to the Purchasing & Contracting Administrator. Any request for price adjustment shall be approved by the Purchasing Manager and Department Director prior to becoming effective. Any approved request will not take effect until the anniversary of the contract start date and will be in effect for the twelve (12) month period following the said anniversary. Written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index – User (CPI-U) for the Southeast Region.

13. AS NEEDED AND ADDITIONAL SERVICES QUOTES

City Project Manager or their designated representative may request quotes for additional cleaning or as needed services at the time of need. The City reserves the right to request quotes form open market vendors to evaluate and ensure market compatibility. The Contractor shall not charge the City for any estimates. Should the City find that the Contractor's Estimates are continuously higher than the open market, it reserves the right to address the matter with the awarded Contractor and utilize any and all remedies set forth within the agreement documents, including termination.

14. INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

The City shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the City is contracting hereunder, provided such is caused in whole or in part by any negligent act, intentional act, or error and omission of the Consultant, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Consultant agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that the Consultant has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor shall procure and maintain, at their own expense, the following insurance policies until final acceptance of all work under this contract. The policy limits are minimum requirements:

1) **Commercial General Liability Insurance**: Occurrence-based coverage with a minimum of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense costs in excess of liability limits). Coverage shall include premises and operations without time-based exclusions, products

and completed operations, personal injury, and advertising liability. The City shall be named as an Additional Insured. This policy should include after-hours and off-hours coverage.

2) **Auto Liability Insurance**: Covering all vehicles used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.

3) **Workers' Compensation and Employers Liability Insurance**: Statutory benefits as required by Florida law, with employer's liability limits of $500,000 per accident and per disease. Subcontractors must provide evidence of this coverage or a valid exemption for independent contractors or sole proprietorships without employees. For work near navigable waterways, United States Longshoremen's and Harbor Workers (USL&H) coverage and Jones Act contingent coverage are required unless exempt.

4) **Professional Liability Insurance** (if applicable): For professional or consulting services, a policy with a minimum of $2,000,000 per claim.

5) **Builders Risk Insurance** (if applicable): For construction projects, a policy with loss limits equal to the project value.

Specialty insurance (e.g., Crane and Rigging, Inland Marine) may be required based on project-specific risks, as determined by City Risk Management. Certificates of Insurance (COI) must be provided within five (5) calendar days of award, naming the City as an Additional Insured (or providing a waiver of subrogation for workers' compensation) and including a 30-day cancellation notice. Subcontractor insurance is the Contractor's responsibility.

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

SECTION II – SPECIAL CONDITIONS

1. PERSONNEL BACKGROUND CHECK REQUIREMENTS

Due to some City areas being security sensitive in function or nature, all Contractor assigned personnel shall be required to undergo a brief criminal history check due to nature and entrance into a secure area. All background screenings shall be at the Contractor's expense. Contractor shall ensure this requirement is extended to ALL personnel that Contractor elects to assign to work on City premises. By assigning personnel to City's premises, Contractor attests that Contractor has completed a prior satisfactory background check on the employee being assigned. Background check shall have a minimum national level to include: maiden name or any alias that has been used; address(es) and length of stay; public records which include criminal information and convictions.

If Contractor or employee falsify and/or knowingly report and/or supply incorrect name or information to gain employment and in order to be assigned to and/or working on City premises shall be dismissed and removed from the job and may be barred from conducting further business with the City. No exception to this policy shall be made. This requirement is not intended, and does not apply, to vendors: e.g. those individuals, firms or companies who only deliver goods to City premises and do not provide on-site services.

For all work performed at the Titusville Police Department the awarded Contractor shall provide the City Project Manager at the Police Department with a listing of all personnel assigned to work in a given facility, including social security number prior to any onsite work begins. This listing shall be updated (within 5 days) of any change in personnel status or assignments to ensure it is current. All personnel will be subject to background and security screening in accordance with the standards set forth by the Criminal Justice Information Services Division **(CJIS)**, Florida Department of Law Enforcement **(FDLE)** and the requirements set forth by the Titusville Police Department.

2. CONTRACTOR ONBOARDING

A contract Pre-award meeting will be held between the assigned City Staff and the Contractor upon the posting of an intended award and approval to finalize the contract, for the purpose of preforming an initial joint inspection to establish full transparency and understanding of the City's expectations and needs.

1) The Contractor shall submit, a final Staff Plan at minimum five (5) days prior to the starting date.

2) The City Project Manager will coordinate a schedule with Human Resources for the issuance of badges and coordinate the process for issuance of keys upon full execution of the contract.

3) Five (5) days prior to the agreement starting date, submit in writing to the City Project Manager the names of at least two representatives, one of whom is authorized area Supervisor to act for Contractor in every detail for the custodial cleaning services. Contractor's representatives, their location and their availability must be satisfactory with the City Project Manager.

3. DEDUCTIONS

It is the objective of the City to obtain full cleaning performance in accordance with the terms of the specifications and at the quality standards of work set forth in this agreement and the commercial cleaning industry. Therefore, deductions for tasks identified as not completed or not satisfactorily completed will be made in accordance with the following schedule.

1) The City Project Manager or designee will contact Contractor by telephone or email notifying them of the complaint(s) received from building occupants or deficient scheduled custodian tasks. The Contractor and/or Supervisor will be required to respond to any major problem(s) and have it corrected within two (2) hours, once notified by the City Project Manager or designee, or be charged a deduction. (See paragraph below Deduction Table)
2) The City Project Manager will maintain a file of incoming complaints whether they be written, oral, or by telephone. This file will contain the date, time, building, name of person making the complaint and phone number and time Contractor was notified, or a copy of the notification written record.
3) Major problems require immediate attention and are to be responded to and corrected within two (2) hours. Examples of major problems are toilets not cleaned, not stocking sufficient paper products in large areas, entire office area not cleaned, or trash removed, etc. The City Project Manager will have authority to classify a complaint as major or minor.
4) Minor problems require correction during the next day's normal clean-up; however, a continuing record of minor complaints will result in a deduction. Examples of minor problems are a single trashcan not emptied, a small area not vacuumed, toilet paper in one stall out, etc. (See paragraph below Deduction Table).
5) Failure by the Contractor to respond to specific complaints as stated above, as well as prevent continuing occurrences of such complaints, could result in deductions of invoiced payments or termination of this contract agreement.

Deduction Table:

Failure of Contractor to respond to problems referred to them by the City Project Manager within the time limits established above; will result in the following deductions from invoiced payments:

1) Major problems not responded to within the established time limits will result in a deduction of 10% of the monthly cost of cleaning the entire building.
2) Minor problems not responded to within the established time limits will be one (1) day's cost of cleaning for the entire building experiencing the problem. The formula to arrive

at the deduction is: facility monthly cost divided by workdays in month will equal the deduction.

3) Continued reporting of major and minor compliance failures of 5 or more for any month will result in a 10% deduction of the total monthly cost of the pricing agreement.
4) An overall unsatisfactory rating on the monthly compliance inspection by the City Project Manager will result in a 10% deduction of the total monthly cost of the pricing agreement.

Failure of Contractor to provide and/or maintain proper stock of daily supplies (i.e.: paper towels, toilet paper, hand soap, etc.) resulting in the for the City to purchase shall be deducted from the monthly invoice including labor.

SAMPLE DEDUCTION TABLE CALCULATION (SECTION II.3 - DEDUCTIONS)

To clarify the financial implications of non-compliance with cleaning performance standards, the following sample calculation illustrates how deductions will be applied per the Deduction Table. Proposers should address their plan for meeting response times (two (2) hours for major problems, next-day correction for minor problems) in **Tab 4.B** of their proposal.

Example Scenario:

- **Facility**: City Hall (monthly contract cost: $10,000).
- **Workdays in Month**: 20 days.
- **Issue**: A major problem (e.g., uncleaned toilets in multiple restrooms) is not corrected within two hours after notification.

Deduction Calculation:

- **Major Problem**: 10% of the monthly cost for the affected building.
- Deduction = $10,000 × 10% = **$1,000**.
- **Minor Problem** (e.g., a single trashcan not emptied, not corrected by next day):
- Daily cost = $10,000 ÷ 20 workdays = $500.
- Deduction = **$500** for one day's cost.
- **Repeated Failures**: Five or more major/minor complaints in a month or an unsatisfactory monthly inspection result in a 10% deduction of the total monthly contract cost (e.g., $10,000 × 10% = **$1,000**).

Note: Deductions for supply shortages (e.g., toilet paper, soap) include the City's purchase cost plus labor, deducted from the monthly invoice.

4. ACCESS CONTROL, BADGES, & KEYS

4.1 Access Control

1) The Contractor shall be responsible that all its employees pass a national background screening including fingerprinting compliant with Florida Level 2 screening (Section 435.04, F.S.) prior to the contract starting.
2) Criminal Justice Information Services (CJIS) training and background screening requirements must be completed by all employees who are assigned to the Police Department facility.

4.2 Badging

1) All personnel shall be issued a City of Titusville identification badge that includes employee name along with the Contractor's name and may include a picture for the employee. These badges will grant employees access to City buildings.
2) City-issued badges must be worn visibly at all times. Badges are non-transferable, and lost badges incur a $25 replacement fee. The replacement fee shall be charged to the Contractor via an invoice and may be deducted from the next payable invoice to the Contractor.

3) Any badge that has been lost must be reported immediately to the City Project Manager and City Human Resources Office.

4.3 Keys

1) Keys for access to facilities and janitor closets must be logged and signed for. Lost keys incur a $25 replacement fee. The replacement fee shall be charged to the Contractor via an invoice and may be deducted from the next payable invoice to the Contractor.

4.4 Employee Departure

1) All badges and keys shall be returned to the City Project Manager immediately upon an employee's termination or resignation.
2) A new Staffing Plan shall be submitted to the City Project Manager within twenty-hour (24) hours of any changes to staffing so that new badges and keys can be issued. The updated Staffing Plan will be reviewed by the City.

5. HOLIDAYS & WEEKENDS

City holidays:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve
Christmas

If any holiday falls on a weekend, the preceding Friday or following Monday will be observed as a holiday. If any holiday falls on a Saturday, the preceding Friday will be observed as a holiday. If any holiday falls on a Sunday, the following Monday will be observed as a holiday.

6. EQUIPMENT AND SUPPLIES

The Contractor shall provide all cleaning equipment, tools, chemicals, and consumables (e.g., toilet paper, paper towels, hand soap, trash can liners) required to perform the services outlined in Section III – Scope of Services, unless otherwise specified. All equipment must be commercial grade, maintained in good working condition, and used per manufacturer instructions. The Contractor's staff shall immediately discontinue the use of malfunctioning or broken equipment upon becoming aware of such conditions. The Contractor shall submit a list of equipment (make and model) and cleaning products, including Safety Data Sheets (SDS), for City approval prior to contract start. A 72-hour supply inventory must be maintained at all times. The City seeks to promote environmentally responsible procurement practices and therefore, eco-friendly products meeting Green Seal (GS-1, GS-37, GS-41, GS-42), EPA Safer Choice, or USDA BioPreferred standards are required, with packaging containing at least 10% post-consumer recycled content. Consumables should meet the following:

1) **Paper Products:** Minimum 30% post-consumer recycled fiber, free of chlorine bleaching and PFAS (EPA CPG, F.A.C. 62-730). Paper towels must be compatible with automatic touchless dispensers.
2) **Hand Soap:** Biodegradable (OECD 301), free of triclosan and PFAS, compatible with touchless dispensers.
3) **Trash Can Liners:** Minimum 10% post-consumer recycled content or <0.7 mils thickness or compostable (ASTM D6400). Durable, puncture-resistant, sized for 10–45-gallon receptacles.

4) **Chemicals:** Meet RCRA, OSHA, and F.A.C.62-730. Biodegradable (OECD 301), free of PFAS, phosphates, and high VOCs, with dilution control systems (OSHA 29 CFR 1910.141). The use of bleach and heavily scented cleaning products that are irritants to the facility's occupants is strictly prohibited.

The City will not reimburse for supply underestimations. Failure to maintain stock will result in deductions per the Deduction Table (Section II.3).

To assist vendors in complying with the eco-friendly requirements outlined in the Scope of Services, the following table summarizes the standards for cleaning products and consumables. Proposers must address these standards in **Tab 4.A.e** of their proposal to demonstrate compliance with sustainability requirements.

ECO-FRIENDLY STANDARDS TABLE

Item	Standards
Paper Products	Minimum 30% post-consumer recycled fiber, free of chlorine bleaching and PFAS (EPA CPG, F.A.C. 62-730). Compatible with automatic touchless dispensers.
Hand Soap	Biodegradable (OECD 301), free of triclosan and PFAS, compatible with touchless dispensers.
Trash Can Liners	Minimum 10% post-consumer recycled content, <0.7 mils thickness, or compostable (ASTM D6400). Durable, puncture-resistant, sized for 10–45-gallon receptacles.
Cleaning Chemicals	Meet RCRA, OSHA, and F.A.C. 62-730. Biodegradable (OECD 301), free of PFAS, phosphates, and high VOCs. Use dilution control systems (OSHA 29 CFR 1910.141). No bleach or heavily scented products.
Certifications	Products must meet Green Seal (GS-1, GS-37, GS-41, GS-42), EPA Safer Choice, or USDA BioPreferred standards. Packaging must contain at least 10% post-consumer recycled content.

Note: Proposers must provide Safety Data Sheets (SDS) for all chemicals and document certifications in their proposal. A recycling and waste management plan must detail how co-mingling of trash and recyclables will be prevented (e.g., handling designated recycling bins at City Hall).

7. SUSTAINABILITY AND ENVIRONMENTAL STANDARDS

The Contractor shall use eco-friendly cleaning products and methods to minimize water and energy use, complying with F.A.C. 62-730 and local recycling regulations. Documentation of certifications (e.g., Green Seal, EPA Safer Choice) must be provided upon request. The Contractor's staff shall avoid co-mingling trash and recyclables and ensure proper disposal. ***Example:*** At City Hall the City provides Bins for recycle materials in the loading dock area and Staff separate items for recycle within each office area. It is the Contractor's responsibility to have their staff dispose of the Recycle materials in the appropriate designated bins without co-mingling materials.

8. SUPPLY ROOMS

1) The City shall provide janitor closets in each facility for the storage of janitorial supplies, materials, and equipment.

2) Janitor closet locations shall be made available to the Contractor upon contract award.
3) Only supplies used and approved by the City for this contract shall be stored in janitor closets. Storage of food or drinks in janitor closets is prohibited.
4) Sinks, carts, and all equipment shall be clean and odor-free. Sink faucets are to be turned off at the end of each use.

9. STAFFING, UNIFORMS AND IDENTIFICATION

All personnel shall wear uniforms with the Contractor's name and logo and display a City-issued identification badge with the Contractor's name and employee name (possibly a employee picture). The Contractor shall submit to the City Project Manager, a work schedule containing a layout of all routine cleaning assignments and project cleaning assignments, for each building and the start and stop times of assigned personnel at minimum of 10 calendar days prior to the service start date. Any update or change shall be submitted within 24 hours of staffing changes. Upon request by the City, Contractor shall immediately remove and replace employees who do not comply with contract requirements. Badges and keys must be returned upon employee departure, with a $25 replacement fee for lost items deducted from invoices.

10. PERFORMANCE METRICS AND QUALITY CONTROL

The Contractor shall implement a quality control program to ensure consistent, high-quality janitorial services, including:

1) Monthly inspections by the Contractor's supervisory staff, with documented results submitted to the City Project Manager within 5 business days.
2) Key performance indicators (KPIs) for cleanliness, response times, and schedule adherence, to be finalized during contract negotiations.
3) Corrective action plans submitted within 48 hours of deficiency notification. The City may conduct unannounced inspections. Failure to meet standards will result in deductions per the Deduction Table (Section II.3). Formal complaints will be documented and retained in the Contractor's file.

11. SAFETY PROTOCOLS

The Contractor shall comply with OSHA standards (29 CFR 1910.141, 1910.1200) and facility-specific safety protocols, including:

1) Training all personnel on safe handling, storage, and disposal of chemicals, with documentation provided upon request.
2) Providing personal protective equipment (PPE) for all tasks.
3) Maintaining a safety log and reporting incidents or injuries on City premises to the City Project Manager within 24 hours.
4) Comply with any additional safety protocols specific to City facilities, such as those for public safety centers or recreational facilities.

12. COMMUNICATION AND REPORTING

The Contractor shall designate a primary point of contact for the City, responsible for coordinating services and addressing issues. The Contractor shall provide:

1) Weekly schedules of cleaning activities for each facility during contract onboarding and updated at least one week in advance of any deviations.
2) Quarterly reports summarizing services performed, issues encountered, and resolutions, submitted within 5 business days of the quarter-end.
3) Immediate notification of service disruptions (e.g., staffing shortages, equipment failures) with mitigation plans.
4) All communications are to be directed to the City Project Manager.

13. COMPLIANCE WITH CITY POLICIES

The Contractor and personnel shall comply with all City policies, including but not limited to security protocols, access restrictions, and conduct guidelines. The Contractor shall ensure that all personnel are trained on these policies prior to commencing work. Unauthorized access to restricted areas or failure to comply with City policies may result in termination of the contract.

14. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services without prior written approval from the City. Any approved subcontractor must meet the same qualifications, licensing, insurance, and background check requirements as the primary contractor. The primary contractor remains fully responsible for the performance of all subcontractors and shall ensure compliance with all terms of the contract.

SECTION III SCOPE OF SERVICES

1. SUMMARY

The City of Titusville is a mid-size municipality wishing to engage a Contractor to provide citywide Janitorial Services as described in these Specification. The work consists of furnishing all labor, machines, equipment, tools, consumables, materials, and supervision necessary to perform and maintain the facilities in a neat, clean and orderly condition. All labor and materials supplied by the Contractor must comply with all Local, State, Federal and OSHA standards and meet stated requirements listed within this solicitation. The City has additionally listed eco-friendly preferences.

The resulting contract will be performance based. The Contractor is required to provide all services and supplies of sufficient quantity to achieve the quality performance standards prescribed in the specifications herein at the prices offered in the response to this Request for Proposal (RFP) and agreed upon in the final contract. Specific tasks and the frequency of their performance are set forth below. These frequencies are proposed as the minimum requirements to achieve the performance desired. In preparing its response to this RFP, the Contractor is required to use its professional experience and best judgment to determine the actual quantities of labor and materials required to meet the performance specifications. Contractor is requested to propose staffing and area breakdown based on the frequency of the tasks listed in order to keep the facilities neat and clean in accordance with the performance standards stated herein, as part of their Staffing Plan.

Location	S.F.	Address
City Hall	20,435	555 S. Washington Ave, Titusville, FL 32796
Records Building	1,691	425 S. Washington Ave, Titusville, FL 32796
City Annex	1,987	455 S. Washington Ave, Titusville FL 32796
Fire HQ	15,500	550 S. Washington Ave, Titusville, FL 32796
Welcome Center	1,973	405 S. Hopkins Ave, Titusville, FL 32796
Harry T. Moore Social Service Center	5,715	725 DeLeon Ave, Titusville, FL 32780
Harry T. Moore Social Service Center: Kitchen (**HTMSSC***)*	996	725 DeLeon Ave, Titusville, FL 32780
Mourning Dove Water Plant	7,270	2836 Garden St, Titusville, FL 32796
Electronic Building @ Mourning Dove	900	2836 Garden St, Titusville, FL 32796
Public Works Admin	4,067	2910 Garden St, Titusville, FL 32796
Garage Complex: Fleet Mgmt., Solid Waste, Streets Maintenance, & Stormwater	1,934	101 N. Singleton Ave, Titusville, FL 32796

Public Works Chamber of Commerce	4,864	2000 S. Washington Ave, Titusville, FL 32780
Osprey WTP	1,500	1105 Buffalo Rd, Titusville, FL 32796
Titusville Police Department	44,000	1100 John Glenn Blvd, Titusville FL 32780
Public Works FAC Sission Road	1,350	4660 Sisson Rd, Titusville, FL 32780
Blue Heron WTP	5,500	4800 Deep Marsh Rd, Titusville, FL 32780
Field Operations	4,518	1135 Knox McRae Drive Titusville, FL 32780

2. DESCRIPTION OF SERVICES

The contractor shall provide the following generalized cleaning Scope of Work for Janitorial Services in accordance with the schedule indicated. The HTMSSC location includes the Kitchen cleaning specifications. The City is requesting the Proposer to provide in their proposal a staffing plan that explains the approach to providing coverage and complete performance of this scope of service.

2.1 TASK LIST AND FREQUENCIES

Daily

1) General Building duties to include all areas.
   a) Empty all trash receptacles inside and outside the facilities
   b) Sweep hard floor surfaces
   c) Clean & dust all horizontal & all vertical surfaces up to six (6) feet in height, & disinfect all surface touch points
   d) Clean & disinfect drinking fountains and/or water cooler units

2) Tasks in addition to the above by area:
   a) Breakrooms & Restrooms
      i. Clean and disinfect toilets, sinks, floors, all other fixtures, all horizontal surfaces including counters and tables, & all vertical surfaces up to six (6) feet in height
      ii. Replenish all consumables and verify all dispensers are properly functioning. Replace batteries when needed
      iii. Empty feminine hygiene receptacles

   b) HTMSSC Kitchen & Multipurpose Room
      i. Clean & disinfect all appliance surface touch points including Ice Machine
      ii. Clean floor mats

Weekly

1) General Building duties include all areas.
   a) Coordinate & vacuum all office and conference rooms
   b) Mop floors and remove baseboard stains with appropriate method
   c) Clean & disinfect all horizontal & all vertical complete surfaces

Monthly

1) General Building duties include all areas.
   a) Clean windows, six (6) feet and under on the inside
   b) Clean & dust windowsills and treatments
   c) Clean and dust all HVAC vents and areas above six (6) feet as needed
   d) Clean and disinfect trash receptacles

2) Tasks in addition to the above by area:
   a) HTMSSC Kitchen & Multipurpose Room

i. Clean, rinse, sanitize, and allow air to dry all surfaces with a professional grade sanitizer approved by Florida Health Department and/or FDA for food area. Including but not limited to walk-in cooler, prep tables, counter tops, etc.
ii. Degreasing all cooking surfaces with professional grade degreaser approved by Florida Health Department and/or FDA for cooking area. Follow all manufacture's instruction for appliances.
iii. Clean and disinfect floor drains.

3) As needed services requested through Contract Project Manager:

a) Carpet cleaning
b) Steam cleaning of the restrooms and kitchen area

2.2 DISINFECTING/SANITIZING

The preferred disinfecting method is Electrostatic Spraying, however if standard cleaning is used, one should ensure all cloths are sterile and changed often as to not cross contaminate surfaces.

Materials and chemicals used to clean the Kitchen area must all be food safe for their purposes and be approved by the State and Federal regulating authorities. The contractor's staff shall prevent cross contamination between areas of the building when cleaning by changing gloves and/or cloths and sanitation of mops when moving from area to area of the building. Example: when completing the restroom area and moving to the lobby area. All equipment and tools used during the shift shall be disinfected prior to storing them at the end of shift.

3. HOURS OF WORK

Daily start time for Contractor personnel shall be at 8:00 a.m. Monday through Friday, unless otherwise arranged. Weekend hours may be scheduled with prior arrangements with the City Project Manager. Contractor personnel shall not start work earlier without approval of City Project Manager. In the event of meetings being conducted in a contracted facility, Contractor will be responsible for proper cleaning of the affected area provided that the meeting(s) ends before shift end. In areas where meetings end after custodian shift time, the Contractor shall clean the following workday.

To facilitate the administration of this agreement and inspection, all work shall be performed during the day unless specified by the City Project Manager. Any work scheduled on weekends will be scheduled in advance to preclude conflicts with scheduled events. Work will **not** be done on City observed holidays unless prior arrangements are made with the City Project Manager.

4. CITY RESPONSIBILITY

4.1 CONTRACT MANAGEMENT:

1) The City shall designate a Project Manager to coordinate work and responses of janitorial service details. City Project Manager and/or designated staff shall inspect services and will provide follow-up communication to any deficiencies and/or service call requests to ensure acceptable quality standards are maintained.
2) Each City Building will have a point of contact designated as an Onsite contact for the Contract Project Manager. The Onsite contact will be responsible for performing Quality Inspections at a minimum once a quarter and providing feedback to the Contract Project Manager detailing if any corrective actions are needed and any suggested solutions. All corrective actions shall follow the terms of the master contract regarding agreed upon response time.

4.2 OVERSIGHT

1) If the City Representative finds that repairs or changes are required to any building, its contents or its appurtenances, which, in the opinion of the City Representative are rendered necessary as the result of Contractor's actions or lack of action, the Contractor shall provide remedy for such damage to the Project Manager within twenty-four (24) hours of being notified. Contractor shall ensure such repairs are satisfactory to the City Project Manager and guarantee such restored work to the same extent as it was guaranteed in prior condition or greater.

5. PROPOSER'S RESPONSIBILITY

5.1 TRAINING - Training is crucial for maintaining high standards of cleanliness. It is the Contractors responsibility to train their staff on the processes used to perform the scope of work and provide them with a detailed check list of duties and expectations that the Contractor and City has agreed upon. It is the City Project Manager or designee responsibility to be only a resource for the Contractor's staff. Contractors are responsible for keeping their staff up to date with the latest cleaning and disinfection methods.

5.2 RECYCLING - Contractor shall ensure all employees avoid co-mingling Trash and Recycling - which occurs when the employee disposes of trash in recycling dumpster, recyclables disposed of in trash dumpster, or mixing trash and recycling. This includes the disposal of plastic bag liners in recycling dumpsters for paper (i.e. trashcan liners with shredded paper).

5.3 CLEAN UP - All supplies, equipment, and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes containing residue of wax or other combustible material subject to spontaneous ignition, shall be appropriately removed from the buildings. All dirt and debris resulting from the work performed in the building(s) covered under this Agreement shall be disposed of in an appropriate manner at the end of each day.

5.4 SECURITY - The Contractor is responsible for their employee's compliance to City Security Protocols and shall keep records, as identified below, for each employee performing contracted work, by facility/area:

1) Employee name.
2) Employee work classification(s)
3) Daily hours worked.
4) Social security number or equivalent

The Contractor shall provide to the City Administration or designee the above information within twenty-four (24) hours of an official request submitted by the City.

6. WORK INSPECTION & CLEANING QUALITY AND PERFORMANCE STANDARDS

Failure to perform to the specifications of this scope of work will be considered as evidence the Contractor's workforce is too small, or supervision is inadequate. Such failure will result in deductions from invoiced payments as determined and outlined int the ***Deduction Table*** listed in this document. Immediate corrective measures shall be implemented, upon notice, by the City Project Manager.

Service performed under this agreement will be subject to inspection and approval by the City Project Manager or designee frequencies and locations chosen by City. The completed Inspection documentation will be provided to the Contractor monthly as feedback for corrective action.

Contractor shall, always, provide adequate supervision of personnel to ensure complete and satisfactory performance of all work in accordance with the specifications in the scope of work.

The City Project Manager has authority to point out to Contractor and/or Supervisor incomplete or

defective work but does not have the authority to alter the terms or conditions of the agreement without written authority from Purchasing & Contracting office and agreed to in writing by Contractor.

Note: DUE TO SECURITY NO EXTERIOR DOORS WILL BE PROPPED OPEN.

7. LOCKED DOORS

Any door found locked for which the Contractor does not have a working key or access badge for should be reported to the City Project Manager the next day. If given access, Contractor personnel will ensure all doors found locked are locked when they complete assigned cleaning.

8. DEFINITIONS

8.1 Addenda: A written or graphic instrument issued by City prior to the execution of the Agreement which modifies or interprets the Request for Qualifications by additions, deletions, clarifications, corrections or other type of modifications. Addenda will become part of the Contract Documents when the Agreement is executed.

8.2 Agreement: A legal document, executed by City and Successful Respondent, which supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement, as amended from time to time, forms the Contract between City and the Successful Respondent setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.

8.3 Contract Documents: Request for Proposal, including Addenda to such, the Agreement, Terms and Conditions, Special Terms and Conditions, Respondent's Response, Scope of Services, Certificate(s) of Insurance, Notice to Proceed, Notice of Award, Drawings and Specifications, Affidavit/Signature Page, References, and any other documents mailed or otherwise transmitted to Respondent prior to or after the submittal of their Response (including documentation mailed or otherwise transmitted by Respondent prior to or after the Notice of Award), negotiation agreements and documentation, and any Amendments to the Agreement, as may be issued from time to time, which are all to be treated as one in the form of the Contract Documents.

8.4 City: City of Titusville, Florida, a municipal corporation of the State of Florida, its officers, agents, employees and volunteers.

8.5 Governmental Entity: A political subdivision or agency of this state or of any state of the United States, including, but not limited to, state government, county, municipality, school district, nonprofit public university or college, single purpose or multipurpose special district, single-purpose special or multipurpose authority, metropolitan or consolidated government, separate legal entity or administrative entity, or any agency of the Federal Government.

8.6 Daily - Once every 24 hours on a cycle Monday - Friday

8.7 Weekly - Once every 7 days on a cycle schedule.

8.8 Monthly – Once every 30 days on a cycle schedule.

CITYWIDE JANITORIAL SERVICES
PROPOSAL #SV-25-P-031/TB

SECTION IV EVALUATION AND SELECTION PROCESS

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

An Evaluation Committee qualified members will evaluate, score and rank all responsive proposals based on the submitted information, references, and evaluation criteria. The City may "short-list" to the top three (3) (at minimum) firms for final consideration. Shortlisted firms may be invited for oral

presentations and Q&A to clarify their understanding of the scope and ability to meet the City's needs. The Committee will compile individual scores into a collective ranking, with the highest-rated proposal listed first. The Committee may then choose to make a recommendation to the City Council to award the firm(s) best qualified to provide the required services.

COMPLIANCE INFORMATION

This is a compliance section and carries no evaluation points. Proposers must meet minimum criteria as specified to receive further consideration. Proposals shall include the following:

a. The Proposer must be properly registered to do business in Florida. Provide a copy of certification from Florida Department of State, Division of Corporations.
b. State if Company is a corporation, joint venture or partnership.
c. The Proposer must be properly registered, licensed, and certified at the time of submission.
d. The Proposer must have been in continuous janitorial services business for a minimum of three (3) consecutive years.

The following weighted criteria will be used for evaluating Proposals for the City of Titusville and will be based on certain objective and subjective considerations as listed below:

EVALUATION CRITERIA

1. Qualifications, References (25 Points)

a. Qualifications and technical expertise of the assigned Personnel
b. References regarding services, invoicing, responsiveness, and overall management of account services
c. License and Certifications provided

2. Relevant Experience (15 points)

a. At least three (3) engagements of similar scope of work with other similar sized commercial or governmental agencies within the past three (3) years
b. Documented and demonstrated experience in quality oversight, staff management and handling of required work volume

3. Approach, Planning, and Staffing Plan (35 Points)

a. Understanding of the scope and nature of the services
b. Clear, efficient staffing and coverage plan
c. Continuity of services plan for staff absences
d. Transition for services (within four (4) weeks)
e. Efforts to meet or exceed the eco-friendly requirements

4. Safety, Training, and Quality Controls (10 Points)

a. Proposed safety plan
b. Staff training methods
c. Performance metrics to ensure Quality Control

5. Monthly Fees for Service (15 Points)

a. Overall best value - price proposal for the project as described within the RFP Scope of Work herein

TOTAL SCORE (100 possible points)

Award of this contract will be based on the selection criteria stated above.

SECTION V PROPOSAL REQUIREMENTS

PROPOSAL FORMAT

Interested proposers who would like to be considered for this project should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform all of the professional services necessary to provide these services in an effective and timely manner. The Proposer's Proposal

shall include:

Title Page

Provide the RFQ # and title, the Firm's name; the name, address, telephone number and email of the contact person; and the date of the proposal.

Letter of Transmittal

A transmittal letter must be provided briefly stating the Proposer's understanding of the services to be provided within the required time period, a statement why the Proposer believes they are the best qualified to perform the services and a statement that the Qualifications Statement submitted is a contractual obligation and irrevocable offer until such time as City awards a contract as a result of this RFP.

The transmittal letter must be signed by a duly authorized officer(s) of Proposer 's Company, as registered with the Florida Secretary of State through the Division of Corporations website at: www.sunbiz.org. Proposer must provide a copy of Company's Sunbiz document following the transmittal letter in order to verify the duly authorized officers. If such an officer is not listed in Sunbiz for Proposer, Proposer must provide a legal document, such as a Certificate of Resolution, stating that the officer is authorized to execute all documents on behalf of the Proposer.

Tab 1. Table of Contents:

The table of contents should outline in sequential order the major areas of the proposal.

Tab 2. Organization & Key Personnel:

Describe the business organization; identify who will serve as major participants and their respective roles.

A. **Organization:**

a) State the full name, address and telephone number of the proposing firm/organization(s) and include:
   1) Number of years your firm/company has been in business. Provide documentation or a statement verifying at least three (3) consecutive years in the janitorial services business.
   2) Number of Employees
   3) Location of Corporate Headquarters
   4) Federal I.D. number
   5) SAM.gov (if applicable)
   6) Professional License Number

b) Provide a copy of the Business License that proves Proposer is an active, established business/individual authorized to conduct business in the State of Florida.

c) Indicate whether those people who will participate in performing services for Proposer will operate as a sole proprietorship, individual, partnership or corporation, and the state of its incorporation or license to operate.

d) As applicable, provide the name of the branch office or other subordinate element that will perform or assist in performing the services described herein.

e) Is your company currently involved in arbitration or litigation for any reason? If so, please elaborate.

f) Has your company, or any of your proposed sub-contractors, ever filed for reorganization or bankruptcy? If so, please provide dates and resolutions.

B. **Assigned Key Personnel:**

Provide the following information for Key Personnel.

a) List the number of professional staff who will be assigned to the account and their duties.
b) Submit a detailed organizational chart depicting your management structure, including all staff that provides day-to-day on-site services (one (1) page, 11"x17" maximum).
c) Submit one-page resumes for account managers and supervisors detailing their qualifications and relevant experience.
d) Summarize/list applicable qualifications, licenses, training and/or certifications of assigned Key Personnel.
e) Describe the process for ensuring all personnel undergo national background checks (including Florida Level 2 screening and CJIS compliance for the Police Department) before starting work.

Tab 3. <u>Qualifications and Experience:</u>

A. Provide a narrative/description of Proposers' successful completion of previous Contracts involving Scope of Work/Service comparable in scope and complexity. List the Contracts (including the Client/Customer) which best illustrate the experience of the Proposer and current staff which are assigned. Include a brief narrative summarizing performance in servicing, invoicing, responsiveness, and account management for these contracts. List a minimum of three (3) but maximum five (5) Contract references within the last three (3) years. Include the following for each contract:
   a) Name and location of the Contract/project.
   b) List the contact's name, position, entity name, email address and telephone number. Ensure contacts are prepared to discuss services, invoicing, responsiveness, and account management.
   c) Contract start and end dates.
   d) Annual Dollar value of Contract.
   e) Work for which Proposer was responsible.
   f) Present status of the Contract/project.

Note: *A contact person shall be someone who has personal knowledge of the Consultant'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 people who will be unable to answer specific questions regarding the requirements*.

Tab 4. <u>Approach, Planning, Safety and Quality Control</u>

A. Provide narrative of approach that shows analysis and understanding of the scope of work.
   a) Describe anticipated steps, products, staffing number, man-hours, and equipment to be utilized to fulfill duties (daily, weekly, monthly, etc.).
   b) Equipment List: Provide listing of all equipment which includes brand, model #, year of purchase, and quantities. The proposal shall indicate if equipment is: owned, leased, or rental.
   c) Supplier and Products: Provide a listing of all suppliers with locations where proposer shall obtain chemicals and products to maintain contract.
   d) Provide a listing of anticipated chemicals and paper products (including brand and sku #) to be utilized at designated City facilities. Include the SDS sheet for all chemicals.
   e) Describe how the proposer will meet or exceed the RFP's eco-friendly requirements (e.g., sustainable products, waste reduction). The plan must address specific standards or requirements outlined in the RFP's Scope of Work (e.g., use of green-certified products, waste reduction strategies). Include a recycling and

waste management plan to prevent co-mingling of trash and recyclables (e.g., handling designated recycling bins at City Hall).

B. Describe performance metrics to assess staff performance and method for reporting and addressing improvements. Include training frequency, content, and delivery methods. Include a plan for meeting response times for deficiencies (e.g., two (2) hours for major problems, next-day correction for minor problems).
C. Explain communications methods and efforts between your team and the City's team.
D. Provide an implementation timeline for launching and maintaining high quality services.
E. Provide a copy of your Company's Safety and Quality Control plan addressing janitorial-specific risks (e.g., chemical handling, equipment safety).
F. Provide a detailed transition/on-boarding plan including a timeline with key milestones (to take no more than four (4) weeks).
G. Provide a staffing plan indicating the number and positions assigned to specific facilities, minimum required man-hours for daily tasks, and a continuity plan for staff absences. The continuity plan must include contingency measures (e.g., backup staff, cross-training). Include each employee's name, work classification, hours worked per day, and facility assignment(s). Describe how scheduling will accommodate City holidays and obtain approval for weekend work, and how personnel assigned to the Police Department will comply with security requirements (e.g., providing personnel lists with social security numbers for background screenings, CJIS training).

Tab 5. <u>Monthly Fee for Services</u>

Complete the provided Price Sheet (Attachment A) in the locked Excel file, entering pricing and contract information in designated cells. Save a copy on a USB drive and include one signed, printed copy with the hardcopy submission. Include a brief narrative explaining how the pricing reflects value (e.g., efficiencies, quality measures). Failure to complete the price sheet or follow submission instructions may result in a non-responsive designation. Price sheets cannot be altered after the due date.

Tab 6. <u>Required Proposal Forms</u>:

1. Signed/Notarized Invitation to Proposal Cover Page
2. Price Proposal Excel file fully completed and signed (Atta
3. One Electronic Copy on USB drive
4. Public Entity Crime Sworn Statement
5. Drug Free Workplace Certification
6. Consultant Affidavit Regarding Scrutinized Company List
7. E-Verify Affidavit E-Verify
8. Form of Non-Collusion Affidavit
9. Certification Regarding Lobbying
10. Certification Regarding Debarment Suspension, Ineligibility & Voluntary Exclusion
11. Proposal as directed in tabular format

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, an 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 proposals 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.

3. **Proposer's Signature:** If the Proposal 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 Proposal as principal. If the Proposal 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 Proposal is made by a corporation, the Proposal must be signed by some authorized officer or agent, subscribing the name of the corporation with his own name and affixing the corporate seal. Such office or agent must also state the name of the State under which the corporation is chartered, the names and business address of the President, Secretary and Treasurer, as well as the registry with the Secretary of State of the State of Florida of such corporation for doing business in the State of Florida.
   If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing & Contracting Division at (321) 567-3698, 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.

5. Unless otherwise noted in the Proposal document, Contractors shall submit <u>one Proposal only</u>.

6. **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.

7. **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.

8. **Questions Regarding Specifications or Proposal Process:**
To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, division, 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.

9. **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 proposal opening unless stipulated otherwise in the Proposal documents (including all issued addenda).

10. **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.

11. **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.

12. **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.

13. **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.

14. **Awards:** The City will negotiate the terms of the final agreement with the Proposer(s) determined to have submitted the best proposal(s) under the selection criteria outlined the solicitation. If negotiations fail, the City may negotiate with other Proposer's for award of the agreement or terminate this solicitation without liability to any person. Final award will be made based solely on proposal(s), which, in the City's opinion, is 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 Proposers' 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. **Safety Warranty**: The selling dealer, distributor, Contractor, and manufacturer shall be responsible for having compiled with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

21. **Warranty:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Proposal shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of this Proposal.

22. **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 to City user agency. 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.

23. **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.

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

25. **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.
    - Continued failure to deliver products, services, work in accordance with the terms and conditions of the engagement documents.
    - Disregard for the prudent use of taxpayer's funds.
    - Causing the City to litigate.
    - Shoddy workmanship.
    - Deliberate attempts to deceive the City.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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 contract.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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.

41. **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.

42. 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.

43. Local Preference: (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 hundreds (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.

44. 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 Proposer may by their actions cause their Proposer's submission to be rejected/disqualified.

45. 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.

44. E-Verify: As a condition precedent to entering into an agreement as a result of this proposal, 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.

1. 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.
2. 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.
3. 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.
4. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. 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.
5. 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.

45. **Contingent Fees:** The Successful Proposer(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.

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.

47. **Purchasing Contracts With Other Government Entities:** The City permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).
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48. **Force Majeure**: Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God, fire, theft, war, riot, embargoes or acts of civil or military authorities. If delivery is to be delayed by such contingencies, Contractor shall immediately notify City in writing and City may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Purchase Order at no cost to City.

CITYWIDE JANITORIAL SERVICES
REQUEST FOR PROPOSAL #SV 25-P-031TB
ATTACHMENT A - PRICE SHEET

Please provide the proposed fee to be charged in connection with the services described in the Invitation for Bid. Fee proposed must include all charges relating to the services required under the contract and all out-of-pocket expenses, such as telephone, postage and shipping, printing and/or copy costs, and travel, if any. **The City will not pay any additional expenses or trip charges. This price sheet should be completed, signed, and returned with RFP response.**

SECTION 1 - Routine Service Calls & Maintenace

ITEM	Location	S.F.	Address	Monthly Price
1	City Hall	20,435	555 S. Washington Ave, Titusville, FL 32796	
2	Records Building	1,691	425 S. Washington Ave, Titusville, FL 32796	
3	City Annex	1,987	455 S. Washington Ave, Titusville FL 32796	
4	Fire HQ	15,500	550 S. Washington Ave, Titusville, FL 32796	
5	Welcome Center	1,973	405 S. Hopkins Ave, Titusville, FL 32796	
6	Harry T. Moore Social Service Center	5,715	725 DeLeon Ave, Titusville, FL 32780	
7	Harry T. Moore Social Service Center: Kitchen	996	725 DeLeon Ave, Titusville, FL 32780	
8	Mourning Dove Water Plant	7,270	2836 Garden St, Titusville, FL 32796	
9	Electronic Building @ Mourning Dove	900	2836 Garden St, Titusville, FL 32796	
10	Public Works Admin	4,067	2910 Garden St, Titusville, FL 32796	
11	Garage Complex:Fleet Mgmt., Solid Waste, Streets Maintenance, & Stormwater	1,934	101 N. Singleton Ave, Titusville, FL 32796	
12	Public Works Chamber of Commerce	4,864	2000 S. Washington Ave, Titusville, FL 32780	
13	Opsrey WTP	1,500	1105 Buffalo Rd, Titusville, FL 32796	
14	Titusville Police Department	44,000	1100 John Glenn Blvd, Titusville FL 32780	
15	Public Works FAC Sission Road	1,350	4660 Sisson Rd, Titusville, FL 32780	
16	Blue Heron WTP	5,500	4800 Deep Marsh Rd, Titusville, FL 32780	
17	Field Operations	4,518	1135 Knox McRae Drive Titusville, FL 32780	
			GRAND TOTAL BID AMOUNT ►►	$ -

PURCHASING CARD & ACH PAYMENTS

1. Does your company accept Visa (Purchasing Card) Payment Method? ☐ Yes ☐ No
   a. If yes, is there a surcharge? _____

2. Does your company accept ACH payment method? ☐ Yes ☐ No
   a. If yes, please provide Contact Info below:

Name: _____

Email: _____

PROMPT PAYMENT DISCOUNT

The City of Titusville shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for
** If Prompt Payment Discount is offered, please state discount and terms:*

BIDDER INFORMATION

As witnessed by my signature below, I have carefully examined the Invitation for Bid, Instructions to Bidders, General and Special Conditions, Contractor's Notes, Scope of

COMPANY NAME :	PHONE #	
	FAX #	
COMPANT ADDRESS:	FEIN #	
	UEI #	

AUTHORIZED SIGNATURE: DATE:

PRINTED SIGNATURE:

TITLE:

E-MAIL:	
WEBSITE:	
OFFICIAL ADDRESS, PHONE & FAX NUMBER (If different from above).	
ADDRESS:	
PHONE NUMBER:	FAX NUMBER:

Addendum Acknowledgment

By signing each line below, Bidder acknowledges that the corresponding addenda have been received and are included in this solicitation packet:

☐ Addendum 1 _____ Dated _____

☐ Addendum 2_____ Dated _____

☐ Addendum 3_____ Dated _____

☐ Addendum 4_____ Dated _____

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 Israelicontrolled 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 _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____,_____ , by _____.
(day) (month) (year) (name of person acknowledging)

_____
Notary Public Signature

(Affix Notary Stamp or Seal) _____

Print, Type or Stamp Name of Notary

My commission expires: _____

DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, 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. 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 firm 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 _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____

Notary Public Signature

(Affix Notary Stamp or Seal)

_____

Print, Type or Stamp Name of Notary

My commission expires:_____

PUBLIC ENTITY CRIMES

Any person submitting a bid, proposal 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 proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or proposal 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, proposal 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, PROPOSAL OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, PROPOSAL 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 _____. Contract 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, proposal, 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 _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization,

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

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

_____
Print, Type or Stamp Name of Notary
My commission expires: _____

City of Titusville
E-Verify Affidavit

Obligation for State Funded Contracts:
Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http:// www.uscis.govle-verify) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

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

Federal Employer Identification Number (FEIN): _____

_____ _____ _____
Printed Name of Affiant | Printed Title of Affiant | Signature of Affiant

_____ _____
Name of Firm | Date

_____ _____ _____
Address of Firm | State | Zip Code

Notary Public Information

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization,

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

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

_____
Print, Type or Stamp Name of Notary

My commission expires: _____

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of _____ (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of_____, a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity)
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: _____
Authorized Signature: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

_____
Print, Type or Stamp Name of Notary
My commission expires:_____

FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF_____
COUNTY OF _____

I state that I _____ of _____,
(Name and Title) (Name of Firm) am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.

2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.

4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Notary Public Information

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization,

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

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

_____
Print, Type or Stamp Name of Notary

My commission expires: _____

CERTIFICATION OF PROPOSER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective Consultant, or any of their proposed subconsultants, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY PROPOSER

NAME AND ADDRESS OF PROPOSER (Include ZIP Code)

_____

_____

4. Proposer has participated in a previous contract or subconsultant subject to the Equal Opportunity Clause.
_____ Yes _____No

5. Compliance reports were required to be completed in connection with such contract or subcontract.

_____Yes _____ No

6. Proposer has filled all compliance reports due under applicable instructions.

_____Yes _____ No

7. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? _____Yes _____No

_____

NAME AND TITLE OF SIGNER (Please type)

_____

SIGNATURE DATE

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the contractor is required to verify that none of the contractor's principles (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

2. The contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the City of Titusville. If it is later determined that the contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City of Titusville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Authorized Signature	Address
Printed Name & Title	City, State, Zip Code
Company	Date

STATE OF _____)
COUNTY OF_____)
CITY OF_____)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that_____

as Principal, and_____as Surety,

are held and firmly bound unto the City of Titusville, in the penal sum of _____

_____(Dollars) ($_____), lawful

money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid dated_____ , for:

_____

_____

NOW THEREFORE,

(a) The principal shall not withdraw said bid within ninety (90) days after date of opening the same, and shall within twenty (20) days after the prescribed forms are presented to him for signature, enter into a written contract with the City, in accordance with the proposal as accepted, and give bond with good and sufficient surety or sureties, as required, for the faithful performance and proper fulfillment of such contract; and,

(b) In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give bond within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals, this _____ day of _____,_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:
If Sole Ownership or Partnership, one (1) Witness is required. If Corporation, Secretary only will attest & affix seal.)

PRINCIPAL:

_____
(Name of Firm)

Affix Seal

_____ _____
(Signature of Authorized Officer)

_____ _____
(Title)

_____
(Business Address)

_____
(City) (State (zip)

SURETY:

_____
(Corporate Surety)

Affix Seal

_____ _____
(Signature of Authorized Officer)
Surety Secretary

_____
(Title)

_____
(Business Address)

_____
(City) (State) (zip)

_____
(Name of Local Insurance Agency)

_____
(Address)

The rate of premium on this bond is _____ per thousand.

Total amount of premium charges _____.

(The above must be filled in by Corporate Surety.)

To be completed during Contracting ATTACHMENT D

Bond No:_____

PERFORMANCE & PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as
(company name, address, and phone number)
Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City of Titusville, hereinafter called Owner, in the amount of _____ (Dollars) ($_____) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated this _____ day of _____ , _____, entered into a contract with the Owner for: Contract #/ Contract Name _____ _____ a copy of which said Contract is incorporated herein by reference and is made part hereof as if fully copied here.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, in the time and manner prescribed in the contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Contractor shall indemnify the Owner against and from all costs, expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, agents or employees in the execution or performance of said Contract. If such Contractor(s) shall promptly make payments to all persons supplying him, them, or it, labor, material and supplies used directly or indirectly by said Contractor(s), Subcontractor(s) in the performance of the work provided for in said Contract as prescribed by Florida Statutes Sections 255.05 or 713.01/713.23, whichever is applicable to this contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect and the Principal and the Surety jointly and severally agree to pay the Owner any difference between the amount to which the said Principal would be entitled on the completion of the Contract, and that amount which the Owner may be obligated to pay for the completion of the Contract, and that amount which the Owner may be obligated to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or consequential, which the Owner may sustain due to such work, or due to the failure of the Contractor to properly execute and keep all the provisions of the Contract.

Contractor agrees to indemnify Owner and Owner's representatives, agents, and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said Contractor's operations relating to this Contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the work; or because of any act or omission by said Contractor or that of a Subcontractor, or anyone employed by them; or because of any claims or amounts or for whose acts Contractor or a Subcontractor may be liable; recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws. Should the Contractor not have adequate insurance coverage and the Purchasing & Contracting Administrator deem it necessary, the amount in questions may be retained from the amount due the Contractor under his Contract, or in case no money is due, his surety may be held until such suits, actions, injuries, or claims for damages shall have been settled and evidence to that effect furnished to the Purchasing & Contracting Administrator.

The condition of this obligation is such that said Principal & Surety further bind themselves, their heirs, successors, executors, administrators or assigns, jointly and severally, that if they fail to pay for any materials, provisions, or other supplies, for or about the performance of the work contracted to be done- or for any work or labor of any kind, or for amounts due, the surety on this bond will pay for the same, in an amount not exceeding the sum specified in this bond, and in case suit is brought upon this bond will also pay a reasonable attorney's fee, or agrees to pay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or material furnished for the work specified by said Contract.

To be completed during Contracting

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED THIS _____ day of _____, _____.

WITNESS:

Name_____

Address _____

_____

WITNESS:

_____
Name & Signature

Address_____
City/State/Zip_____

PRINCIPAL:

Name of Firm _____

_____
Signature of Authorized Officer

Title_____

Business Address _____
City/State/Zip _____

SURETY:

Name of Firm_____

_____
Signature of Authorized Officer

Title _____

Business Address
City/State/Zip

Name of Local Agent

_____
Contractor's Director of Finance

_____

APPROVED AS TO FORM:

_____
City Attorney

ADMINISTRATIVE REVIEW:

_____
Purchasing & Contracting Admin.

(If Applicable) APPROVED AS TO ORDINANCE/RESOLUTION NO: _____

END OF PERFORMANCE & PAYMENT BOND

ESTIMATES

Location	S.F.	Address	Employees Daily	Visitors Weekly	Total # of Restroom.	# of Toilets # of urinals	# of Showers	Shower Cleaning frequency	# of soap Dispensers	# of Paper Towel Dispensers	# of Toliet Paper Dispensers	Sqaure footage Estimate
City Hall	20,435	555 S. Washington Ave, Titusville, FL 32796	90	100	4	8 Toilets 2 Urinals			8	5	8	10,000
Records Building	1,691	425 S. Washington Ave, Titusville, FL 32796	5	N/A	1	1			1	1	1	0
City Annex	1,987	455 S. Washington Ave, Titusville FL 32796	8	N/A	2	2 Toilets			2	2	2	1,200
Fire HQ	15,500	550 S. Washington Ave, Titusville, FL 32796	20	10	6	6 Toilets			6	6	6	7,500
Welcome Center	1,973	405 S. Hopkins Ave, Titusville, FL 32796	4	25	2	8 Toilets 3 Urinals			7	7		0
Harry T. Moore Social Service Center Kitchen (HTMSSC)	5715 996	725 DeLeon Ave, Titusville, FL 32780	25 Kitchen 5	25 Kitchen: 50 (special events & Community dinners could be up to 150)	2	4 Toilets 1 Urinals			5	5	4	2,500
Mourning Dove Water Plant	7,270	2836 Garden St, Titusville, FL 32796	12	5	6	8 Toilets	2	Once a month	7	7	8	500
Electronic Building @ Mourning Dove	900	2836 Garden St, Titusville, FL 32796	5	N/A	1	1			2	2	1	0
Public Works Admin	4,067	2910 Garden St, Titusville, FL 32796	15	5	4	4 Toilets			6	6	4	3,500
Garage Complex: Fleet Mgmt., Solid Waste, Streets Maintenance, & Stormwater	1,934	101 N. Singleton Ave, Titusville, FL 32796	15	N/A	4	4 Toilets 2 Urinals			5	4	4	0
Public Works Chamber of Commerce	4,864	2000 S. Washington Ave, Titusville, FL 32780	10	5	3				3	3	3	3,500
Osprey WTP	1,500	1105 Buffalo Rd, Titusville, FL 32796	5	N/A	2	2 Toilets 1 Urinals	2	1x per week	4	4	2	0
Titusville Police Department	44,000	1100 John Glenn Blvd, Titusville FL 32780	140	50	5-operational (7-Total)	11-Toilets operational (13-Total) 5 - Urinals	7	6-Weekly 1-Monthly	10	10	11	16,500
Public Works FAC Sission Road	1,350	4660 Sisson Rd, Titusville, FL 32780	8	N/A	1	1			3	2	1	0
Blue Heron WTP	5,500	4800 Deep Marsh Rd, Titusville, FL 32780	12	N/A	2	2 Toilets 1 urinals	1	1x per week	8	6	2	250
Field Operations	4,518	1135 Knox McRae Drive Titusville, FL 32780	15	5	3	3 Toilets	3	1x per week	3	4	3	125

Note: N/A designates no and/or <5 visitors accessing building. All population counts and square footages are estimates only.

One manual roll paper towel on bar in garage area (stock only no dispenser)

	ADDENDUM #1 **RFP SV25-P-031TB** **Citywide Janitorial Services** **July 18, 2025**	*City of Titusville* *Purchasing & Contracting Division* *PO Box 2806 (555 South Washington Avenue)* *Titusville, FL 32781-2806 (32796-3584)*

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original solicitation package for the above-mentioned bid. Please acknowledge receipt of Addendum 1 in the form provided and submit it with the response package.

CLARIFICATION / ADDITION / CHANGE:

1. The City is adding Attachment D – Bond Forms. The Bid Bond shall be submitted with the proposal and the PPBond will be required at the time of award and contracting.

QUESTIONS:

Q1. Could you please confirm whether the bond needs to be submitted with the proposal, or only if we are awarded the contract?

A1. bid bond is required with the RFP and the Performance bond will be required upon award

The due date remains ***3:30 p.m. EST on Thursday August 7, 2025.*** All other terms and conditions of the RFP remain the same.

Tracy Bailey
Purchasing and Contracts

Att: Attachment D – Bond Forms

Cc: RFP Files

STATE OF _____)
COUNTY OF_____)
CITY OF_____)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that_____

as Principal, and_____as Surety,

are held and firmly bound unto the City of Titusville, in the penal sum of _____

_____(Dollars) ($_____), lawful

money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid dated_____ , for:

_____

_____

NOW THEREFORE,

(a) The principal shall not withdraw said bid within ninety (90) days after date of opening the same, and shall within twenty (20) days after the prescribed forms are presented to him for signature, enter into a written contract with the City, in accordance with the proposal as accepted, and give bond with good and sufficient surety or sureties, as required, for the faithful performance and proper fulfillment of such contract; and,

(b) In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give bond within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals, this _____ day of _____,_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:
If Sole Ownership or Partnership, one (1) Witness is required. If Corporation, Secretary only will attest & affix seal.)

PRINCIPAL:

_____
(Name of Firm)

Affix Seal

_____ _____
(Signature of Authorized Officer)

_____ _____
(Title)

_____
(Business Address)

_____
(City) (State (zip)

SURETY:

_____
(Corporate Surety)

Affix Seal

_____ _____
(Signature of Authorized Officer)
Surety Secretary

_____
(Title)

_____
(Business Address)

_____
(City) (State) (zip)

_____
(Name of Local Insurance Agency)

_____
(Address)

The rate of premium on this bond is _____ per thousand.

Total amount of premium charges _____.

(The above must be filled in by Corporate Surety.)

To be completed during Contracting ATTACHMENT D

Bond No:_____

PERFORMANCE & PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as
(company name, address, and phone number)
Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City of Titusville, hereinafter called Owner, in the amount of _____(Dollars) ($_____) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated this _____ day of _____ , _____, entered into a contract with the Owner for: Contract #/ Contract Name _____ _____ a copy of which said Contract is incorporated herein by reference and is made part hereof as if fully copied here.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, in the time and manner prescribed in the contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Contractor shall indemnify the Owner against and from all costs, expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, agents or employees in the execution or performance of said Contract. If such Contractor(s) shall promptly make payments to all persons supplying him, them, or it, labor, material and supplies used directly or indirectly by said Contractor(s), Subcontractor(s) in the performance of the work provided for in said Contract as prescribed by Florida Statutes Sections 255.05 or 713.01/713.23, whichever is applicable to this contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect and the Principal and the Surety jointly and severally agree to pay the Owner any difference between the amount to which the said Principal would be entitled on the completion of the Contract, and that amount which the Owner may be obligated to pay for the completion of the Contract, and that amount which the Owner may be obligated to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or consequential, which the Owner may sustain due to such work, or due to the failure of the Contractor to properly execute and keep all the provisions of the Contract.

Contractor agrees to indemnify Owner and Owner's representatives, agents, and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said Contractor's operations relating to this Contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the work; or because of any act or omission by said Contractor or that of a Subcontractor, or anyone employed by them; or because of any claims or amounts or for whose acts Contractor or a Subcontractor may be liable; recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws. Should the Contractor not have adequate insurance coverage and the Purchasing & Contracting Administrator deem it necessary, the amount in questions may be retained from the amount due the Contractor under his Contract, or in case no money is due, his surety may be held until such suits, actions, injuries, or claims for damages shall have been settled and evidence to that effect furnished to the Purchasing & Contracting Administrator.

The condition of this obligation is such that said Principal & Surety further bind themselves, their heirs, successors, executors, administrators or assigns, jointly and severally, that if they fail to pay for any materials, provisions, or other supplies, for or about the performance of the work contracted to be done- or for any work or labor of any kind, or for amounts due, the surety on this bond will pay for the same, in an amount not exceeding the sum specified in this bond, and in case suit is brought upon this bond will also pay a reasonable attorney's fee, or agrees to pay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or material furnished for the work specified by said Contract.

RSV 3/23

To be completed during Contracting

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED THIS _____ day of _____, _____.

WITNESS:

Name_____

Address _____

_____

WITNESS:

_____
Name & Signature

Address_____
City/State/Zip_____

PRINCIPAL:

Name of Firm _____

_____
Signature of Authorized Officer

Title_____

Business Address _____
City/State/Zip _____

SURETY:

Name of Firm_____

_____
Signature of Authorized Officer

Title _____

Business Address
City/State/Zip

Name of Local Agent

_____
Contractor's Director of Finance

_____

APPROVED AS TO FORM:

_____
City Attorney

ADMINISTRATIVE REVIEW:

_____
Purchasing & Contracting Admin.

(If Applicable) APPROVED AS TO ORDINANCE/RESOLUTION NO: _____

END OF PERFORMANCE & PAYMENT BOND

	ADDENDUM #2 **RFP SV25-P-031TB** **Citywide Janitorial Services** **July 23, 2025**	*City of Titusville* *Purchasing & Contracting Division* *PO Box 2806 (555 South Washington Avenue)* *Titusville, FL 32781-2806 (32796-3584)*

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original solicitation package for the above-mentioned bid. Please acknowledge receipt of all Addenda on the form provided and submit it with the response package.

ADDITION / CHANGE:

1. ***Delete*** - "Janitorial Services Bond" requirement
   Replace - with additional Insurance policy requirement: "***Crime Policy $250,000 per occurrence / $500,000 aggerate***"

QUESTIONS:

Q1. Who was the last contractor awarded the janitorial services contract, and what was the awarded amount?

A1. American Facility Services, Award was $167,401.32 in 2020. Please note that the requirements for the last RFP have been updated and are not the exact same. See Exhibit 1 - Contract record.

Q2. Can you confirm if all listed locations are to be serviced five days per week (Monday through Friday)?

A2. Yes.

Q3. Under section Bonds, the RFP states we must procure a Janitorial Services Bond "equal to $50,000 per employee" Can you clarify that it's $50,000 per employee or just one $50,000 that covers all employees servicing the contract?

A3. The City has updated the requirement as stated in the above "Addition/ Changes" section to delete the Janitorial Services Bond and replace it with additional Insurance policy requirement:" Crime Policy $250,000 per occurrence / $500,000 aggerate"

Q4. Cleaning is to be done during the daytime? Would the City consider Night cleaning due to safety concerns and to minimize interruptions to city staff and public?

A4. The City will not allow nighttime services except for as need services when coordinated with the City Project Manager.

Q5. How does local preference work with the evaluation criteria points system? I see the code of ordinances states a percentage of bid price. Am I to assume that a local vendor such as ourself would be evaluated on the price criteria with a certain percentage off our price for evaluation purposes?

A5. The City's Local Preference policy allowance will be calculated and applied to the proposed price for evaluation purposes. Points will be assigned based on this calculation. Note: The term "local business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in the particular business for which a bid is submitted, and which has maintained a permanent place of business with full-time employees within the Brevard County or the City of Titusville, Florida, and has maintained an occupational license for more than one (1) year prior to the date that a bid has been submitted to the city.

The due date remains ***3:30 p.m. EST on Thursday August 7, 2025.*** All other terms and conditions of the RFP remain the same.

Tracy Bailey
Purchasing and Contracts
Att: Exhibit 1 - *Contract record*
Cc: RFP Files

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

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original solicitation package for the above-mentioned bid. Please acknowledge receipt of all Addenda on the form provided and submit it with the response package.

ADDITION / CHANGE:

1. Pre-Proposal Conference has been changed to **Augst 4th, 2025 at 8:30 am – 4:45 pm (including a 30-minute lunch break).** This change is to allow for ample time to visit all sites. A schedule and MapQuest will be provided at the beginning of the Meeting in Council Chambers located at 555 S. Washington Ave. Titusville, FL 32796.

QUESTIONS:

Q1. Is the current contractor's scope of work the same as the current bid scope of work? If not, what has changed?

A1. The current contractor's scope of work differs from the bid scope of work. Please refer to Exhibit 1 of Addendum 2 for the updated scope of services. Proposers are encouraged to review both documents to identify all differences.

Q2. What is your budget?

A2.Current fiscal year budget is $176,000, but note the current bid includes an updated location list.

Q3. How many buildings are open to the public?

A3. All buildings are ultimately open to the Public; however some require scheduled visits and escorts therefore an estimated count for determining foot traffic is in chart-1 below:

CHART - 1 **ESTIMATED POPULATION COUNTS**

Location	S.F.	Address	Employees Daily	Visitors weekly
City Hall	20,435	555 S. Washington Ave Titusville, FL 32796	90	100
Records Building	1,691	425 S. Washington Ave Titusville, FL 32796	5	N/A
City Annex	1,987	455 S. Washington Ave Titusville FL 32796	8	N/A
Fire HQ	15,500	550 S. Washington Ave Titusville, FL 32796	20	10
Welcome Center	1,973	405 S. Hopkins Ave Titusville, FL 32796	4	25
Harry T. Moore Social Service Center	5,715	725 DeLeon Ave Titusville, FL 32780	25	25
Harry T. Moore Social Service Center: Kitchen (**HTMSSC**)	996	725 DeLeon Ave Titusville, FL 32780	5	50 (special events & Community dinners could be up to 150)
Mourning Dove Water Plant	7,270	2836 Garden St Titusville, FL 32796	12	5
Electronic Building @ Mourning Dove	900	2836 Garden St Titusville, FL 32796	5	N/A
Public Works Admin	4,067	2910 Garden St Titusville, FL 32796	15	5
Garage Complex: Fleet Mgmt., Solid Waste, Streets Maintenance, & Stormwater	1,934	101 N. Singleton Ave, Titusville, FL 32796	15	N/A

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

Public Works Chamber of Commerce	4,864	2000 S. Washington Ave Titusville, FL 32780	10	5
Osprey WTP	1,500	1105 Buffalo Rd Titusville, FL 32796	5	N/A
Titusville Police Department	44,000	1100 John Glenn Blvd Titusville FL 32780	140	50
Public Works FAC Sission Road	1,350	4660 Sisson Rd Titusville, FL 32780	8	N/A
Blue Heron WTP	5,500	4800 Deep Marsh Rd Titusville, FL 32780	12	N/A
Field Operations	4,518	1135 Knox McRae Dr. Titusville, FL 32780	15	5
Note: N/A designates no and/or <5 visitors accessing building. Counts are estimates only.				

Q4. Can you provide an estimate of usage/foot traffic of each building?
A4. See Chart 1 above

The due date has been **EXTENDED** to ***3:30 p.m. EST on Tuesday August 19, 2025.*** All other terms and conditions of the RFP remain the same.

Tracy Bailey
Purchasing and Contracts
Cc: RFP Files

	ADDENDUM #4 **RFP SV25-P-031TB** **Citywide Janitorial Services** **August 14, 2025**	*City of Titusville* *Purchasing & Contracting Division* *PO Box 2806 (555 South Washington Avenue)* *Titusville, FL 32781-2806 (32796-3584)*

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original solicitation package for the above-mentioned bid. Please acknowledge receipt of all Addenda on the form provided and submit it with the response package.

ADDITION / CHANGE:

1) Pre-Proposal Conference has been changed to **Augst 4th, 2025 at 8:30 am – 4:45 pm (including a 30-minute lunch break).** This change is to allow for ample time to visit all sites. A schedule and MapQuest will be provided at the beginning of the Meeting in Council Chambers located at 555 S. Washington Ave. Titusville, FL 32796.

QUESTIONS:

1) How many hours per day per location does the cleaning crew work? What is the current cleaning staff count?

A1) The staff scheduling plan is coordinated by the contractor. The City does not have influence on this as long as the services are satisfactorily provided.

2) Will we be doing any stripping and waxing? If so, how many coats of wax per strip? How many square feet of your floors? Would we be responsible for moving furniture?

A2) There is no stripping or waxing requirement in this RFP set scope of Work. If the services are needed from time to time a request for quote will be issued and the Project Manager will negotiate the as-needed service with the contractor.

3) How many square feet is carpet?

A3) Estimates provided within this addendum within Attachment E.

4) Will we need to price out the carpet cleaning and steam cleaning separately, or will that come as a separate work order?

A4) A request for quote will be issued and the Project Manager will negotiate the as-needed service with the contractor.

5) Do you have an approximate monthly or yearly consumption for items such as hand soap, toilet paper, and paper towels? While we can make a rough estimate based on the number of employees on-site and other factors you shared, any additional data you can provide would be appreciated.

A5) The current contractor provides the consumables and the City does not monitor. The estimated population and traffic is provided to assist in the calculation for the proposal. Additional data of dispenser counts is provided with this Addendum in Attachment E.

6) Could you share the current number of dispensers for toilet paper, hand towels, and soap? Since you mentioned the plan to replace them with sensor-operated models, having a clear and detailed overview would be extremely helpful.

A6) Number provided within this addendum within Attachment E.

7) We noticed several hand sanitizer dispensers throughout the facilities. Are these part of the scope? If so, could you provide the number of units and any specifications or preferences regarding the

sanitizer's composition?

A7) They are not part of the scope.

8) Do you know whether the current dispensers (soap, paper towels, toilet paper) are owned by the City, or are they leased through a vendor under a maintenance contract?

A8) They were provided by the contractor as part of the current contract proposal. They are not leased.

9) Would you prefer the cost estimates for consumables and equipment to be included in the overall service rate, or listed separately? If separate, would it be possible to update the Excel file with an additional column to allow us to quote those costs independently?

A9) The rates are to be proposed as requested as an overall monthly fee per location.

10) From my experience, when contracts like this are renegotiated, there can sometimes be agreements (or even requirements) to reassign employees from the outgoing company. Is that the case here?

A10) As this is not a requirement, the City would prefer the continuity of services provided by the awarded contractor being open to hiring the current staff should they desire to transition.

The due date has been **EXTENDED** to ***3:30 p.m. EST on Thursday August 21, 2025.*** All other terms and conditions of the RFP remain the same.

Tracy Bailey
Purchasing and Contracts
Cc: RFP Files

ATT: Attachment E – Site Data

SV25B021LS/CITYWIDE JANITORIAL SERVICES
SERVICE CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the City of Titusville, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and [Contractor], a Florida Limited Liability Corporation located at [address], hereinafter referred to as the ("Contractor"), sets forth that;

WHEREAS, pursuant to all City Purchasing & Contracting policies, statutory requirements, and any Federal laws applicable, the City has competitively bid and advertised the Work titled: "Citywide Janitorial Services: Request for Proposal # SV-25-P-31TB; and

WHEREAS, the City desires to engage a Contractor who has special and unique competence and experience in Janitorial Services; and

WHEREAS, the Contractor represents that it is duly licensed and it has such competence and expertise in providing these services; and

WHEREAS, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and

WHEREAS, the City Council on [Date], was presented the award of this contract and duly considered and approved the award effective [Date]; and

WHEREAS, the City and the Contractor desire to reduce to writing their understanding and agreements on such;

IT IS, THEREFORE, AGREED as follows:

1. SCOPE OF SERVICES. The Contractor will furnish all labor and materials, equipment, supervision, and transportation necessary to provide as needed goods and services as specified in the Request for Proposal Documents and Notice of Award for RFP #SV-25-P-031TB. The Contractor shall perform all work as described in the Contract Documents and all incidental work considered necessary to complete the Work entirely in a manner acceptable to the City.

Any discrepancies found or any errors or omission in the Contract Documents, shall be immediately reported to the City. The City shall promptly determine the validity and seriousness of the discrepancies and correct any such error or omission in writing or otherwise provide direction to the Contractor. Any work done by the Contractor after their discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

DRAFT

Any correction of errors or omissions in the Contract Documents may be made by the City when such correction is necessary for the proper fulfillment of their intention as construed by the City. Where said correction of errors or omissions, except as provided in the next paragraph below, adds to the amount of work to be done by the Contractor, compensation for said additional work shall be negotiated between the parties and must be issued as a written change order before any such additional work is performed or no additional compensation shall be made.

The fact that specific mention of any part of work is omitted in the Contract Documents, whether intentionally or otherwise, when the same are usually and customarily required to complete fully such work as is specified herein, will not entitle the Contractor to consideration in the matter of any claim for extra compensation, but the said work must be done the same as if called for by the Contract Documents. All work and material usual and necessary to make the Work complete in all its parts, whether or not they are indicated or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by the same. The Contractor will not be allowed to take advantage of any errors or omissions in the Specifications. The City will provide full information when errors or omission are discovered.

2. TERM OF AGREEMENT. The term of this Agreement shall be for one (1) year from the effective date of [DATE], renewable for up to four (4) additional years in twelve (12) month increments upon mutual written consent of both parties and successful rate negotiation at the time of renewal prior to expiration of term and in accordance with the Agreement Documents.

3. AGREEMENT DOCUMENTS. The Agreement Documents (also called Contract Documents) consist of this Agreement, the Bid Document Package for Invitation to RFP #SV-25-P-031TB, including Addenda if any, attached hereto as Exhibit 1, Contractor's RFP submittal dated [DATE], attached hereto as Exhibit 2, and written modifications issued after execution of this Agreement, if any.

A. Intent. The Scope of Work is an integrated part of the Contract Documents and as such will not stand alone if used independently. These documents establish minimum standards of quality for this Work. The intent of the Agreement Documents is to set forth requirements of performance. It is also intended to include all labor and materials, equipment, tools and transportation necessary for the proper execution of the Service Work, to require new material and equipment unless otherwise indicated, and to require complete performance of the Service Work in spite of omission of specific reference to any minor component part and

to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Agreement Documents and reasonably inferable from them as being necessary to produce the intended results. Reference to Work shall mean Service Work and shall bear the same meaning.

B. Entire and Sole Agreement. Except as specifically stated herein, the Agreement Documents constitute the entire agreement between the parties and supersede all other agreements, representations, warranties, statements, promises, and understandings not specifically set forth in the Agreement Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Agreement Documents.

C. Amendments. The parties may modify this Agreement at any time by written agreement. Neither the Agreement Documents nor any term thereof may be changed, waived, discharged or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

4. ENGAGEMENT OF CONTRACTOR. The City hereby engages the Contractor and the Contractor hereby agrees to provide Janitorial services as needed and set forth in the Agreement Documents.

5. PROJECT MANAGER. The City's designated Project Manager shall be the Facilities Manager or designee. Any and all technical questions, which may arise as to the quality and acceptability of work performed or work to be performed, interpretation of the specified requirements and all technical questions as to acceptable fulfillment, shall be referred to the Project Manager who will resolve such questions.

All Work done shall be subject to the review of the City's Project Manager. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. Any changes to the scope of work or any deviations from the approved proposals must be approved in writing by the Project Manager.

6. COMPENSATION. The City will pay the Contractor for Janitorial services in accordance with the Agreement Documents including the Contractor's proposed rate schedule in Exhibit 2, attached and incorporated herein. Rates are to remain firm for the initial term. Any request

for rate escalation or de-escalation must be submitted to the Purchasing and Contracting Administrator in writing sixty (60) days prior to the expiration of the current term and must include written justification and documentation (raw material price increase, labor, etc.) copies. Approved price adjustment request may not take effect until the anniversary of the contract start date and will be in effect for the twelve (12) month period following the said anniversary. Written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index – User (CPI-U) for the Southeast Region.

At the completion of each month, the Contractor shall submit to the City Project Manager, an invoice with the supporting documentation of all work completed for review and acceptance. Payments shall not be made of Work deemed incomplete or deficient by the City Project Manager. The City will pay for Work completed and accepted, in accordance with the Florida Prompt Payment Act (Section 218.70 of the Florida Statues) and the terms of the Agreement Documents.

A. **CLAIMS.** Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before work starts on the changes or revisions. If the Contractor deems that extra compensation is due for work not covered herein, or in a Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional work requested by the City until the parties execute an appropriate agreement. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as proving the validity of the claim

B. **RELEASES**. When it is determined, as a result of a joint inspection of the Work by the Contractor and City that the Work has been completed in accordance with the terms of the Contract Documents, the completion of the Work shall be certified by the City. At that time, the Contractor may submit the Contractor's final request for payment. Prior to final payment, the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of Claim for all claims against the City arising under or by virtue of the work order.

Also, from each supplier or subcontractor who has notified the City of their right to file a Claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential Claimant, a Claimant's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

7. NON-EXCLUSIVE ARRANGEMENT. Nothing contained herein shall be construed to prevent either party from independently operating or participating in any other agreement concerning any services independent and unrelated to the services and obligations of the parties pursuant to this Agreement.

8. UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE").

Contractor shall not be subject to any liability for failure to carry out any of the terms of this Agreement to the extent that such failure shall be due to a Force Majeure event, as defined herein. Contractor shall not be relieved from liability for failures that are due to a Force Majeure event that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact of such event. Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the Contractor claiming Force Majeure: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Contractor claiming Force Majeure. Contractor shall be entitled only to extensions of the Agreement Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

9. TERMINATION

9.1. FOR CAUSE/DEFAULT: The Agreement may be terminated in writing by the City for default in whole or in part (delivery orders, if applicable) if the Contractor:

(a) fails to carry forward and complete Work in accordance with the requirements hereof;

(b) fails to comply with applicable laws, regulations, permits, or ordinances';

(c) fails to timely commence or continuously and vigorously pursue correction of defective Work;

(d) makes material misrepresentation to the City regarding Work or performance thereof.

(e) persistently disregards instructions of the Purchasing & Contracting Administrator

(f) fails to observe or perform any provisions of the Agreement Documents

(g) be guilty of a substantial violation of any provisions of the Agreement Documents

(h) **BANKRUPTCY**. If the Contractor shall be adjudged bankrupt, insolvent, or financial condition defined under Title 11 of the United States Code effective at any time during contract term specified therein; or if Contractor should make a general assignment for the benefit of their creditors; or if a receiver should be appointed for the Contractor or any of their property; or if Contractor should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Agreement; then the City/Owner may -- by at least five (5) days prior written notice to the Contractor -- without prejudice to any other rights or remedies of the City under the contract, terminate the Contractor's right to proceed with the work. In such case, the City may take possession of and utilize in completing the work, such necessary materials, appliances, and plant as may be on the site of the project. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the Agreement Documents.

The City shall provide the Contractor with written notice of its intention to terminate this Agreement for cause, which shall provide the effective date of termination. Such notice shall state the nature of the deficiency and, at the City's sole judgement and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the Work and finish the Work by whatever method(s) the City deems expedient -- and the Contractor and their Sureties shall be liable to the City/Owner for any excess cost incurred by the City. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City in addition to applicable liquidated damages. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City**.**

After receipt of the termination Notice and except as otherwise directed by the City, the Contractor shall**:**

(a) Stop work on the date and to the extent specified.

(b) Terminate and Settle all orders and subcontracts relating to the performance of the terminated work.

(c) Transfer all work in process, completed work, and other materials related to the terminated work as directed by the City.

(d) Continue and complete all parts of the work that have not been terminated.

9.2. FOR CONVENIENCE. Notwithstanding any other provision of this Agreement, the City may terminate this Agreement for convenience or "at-will", in whole or in part, at any time without necessarily having a particular reason as determined to be in its best interest, upon ten (10) days written notice to the Contractor.

Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

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

10. CONTRACTOR'S DUTY. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract, unless the Agreement Documents give other specific instructions concerning these matters.

Unless otherwise provided in the Agreement Documents, Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

Unless otherwise provided in the Agreement Documents, Contractor shall pay all sales, use and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Agreement all required federal, state and local licenses and insurance coverages necessary to perform the Work required under the Agreement Documents.

Contractor shall make no representations, warranties, or commitments binding the City without the City's written consent.

11. PERSONNEL. The Contractor represents that it will secure at its own expense all personnel and subcontractors required for services, which are necessary to complete the Work as described in this Agreement. All services under this Agreement shall be performed by the Contractor or subcontractor and all persons engaged in work under the Agreement shall be qualified to perform such services and authorized under federal, state and local laws to perform such services. Contractor's personnel who performs services under this Agreement shall not be employees of the City.

All workers must have sufficient knowledge, skill, experience and certification required to properly perform the work assigned to them. Any worker, including supervisors, employed by the Contractor or subcontractors who, in the opinion of the City does not perform work under this Agreement in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately from the City account and shall not be assigned again to any portion of the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. Upon request, the Contractor shall provide a current listing of names and driver's license numbers of all personnel executing work related to this contract. This listing shall be updated by the Contractor within five business days of a personnel change.

12. PROTECTION OF PERSONS AND PROPERTY. The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. This Contract requires that the Contractor and any and all subcontractors hired

by the Contractor comply with all relevant standards of the Occupational Safety and Health Act. Failure to comply with the Act constitutes a failure to perform. The Contractor agrees to reimburse the City for any fines and/or court costs arising from penalties charged to the City for violations of OSHA committed by the Contractor or any and all subcontractors.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all employees on the Work and all other persons who may be affected thereby; all the work materials and equipment to be incorporated therein, whether in storage on or off the project site, under the care, custody or control of the Contractor or any of their subcontractors; and other property on the site or adjacent thereto, including vehicles and equipment therein, trees, shrubs, lawns, walks, pavements, structures and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall ensure that its contract work does not impair the proper functioning of these utilities.

The Contractor shall perform any work and shall furnish services necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City of the emergency as soon as practicable but shall not wait for instructions before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the Contractor keep and maintain all the necessary protective devices in place and in proper condition at all times where Work is being performed to prevent injury to persons or damage to public or private property.

The Contractor shall be held fully responsible for such safety and protection until designated Project Manager has signed the Janitorial documentation indicating the job completion or provides final written acceptance of the Work.

13. CONTRACTOR'S RESPONSIBILITY FOR WORK. Until acceptance of the Work by the City, the Work shall be under the charge and care of the Contractor, and it shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work occasioned by any cause, other than the sole and active negligence of the City, before its completion and acceptance.

14. SUBCONTRACTS AND ASSIGNABILITY. The Contractor 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. Any sub-contracts or other work which is performed by persons or firms other than the Contractor under this Agreement or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or Contractors required by the Contractor in connection with services covered by this Agreement must be specifically approved by the City.

15. INDEPENDENT CONTRACTOR: Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Contract. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but not limited to:

A. Providing Worker's Compensation coverage for employees as required by law; and
B. Hiring of any employees, assistants, or subcontractors necessary for the performance of the Work; and
C. Providing all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; and
D. Payment of all federal, state, and local taxes income, or employment taxes, if Contractor is not a corporation, self-employment, Social Security taxes; and
E. Compliance with the Fair Labor Standards Act, 29U.S.C. §§201. Et. Seq., including payment of overtime in accordance with the requirements od said Act; and
F. Providing employee training for all functions necessary for performance of the Work; and
G. Providing equipment and materials necessary to the performance of the Work; and
H. Providing office or other facilities for the performance of the Work.

In the event the City provides training, equipment, materials, or facilities or otherwise facilitates performance of the Work, this shall not affect any of the Contractor's duties hereunder or alter Contractor's status as an independent contractor.

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16. BONDS. Contractor will secure the listed bonds and each shall be maintained for the full term of the resulting contract. Failure to comply shall be grounds for termination of the contract.

16.1. Janitorial Services Bond: Bond, equal to $50,000 per employee for entire contract term to cover losses from dishonest and/or negligent actions of janitorial/custodian employees. Dishonesty Bonds reimburses employers for losses from employee fraud, theft, forgery, and embezzlement of company's cash and other assets.

16.2. Performance Bond: Awarded Contractor will be required to provide a Performance Bond in the amount of Three (3) months of service cycles for overall contract to insure the successful performance under the terms and conditions of the awarded Contract.

17. INTERESTS OF CITY OFFICIALS. No officers, members or employees of the City and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

18. INDEMNIFICATION & INSURANCE:

18.1. Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Titusville, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees of an attorney chosen or approved by the City, claims, losses or damages that the City may incur arising from the following:

1. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement.
2. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
3. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
4. Any patent or copyright infringement by Contractor;
5. Any lien or other claim by contractor inconsistent with this Agreement;
6. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

18.2.INSURANCE

The Contractor shall not commence Work under this Agreement until they have obtained and provided insurance of the character specified in the Agreement Documents and in such amounts that will provide adequate protection to the City and the Contractor against all Liabilities, damages, and accidents, nor shall he commence Work until such insurance has been approved by the City. The Contractor shall not allow any Subcontractor to commence on their subcontract until all insurance required of the subcontract has been obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Contractor or Subcontractor release the Contractor or Subcontractor of full responsibility for liability, damages, or accidents.

The Contractor and each Subcontractor shall maintain such required insurance during the life of the Agreement, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) calendar days advance notice to the City. Coverage shall be as follows:

a) Commercial General Liability Insurance coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, without time-based exclusions, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured. This policy should include after-hours and off-hours coverage.

b) Auto Liability Insurance, covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.

c) Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.

d) In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.

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e) In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

f) In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The Contractor shall have five (5) calendar days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) calendar days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

19. WAIVER. The waiver by the City of any of the Contractor's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the Contractor under this Agreement.

20. CERTIFICATION OF RESTRICTIONS ON LOBBYING. The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension,

continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

21. PUBLIC ENTITY CRIME. Upon execution of this Contract, Contractor shall submit to the Client a sworn statement on the attached form and incorporated herein, in accordance with provisions of Section 287.133 (1), Florida Statutes, stating whether a person or affiliate as defined has been convicted of a public entity crime subsequent to July 1, 1989.

22. DRUG-FREE WORKPLACE. Upon execution of this Contract, Contractor shall submit to the Client a sworn statement on the attached form and incorporated herein, in accordance with the provisions of Florida Statute 287.087.

23. HUMAN TRAFFICKING AFFIDAVIT. Upon execution of this Contract, Contractor shall submit a sworn statement to the Client on the attached form and incorporated herein, in accordance with the provisions of Florida Statute 787.06(13).

24. EQUAL OPPORTUNITY EMPLOYER. The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to voluntarily comply with EOE regulations with regards to gender, age, race, veteran status, country of origin, and creed. Any subcontracts the Contractor may enter into shall make reference to this clause with the same degree of application being encountered. When applicable the Contractor shall comply with all State or Federal EOE regulations.

25. E-VERIFY. As a condition precedent to entering into an Agreement as a result of the 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 Agreement 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 Agreement 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. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

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. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

26. PROHIBITED TELECOMMUNICATIONS EQUIPMENT. Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Contract, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

27. SCRUTINIZED COMPANIES. In accordance with Sections 287.135, Florida Statues, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Agreement Documents. Contractor and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Agreement and any subsequent renewal Agreement for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

28. ANTI-DISCRIMINATION. Contractor for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-leases, as a part of the consideration hereof—hereby covenants and agrees that:

a) No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

b) No Employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be

employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

29. DISCRIMINATORY VENDOR LIST. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

30. GRATUITIES AND KICKBACKS.

30.1. GRATUITIES

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore.

30.2. KICKBACKS

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

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30.3. CONTRACT CLAUSE

The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

31. FOREIGN GIFTS AND CONTRACTS. The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under Florida Statutes 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission.

32. ANTITRUST VIOLATIONS; DENIAL OR REVOCATION. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

33. ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM.

Pursuant to Florida Statute 287.05701, local governments cannot give preference to a contractor based on social, political or ideological interests such as those listed directly below. Contractors are also prohibited from giving preference to subcontractors based on the below listed factors. Violations will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

a) The Contractor's political opinions, speech, or affiliations.

b) The Contractor's religious beliefs, religious exercise, or religious affiliations.
c) The Contractor's lawful ownership of a firearm.
d) The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
f) The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
g) The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
    2. Social governance standards, benchmarks, or
    3. requirements, including, but not limited to, environmental or social justice;
    4. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
    5. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

34. 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.

35. SEVERABILITY. If any clause or provision of this Agreement is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Agreement, then and only in that event, it shall be the intention of the parties that the remainder of this Agreement,

and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Agreement upon the Parties shall be cumulative but not restricted to those given by law.

36. COMPLIANCE WITH LAW. The Contractor expressly agrees to comply with all laws and regulations relating to providing services under this Agreement. The failure of the Contractor to adhere to any law or regulation pertaining to furnishing services under this Agreement shall constitute a material breach of this Agreement.

37. 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.

38. VENUE. In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.

39. WAIVER OF TRIAL BY JURY. The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

40. ATTORNEY'S FEES. In the event of any legal or administrative proceedings arising from or related to this Contract, including appeals, each party shall bear its own costs and attorney's fees.

41. CONFLICT OF INTEREST. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that no person having any such interest shall be employed by him/her during the performance of this Agreement. The Contractor shall not undertake any professional work which conflicts with his duties as the City's Contractor without the prior written consent of the City during the term of this Agreement. Any work where the Contractor can reasonably anticipate that it may be called to testify as a witness against the City in any litigation or administrative proceeding will constitute a conflict of interest under this Agreement.

42. CONFLICTING PROVISIONS. Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.

43. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely

for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this paragraph, the City shall have the right to terminate the Agreement without liability and, at its discretion, deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

44. CONSTRUING PROVISIONS. This Agreement shall not be construed against the party who drafted the same, as both parties have obtained experts of their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the general terms of this Agreement, the provisions of the latter shall prevail

45. SEPARATE COUNTERPARTS & EXECUTION. This Contract and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same contract. Execution and delivery of this Contract and any amendments by the Parties shall be legally valid and effective through; (i) executing and delivering the paper copy of the documents, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (",pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving, or storing by electronic means this Contract and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Contract (i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of the Contract is sought.

46. RETENTION AND REVIEW OF RECORDS: The Contractor and its subcontractors or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

The Contractor and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Contractor or its subcontractor or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and Contracting Administrator or their duly

authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Contractor and its subcontractors will permit such representatives to interview employees on the job during working hours.

47. AUDIT RIGHTS: The city reserves the right to audit the records of the contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the city. If required by the city, the contractor agrees to submit to an audit by an independent certified public accountant selected by the city. The contractor must allow the city to inspect, examine and review the records of the contractor in relation to this contract at any and all times during normal business hours during the term of the contract.

48. 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 CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. Washington Ave., Titusville FL 32796.

DRAFT

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated.

CONTRACTOR:

_____
_____
_____

By _____
Name (printed):
_____

Date _____

OWNER:

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

By _____
Name (printed):
Andrew Connors, Mayor

Date _____

ATTEST

_____
Wanda F. Wells, City Clerk
Date _____

APPROVED AS TO FORM:

_____
James Stokes, Acting City Attorney

Date _____

APPROVED AS TO CONTENT:

_____
Tom Abbate, City Manager

Date _____

Staff Review & Preparation:

_____Date _____
Leslie A. Rothering, Purchasing & Contracting Administrator

_____Date_____
Kevin Cook, Public Works Director

Att: Exhibit 1 – RFP Documents
Exhibit 2 – Contractor's Proposal

DRAFT

City of Titusville

"Gateway to Nature and Space"

REPORT

To:	Members of the City Council
From:	Thomas Abbate, City Manager
Subject:	**Acceptance - Fire Dept. FY24 Staffing for Adequate Fire and Emergency Response (SAFER) Grant for 3 firefighters**
Department/Office:	Fire and Emergency Services

Recommended Action:
Accept FY24 SAFER Grant award and approve the associated budget amendment.

Summary Explanation & Background:

The Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response (SAFER) program is designed to strengthen local fire departments by enhancing staffing levels to ensure more effective emergency response. On July 2, 2025, the Titusville Fire Department submitted an application requesting funding for three (3) additional firefighters at a cost of $69,424.12 per firefighter.

The SAFER grant provides funding support over a three-year period with the following cost-share structure:

- **Year 1:** 75% awarded, 25% City
- **Year 2:** 75% awarded, 25% City
- **Year 3:** 35% awarded, 65% City

The total grant award amounts to **$385,303.87**, allocated as follows:

- **Years 1 & 2:** $156,204.27 each year
- **Year 3:** $72,895.33

The City of Titusville will provide the required cost share each year to cover the balance of expenses per firefighter. The deadline to accept the award is October 24, 2025, at 3:50 p.m.

Alternatives:

Do not accept the FY24 SAFER grant and associated budget amendment

Item Budgeted:
No

Source/Use of Funds/Budget Book Page:

Source:	SAFER Grant Revenue 001-0000-331.20-10 SAFER2	$156,205
Use:	Payroll category accounts	$156,205

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

Strategic Plan Impact:
Approving the addition of three firefighters will have a strategic impact by directly enhancing the community's quality of life and ensuring the delivery of efficient and effective emergency services. Increased staffing strengthens response capabilities, reduces critical incident response times, and improves firefighter safety, which translates into faster, more reliable protection for residents and businesses.

ATTACHMENTS:
1. Award Notification (Application Number EMW-2024-FF-00352)
2. BA-SAFER2 GRANT

From: FEMA GO <no-reply@fema.dhs.gov>
Sent: Wednesday, September 24, 2025 3:51 PM
To: Senger, Lucas
Cc: Hustoles, John; Ryan, Jenna; Senger, Lucas; Sidock, Andrew; Kenney, Heather
Subject: Award Notification (Application Number: EMW-2024-FF-00352)

Dear Lucas,
Congratulations! Your grant application submitted under the Grant Programs Directorate's
Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant
has been approved for award.
Please use the FEMA GO system at https://go.fema.gov to accept or decline your award.
Please note that you will have thirty (30) days from the date of this award notification to
either accept or decline the award, and that the award must be accepted or declined by an
Authorized Organization Representative (AOR) within the FEMA GO system. Instructions for
registering within the system and becoming an AOR are available at
https://www.fema.gov/gmm-training-resources.
Once you are in the system and made an AOR for your organization, your home page will be
the first screen you see. You will see a section entitled My Grants. In this section, please
select the award acceptance link for EMW-2024-FF-00352 under Fiscal Year (FY) 2024
Staffing for Adequate Fire and Emergency Response (SAFER) Grant. View your award
package and indicate your acceptance or declination of award. If you wish to accept your
grant, you should do so immediately. When you have finished, we recommend printing
your award package for your records.
If you have questions on using the FEMA GO system, please reach out to the FEMA GO
Help Desk (1-877-585-3242). For programmatic questions about your grant, please reach
out to the AFG Helpdesk (firegrants@fema.dhs.gov / 1-866-274-0960).
Sincerely,
Grants Management Branch
Staffing for Adequate Fire and Emergency Response (SAFER)
Department of Homeland Security / FEMA

Budget Amendment/Transfer Form

Source of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
001-0000-331.20-10-SAFER2	SAFER2	FEDERAL GRANT/SAFER	$ 156,205	Budget Amendment
		Total	**$ 156,205**	

Use of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
001-0901-522-14-50		OVERTIME	$ (52,068)	Budget Amendment
001-0901-522.52-01		OPERATING SUPPLIES	$ (17,730)	Budget Amendment
001-0901-522.52-01-SAFER2	SAFER2	OPERATING SUPPLIES	$ 17,730	Budget Amendment
001-0901-522.12-01-SAFER2	SAFER2	PERSONNEL SERVICES/REGULAR	$ 144,057	Budget Amendment
001-0901-522.21-01-SAFER2	SAFER2	FICA TAXES	$ 11,020	Budget Amendment
001-0901-522.22-20-SAFER2	SAFER2	RETIREMENT CONTRIBUTIONS/POLICE & FIRE	$ 18,828	Budget Amendment
001-0901-522.22-22-SAFER2	SAFER2	RETIREMENT CONTRIBUTIONS/P&F DC CONTRIB	$ 5,319	Budget Amendment
001-0901-522.23-01-SAFER2	SAFER2	GROUP HEALTH INSURANCE/HEALTH INS	$ 27,657	Budget Amendment
001-0901-522.23-02-SAFER2	SAFER2	GROUP HEALTH INSURANCE/LIFE INC	$ 497	Budget Amendment
001-0901-522.26-01-SAFER2	SAFER2	OPEB/CITY CONTRIBUTION	$ 895	Budget Amendment
		Total	**$ 156,204**	

Input Name:	Budget Office Approval:	Notes:
		ACCEPT AND ALLOCATE FY26 FIRST YEAR OF NEW SAFER2 GRANT/EMW-2024-FF-00352 (WITH CITY MATCH):
Input Date:	Budget Office Approval Date:	
Manual JE/BA#:	Post Date:	

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Water Allocation Permit - Big Dan's Car Wash Titusville Commons**

Department/Office: Public Works

Recommended Action:
Approve the issuance of a water supply capacity allocation permit in the amount of 18,298 gallons per day for the Big Dan's Car Wash development on Cheney Highway.

Summary Explanation & Background:
The City Council must approve water supply allocation permit requests in excess of 10,000 gallons per day. The Public Works department has received a request from Big Dan's Car Wash for a proposed car wash on Cheney Highway for a total of 18,298 gallons per day. There is no FDEP permit required for this project abut the designer provided the City with the projected water needs. The allocation is based on the demand based on the use of the property and specifically the fixtures to be proposed with the property.

Public Works staff have reviewed the permit request. Currently, the Mourning Dove facility has in excess capacity of 674,000 gallons per day of water available based on the City's CUP capacity of 6,010,000 gallons per day. This excess capacity takes into account an estimate for current commitments based on the expected certificate of occupancy for the year. This request is approximately 2.7% of the excess capacity.

It is recommended that City Council approve the issuance of a water supply capacity allocation permit in the amount of 18,298 gallons per day for the Big Dan's Car Wash development on Cheney highway.

Alternatives:
Do not approve the water supply allocation permit

Item Budgeted:
NA

Source/Use of Funds/Budget Book Page:

NA

Strategic Plan:
Goal 4

Strategic Plan Impact:
This promotes economic development.

ATTACHMENTS:
1. Titusville Commons- Car wash- water supply permit with fee
2. Titusville Commons - Water Sewer Demand Calculations

CITY OF TITUSVILLE
WATER SUPPLY ALLOCATION
APPLICATION AND PERMIT

APPLICATION

NAME OF APPLICANT: Aubrey Sharp, P.E.

COMPANY: Foresite Group, LLC

STREET: 10752 Deerwood Park Blvd., Suite 100

CITY: Jacksonville, FL 32256

TELEPHONE NUMBER: (770) 368-1399

PROJECT NAME: Titusville Commons - Big Dan's Car Wash

PROJECT LOCATION: 22-35-28-00-250
ADDRESS OR PARCEL ID

NUMBER OF UNITS: _____
(RESIDENTIAL ONLY)

AVERAGE DAILY WATER DEMAND: 18,298 GPD
(FROM FDEP PERMIT APPLICATION*)

DATE OF APPLICATION: September 24th, 2025

APPLICANT SIGNATURE: Aubrey Sharp

☒ ORIGINAL APPLICATION ☐ PERMIT EXTENSION 1 ☐ PERMIT EXTENSION 2

*IF NO FDEP PERMIT IS REQUIRED- ATTACH FIXTURE TABULATION WITH ESTIMATED DEMAND
PERMITS IN EXCESS OF 10,000 GALLONS REQUIRE CITY COUNCIL APPROVAL

CITY USE ONLY BELOW THIS LINE

PERMIT FEE CALCULATION

TOTAL AVERAGE DAILY WATER DEMAND*: 18,298 GALS
(*FROM FDEP PERMIT APPLICATION)

* from water/sewer demands

$36.00 PER 100 GALLONS
(SEE CODE SECTION 21-50)

TOTAL FEE $6,587.28

☐ FEE PAID

RECEIVED BY: _____

☒ REQUIRES COUNCIL ACTION COUNCIL APPROVAL DATE: _____

ISSUE DATE: _____ EXPIRATION: _____

AUTHORIZING SIGNATURE: _____

PERMIT NUMBER: _____

SEE REVERSE SIDE FOR GENERAL INFORMATION FOR PERMIT APPLICANTS

DATE CLEAR/C.O. _____

GENERAL INFORMATION FOR WATER SUPPLY ALLOCATION APPLICATION AND PERMIT APPLICANTS

· Each water supply allocation permit shall be applied for in conjunction with application for an FDEP permit. Connections not requiring FDEP permit with capacity in excess of 500 gallons per day apply for a water capacity allocation permit in conjunction with an application for a utility construction permit (site permit).

· Water supply allocation permit fees are thirty-six ($36) per one-hundred (100) gallons per dday or portion thereof.

· No building permit shall be issued unless the applicant has a water capacity allocation permit.

· No extension or addition to the City water distribution system shall be authorized unless the applicant has a water supply allocation permit.

· No one application for a water supply allocation permit shall exceed ten thousand (10,000) gallons per day, except the City Council may authorize applications in excess of said limitations when it appears as if the project cannot be phased or other good cause is shown to the City that said project justifies a larger allocation.

· Water supply allocation permits are good for twelve (12) months from date of issue. Permits may be extended for two (2) successive periods of twelve months upon payment of additional water supply allocation permit fees. Extensions beyond thirty-six (36) months are prohibited and any FDEP permits outstanding are considered as withdrawn by the permit holder.

· If work on the project has not started within one hundred eighty (180) days from date of permit issue, water supply allocation permit shall be null and void.

· This application and subsequent permit shall not create any vested right in permittee, nor be construed as a gaurantee of water supply capacity to the applicant or permittee for conditions beyond the control of the City. The city may permit connections to its water system only if it may lawfully do so and would not thereby violate any permit, license, restriction, injunction, moratorium, or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable agency of the United States, the application for a water supply allocation permit. The applicant expressly agrees that it shall have no claim or cuase of action against the city for its abvservance of these rules or any such permit, license, restriction, injunction, moratorium or denial of permission to connect its water lines into the City's water system and the applicant hereby waives and relinquishes any right, claim, cuase of action, or other remedy whatsoever agianst the city arising from or as a result of the city's refusal to permit the applicant to connection to the city's water system for its observance of these rules or the reason that the connection would voilate such permit, license, restriction, injunction, moratorium, or denial of permissions to connect.

CITY OF TITUSVILLE

WATER RESOURCES DEPARTMENT

WATER DEMAND, METER SIZING, AND

SEWER DEMAND CALCULATIONS

FOR

Titusville Commons

APPROVED FOR CONSTRUCTION

Signature, Date and Seal

STATE OF FLORIDA JOSEPH L. OLIVERI AR14028 REGISTERED ARCHITECT

Digitally signed by Joseph L Oliveri
Date: 2024.09.23 14:25:19 -04'00'

Joseph L. Oliveri AIA

Typed/Printed Name

FL License # AR0014028

Page 1

Titusville Commons
FLOW DETERMINATIONS FOR FDEP APPLICATIONS
AVERAGE DAILY FLOW (from LDR 63-133)

ESTABLISHMENT	UNIT	FACTOR	NO. OF UNITS	TOTAL ERU'S
Residential				
Single-family Home	Per Unit	1.000		0.000
Duplex (1 or 2 bedrooms)	Per Unit	0.833		0.000
Duplex (3 or more bedrooms)	Per Unit	1.000		0.000
Multi-family (3 or more bedrooms)	Per Unit	1.000		0.000
Multi-family (2 bedrooms)	Per Unit	0.833		0.000
Multi-family (1 bedroom)	Per Unit	0.667		0.000
Multi-family (efficiency < 500 sq. ft.)	Per Unit	0.667		0.000
Mobile Home (3 or more bedrooms)	Per Unit	0.833		0.000
Mobile Home (1 or 2 bedrooms)	Per Unit	0.667		0.000
Commercial				
Auditorium	Per Seat	0.017		0.000
Barber/Beauty Shop	Per Opr. Sta.	0.300		0.000
Bowling Alley	Per Lane	0.333		0.000
Restaurant/Cafeteria	Per Seat	0.100		0.000
Restaurant (24 hours)	Per Seat	0.167		0.000
Restaurant ("fast food")	Per Seat	0.050		0.000
Bar/Cocktail Lounge	Per Seat	0.067		0.000
Hotel/Motel (not including food service, banquet/meeting rooms, & laundries)	Per Room	0.500		0.000
Laundry, Self-Service	Per Machine	2.000		0.000
Office Building (Add food service & retail space)	Per 1,000 sq. ft. gross	0.334		0.000
Service Station	Per Bay	1.000		0.000
	Add Per Wash Bay	3.200	1.0	3.200
	Add Per Toilet Room	1.000	1.0	1.000
Theater	Per Seat	0.017		0.000
Theater (Dinner)	Per Seat	0.067		0.000
Trailer Park (overnight)	Per Space	0.667		0.000
Dentist Office	Per Dentist	0.833		0.000
	Per Wet Chair	0.667		0.000
Doctor Office	Per Doctor	0.833		0.000
Church	Per Seat	0.017		0.000
Hospital	Per Bed	0.833		0.000
Nursing Home	Per Bed	0.417		0.000
Warehouse-Office	Use fixture units for warehouse area, see Office Building for ERU's in that area (Add for food service & other uses)			
Meeting and/or Banquet Rooms Total S.F./15 S.F./person = no. of seats, if not on plans	Per Seat	0.017		0.000
Automotive Repair & Maintenance Store	Per Bay (add remaining fixture units)	0.250		0.000
Retail Store/Self-Service Gas Pumps	Per Restroom (add re-maining fixture units)	1.000		0.000
Extended Care Facilities	Per Efficiency	0.500		0.000
Convenience Store without Gas	Use Fixture Units			
Schools, Nursery, Elementary, Middle & High	Per Student	0.067		0.000

Titusville Commons
FLOW DETERMINATIONS FOR FDEP APPLICATIONS (Continued)
AVERAGE DAILY FLOW (from LDR 63-133)

ESTABLISHMENT	UNIT	FACTOR	NO. OF UNITS	TOTAL ERU'S
Industrial Building (not including food service & non-domestic water flows)				
Without Showers	Per Employee	0.050		0.000
With Showers	Per Employee	0.117		0.000
Industrial Uses based on project specific basis	Show demand calcs. for approval			0.000
ERU COMBINED ERU's				
Combined Above ERU's =			4.200	
Fixture Units for Establishments (Uses) not listed in above tables =			681.5	
Additional ERU's Based on Remaining Unit Fixtures =			56.792	
Total Combined ERU's =			60.992	
Is Sanitary Sewer applicable to the project (enter Y or N)? =			y	
Sewer Multiplier =			0.75	
AVERAGE DAILY FLOW (ADF)				
Water = ERU x 300 GPD			18,298 GPD	
Sewer = Water ADF * Sewer Multiplier =			13,723 GPD	
MAXIMIUM DAILY FLOW				
Water = 2 x ADF =			36,595 GPD	
Sewer = 2 x ADF =			27,446 GPD	
PEAK HOURLY FLOW				
Water = 4 x ADF =			50.8 gpm	
Peak Factor =			4.0	
Sewer = Peak Factor x ADF =			38.1 gpm	

Titusville Commons
FIXTURE VALUE TABULATION (Domestic Use)

(Based on AWWA M22 Rev. 2004 Table 4-2 and Figure 4-5)

NOTE: Unless specified otherwise, the values listed below are **for use with a 1/2" connection**. For other size connections, actual demand values for the fixtures and/or appliances being used should be obtained from the manufacturer and provided in the "Other (not listed)" section.

FIXTURE TYPE	NUMBER OF FIXTURES					FIXTURE VALUE @ 60 psi - gpm		
	NEW (+)	EXISTING (+)	REMOVED (-)	TOTAL		@ 60 psi EACH		@ 60 psi TOTAL
Bathtub	0			0	x	8	=	0.0
Bedpan washers	0			0	x	10	=	0.0
Bidet	0			0	x	2	=	0.0
Clothes washer	1			1	x	6	=	6.0
Dental units	0			0	x	2	=	0.0
Dishwasher	0			0	x	2	=	0.0
Drinking fountains	0			0	x	2	=	0.0
Faucet (lavatory)	1			1	x	1.5	=	1.5
Faucet (kitchen sink)	0			0	x	2.2	=	0.0
Faucet (utility/service sink)	1			1	x	4	=	4.0
Hose conn. (w/ 50 ft. of hose), 1/2"	0			0	x	5	=	0.0
Hose conn. (w/ 50 ft. of hose), 5/8"	0			0	x	9	=	0.0
Hose conn. (w/ 50 ft. of hose), 3/4"	2			2	x	12	=	24.0
Shower (single head)	0			0	x	2.5	=	0.0
Toilet (tank)	1			1	x	4	=	4.0
Toilet (flush valve)	0			0	x	35	=	0.0
Urinal (flush valve)	0			0	x	35	=	0.0
Urinal (wall or stall)	0			0	x	16	=	0.0
Wash sink (ea. faucet set)	0			0	x	4	=	0.0
Additional Units not listed above								
Reclaim Pump Station	1			1	x	60	=	60.0
R.O. Filtration System	1			1	x	48	=	48.0
R.O. Repressurizer	1			1	x	48	=	48.0
Water Repressurization Pump	1			1	x	60	=	60.0
Water Softener System	1			1	x	60	=	60.0
Prep Gun Pump	1			1	x	60	=	60.0
Free Hand/Self Prep	1			1	x	24	=	24.0
Bug Cleaner Pump Unit	1			1	x	24	=	24.0
Tunnel Cleaner Pump	1			1	x	24	=	24.0
Bucket Pump Unit	1			1	x	24	=	24.0
Grundfos Pump	2			2	x	60	=	120.0
Hydraflex Panel	3			3	x	30	=	90.0
				0	x		=	0.0
				0	x		=	0.0
						COMBINED FIXTURE VALUE TOTAL =		681.5

Titusville Commons
METER SIZE DETERMINATION
DOMESTIC USE ONLY

Type of Development	"X"	Combined Fixture Value Total	Estimated Peak Demand @ 60 psi (gpm)
Apartments, Condominiums, Motels, and Trailer Parks			
Hotels, Shopping Centers, Restaurants, Public Schools, Public Buildings, and Hospitals	x	681.5	102

PRESSURE ADJUSTMENT FACTOR (Multiplier)						
(Based on AWWA M22 Rev. 2004 Table 4-1)						
Design Starting Pressure (psi)	35	40	50	60	70	80
Adjustment Factor	0.74	0.80	0.90	1.00	1.09	1.17

Design (starting) Pressure =	60.0	psi
Applicable Pressure Adjustment Factor =	1.00	none
PRESSURE ADJ. ESTIMATED PEAK DEMAND (EPF) =	102.0	gpm

Displacement - Type Meters
(Based on Neptune Technology Group Product Sheet for T-10 Meters)

Pressure Adjusted Estimated Peak Demand *gpm*	Normal Operating Range *gpm*	Maximum Rate for Continuous Operations* *gpm*	Maximum Pressure Loss at Maximum Operating Capacity *(psi @ gpm)*	Meter Size *inches*
0 - 20	0.50 - 20	10	8 psi @ 20 gpm	5/8" x 3/4"
21 - 30	0.75 - 30	15	10 psi @ 30 gpm	3/4"
31 - 50	1 - 50	25	8 psi @ 50 gpm	1"
51 - 100	2 - 100	50	10 psi @ 100 gpm	1-1/2"
101 - 160	2.5 - 160	80	10 psi @ 160 gpm	2"

* Based on Neptune Technology Group Product Sheet and AWWA C700 Sec. B.5.1.

Compound - Type Meters
(Based on Neptune Technology Group Product Sheet for TRU/FLO ® Compund Meters)

Pressure Adjusted Estimated Peak Demand *gpm*	Normal Operating Range *gpm*	Maximum Intermittent Flow *gpm*	Maximum Continuous Flow *gpm*	Pressure Loss @ Maximum Continuous Flow *psi*	Meter Size *inches*
100 - 200	0.50 - 20	200	160	6.8	2"
201 - 450	0.50 - 450	450	350	11.3	3"
451 - 1000	1 - 1000	1000	700	9	4"
1001 - 2000	1.5 - 2000	2000	1400	8.5	6"

METER SELECTION BASE ON ABOVE NEPTUNE PRODUCT TABLES		
PROPOSED METER TYPE:	displacement	"Displacement" or "Compound"
PROPOSED METER SIZE (in.):	**2"**	meter at a peak flow of 102.0 gpm

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Change Order - Fire Stations Humidity Assessment**

Department/Office: Public Works

Recommended Action:

Approve change order #1 to Task Order # AECOMTO08, Fire Station Humidity Assessments, to AECOM, Inc. in the amount of $46,044.25 for Design, Permitting, and Construction Phase Services to Fire Headquarters, Fire Station 11, and Fire Station 13 buildings.

Summary Explanation & Background:

On July 8th 2025, City Council approved the award of Task Order # AECOMTO08 to AECOM, Inc for the amount of $49,900 to provide engineering consulting services including but not limited to, services related to conducting condition assessments relating to high humidity at Fire Headquarters, Station 11 and Station 13 and prepare a report documenting remediation recommendations. After the initial assessments and site visits, it has been determined that there are a number of compounding issues that are contributing to the building concerns, including both mechanical and architectural issues. After discussions between the consultant and staff, due to the complexity of the repairs needed, it is recommended that instead of preparing a report which will then need to go back out to a consultant to design the recommended improvements, that we forego the report and move forward with designing construction documents and specifications that can be used to go out to bid for a contractor to make the repairs and improvements. This action will result in a change order in the amount of $46,044.25 but will both save time and reduce the overall budget needed to finalize the necessary improvements.

The change order includes the following:
1. De-scoping of the audit report - $31,386 credit
2. Construction documents and specifications - $62,660.25
3. Permitting & Building - $1,610.00
4. Construction Administration - $13,160.00

Alternatives:

Do not approve and move forward with the original scope of work only.

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:
001-1508-539.46-01-GC2509 - REPAIRS & MAINT SERV/GENERAL

Strategic Plan:
Goal 2: Efficient & Effective Services

Strategic Plan Impact:
To provide necessary improvements to City-owned facilities.

ATTACHMENTS:
1. Titusville Fire Humidity CO #1 Proposal
2. Change Order #1 Humidity Assessments (1)

AECOM Project Name: City of Titusville Investigation Report
AECOM Project No. 60765589
Change Order No.: 01

CHANGE ORDER

In accordance with the Design Engineering Services Agreement, dated *July 17th, 2025* between City of Titusville ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of *November 12th, 2025* modifies that Agreement as follows:

1. **Changes to the Services**:

Descope Task 2 – Audit Report. Credit of $4,066 from Task 1 and $27,320 from Task 2 for a total dollar credit of $31,386.00.
Station 13 Tasks – Refer to Exhibit A for new services proposed.
Station 11 Tasks – Refer to Exhibit A for new services proposed.
Fire HQ Tasks – Refer to Exhibit A for new services proposed.

2. **Change to Deliverables**:

Descope Task 2 – Audit Report. Refer to Exhibit A for new deliverables

3. **Change in Project Schedule** (attach schedule if appropriate):

Design Duration	Week 1 to Week 6
Permitting and bidding	Week 7 to Week 12
Construction Administration	Week 13 to Week 26

4. **Change in CONSULTANT's Compensation**:

The Services set forth in this Change Order will be compensated on the following basis:

[ ] No change to Compensation

[ ] Time & Material (See **EXHIBIT B** for the Hourly Labor Rate Schedule)

[ ] Time and Materials with a Not- to-Exceed amount of ($). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

[X] Lump Sum [$*77,430.25*]

Milestone/Deliverable & Date	Payment Amount
Construction Documents & Specifications	$62,660.25
Permitting & Bidding	$1,610.00
Construction Administration	$13,160.00

[ ] **Cost Plus Fixed Fee:** [Cost $ and Fee $]

Therefore, the total authorized Compensation, inclusive of this Change Order is $*95,944.25*.

5. **Project Impact**:

NONE

6. **Other Changes** (including terms and conditions):

NONE

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.	**CLIENT:**
	City of Titusville
Signature	Signature
Randy Mejeur	
Printed Name	Printed Name
Authorized Signatory/VP	
Printed Title	Printed Title
9/24/2025	
Date	Date
Address 390 N. Orange Ave, Suite 750 Orlando, FL 32801	Address

[End of Change Order]

Project Budget

City of Titusville - Investigation Report Change Order #01

| 9/24/2025 | | Design Services | | |

Exhibit A

September 24, 2025

Kevin Cook, PE
Public Works Director
City of Titusville

Sent via email: Kevin.Cook@Titusville.com

Subject: Design, Permitting, and Construction Phase Services for Titusville Fire Department Headquarters Building, Fire Station 11, & Fire Station 13 HVAC Renovation Project

Dear Mr. Cook,

AECOM Technical Services, Inc. (AECOM) is pleased to offer this proposal to provide Design, Permitting, and Construction Phase Services to the Fire Headquarters Building, Fire Station 11, and Fire Station 13, as included in the scope of the City of Titusville Investigation Report. AECOM has prepared the enclosed response based on the mechanical & architectural site visits on 9/3/2025 and 9/4/2025.

Specific Scope of Services
The following elements are to be resolved with the drawings and specifications prepared by AECOM as part of this scope:

Station 13
Prepare Construction Document drawings & Specifications for the following:

- Add holes in walls for circulation (create return air path)
- New supply for dry outside air (pressurization and moisture removal).
- Split system for bunker gear room with air curtain.
- New exhaust hood for gas range in the kitchen.
- Mechanical controls correction (ELV).
- Equipment pad and new equipment electrical connection (riser, fault current, arc flash and verification of capacity)

Station 11
Prepare Construction Document drawings & Specifications for the following:

- Add fans with box shroud to the bunk room.
- Add air curtain to the open doors at the bays.
- Mitigate steel roof deck rust/corrosion.
- Seal/insulate soffits off the doors to the bays.
- Close off and seal old lights now used as ducts.
- Mechanical controls correction (ELV).
- Laser measure spaces and revise floor plans.
- Roof deck insulation and treatment.
- Seal exterior wall penetration and conduit roof penetrations.
- Electrical power connection coordination (riser, fault current, arc flash and verification of capacity)

Fire Headquarters Building
Prepare Construction Document drawings & Specifications for the following:

- Lobby front door adjustments.
- Seal floor penetrations.
- Fix return air area (create return air path)
- Mechanical room water heater adjustments.
- Resolve building negative pressure.
- Mechanical controls correction (ELV).
- Move controls off the wall for return air intake.
- Power adjustments for make-up air unit and fans.
- Openings in exterior room.
- Screening wall at utility yard.
- Equipment pad.
- Laser measure spaces and revise floor plans.
- New sidewalk entrance for ground-based equipment.
- Electrical power connection coordination (riser, fault current, arc flash and verification of capacity)

This scope includes the following components:
Part 1 – Project Management and Coordination
Part 2 – 100% Design Phase (Construction Documents
Part 3 – Permitting and Bidding Assistance
Part 4 – Construction Phase Services

Design Disciplines
AECOM will provide the following services included for this scope of work:

- Architecture
- Structural Engineering
- Electrical Engineering
- Mechanical Engineering

Part 1 – Project Management & Coordination

1.1. Project Coordination – In addition to the specific services detailed below, AECOM will hold regular check-ins and project status updates with the Client's Project Team through a conference call held every other week during the design phase, permitting & bidding, and construction phase services. These calls will include routine progress and schedule updates, as well as review of any deliverables and Client comments that align with the date of the call. Individual disciplines will be asked to join the call as required to discuss specific issues identified in the agenda. This scope assumes up to 12 calls with the client are included.

1.2. BIM Management – AECOM will use the Autodesk Construction Cloud (ACC) as the digital platform to deliver this scope. The existing project on the Autodesk Construction Cloud will continue to host the project files and working files for the design team.

AECOM will conduct a BIM Kickoff meeting to identify the specific digital workflows for the project. The meeting will identify expectations around modeling, workflows, and standards that will be used on the project.

1.3. Kick-Off Meeting – AECOM will facilitate with the city of Titusville a kick-off meeting for this project. The meeting will include introductions of staff and discipline leads, confirming and establishing communication and project protocols, reviewing the scope, schedule, and budget. AECOM will document key points of the discussion as meeting notes and distribute them to the city.

Architecture, Electrical, Mechanical, and Structural will attend a site visit after the kickoff meeting to review existing site information, validating the identified scope of work and proposed solutions.

1.4. Pre-Application Meeting – During the Design phase, AECOM will schedule and attend one pre-application review meeting with the Building Department and Fire Marshal to discuss specifics of the application requirements. Up to two AECOM staff will attend the meeting.

1.5. Construction Documents Review Meeting – The City of Titusville will provide one consolidated set of written comments to AECOM within ten working days of the Construction Documents deliverables submittal. AECOM will then meet with the Client one time to review comments, development of the construction documents, deliverables, and schedule.

1.6. Permitting and Bidding Meeting – AECOM will schedule and attend one meeting with the City of Titusville to discuss the permitting and construction procurement process. AECOM will submit to the City of Titusville Building Department for approval on the schedule discussed at the meeting.

Deliverables:
The following deliverables will be provided under Part 1:

- One digital copy of every other week meeting minutes (Part 1.1)
- One digital copy of Kick-off Meeting Notes (Part 1.3)
- One digital copy of Pre-Application Meeting Notes (Part 1.4)
- One digital copy of Construction Documents Review Meeting Notes (Part 1.5)
- One digital copy of Permitting and Bidding Meeting Notes (Part 1.6)

Part 2 – Design Phase (Construction Documents)

Following written notice to proceed, AECOM will commence work on the preparation of the Construction Documents for the building renovations.

Construction Documents phase services include:

- Document the selection of mechanical, electrical, and other building systems and materials' integration.
- Document detailed layouts for building architecture elements and systems.

- Document life safety and building code summary, with applicable codes and compliance for the design disciplines.
- Produce final specifications in CSI MasterFormat.
- Coordinate drawings with Project Specifications.

Construction Documents will include the following deliverables:

- One Architectural Construction Documents Package consisting of:
    - Life Safety plans
    - Floor plans, and elevations indicating overall dimensions and materials selection for renovations
    - Reflected ceiling plans and details
    - Wall sections
    - Unique construction details
    - Typical construction details

- One Structural Engineering Construction Documents Package consisting of:
    - Structural Drawings for Screen walls, Concrete Equipment Slabs, and Wall Opening Details.
    - Material Specifications
    - Structural Analysis and Design Verification

- One Electrical Engineering Final Construction Documents Package consisting of:
    - Electrical Drawings
    - Schedules, catalog cut sheets
    - Specifications.
    - Details

- One Mechanical Engineering Construction Documents Package consisting of:
    - HVAC floor plans for areas showing ductwork and piping
    - Piping specialties
    - Equipment schedules and details
    - HVAC floor plans for mechanical equipment rooms
    - Standard HVAC detail drawings

- Specifications Manual
  AECOM will provide final specifications in CSI MasterFormat.
    - AECOM will obtain “Front-End” documents from LYNX staff for inclusion in the Project Specifications.

AECOM will provide a digital copy of the deliverables above to the City of Titusville for review. It is anticipated that City of Titusville will provide one consolidated set of comments within ten business days. AECOM will incorporate revisions required to address the comments before the submission for permitting.

Part 3 – Permitting & Bidding Assistance

3.1. Permit Application Preparation and Submittals:

3.2. Building Department – AECOM will submit drawings to the general contractor for submission to the City of Titusville Building Department.

3.3. AECOM will perform bidding assistance for this project. These services will include the following activities:

3.3.1. Pre-Bid Meeting—AECOM will provide up to two staff members to attend the pre-bid meeting, document key points of the discussion(s) as meeting notes and distribute them to the City of Titusville. The meeting notes will be issued no later than two business days after the Pre-Bid Meeting. AECOM anticipates attending up to two one-hour meetings with potential subcontractors to answer design-related questions to assist in subcontractor selection.

3.3.2. Bidding RFI Responses – AECOM will respond in writing to RFI's submitted in writing within five business days. AECOM, with its subconsultants, assumes they will respond to up to ten RFI's.

3.3.3. Analysis of contractor bids to ensure compliance with bid documents.

Meeting minutes will be recorded for each pre-application meeting and distributed to the Client.

Part 4 - Construction Phase Services

4. AECOM will perform Construction Phase support for this project to provide interpretation and reviews for consistency with the contract documents. These services will include the following activities:

4.1. Request for Information (RFI) – AECOM will review properly prepared and timely requests by the Contractor for additional information about the contract documents. RFI's should include a detailed written statement that indicates the specific drawings or specifications in need of clarification and the nature of the clarification requested. AECOM will provide Contractor RFI responses within five working days of receipt of the RFI. AECOM, with its sub consultants, anticipates responding to up to twenty RFI's as part of this scope of work.

4.2. Submittals – AECOM will review shop drawings and submittals up to two times. The Contractor will complete a review of each submittal prior to providing it to AECOM for review. The contractor will be responsible to make each submittal complete from prior to review. AECOM will provide submittal comments within ten working days of receipt of the full submittal. AECOM will review up to twenty submittals.

4.3. Contractor Payment Requests - AECOM and its subconsultants will review contractor payment requests for elements related to the design completed within this task order. Detailed geometric review along with means, methods, techniques, sequences or procedures of construction and all safety precautions are excluded and anticipated to be the Contractor's responsibility.

4.4. Progress Meetings – AECOM and its subconsultants will participate in construction progress meetings with the contractor and Client consisting of two telephone conference per month during construction. It is anticipated that up to two AECOM staff will participate in these meetings.

4.5. Substantial Completion – AECOM will perform one substantial completion inspection site visit to be attended by up to one person to determine whether the Work is substantially complete in accordance with the requirements of the Contract Documents.

4.6. Final Completion – AECOM and its subconsultants will perform one final inspection site visit to be attended by up to one person to determine whether the Work is substantially complete in accordance with the requirements of the Contract Documents.

Project Assumptions / Exclusions

1. Existing Site Data and Design
    - AECOM will rely on all information supplied by the City of Titusville as accurate and correct.
    - Existing building services can support the proposed MEP modifications.

2. Construction Budget
    - AECOM assumes a construction budget to be approximately $500,000
    - If there is a substantial change in the construction cost or in the scope of the program tied to that cost, AECOM will reassess the required level of effort. Should this change create a significant gap between the original assumptions and the revised project needs, AECOM will propose an additional services request to address the discrepancy. AECOM assumes that significant changes to the building's design after the design phase submission or later will be addressed as additional services in a new proposal.

3. AECOM assumes that any city of Titusville preferences for building systems will be determined in the Design Phase.

4. AECOM assumes that the City of Titusville will use the submitted plans to the building Department as the set for the general contractors to bid on the project.

5. The following services are excluded from the scope:
    - As Build Drawings
    - Building Commissioning & Training
    - Commissioning
    - Cost Estimating
    - Fire Alarm Design
    - Fire Protection Design
    - Furniture Budget and Cost Estimating
    - Furniture/equipment procurement, purchasing and installation
    - Furniture Selection and specifications
    - LEED Certification Services
    - Life Cycle Cost (ROI) Analysis
    - Mobile Phone Coverage Enhancement Design
    - Mood boards
    - Network Design
    - Observation and Testing of Pertinent Construction Materials
    - Plumbing Engineering
    - Post Occupancy Inspections/Evaluations

- Renderings
- Security Design
- Smart Building Design
- Warranty reviews
- Wayfinding & Signage Design

6. Two Drawings and Specification Packages will be prepared, one for Station 13 and one for Station 11 & Fire Headquarters Building.
7. Value engineering activities after the Design Phase will be conducted as an additional service.
8. Preparation of energy code compliance submittals and/or public utility rebate program submittals is excluded.
9. Project Schedule
    - AECOM proposes the following preliminary project schedule. This schedule will be refined at the inception of the project to agree with LYNX.
    - Part 2 – Design Phase 6 Weeks (Est)
    - Part 3 – Permitting & Bidding Phase 6 Weeks (Est)
    - Part 4 – Construction Phase Services 14 Weeks (Est)

10. Statutory Authorities, Applicable Codes, Design Standards
    - The project will be designed in accordance with the following local codes and ordinances and are as follows:
        - Florida Building Code – 8th Edition (2023) - Building
        - Florida Building Code – 8th Edition (2023) – Accessibility
        - Florida Building Code – 8th Edition (2023) – Plumbing
        - Florida Building Code – 8th Edition (2023) – Mechanical
        - Florida Building Code – 8th Edition (2023) – Energy Conservation
        - Florida Building Code – 8th Edition (2023) – Fuel Gas
        - National Electrical Code (2017)
    - In the case of a conflict between codes, the more stringent will apply.

11. Document Controls and Documentation Standards
    - Releases will be required to turnover the Revit files (or AutoCAD drawings depending on discipline) to the contractors.
    - Piping smaller than 2” will not be modeled.
    - Conduit smaller than 2” will not be modeled.
    - Final pipe connection to plumbing fixtures and equipment will not be made. Pipe and equipment hookups are shown in standard details.
    - Specifications will be created using MasterSpec and will be organized using CSI (Construction Specifications Institute) MasterFormat in the Construction Document Phase.

12. Project Meetings and Project Controls
    - Meetings will be conducted virtually via Microsoft Teams or otherwise equivalent digital platform.

13. Fees & Taxes
    - City of Titusville will be responsible for application fees and applicable sales taxes.

- General Contractor/s and/or Construction Manager/s-at-Risk will pay Building Permit fees.

The total cost for this task is $95,944.250. A detailed budget breakdown is attached.

The point of contact for AECOM is John Dietz, Project Manager, email john.dietz@aecom.com, Office 407-284-4863.

If there are any questions or concerns, please contact me.

Sincerely,
AECOM Technical Services, Inc. **9/24/25**

John Dietz
AECOM
Architect & Project Manager

Randy Mejeur
AECOM
Task Authorized Signatory/VP

CHANGE ORDER APPROVAL FORM

City of Titusville
Purchasing & Contracting Division

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

CHANGE ORDER TYPE

☐ CONTRACT ☐ WORK ORDER ☑ TASK ORDER ☐ PURCHASE ORDER

CONTRACT/PO#: CO23Q006_TB_AECOM **PROJECT NAME:** Fire Station Humidity Assessments
CONTRACTOR: AECOM, Inc.
ADDRESS: 390 N. Orange Ave, Ste 750, Orlando, 328 **CHANGE ORDER#:** 1
PM: Sandra Reller **PM EMAIL:** sandra.reller@titusville.com

By the signature affixed below, both the City and the Contractor agree to the following Contract work as per the Change Order stipulated herein. Upon proper execution of this document, the Consultant is hereby notified to commence work. All Change work stated below is hereby incorporated and made a part of the Contract identified above. And all the terms and conditions of said Contract are incorporated herein and in full force and effect while executing the Change work stipulated as follows:

Reason for this Change Order:

To prepare Construction Document drawings & Specifications including; Project Management and Coordination; 100% Design Phase (Construction Documents); Permitting and Bidding Assistance; and Construction Phase Services for Fire HQ, Fire Station 11, & Fire Station 13. The change order includes the following: De-scoping of the audit report - $31,386 credit; Construction documents and specifications - $62,660.25; Permitting & Building - $1,610.00; and Construction Administration - $13,160.00.

TOTAL ORIGINAL CONTRACT/PO AMOUNT			613,015.05
ADDITIONAL TIME AND FUNDING OF PRIOR CHANGE ORDERS		days;	
TOTAL AMOUNT FOR THIS CHANGE ORDER			46,044.25
TOTAL CONTRACT/PO AMOUNT INCLUDING ALL CHANGE ORDERS			659,059.30

Contractor Approval

(as applicable)

Authorized Signature		**Date:**
Printed Name	Title	

Staff Approval

Dept. Head: *(Can execute up to $14,999)*		**Date:**
PCA:		**Date:**
City Attorney: *(Approved as to form) (as applicable)*		**Date:**
City Manager Approval: *(Can execute up to $25,000 OR Capital up to $50,000)*		**Date:**
Mayor Approval: *(As Authorized by Council)*		**Date:**
City Clerk: *(Attest)*	*(City Seal as needed)*	**Date:**
Council Action: *(as applicable)*		**Date:**

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **FY26 Starfire Corporation Contract Amendment for Red, White, & Boom Fireworks Display**

Department/Office: Support Services

Recommended Action:

Approve the requested six-month extension to the Starfire Corporation agreement for the provision of fireworks for the July 4, 2026 event at a cost of $38,500 and authorize the Purchasing & Contracting Administrator to execute the extension agreement.

Summary Explanation & Background:

On February 11, 2020, City Council approved an agreement with Starfire Corporation to provide a fireworks display for the 4th of July Red, White, & Boom event. The original contract was for a period of one year with the option for four additional one-year renewals. The July 2020 event was subsequently postponed due to the COVID 19 pandemic, and the contract was fulfilled in 2021. By mutual agreement, contract renewals were executed in 2022, 2023, 2024, and 2025.

Over the past five years, Starfire Corporation has provided an excellent product and service, prioritizing safety and demonstrating compliance with the contract terms as well as applicable regulations. Starfire representatives have worked effectively with city staff, and their fireworks displays have garnered overwhelmingly positive feedback from the public.

The current service contract expires in February 2026, therefore not covering the period of the July 4th 2026 event. The upcoming 2026 July 4th holiday coincides with the nation’s Bicentennial and due to increased demand, tariffs, material costs, and shipping costs, the pricing for fireworks displays are predicted to increase significantly. Per Florida Statute 287.57(13) the City may execute an extension for a period not to exceed 6 months.

Starfire Corporation has submitted a proposal to provide fireworks for the July 4, 2026 event at a cost of $38,500. This represents a 21% increase over the 2025 cost. Purchasing & Contracting Division staff have conducted market research which indicates cost elements will be volatile in the coming year, with cost predicted to see significant increases which may exceed 150% for 2026. Securing an agreement at this

time will allow the vendor to order materials in advance, avoiding future price increases and ensuring lower costs to the City. As such, staff has determined the terms of the Starfire Corporation proposal to be reasonable and in the best interest of the City.

In addition, executing a six-month contract extension with Starfire Corporation provides staff sufficient time to monitor the market and demand after the Bicentennial date. Should the market demand normalize, a Request for Proposal may be conducted in accordance with policy and regulations for a future contract award.

It is recommended that Council approve a six-month contract extension to the Starfire Corporation agreement to include the July 4, 2026, fireworks display at a cost of $38,500 and authorize the City Manager to execute the extension agreement.

Alternatives:
Do not approve the contract extension and direct staff to initiate an RFP for the 2026 event
Do not approve the contract extension and do not hold a 2026 July 4th fireworks event

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:
Acct 001-5555-513.49-45 GF2401

Strategic Plan:
1 - Quality of Life

Strategic Plan Impact:
The annual Red, White, & Boom Celebration provides a safe, family-friendly, community event for all Titusville citizens and draws visitors from surrounding communities.

ATTACHMENTS:
1. Starfire Corp Contract_SVFW20
2. Startire Contract Extension

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

October 31, 2024

Ms. Audrey Jean Terrizzi, President
Starfire Corporation
682 Cole Road
Carrolltown, PA 15722

Re: Contract Renewal #4 – SVFW20
Annual 4th of July Fireworks Display

Dear Ms. Terrizzi,

In accordance with Article 1 - Term of the contract dated February 11, 2020, between the City of Titusville and Starfire Corporation, the City is hereby requesting to exercise the fourth (4th) and final renewal, noting that the initial display event for year one (2020) was postponed to July 4th, 2021, due to the COVID-19 crisis. The term of the contract will hereby be extended to **February 10, 2026.** In addition, the City has reviewed your written request for a price increase and agrees to pay a total amount of **$31,700** the Fireworks Display scheduled on **July 4th,2025.**

An updated Certificate of Insurance (COI) listing the "City of Titusville, Contract # SVFW20" as an additional insured is requested with the appropriate coverages and limits as specified in Article 36: and Insurance of the agreement document. All other terms and conditions of the original contract remain in full force during the effective period of this renewal.

Mrs. Heather Kenney, Special Projects Coordinator, shall remain as your City's designated representative for the coordination of all work to be performed under this agreement. Mrs. Kenney may be reached at (321)-567-3708 or via email at heather.kenney@titusville.com. All administrative communications for this contract shall be sent to Laura Sidock in Purchasing & Contracting at laura.sidock@titusville.com and Mrs. Kenney shall be provided copies.

We look forward to continuing this successful partnership in the coming year. If you have any questions, please do not hesitate to call.

Please sign below to indicate your concurrence and return to my attention by e-mail.

City of Titusville

Leslie Rothering
Purchasing & Contracting Administrator

Starfire Corporation

Audrey Jean Terrizzi
President

CC: Heather Kenney, Special Projects Coordinator
Thomas Abbate, Assistant City Manager
Purchasing & Contracting file

CONTRACT RENEWAL

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)
(321) 567-3735

October 17, 2023

Ms. Audrey Jean Terrizzi, President
Starfire Corporation
682 Cole Road
Carrolltown, PA 15722

Re: Contract Renewal #3 – SVFW20
Annual 4th of July Fireworks Display

Dear Ms. Terrizzi,

In accordance with Article 1 - Term of the contract dated February 11, 2020, between the City of Titusville and Starfire Corporation, the City is hereby requesting to exercise the third (3rd) administrative one (1) year renewal with one (1) renewal remaining, noting that the initial display event for year one (2020) was postponed to July 4th, 2021, due to the COVID-19 crisis. The term of the contract will hereby be extended to **February 10, 2025** In addition, the City has reviewed your written request for a price increase and agrees to pay a total amount of **$30,700** the Fireworks Display scheduled on July 4th,2024.

An updated Certificate of Insurance (COI) listing the "City of Titusville, Contract # SVFW20" as an additional insured is requested with the appropriate coverages and limits as specified in Article 36: and Insurance of the agreement document. All other terms and conditions of the original contract remain in full force during the effective period of this renewal.

Mrs. Heather Kenney, Special Projects Coordinator, shall remain as your City's designated representative for the coordination of all work to be performed under this agreement. Mrs. Kenney may be reached at (321)-567-3708 or via email at heather.kenney@titusville.com. All administrative communications for this contract shall be sent to Laura Sidock in Purchasing & Contracting at laura.sidock@titusville.com and Mrs. Kenney shall be provided copies.

We look forward to continuing this successful partnership in the coming year. If you have any questions, please do not hesitate to call.

Please sign below to indicate your concurrence and return to my attention by e-mail.

City of Titusville

William S. Larese
City Manager

Starfire Corporation

Audrey Jean Terrizzi
President

CC: Heather Kenney, Special Projects Coordinator
Thomas Abbate, Assistant City Manager
Purchasing & Contracting file

City of Titusville

Purchasing & Contracting Administration
555 South Washington Ave.
Titusville, FL 32796-3584
(321) 567-3734
Fax: (321) 383-5628

"Gateway to Nature & Space"
www.titusville.com

October 21, 2022

Mr. Vincent Terrizzi, Jr., Manager
Starfire Corporation
682 Cole Rd
Carolltown, PA 15722

Re: 3rd Renewal – SVFW20
Annual 4th of July Fireworks Display

Dear Mr. Terrizzi,

In accordance with Item #1 - Term of the contracted dated February 11, 2020, between the City of Titusville and Starfire Corporation, the City is hereby exercising the (3rd) Third one (1) year administrative renewal. The term of the contract is hereby extended to February 10, 2024, noting that the display event for year one (2021) was postponed to July 4th, 2022, due to the COVID-19 Crisis. In addition, the City has reviewed your written request for a price increase and agrees to a **one-year** increase paying a total amount of **$29,000.00** for the Fireworks Display scheduled on July 4th, 2023.

An updated certificated of insurance (COI) listing the "City of Titusville, Contract #SVFW20" as an additional insured is requested with the appropriate coverages and limits as specified in item #29: Insurance of the agreement document. All other terms and conditions of the original contract remain in full force during the effective period of this renewal.

Mrs. Heather Kenney, Special Projects Coordinator, shall remain the City's designated representative for the coordination of all work to be performed under this agreement. Mrs. Kenney may be reached by phone at (321) 567-3708 or via email at heather.kenney@titusville.com. All Administrative communications for this contract shall be sent to my attention and Mrs. Kenney shall be provided copies.

We look forward to continuing this successful partnership in the coming year. If you have any questions, please do not hesitate to call.

Please sign below to indicate your concurrence and return along with the attached amendment to my attention by mail.

City of Titusville

William S. Larese
City Manager

Starfire Corporation

Audrey Jean Terrizzi

~~Vincent Terrizzi, Jr.~~
~~Manager~~
Audrey Jean Terrizzi
President

cc. Heather Kenney, Special Projects Coordinator
Thomas Abbate, Assistant City Manager
Purchasing & Contracting File.

TB/jd

City of Titusville

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555 South Washington Ave.
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December 8, 2021

Mr. Vincent Terrizzi, JR, Manager
Starfire Corporation
682 Cole Rd
Carrolltown, PA 15722

RE: 1st Renewal – SVFW20
Annual 4th of July Fireworks Display

Dear Mr. Terrizzi,

In accordance with Item #1 – Term of the contracted dated February 11, 2020, between the City of Titusville and Starfire Corporation, the City is hereby exercising the (1st) First one (1) year administrative renewal. The term of the contract is hereby extended to February 22, 2023, noting that the display event for year one (2021) was postponed to July 4th, 2022, due to the COVID-19 Crisis. In addition, the City has reviewed your written request for a price increase and agrees to a **one-year** increase paying a total amount of **$26,000.00** for the Fireworks Display scheduled on July 4th, 2022.

An updated certificated of insurance (COI) listing the "City of Titusville, Contract #SVFW20" as an additional insured is requested with the appropriate coverages and limits as specified in item #29: Insurance of the agreement document. All other terms and conditions of the original contract remain in full force during the effective period of this renewal.

Mrs. Lisa Carstensen, Special Projects Coordinator, shall remain the City's designated representative for the coordination of all work to be performed under this agreement. Mrs. Carstensen may be reached by phone at (321) 567-3708 or via email at lisa.carstensen@titusville.com. All Administrative communications for this contract shall be sent to my attention and Mrs. Carstensen shall be provided copies.

We look forward to continuing this successful partnership in the coming year. If you have any questions, please do not hesitate to call.

Please sign below to indicate your concurrence and return along with the attached amendment to my attention by mail.

City of Titusville

Leslie A. Rothering
Interim Purchasing & Contracting Administrator

Starfire Corporation

Audrey Jean Terrizzi
President 12/13/2021

cc: Lisa Carstensen, Special Projects Coordinator
Thomas Abbate, Assistant City Manager
Purchasing & Contracting file

/tb

Memo

Purchasing & Contracting Administration
555 South Washington Ave.
Titusville, FL 32796-3584
(321) 567-3734
Fax: (321) 383-5628

"Gateway to Nature & Space"
www.titusville.com

To: William S. Larese, City Manager

From: Tracy Bailey, Interim Sr. Procurement Analyst II

Date: February 11, 2020

Re: Starfire Corporation – Annual July 4th Fireworks Display Agreement

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Please find attached the contract (2 copies) between the City and Starfire Corporation for Annual 4th of July Fireworks display, which was presented to City Council on January 14th, 2020 and approved in accordance with recommendations for the City Manager to execute the agreement. I have also attached the Council Summary of Action for reference.

Once fully executed, please return both copies to the Purchasing and Contracting office to my attention for distribution.

Thank you for your assistance.

_X__ Scan to Contracts
____ Scan to Work Orders, Change Orders & Amendments
____ Do Not Scan

Contractor Name – Starfire Corporation
Contract Name – Annual 4th of July Fireworks Display
Contract # SVFW20
Date scanned to Laserfiche 02/11/20
Scanned by Lisa Muntean

City of Titusville
"Gateway to Nature and Space"
555 South Washington Avenue
Titusville, Florida 32796-3584
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Purchasing & Contracting Administration
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www.titusville.com

February 11, 2020

Mr. Vincent Terrizzi, JR, Manager
Starfire Corporation
682 Cole Rd
Carrolltown, PA 15722

Re: Executed Contract #SVFW20
Annual 4th of July Fireworks Display

Dear Mr. Terrizzi,

Enclosed please find a fully executed original contract for the above referenced work. The agreement effective date is February 11, 2020, in accordance to the terms within the agreement. Please coordinate all work to be performed under this agreement with the City's Special Projects Coordinator, Lisa Kubeika. Mrs. Kubeika may be reached by phone at (321) 567-3708 or by email at lisa.kubeika@titusville.com.

The City of Titusville looks forward to doing business with your company.

Sincerely,

Tracy Bailey
Interim Sr. Procurement Analyst II

Enclosures
cc: Lisa Kubeika, Special Projects Coordinator
Thomas Abbate, Assistant City Manager
Purchasing & Contracting file

contract year, to remove and dispose of lime slurry with four (4) optional one-year renewals; and authorize the City Manager to execute the contract.

Approved in accordance with recommendations.

C. Red, White, and Boom - 2020 Fireworks Vendor Contract

Award contract for July 4th Fireworks display to Starfire Corporation of St Benedict, PA in the amount of $22,000 and authorize staff to commence our annual fundraising drive to help offset event costs.

Approved in accordance with recommendations.

D. Clean Vessel Act Grant; CVA19-967

Accept the Clean Vessel Act grant agreement with the State of Florida Department of Environmental Protection in the amount of $21,744.64 for the purchase and installation of replacement Engines for the Pump-Out Vessel. Authorize the City Manager or his designee to execute the grant agreement. Additionally, approve the budget amendment recognizing the grant revenue of $21,744.64 and authorizing the required city match of $7,248.21.

Approved in accordance with recommendations.

E. Award Contract to Slip Line Various Gravity Sewer Mains

Approve the award of an agreement with Granite Inliner (formerly Layne Inliner), LLC of Sanford, Florida pursuant to City of Orlando annual contract #IFB16-007 for slip lining of various gravity sewer mains throughout the City for an amount not to exceed $200,000 for FY 20 and authorize the Mayor to execute the contract.

Approved in accordance with recommendations.

F. Award of Contract - Annual Contract to Rehabilitate Stormwater Pipes with CIPP Liner

Approve the award of a contract, subject to the resolution of the contract terms by the City Attorney and City Manager to Hinterland Group, Inc. of Cocoa, Florida in the amount of $150,000 annually to furnish and install Cure In-Place Pipe (CIPP) Liner with a three (3) year initial term and two (2) optional one-year administrative renewals; and authorize the Mayor to execute the contract.

Approved in accordance with recommendations.

G. Work Order for Engineering Services for Septic to Sewer Conversion and Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement, SOIRL 19-109

Fourth of July Fireworks Display
Annual Services Agreement

THIS AGREEMENT, made and entered into this 11th day of February, 2020, by and between the City of Titusville, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and Fireworks by Starfire Corporation located at 566 Theatre Road, St. Benedict, PA, 15773, hereinafter referred to as the ("Contractor" or "Vendor"), sets forth that;

WHEREAS, the City desires to engage a Contractor who has special and unique competence and experience in pyrotechnics and fireworks displays; and

WHEREAS, the Contractor represents that it is duly licensed and it has such competence and experience in providing pyrotechnics and fireworks displays; and

WHEREAS, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and

WHEREAS, the City and the Contractor desire to reduce to writing their understanding and agreements on such;

IT IS, THEREFORE, AGREED as follows:

1. TERM. The term of this Agreement shall be for one (1) year from the date hereof, and renewable for four (4) optional one (1) year periods upon mutual consent of the parties.

2. AGREEMENT DOCUMENTS. The Agreement Documents (also called CONTRACT DOCUMENTS) consist of this Agreement and the Contractor's Proposal received by email on December 9, 2019, attached hereto as Exhibit 1, with all related Documents, any other documents listed in the Agreement Documents, and written modifications issued after execution of this Agreement, if any.

(a) Intent. The Scope of Work is an integrated part of the Contract Documents and as such will not stand alone if used independently. These documents establish minimum design standards of quality for the specified work. They do not purport to cover any details entering into the design and construction of materials or equipment. The intent of the Agreement Documents is to set forth requirements of performance. It is also intended to include all labor and materials, equipment, tools and transportation necessary for the proper execution of the Work, to

require new material and equipment unless otherwise indicated, and to require complete performance of the Work in spite of omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Agreement Documents and reasonably inferable from them as being necessary to produce the intended results.

(b) Entire and Sole Agreement. Except as specifically stated herein, the Agreement Documents constitute the entire agreement between the parties and supersede all other agreements, representations, warranties, statements, promises, and understandings not specifically set forth in the Agreement Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Agreement Documents.

(c) Amendments. The parties may modify this Agreement at any time by written agreement. Neither the Agreement Documents nor any term thereof may be changed, waived, discharged or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. The City Manager may authorize additional work provided it does not exceed $15,000 and there are sufficient budgeted funds. Any additional work exceeding $15,000 shall be subject to City Council approval.

3. ENGAGEMENT OF CONTRACTOR. The City hereby engages the Contractor and the Contractor hereby agrees to perform a 30-minute fireworks display on July 4th (and subsequent years if renewals are approved) at Marina Park located at 501 Marina Road/Sandpoint Park located at 101 N. Washington Avenue as detailed in Exhibit 2, and the Agreement Documents.

4. SCOPE OF WORK AND RELATED DATA. The intent of the Scope of Work, and other Agreement Documents is that the Contractor furnishes all labor and materials, equipment, supervision, transportation and consumables necessary to provide a 30-minute fireworks display on July 4th annually as described in Section 3 above, hereinafter referred to as "Work", unless specifically noted otherwise. The Contractor shall do all the work described in the Contract Documents and all incidental work considered necessary to complete the Work entirely ready for use in a manner acceptable to the City.

Any discrepancies found between the Contract Documents and/or any errors or omissions in the Contract Documents, shall be immediately reported to the City. The City shall promptly determine the validity and seriousness of the claimed condition and correct any such error or

omission in writing, or otherwise direct Contractor. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

Any correction of errors or omissions in the Contract Documents may be made by the City when such correction is necessary for the proper fulfillment of their intention as construed by City. Where said correction of errors or omissions, except as provided in the next paragraph below, adds to the amount of work to be done by the Contractor, compensation for said additional work shall be negotiated between the parties and must be issued as a written change order before any such additional work is performed or no additional compensation shall be made.

The fact that specific mention of any part of work is omitted in the Contract Documents, whether intentionally or otherwise, when the same are usually and customarily required to complete fully such work as is specified herein, will not entitle the Contractor to consideration in the matter of any claim for extra compensation, but the said work must be installed or done the same as if called for by the Contract Documents. All work and material usual and necessary to make the Work complete in all its parts, whether or not they are indicated or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by the same. The Contractor will not be allowed to take advantage of any errors or omissions in the Specifications. The City will provide full information when errors or omissions are discovered.

5. COMPENSATION. The City will pay the Contractor the prices submitted in the Contractor's bid attached hereto as Exhibit "2". The total authorized amount for initial term is $22,000.00. Payment shall be made for all Work completed by the Contractor which has been accepted by the City and has been properly documented. Payments shall not be made for Work deemed incomplete or deficient by the City. The Contractor shall submit an invoice for acceptance by the City, with supporting documentation of all work completed, to the City of Titusville Finance Department. Payment shall be made within forty-five (45) days after receipt of a properly completed invoice in accordance with the Florida Prompt Payment Act, Florida Statutes 218.70-78.

Pricing for optional renewals may be adjusted based on the change, of the PPI (Producer Price Index) for commodity code 0679-02 (Explosives, propellants and blasting accessories) in Table 9, over the proceeding 12-month period.

Non-Appropriations. The City of Titusville's performance and obligation to pay under this contract is contingent upon annual appropriations by the City Council. The City will endeavor with due diligence to appropriate sufficient funds to defray expenses associated with this Contract

throughout its duration.

Claims. Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before work starts on the changes or revisions. If the Contractor deems that extra compensation is due for work not covered herein, or in a Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional work requested by the City until the parties execute an appropriate agreement. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as proving the validity of the claim.

6. PROJECT SCHEDULE. The Contractor shall perform the fireworks display on July 4, 2020 beginning at approximately 9:15 p.m. and ending 30 minutes later. Contractor shall be awarded the necessary time to deliver, and set-up for fireworks display, as well as to take down and remove set-up.

Postponement of the display may occur because of rain or inclement weather or for other reasons as determined by the City. If a postponement should become necessary, City shall notify vendor as soon as possible. However, with good weather prevailing, no postponement shall occur if fireworks have been removed from the shipping cartons and set-up in preparation for the display. The determination of what constitutes removal and set-up shall be made between the City and the vendor. In such event, the display shall be carried out without any deduction in the contract amount. In the event of postponement the following provision shall apply:

a. If vendor is notified by 8:00 a.m. on the date of the display, that the display is postponed until the following 4th of July, the City will pay an additional surcharge of 10% of the contract amount or $1,500.00 whichever is greater.

Note: The provisions above is intended to do nothing more than defray labor, transportation and related expenses incurred by contractor.

7. TERMINATION OF CONTRACT. This Agreement may be terminated by the City with or without cause provided at least five (5) days written notice of such termination shall be given to the Contractor. Upon receiving notice of termination, the Contractor shall discontinue the Work on the date, to the extent specified in the notice, and shall place no further orders for materials, equipment, services or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

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

8. CITY'S PROJECT MANAGER. City shall designate a Project Manager. All work done shall be subject to the review of the City. Any and all technical questions, which may arise as to the quality and acceptability of the work, performed, or work to be performed, interpretation of Technical Specifications and all technical questions as to the acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions. The Work shall be subject at all times to review by the City. Such review may include site and equipment inspection. The City will provide a completed checklist, attached hereto as Exhibit "A", to the Contractor on a monthly basis as feedback for any corrective action needed. In any case where the fulfilling of the requirements of the Agreement or any restoration work embraced in or required thereby, Contractor disturbs any works guaranteed under another agreement, Contractor shall restore such disturbed work to a condition satisfactory to the contracting officer and guarantee such restored work to the same extent as it was guaranteed under such other contract. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Purchasing and Contracting Administrator.

9. CONTRACTOR'S DUTY. Contractor shall provide, deliver and secure fireworks to the designated point of fire area. The Contractor shall provide a single point interface between the

City and the Contractor on all matters concerning the contract. Contractor shall begin the fireworks display one the City's Project Manager provides permission. Display shall last a full 30 minutes. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall perform fireworks display in strict compliance with N.F.P.A. 1123 safety standards and incorporate products that meet LIDU or other applicable safety standards.

Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

Unless otherwise provided in the Contract Documents, Contractor shall pay all sales, use and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all required federal, state and local licenses necessary to perform the Work required under the Contract Documents.

10. PERSONNEL. The Contractor represents that it will secure at its own expense all personnel and sub-Contractors required for services, which are necessary to complete the Work as described in this Agreement. All services under this Agreement shall be performed by the Contractor or sub-Contractor and all persons engaged in work under the Agreement shall be qualified to perform such services and authorized under federal, state and local laws to perform such services. Personnel who perform services under this Agreement shall not be employees of the City.

All workers must have sufficient knowledge, skill, experience and certification required to properly perform the work assigned to them. Any worker, including supervisors, employed by the Contractor or subcontractors who, in the opinion of the City does not perform work under this Agreement in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately and shall not be employed again in any portion of the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractor or persons employed by subcontractors.

11. CITY SUPERVISION. The City Representative, or designee, shall monitor work performance. Any deviations, with respect to performance as required by this scope of work, will be reported to the City Representative for appropriate administrative actions.

In any case where the fulfilling of the requirements of the Agreement or any restoration work embraced in or required thereby, the Contractor disturbs any work guaranteed under another agreement, the Contractor shall restore such disturbed work to a condition satisfactory to the contracting officer and guarantee such restored work to the same extent as it was guaranteed under such other contract.

12. PROTECTION OF PERSONS AND PROPERTY. Contractor shall perform fireworks display in strict compliance with N.F.P.A. 1123 safety standards and incorporate products that meet LIDU or other applicable safety standards.

The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. This Contract requires that the Contractor and any and all subcontractors hired by the Contractor comply with all relevant standards of the Occupational Safety and Health Act. Failure to comply with the Act constitutes a failure to perform. The Contractor agrees to reimburse the City for any fines and/or court costs arising from penalties charged to the City for violations of OSHA committed by the Contractor or any and all subcontractors.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all employees on the Work and all other persons who may be affected thereby; all the work materials and equipment to be incorporated therein, whether in storage on or off the project site, under the care, custody or control of the Contractor or any of his subcontractors; and other property on the site or adjacent thereto, including vehicles and equipment therein, structures and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall insure that its contract work does not impair the proper functioning of these utilities.

The City has the right to order the Contractor to discontinue hazardous work practices upon

verbal or written notice. It is required that the Contractor keep and maintain all the necessary protective devices in place and in proper condition at all times where Work is being performed to prevent injury to persons or damage to public or private property.

The Contractor shall be held fully responsible for such safety and protection until final written acceptance of the Work.

13. CONTRACTOR'S RESPONSIBILITY FOR WORK. Until acceptance of the Work by the City, the Work shall be under the charge and care of the Contractor, and it shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work or City vehicle and equipment occasioned by any cause, other than the sole and active negligence of the City, before its completion and acceptance.

Materials and equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. Stored materials and equipment shall be located so as to facilitate prompt inspection.

14. CLEANING UP. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work. At the completion of the Work, the Contractor shall manage and conduct complete breakdown and clean-up of the fireworks launch site including removal of any debris from discharged fireworks, all his rubbish, tools and surplus materials, unless more exactly specified, and shall insure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner. At no additional expense to the City, the Contractor will restore to their original conditions or better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, etc., disturbed or damaged during the prosecution of the Work. Final payment will be withheld until such clean up and repairs are completed

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned by an independent labor force. The cost of cleaning by said independent labor force shall be deducted from moneys due the Contractor.

15. SUBCONTRACTS AND ASSIGNABILITY. The Contractor 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. Any sub-contracts or other work, which is performed, by persons or firms other than the Contractor under this Agreement or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or Contractors required by the Contractor in connection with services covered by this Agreement must be specifically approved by the City.

16. INDEMNIFICATION. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify, hold harmless and defend the City of Titusville, its officers, agents, officials, representatives and employees from all claims, actions or suits, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said contractor's operations relating to this contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the Work; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission by said contractor or that of a subcontractor, or anyone employed by them, or for whose acts contractor or a subcontractor may be liable; or because of any claims or amounts recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws.

Should the contractor fail to maintain adequate protection for the City a portion of the money due the Contractor under the Contract, as may be considered necessary by the Purchasing & Contracting Administrator, may be retained for use by the Owner to address all such claims. In case no money is due, the Contractor's Surety shall be held until such suit(s), action(s), or claim(s) for damage(s) or injury(ies) as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Purchasing & Contracting Administrator. The exception being that money due the Contractor will not be withheld under this provision when the Contractor produces satisfactory evidence that he has, in the opinion of the Owner, adequate insurance coverage.

The Contractor guarantees the payments of all just claims for materials, supplies, tools, labor and other just claims against him or any subcontractor in connection with the Contract. The Contractor's bond will not be released by final acceptance and payment by the Owner unless all such claims are paid or released. Final waivers of liens for all subcontractors shall be provided to the Purchasing & Contracting Administrator in a timely manner after request for a final inspection.

The indemnification provided herein, shall obligate Contractor to defend, at its own expense, to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, of any and all claims of liability and all suits and actions, of every name and description stated above, that may be brought against the City whether performed by Contractor, or persons employed or utilized by Contractor. In the event that action or proceeding is brought against the City by reason of any such claim or demand, Contractor shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to the City. These indemnifications shall survive the term of this Contract.

17. INTERESTS OF CITY OFFICIALS. No officers, members or employees of the City and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

18. CERTIFICATION OF RESTRICTIONS ON LOBBYING. The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

19. CONFLICT OF INTEREST. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The

Contractor further covenants that no person having any such interest shall be employed by him/her during the performance of this Agreement. The Contractor shall not undertake any professional work, which conflicts with his duties as the City's Contractor without the prior written consent of the City during the term of this Agreement. Any work where the Contractor can reasonably anticipate that it may be called to testify as a witness against the City in any litigation or administrative proceeding will constitute a conflict of interest under this Agreement.

20. COMPLIANCE WITH LAW. The Contractor expressly agrees to comply with all laws and regulations relating to providing services under this Agreement. The failure of the Contractor to adhere to any law or regulation pertaining to furnishing services under this Agreement shall constitute a material breach of this Agreement.

21. WAIVER. The waiver by the City of any of the Contractor's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the Contractor under this Agreement.

22. PUBLIC ENTITY CRIME. The Contractor shall file a sworn statement with the City, which is Attachment I, stating whether a person or affiliate as defined in Section 287.133 (1), Florida Statutes, has been convicted of a public entity crime subsequent to July 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

23. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this paragraph, the City shall have the right to terminate the Agreement without liability and, at its discretion, deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

24. DRUG-FREE WORKPLACE. The contract documents also consist of the "Drug-Free Workplace Form" which is in accordance with Florida Statute 287.087 and must be signed.

25. 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.**

26. LIQUIDATED DAMAGES. Not required for this Agreement.

27. BOND. Not required for this agreement.

28. CONSTRUING PROVISIONS. This Agreement shall not be construed against the party who drafted the same, as both parties have obtained experts of their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the general terms of this Agreement, the provisions of the latter shall prevail.

29. INSURANCE. The Contractor agrees to carry insurance, of the types and subject to the limits as set forth below and maintain said insurance during the life of this agreement:

a. Workers' Compensation - Contractor shall purchase workers' compensation insurance as required by law or prove exemption status. The Contractor must provide a Waiver of Subrogation endorsement in favor of the City of Titusville, a municipal corporation of the State of Florida ("City").

b. Commercial General Liability - Contractor shall purchase Commercial General Liability insurance with a $5,000,000 combined single limit for each occurrence to include the following coverage: operations, products and completed operations, personal injury, contractual liability covering this Contract, "X-C-U" hazards and property damage in the amount of $1,000,000.

c. Commercial Auto Liability - Contractor shall purchase Commercial Auto Liability insurance with a minimum combined single limit of $5,000,000, including hired and non-owned liability and $1,000,000 medical payment. Must meet all DOT requirements.

Further, Contractor shall maintain such insurance as is reasonably required to satisfy its obligations to protect the Work paid for by the City but not yet accepted.

The insurance company selected shall be A- or better per the Best's Key Rating Guide. The Contractor and the insurance company(s) shall agree to furnish the City thirty (30) days written notice of their intent to cancel or terminate said insurance. It is the full responsibility of the contractor to ensure that all sub-contractors have full insurance coverage as stated above.

The Contractor shall not commence the Work under this contract until it has obtained all the insurance required under this paragraph and certificates of such insurance have been submitted to the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required has been so obtained and approved by the City. The Contractor shall carry and maintain until acceptance of the Work, insurance as specified herein and, in such form, as shall protect him and any subcontractor performing work under this Contract, or the City, from all claims and liability for damages for bodily injury, including accidental death, under this

Contract, whether by himself or by any subcontractor or by any one directly or indirectly employed by either of them.

The contractor shall furnish to the City certificates of insurance naming the City and Brevard County as additionally insured for Commercial, Automobile and Umbrella Liabilities. Such policies will be endorsed to provide primary and non-contributory coverage to the Additional Insured in relation to any and all other liability insurance policies carried by or for the benefit of the Additional Insured.

30. INDEPENDENT CONTRACTOR. Vendor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Consultant's facilities and do not violate any confidentiality requirements of this Agreement. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the City provides training, equipment, materials, or facilities or otherwise facilitate performance of the Work, this shall not affect any of Contractor's duties hereunder or alter Contractor's status as an independent contractor.

31. RIGHT OF THE OWNER TO TERMINATE CONTRACT. If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of his property; or if it should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or

materials for the Work under the Contract; or persistently disregard instructions of the Purchasing & Contracting Administrator; or fail to observe or perform any provisions of the Contract Documents; or otherwise be guilty of a substantial violation of any provisions of the Contract Document, then the Owner may -- by at least five (5) days prior written notice to the Contractor -- without prejudice to any other rights or remedies of the Owner under the contract, terminate the Contractor's right to proceed with the work. In such event, the Owner may take over the Work and proceed with same to completion -- by Contract or otherwise -- and the Contractor and its Sureties shall be liable to the Owner for any excess cost incurred by the Owner. In such case, the Owner may take possession of and utilize in completing the work, such necessary materials, appliances, and plant as may be on the site of the project. The foregoing provisions are in addition to, and not in limitation of, the rights of the Owner under any other provisions of the Contract Documents.

32. 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:

1. As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract the Contractor agrees to:

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

   (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.

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

contract term and following the completion of the contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer, at no cost to the City, all public records in 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.

2. The term "public record" as used in this provision includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the City.
3. THE CONTRACTOR AGREES THAT NO PUBLIC RECORD DEEMED CONFIDENTIAL UNDER FLORIDA OR FEDERAL LAW WILL BE RELEASED BY THE CONTRACTOR TO ANYONE OTHER THAN THE CITY ATTORNEY'S OFFICE OR CITY'S CUSTODIAN OF PUBLIC RECORDS. NO PUBLIC RECORDS DEEMED EXEMPT FROM THE PUBLIC RECORDS LAW, CHAPTER 119, FLORIDA STATUTES, WILL BE RELEASED OR PROVIDED TO ANYONE OTHER THAN THE CITY ATTORNEY'S OFFICE OR CITY'S CUSTODIAN OF PUBLIC RECORDS, EXCEPT WITH THE WRITTEN APPROVAL OF THE CITY ATTORNEY OR ITS DESIGNEE. THE CONTRACTOR AGREES THAT IT WILL NOT WITHHOLD ANY PUBLIC RECORD FROM THE CITY FOR ANY REASON INCLUDING A CLAIM THAT THE PUBLIC RECORD IS EXEMPT, CONFIDENTIAL, PROPRIETARY, OR A TRADE SECRET.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONTRACTOR'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. Washington Ave., Titusville FL 32796.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated.

CONTRACTOR:

By _____

Date 01/29/2020

OWNER:
City of Titusville
P. O. Box 2806
Titusville, FL 32781-2806

By _____
William S. Larese, City Manager

Date 11 Feb 20

ATTEST

_____
Wanda Wells, City Clerk
Date 2-11-20

APPROVED AS TO FORM:

_____
Richard Broome, City Attorney
Date 2-11-20

Staff Review & Preparation:

_____ Date 2/10/20
April Chapman, Interim Purchasing & Contracting Administrator

_____ Date 02/10/2020
Thomas A. Abbate, Assistant City Manager

	CONTRACT EXTENSION **SVFW20**	*City of Titusville* *Purchasing & Contracting Division* *PO Box 2806 (555 South Washington Avenue)* *Titusville, FL 32781-2806 (32796-3584)*

October 1, 2025

Ms. Audrey Jean Terrizzi, President
Starfire Corporation
682 Cole Road
Carrolltown, PA 15722

Re: Contract Extension – SVFW20
Annual 4th of July Fireworks Display

Dear Ms. Terrizzi,

The City is hereby requesting to exercise a 6-month administration extension to allow for processing of a new solicitation. The term of the contract will hereby be extended to **August 10, 2026.** In addition, the City has reviewed your written request for a price increase and agrees to pay a total amount of **$38,500** for the Fireworks Display scheduled for **July 4, 2026.**

An updated Certificate of Insurance (COI) listing the "City of Titusville" as an additional insured is requested with the appropriate coverages and limits as specified shall be provided for the contract file. The extension Agreement also consists of the "Human Trafficking Affidavit Form" which is in accordance with Florida Statute 787.06(13) and must be signed. All other terms and conditions of the original contract remain in full force during the effective period of this renewal.

Mrs. Heather Kenney, Special Projects Coordinator, shall remain as your City's designated representative for the coordination of all work to be performed under this agreement. Mrs. Kenney may be reached at (321)-567-3708 or via email at heather.kenney@titusville.com. All administrative communications for this contract shall be sent to Laura Sidock in Purchasing & Contracting at laura.sidock@titusville.com and Mrs. Kenney shall be provided copies.

We look forward to continuing this successful partnership in the coming year. If you have any questions, please do not hesitate to call.

Please sign below to indicate your concurrence and return to my attention by e-mail.

City of Titusville

_____
Thomas Abbate
City Manager

Starfire Corporation

_____
Audrey Jean Terrizzi
President

CC: Heather Kenney, Special Projects Coordinator
Purchasing & Contracting file

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Joe Denaro, Human Resources Director

Subject: **2026 Medicare Medical and Pharmacy Plan Options for City Retirees for January 1, 2026 through December 31, 2026**

Department/Office: Human Resources

Recommended Action:

Approve the 2026 Medicare Supplement and Medicare Part D Prescription Drug Plan renewal with Cigna and approve the 2026 Medicare Advantage PPO Plan with RX with Humana for City retirees eligible for Medicare; and authorize the City Manager to execute the agreement documents upon review and approval from Purchasing , the City Attorney and the City Manager.

Summary Explanation & Background:

The City will continue offering the Medicare Supplement Plan N and Medicare Part D Prescription Plan with Cigna and the Medicare Advantage PPO Plan with RX administered by Humana effective January 1, 2026, through December 31, 2026, to retirees who are eligible for Medicare. The renewal for Cigna Medicare Surround (Supplement N) increases the monthly rate by 12% for Florida residents and 10% for out of state residents in accordance with the State of Florida rate regulations. Cigna Prescription Drug Plan renewal reflects a 4% increase over current, but is still below the 2024 pre-RFP rate of ($222.32/month vs. $227.49/month). Cigna Rx Medicare (PDP) will become Health Spring Rx (PDP) on January 1, 2026. Health Care Services Corporation purchased Cigna Medicare business.

The Humana Medicare Advantage Plan renewal reflects a 12.76% increase over the current 2025 rate from $349.36 to $393.95 and no plan design changes. The Humana MA-PD 2026 renewal is +$44.59 vs current and +$10.63 vs. 2024 Aetna (pre-RFP).

The Cigna Medicare Surround Supplement Plan N Florida coverage rates are determined by the issue age of the policy to each individual member as referred to in the attached financial proposal from Cigna Healthcare. The total number of eligible retirees covered by the Cigna Medicare plan is 142. There are 54 current Medicare Advantage-PD enrollees.

Alternatives:

Do not approve the options.

Item Budgeted:
Yes - 510-5555-519.45-01

Source/Use of Funds/Budget Book Page:
Fund 510 Fully Insured

Strategic Plan:
Goal 3: Financial Stability

Strategic Plan Impact:
Maintain financial stability while providing the City of Titusville retirees who are Medicare eligible with a healthcare benefit that is cost-efficient for the City and meets the statutory requirements for continuation of coverage.

ATTACHMENTS:
1. Cover Letter -_City of Titusville_ HCSC Ltr
2. 2026_City of Titusville_3329453_PDPER_A
3. City of Titusville - Med Surround Renewal - 1.1.2026 v1
4. 2026 City of Titusville Humana MA PPO Rate Sheet_Updated

We are pleased to share the attached 2026 renewal proposal for the **City of Titusville**. The proposed 2026 RX rate is **$222.32** which represents a **4%** increase.

As we communicated earlier this year, our Medicare plans, now wholly owned by Health Care Service Corporation (HCSC), remain focused on delivering a positive and seamless experience for you and your retirees. You will continue to work with the same knowledgeable and committed support team dedicated to you and your retirees. We look forward to sharing more about the advantages of this integration in the future, including:

- New member portal with health engagement technology
- Enhanced employer portal with self-service enrollment reporting capabilities
- New customer service tool that will enhance the customer service experience

For now, we'd like to share the following updates you can expect for 2026:

- Medicare Part D $2,100 out-of-pocket Catastrophic threshold
- New branding…our new name is HealthSpring
- New ID cards will be mailed to all members in December for the 2026 plan year
- Customer Service and other plan phone numbers will remain the same in 2026

This renewal contains important details of your group retiree plan(s). The renewal package includes the following:

- Employer Benefits Summary including rates, Caveats, Exclusions, Definitions, and Terms and Conditions
- Group Retiree Solutions 2026 Rate and Benefit Summary Confirmation Form

Once everything is in order, I'll ask for you to ***please sign and return the Rate and Benefit Summary Confirmation Form no later than Friday, August 29, 2025***, so that we'll have appropriate time to process your renewal.

We are here to assist with any process changes and questions as we make the transition for plan year 2026. Know that our priority is a seamless integration for you and your retirees.

As always, we are proud to provide the appropriate focus and resources to drive better total health outcomes, a high level of retiree satisfaction, and continued long-term savings.

We would be honored to continue our partnership and are readily available to address any questions you may have.

Sincerely,

Tyriney Sims-Caudle

Senior Client Advisor, Group Retiree Solutions

Health Care Service Corporation (HCSC)

Email: Tyriney Sims-Caudle@CignaHealthcare.com |Phone: 404-655-9129

City of Titusville
Medicare Prescription Drug Plan

Effective Date	2026-01-01
End Date	2026-12-31
Number of Medicare Beneficiaries	129
Funding Type	Fully Insured
Situs State	FL

Plan Name	Plan Membership	Total Premium
PDP	129	$ 222.32

Please refer to the Terms and Conditions of this proposal and the Benefit Summary with the benefit details.

All Medco products and services are provided exclusively by or through operating subsidiaries or affiliates of Medco, including Medco Containment Life Insurance Company and Medco Containment Insurance Company of New York. The Medco name, logos, and marks are owned by Medco, or an affiliate of Medco. Medco contracts with Medicare to offer Part D Prescription Drug Plans (PDP) in select states. Enrollment in a Medco product depends on contract renewal.

City of Titusville- Prescription Drug Plan
SUMMARY OF BENEFITS

Plan Type		Prescription Drug Plan
Effective Dates		January 1, 2026 - December 31, 2026
Funding Type		Fully Insured
Situs State		FL
Benefit Option Code		PDPER
Rx Formulary		Standard
Pharmacy Network		Medicare Broad Network
Pharmacy Accumulation Period		Calendar Year
Benefit Description		**What the Customer pays**
Deductible Phase		
Individual Deductible		$0
Individual Deductible Applies to		N/A
Plan Out-of-Pocket Maximum		
Plan Out-of-Pocket Maximum		$2,000
Initial Coverage Level		
Standard Retail Pharmacy (1-30 Day Supply)	Tier 1	$10.00
	Tier 2	$25.00
	Tier 3	$50.00
	Tier 4	$50.00
Standard Retail Pharmacy (31-60 Day Supply)	Tier 1	$20.00
	Tier 2	$50.00
	Tier 3	$100.00
	Tier 4	Not Available - Specialty drugs only available up to 30-day
Standard Retail Pharmacy (61-90 Day Supply)	Tier 1	$30.00
	Tier 2	$75.00
	Tier 3	$150.00
	Tier 4	Not Available - Specialty drugs only available up to 30-day
Long-Term Care (1-31 Day Supply)	Tier 1	$10.00
	Tier 2	$25.00
	Tier 3	$50.00
	Tier 4	$50.00
Standard Mail-Order Pharmacy (1-30 Day Supply)	Tier 1	$10.00
	Tier 2	$25.00
	Tier 3	$50.00
	Tier 4	$50.00
Standard Mail-Order Pharmacy (31-60 Day Supply)	Tier 1	$20.00
	Tier 2	$50.00
	Tier 3	$100.00
	Tier 4	Not Available - Specialty drugs only available up to 30-day
Standard Mail-Order Pharmacy (61-90 Day Supply)	Tier 1	$30.00
	Tier 2	$75.00
	Tier 3	$150.00
	Tier 4	Not Available - Specialty drugs only available up to 30-day
Out-of-Network Coverage (1-30 Day Supply)		Cost-sharing is the same as In-Network Standard Retail Pharmacy, and benefit is limited to a 30 Day Supply
Catastrophic Coverage (Standard Part D Out-of-Pocket Maximum)		**$2,100**
Generic Drugs		$0
Brand Drugs		$0

Clinical Management	
Are the following clinical programs included or waived?	
Step Therapy	Included
Prior Authorizations	Included
Quantity Limits	Included
Specialty Drugs	
Generic and Brand High Cost Specialty Drugs	Limited to one month supply
Opioids	
Opioids (all tiers)	Limited to one month supply
Supplemental Coverage	
Fertility Drugs	No
Prescription Vitamins	No
Cold & Cough Preps	No
Weight Loss/Weight Gain	No
Sexual Dysfunction/Lifestyle	No
Courtesy & DESI Drugs	Yes
Adherence Package (Preventive Preferred Brand and Generic Drugs and Diabetic Drugs and Supplies)	No
Preventive Generic Drugs	No
Preventive Diabetic Drugs and Supplies	No
Preventive HIV Drugs	No
Smoking Cessation/Deterrent Medications	No
State Mandated Benefits	
State Mandated Benefits	Mail order equalization applies.
Non-Standard Benefits	
State Mandate Required (Non-Standard Benefits)	None
Non-Standard Benefits	None

City of Titusville- Prescription Drug Plan
CAVEATS, EXCLUSIONS and DEFINITIONS

The Employer Part D program does not integrate with medical plan deductibles, out-of-pocket maximums, or annual maximums.

Only retirees and their dependents who are entitled to Medicare Part A and/or enrolled in Part B are included in this quote. If a retiree or dependent is not entitled to Medicare Part A and/or not enrolled in Part B, then they are not eligible to join this plan.

Billing for this product is on a per member per month basis. Each enrollee will be set up on their own eligibility record and the employer group will be charged a single per Medicare member per month premium rate.

We reserve the right to adjust the benefits and/or premiums in this proposal if such adjustments are necessary to comply with current Centers for Medicare & Medicaid Services (CMS) rules and regulations, and applicable pharmacy state mandates.

Drug Exclusions:
A Medicare Prescription Drug Plan can't cover a drug that would be covered under Medicare Part A or Part B. Also, while a Medicare Prescription Drug Plan can cover off-label uses (meaning for uses other than those indicated on a drug's label as approved by the Food and Drug Administration) of a prescription drug, we cover the off-label use only in cases where the use is supported by certain reference book citations. Congress specifically listed the reference books that list whether the off-label use would be permitted (these reference books are: (1) American Hospital Formulary Service Drug Information, (2) the DRUGDEX Information System).

By law, certain types of drugs, or categories of drugs, are not covered by Medicare Prescription Drug Plans. These drugs are not considered Part D drugs and may be referred to as “exclusions” or “non-Part D drugs.” These drugs include:

- Non-prescription drugs (or over-the-counter drugs).
- Drugs used for anorexia, weight loss, or weight gain.
- Drugs when used to promote fertility.
- Drugs when used for cosmetic purposes or hair growth.
- Drugs when used for the symptomatic relief of cough and colds.
- Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations.
- Outpatient drugs for which the manufacturer seeks to require that associated tests or monitoring services be purchased exclusively from the manufacturer as a condition of sale.
- Drugs, such as Viagra, Cialis, Levitra, and Caverject, when used for the treatment of sexual or erectile dysfunction.

In addition, the following exclusions apply to any service that is a covered expense under this plan, but is not covered by Medicare:

- Expenses for supplies, care, treatment, or surgery that are not medically necessary.
- To the extent that payment is unlawful where the person resides when the expenses are incurred.
- Charges which a customer is not obligated to pay or for which they are not billed or for which would not have been billed except that they were covered under this plan.

Definitions

Day Supply Proration:
Usually, the amount for a covered prescription drug is a one month supply. However, if the amount is less than a one month supply, then the amount paid is prorated based on the actual amount received. Proration may not apply in certain circumstances as outlined in CMS guidance. Typically proration applies to oral solid prescriptions.

Retail example: Plan has a $10 copay for a 30 day supply. Actual day supply filled is 10 day supply. Copay is prorated as follows: $10 divided by 30 or $.3333 per day, rounded to $.33, times the day supply of 10, equals $3.30 copay owed by customer.

Long-Term Care example: Plan has a $10 copay for a 31 day supply. Actual day supply filled is 10 day supply. Copay is prorated as follows: $10 divided by 31 or $.3226 per day, rounded to $.32, times the day supply of 10, equals $3.20 copay owed by customer.

Employer Group Waiver Plans (EGWPs):
EGWPs are a type of Medicare plan offered by employers to former employees and members of some companies, unions or government agencies. EGWPs are offered by insurers who contract with CMS to provide coverage for medical and/or prescription drug benefits. CMS grants certain program waivers and/or modifications for EGWP plans that do not apply to individual plans. Waivers enable EGWPs to provide customized benefits, tailored beneficiary educational materials, and more flexible enrollment procedures.

Insulin Drug Products:
Customers won’t pay more than $35 for a one month supply of each insulin product covered by our plan no matter what cost-sharing tier it’s on, even if they haven’t paid the deductible. If the insulin is on a tier where cost-sharing is lower than $35, they will pay the lower cost.

Non-Part D Drugs:
The following drug categories are excluded from CMS coverage. If a plan deductible applies, any non-Part D coverage added to the plan is not subject to the plan deductible. The cost share for these drugs is the same as the cost-shares in the initial coverage phase based on drug classification.

- **Cosmetic Drugs including Drugs for Hair Loss:** drugs when used for cosmetic purposes or hair growth.
- **Courtesy Drugs:** refers to drugs normally covered under commercial pharmacy plans but are excluded by CMS.
- **DESI (Drug Efficacy Study Implementation) Drugs:** refers to drugs that were introduced between 1938-1962 and approved for safety but not effectiveness. DESI drugs are not "grandfathered" or generally recognized as safe and effective (GRAS/E).
- **Fertility Drugs** - drugs used to promote fertility.
- **Prescription Vitamins** - drugs used for prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations.
- **Cold & Cough Preps** - drugs used for symptomatic relief of cough and colds.
- **Cold & Cough Preps including OTC Allergy Medicine** - drugs used for symptomatic relief of cough and colds including OTC allergy medicine.
- **Non-Sedating Antihistamines** - Antihistamine tablets designed to not make people drowsy.
- **Weight Loss/Weight Gain** - drugs used for anorexia, weight loss, weight gain.
- **Sexual Dysfunction/Lifestyle** - drugs used for erectile dysfunction and female sexual dysfunction.

Opioid Drugs:
Customers who have received a recent fill of an opioid pain medication (not opioid naïve) are limited to up to a month's supply of that medication at one time.

Out-of-Network Coverage:
Generally, we cover drugs filled at an out-of-network pharmacy only when the plan participant is not able to use a network pharmacy. Customers will most likely be required to pay the difference between what they pay for the drug at the out-of-network pharmacy and the cost that we would cover at an in-network pharmacy. Here are the circumstances when we would cover prescriptions filled at an out-of-network pharmacy:

- Customer travels outside the plan's service area and runs out of or loses covered Part D drugs, or becomes ill and needs a covered Part D drug and cannot access a network pharmacy.
- Customers are unable to obtain a covered Part D drug in a timely manner within the service area because, for example, there is no network pharmacy within a reasonable driving distance that provides 24/7 service.
- Customers are filling a prescription for a covered Part D drug and that particular drug is not regularly stocked at an accessible network Retail or Mail-Order pharmacy.
- The Part D drugs are dispensed by an out-of-network institution-based pharmacy while in an emergency facility, provider-based clinic, outpatient surgery, or other outpatient setting.

Part D Vaccines:
Our plan covers most Part D vaccines at no cost, even when the deductible is not met.

Preferred Preventive Drugs at $0 Copay:
Certain Generic and/or Brand Preventive Medications identified by the Plan that are dispensed by a Retail or Mail-Order pharmacy are not subject to the deductible (if applicable), copay or coinsurance.

Tier Labeling:
Tier 1: Generic Drugs
Tier 2: Preferred Brand Drugs
Tier 3: Non-Preferred Drugs
Tier 4: Specialty Drugs

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The Medco name, logos, and marks are owned by Medco, or an affiliate of Medco.
Medco contracts with Medicare to offer Part D Prescription Drug Plans (PDP) in select states. Enrollment in a Medco product depends on contract renewal.

A

City of Titusville - Prescription Drug Plan

Terms and Conditions

A. General Terms of this Proposal

• We are pleased to present this Proposal for a Fully Insured group Medicare (PDP) benefit plan.
• This proposal is valid for 90 days from its original date of release of 2025-06-25 .
• Any revisions or updates made to this proposal will not renew this valid timeframe unless expressly communicated.

• The information contained in this Proposal is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the employer, its representatives or consultants for any purpose other than the evaluation of the Proposal. Under no circumstances is any of information contained herein (including excerpts, summaries, extracts, and evaluations thereof) to be used, disseminated, disclosed or otherwise the communicated to any person or entity other than the employer, its representatives and consultants, and their respective employees who are directly involved in the evaluation process.

Proposal Caveats

We may revise or withdraw this Renewal Proposal if:
• there is a change to the effective date of the quote.
• the policy period length is different than the quote.
• the Plan benefits are different than shown in the RFP or benefit modifications are requested.
• there is a change in law, regulation, tax rates, or the application/interpretation of any of these that affects costs.
This includes but is not limited to:
    ◦ any action by a pharmaceutical manufacturer that has an adverse effect on the pricing terms outlined in this proposal, including if drug manufacturer rebates change to POS
    ◦ required benefit changes due to the inflation reduction act (IRA) or any other legislation, at the federal or state level
    ◦ Medicare Maximum Fair Price (MFP) drug negotiation program
    ◦ Medicare Prescription Payment Plan program
    ◦ Medicare Part D Premium Stabilization program
• the policy will not be situsedin FL .
• there is a change in law, regulation, tax rates, or the application of any of these that affects our costs.
• there are less than 51 retirees or less than 70% of total eligible individuals enroll in the Plan.
• enrollment in the Plan at any time varies by 10% or more from the enrollment assumed when establishing the rates and/or fees set forth herein.
• the employer changes its level of contribution toward the cost of the coverage.
• the employer contributes toward the cost of purchasing individual coverage for an eligible individual.
• We are not the exclusive provider of PDP benefits and the employer does not contribute the same percentage to the cost of each employer-sponsored plan unless expressly communicated by us.
• the census data or experience data provided is deemed inaccurate.
• there is a request to modify Commissions and/or benefit advisor fees.
• We are requested to interface with a third party vendor.
• We are requested to provide optional services, other than optional services already identified in the proposal.
• members are auto enrolled or otherwise incentivized to select specific plans, without expressly communicated at time of pricing proposal.
• administration of the Plan will require more than the following:
    ◦ Billing lines: 300
    ◦ Billing and Claim Branch Benefit Options: 60

B. Scope and Application of this Proposal

• Unless otherwise indicated, the coverage reflected in this proposal supersedes and renders null and void any prior offer or proposal with respect to the Plan.

• Although this proposal may include multiple plans/options for the employer sponsored plan, we reserve the right to limit the number of plans/options based on the offering environment and the total number of Medicare eligible individuals. Final plan selection requires approval by underwriting prior to implementation.

• The information and materials provided for evaluation of this quote were assumed to be correct. If material errors or omissions are found after the quote is issued, we reserve the right to revise or rescind the quote.

• Performance guarantees do not apply to this Medicare proposal.

• This quote is on an incurred basis. We will be responsible for all eligible claims incurred on or after the effective date through the end of the contract period.

• Group agrees to restrict enrollment in the Plan to those individuals eligible for Group's employment-based retiree group coverage who are eligible for Medicare.

• This proposal assumes all eligible individuals are enrolled in Medicare Part A and/or Part B and the group provides the beneficiary Medicare plan number to complete enrollment.

• Information provided here is pending CMS approval unless otherwise noted.

• Rates assume CMS recognizes the plan as an annual plan and it will renew on January 1st.

Medicare (PDP)

• The rates are contingent upon the eligible individual residing in the service area of the quoted Medicare Part D (PD) plan. The enrollment will be based on the eligible individual's primary residence as defined by CMS.

• The benefits presented in the Proposal are a high-level summary. Please consult the summary of benefits for a more detailed list of benefits proposed in this plan. Due to annual changes in CMS mandated benefits, benefits may differ for certain service categories.

• Due to regulatory requirements for the Medicare Part D product, services and timing may differ. Some areas of difference include, but are not limited to: reporting, web services, disease and wellness management, quality incentives, provider directories and networks, eligibility timing, communication pieces for pre-enrollment and members, billing, pharmacy and medical data integration, customer service, claims and appeals.

• We require a minimum of 20 enrolled members per standard product offering to renew an Employer Sponsored plan.

All Medco products and services are provided exclusively by or through operating subsidiaries or affiliates of Medco, including Medco Containment Life Insurance Company and Medco Containment Insurance Company of New York. The Medco name, logos, and marks are owned by Medco, or an affiliate of Medco. Medco contracts with Medicare to offer Part D Prescription Drug Plans (PDP) in select states. Enrollment in a Medco product depends on contract renewal.

Cigna Healthcare℠

Financial Proposal

for

City of Titusville

Effective Date: January 1, 2026

Date: October 6, 2025

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Cigna Healthcare
Cigna Medicare Surround Financial Proposal

Account Name:	City of Titusville
Account Number:	3329453
Effective Date:	January 1, 2026
End Date:	December 31, 2026
Quote Date:	October 6, 2025
Funding Type:	Guaranteed Cost

Covered Lives	
Medicare Eligible Retirees	142
Medicare Eligible Members	143
Average Contract Size	1.01
Total Account Eligible Subscribers	142
Percent Medicare Eligible	100.0%

Plan Name(s)	Premium			
	PMPM	Single PEPM	Two-Party PEPM	EE + Family
Med Supp Plan N	$226.68	$226.68	$453.36	$680.04

Only Medicare eligible beneficiaries enrollled in Medicare are covered under this plan.

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Cigna Medicare Surround
Medicare Supplement Florida Rates
Cigna Health and Life Insurance Company

Account Name:	City of Titusville
Account Number:	3329453
Effective Date:	January 1, 2026
End Date:	December 31, 2026
Quote Date:	October 6, 2025
Funding Type:	Guaranteed Cost

Plan N	For Florida Residents Only	For use in 3-Digit Zip Codes: 330-334	For use in all 3-Digit Zip Codes: Except 330-334
Issue Age	<65	$590.84	$459.67
Issue Age	65-69	$260.28	$202.50
Issue Age	70-74	$313.35	$243.78
Issue Age	75-79	$357.09	$278.81
Issue Age	80+	$405.33	$315.34

Financial Caveats

Only Medicare eligible beneficiaries enrolled in Medicare are covered under this plan.
Rates are determined based on the issue age of the policy to each individual Medicare eligible beneficiary. The rates do not advance with age.

Cigna Healthcare retains the right to decline to offer coverage.

Cigna Healthcare reserves the right to adjust the benefits and/or premiums in this proposal if such adjustments are necessary to comply with current Centers for Medicare & Medicaid

Services (CMS) rules and regulations or if there are changes in the standard Medicare Part A and Part B plan design and with prior approval from the Florida Office of Insurance Regulation. If the Premium is changed, the Policyholder will be sent a notice at least 45 days prior to such a change.

*Only applicants first eligible for Medicare before January 1, 2020 may purchase Plan F.

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BENEFIT SUMMARY

Cigna Health and Life Insurance Co.
Client Name: City of Titusville
Benefit Option Name: Cigna Medicare Surround - Standard Plan N
Effective: January 1, 2026 through December 31, 2026

Important Notice: Your Cigna Healthcare℠ Retiree Indemnity Medical plan follows Medicare standard coverage guidelines. The benefits covered under this plan are limited to expenses approved by Medicare but not paid by Medicare (unless otherwise noted below). Your plan may help pay your Medicare Part A and Part B deductibles, copayments, and coinsurance amounts (unless otherwise noted).

Plan Highlights	Standard Plan N
Lifetime Maximum Applies to all Part A and Part B expenses.	Unlimited
Annual Maximum Applies to all Part A and Part B expenses.	Unlimited
Plan Coinsurance	
Part A expenses	100%
Part B expenses	100%
Plan Accumulation Period Applies to plan deductible and plan out-of-pocket maximum.	Calendar Year
Plan Deductible	$257 (same as Medicare Part B deductible which is subject to change each year)
Plan deductible applies to:	Part B covered expenses
Plan deductible applies to services with benefit deductibles (copays):	No
Plan Out-of-Pocket Maximum	Not applicable
Out-of-pocket applies to:	Not applicable
Out-of-pocket includes plan deductible:	Not applicable
Out-of-pocket includes benefit deductibles (copays):	Not applicable
Out-of-pocket includes coinsurance:	Not applicable
Maximum Reimbursable Charge (MRC) Option Applies to buy-up benefits.	80th percentile

Medicare Part A Expenses	Medicare Pays	Cigna Pays (After Medicare Pays)	Customer Pays (After Medicare and Cigna Pays)
Inpatient Hospital - Facility Services: Semi-private room and board, general nursing and miscellaneous services and supplies. A new benefit period begins each time you are out of the hospital more than 60 days.			
First 60 days:	All but $1,676 Part A Deductible	100%	0%
61st-90th day:	All but $419 a day	100%	0%
91st day and after (while using 60 lifetime reserve days):	All but $838 a day	100%	0%
Inpatient Hospital - Facility Services Buy-up Additional 365 days once lifetime reserve days are used:	0%	100%	0%
Inpatient Mental Health and Substance Abuse Same as Inpatient Hospital services noted above.			
First 60 days:	All but $1,676 Part A Deductible	100%	0%
61st-90th day:	All but $419 a day	100%	0%
91st day and after (while using 60 lifetime reserve days):	All but $838 a day	100%	0%
Inpatient Mental Health and Substance Abuse Buy-up Once lifetime reserve days are used:	0%	100%	0%
Coverage Limit:	190 days per lifetime in a psychiatric hospital	No limit	No limit
Blood			
First 3 pints:	0%	100%	0%
Additional amounts:	100%	0%	0%
Skilled Nursing Facility: Includes Skilled Nursing Facility; Rehabilitation Hospital; and sub-acute Facilities. A beneficiary must have been in a hospital for at least 3 days and entered a Medicare-approved facility within 30 days after leaving the hospital.			
First 20 days:	All approved amounts	Not paid by plan. Paid in full by Medicare.	0%
21st thru 100th day:	All but $209.50 a day	100%	0%
Skilled Nursing Facility Buy-up 101st thru 365th day:	0%	0%	All costs
Home Health Care Medically necessary skilled care services and medical supplies.	100%	0%	0%
Hospice Care Medicare requires that you be terminally ill to be eligible for hospice benefits.	100% except $5 per outpatient prescription and 5% of inpatient respite care	100%	0%

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BENEFIT SUMMARY

Cigna Health and Life Insurance Co.
Client Name: City of Titusville
Benefit Option Name: Cigna Medicare Surround - Standard Plan N
Effective: January 1, 2026 through December 31, 2026

Medicare Part B Expenses	Medicare Pays	Cigna Pays (After Medicare Pays)	Customer Pays (After Medicare and Cigna Pays)
Medical Expenses: In or Out of the Hospital and Outpatient Hospital Treatment. Includes hospital charges for outpatient care, physician's charges for inpatient care, physician's charges for outpatient care, and other home and office visits, physical and speech therapy.			
Medicare Part B Deductible	0%	100% after plan deductible	0% after plan deductible
Remainder of Part B Coinsurance	Generally 80%	100% after plan deductible	0% after plan deductible
Part B Excess Charges (Medicare Limiting Charges) Buy-up Above Medicare Approved Amounts	0%	0%	All costs
Physician Services - Office Visits and Virtual Care			
Primary Care Physician Office Visit and Virtual Visits	80% after Part B deductible	Cigna pays all remaining costs after Customer per visit deductible	$20 per visit deductible
Specialty Care Physician Office Visit and Virtual Visits	80% after Part B deductible	Cigna pays all remaining costs after Customer per visit deductible	$20 per visit deductible
Laboratory and Radiology Services in a Physician's Office	100% for Clinical Lab Services, 80% after Part B deductible for Radiology Services	100% after plan deductible	0% after plan deductible
Surgery Performed in a Physician's Office	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Allergy Treatment/Injections	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Second Opinion Consultations	80% after Part B deductible	Cigna pays all remaining costs after Customer per visit deductible	$20 per visit deductible
MDLIVE Urgent Virtual Care Services	0%	Cigna pays all remaining costs after Customer per visit deductible	$20 per visit deductible
Inpatient Physician Services			
Inpatient Hospital Physician Visits and Consultations Includes mental health and substance use disorder.	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Inpatient Professional Services For services performed by surgeons, anesthesiologists, radiologists, and pathologists.	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Outpatient Mental Health and Substance Use Disorder Services			
Mental Health and Substance Use Disorder Includes partial hospitalization, outpatient behavioral health integration services, and opioid treatment programs.	80% after Part B deductible	Cigna pays all remaining costs after Customer per visit deductible	$20 per visit deductible
Preventive Care Services			
Preventive Care Services Includes Medicare-covered Preventive Exams, Counseling, Early Cancer Screenings, and Other Preventive Screenings	Generally 100%	100%	0%
Preventive Care Services Buy-up Services not covered by Medicare	0%	0%	All costs
Annual Maximum:		Not applicable	Not applicable
Immunizations Includes Medicare-covered shots such as COVID-19 vaccine, Flu, Pneumonia, and Hepatitis B	Generally 100%	100%	0%
Immunizations Covered by Medicare Part D Buy-up Includes Shingles, Respiratory Syncytial Virus (RSV), and Tetanus-Diphtheria-Whooping Cough Vaccines	0%	0%	All costs
Emergency and Urgent Care Services			
Hospital Emergency Room	80% after Part B deductible	Cigna pays all remaining costs after Customer per visit deductible	$50 per visit deductible
Urgent Care Facility	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Ambulance Follows Medicare covered guidelines	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Outpatient Facility Services			
Outpatient Non Surgical Facility Includes chemotherapy, radiation therapy, x-ray/lab services, dialysis, etc. when done in the outpatient department of the hospital.	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Outpatient Surgical Facility and Free Standing Ambulatory Surgical Center	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Outpatient Professional Services For services performed by surgeons, anesthesiologists, radiologists, and pathologists.	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Blood			
First 3 pints:	0%	100% after plan deductible	0% after plan deductible

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BENEFIT SUMMARY			
Cigna Health and Life Insurance Co. **Client Name: City of Titusville** **Benefit Option Name: Cigna Medicare Surround - Standard Plan N** **Effective: January 1, 2026 through December 31, 2026**			
Additional amounts:	80% after Part B deductible	100% after plan deductible	0% after plan deductible

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BENEFIT SUMMARY

Cigna Health and Life Insurance Co.
Client Name: City of Titusville
Benefit Option Name: Cigna Medicare Surround - Standard Plan N
Effective: January 1, 2026 through December 31, 2026

Diagnostic Laboratory and Radiology Services			
Diagnostic Laboratory Services Includes certain blood tests, urinalysis, tests on tissue specimens, and some screening tests.	100% for Clinical Labs 80% after Part B deductible for all other Labs	100% after plan deductible	0% after plan deductible
Diagnostic Radiology Services Includes X-rays, CT Scans, MRIs, and PET Scans.	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Outpatient Therapy Services			
Outpatient Short Term Rehabilitation Follows Medicare standard guidelines. Includes Physical Therapy, Occupational Therapy, and Speech Therapy.	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Therapy Maximum:	No limit for medically necessary services	No limit	No limit
Chiropractic Care Follows Medicare standard guidelines. Maximum: Unlimited	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Cardiac Rehabilitation Services Follows Medicare standard guidelines.	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Acupuncture Services Follows Medicare standard guidelines.	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Acupuncture Services Buy-up Additional services not covered By Medicare.		Not covered	
Benefit (Coinsurance):	0%	0%	All costs
Maximum Visits:		Not applicable	Not applicable
Podiatry Services			
Diagnostic Office Visit Foot exams if you have diabetes-related nerve damage, or for foot injuries or diseases.	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Other Covered Services Medically necessary treatment if you have diabetes-related nerve damage, or for foot injuries or diseases.	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Routine Foot Care Buy-up Other than services associated with foot care for diabetes and peripheral vascular disease.		Not covered	
Benefit (Coinsurance):	0%	0%	All costs
Annual Maximum:		Not applicable	Not applicable
Medical Equipment, Supplies and Part B Drugs			
Durable Medical Equipment (DME) Follows Medicare standard guidelines. Includes nebulizers, infusion pumps, oxygen and oxygen equipment, wheelchairs, crutches, hospital beds, and other equipment that can last under repeated use, usually in your home. Maximum: Unlimited	80% after Part B deductible	100% after plan deductible	0% after plan deductible
External Prosthetic Appliances Follows Medicare standard guidelines. Includes ostomy supplies, cardiac pacemakers, braces, artificial limbs, orthotics, or other things that replace damaged, missing or non-working parts of the body. Maximum: Unlimited	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Diabetic Supplies and Services Follows Medicare standard guidelines. Includes Glucose Monitors, Test Strips, and Lancets.	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Part B Prescription Drugs Follows Medicare standard guidelines. Includes but not limited to: inhaled nebulizer medications, injectable drugs/IV drugs, antigens (allergy serum), osteoporosis drugs, erythropoisis, blood clotting factors, immunosuppressive drugs, oral cancer drugs, oral anti-nausea drugs.	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Other Health Care Services			
Home Health Care Medically necessary skilled care services and medical supplies.	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Bariatric Surgery Medicare covers some bariatric surgeries such as gastric bypass surgery and laparoscopic banding when certain morbid obesity conditions are met.	Covered the same as any other illness	Covered the same as any other illness	Covered the same as any other illness
Organ Transplants Includes all medically appropriate, non-experimental transplants as determined by Medicare. Travel expenses are not covered.	Covered the same as any other illness	Covered the same as any other illness	Covered the same as any other illness
Maternity Care Services Includes pregnancy and childbirth services.	Covered the same as any other illness	Covered the same as any other illness	Covered the same as any other illness

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BENEFIT SUMMARY

Cigna Health and Life Insurance Co.
Client Name: City of Titusville
Benefit Option Name: Cigna Medicare Surround - Standard Plan N
Effective: January 1, 2026 through December 31, 2026

Dental Care Services			
Dental Care Services Limited to Medicare covered services.	Covered the same as any other illness	Covered the same as any other illness	Covered the same as any other illness
Routine Dental Services Includes routine cleanings, fillings, crowns, or other services like dentures or tooth extractions.	0%	0%	All costs
Hearing Care Services			
Diagnostic Hearing Services	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Routine Hearing Exam Buy-up		Not covered	
Benefit (Coinsurance):	0%	0%	All costs
Limit:		Not applicable	Not applicable
Hearing Aids Buy-up		Not covered	
Benefit (Coinsurance):	0%	0%	All costs
Limit:		Not applicable	Not applicable
Maximum:		Not applicable	Not applicable
Vision Care Services			
Diagnostic Eye Exams	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Routine Eye Exams	0%	0%	All costs
Corrective Lenses after Cataract Surgery	80% after Part B deductible	100% after plan deductible	0% after plan deductible
Routine Eye Wear	0%	0%	All costs
Additional Benefits Not Covered by Medicare (Buy-ups)	**Medicare Pays**	**Cigna Pays (After Medicare Pays)**	**Customer Pays (After Medicare and Cigna Pays)**
Foreign Travel Buy-up Medically necessary emergency care services beginning during the first 60 days of each trip outside the USA.		Covered	
Separate Foreign Travel Deductible:	0%	$0	$250
Benefit (Coinsurance):	0%	80%	20%
Lifetime Maximum:		$50,000 per lifetime	All costs once Cigna pays $50,000
At Home Recovery Services Buy-up Home Health Aides not covered by Medicare		Not covered	
Per Visit Maximum:	0%	Not applicable	Not applicable
Annual Maximum:		Not applicable	Not applicable
Scalp Prosthesis (Wigs)		Not covered	
Benefit (Coinsurance):	0%	0%	All costs
Annual Maximum		Not applicable	Not applicable
TMJ Buy-up Surgical and Non-surgical:		Not covered	
Benefit (Coinsurance):	0%	0%	All costs
Lifetime Maximum (applies to non-surgical expenses only):		Not applicable	Not applicable

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BENEFIT SUMMARY

Cigna Health and Life Insurance Co.
Client Name: City of Titusville
Benefit Option Name: Cigna Medicare Surround - Standard Plan N
Effective: January 1, 2026 through December 31, 2026

Definitions

Benefit Period

The way that Original Medicare measures your use of hospital and skilled nursing facility (SNF) services. A benefit period begins the day you go to a hospital or skilled nursing facility. The benefit period ends when you haven't received any inpatient hospital care (or skilled care in a SNF) for 60 days in a row. If you go into a hospital or a skilled nursing facility after one benefit period has ended, a new benefit period begins.

Coinsurance

After you have met your deductible for the year, you and your benefit plan will share the cost of covered expenses. The part you are responsible to pay is called coinsurance.

Copay/Benefit Deductible

A fixed charge for specific services like doctor visits. You may be responsible to pay all or a portion of this charge.

Deductible

The amount you must pay before the plan begins to reimburse for covered expenses.

Lifetime Reserve Days

In Original Medicare, these are additional days that Medicare will pay for when you are in a hospital for more than 90 days. You have a total of 60 reserve days that can be used during your lifetime. For each lifetime reserve day, Medicare pays all covered costs except for a daily coinsurance.

Limiting Charge

In Original Medicare, the highest amount of money you can be charged for a covered service by doctors and other health care suppliers who don't accept assignment. The limiting charge is 15% over Medicare's Allowable Amount.

Maximum Reimbursable Charge (MRC) Option

When you receive care for services not covered by Medicare but covered under your plan, there's a limit to the amount of money that will be reimbursed. This amount is called the maximum reimbursable charge.

When determining maximum reimbursable charge, Cigna considers the service fees charged by doctors and other health care professionals in your area. We also look at similar data provided by most other major U.S. health service companies.

Note: The provider may bill you for the difference between the provider's normal charge and the Maximum Reimbursable Charge, in addition to any applicable deductibles and coinsurance.

Medically Necessary

Services or supplies that are needed for the diagnosis or treatment of your medical condition and meet accepted standards of medical practice.

Medicare Approved Amount

In Original Medicare, this is the amount a doctor or supplier that accepts assignment can be paid. It includes what Medicare pays and any deductible, coinsurance, or copay that you pay. It may be less than the actual amount a doctor or supplier charges.

Out-of-Pocket Maximum

Out-of-pocket limits protect you from unexpected cost. After you reach the plan out-of-pocket limit, covered services will be reimbursed for the remainder of the year at 100%, or no cost to you.

Part B Drugs

Some medicines are covered under your medical plan rather than your prescription drug plan. These drugs are know as Part B drugs, and include but are not limited to: antigens (allergy serum), osteoporosis drugs, erythropoisis, blood clotting factors, injectable drugs, immunosuppressive drugs, oral cancer drugs, oral anti-nausea drugs.

Preventive Care Services

Health care to prevent illness or detect illness at an early stage, when treatment is likely to work best for example pap tests, flu shots, prostate cancer screening, colonoscopy; etc.

Semi-Private Room

A hospital room shared by you and one other person.

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BENEFIT SUMMARY

Cigna Health and Life Insurance Co.
Client Name: City of Titusville
Benefit Option Name: Cigna Medicare Surround - Standard Plan N
Effective: January 1, 2026 through December 31, 2026

Benefit Exclusions (by way of example but not limited to):

Your plan provides coverage for medically necessary services. Your plan does not provide coverage for the following except as required by law.
Additional coverage limitations determined by plan or provider type are shown in the Schedule. Payment for the following is specifically excluded from this plan:

1) Any expense that is:
   a) Not a Medicare Eligible Expense; or
   b) beyond the limits imposed by Medicare for such expense; or
   c) excluded by name or specific description by Medicare; except as specifically provided under the “Covered Expenses” section
2) Any portion of a Covered Expense to the extent paid or payable by Medicare;
3) Any benefits payable under one benefit of this plan to the extent payable under another benefit of this plan;
4) Covered Expenses incurred after coverage terminates;
5) Expenses incurred by a retired Medicare beneficiary, or the Medicare eligible dependent of a retired Medicare beneficiary, who enrolls in a closed panel Medicare Part C Plan and who then has coverage for medical treatment denied because it was received from a provider who is not part of that Medicare Part C Plan's network.

In addition, the following exclusions apply to any service that is a covered expense under this plan, but is not covered by Medicare.

6) Expenses for supplies, care, treatment, or surgery that are not Medically Necessary.
7) To the extent that you or any one of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid.
8) To the extent that payment is unlawful where the person resides when the expenses are incurred.
9) Charges made by a Hospital owned or operated by or which provides care or performs services for, the United States Government, if such charges are directly related to a military-service-connected Injury or Sickness.
10) For or in connection with an Injury or Sickness which is due to war, declared or undeclared.
11) Charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan.
12) For or in connection with experimental, investigational or unproven services. Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined to be:
   a) not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or sickness for which its use is proposed;
   b) not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use;
   c) the subject of review or approval by an Institutional Review Board for the proposed use except as provided in the “Clinical Trials” section of this plan; or
   d) the subject of an ongoing phase I, II or III clinical trial, except as provided in the “Clinical Trials” section of this plan.
13) Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one’s appearance.
14) Unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
15) Court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
16) Private Hospital rooms and/or private duty nursing.
17) Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
18) Blood administration for the purpose of general improvement in physical condition.
19) For or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.
20) Massage therapy.
21) Charges made by any covered provider who is a member of your family or your Dependent’s family.
22) To the extent that they are more than Maximum Reimbursable Charges.
23) Expenses incurred outside the United States unless you or your Dependent is a U.S. resident and the charges are incurred while traveling on business or for pleasure.

These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

Note: This summary of benefits reflects 2025 Medicare Part A and Part B Deductible and Coinsurance amounts which are subject to change each calendar year. If you have more questions about Medicare eligibility, benefits and coverage positions, you can refer to the Medicare & You Handbook. The Medicare & You Handbook is mailed directly to beneficiaries when they become covered under Medicare. A copy of the handbook can be obtained from your local Social Security Administration office or you can go to www.medicare.gov website.

Cigna Healthcare products and services are provided exclusively by or through operating subsidiaries of The Cigna Group including Cigna Health and Life Insurance Company (Bloomfield, CT). **Cigna Medicare Surround is an employer-sponsored group retiree medical plan that supplements Medicare. It is NOT a standardized Medicare Supplement (Medigap) plan and is NOT offered under a contract with the federal government.**
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BENEFIT SUMMARY

Cigna Health and Life Insurance Co.
Client Name: City of Titusville
Benefit Option Name: Standard Plan N - Florida Residents
Effective: January 1, 2026 through December 31, 2026

Important Notice: Your Cigna Healthcare℠ Group Medicare Supplement plan follows Medicare standard coverage guidelines. The benefits covered under this plan are limited to expenses approved by Medicare but not paid by Medicare (unless otherwise noted below). Your plan may help pay your Medicare Part A and Part B deductibles, copayments, and coinsurance amounts (unless otherwise noted).

Medicare Part A Expenses	Medicare Pays	Cigna Pays (After Medicare Pays)	Customer Pays (After Medicare and Cigna Pays)
Hospitalization Semi-private room and board, general nursing and miscellaneous services and supplies. A new benefit period begins each time you are out of the hospital more than 60 days.			
First 60 days:	All but $1,676 Part A Deductible	$1,676 Part A Deductible	$0
61st-90th day:			$0
91st day and after (while using 60 lifetime reserve days):	All but $419 a day	$419 a day	$0
Additional 365 days once lifetime reserve days are used:	All but $838 a day	$838 a day	$0
Beyond the additional 365 days:	$0	$0	All costs
Skilled Nursing Facility: Includes Skilled Nursing Facility; Rehabilitation Hospital; and sub-acute Facilities. You must meet Medicare's requirements, including having been in a hospital for at least 3 days and entered a Medicare-approved facility within 30 days after leaving the hospital.			
First 20 days:	All approved amounts	$0	$0
21st thru 100th day:	All but $209.50 a day	$209.50 a day	$0
101st day and after:	$0	$0	All costs
Blood			
First 3 pints:	$0	3 pints	$0
Additional amounts:	100%	$0	$0
Hospice Care You must meet Medicare's requirements, including a doctor's certification of terminal illness.	All but very limited co-payment/ coinsurance for out-patient drugs and inpatient respite care	Medicare copayment/ coinsurance	$0

Medicare Part B Expenses	Medicare Pays	Cigna Pays (After Medicare Pays)	Customer Pays (After Medicare and Cigna Pays)
Medical Expenses: In or Out of the Hospital and Outpatient Hospital Treatment, such as Physician's services, inpatient and outpatient medical and surgical services and supplies, physican and speech therapy, diagnostic tests, durable medical equipment.			
First $257 of Medicare Approved Amounts:	$0	$0	$257 Part B deductible
Remaining Medicare Approved Amounts:	Generally 80%	Balance, other than up to $20 per office visit and up to $50 per emergency room visit. The co-payment of up to $50 is waived if the insured is admitted to any hospital and the emergency visit is covered as a Medicare Part A expense.	Up to $20 per office visit and up to $50 per emergency room visit. The co-payment of up to $50 is waived if the insured is admitted to any hospital and the emergency visit is covered as a Medicare Part A expense.
Part B Excess Charges Above Medicare Approved Amounts	$0	$0	All costs
Blood			
First 3 pints:	$0	All costs	$0
Next $257 of Medicare Approved Amounts:	$0	$0	$257 Part B deductible
Remainder of Medicare Approved Amounts:	80%	20%	$0
Clinical Laboratory Services Tests for Diagnostic Services	100%	$0	$0

Medicare Part A and B Expenses	Medicare Pays	Cigna Pays (After Medicare Pays)	Customer Pays (After Medicare and Cigna Pays)
Home Health Care Medicare Approved Services			
Medically necessary skilled care services and medical supplies	100%	$0	$0
Durable medical equipment			
First $257 of Medicare Approved Amounts	$0	$0	$257 Part B deductible
Remainder of Medicare Approved Amounts	80%	20%	$0

Additional Benefits Not Covered by Medicare	Medicare Pays	Cigna Pays (After Medicare Pays)	Customer Pays (After Medicare and Cigna Pays)
Foreign Travel Medically necessary emergency care services beginning during the first 60 days of each trip outside the USA.			
First $250 per year:	Not covered	$0	$250
Coinsurance:		80%	20%

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BENEFIT SUMMARY

Cigna Health and Life Insurance Co.
Client Name: City of Titusville
Benefit Option Name: Standard Plan N - Florida Residents
Effective: January 1, 2026 through December 31, 2026

Lifetime Maximum:		$50,000 per lifetime	All costs once Cigna pays $50,000

Definitions

Benefit Period
The way that Original Medicare measures your use of hospital and skilled nursing facility (SNF) services. A benefit period begins the day you go to a hospital or skilled nursing facility. The benefit period ends when you haven't received any inpatient hospital care (or skilled care in a SNF) for 60 days in a row. If you go into a hospital or a skilled nursing facility after one benefit period has ended, a new benefit period begins.

Coinsurance
After you have met your deductible for the year, you and your benefit plan will share the cost of covered expenses. The part you are responsible to pay is called coinsurance.

Deductible
Once you have been billed $257 of Medicare-approved amounts for covered services (which are noted with an asterisk), your Part B deductible will have been met for the calendar

Hospitalization Additional 365 Days
When your Medicare Part A hospital benefits are exhausted, Cigna stands in the place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days. During this time the hospital is prohibited from billing you for the balance based on any difference between its billed charges and the amount Medicare would have paid.

Lifetime Reserve Days
In Original Medicare, these are additional days that Medicare will pay for when you are in a hospital for more than 90 days. You have a total of 60 reserve days that can be used during your lifetime. For each lifetime reserve day, Medicare pays all covered costs except for a daily coinsurance.

Medically Necessary
Services or supplies that are needed for the diagnosis or treatment of your medical condition and meet accepted standards of medical practice.

Medicare Approved Amount
In Original Medicare, this is the amount a doctor or supplier that accepts assignment can be paid. It includes what Medicare pays and any deductible, coinsurance, or copay that you pay. It may be less than the actual amount a doctor or supplier charges.

Semi-Private Room
A hospital room shared by you and one other person.

Benefit Exclusions (by way of example but not limited to):

Unless specifically stated otherwise, this plan does not cover or consider for payment any service or supply or any portion of a service or supply that is not a Medicare-Eligible Expense, nor will this plan duplicate any benefits paid by Medicare.
The complete list of exclusions is provided in your Certificate of Coverage. To the extent there may be differences, the terms of the Certificate of Coverage control.
Examples of things your plan does not cover, unless required by law, include (but may not be limited to):

1. Services or supplies not covered or approved by Medicare, and not considered eligible as a Medicare-Eligible Expense. For an expense to be considered for payment, the stay or service must meet the Medicare program standard; Medicare's conditions, limitations and exclusions apply unless otherwise specifically stated within the Certificate of Coverage. In the event that the Medicare program changes to provide coverage for different care or services, the Certificate of Coverage will be amended accordingly.
2. Services or supplies in excess of what Medicare determines or would have determined is a covered service and a Medicare-Eligible Expense.
3. Services or supplies which would duplicate what Medicare has paid or would have paid had a claim for services been submitted to Medicare.
4. Services or supplies received outside of the United States unless approved and covered by Medicare or for non-Emergency Services received outside of the United States.
5. Services or supplies for which you have no obligation to pay – no benefits are provided for stays, care or visits for which no charge would be made to you in the absence of insurance, or for which you have no legal obligation to pay.
6. This plan will not cover a stay, service, supply or facility provided by a hospital or other institution owned or operated by a national government, or any other government, unless payment of the charge is required by law.
7. This plan will not cover any injury or sickness for which you are entitled to any benefits under workers' compensation or similar law.

This plan does not contain limitations or exclusions on coverage that are more restrictive than those of Medicare.

These are only the highlights
This summary outlines the highlights of your plan. Health insurance plans contain exclusions and limitations. Not all health services are covered. Benefits and cost may vary depending upon the insurance plan and are subject to change each year. For a complete list of both covered and not covered services, including benefits required by your state, see your insurance certificate - FORM MSCERTFLN - the official plan document. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

Note: This summary of benefits reflects 2025 Medicare Part A and Part B Deductible and Coinsurance amounts which are subject to change each calendar year. If you have more questions about Medicare eligibility, benefits and coverage positions, you can refer to the Medicare & You Handbook. The Medicare & You Handbook is mailed directly to beneficiaries when they become covered under Medicare. A copy of the handbook can be obtained from your local Social Security Administration office or you can go to www.medicare.gov website.

This is a solicitation to sell Cigna Medicare Supplement coverage. The Cigna Healthcare Group Medicare Supplement Insurance Plan is insured by **Cigna Health and Life Insurance Company.**

You are guaranteed acceptance in this plan regardless of your health conditions or medical history as long as you meet the eligibility criteria of your former employer and are enrolled in Medicare Parts A and B. There are no waiting periods for pre-existing conditions for the Cigna Healthcare Group Medicare Supplement plan.
This plan is guaranteed renewable and shall not cancel or non-renew for any reason other than nonpayment of Premium or material misrepresentation. If the plan is terminated and not replaced, we will offer an individual Medicare Supplement Policy as set forth in the Continuation and Conversion Privilege Section of the insurance certificate.
Please see your insurance certificate – FORM MSCERTFLN -the official plan document.

Cigna Healthcare products and services are provided exclusively by or through operating subsidiaries of The Cigna Group including Cigna Health and Life Insurance Company (Bloomfield, CT). **Cigna Healthcare Group Medicare Supplement plan is an employer-sponsored group retiree medical plan that supplements Medicare. It is NOT a standardized Medicare Supplement (Medigap) plan and is NOT offered under a contract with the federal government.**
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RENEWAL PROPOSAL TERMS AND CONDITIONS

A. General Terms of this Proposal

Cigna Health and Life Insurance Company (hereafter 'Cigna') is pleased to present this Proposal for a Guaranteed Cost Only group 'Medicare Surround' benefit plan for City of Titusville (the 'Plan'). This proposal is valid for 90 days from its original date of release,10/11/2025.
Any revisions or updates made to this proposal will not renew this valid timeframe unless expressly communicated by Cigna.

The information contained in this Proposal by Cigna is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the employer, its representatives or consultants for any purpose other than the evaluation of the Proposal. Under no circumstances is any of the information contained herein (including excerpts, summaries, extracts, and evaluations thereof) to be used, disseminated, disclosed or otherwise communicated to any person or entity other than the employer, its representatives and consultants, and their respective employees who are directly involved in the evaluation process.

Proposal Renewal Caveats

Cigna may revise or withdraw this Proposal if:

- there is a change to the effective date of the quote.
- the policy period length is different than 12 months.
- the insurance policy will not be situsued in FL.
- the Plan benefits are different than shown in the RFP or benefit modifications are requested.
- the census data or experience data provided is deemed inaccurate.
- there is a change in any law, regulation, or required assessment or tax that changes Cigna's costs in offering the plan.
- less than 70% of total eligible retirees enroll in the Plan.
- the employer changes its level of contribution toward the cost of the coverage.
- enrollment increases or decreases by 10% or more, by product or for the total account, from the enrollment assumptions used in establishing the rates and/or fees set forth herein.
- the final enrollment deviates from the quoted enrollment such that it results in a needed change in premium rates. Rates are based on final enrollment factors, including total number of enrollees, their age, sex, demographics, location and the distribution of enrollees by plan.
- any of the information upon which these rates or benefits were based changes or is inaccurate.
- there is a request to modify or add Commissions and/or benefit advisor fees.
- it is requested to interface with a third party vendor
- it is determined that the Plan is not a retiree only plan and that the various requirements .and assessment under the Patient Protection and Affordable Care Act apply to the Plan.
- it is requested to provide optional services.
- administration of the Plan will require more than the following:
  - Billing lines: 20
  - Billing and Claim Branch Benefit Options: 20
- Cigna is not the exclusive administrator of this type of coverage for all retirees and the employer does not contribute the same percentage to the cost of each employer-sponsored retiree plan.
- the benefits of the Plan, if insured by Cigna, are at or above parity with all plans offered retirees by other carriers, regardless of product type or funding.
- City of Titusville contributes toward the cost of purchasing individual coverage for a retiree.
- City of Titusville allows any retiree who retired prior to age 65 to re-enroll for coverage under the Cigna insured/administered Plan after having previously disenrolled, or to enroll more than 60 days after (i) the date of retirement, (ii) becoming age 65 if already retired.
- Federal, State or Local action impacts the benefit levels quoted herein or affects our ability to meet our obligations to you, to your covered employees/our customers or to our contracted providers. By way of illustration, such legislation or executive actions which impose controls or requirements that affect: our ability to determine rates or covered medical expenses or service benefits. Should this happen, Cigna will make a good faith effort to work to reach a new agreement that equitably reflects the circumstances as altered by government action.

B. Scope and Application of this Proposal

Unless otherwise indicated, the coverage reflected in this Proposal:

- supersedes and renders null and void any prior Cigna offer or proposal with respect to the Plan.
- assumes all Medicare-eligible retirees are enrolled in both Medicare Part A and Part B.
- assumes that the Cigna insured/administered Plan is for retirees only and that it will, therefore, not be subject to the requirements or assessments of the Patient Protection and Affordable Care Act (the "Act").
- includes applicable Patient Protection and Affordable Care Act fees imposed upon health insurers including the Comparative Effectiveness Research Fee.
- includes a maximum reimbursable charge for non-Medicare covered expenses covered by the plan equal to the 80th percentile of the usual and customary charges made by providers of such service/supply or supply in the geographic area where the service/supply is received determined by reference to a third-party data base.
- assumes that Cigna's standard insurance policy form approved for use in the applicable state by the state insurance regulator will be issued. Because the insurance policy and certificate terms require regulatory approval, there is very little flexibility to change the provisions. The provisions of the insurance policy and certificate will control in the event of a conflict with the terms of the request for proposal and the Proposal.
- requires you notify us within 30 days if any information set forth in this form changes at any time while coverage is provided to you by Cigna HealthCare.

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Humana Group Medicare Advantage

Humana Medicare Group Plan – Premium Information

CITY OF TITUSVILLE - PPO

Date: 7/23/2025
Humana Medicare Group Plan
Plan Names: PASSIVE PPO 079 333 with Standard Rx475
Rx Formulary: Group Plus Formulary - 26800
Additional Medication Buy-Ups: Cosmetics, Coughs and Colds, Fertility Agents, Vitamins, Weight Loss Agents Enhanced, EDs Enhanced

Plan Year	Final Billed Premium (Per Member Per Month)
1/1/2026 - 12/31/2026	$393.95

PASSIVE PPO 079 333 Medical and Rx Benefit Overview

	(In-Network Benefits match Out-of-Network Benefits)
Deductible	None
Inpatient Acute Hospital	$0 Copayment per Admission
Skilled Nursing Facility	$0 Copayment (Days 1-100)
Physician Office Visits	$15 Copayment
Specialist Office Visits	$25 Copayment
Outpatient Surgical	$0 Copayment
Ambulance	$0 Copayment
Emergency Room	$65 Copayment
Medical Maximum Out of Pocket	$1,500 Combined (Medicare Covered Services)
Prescription Drugs (Retail 30 day supply)	Rx475 $5/$15/$40/$60 from $0 to Catastrophic

See attached sheet for rating assumptions and stipulations. The benefits presented above are a high-level summary. Please consult the Plan Design Exhibit for a more detailed list of covered services, member cost shares, services subject to deductibles and any plan limitations.

Proprietary and confidential. For the sole use of CITY OF TITUSVILLE.
Not to be shared externally without written consent from Humana Inc.

Humana Group Medicare Advantage

Humana Medicare Group Plan – Rating Assumptions and Stipulations

CITY OF TITUSVILLE - PPO

Proposal Terms

The benefits presented on the previous page are a high-level summary. Please consult the Plan Design Exhibit for a more detailed outline of the benefits proposed. Final benefits may differ due to annual changes in CMS benefit requirements.

For members with End Stage Renal Disease (ESRD), the Humana Group Medicare Advantage Plan is only offered to eligible members who are diagnosed and enrolled in a manner that is consistent with applicable Medicare secondary laws, and the rules and regulations set forth by CMS.

The rates provided do not reflect any potential premium adjustments provided by Center for Medicare and Medicaid Services (CMS) or federal regulations based on a Medicare beneficiary's income.

Humana shall have the right to unilaterally adjust the proposed premium rates set forth in this rate sheet if:

i. a change in or clarification to Law affects Medicare Part C or D program costs or revenue;
ii. a natural disaster, pandemic, act of God or other cause beyond the reasonable control of Humana affects Medicare Part C or D programs costs or revenue;
iii. highly utilized specialty or high-cost drugs are introduced, or additional indications are added to such a drug resulting in an increase in the pharmacy allowed per member per month; or
iv. Humana determines that data provided and relied upon by Humana in development of the premium rates was inaccurate, incomplete, biased, misleading, or otherwise contributed to Humana underestimating actual plan expenses or revenue incurred by Group.

For purposes of this proposal, "Law" shall mean, "any federal, state, or local law, statute, regulation, ordinance, code, rule, order, or other similar requirement enacted, adopted, or enforced by a government authority, including, without limitation, Medicare laws and CMS regulations and requirements, including CMS manuals, CMS payment methodology, and other directives.

Humana will hold the proposed rates, assuming all of the information provided is accurate, and could be subject to change should any of the following differ:

All members are retired and enrolled in Medicare Part A and Part B.

A minimum average employer contribution level of 75% of the proposed premium for the plan.

Members must reside in Humana’s Medicare Advantage PPO service area to enroll in this plan.

Part D, administered by Humana Pharmacy Solutions, will utilize Humana's Group Plus formulary and include utilization management programs such as: quantity limits, prior authorization, and step therapy. Humana continually updates its drug list and quantity limits, and ensures these updates are in accordance with CMS regulations.

A minimum of 10 enrolled members per standard product offering is required to renew the Humana Medicare Advantage plan.

Benefits, deductibles, maximum out of pocket accumulators, and any applicable pharmacy accumulators will be reset on January 1 each year.

Humana's Medicare Advantage plan can be offered alongside another carrier(s) plan. However, there should be no additional secondary plan wrapping around, coordinating with, or offered in conjunction with this plan for all current and future Medicare eligible retirees. Humana will hold the proposed rates assuming there are no material changes in the final plan selection, employer contribution or number of competing plans offered to the group.

We are pleased to present this Humana Group Medicare Advantage proposal to you and assume all information provided is accurate with the understanding if there is a material change from the provided information, including the offering environment, Humana has a right to revise or rescind the quote.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Award of Contract - Community Shade Stop**

Department/Office: Public Works

Recommended Action:

Approve the award of the Community Shade Stop contract to SDV Services of Titusville, Fl in the amount of $37,900.00 for the installation of one (1) community shade stop and associated bench, bike rack and trash receptacle and authorize the Mayor to execute the contract funded through the Community Development Block Grant (CDBG) grant program.

Summary Explanation & Background:

On August 7, 2025, the City solicited bids under Bid # CN25B052/MG for the installation of one (1) community shade stop and associated bench, bike rack and trash receptacle. The City received three (3) bids, two (2) of which were deemed non-responsive. The bids were opened on September 2, 2025, with the following tabulation of responsive bids:

Vendor	Bid Total
SDV Services	$37,900.00

It is recommended that City Council approve the award of the Community Shade Stop contract to SDV Services of Titusville, Fl in the amount of $37,900 for the installation of one (1) community shade stop and associated bench, bike rack and trash receptacle and authorize the Mayor to execute the contract.

This project is a continuation of the Neighborhood Revitalization Program for the South Street Target Area and a request of the neighborhood residents.

Alternatives:

Do not move forward with project

Item Budgeted:

Yes

Source/Use of Funds/Budget Book Page:
CDBG Grant
121-5555-554.83-00-CDBG00

Strategic Plan:
Goal 1: Quality of Life

Strategic Plan Impact:
This addresses the City of Titusville's Strategic Goals and Objectives including:

- Objective 1.B enhancing the appearance of the city

ATTACHMENTS:
1. Draft Contract
2. Bid Tab Posting
3. Exhibit 1
4. Exhibit 2

COMMUNITY SHADE STOP – FY25 CDBG – REBID 2

Construction Contract # CN-25-B-052/MG

This Contract made and entered into this _____day of _____20_____, between the City of Titusville, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" or "Owner", and "SDV Services LLC", with a principal address of 1313 S. Washington Ave. Suite C, Titusville, FL 32780, hereinafter referred to as the "Contractor".

Whereas, pursuant to all City Purchasing & Contracting policies, statutory requirements, and federal laws applicable, the City has competitively bid and advertised the Work titled "CN-25-B-052/MG - COMMUNITY SHADE STOP – FY25 CDBG – REBID 2"; and,

Whereas, the City desires to engage a licensed, qualified, and experienced Contractor who has special and unique competency in Construction projects; and,

Whereas, the Contractor represents that it is duly licensed, and it has such competence and experience in providing these services; and,

Whereas, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and,

Whereas, at the regular City Council meeting of September 23, 2025, the award of this contract was duly considered and approved; and,

Whereas, the City and the Contractor desire to reduce to writing their understanding and agreements on such.

It is, therefore agreed as follows:

1. **TERM**: This Agreement shall commence on the day it is executed by both parties and the term of the Agreement shall extend until completion of the project.
2. **DESCRIPTION OF WORK:** The Contractor shall furnish all supervision, labor, materials, supplies, tools, equipment and transportation necessary to perform and satisfactorily complete contract work shown on the Drawings and Specifications for this project within the time frame listed in the written Notice to Proceed herein referred to as "Contract Time". In addition, all work shall be performed in accordance with the contract documents, including Addenda (if any) and written modifications issued after

execution of this agreement and as directed by the Project Manager in accordance with the expressed or obvious intent of the Contract hereinafter called Contract Documents, "CN-25-B-052/MG - COMMUNITY SHADE STOP – FY25 CDBG – REBID 2. Any Federal, State, or Local regulatory requirements shall apply and be followed by the Contractor and any Subcontractor, to include but not limited to FDOT Specifications for Road & Bridge Construction.

3. **CONTRACT DOCUMENTS:** The Contract Documents on which this agreement between the City and Contractor is based, are attached, and incorporated as if fully set out herein and include the following:
    A. The standard solicitation packet and specifications titled "CN-25-B-052/MG - COMMUNITY SHADE STOP – FY25 CDBG – REBID 2" which is attached hereto as **Exhibit 1**.
    B. Plans and specifications as provided by the City.
    C. Contractor's bid submittal dated August 28, 2025 attached hereto as **Exhibit 2** with all related documents, addenda if any, and other documents listed in the Contract Documents, and written modifications issued after execution of this Contract, if any.
    D. This Construction Contract.
        1. INTENT: The Scope of Work is an integrated part of the Contract Documents and as such do not stand alone if used independently. These documents establish minimum standards of quality for the Contract. The intent of the Contract Documents is to set forth requirements of performance. It is also intended to include all supervision, labor, materials, equipment, tools, and transportation necessary for the proper execution of the Work, to require complete performance of the Work despite omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
        2. ENTIRE AND SOLE AGREEMENT: Except as specifically stated

herein, the Contract Documents constitute the entire agreement between the parties and supersede all other agreements, not specifically set forth in the Contract Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.

3. AMENDMENTS: The parties may modify this Contract at any time by written agreement. Neither the Contract Documents nor any term thereof may be changed, waived, discharged, or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

4. **COMPENSATION AND PAYMENTS:** For satisfactory performance of the Work, the City will pay the Contractor the total sum of Thirty-Seven Thousand Nine Hundred Dollars ($37,900.00). All work shall be invoiced based on unit prices from exhibit 2 and notice of award. Payment shall be made for all Work completed by the Contractor during each calendar month which has been accepted by the City and properly documented. Payments shall not be made for Work deemed incomplete or deficient by the City Project Manager. At the end of each month the Contractor shall submit an invoice with supporting documentation of all Work completed for that month, to the Project Manager for approval and payment.

The City shall make partial payments to the Contractor on the basis of a duly certified and approved Pay Application, also referred to as invoice, for the Work performed during the preceding calendar month by the Contractor, **less five percent (5%)** of the amount of such pay application request which is to be retained by the City until all Work has been performed strictly in accordance with the Contract and until such Work has fully been accepted by the City.

When Contract Time is approaching Substantial Completion, a pre-final inspection shall be conducted. Within thirty (30) calendar days after reaching substantial completion, the City shall generate a single list (Punchlist) of items required to render complete, satisfactory, and acceptable the construction services purchased by the City. The Contractor will enter the estimated cost to complete each item on the list

and return to the City within ten (10) calendar days. The City reserves the right to modify costs, as deemed reasonable, and finalize the Punchlist within five (5) calendar days.

Within twenty (20) business days after developing the Punchlist, and after receipt of a proper invoice or payment request, the City will pay the Contractor the remaining balance of the Contract, including all remaining retainage withheld by the City pursuant to Section 255.078, Florida Statutes, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list.

Upon the City's acceptance of the Work covered by this Contract and the receipt and acknowledgment by the City of a proper maintenance bond and as built plans, and submission by the Contractor, of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required are provided, final payment (for retainage duly invoiced) on account of this Contract shall be made within twenty-five (25) business days after receipt of a proper pay application request by the City's Project Manager, pursuant to the Prompt Payment Act (Section 218.735 of the Florida Statutes) and all general conditions hereof.

A. **CLAIMS** – Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before Work starts on the changes or revisions. If the Contractor deems that extra compensation is due for Work not covered herein, or in any Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before Work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional Work requested by the City until the parties execute an appropriate Contract. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim.

B. **RELEASES** – When it is determined, as a result of a joint inspection of the

Work by the Contractor and City, that the Work has been completed in accordance with the terms of the Contract Documents, the completion of the Work shall be certified by the City. At that time, the Contractor may submit the Contractor's final request for payment. Prior to final payment, the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of Claim for all claims against the City arising under or by virtue of the Contract. Also, from each supplier or subcontractor who has notified the City of their right to file a claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential claimant, a Claimant's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

The Purchasing & Contracting Administrator shall be the final authority as to the appropriateness of any payment submittal. The Purchasing & Contracting Administrator's decisions on payment matters shall be made in accordance with the word of the contract, City policies, and legal requirements.

C. Appeals – Appeals of the Purchasing & Contracting Administrator's decisions shall be posted as follows:

City Manager
City of Titusville
P.O. Box 2806
Titusville, FL 32781-2806

The Contractor agrees to an administrative hearing within the scope of the contract.

5. CHANGE ORDERS: The City reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by written Change Order in accordance with the General Conditions of the solicitation book.

The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized contract amount. Furthermore, for any Change Order(s) that will increase the authorized contract amount, the City Manager is authorized to approve, whichever is greater, up to $25,000.00 or ten percent (10%) of the latest contract amount, not to

exceed $50,000.00, provided that sufficient budgeted funds are available for this project.

6. **PROJECT SCHEDULE/TIME OF COMPLETION:** The Contractor shall commence Work to be performed under this Contract upon receipt of written Notice to Proceed from the City's Project Manager. The Contractor shall begin the Work and shall fully complete the Work in accordance with the Contract documents on or before the date stipulated in said written notice and as set forth in the contract award.

The Contractor shall perform all Work under this Contract in a timely manner consistent with the assignment schedules as mutually agreed upon by the City and the Contractor. No extension of time shall be valid unless given in writing by the City. No monetary compensation shall be given for such delay.

A delay beyond the Contractor's control may entitle the Contractor to an extension of time in which to complete the Work as determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. Contract time shall not be extended for "Rain Day" delays. The City will continually monitor the effects of weather, and when found justified, the City will require the Contractor to submit a request for additional time due to the effects of weather. The City will grant time extensions, on a day for day basis, for delays caused by the effects of rain or other inclement weather conditions related to adverse soil conditions that prevent the Contractor from productively performing controlling items of work resulting in:

A. The Contractor being unable to work at least 50% of the normal workday on pre-determined controlling work items; or

B. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect: and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather.

"Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

The City shall have the authority to suspend the Work in full or in part, for such periods as may be deemed necessary and for whatever cause, by sending written notice of suspension to the Contractor. If the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this paragraph without the City's written permission. In the event the City suspends the Work, the Contractor shall be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

7. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS:** The Contractor hereby agrees that they have carefully examined the surface of the site and has made sufficient tests or other necessary subsurface investigations to fully satisfy themself that such site is a correct and suitable one for this Work and they assume full responsibility therefore. The provisions of this Contract shall control any inconsistent provision contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the City than against the Contractor and their Surety.

Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the City's Engineer, and their decision shall be final and binding the Contractor.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the City, its consulting Engineer/Architect or by any agent or representative as in compliance with the terms of the Contract and/or the Drawings, and Specifications covering said Work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the City may require the Contractor and/or their Surety to repair, replace, restore and/or make to comply strictly with this Contract and the Drawings and Specifications any and all of said Work and/or materials which within a period of one year from and after the date of the

passing, approval, and/or acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guaranteed provisions. Failure on the part of the Contractor and/or their Surety, immediately after notice to either, to repair or replace any such defective materials and Workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or their surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this Contractor and/or their failure to comply strictly with the Contract and with the Drawings and Specifications.

8. **PROJECT MANAGER:** The City shall designate a Project Manager. All Work done shall be subject to the review of the City's Project Manager or designee. Any and all technical questions, which may arise as to the quality and acceptability of materials furnished, work performed or work to be performed, interpretation of the specified requirements and all technical questions as to acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

   The Work shall be subject at all times to review by the City. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Project Manager and Purchasing & Contracting Administrator.

9. **CONTRACTOR'S DUTY & PERFORMANCE:** Contractor's services will meet the minimum level of care and skill ordinarily used by members of Contractor's occupation/profession within the State of Florida performing the type of services provided herein.

Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over assembly means, methods, techniques, sequences, and procedures, and coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

Failure to fully perform to the requirements specified within the Contract Documents will be unacceptable to the City and upon notice from the Project Manager or designee, the Contractor agrees to implement immediate corrective measures.

Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

Furthermore, Contractor shall pay all sales, use, and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all federal, state, and local licenses necessary to perform the Work under the Contract.

Cleanup - The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Work. At the completion of the Work, the Contractor shall remove all their rubbish, tools, scaffolding and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified, and shall will ensure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner. At no additional expense to the City, the Contractor will restore to their original conditions or better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, etc., disturbed or damaged during the prosecution of the Work. Final payment will be withheld until such clean up and repairs are completed.

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned

by an independent labor force. The cost of cleaning by said independent labor force shall be deducted from the monies due the Contractor.

10. **GUARANTEE:** Contractor warrants all services provided and work performed for a period of not less than one (1) year from the contract completion date. Contractor shall provide the standard manufacturers' warranties for the equipment furnished under this contract. Final payment by the City to the Contractor shall not relieve the Contractor of any warranty responsibilities.

11. **CONTRACTOR'S RESPONSIBILITY FOR WORK:** The Contractor shall remain in charge and care of the Work, and will also take every necessary precaution against damage to the Work by action of the elements or from any other cause whatsoever, whether arising from execution or from the non-execution of the Work until acceptance of Work by the City. The Contractor shall reprint, repair, restore, and make good, without additional compensation, all damage to any portion of the Work occasioned by any cause, other than the sole and active negligence of the City, before its completion and acceptance solely determined by the City's Project Manager.

Materials and equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

12. **UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE"):**

Contractor shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event, as defined herein. Contractor shall not be relieved from liability for failures that are due to a Force Majeure event that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact of such event. Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the Contractor claiming Force Majeure: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine

restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Contractor claiming Force Majeure. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

13. **SUBCONTRACTS AND ASSIGNABILITY:** The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the same without the prior written consent of the City. Any subcontracts or other work which is performed by persons or firms other than the Contractor under this Contract or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or other Contractors required by the Contractor in connection with services covered by this Contract must be specifically approved by the City, thereby:

    A. Thereby approval will be given only after the Surety on the Contract Bond has informed the City in writing that it approves of such assignment being made.

    B. In the event the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

14. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Contract. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but limited to:

    A. Providing Worker's Compensation coverage for employees as required by law;

and

B. Hiring of any employees, assistants, or subcontractors necessary for performance of the Work; and
C. Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; and
D. Payment of all federal, state, and local taxes income, or employment taxes, if Contractor is not a corporation, self-employment, Social Security taxes; and
E. Compliance with the Fair Labor Standards Act, 29U.S.C. §§201. Et. Seq., including payment of overtime in accordance with the requirements od said Act; and
F. Providing employee training for all functions necessary for performance of the Work; and
G. Providing equipment and materials necessary to the performance of the Work; and
H. Providing office or other facilities for the performance of the Work.

In the event the City provides training, equipment, materials, or facilities or otherwise facilitates performance of the Work, this shall not affect any of the Contractor's duties hereunder or alter Contractor's status as an independent contractor.

15. **PROTECTION OF PERSON AND PROPERTY:** The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor and all subcontractors shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. Failure to comply with the Act constitutes a failure to perform on behalf of the Contractor. This Contract requires that the Contractor and any subcontractors hired by the Contractor agree to reimburse the City for any fines and/or court cost arising from penalties charged to the City for violations of OSHA committed by the Contractor or any subcontractor.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all employees on the Work and all other persons who may be affected thereby; all the Work materials and equipment to be incorporated therein, whether in storage on or off the project site or adjacent thereto, including vehicles and equipment therein, trees, shrubs, lawn, walks, pavements, structures, and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall insure that its contract Work does not impair the proper functioning of these utilities.

The Contractor shall perform any Work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City Project Manager of the emergency as soon as practicable but shall not wait for instruction before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the Contractor keep and maintain all necessary protective devices in place and in proper condition at all times where Work is being performed, to prevent injury to person or damage to public or private property.

The Contractor shall be held responsible for such safety and protection until final written acceptance of the Work is issued by the City.

16. **INDEMNIFICATION:** For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Titusville, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform

Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees of an attorney chosen or approved by the City, claims, losses or damages that the City may incur arising from the following:

1. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement.

2. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;

3. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;

4. Any patent or copyright infringement by Contractor;

5. Any lien or other claim by contractor inconsistent with this Agreement;

6. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

17. <u>INSURANCE:</u> The Contractor shall not commence Work under this Contract until he has obtained and provided insurance of the character specified in the Contract Documents and in such amounts that will provide adequate protection to the City and the Contractor against all Liabilities, damages, and accidents, nor shall he commence Work until such insurance has been approved by the City. The Contractor shall not allow any Subcontractor to commence on their subcontract until all insurance required of the subcontract has been obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Contractor

or Subcontractor release the Contractor or Subcontractor of full responsibility for liability, damages, or accidents.

The Contractor and each Subcontractor shall maintain such required insurance during the life of the Contract, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) days advance notice to the City. Coverage shall be as follows:

1) Commercial General Liability Insurance coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.
2) Auto Liability Insurance, covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.
3) Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.
4) In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also

be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.

5) In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

6) In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

18. BONDS: None for this project

19. GENERAL PERSONNEL: The Contractor represents that they will secure at their own expense all personnel and subcontractors required for services, which are necessary to complete the Work as described in this Contract. All services under this Contract shall be performed by the Contractor or subcontractor and all persons engaged in work under the Contract shall be qualified to perform such services and authorized under federal, state, and local laws to perform such services. Personnel who perform services

under this Contract shall not be employees of the City.

All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any worker including supervisors, employed by the Contractor or subcontractor who, in the opinion of the City does not perform Work under this Contract in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately and shall not be employed again in any portion or the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel executing Work related to this contract. This listing shall be updated by the Contractor within three days of a personnel change.

20. **EQUAL OPPORTUNITY EMPLOYER:** The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to voluntarily comply with EOE regulations with regards to gender, age, race, veteran status, country of origin, and creed. Any subcontracts the Contractor may enter into shall make reference to this clause with the same degree of application being encountered. When applicable the Contractor shall comply with all State or Federal EOE regulations.

21. **CERTIFICATION OF RESTRICTIONS ON LOBBYING.** The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any FDOT Joint Participation

Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

22. **DRUG-FREE WORKPLACE:** The City of Titusville encourages all contractors to maintain a drug-free workplace program in accordance with Section 287.087 of the Florida Statutes.

23. **PUBLIC ENTITY CRIME:**

The Contractor shall file a sworn statement with the City, which is provided under Contract Forms, stating whether a person or affiliate as defined in Section 287.133(1), Florida Statutes, has been convicted of a public entity crime subsequent to October 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

24. **E-VERIFY:** As a condition precedent to entering into a Contract as a result of this bid/proposal, and in compliance with Section 448.095, Florida Statutes, Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 2, 2021.

A. The City shall not enter into, or renew, a contract with a Contractor that is not enrolled in E-Verify. Any Contractor that has a contract with the City shall be contractually obligated to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The Contractor shall provide the City acceptable evidence of their enrollment at time of execution of the contract or renewal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the Business.

B. Contractor shall require of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

C. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statute or the provision of this section shall terminate the contract with the person or entity.

D. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly

notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

E. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statute. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public Contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

F. Subcontracts: Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

25. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT:** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Contract, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

26. **SCRUTINIZED COMPANIES:** In accordance with Sections 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Contract Documents. Contractor and Subcontractor shall affirm not to be on the

Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

27. **ANTI-DISCRIMINATION:** Contractor for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-leases, as a part of the consideration hereof—hereby covenants and agrees that:

A. No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

B. No Employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of

employment, or any matter directly or indirectly related to performance of this Contract.

28. **DISCRIMINATORY VENDOR LIST:** Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

29. **GRATUITIES AND KICKBACKS:**

A. **GRATUITIES**

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore.

B. **KICKBACKS**

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

C. **CONTRACT CLAUSE**

The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

30. **FOREIGN GIFTS AND CONTRACTS:** The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under Florida Statutes 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission.

31. **ANTITRUST VIOLATIONS; DENIAL OR REVOCATION:** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

32. **ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:**

Pursuant to Florida Statute 287.05701, local governments cannot give preference to a contractor based on social, political or ideological interests such as those listed directly below. Contractors are also prohibited from giving preference to subcontractors based on the below listed factors. Violations will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

A. The Contractor's political opinions, speech, or affiliations.
B. The Contractor's religious beliefs, religious exercise, or religious affiliations.
C. The Contractor's lawful ownership of a firearm.
D. The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
E. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
F. The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
G. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
H. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
    2. Social governance standards, benchmarks, or
    3. requirements, including, but not limited to, environmental or social justice;
    4. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
    5. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

33. NON-APPROPRIATIONS: This Contract will remain in full force and effect only as long as the expenditures provided for the Contract have been appropriated by the City Council in the annual budget for each fiscal year of the Contract, and is subject to termination without penalty if funding is not appropriated.

34. SEVERABILITY: If any clause or provision of this contract is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Contract,

then and only in that event, it shall be the intention of the parties that the remainder of this Contract, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Contract upon the Parties shall be cumulative but not restricted to those given by law.

35. TERMINATION:

A. FOR CAUSE/DEFAULT: The Agreement may be terminated in writing by the City for default in whole or in part (delivery orders, if applicable) if the Contractor:

1) fails to carry forward and complete Work in accordance with the requirements hereof;
2) fails to comply with applicable laws, regulations, permits, or ordinances';
3) fails to timely commence or continuously and vigorously pursue correction of defective Work;
4) makes material misrepresentation to the City regarding Work or performance thereof.
5) persistently disregards instructions of the Purchasing & Contracting Administrator
6) fails to observe or perform any provisions of the Agreement Documents
7) be guilty of a substantial violation of any provisions of the Agreement Documents
8) BANKRUPTCY - If the Contractor shall be adjudged bankrupt, insolvent, or financial condition defined under Title 11 of the United States Code effective at any time during contract term specified therein; or if Contractor should make a general assignment for the benefit of their creditors; or if a receiver should be appointed for the Contractor or any of their property; or if Contractor should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Agreement; then the City/Owner may -- by at least five (5) days prior written notice to the Contractor -- without prejudice to any other rights or remedies of the City under the contract, terminate the Contractor's right to proceed with the work. In such case, the City may take possession of and utilize in completing the work, such necessary materials, appliances, and plant as may be on the site of the project. The

foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the Agreement Documents.

The City shall provide Contractor with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of the termination. Such notice shall state the nature of the deficiency and, at the City's sole judgment and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City.

After receipt of the termination Notice and except as otherwise directed by the City, the Contractor shall:

1) Stop work on the date and to the extent specified.
2) Terminate and Settle all orders and subcontracts relating to the performance of the terminated work.
3) Transfer all work in process, completed work, and other materials related to the terminated work as directed by the City.
4) Continue and complete all parts of the work that have not been terminated.

B. <u>FOR CONVENIENCE:</u> Notwithstanding any other provision of this Contract, the City may terminate this Contract, or any Work issued under it, in whole or in part, at any time, with or without cause, upon ten (10) days written notice to the Contractor.

Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services, or facilities except as needed to continue any

portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for any Work performed prior to the date of the termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the vendor. Any such materials shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specially provided for herein, including but not limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

36. **GOVERNING LAW:** The laws of the State of Florida shall govern this Contract.
37. **VENUE:** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.
38. **WAIVER OF TRIAL BY JURY:** The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.
39. **ATTORNEY'S FEES:** In the event of any legal or administrative proceedings arising from or related to this Contract, including appeals, each party shall bear its own costs and attorney's fees.
40. **CONFLICT OF INTEREST:** No officer, member or employee of the City or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this contract or any related subcontract, or the proceeds thereof. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
41. **CONFLICTING PROVISIONS:** Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.
42. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company corporation individual or firm, other than

a bona fide employee working solely for the Contractor any fee, commission, or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

43. **CONSTRUING PROVISIONS:** This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts for their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the General terms of this Contract, the provisions of the latter shall prevail.

44. **SEPARATE COUNTERPARTS & EXECUTION:** This Contract and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same contract. Execution and delivery of this Contract and any amendments by the Parties shall be legally valid and effective through; (i) executing and delivering the paper copy of the documents, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (",pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving, or storing by electronic means this Contract and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Contract (i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of the Contract is sought.

45. **RETENTION AND REVIEW OF RECORDS:** The Contractor and its subcontractors or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

The Contractor and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Contractor or its subcontractor or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and

Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Contractor and its subcontractors will permit such representatives to interview employees on the job during working hours.

46. **AUDIT RIGHTS:** The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must all the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the Contract.

47. **PUBLIC RECORDS:** Records of the Contractor that are made or received in the course or performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Florida Statute. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Florida Statute. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

    A. As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract, the Contractor agrees to:

        i. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.

        ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.

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

iv. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records as required by the City to perform the service. If the Contractor transfers all public records upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. The term "public record" as used in this provision include all documents, papers, letters, maps, books, tapes, photographs, films, sound records, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, WANDA.WELLS@TITUSVILLE.COM, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

CONTRACTOR:	**OWNER**:
Doug Wilson Enterprises	City of Titusville
340 Manor Drive	555 S. Washington Avenue
Merritt Island, FL 32952	Titusville, FL 32796

By: _____ By: _____

Tom Abbate, City Manager

Date: _____ Date: _____

ATTEST:

_____

Wanda F. Wells, City Clerk

Date: _____

Staff Review & Preparation:

_____Date: _____

Leslie A. Rothering, Purchasing & Contracting Administrator

_____Date: _____

Kevin Cook, Public Works Director

_____Date: _____

Terrie Franklin, CDBG Grant Administrator

Exhibit 1 – ITB Bid Document

Exhibit 2 – Contractor's Bid Submittal

DRAFT

BID TABULATION

City of Titusville
Purchasing & Contracting Division

SOLICITATION TITLE: Community Shade Stop - CDBG - REBID
SOLICITATION #: CN-25-B-052MG
OPENING DATE/TIME: August 29, 2025 @ 3:00 p.m.
POSTING DATE/TIME: September 2, 2025 @ 2:00 p.m.

			SDV Services
ITEM	DESCRIPTION	UOM	UNIT PRICE
1	Mobiliation - General conditions & Demobilization	LS	**$5,000.00**
2	Maintenance of Traffic	LS	**$1,500.00**
3	Superior Shade Structure	LS	**$12,200.00**
4	Existing sidewalk removal, New sidewalk installation & Including all restoration	LS	**$11,200.00**
5	Installation of Bench, Trash receptacle and Bike Rack w/ Concrete Pad	LS	**$8,000.00**
	GRAND TOTAL BID PRICE		**$37,900.00**

Non-Responsive Bids: Bliss Products & Services and Advanced Recreational Concepts submitted equivalents that were not approved as listed in SECTION I, #2, INFORMATION AND CLARIFICATION
Additional notes: Advanced Recreational Concepts submitted a Grand total price of $25776.42 which is a discrepancy with the unit pricing and has a difference of $3867.14 from Grand total submitted on their bid.

INTENDED AWARD: SDV Services

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: MBG / LAR

Invitation to Bid
Bid Acknowledgement
This is not an order!

SUBMIT SEALED BID TO:

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

FLORIDA TAX EXEMPT #85-8012621749C-1

BIDS RECEIVED AFTER BELOW DATE AND TIME WILL NOT BE ACCEPTED

FEDERAL TAX EXEMPT #59-6000523

Release Date:	**Bid Number:**
August 7, 2025	CN-25-B-052MG

Procurement Analyst: Matthew Gantz

Bid Title: Community Shade Stop - FY25 CDBG - REBID 2

Bid opening Date and Time: August 29, 2025 3:00pm

BID SPECIFICATIONS MAY BE OBTAINED AT:
Purchasing and Contracts, 555 Washington Ave, Titusville, FL 32796
,or at the Euna OpenBids.® website

Pre-Bid Date, Time, and Location: ☑ None ☐ Mandatory ☐ Non-Mandatory

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Scope of Work, proposed Agreement, and any/all other documents accompanying or made part of this bid 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 bids.
- I certify that all information contained herein is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid 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 certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor.
- In submitting a bid to the City of Titusville, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the City of Titusville all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Titusville. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Contractor.

IF RETURNING AS A "NO BID", PLEASE STATE REASON:

Legal Name of Contractor:	**Business Address:**
Telephone Number:	**FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN.):**

The contractor acknowledges that information provided in this ITB is true and correct.

X _____ _____
AUTHORIZED SIGNATURE *(MANUAL)* NAME *(PRINTED)*

_____ _____
TITLE DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ Physical Presense or ☐ Online Notarization

this _____ day of _____ (month) , _____ (year) ,by _____ (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: _____

BOND DATA

CONTRACTOR MUST PROVIDE

		AMOUNT:
Yes ☐ No ☑	BID BOND	_____
Yes ☐ No ☑	PERFORMANCE BOND	_____
Yes ☐ No ☑	LABOR, MATERIAL, PERFORMANCE BOND	_____

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

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

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Section II - Special Conditions Page 5-8

Section III - Scope of Work (including site plan) Page 8-12

Section IV - General Terms & Conditions Page 13-20

Attachments:
Attachment A – Price Sheet
Attachment B – Required Forms
Attachment C – Draft Contract

Exhibits:
Exhibit A – Appendix II of 2 CFR Part 200
Exhibit B – Davis Bacon Act WD
Exhibit C – HUD Fair Labor Standards
Exhibit D – HUD General Contract Conditions for Small Construction

Bidder Checklist

COMMUNITY SHADE STOP - FY25 CDBG - REBID 2
INVITATION TO BID #CN-25-B-052/MG

The following items must be included with the submittal for Bid to be considered responsive.

Solicitation Front Documents

☐ Signed & Notarized Cover Page

Attachment A – Price Sheet

☐ Price Proposal Form

Attachment B – Required Forms

☐ Addendum Acknowledgement Form

☐ Questionnaire Form

☐ Subcontractor Proposal Form

☐ References Form

☐ Public Entity Crimes Affidavit

☐ Drug Free Workplace Certification

☐ Scrutinized Company List Affidavit

☐ E-Verify Affidavit

☐ Certification Regarding Lobbying

☐ Form of Non-Collusion Affidavit

☐ Equal Employment Opportunity Certification

☐ Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion

☐ Human Trafficking Affidavit

☐ Certification of Compliance with Grant Requirements – CDBG-HUD

☐ Florida Trench Safety Act Statement

☐ Certification of Nonsegregated Facilities

☐ Section 3 Business Concerns Preference (only if claiming qualification)

☐ Licenses Copies (Professional, Business, etc.)

The City's State Tax Exemption number is 85-80126221699C-3; the FEID number is 59-6000440.

SECTION I – INTRODUCTION & INSTRUCTION TO BIDDERS

1. INTRODUCTION

The City of Titusville is requesting sealed bids from licensed qualified Contractor's to furnish, deliver, and install all materials and labor to construct one (1) community shade stop funded by Community Development Block Grant (CDBG) grant and in accordance with all regulations found in 24 CFR and 2 CFR part 200. The awarded Contractor's price shall include all labor, material, equipment, and incidentals including mobilization, and maintenance of traffic (M.O.T.), necessary to perform the Work shown on the attached plan. If needed to support construction, the Contractor shall be responsible for renting a hydrant meter from the City Customer Services Office at City Hall located at 555 S. Washington Ave. Titusville, FL 32796.

2. INFORMATION AND CLARIFICATION

For information concerning procedures for responding to this bid, contact Matthew Gantz, Purchasing and Contracts at phone number (321) 567-3735 or email: Matthew.Gantz@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 bid, any corrections of any ambiguity, inconsistency, or error therein, will be made by any bidder orally. Every request for such interpretation must be in writing addressed to the attention of the e-mail contact listed above. The City shall not be bound by oral explanations or instructions given at any time during competitive process or afterward.

All requests for clarification must be received in writing no later than ten (10) calendar days prior to the date for opening of the bids. All such interpretations and supplemental instructions will be in the form of written addendum to the bid. Only the interpretation or correction so given by the Purchasing and Contracting Department representative in writing shall be binding. Bid documents may be downloaded from DemandStar or by emailing a request to the Purchasing & Contracting contact listed above.

3. PREPARATION OF BIDS

Bidders are expected to examine this bid packet, scope of work, all instructions, and Attachments (if applicable). Failure to do so will be at bidder's risk.

All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person authorized to sign the bid. A responsible officer or employee of that firm must sign with the firm or company name on all bids. Obligations assumed by such signatures must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof, on which an entry is made.

Unit price for each item bid shall be shown and such price shall include packing in accordance with the general or any special conditions, unless otherwise specified. A total shall be entered into the amount column for each item bid. In case of discrepancy between a unit price and the extended price, the unit price will be presumed to be correct.

PURSUANT TO CITY POLICY, FAILURE OF A CONTRACTOR TO ADVISE THE CITY OF BID DISCREPANCIES IN ORDER TO GAIN A COMPETITIVE ADVANTAGE MAY BE GROUNDS FOR A CANCELATION OF ANY CONTRACT OR PURCHASE ORDER AWARDED UNDER THIS BID.

4. **SUBMITTAL**

Bids shall be received by the City's Purchasing & Contracting Office, City Hall, 555 South Washington Avenue, Titusville, Florida, 32796 no later than **3:00 p.m**. local time **August 29, 2025**, at which time and date all bids duly submitted will be publicly opened and names of firms submitting bids read aloud in the City Council Chambers. No further details of the contents shall be disclosed until notice of intent of award or thirty (30) calendar days after opening of bids, whichever comes first, in accordance with Chapter 119.71, Florida Statutes. Bids must be submitted on the City format to be considered. The official time clock will be the date and time stamp when received in the Purchasing & Contracting Office. All bids received after the opening date and time will be considered invalid and rejected. It is the Bidder's responsibility to ensure that their Bid response is received prior to the deadline.

Electronic Bid filing is available for this Solicitation on Euna OpenBids at www.Demandstar.com. Electronic bidding is preferred; however hard copy bids will still be accepted.

If submitting hard copies, bids shall be submitted in **one (1) paper copy** and **one (1) digital copy** to be saved in Excel (.xls or .xlsx), Adobe Portable Document Format (.pdf), or .ZIP file formats only, on compact disc (CD) or USB flash drive in a sealed envelope or box. All submittals must be received no later than the above said date and time. The material should be in the same sequence or order as organized within the bid packet. The City shall not be liable for any cost incident to the preparation of responses, materials, reproductions, presentation, copyright infringement, etc.

Sealed bids must be clearly marked on the outside as follows:

"Bid Title: COMMUNITY SHADE STOP - FY25 CDBG - REBID 2"

Bid # CN-25-B-052/MG

and returned to:

City of Titusville – City Hall

Purchasing and Contracting Department

555 S. Washington Ave., 2nd floor.

Titusville, FL 32796

Note: Please ensure if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing & Contracting on the 2nd floor at the above address. **Bidders are advised that the U.S. Postal Service 1st class and Express mail is delivered to a centralized mail room and is not delivered directly to the Purchasing & Contracting Office. Delivery via the USPS is at the bidder's risk.**

The contents of this bid, insurance requirements, and all provisions of the successful bid deemed pertinent by the City shall be incorporated into the agreement and shall become legally binding.

SECTION II - SPECIAL CONDITIONS

1. **MINIMUM QUALIFICATIONS**

Bidders shall be properly licensed to conduct business in the State of Florida. The successful Bidder will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed including registration with the State of Florida to conduct business within the state. Prior to award, the apparent low Bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office.

2. AWARD

A purchase order or contract will be awarded to the responsible Bidder who submits the lowest price and is determined, by the City, to be the most responsible and responsive bidder by substantially complying with the provisions of the Invitation to Bid. Provided the Bid price is reasonable, and 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 Bidder, in determining the most advantageous Bid.

3. FUNDING COMPLIANCE REQUIREMENTS

Awarded Contract must follow all requirements listed in Attachment A, regarding CDBG funded projects. Including, Davis-Bacon Act, certified payroll and Section 3 hiring. All bidders are to certify compliance on the form included within this bid package.

All bidders, including proposed subcontractors, submitting for this project must provide a Sam.gov Unique Entity ID (UEI) number for the purpose of a debarment check through SAM.gov. Only the primary contractor shall be fully registered with Sam.gov. Please include a printout of the Sam.gov UEI # for all entities proposing work in bid submittal.

Payment and performance obligations for this project shall be subject to appropriation and availability of grant funds to the City through the CDBG Grant program.

4. EQUIVALENTS

Any offering of equivalents must be submitted to the Purchasing Contact listed in SECTION I, #2, INFORMATION AND CLARIFICATION, for review and approval ten (10) days prior to bid opening. Bidder's shall include brand name, manufacturer's specifications and manufacturer's warranty information with requests for equivalent acceptance. Any approved equal will be addressed through an addendum.

5. PERMITS

All permits, if applicable, shall be the Contractor's responsibility to pay for and obtain. Contractor shall also be responsible to ensure that appropriate City departments are notified when construction is to commence and to ensure that City, engineering and Building Department inspections are called for as necessary. Contractor shall comply with all applicable provisions of the current Florida Building Code or City standards, as adopted by the City. The required permitting for this project will include at minimum a City Building permit. Shade structure building plans should be provided to the building department during permitting. The City will not provide surveys and elevations for permitting. Contractor is responsible for all documents and material required for proper permitting.

All fees paid by Contractor for permits shall be reimbursed based on actual payments. Receipts for permit expense must be submitted with final invoice for reimbursement.

6. PRICING/INVOICING

Pricing shall be based on unit prices provided on the price proposal page and shall remain firm. All pricing shall incorporate and include all delivery, shipping/fuel charges, transportation, travel, and any other associated costs. The City of Titusville will not be responsible for any additional charges and will not reimburse travel time.

Partial payments may be made for work completed by the Contractor on a progress scheduled. Once the completed portions of Work have been accepted by the City's Project Manager, properly documented and invoiced. Payment shall be made in accordance with the Florida Prompt Payment Act, Florida Statutes 218.70-78.

7. REFERENCES

Bidder shall submit the following information with their bid:

a) References: Provide a minimum three (3), maximum five (5), references on the form provided. References shall be verifiable commercial, retail, and/or governmental projects of the same size and complexity. Reference form should be complete with accurate contact data. Don't list people who will be unable to answer specific questions regarding the requirement.

Failure to submit the above requested information may be cause for rejection of your bid.

8. INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION:

The City shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the City is contracting hereunder, provided such is caused in whole or in part by any negligent act, intentional act, or error and omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE:

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

Commercial General Liability Insurance - coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.

Auto Liability Insurance - covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.

Workers' Compensation and Employers Liability Insurance - Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) calendar days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) calendar days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

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

SECTION III - SCOPE OF WORK

1. INTENT

The City of Titusville intends to contract with a licensed contractor to construct one (1) bench and shade stop location within Titusville. The awarded Contractor shall provide all labor, material, equipment, and incidentals including mobilization, and maintenance of traffic (M.O.T.), necessary to perform the construction and installation as shown on the included site plan. The Contractor shall also be responsible for renting a hydrant meter from the City if needed to support construction.

2. PUBLIC OUTREACH

The Contractor is responsible for all public outreach activities before and during construction. The Contractor shall provide written notice to all affected residents/businesses a minimum of 72 hours prior to starting work in a location. Written notice draft shall be submitted to the City for approval.

3. SPECIFICATIONS:

3.1 All construction shall conform to the FDOT Standard Specifications for Road and Bridge Construction, latest edition.

3.2 All technical specifications are to be in accordance with the included site plan. No equivalents for shade structure will be accepted with this bid.

3.3 Equivalents for Trash receptacle, Bike rack and Bench will be acceptable in accordance with the Section I; SPECIAL CONDITIONS; EQUIVALENTS of this bid packet. Sidewalk installation will work around the existing fire hydrant and be finished out to maintain the area within all applicable codes and regulations.

3.4 Formal soil compaction tests nor concrete test will be required.

3.5 Grass to be installed for disturbed areas to match existing or Bahia if not determinable.

3.6 Contractor must submit a MOT plan for the project to the City's Project Manager and must be approved prior to executing the Work. The maintenance of traffic plan should detail a safe work area and traffic flow in accordance with all governing regulations including FDOT. Note: Deleon Avenue may only have a single lane closure at any time if necessary, during construction.

4. VIDEO

Prior to construction, a pre-construction video of all areas and proposed staging and storage area is required. The video with audio is required to be DVD or electronic media video format and presented to the City's Project Manager.

5. GENERAL PROVISIONS

5.1 Adherence to a work schedule mutually agreed upon by the Contractor and City Project Manager. Standard Work Hours 8:00 am – 5:00 pm M-F.
5.2 Work must be scheduled at minimum three (3) business days in advance.
5.3 Contractor shall designate an individual acceptable to the City to serve as the Contractor's Project Manager.
5.4 City will locate right-of-way at this location.
5.5 Contractor is responsible for providing redline As-builts only.
5.6 All permitting is the Contractor's responsibility.
5.7 Project must be completed in no more than sixty (60) days.

6. WARRANTY:

6.1 The Contractor must provide a one (1) year warranty on all labor and materials.
6.2 The Contractor must provide and facilitate the transfer of manufacturer's warranty for the following items:

a. Trash receptacle
b. Bench
c. Bicycle rack
d. Shade Structure System
e. Shade Structure Fabric

"See site plan next page"

SITE PLAN

2025 CDBG BENCH AND SHADE

for

City of Titusville, Florida
Public Works

INDEX OF DRAWINGS

SHT. NO.	DESCRIPTION
CS	COVER SHEET
1	SITE #1
2	DETAILS

Location Map

ANDREW CONNORS
Mayor
HERMAN A. COLE, JR
Vice Mayor
MEGAN MOSCOSO
Council Member
JO LYNN NELSON
Council Member
DR. SARAH STOECKEL
Council Member
TOM ABBATE
Interim City Manager
KEVIN COOK, PE
Public Works Director

Prepared By: City of Titusville Public Works Department
2910 Garden Street
TItusville, Florida 32780

UTILITY LOCATES
SUNSHINE 811

100% Plans
5/20/25

CDBG - DELCON AVE BENCH/SHADE REVISED 03/01/2017 BY:DJB

CN-25-B-052MG Community Shade Stop - FY25 CDBG - REBID 2

CDBG – DELEON AVE BENCH/SHADE

0 30 60 Feet

SYMBOL	REVISIONS	BY	DATE	APPRVD

DESIGNED BY:	CKC
DRAWN BY:	CKC
PROJECT ENGR:	CKC
CHECKED BY:	X
APPROVED BY:	CKC

Sealed By: C. KEVIN COOK , P.E.
FL. Reg. No. 65145

CITY OF TITUSVILLE
PUBLIC WORKS ADMINISTRATION
2910 GARDEN STREET, TITUSVILLE FL 32780

CDBG 2025
BENCH AND SHADE

DATE: 5/20/25
SCALE:1" = 10'

1

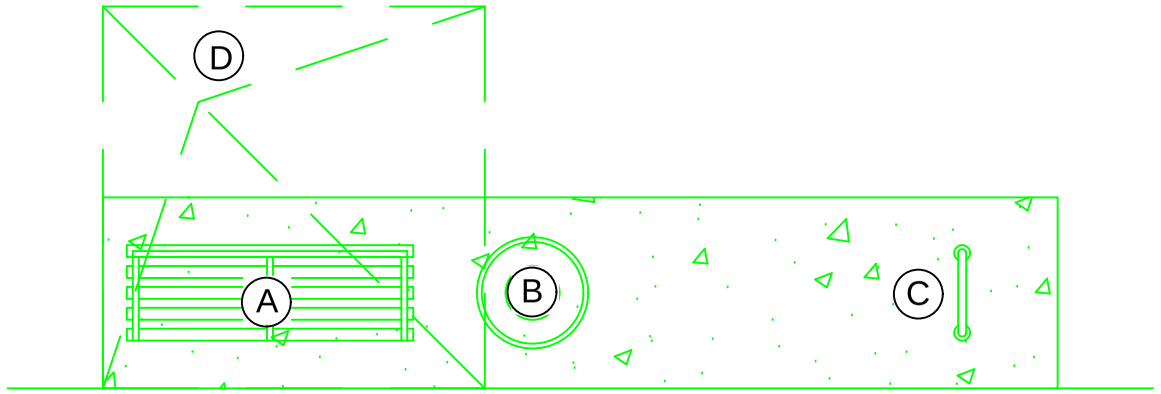
SHEET 1 OF 2

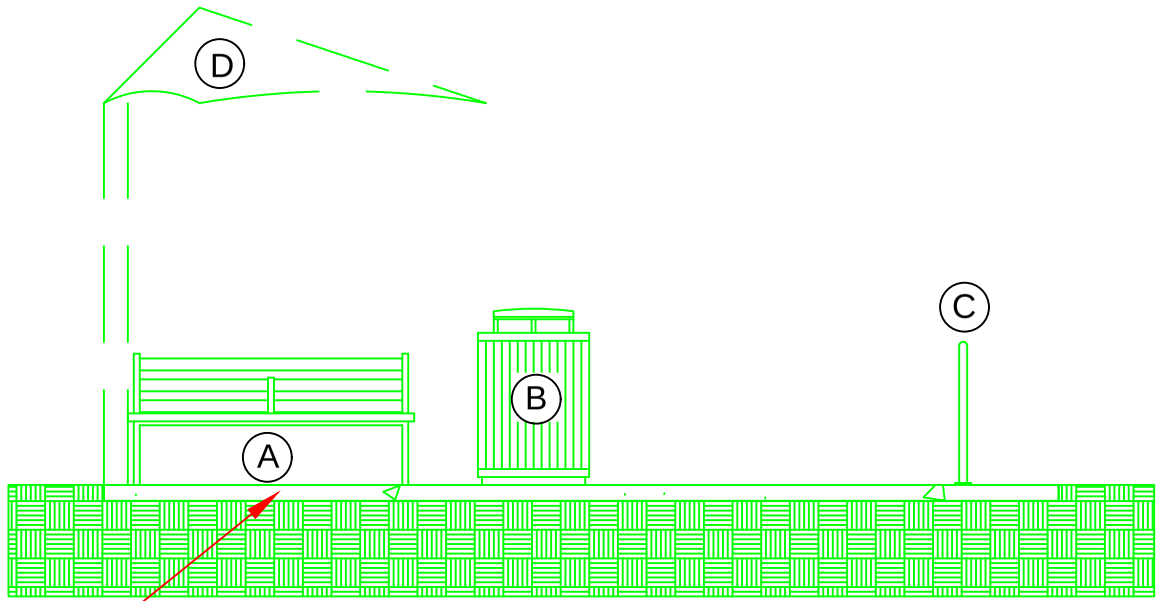
A 72" CONCRETE PARK BENCH
- CONTEMPORARY CLASSIC 72"
- DOVE GRAY SMOOTH FINISH SEAT
- DOVE GRAY LSB FINISH FRAME
- SECURITY BRACKET
- BELSON OR EQUAL

B 36 GAL CONCRETE TRASH RECEPTACLE
- CONCRETE TRASH RECEPTACLE
- DOVER GRAY LSB FINISH
- BROWN LID
- 36 GAL ROUND LINER
- BELSON OR EQUAL

C SINGLE LOOP BIKE RACK
- 2-3/8" OD
- BLACK COLOR
- SURFACE MOUNT
- BELSON OR EQUAL

D CANTILEVER SQUARE SHADE STRUCTURE
- 8' X 8' FOUR PANEL SQUARE UMBRELLA W/O GLIDE
- STRUCTURE COLOR TO BE OCEAN BLUE
- ROOF COLOR TO BE COM 95 RIVERGUM
- SUPERIOR SHADE





6" CONCRETE SIDEWALK
20' X 4' ON COMPACTED SOIL

SYMBOL	REVISIONS	BY	DATE	APPRVD
	REPLACED SHADE STRUCTURE MANUFACTURE	CKC	5/20/25	CKC

DESIGNED BY:	CKC
DRAWN BY:	CKC
PROJECT ENGR:	CKC
CHECKED BY:	X
APPROVED BY:	CKC

Sealed By: C. KEVIN COOK , P.E.
FL. Reg. No. 65145

CITY OF TITUSVILLE
PUBLIC WORKS ADMINISTRATION
2910 GARDEN STREET, TITUSVILLE FL 32780

CDBG 2025
BENCH AND SHADE

DATE: 5/20/25
SCALE: NTS

2

SHEET 2 OF 2

CDBG - DELEON AVE BENCH.DWG

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Front Docs
CN-25-B-052MG Community Shade Stop - FY25 CDBG - REBID 2

Section IV General Terms & Conditions

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 solicitation.

   c. 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.

   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 Solicitation 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, an any other information required by City policies.

   f. RESPONSIVE CONTRACTOR - A Contractor who has submitted a Bid/proposal, which conforms in all respects to the requirements of the Solicitation package, including, but not limited to, submission of the Bid/proposal on required forms with all required information, signatures, and notarizations at the place and time specified.

   g. SOLICITATION - An Invitation for Bids, Request for Proposals, Request for Qualifications or any document used to obtain bids or proposals for the purpose of entering into a contract.

   h. 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.

2. **Submittal of Solicitations – Due Date:** Bid/proposals shall be submitted utilizing the Solicitation form(s) provided herein. All Bid/proposals shall be properly executed with all applicable blank spaces completed. All corrections made by Contractor to any Bid/proposal entry must be initialed. Bid/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 bid/proposals received in Purchasing after the specified date and time will not be accepted. Bid/proposals shall be submitted in a sealed envelope prior to the time established for the opening of Bid/proposals, and the envelope shall be marked with the Solicitation number, title of Solicitation, Solicitation 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. Bid/proposals submitted by mail must be received in the office of the Purchasing & Contracting Division by the time specified herein for the Solicitation opening. The City of Titusville will take no responsibility for delay caused by poor mail delivery or miscalculation of delivery by the Proposer.

3. **Proposer's Signature:** If the Bid/proposal 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/proposal as principal. If the Bid/proposal 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/proposal is made by a corporation, the Bid/proposal must be signed by some authorized officer or agent, subscribing the name of the corporation with his own name and affixing the corporate seal. Such office or agent must also state the name of the State under which the corporation is chartered, the names and business address of the President, Secretary and Treasurer, as well as the registry with the Secretary of State of the State of Florida of such corporation for doing business in the State of Florida.
   If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing & Contracting Division at (321) 567-3698, for further clarification. Strict adherence to criteria outlined above is of the utmost importance in the finalization of agreements awarded to successful Proposers.

4. **Solicitation Opening:** Solicitation opening shall be public on the date and time specified. Sealed Bid/proposals received by an agency pursuant to invitations to Solicitation 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 Solicitation or Solicitation 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. Bid/proposal must be submitted on forms provided by the City. No other forms will be accepted. Fax, telephone, emailed, or verbal Bid/proposals are not acceptable and will not be considered. No Bid/proposal may be modified after opening. No Bid/proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

5. Unless otherwise noted in the Solicitation document, Contractors shall submit <u>one Bid/proposal only</u>.

6. **Withdrawal of Bid/proposals:** Proposers may withdraw a Bid/proposal after it has been delivered to the purchasing agent any time prior to the stipulated time for opening of the Bid/proposals.

7. **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 Bid/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 Bid/proposal.

8. **Questions Regarding Specifications or Solicitation Process:** To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, division, 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 Bid/proposals, prior to the time a Solicitation 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 Bid/proposal currently under evaluation and/or any future Bid/proposal depending on severity of the infraction.
   a. Any questions relative to interpretation of specifications or the Solicitation 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 Solicitation. At the City's sole discretion, inquiries received within five (5) days prior to the date set for the receipt of Solicitations 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 Bid/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 Bid/proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda or acknowledgment thereof with the Bid/proposal.

9. **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 Solicitation 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 Solicitation opening unless stipulated otherwise in the Solicitation documents (including all issued addenda).

10. **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 Bid/proposal.

11. **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.

12. **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.

13. **Trade Names:** In cases where an item to be proposed 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 Bid/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. Bid/proposals on other makes or catalog numbers will be considered provided each Proposer clearly indicates prior to the Solicitation due date or states in its Bid/proposal exactly what alternative it proposes to furnish and forwards with his Bid/proposal, or prior to the Solicitation due date, a cut illustration or other descriptive material which will clearly indicate the character of the article covered in its Bid/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 Bid/proposal, the Proposer may be required to submit, before the Solicitation 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.

14. **Awards:** The City will negotiate the terms of the final
15. agreement with the Proposer(s) determined to have submitted the best bid/proposal(s) under the selection criteria outlined the solicitation. If negotiations fail, the City may negotiate with other Proposer's for award of the agreement or terminate this solicitation without liability to any person. Final award will be made based solely on bid/proposal(s), which, in the City's opinion, is in the best interest of the City.

15. **Evaluation of Bid/proposals**: The City reserves the right to make any changes to this Solicitation, or to reject any and all Bid/proposals, or portions of any and all Bid/proposals, or to accept any Bid/proposal or portion thereof deemed to be in the best interest of the City, or postpone or cancel or to re-solicit this Solicitation at any time, or to waive any irregularities or informalities in this Solicitation or in the offers received as a result to this Solicitation, 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 Bid/proposal of a Proposer who has previously failed to perform properly or complete contracts or purchase orders on time, or a Bid/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 Solicitation 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 Proposers' 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. **Bidder/Proposer Qualification:** The City reserves the right to conduct an inspection of the Bidder/Proposer's facility and equipment prior to the award of the Solicitation. 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 Solicitation.

    Bid/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 Bid/proposals from firms who maintain current City occupational license or from firms that are licensed to conduct business in the State of Florida.

    Bid/proposals will be considered only from firms which are regularly engaged in the business as described in this Solicitation 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 Bid/proposal:

    a. Submission of more than one (1) Bid/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 Bid/proposal in which the bid/proposal price for some items are out of proportion to the bid/proposal price for other items.
    e. Lack of competency of Bidder/Proposer – i.e., Bidder/Proposer will be considered ineligible if at any time during the process of receiving Bid/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. **Bid/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 Bid/proposal

guarantee submitted with the Bid/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. **Safety Warranty**: The selling dealer, distributor, Contractor, and manufacturer shall be responsible for having compiled with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

21. **Warranty:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Bid/proposal shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of this Solicitation.

22. **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 to City user agency. Invoices are to be billed at the prices stipulated on the purchase order or contract and as outlined in the Vendor's Bid/proposal. All invoices must show the City of Titusville purchase order number.

23. **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 Solicitation 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.

Solicitation award challenges or Solicitation 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.

24. **Solicitation Award Cancellation:** The City reserves the right to withdraw all Solicitation awards at any time for any reason.

25. **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.
    - Continued failure to deliver products, services, work in accordance with the terms and conditions of the engagement documents.
    - Disregard for the prudent use of taxpayer's funds.
    - Causing the City to litigate.
    - Shoddy workmanship.
    - Deliberate attempts to deceive the City.

26. **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 Bid/proposal as non-responsive.

27. **Conflict of Interest**: The award hereunder is subject to all applicable portions of Chapter 112, Florida Statutes. All Proposers must disclose with their Bid/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.

28. **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 five (5) years from the date of final payment under the Purchase Order unless a shorter period is otherwise authorized in writing by the City.

29. **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.

30. **Florida Statutes on Drug-Free Workplace Programs:** In case of tie Bid/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 Solicitation and must be completed and returned with your Bid/proposal.

31. **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.

32. **Discriminatory Vendor List:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid/proposal for a contract to provide goods or services to a public entity, shall not submit a Bid/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 Bid/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.

33. **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.

34. **Cancellation And Reinsurance:** If any insurance should be canceled or changed by the insurance expiring during the period of this Solicitation award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Solicitation to maintain continuous coverage during the life of the contract.

35. **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 Solicitation are entirely the obligation of the Contractor and shall not be chargeable in any manner to the City of Titusville.

36. **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.

37. **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.

38. **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.

39. **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.

40. **Contract Termination:** The contract resulting from this Solicitation 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.

41. **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.

42. **Confidentiality of Bid/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.

43. **Local Preference:** (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 hundreds (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.

44. **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 Proposer may by their actions cause their Proposer's submission to be rejected/disqualified.

45. **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.

46. **E-Verify:** As a condition precedent to entering into an agreement as a result of this Solicitation, 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.
1. 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.
2. 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.
3. 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.
4. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be

challenged pursuant to Section 448.095(2)(d), Fla. Stat. 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.

5. 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.

47. **Contingent Fees:** The Successful Proposer(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.

48. **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.

49. **Prohibited Telecommunications Equipment.** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing a Contract, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

50. **Anti-Trust Violations.** By entering into a Contract, Contractor certifies that at the time of entering into a Contract, neither it nor its affiliate(s) are on the anti-trust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

51. **Foreign Gifts And Contracts.** The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. *See Section 286.101(7)(a).*

52. **Human Trafficking Affidavit**. Upon execution of a Contract, Contractor shall submit a sworn statement to the Client on the attached affidavit form and incorporated herein, in accordance with the provisions of Florida Statute 787.06(13).

53. **Foreign Gifts And Contracts.** The CONTRACTOR must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. *See Section 286.101(7)(a).*

54. **Purchasing Contracts With Other Government Entities:** The City permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).

55. **Force Majeure**: Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God, fire, theft, war, riot, embargoes or acts of civil or military authorities. If delivery is to be delayed by such contingencies, Contractor shall immediately notify City in writing and City may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Purchase Order at no cost to City.

56. **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 CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. Washington Ave., Titusville FL 32796.

57. CLOUD-BASED SERVICES. The following provisions apply if this Contract is for cloud-based services.

a) **Content Ownership and Use**. Contractor shall agree that data entered into the Contractor's cloud-based service system (the "Content") is owned by the City and shall be returned to City promptly upon demand in a format acceptable to the City and at no charge. Content shall not be withheld for non-payment. Upon successful transfer of Content to City, Contractor will destroy Content as directed by City upon the City's authorization. Contractor's access to Content is limited such that the City grants Contractor a limited, royalty-free, non-exclusive, non-transferable and non-sublicensable license to process Content only in the United States as instructed by City and limited to the City's benefit.

b) **Confidentiality.** If Contractor's employees or representatives are granted access to any of City's computer networks or systems (including, but not limited computer systems, application programs and databases), Contractor shall treat all of City's data and information accessed from such system(s) as City's confidential information. In addition, (i) Contractor, Contractor's employees and representatives will not use or disclose for any purpose any aspect or portion of third party data or information which Contractor may access for City's computer system(s), unless Contractor first obtain the third party's written consent; and (ii) Contractor shall make no electronic or hard copies of City's information extracted from City's computer system(s) unless specifically requested to do so by City, in which case Contractor will clearly mark and treat the information as "City Confidential". Contractor shall only provide copies to Contractor's employees or representatives within City's facility having a direct need to know. The obligations stated in this section shall survive the expiration or termination of this Contract.

c) **Data Security.** Contractor is responsible for safeguarding City data and Content from unauthorized access. All City data and Content will be stored, processed, and maintained in accordance with state and federal privacy and data protection laws and solely in data centers located in the United States. Contractor agrees to immediately notify city of any unauthorized use, copying, or disclosure of the Content or portal accounts of which Contractor becomes aware and agrees to immediately take such actions as are necessary to end and prevent any such use, copying, or disclosure. Contractor acknowledges and agrees that any unauthorized use, copying or disclosure may cause immediate and irreparable injury to City or to third parties, and in such event, City may seek and obtain injunctive relief, without bond or other security, in addition to other remedies available at law and in equity.

d) **Indemnification for Intellectual Property.** Contractor shall defend, indemnify, and hold City and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of or actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, copyright, or other proprietary right of any third party, arising out of the use or sale of Contractor's cloud-based services (other than for liability proved to be the fault of City). Contractor's indemnification under this subsection applies only to: (i) unmodified software or cloud-based service licensed to City; (ii) software or cloud-based service modified by Contractor for City; and (iii) software or cloud-based service modified with Contractor's express permission. If a third party's claim endangers or disrupts City's use of the cloud-based service, Contractor shall, at City's option and at no charge to City, (a) replace the cloud-based service with a compatible, functionally equivalent and non-infringing product; (b) modify the cloud-based service to avoid the infringement; (c) obtain a license so City may continue use of the cloud-based service for the Contract term; or if these options are commercially unreasonable (d) return a pro-rata portion of the applicable fee paid by City.

e) **Subscription Term.** The beginning of the term of the initial subscription is subject to availability to the City of the contracted cloud based service and the parties agree that payment obligations for the license to use the cloud based service shall not apply unless and until the contracted cloud based service is available for use to the City.

f) **Backup and Recovery of Data.** Contractor is responsible for maintaining a backup of the City data and content and for an orderly and timely recovery. Contractor shall maintain a contemporaneous backup of City Content that can be recovered within a reasonable period of time.

g) **Waiver of Limitation of Liability.** Contractor waives any limitation of liability in the Agreement for damages, costs and expenses resulting from Contractor's breach of confidentiality or data security obligations, claims for which the Contractor is insured and damages, costs and expenses payable under the Contractor's indemnification obligations.

COMMUNITY SHADE STOP- CDBG RE-BID 2
INVITATION FOR BID #CN25-B-052MG
ATTACHMENT A - PRICE SHEET

Please provide the proposed fee to be charged in connection with the services described in the Invitation to Bid. Fee proposed must include all charges relating to the Work required and all out-of-pocket expenses. **Award will be based on the Base total bid price.**

THIS IS NOT AN ORDER

Please quote the following line items.

Offer shall be for units requested and prices shall remain valid for 90 days for the purpose of evaluation of this solicitation.

Pricing Matrix

SECTION 1

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE
1	MOBILIZATION-GENERAL CONDITIONS & DEMOBILIZATION	Lump Sum	
2	MAINTENANCE OF TRAFFIC	Lump Sum	
3	SUPERIOR SHADE STRUCTURE	Lump Sum	
4	EXISTING SIDEWALK REMOVAL, NEW SIDEWALK INSTALLATION & INCLUDING ALL RESTORATION	Lump Sum	
5	Installation BENCH, TRASH RECEPTACLE AND BIKE RACK W / CONCRETE PAD.	Lump Sum	
	GRAND TOTAL BID AMOUNT► ►		$ -
NUMBER OF CONSECUTIVE CALENDAR DAYS BIDDER WARRANTS TO COMPLETE ALL CONTRACT WORK ► ► ****Not to exceed 60 days****			

NOTE: Permit cost will be reimbursed based on actual cost paid by Contractor. Receipts shall be submitted with Final Pay Request.

SECTION 2

Bench Brand/Model #	
Trash Receptacle Brand/Model #	
Bike Rack Brand/Model #	

PURCHASING CARD & ACH PAYMENTS

1. Does your company accept Visa (Purchasing Card) Payment Method? ☐ Yes ☐ No
   a. If yes, is there a surcharge? _____

2. Does your company accept ACH payment method? ☐ Yes ☐ No
   a. If yes, please provide Contact Info below:

Name: _____

Email: _____

PROMPT PAYMENT DISCOUNT

The City of Titusville shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms:

BIDDER INFORMATION

As witnessed by my signature below, I have carefully examined the Invitation for Bid, Instructions to Bidders, General and Special Conditions, Contractor's Notes, Scope of Services, and all other documents accompanying or made part of this invitation for bid.

COMPANY NAME :	PHONE #	
	FAX #	
COMPANT ADDRESS:	FEIN #	
	UEI #	

AUTHORIZED SIGNATURE: DATE:
PRINTED SIGNATURE:
TITLE:
E-MAIL:
WEBSITE:
OFFICIAL ADDRESS, PHONE & FAX NUMBER (If different from above).
ADDRESS:
PHONE NUMBER: FAX NUMBER:

Addendum Acknowledgment

By signing each line below, Bidder acknowledges that the corresponding addenda have been received and are included in this solicitation packet:

☐ Addendum 1 _____ Dated _____

☐ Addendum 2_____ Dated _____

☐ Addendum 3_____ Dated _____

☐ Addendum 4_____ Dated _____

QUESTIONNAIRE FORM

This form is to be utilized to provide general information about your company to the City of Titusville.

Name of Company _____

Business Tax Receipt/Occupational License Number (as applicable): _____

City of Titusville ☐Yes or ☐No: Other (City/County/Etc.)_____

State of Florida Registration Entity Name: _____

Document Number:_____Status:_____

Please answer the following:

1. Number of years your firm/company has been in business: _____ years.
2. Is your firm incorporated in the State of Florida? ☐ Yes ☐ No
3. Number of years your firm/company has provided the type of product/service required by the Invitation to Bid: _____ years.
4. Number of Assigned Personnel to the City Account: _____

Anticipated Project Manager Information:

Project Manager Name	
Title	
Phone Number	
Email	

Please indicate any certifications or licenses held to perform the work on which you are bidding. Use additional pages as needed.

License/Certification Issued By	License Number	Expiration Date

Supplier Name	Supplier Location	Item Description

PERFORMANCE OF WORK BY SUBCONTRACTORS

The BIDDER hereby states that he proposes, if awarded the Contract, to use the following subcontractors on this project: List below all proposed subcontractors and trade specialties and costs. (List only one subcontractor for each trade.) Write on back or provide additional pages if additional space is needed.

Subcontractor #1	
Contractor Name:	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:
Subcontractor #2	
Contractor Name:	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:
Subcontractor #3	
Contractor Name:	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:
Subcontractor #4	
Contractor Name:	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:
Subcontractor #5	
Contractor Name:	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:

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:	

PUBLIC ENTITY CRIMES

Any person submitting a bid, proposal 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 proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or proposal 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, proposal 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, PROPOSAL OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, PROPOSAL 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 _____. Contract 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, proposal, 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 _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization,

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

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

_____
Print, Type or Stamp Name of Notary
My commission expires: _____

DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, 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. 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 firm 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 _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____

Notary Public Signature

(Affix Notary Stamp or Seal)

_____

Print, Type or Stamp Name of Notary

My commission expires:_____

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 Israelicontrolled 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 _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____,_____ , by _____.
(day) (month) (year) (name of person acknowledging)

_____
Notary Public Signature

(Affix Notary Stamp or Seal) _____
Print, Type or Stamp Name of Notary

My commission expires: _____

City of Titusville
E-Verify Affidavit

Obligation for State Funded Contracts:
Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http:// www.uscis.govle-verify) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

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

Federal Employer Identification Number (FEIN): _____

_____ _____ _____
Printed Name of Affiant | Printed Title of Affiant | Signature of Affiant

_____ _____
Name of Firm | Date

_____ _____ _____
Address of Firm | State | Zip Code

Notary Public Information

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization,

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

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

_____
Print, Type or Stamp Name of Notary

My commission expires: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____ , 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF_____
COUNTY OF _____

I state that I _____ of _____,
(Name and Title) (Name of Firm) am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.

2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.

4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Notary Public Information

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization,

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

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

_____
Print, Type or Stamp Name of Notary

My commission expires: _____

CERTIFICATION OF PROPOSER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective Consultant, or any of their proposed subconsultants, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY PROPOSER

NAME AND ADDRESS OF PROPOSER (Include ZIP Code)

_____

_____

4. Proposer has participated in a previous contract or subconsultant subject to the Equal Opportunity Clause.
_____ Yes _____No

5. Compliance reports were required to be completed in connection with such contract or subcontract.

_____Yes _____ No

6. Proposer has filled all compliance reports due under applicable instructions.

_____Yes _____ No

7. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? _____Yes _____No

_____

NAME AND TITLE OF SIGNER (Please type)

_____

SIGNATURE DATE

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the contractor is required to verify that none of the contractor's principles (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

2. The contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the City of Titusville. If it is later determined that the contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City of Titusville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Authorized Signature	Address
Printed Name & Title	City, State, Zip Code
Company	Date

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of _____ (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of_____, a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity)
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: _____
Authorized Signature: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

_____
Print, Type or Stamp Name of Notary
My commission expires:_____

CERTIFICATION OF COMPLIANCE WITH U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT –
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CDBG and HUD Supplemental Conditions for Construction Agreements

REQUIRED AGREEMENT CLAUSES

This certification involves an agreement/award which will be funded with funds received by the City of Titusville, Brevard County under CDBG Federal Grant Program.

I certify, as the undersigned prospective construction contractor or subcontractor, that I have read the clauses set forth in

Exhibit A
Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards and 2 CFR Part 1, 84 Buy America Preferences for Infrastructure Projects

Exhibit B
Davis Bacon Wage - General Decision Number: FL 20250240 - Highway

Exhibit C
HUD Federal Labor Stands and Supplementary Conditions and understand and agree to the incorporation of the requirements and clauses into the bid and as Special Provisions in the Agreement documents, in any resulting Award which may be executed between the City/Owner.

Exhibit D
General Contract Conditions for Small Construction/Development Contracts: The Contract clauses included are applicable and must be inserted into small construction/development contracts, greater than $2,000 but not more than $250,000.

I agree that I will obtain identical certifications from prospective subcontractors prior to the award of any lower-tire subcontracts. I agree that I will retain such certifications in my files.

_____
Signature of Authorized Official

_____
Name and Title of Authorized Official – print/type

_____
Name of Prospective Contractor print/type

_____

_____
Address of Prospective Contractor – print/type

_____
Telephone Number of Prospective Contractor – print/type

_____
Date

FLORIDA TRENCH SAFETY ACT
CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act., F.S., (Section 553.60 et. seq. Florida statutes), and hereby commits the Bidder to the following in the performance of the work in the event that the subject contract is awarded to and executed by said Bidder.

1. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State Standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or revises said interim standard. This State of Florida standard may by supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

2. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

3. The Contractor shall consider the geotechnical data available from the City, if any, the Contractor's own sources, and all other relevant information in providing the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibility for the selection of the data on which he relies in providing the safety system, as well as for the system itself.

4. The amounts that the Bidder has set forth for pipe installation includes the following excavation / trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit prices shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Contract time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
a.				
b.				
c.				
d.				
e.				

For Information Only, Not for Payment Purposes $

Bidder may use additional sheets as necessary to extend this form.
Failure to complete the above may result in the bid being declared non-responsive.

5. The amount disclosed is the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as may otherwise be provided).

6. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representative has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

_____
Company

_____
Name and Title

Address:

_____

_____

_____

Telephone:(____)_____

END OF FLORIDA TRENCH SAFETY ACT STATEMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction Contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis or race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

_____	_____
Signature of Bidder	Title
_____	_____
Printed Name	Date

Section 3 Business Concern Certification for Contracting

Section 3 business concerns is a business/firm that is:

- Fifty-one percent (51%) or more owned by *Section 3* residents; or
- Employs *Section 3* residents for at least thirty percent (30%) of its full-time, permanent staff; or
- *Provides* evidence of a commitment to subcontract to *Section 3* business concerns, twenty-five percent (25%) or more of the dollar amount of the awarded contract.

Section 3 residents are public housing residents including persons with disabilities and persons who live in the area where a HUD-assisted project is located and who have a household income that falls within HUD's income limits. Low income is defined as 80% or below the area median income of the area. Very low income is defined as 50% or below the median income of the area. See accompanying Table in Exhibit A for income limits set by HUD for the Palm Bay-Titusville-Melbourne Metropolitan Statistical Area (MSA).

Service area is the area where a HUD-assisted project is located. It is a geographical area in which the persons benefiting from the *Section 3* covered projects reside. The service area does not extend beyond the city limits.

APPLICABILITY

Section 3 requirements apply to community development and housing assistance projects which are provided by the City of Titusville Community Development Block Grant (CDBG) funds or any other funds issued by the U. S. Department of Housing & Urban Development. A *Section 3* covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), housing construction, or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc.

Section 3 requires that when employment or contracting opportunities are generated because such projects or activities undertaken by a Subrecipient of covered HUD financial assistance necessitates the employment of additional personnel through individual hiring or awarding contracts, the Subrecipient must give preference to hiring low and very low-income persons and or businesses owned by these persons or that substantially employ these persons within the City of Titusville.

Contractor and subcontractor thresholds:

Section 3 requirements apply to contractors and subcontractors performing work on the *Section 3* covered project(s) for which the total amount of assistance exceeds $200,000; and the contract and subcontract exceeds $100,000.

Subrecipient, contractor and subcontractor

Examples of actions demonstrating a "Good Faith Effort" include:

Target recruitment of *Section 3* residents and business concerns by:

1. Notice of vacant training and employment positions arising out of work to be performed under *Section 3* covered projects with lower income project area residents shall contain the following statement: "In compliance with *Section 3* of the *Housing and Urban Development Act of 1968*, *as amended*, training and employment opportunities arising out of a project assisted under a program providing direct financial assistance from the U. S. Department of Housing and Urban Development shall be given, to the greatest extent feasible, to lower income residents or businesses owned by low income residents of the City of Titusville. Low-income residents or businesses owned by a low-income resident of the City of Titusville are encouraged to apply".
2. Said notice shall contain the name, mailing address, telephone number, and website of the contracting firm.
3. Said notice may be included in any policy manual, newsletter, website, annual report, and be posted on employee bulletin boards and employment office notice boards accessible to all employees and job applicants at each location where construction work is performed for at least two (2) weeks.
4. Said notice may be provided to contractor's labor organizations or representatives advising of the contractor's commitments under "Section 3 Clause".
5. Said notice may be disseminated to local newspapers, websites, radio advertising, neighborhood publications, minority publications, trade publications and associations.
6. Said notice may also be posted at the job site.
7. Said notice may be directly distributed to an eligible list of Section 3 Business concerns, should a contractor or subcontractor maintain such list.
8. Said notice may be directly distributed to agencies that administer HUD Youthbuild programs.

BIDDER

SECTION 3 PLAN FORMAT

If award is received, _____ agrees to implement the following

specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Titusville.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area, and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the city the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations, and public or private institutions operating within or serving the project area, such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
4. To insert the Section 3 Contract Provisions clause in all subcontracts over $100,000, to obtain Tables A and B from said subcontractors, and to obtain all documentation for completion of Tables C and D prior to final payment. (Loans, grants, contracts, and subsidies for less than $100,000 will be exempt.)
5. To contact unions, subcontractors, and trade associations to secure their cooperation for this program.
6. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
7. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
8. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
9. To list on Table A, information related to proposed subcontracts to be awarded to Section 3 businesses.
10. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.
11. If successful bidder, to submit prior to final payment Tables C and D to city/county grantees which includes all applicable hires and subcontractors utilized on this project.

Are you claiming qualification for Section 3 Business Concern Preference based on the information listed above and in accordance with Section 3 Business of the Housing and Urban Development Act of 1968 as amended by Housing and Community Development Act of 1992, Final Rule CRF part 75?

- **If yes, Please continue to complete this document in full.**
- **If no,**

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business_____

Address of Business_____

Name of Business Owner_____

Phone Number of Business Owner _____

Email Address of Business Owner_____

Preferred Contact Information

☐ Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

☐Corporation ☐Partnership ☐Sole Proprietorship ☐Joint Venture

Select from *ONE* of the following three options below that applies:

☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons

☐ At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers

Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to City of Titusville may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?

☐**YES** ☐**NO**

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

The City of Titusville

Section 3 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

Individual Income Limits for City of Titusville
FY 2024

Income Limits Category	FY 2024 Income Limits
Extremely Low Income Limits (30%)	$19,900
Very Low Income Limits (50%)	$33,100
Low Income Limits (80%)	$52,950

See https://www.huduser.gov/portal/datasets/il.html for most recent income limits.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
    - A resident of public housing; or
    - A resident of other public housing projects or Section 8-assisted housing; or
    - A YouthBuild participant.

TABLE A

BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

Type of Contract (Business or Profession)	Total No.	Estimated Total Dollar Amount	Estimated No. of Contracts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses

Company

Project Name

Project Number

Person Completing Form

Date

TABLE B

BIDDER'S SECTION 3 ESTIMATED NEW HIRES

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. of Positions to be Filled with Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeymen				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeymen				
Helpers				
Apprentices				
Trainees				
Others				

Company

Project Name

Project Number

Person Completing Form

Date

COMMUNITY SHADE STOP – FY25 CDBG – REBID 2

Construction Contract # CN-25-B-052/MG

This Contract made and entered into this _____day of _____20_____, between the City of Titusville, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" or "Owner", and "Contractor Name.", hereinafter referred to as the "Contractor".

Whereas, pursuant to all City Purchasing & Contracting policies, statutory requirements, and federal laws applicable, the City has competitively bid and advertised the Work titled "**CN-25-B-052/MG COMMUNITY SHADE STOP – FY25 CDBG – REBID 2**"; and,

Whereas, the City desires to engage a licensed, qualified, and experienced Contractor who has special and unique competency in construction projects; and,

Whereas, the Contractor represents that it is duly licensed, and it has such competence and experience in providing these services; and,

Whereas, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and,

Whereas, at the regular City Council meeting of _____, the award of this contract was duly considered and approved; and,

Whereas, the City and the Contractor desire to reduce to writing their understanding and agreements on such.

It is, therefore agreed as follows:

1. **TERM**: This Agreement shall commence on the day it is executed by both parties and the term of the Agreement shall extend until completion of the project.
2. **DESCRIPTION OF WORK:** The Contractor shall furnish all supervision, labor, materials, supplies, tools, equipment and transportation necessary to perform and satisfactorily complete contract work shown on the Drawings and Specifications for this project within the time frame listed in the written Notice to Proceed herein referred to as "Contract Time". In addition, all work shall be performed in accordance with the contract documents, including Addenda (if any) and written modifications issued after execution of this agreement and as directed by the Project Manager in accordance with the expressed or obvious intent of the Contract hereinafter called Contract Documents, "**CN-25-B-052/MG COMMUNITY SHADE**

STOP – FY25 CDBG – REBID 2". Any Federal, State, or Local regulatory requirements shall apply and be followed by the Contractor and any Subcontractor, to include but not limited to FDOT Specifications for Road & Bridge Construction.

3. **CONTRACT DOCUMENTS:** The Contract Documents on which this agreement between the City and Contractor is based are attached and incorporated as if fully set out herein and include the following:

   A. The standard solicitation packet and specifications titled "**CN-25-B-052/MG COMMUNITY SHADE STOP – FY25 CDBG – REBID 2"** which is attached hereto as **Exhibit 1**.

   B. Plans and specifications as provided by the City.

   C. Contractor's bid submittal dated _____ attached hereto as Exhibit 2 with all related documents, addenda if any, and other documents listed in the Contract Documents, and written modifications issued after execution of this Contract, if any.

   D. This Construction Contract.

      1. INTENT: The Scope of Work is an integrated part of the Contract Documents and as such do not stand alone if used independently. These documents establish minimum standards of quality for the Contract. The intent of the Contract Documents is to set forth requirements of performance. It is also intended to include all supervision, labor, materials, equipment, tools, and transportation necessary for the proper execution of the Work, to require complete performance of the Work despite omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

      2. ENTIRE AND SOLE AGREEMENT: Except as specifically stated herein, the Contract Documents constitute the entire agreement between the parties and supersede all other agreements, not specifically set forth in the Contract Documents. Neither party has in

any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.

3. AMENDMENTS: The parties may modify this Contract at any time by written agreement. Neither the Contract Documents nor any term thereof may be changed, waived, discharged, or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

4. COMPENSATION AND PAYMENTS: For satisfactory performance of the Work, the City will pay the Contractor the total sum of Written Words ($). Payment shall be made for all Work completed by the Contractor during each calendar month which has been accepted by the City and properly documented. Payments shall not be made for Work deemed incomplete or deficient by the City Project Manager. At the end of each month the Contractor shall submit an invoice with supporting documentation of all Work completed for that month, to the Project Manager for approval and payment.

The City shall make partial payments to the Contractor on the basis of a duly certified and approved Pay Application, also referred to as invoice, for the Work performed during the preceding calendar month by the Contractor, **less five percent (5%)** of the amount of such pay application request which is to be retained by the City until all Work has been performed strictly in accordance with the Contract and until such Work has fully been accepted by the City.

When Contract Time is approaching Substantial Completion, a pre-final inspection shall be conducted. Within thirty (30) calendar days after reaching substantial completion, the City shall generate a single list (Punchlist) of items required to render complete, satisfactory, and acceptable the construction services purchased by the City. The Contractor will enter the estimated cost to complete each item on the list and return to the City within ten (10) calendar days. The City reserves the right to modify costs, as deemed reasonable, and finalize the Punchlist within five (5) calendar days.

Within twenty (20) business days after developing the Punchlist, and after receipt of a proper invoice or payment request, the City will pay the Contractor the remaining balance of the Contract, including all remaining retainage withheld by the City pursuant

to Section 255.078, Florida Statutes, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list.

Upon the City's acceptance of the Work covered by this Contract and the receipt and acknowledgment by the City of a proper maintenance bond and as built plans, and submission by the Contractor, of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required are provided, final payment (for retainage duly invoiced) on account of this Contract shall be made within twenty-five (25) business days after receipt of a proper pay application request by the City's Project Manager, pursuant to the Prompt Payment Act (Section 218.735 of the Florida Statutes) and all general conditions hereof.

A. **CLAIMS** – Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before Work starts on the changes or revisions. If the Contractor deems that extra compensation is due for Work not covered herein, or in any Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before Work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional Work requested by the City until the parties execute an appropriate Contract. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim.

B. **RELEASES** – When it is determined, as a result of a joint inspection of the Work by the Contractor and City, that the Work has been completed in accordance with the terms of the Contract Documents, the completion of the Work shall be certified by the City. At that time, the Contractor may submit the Contractor's final request for payment. Prior to final payment, the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of

Claim for all claims against the City arising under or by virtue of the Contract. Also, from each supplier or subcontractor who has notified the City of their right to file a claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential claimant, a Claimant's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

The Purchasing & Contracting Administrator shall be the final authority as to the appropriateness of any payment submittal. The Purchasing & Contracting Administrator's decisions on payment matters shall be made in accordance with the word of the contract, City policies, and legal requirements.

C. Appeals – Appeals of the Purchasing & Contracting Administrator's decisions shall be posted as follows:

City Manager
City of Titusville
P.O. Box 2806
Titusville, FL 32781-2806

The Contractor agrees to an administrative hearing within the scope of the contract.

5. CHANGE ORDERS: The City reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by written Change Order in accordance with the General Conditions of the solicitation book.

The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized contract amount. Furthermore, for any Change Order(s) that will increase the authorized contract amount, the City Manager is authorized to approve, whichever is greater, up to $25,000.00 or ten percent (10%) of the latest contract amount, not to exceed $50,000.00, provided that sufficient budgeted funds are available for this project.

6. PROJECT SCHEDULE/TIME OF COMPLETION: The Contractor shall commence Work to be performed under this Contract upon receipt of written Notice to Proceed from the City's Project Manager. The Contractor shall begin the Work and shall fully

complete the Work in accordance with the Contract documents on or before the date stipulated in said written notice and as set forth in the contract award.

The Contractor shall perform all Work under this Contract in a timely manner consistent with the assignment schedules as mutually agreed upon by the City and the Contractor. No extension of time shall be valid unless given in writing by the City. No monetary compensation shall be given for such delay.

A delay beyond the Contractor's control may entitle the Contractor to an extension of time in which to complete the Work as determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. Contract time shall not be extended for "Rain Day" delays. The City will continually monitor the effects of weather, and when found justified, the City will require the Contractor to submit a request for additional time due to the effects of weather. The City will grant time extensions, on a day for day basis, for delays caused by the effects of rain or other inclement weather conditions related to adverse soil conditions that prevent the Contractor from productively performing controlling items of work resulting in:

A. The Contractor being unable to work at least 50% of the normal workday on pre-determined controlling work items; or
B. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect: and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather.

"Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

The City shall have the authority to suspend the Work in full or in part, for such periods as may be deemed necessary and for whatever cause, by sending written notice of suspension to the Contractor. If the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend

operations under the provisions of this paragraph without the City's written permission. In the event the City suspends the Work, the Contractor shall be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

7. **LIQUIDATED DAMAGES:** It is mutually agreed that time is of the essence in this Contract and should the Contractor fail to complete the Work within the time specified in the Notice to Proceed, or any authorized written extension thereof, there shall be a deduction from the compensation to be paid to the Contractor, and the City will retain the amount of $_____ per consecutive calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the City will have sustained by failure of the Contractor to complete the Work within the specified time, it being further agreed that the said sum is not a penalty, but is the stipulated amount of damages sustained by the City in the event of such default by the Contractor.

   For the purpose of this Section, the day of final acceptance of the Work shall be considered a day of delay, and the scheduled day of completion of the Work shall be considered a day scheduled for production.

   The Contractor shall consider all contingent Work which has to be done by other parties, arising from any cause whatsoever, and shall not plead their want of knowledge of said contingent Work as an excuse for delay in their Work, or for the non-performance.

   Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the City of its rights under this Contract. In case of default of the Contract and the completion of the Work by the City as hereinafter provided, the Contractor and their Surety shall be liable for the liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the City due to any unreasonable action, negligence, omission, or delay of the City.

   If any suit for the collection of, or involving the assessment of liquidated damages,

the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The liquidated damages referred to herein are intended to be and are accumulative and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by Statute, or under the Contract.

8. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS:** The Contractor hereby agrees that they have carefully examined the surface of the site and has made sufficient tests or other necessary subsurface investigations to fully satisfy themself that such site is a correct and suitable one for this Work and they assume full responsibility therefore. The provisions of this Contract shall control any inconsistent provision contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the City than against the Contractor and their Surety.

   Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the City's Engineer, and their decision shall be final and binding the Contractor.

   It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the City, its consulting Engineer/Architect or by any agent or representative as in compliance with the terms of the Contract and/or the Drawings, and Specifications covering said Work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the City may require the Contractor and/or their Surety to repair, replace, restore and/or make to comply strictly with this Contract and the Drawings and Specifications any and all of said Work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guaranteed provisions. Failure on the part of

the Contractor and/or their Surety, immediately after notice to either, to repair or replace any such defective materials and Workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or their surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this Contractor and/or their failure to comply strictly with the Contract and with the Drawings and Specifications.

9. **PROJECT MANAGER:** The City shall designate a Project Manager. All Work done shall be subject to the review of the City's Project Manager or designee. Any and all technical questions, which may arise as to the quality and acceptability of materials furnished, work performed or work to be performed, interpretation of the specified requirements and all technical questions as to acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

   The Work shall be subject at all times to review by the City. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Project Manager and Purchasing & Contracting Administrator.

10. **CONTRACTOR'S DUTY & PERFORMANCE:** Contractor's services will meet the minimum level of care and skill ordinarily used by members of Contractor's occupation/profession within the State of Florida performing the type of services provided herein.

    Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over assembly means, methods, techniques, sequences, and procedures, and coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

Failure to fully perform to the requirements specified within the Contract Documents will be unacceptable to the City and upon notice from the Project Manager or designee, the Contractor agrees to implement immediate corrective measures.

Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

Furthermore, Contractor shall pay all sales, use, and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all federal, state, and local licenses necessary to perform the Work under the Contract.

Cleanup - The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Work. At the completion of the Work, the Contractor shall remove all their rubbish, tools, scaffolding and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified, and shall will ensure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner. At no additional expense to the City, the Contractor will restore to their original conditions or better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, etc., disturbed or damaged during the prosecution of the Work. Final payment will be withheld until such clean up and repairs are completed.

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned by an independent labor force. The cost of cleaning by said independent labor force shall be deducted from the monies due the Contractor.

11. **GUARANTEE:** Contractor warrants all services provided and work performed for a period of not less than one (1) year from the contract completion date. Contractor shall provide the standard manufacturers' warranties for the equipment furnished under this

contract. Final payment by the City to the Contractor shall not relieve the Contractor of any warranty responsibilities.

12. **CONTRACTOR'S RESPONSIBILITY FOR WORK:** The Contractor shall remain in charge and care of the Work, and will also take every necessary precaution against damage to the Work by action of the elements or from any other cause whatsoever, whether arising from execution or from the non-execution of the Work until acceptance of Work by the City. The Contractor shall reprint, repair, restore, and make good, without additional compensation, all damage to any portion of the Work occasioned by any cause, other than the sole and active negligence of the City, before its completion and acceptance solely determined by the City's Project Manager.

Materials and equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

13. **UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE"):**

Contractor shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event, as defined herein. Contractor shall not be relieved from liability for failures that are due to a Force Majeure event that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact of such event. Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the Contractor claiming Force Majeure: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Contractor claiming Force Majeure. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically

provided above.

14. **SUBCONTRACTS AND ASSIGNABILITY:** The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the same without the prior written consent of the City. Any subcontracts or other work which is performed by persons or firms other than the Contractor under this Contract or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or other Contractors required by the Contractor in connection with services covered by this Contract must be specifically approved by the City, thereby:
    A. Thereby approval will be given only after the Surety on the Contract Bond has informed the City in writing that it approves of such assignment being made.
    B. In the event the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.
15. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Contract. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but limited to:
    A. Providing Worker's Compensation coverage for employees as required by law; and
    B. Hiring of any employees, assistants, or subcontractors necessary for performance of the Work; and
    C. Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and

disability insurance; and

D. Payment of all federal, state, and local taxes income, or employment taxes, if Contractor is not a corporation, self-employment, Social Security taxes; and
E. Compliance with the Fair Labor Standards Act, 29U.S.C. §§201. Et. Seq., including payment of overtime in accordance with the requirements od said Act; and
F. Providing employee training for all functions necessary for performance of the Work; and
G. Providing equipment and materials necessary to the performance of the Work; and
H. Providing office or other facilities for the performance of the Work.

In the event the City provides training, equipment, materials, or facilities or otherwise facilitates performance of the Work, this shall not affect any of the Contractor's duties hereunder or alter Contractor's status as an independent contractor.

16. **PROTECTION OF PERSON AND PROPERTY:** The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor and all subcontractors shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. Failure to comply with the Act constitutes a failure to perform on behalf of the Contractor. This Contract requires that the Contractor and any subcontractors hired by the Contractor agree to reimburse the City for any fines and/or court cost arising from penalties charged to the City for violations of OSHA committed by the Contractor or any subcontractor.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all employees on the Work and all other persons who may be affected thereby; all the Work materials and equipment to be incorporated therein, whether in storage on or off the project site or adjacent thereto, including vehicles and equipment therein, trees, shrubs, lawn, walks, pavements, structures, and utilities including, but not limited to, fire hydrants,

swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall insure that its contract Work does not impair the proper functioning of these utilities.

The Contractor shall perform any Work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City Project Manager of the emergency as soon as practicable but shall not wait for instruction before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the Contractor keep and maintain all necessary protective devices in place and in proper condition at all times where Work is being performed, to prevent injury to person or damage to public or private property.

The Contractor shall be held responsible for such safety and protection until final written acceptance of the Work is issued by the City.

17. **INDEMNIFICATION:** For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Titusville, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees,

investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees of an attorney chosen or approved by the City, claims, losses or damages that the City may incur arising from the following:

1. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement.

2. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;

3. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;

4. Any patent or copyright infringement by Contractor;

5. Any lien or other claim by contractor inconsistent with this Agreement;

6. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

18. INSURANCE: The Contractor shall not commence Work under this Contract until he has obtained and provided insurance of the character specified in the Contract Documents and in such amounts that will provide adequate protection to the City and the Contractor against all Liabilities, damages, and accidents, nor shall he commence Work until such insurance has been approved by the City. The Contractor shall not allow any Subcontractor to commence on their subcontract until all insurance required of the subcontract has been obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Contractor or Subcontractor release the Contractor or Subcontractor of full responsibility for liability, damages, or accidents.

The Contractor and each Subcontractor shall maintain such required insurance during the life of the Contract, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) days advance notice to the City.

Coverage shall be as follows:

1) Commercial General Liability Insurance coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.
2) Auto Liability Insurance, covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.
3) Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.
4) In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.

5) In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

6) In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

19. BONDS: None for this project

20. GENERAL PERSONNEL: The Contractor represents that they will secure at their own expense all personnel and subcontractors required for services, which are necessary to complete the Work as described in this Contract. All services under this Contract shall be performed by the Contractor or subcontractor and all persons engaged in work under the Contract shall be qualified to perform such services and authorized under federal, state, and local laws to perform such services. Personnel who perform services under this Contract shall not be employees of the City.

All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any worker including supervisors, employed by the Contractor or subcontractor who, in the opinion of the City does not perform Work under this Contract in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately and shall not be employed again in any portion or the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel executing Work related to this contract. This listing shall be updated by the Contractor within three days of a personnel change.

21. **EQUAL OPPORTUNITY EMPLOYER:** The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to voluntarily comply with EOE regulations with regards to gender, age, race, veteran status, country of origin, and creed. Any subcontracts the Contractor may enter into shall make reference to this clause with the same degree of application being encountered. When applicable the Contractor shall comply with all State or Federal EOE regulations.

22. **CERTIFICATION OF RESTRICTIONS ON LOBBYING.** The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any FDOT Joint Participation

Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

23. **DRUG-FREE WORKPLACE:** The City of Titusville encourages all contractors to maintain a drug-free workplace program in accordance with Section 287.087 of the Florida Statutes.

24. **PUBLIC ENTITY CRIME:**

The Contractor shall file a sworn statement with the City, which is provided under Contract Forms, stating whether a person or affiliate as defined in Section 287.133(1), Florida Statutes, has been convicted of a public entity crime subsequent to October 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

25. **E-VERIFY:** As a condition precedent to entering into a Contract as a result of this bid/proposal, and in compliance with Section 448.095, Florida Statutes, Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 2, 2021.

A. The City shall not enter into, or renew, a contract with a Contractor that is not enrolled in E-Verify. Any Contractor that has a contract with the City shall be contractually obligated to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The Contractor shall provide the City acceptable evidence of their enrollment at time of execution of the contract or renewal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the Business.

B. Contractor shall require of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

C. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statute or the provision of this section shall terminate the contract with the person or entity.

D. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly

notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

E. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statute. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public Contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

F. Subcontracts: Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

26. PROHIBITED TELECOMMUNICATIONS EQUIPMENT: Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Contract, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

27. SCRUTINIZED COMPANIES: In accordance with Sections 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Contract Documents. Contractor and Subcontractor shall affirm not to be on the

Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

28. <u>ANTI-DISCRIMINATION:</u> Contractor for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-leases, as a part of the consideration hereof—hereby covenants and agrees that:

A. No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

B. No Employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of

employment, or any matter directly or indirectly related to performance of this Contract.

29. **DISCRIMINATORY VENDOR LIST:** Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

30. **GRATUITIES AND KICKBACKS:**

A. **GRATUITIES**

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore.

B. **KICKBACKS**

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

C. **CONTRACT CLAUSE**

The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

31. **FOREIGN GIFTS AND CONTRACTS:** The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under Florida Statutes 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission.

32. **ANTITRUST VIOLATIONS; DENIAL OR REVOCATION:** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

33. **ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:**

Pursuant to Florida Statute 287.05701, local governments cannot give preference to a contractor based on social, political or ideological interests such as those listed directly below. Contractors are also prohibited from giving preference to subcontractors based on the below listed factors. Violations will result in termination of this Contract

and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

A. The Contractor's political opinions, speech, or affiliations.
B. The Contractor's religious beliefs, religious exercise, or religious affiliations.
C. The Contractor's lawful ownership of a firearm.
D. The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
E. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
F. The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
G. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
H. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
    2. Social governance standards, benchmarks, or
    3. requirements, including, but not limited to, environmental or social justice;
    4. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
    5. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

34. <u>NON-APPROPRIATIONS:</u> This Contract will remain in full force and effect only as long as the expenditures provided for the Contract have been appropriated by the City Council in the annual budget for each fiscal year of the Contract, and is subject to termination without penalty if funding is not appropriated.

35. **SEVERABILITY:** If any clause or provision of this contract is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Contract, then and only in that event, it shall be the intention of the parties that the remainder of this Contract, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Contract upon the Parties shall be cumulative but not restricted to those given by law.

36. **TERMINATION:**

A. FOR CAUSE/DEFAULT: The Agreement may be terminated in writing by the City for default in whole or in part (delivery orders, if applicable) if the Contractor:

1) fails to carry forward and complete Work in accordance with the requirements hereof;
2) fails to comply with applicable laws, regulations, permits, or ordinances';
3) fails to timely commence or continuously and vigorously pursue correction of defective Work;
4) makes material misrepresentation to the City regarding Work or performance thereof.
5) persistently disregards instructions of the Purchasing & Contracting Administrator
6) fails to observe or perform any provisions of the Agreement Documents
7) be guilty of a substantial violation of any provisions of the Agreement Documents
8) BANKRUPTCY - If the Contractor shall be adjudged bankrupt, insolvent, or financial condition defined under Title 11 of the United States Code effective at any time during contract term specified therein; or if Contractor should make a general assignment for the benefit of their creditors; or if a receiver should be appointed for the Contractor or any of their property; or if Contractor should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Agreement; then the City/Owner may -- by at least five (5) days prior written notice to the Contractor -- without prejudice to any other rights or remedies of the City under the contract, terminate the Contractor's right to proceed with the work. In such case, the City may take possession of and utilize in completing the work, such necessary

materials, appliances, and plant as may be on the site of the project. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the Agreement Documents.

The City shall provide Contractor with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of the termination. Such notice shall state the nature of the deficiency and, at the City's sole judgment and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City.

After receipt of the termination Notice and except as otherwise directed by the City, the Contractor shall:

1) Stop work on the date and to the extent specified.
2) Terminate and Settle all orders and subcontracts relating to the performance of the terminated work.
3) Transfer all work in process, completed work, and other materials related to the terminated work as directed by the City.
4) Continue and complete all parts of the work that have not been terminated.

B. <u>FOR CONVENIENCE:</u> Notwithstanding any other provision of this Contract, the City may terminate this Contract, or any Work issued under it, in whole or in part, at any time, with or without cause, upon ten (10) days written notice to the Contractor.

Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services, or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every

reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for any Work performed prior to the date of the termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the vendor. Any such materials shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specially provided for herein, including but not limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

37. **GOVERNING LAW:** The laws of the State of Florida shall govern this Contract.
38. **VENUE:** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.
39. **WAIVER OF TRIAL BY JURY:** The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.
40. **ATTORNEY'S FEES:** In the event of any legal or administrative proceedings arising from or related to this Contract, including appeals, each party shall bear its own costs and attorney's fees.
41. **CONFLICT OF INTEREST:** No officer, member or employee of the City or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this contract or any related subcontract, or the proceeds thereof. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

42. **CONFLICTING PROVISIONS:** Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.
43. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company corporation individual or firm, other than

a bona fide employee working solely for the Contractor any fee, commission, or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

44. **CONSTRUING PROVISIONS:** This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts for their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the General terms of this Contract, the provisions of the latter shall prevail.

45. **SEPARATE COUNTERPARTS & EXECUTION:** This Contract and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same contract. Execution and delivery of this Contract and any amendments by the Parties shall be legally valid and effective through; (i) executing and delivering the paper copy of the documents, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (",pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving, or storing by electronic means this Contract and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Contract (i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of the Contract is sought.

46. **RETENTION AND REVIEW OF RECORDS:** The Contractor and its subcontractors or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

The Contractor and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Contractor or its subcontractor or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and

Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Contractor and its subcontractors will permit such representatives to interview employees on the job during working hours.

47. **AUDIT RIGHTS:** The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must all the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the Contract.

48. **PUBLIC RECORDS:** Records of the Contractor that are made or received in the course or performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Florida Statute. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Florida Statute. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

    a. As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract, the Contractor agrees to:
        i. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.
        ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.

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

iv. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records as required by the City to perform the service. If the Contractor transfers all public records upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

b. The term "public record" as used in this provision include all documents, papers, letters, maps, books, tapes, photographs, films, sound records, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, WANDA.WELLS@TITUSVILLE.COM, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.

" The remainder of this page is left blank intentionally"

DRAFT

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

CONTRACTOR:	**OWNER**:
	City of Titusville
	555 S. Washington Avenue
	Titusville, FL 32796
By: _____	By: _____
	Andrew Connors, Mayor
Date:_____	Date: _____

ATTEST:

_____

Wanda F. Wells, City Clerk

Date: _____

APPROVED AS TO FORM:

_____

Chelsea Farrell, Interim City Attorney

Date: _____

APPROVED AS TO CONTENT:

_____

Tom Abbate, Interim City Manager

Date: _____

Staff Review & Preparation:

_____Date: _____

Leslie A. Rothering, Purchasing & Contracting Administrator

_____Date: _____

Kevin Cook, Public Works Director

_____Date: _____

Terrie Franklin, CDBG Grant Administrator

Exhibit 1 – ITB Bid Document

Exhibit 2 – Contractor's Bid Submittal

DRAFT

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.
Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
Chapter I —Office of Management and Budget Government-Wide Guidance for Federal Financial Assistance

Part 184 Buy America Preferences for Infrastructure Projects
- **§ 184.1** Purpose and policy.
- **§ 184.2** Applicability, effective date, and severability.
- **§ 184.3** Definitions.
- **§ 184.4** Applying the Buy America Preference to a Federal award.
- **§ 184.5** Determining the cost of components for manufactured products.
- **§ 184.6** Construction material standards.
- **§ 184.7** Federal agency's issuance of a Buy America Preference waiver.
- **§ 184.8** Exemptions to the Buy America Preference.

PART 184—BUY AMERICA PREFERENCES FOR INFRASTRUCTURE PROJECTS

Link to an amendment published at 89 FR 30136, Apr. 22, 2024.

Authority: Pub. L. 117-58, 135 Stat. 429.

Source: 88 FR 57787, Aug. 23, 2023, unless otherwise noted.

§ 184.1 Purpose and policy.

(a) ***Purpose.*** This part provides guidance to Federal agencies on the implementation of the Buy America Preference applicable to Federal financial assistance set forth in part I of subtitle A, Buy America Sourcing Preferences, of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act (Pub. L. 117-58) at division G, title IX, subtitle A, part I, sections 70911 through 70917.

(b) ***Policy.*** The head of each Federal agency must ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States. *See* section 70914(a) of the Build America Buy America Act.

§ 184.2 Applicability, effective date, and severability.

(a) ***Non-applicability of this part to existing Buy America Preferences.*** This part does not apply to a Buy America Preference meeting or exceeding the requirements of section 70914 of the Build America, Buy America Act applied by a Federal agency to Federal awards for infrastructure projects before November 15, 2021.

(b) ***Effective date of this part.*** The effective date of this part is October 23, 2023. Except as provided in paragraph (c) of this section, this part applies to Federal awards obligated on or after its effective date. Awards obligated on or after May 14, 2022, the effective date of the Build America, Buy America Act, and before the effective date of this part, are instead subject to OMB Memorandum M-22-11.

(c) ***Modified effective date of this part for certain infrastructure projects.*** If an infrastructure project that has previously received a Federal award obligated on or after May 14, 2022, but before the effective date of this part receives an additional Federal award obligated within one year of the effective date of this part, the additional Federal award is subject to OMB Memorandum M-22-11. However, if significant design or planning changes are made to the infrastructure project, the Federal agency may apply this part to the additional Federal award. Federal awards for an infrastructure project obligated after one year from the effective date of this part are subject to this part, regardless of whether this part applied to previous awards for the project.

(d) ***Severability.*** The provisions of this part are separate and severable from one another. OMB intends that if a provision of this part is held to be invalid or unenforceable as applied to a particular person or circumstance, the provision should be construed so as to continue to give the maximum effect permitted by law as applied to other persons not similarly situated or to dissimilar circumstances. If any provision is determined to be wholly invalid and unenforceable, it should be severed from the remaining provisions of this part, which should remain in effect.

§ 184.3 Definitions.

Acronyms used in this part have the same meaning as provided in 2 CFR 200.0. Terms not defined in this part have the same meaning as provided in 2 CFR 200.1, except for the terms “equipment,” “expenditures,” and “supplies,” which are not specifically defined for this part. As used in this part:

Build America, Buy America Act means division G, title IX, subtitle A, parts I-II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58).

Buy America Preference means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

Component means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into: a manufactured product; or, where applicable, an iron or steel product.

Construction materials means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

(i) Non-ferrous metals;

(ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

(iii) Glass (including optic glass);

(iv) Fiber optic cable (including drop cable);

(v) Optical fiber;

(vi) Lumber;

(vii) Engineered wood; and

(viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

Infrastructure project means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. *See also* paragraphs (c) and (d) of § 184.4.

Iron or steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

Manufactured products means:

(1) Articles, materials, or supplies that have been:

(i) Processed into a specific form and shape; or

(ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

Manufacturer means the entity that performs the final manufacturing process that produces a manufactured product.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

Produced in the United States means:

(1) In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) In the case of manufactured products:

(i) The product was manufactured in the United States; and

(ii) The cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. *See* § 184.2(a). The costs of components of a manufactured product are determined according to § 184.5.

(3) In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. *See* § 184.6 for more information on the meaning of "all manufacturing processes" for specific construction materials.

Section 70917(c) materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. *See* section 70917(c) of the Build America, Buy America Act.

[88 FR 57787, Aug. 23, 2023, as amended at 89 FR 79732, Oct. 1, 2024]

§ 184.4 Applying the Buy America Preference to a Federal award.

(a) ***Applicability of Buy America Preference to infrastructure projects.*** The Buy America Preference applies to Federal awards where funds are appropriated or otherwise made available for infrastructure projects in the United States, regardless of whether infrastructure is the primary purpose of the Federal award.

(b) ***Including the Buy America Preference in Federal awards.*** All Federal awards with infrastructure projects must include the Buy America Preference in the terms and conditions. The Buy America Preference must be included in all subawards, contracts, and purchase orders for the work performed, or products supplied under the Federal award. The terms and conditions of a Federal award flow down to subawards to subrecipients unless a particular section of the terms and conditions of the Federal award specifically indicate otherwise.

(c) ***Infrastructure in general.*** Infrastructure encompasses public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

(d) ***Interpretation of infrastructure.*** The Federal agency should interpret the term "infrastructure" broadly and consider the description provided in paragraph (c) of this section as illustrative and not exhaustive. When determining if a particular project of a type not listed in the description in paragraph (c) constitutes "infrastructure," the Federal agency should consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public.

(e) ***Categorization of articles, materials, and supplies.***

(1) An article, material, or supply should only be classified into one of the following categories:

(i) Iron or steel products;

(ii) Manufactured products;

(iii) Construction materials; or

(iv) Section 70917(c) materials.

(2) An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in paragraph (e)(1) of this section. The classification of an article, material, or supply as falling into one of the categories listed in paragraph (e)(1) must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

(f) ***Application of the Buy America Preference by category.*** An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

§ 184.5 Determining the cost of components for manufactured products.

In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a) of this section, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

§ 184.6 Construction material standards.

(a) The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States."

(1) ***Non-ferrous metals.*** All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) ***Plastic and polymer-based products.*** All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) ***Glass.*** All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) ***Fiber optic cable (including drop cable).*** All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) ***Optical fiber.*** All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) ***Lumber.*** All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

(7) ***Drywall.*** All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) ***Engineered wood.*** All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

(b) Except as specifically provided, only a single standard under paragraph (a) of this section should be applied to a single construction material.

§ 184.7 Federal agency's issuance of a Buy America Preference waiver.

(a) ***Justification of waivers.*** A Federal agency may waive the application of the Buy America Preference in any case in which it finds that:

(1) Applying the Buy America Preference would be inconsistent with the public interest (a “public interest waiver”);

(2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or

(3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall infrastructure project by more than 25 percent (an “unreasonable cost waiver”).

(b) ***Requesting a waiver.*** Recipients may request waivers from a Federal agency if the recipient reasonably believes a waiver is justified under paragraph (a) of this section. A request from a recipient to waive the application of the Buy America Preference must be provided to the Federal agency in writing. Federal agencies must provide waiver request submission instructions and guidance on the format, contents, and supporting materials required for waiver requests from recipients.

(c) ***Before issuing a proposed waiver.*** Before issuing a proposed waiver, the Federal agency must prepare a detailed written explanation for the proposed determination to issue the waiver based on a justification listed under paragraph (a) of this section, including for waivers requested by a recipient.

(d) ***Before issuing a final waiver.*** Before issuing a final waiver, the Federal agency must:

(1) Make the proposed waiver and the detailed written explanation publicly available in an easily accessible location on a website designated by the Federal agency and the Office of Management and Budget;

(2) Except as provided in paragraph (e) of this section, provide a period of not less than 15 calendar days for public comment on the proposed waiver; and

(3) Unless the Director of OMB provides otherwise, submit the waiver determination to the Made in America Office in OMB for final review pursuant to Executive Order 14005 and section 70923(b) of the Build America, Buy America Act.

(e) ***Waivers of general applicability.*** Waivers of general applicability mean waivers that apply generally across multiple Federal awards. A Federal agency must provide a period of not less than 30 days for public comment on a proposal to modify or renew a waiver of general applicability.

§ 184.8 Exemptions to the Buy America Preference.

(a) The Buy America Preference does not apply to expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 16 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.

(b) "Pre and post disaster or emergency response expenditures" consist of expenditures for financial assistance that are:

(1) Authorized by statutes other than the Stafford Act, 42 U.S.C. 5121 *et seq.;* and

(2) Made in anticipation of or response to an event or events that qualify as an "emergency" or "major disaster" within the meaning of the Stafford Act, 42 U.S.C. 5122(1), (2).

"General Decision Number: FL20250240 01/24/2025

Superseded General Decision Number: FL20240240

State: Florida

Construction Type: Highway

County: Brevard County in Florida.

Does not include Cape Canaveral Air Force Station, Patrick Air Force Base, Kennedy Space Flight Center and Malabar Radar Site.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	• Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	• Executive Order 13658 generally applies to the contract. • The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that

	contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	01/24/2025

* SUFL2022-009 06/27/2024

	Rates	Fringes
CARPENTER	$ 22.72	0.00
CEMENT MASON/CONCRETE FINISHER	$ 20.18	1.49
ELECTRICIAN	$ 24.08	3.40
IRONWORKER	$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 16.92 **	0.00
LABORER: Common or General	$ 19.00	0.00
LABORER: Mason Tender - Cement/Concrete	$ 21.43	3.75
LABORER: Pipelayer	$ 21.63	0.00
LABORER: Grade Checker	$ 17.21 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 23.27	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 21.30	0.00

OPERATOR: Boom.....$ 33.61 11.50

OPERATOR: Broom/Sweeper.....$ 17.12 ** 0.00

OPERATOR: Bulldozer.....$ 22.37 3.44

OPERATOR: Crane.....$ 32.18 0.00

OPERATOR: Grader/Blade.....$ 19.25 0.00

OPERATOR: Loader.....$ 20.00 2.79

OPERATOR: Mechanic.....$ 29.69 0.00

OPERATOR: Milling Machine.....$ 20.86 1.95

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....$ 19.73 0.00

OPERATOR: Piledriver.....$ 25.18 0.00

OPERATOR: Roller.....$ 18.28 0.00

OPERATOR: Scraper.....$ 15.54 ** 0.00

OPERATOR: Screed.....$ 17.84 0.00

OPERATOR: Tractor.....$ 16.00 ** 0.68

PAINTER.....$ 21.02 0.00

TRAFFIC CONTROL PERSON.....$ 16.64 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 16.64 ** 0.00

TRUCK DRIVER: Flatbed Truck.....$ 19.46 0.00

TRUCK DRIVER: Lowboy Truck.....$ 20.76 0.00

TRUCK DRIVER: Off the Road
Truck.....$ 16.55 ** 0.00

TRUCK DRIVER: Water Truck.....$ 18.27 0.00

TRUCK DRIVER: Distributor
Truck.....$ 21.19 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the

year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at **https://www.dol.gov/agencies/whd/forms** or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2023)

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contrac ts, greater than $2,000 but not more than $250,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

(a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
(b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
(c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
(d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
  (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract

6. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract

(3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not *less* than $ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of the work (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

( ) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the fiunishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(e) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

12. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

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(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) .Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(b) The classification is utilized in the area by the construction industry; and

(c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage detemination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; ***provided,*** that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of Funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and Basic Records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

([3]) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract

(h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

(j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(k) Certification of Eligibility.

(1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(1) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 7575. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in so licitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Invitation to Bid
Bid Acknowledgement
This is not an order!

SUBMIT SEALED BID TO:

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

FLORIDA TAX EXEMPT #85-8012621749C-1

FEDERAL TAX EXEMPT #59-6000523

Release Date:	Bid Number:
August 7, 2025	CN-25-B-052MG

BIDS RECEIVED AFTER BELOW DATE AND TIME WILL NOT BE ACCEPTED

Procurement Analyst: Matthew Gantz

Bid Title: Community Shade Stop - FY25 CDBG - REBID 2

Bid opening Date and Time: August 29, 2025 3:00pm

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing and Contracts, 555 Washington Ave, Titusville, FL 32796 ,or at the Euna OpenBids.® website

Pre-Bid Date, Time, and Location: ☑ None ☐ Mandatory ☐ Non-Mandatory

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Scope of Work, proposed Agreement, and any/all other documents accompanying or made part of this bid 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 bids.
- I certify that all information contained herein is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid 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 certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor.
- In submitting a bid to the City of Titusville, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the City of Titusville all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Titusville. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Contractor.

IF RETURNING AS A "NO BID", PLEASE STATE REASON:

Legal Name of Contractor:	Business Address:
SDV SERVICES LLC	1313 S WASHINGTON AVE STE C TITUVILLE FL 32780
Telephone Number:	**FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN.):**
321-267-7073	27-1289920

The contractor acknowledges that information provided in this ITB is true and correct.

X _____ FRANKLIN D KELLEY

AUTHORIZED SIGNATURE *(MANUAL)* — NAME *(PRINTED)*

MANAGER — 8/26/2025

TITLE — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☑ Physical Presense or ☐ Online Notarization

this 26TH day of AUGUST (month), 2025 (year), by FRANKLIN D KELLEY (name of person acknowledging)

NICLLE LOCHARY

NOTARY PUBLIC STATE OF FLORIDA NICOLLE LOCHARY MY COMMISSION # HH 316801 EXPIRES: January 25, 2027

(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:

BOND DATA

CONTRACTOR MUST PROVIDE			AMOUNT:
Yes ☐	No ☑	BID BOND	
Yes ☐	No ☑	PERFORMANCE BOND	
Yes ☐	No ☑	LABOR, MATERIAL, PERFORMANCE BOND	

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

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

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Section I - Introduction & Instruction to Bidders Page 4-5

Section II - Special Conditions Page 5-8

Section III - Scope of Work (including site plan) Page 8-12

Section IV - General Terms & Conditions Page 13-20

Attachments:
Attachment A – Price Sheet
Attachment B – Required Forms
Attachment C – Draft Contract

Exhibits:
Exhibit A – Appendix II of 2 CFR Part 200
Exhibit B – Davis Bacon Act WD
Exhibit C – HUD Fair Labor Standards
Exhibit D – HUD General Contract Conditions for Small Construction

COMMUNITY SHADE STOP- CDBG RE-BID 2
INVITATION FOR BID #CN25-B-052MG
ATTACHMENT A - PRICE SHEET

Please provide the proposed fee to be charged in connection with the services described in the Invitation to Bid. Fee proposed must include all charges relating to the Work required and all out-of-pocket expenses. **Award will be based on the Base total bid price.**
THIS IS NOT AN ORDER
Please quote the following line items.
Offer shall be for units requested and prices shall remain valid for 90 days for the purpose of evaluation of this solicitation.

Pricing Matrix

SECTION 1

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE
1	MOBILIZATION-GENERAL CONDITIONS & DEMOBILIZATION	Lump Sum	$ 5,000.00
2	MAINTENANCE OF TRAFFIC	Lump Sum	$ 1,500.00
3	SUPERIOR SHADE STRUCTURE	Lump Sum	$ 12,200.00
4	EXISTING SIDEWALK REMOVAL, NEW SIDEWALK INSTALLATION & INCLUDING ALL RESTORATION	Lump Sum	$ 11,200.00
5	Installation BENCH, TRASH RECEPTACLE AND BIKE RACK W / CONCRETE PAD.	Lump Sum	$ 8,000.00
		GRAND TOTAL BID AMOUNT► ►	$ 37,900.00
NUMBER OF CONSECUTIVE CALENDAR DAYS BIDDER WARRANTS TO COMPLETE ALL CONTRACT WORK ► ► **Not to exceed 60 days**			30

NOTE: Permit cost will be reimbursed based on actual cost paid by Contractor. Receipts shall be submitted with Final Pay Request.

SECTION 2

Bench Brand/Model #	BELSON, PB-72
Trash Receptacle Brand/Model #	BELSON TCR-DF
Bike Rack Brand/Model #	BELSON - HM-1283CS238

PURCHASING CARD & ACH PAYMENTS

1. Does your company accept Visa (Purchasing Card) Payment Method? ☐ Yes ☑ No
   a. If yes, is there a surcharge? _____
2. Does your company accept ACH payment method? ☑ Yes ☐ No
   a. If yes, please provide Contact Info below:

Name: NICOLLE LOCHARY/FRANKLIN D KELLEY

Email: SDVSERVICESNL@YAHOO.COM

PROMPT PAYMENT DISCOUNT

The City of Titusville shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms:

BIDDER INFORMATION

As witnessed by my signature below, I have carefully examined the Invitation for Bid, Instructions to Bidders, General and Special Conditions, Contractor's Notes, Scope of Services, and all other documents accompanying or made part of this invitation for bid.

COMPANY NAME:	SDV SERVICES LLC	PHONE # 3212677073
COMPANT ADDRESS:	1313 S. Washington Ave, Suite C Titusville, FL 32780	FAX # 3212672211
		FEIN # 27-1289920
		UEI #

AUTHORIZED SIGNATURE: _____ DATE: 8/26/25

PRINTED SIGNATURE: FRANKLIN D Kelley

TITLE: Manager

E-MAIL: sdvservicesnl@yahoo.com

WEBSITE:

OFFICIAL ADDRESS, PHONE & FAX NUMBER (If different from above).

ADDRESS:

PHONE NUMBER: FAX NUMBER:

Bidder Checklist

COMMUNITY SHADE STOP - FY25 CDBG - REBID 2
INVITATION TO BID #CN-25-B-052/MG

The following items must be included with the submittal for Bid to be considered responsive.

Solicitation Front Documents

☑ Signed & Notarized Cover Page

Attachment A – Price Sheet

☑ Price Proposal Form

Attachment B – Required Forms

☑ Addendum Acknowledgement Form

☑ Questionnaire Form

☑ Subcontractor Proposal Form

☑ References Form

☑ Public Entity Crimes Affidavit

☑ Drug Free Workplace Certification

☑ Scrutinized Company List Affidavit

☑ E-Verify Affidavit

☑ Certification Regarding Lobbying

☑ Form of Non-Collusion Affidavit

☑ Equal Employment Opportunity Certification

☑ Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion

☑ Human Trafficking Affidavit

☑ Certification of Compliance with Grant Requirements – CDBG-HUD

☑ Florida Trench Safety Act Statement

☑ Certification of Nonsegregated Facilities

☑ Section 3 Business Concerns Preference (only if claiming qualification)

☑ Licenses Copies (Professional, Business, etc.)

The City's State Tax Exemption number is 85-80126221699C-3; the FEID number is 59-6000440.

SECTION I – INTRODUCTION & INSTRUCTION TO BIDDERS

1. INTRODUCTION

The City of Titusville is requesting sealed bids from licensed qualified Contractor's to furnish, deliver, and install all materials and labor to construct one (1) community shade stop funded by Community Development Block Grant (CDBG) grant and in accordance with all regulations found in 24 CFR and 2 CFR part 200. The awarded Contractor's price shall include all labor, material, equipment, and incidentals including mobilization, and maintenance of traffic (M.O.T.), necessary to perform the Work shown on the attached plan. If needed to support construction, the Contractor shall be responsible for renting a hydrant meter from the City Customer Services Office at City Hall located at 555 S. Washington Ave. Titusville, FL 32796.

2. INFORMATION AND CLARIFICATION

For information concerning procedures for responding to this bid, contact Matthew Gantz, Purchasing and Contracts at phone number (321) 567-3735 or email: Matthew.Gantz@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 bid, any corrections of any ambiguity, inconsistency, or error therein, will be made by any bidder orally. Every request for such interpretation must be in writing addressed to the attention of the e-mail contact listed above. The City shall not be bound by oral explanations or instructions given at any time during competitive process or afterward.

All requests for clarification must be received in writing no later than ten (10) calendar days prior to the date for opening of the bids. All such interpretations and supplemental instructions will be in the form of written addendum to the bid. Only the interpretation or correction so given by the Purchasing and Contracting Department representative in writing shall be binding. Bid documents may be downloaded from DemandStar or by emailing a request to the Purchasing & Contracting contact listed above.

3. PREPARATION OF BIDS

Bidders are expected to examine this bid packet, scope of work, all instructions, and Attachments (if applicable). Failure to do so will be at bidder's risk.

All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person authorized to sign the bid. A responsible officer or employee of that firm must sign with the firm or company name on all bids. Obligations assumed by such signatures must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof, on which an entry is made.

Unit price for each item bid shall be shown and such price shall include packing in accordance with the general or any special conditions, unless otherwise specified. A total shall be entered into the amount column for each item bid. In case of discrepancy between a unit price and the extended price, the unit price will be presumed to be correct.

PURSUANT TO CITY POLICY, FAILURE OF A CONTRACTOR TO ADVISE THE CITY OF BID DISCREPANCIES IN ORDER TO GAIN A COMPETITIVE ADVANTAGE MAY BE GROUNDS FOR A CANCELATION OF ANY CONTRACT OR PURCHASE ORDER AWARDED UNDER THIS BID.

4. **SUBMITTAL**

Bids shall be received by the City's Purchasing & Contracting Office, City Hall, 555 South Washington Avenue, Titusville, Florida, 32796 no later than **3:00 p.m**. local time **August 29, 2025**, at which time and date all bids duly submitted will be publicly opened and names of firms submitting bids read aloud in the City Council Chambers. No further details of the contents shall be disclosed until notice of intent of award or thirty (30) calendar days after opening of bids, whichever comes first, in accordance with Chapter 119.71, Florida Statutes. Bids must be submitted on the City format to be considered. The official time clock will be the date and time stamp when received in the Purchasing & Contracting Office. All bids received after the opening date and time will be considered invalid and rejected. It is the Bidder's responsibility to ensure that their Bid response is received prior to the deadline.

Electronic Bid filing is available for this Solicitation on Euna OpenBids at www.Demandstar.com. Electronic bidding is preferred; however hard copy bids will still be accepted.

If submitting hard copies, bids shall be submitted in **one (1) paper copy** and **one (1) digital copy** to be saved in Excel (.xls or .xlsx), Adobe Portable Document Format (.pdf), or .ZIP file formats only, on compact disc (CD) or USB flash drive in a sealed envelope or box. All submittals must be received no later than the above said date and time. The material should be in the same sequence or order as organized within the bid packet. The City shall not be liable for any cost incident to the preparation of responses, materials, reproductions, presentation, copyright infringement, etc.

Sealed bids must be clearly marked on the outside as follows:

"Bid Title: COMMUNITY SHADE STOP - FY25 CDBG - REBID 2"

Bid # CN-25-B-052/MG

and returned to:

City of Titusville – City Hall

Purchasing and Contracting Department

555 S. Washington Ave., 2nd floor.

Titusville, FL 32796

Note: Please ensure if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing & Contracting on the 2nd floor at the above address. **Bidders are advised that the U.S. Postal Service 1st class and Express mail is delivered to a centralized mail room and is not delivered directly to the Purchasing & Contracting Office. Delivery via the USPS is at the bidder's risk.**

The contents of this bid, insurance requirements, and all provisions of the successful bid deemed pertinent by the City shall be incorporated into the agreement and shall become legally binding.

SECTION II - SPECIAL CONDITIONS

1. **MINIMUM QUALIFICATIONS**

Bidders shall be properly licensed to conduct business in the State of Florida. The successful Bidder will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed including registration with the State of Florida to conduct business within the state. Prior to award, the apparent low Bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office.

2. **AWARD**

A purchase order or contract will be awarded to the responsible Bidder who submits the lowest price and is determined, by the City, to be the most responsible and responsive bidder by substantially complying with the provisions of the Invitation to Bid. Provided the Bid price is reasonable, and 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 Bidder, in determining the most advantageous Bid.

3. **FUNDING COMPLIANCE REQUIREMENTS**

Awarded Contract must follow all requirements listed in Attachment A, regarding CDBG funded projects. Including, Davis-Bacon Act, certified payroll and Section 3 hiring. All bidders are to certify compliance on the form included within this bid package.

All bidders, including proposed subcontractors, submitting for this project must provide a Sam.gov Unique Entity ID (UEI) number for the purpose of a debarment check through SAM.gov. Only the primary contractor shall be fully registered with Sam.gov. Please include a printout of the Sam.gov UEI # for all entities proposing work in bid submittal.

Payment and performance obligations for this project shall be subject to appropriation and availability of grant funds to the City through the CDBG Grant program.

4. **EQUIVALENTS**

Any offering of equivalents must be submitted to the Purchasing Contact listed in SECTION I, #2, INFORMATION AND CLARIFICATION, for review and approval ten (10) days prior to bid opening. Bidder's shall include brand name, manufacturer's specifications and manufacturer's warranty information with requests for equivalent acceptance. Any approved equal will be addressed through an addendum.

5. **PERMITS**

All permits, if applicable, shall be the Contractor's responsibility to pay for and obtain. Contractor shall also be responsible to ensure that appropriate City departments are notified when construction is to commence and to ensure that City, engineering and Building Department inspections are called for as necessary. Contractor shall comply with all applicable provisions of the current Florida Building Code or City standards, as adopted by the City. The required permitting for this project will include at minimum a City Building permit. Shade structure building plans should be provided to the building department during permitting. The City will not provide surveys and elevations for permitting. Contractor is responsible for all documents and material required for proper permitting.

All fees paid by Contractor for permits shall be reimbursed based on actual payments. Receipts for permit expense must be submitted with final invoice for reimbursement.

6. **PRICING/INVOICING**

Pricing shall be based on unit prices provided on the price proposal page and shall remain firm. All pricing shall incorporate and include all delivery, shipping/fuel charges, transportation, travel, and any other associated costs. The City of Titusville will not be responsible for any additional charges and will not reimburse travel time.

Partial payments may be made for work completed by the Contractor on a progress scheduled. Once the completed portions of Work have been accepted by the City's Project Manager, properly documented and invoiced. Payment shall be made in accordance with the Florida Prompt Payment Act, Florida Statutes 218.70-78.

7. REFERENCES

Bidder shall submit the following information with their bid:

a) References: Provide a minimum three (3), maximum five (5), references on the form provided. References shall be verifiable commercial, retail, and/or governmental projects of the same size and complexity. Reference form should be complete with accurate contact data. Don't list people who will be unable to answer specific questions regarding the requirement.

Failure to submit the above requested information may be cause for rejection of your bid.

8. INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION:

The City shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the City is contracting hereunder, provided such is caused in whole or in part by any negligent act, intentional act, or error and omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE:

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

Commercial General Liability Insurance - coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.

Auto Liability Insurance - covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.

Workers' Compensation and Employers Liability Insurance - Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) calendar days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) calendar days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

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

SECTION III - SCOPE OF WORK

1. INTENT

The City of Titusville intends to contract with a licensed contractor to construct one (1) bench and shade stop location within Titusville. The awarded Contractor shall provide all labor, material, equipment, and incidentals including mobilization, and maintenance of traffic (M.O.T.), necessary to perform the construction and installation as shown on the included site plan. The Contractor shall also be responsible for renting a hydrant meter from the City if needed to support construction.

2. PUBLIC OUTREACH

The Contractor is responsible for all public outreach activities before and during construction. The Contractor shall provide written notice to all affected residents/businesses a minimum of 72 hours prior to starting work in a location. Written notice draft shall be submitted to the City for approval.

3. SPECIFICATIONS:

3.1 All construction shall conform to the FDOT Standard Specifications for Road and Bridge Construction, latest edition.

3.2 All technical specifications are to be in accordance with the included site plan. No equivalents for shade structure will be accepted with this bid.

3.3 Equivalents for Trash receptacle, Bike rack and Bench will be acceptable in accordance with the Section I; SPECIAL CONDITIONS; EQUIVALENTS of this bid packet. Sidewalk installation will work around the existing fire hydrant and be finished out to maintain the area within all applicable codes and regulations.

3.4 Formal soil compaction tests nor concrete test will be required.

3.5 Grass to be installed for disturbed areas to match existing or Bahia if not determinable.

3.6 Contractor must submit a MOT plan for the project to the City's Project Manager and must be approved prior to executing the Work. The maintenance of traffic plan should detail a safe work area and traffic flow in accordance with all governing regulations including FDOT. Note: Deleon Avenue may only have a single lane closure at any time if necessary, during construction.

4. VIDEO

Prior to construction, a pre-construction video of all areas and proposed staging and storage area is required. The video with audio is required to be DVD or electronic media video format and presented to the City's Project Manager.

5. GENERAL PROVISIONS

5.1 Adherence to a work schedule mutually agreed upon by the Contractor and City Project Manager. Standard Work Hours 8:00 am – 5:00 pm M-F.
5.2 Work must be scheduled at minimum three (3) business days in advance.
5.3 Contractor shall designate an individual acceptable to the City to serve as the Contractor's Project Manager.
5.4 City will locate right-of-way at this location.
5.5 Contractor is responsible for providing redline As-builts only.
5.6 All permitting is the Contractor's responsibility.
5.7 Project must be completed in no more than sixty (60) days.

6. WARRANTY:

6.1 The Contractor must provide a one (1) year warranty on all labor and materials.
6.2 The Contractor must provide and facilitate the transfer of manufacturer's warranty for the following items:

a. Trash receptacle
b. Bench
c. Bicycle rack
d. Shade Structure System
e. Shade Structure Fabric

"See site plan next page"

SITE PLAN

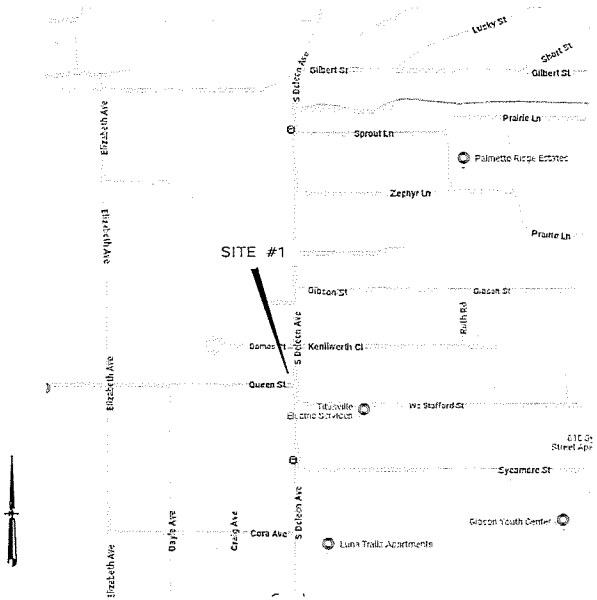
2025 CDBG BENCH AND SHADE

for

City of Titusville, Florida
Public Works

INDEX OF DRAWINGS

SHT. NO.	DESCRIPTION
CS	COVER SHEET
1	SITE #1
2	DETAILS



Location Map

ANDREW CONNORS
Mayor
HERMAN A. COLE, JR
Vice Mayor
MEGAN MOSCOSO
Council Member
JO LYNN NELSON
Council Member
DR. SARAH STOECKEL
Council Member
TOM ABBATE
Interim City Manager
KEVIN COOK, PE
Public Works Director

Prepared By: City of Titusville Public Works Department
2910 Garden Street
Titusville, Florida 32780

UTILITY LOCATES
SUNSHINE 811

100% Plans
5/20/25

0 30 60 Feet

SYMBOL	REVISIONS	BY	DATE	APPRVD

DESIGNED BY:	CKC
DRAWN BY:	CKC
PROJECT ENGR:	CKC
CHECKED BY:	X
APPROVED BY:	CKC

Sealed By: C. KEVIN COOK, P.E.
FL. Reg. No. 65145

CITY OF TITUSVILLE
PUBLIC WORKS ADMINISTRATION
2910 GARDEN STREET, TITUSVILLE FL 32780

CDBG 2025
BENCH AND SHADE

DATE: 5/20/25
SCALE:1" = 10'

1

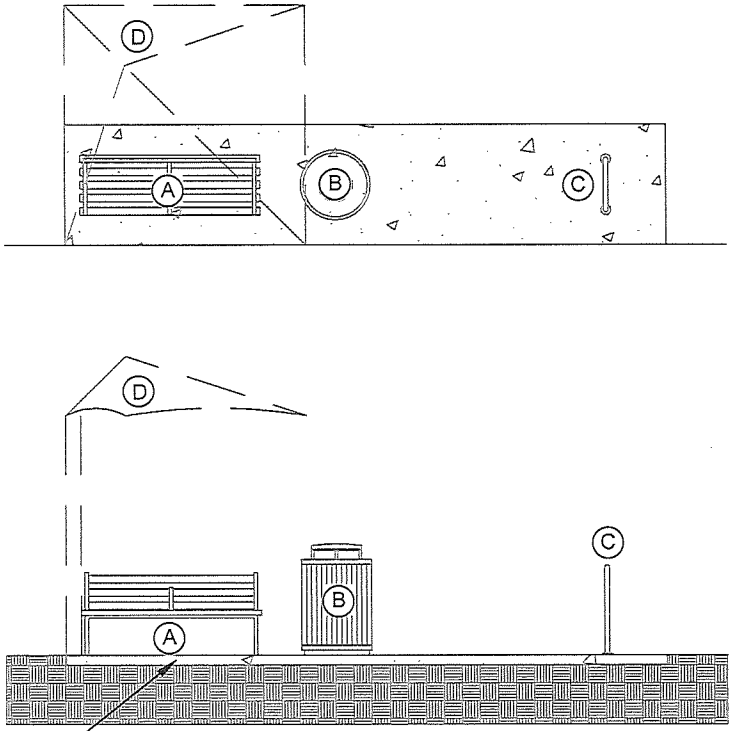
SHEET 1 OF 2

A 72" CONCRETE PARK BENCH
- CONTEMPORARY CLASSIC 72"
- DOVE GRAY SMOOTH FINISH SEAT
- DOVE GRAY LSB FINISH FRAME
- SECURITY BRACKET
- BELSON OR EQUAL

B 36 GAL CONCRETE TRASH RECEPTACLE
- CONCRETE TRASH RECEPTACLE
- DOVER GRAY LSB FINISH
- BROWN LID
- 36 GAL ROUND LINER
- BELSON OR EQUAL

C SINGLE LOOP BIKE RACK
- 2-3/8" OD
- BLACK COLOR
- SURFACE MOUNT
- BELSON OR EQUAL

D CANTILEVER SQUARE SHADE STRUCTURE
- 8' X 8' FOUR PANEL SQUARE UMBRELLA W/O GLIDE
- STRUCTURE COLOR TO BE OCEAN BLUE
- ROOF COLOR TO BE COM 95 RIVERGUM
- SUPERIOR SHADE



6" CONCRETE SIDEWALK
20' X 4' ON COMPACTED SOIL

SYMBOL	REVISIONS	BY	DATE	APPRVD
	REPLACED SHADE STRUCTURE MANUFACTURE	CKC	5/20/25	CKC

DESIGNED BY:	CKC
DRAWN BY:	CKC
PROJECT ENGR:	CKC
CHECKED BY:	X
APPROVED BY:	CKC

Sealed By: C. KEVIN COOK, P.E.
FL. Reg. No. 65145

CITY OF TITUSVILLE
PUBLIC WORKS ADMINISTRATION
2910 GARDEN STREET, TITUSVILLE FL 32780

CDBG 2025
BENCH AND SHADE

DATE: 5/20/25
SCALE: NTS

2

SHEET 2 OF 2

Section IV General Terms & Conditions

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 solicitation.

   c. 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.

   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 Solicitation 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, an any other information required by City policies.

   f. RESPONSIVE CONTRACTOR - A Contractor who has submitted a Bid/proposal, which conforms in all respects to the requirements of the Solicitation package, including, but not limited to, submission of the Bid/proposal on required forms with all required information, signatures, and notarizations at the place and time specified.

   g. SOLICITATION - An Invitation for Bids, Request for Proposals, Request for Qualifications or any document used to obtain bids or proposals for the purpose of entering into a contract.

   h. 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.

2. **Submittal of Solicitations – Due Date:** Bid/proposals shall be submitted utilizing the Solicitation form(s) provided herein. All Bid/proposals shall be properly executed with all applicable blank spaces completed. All corrections made by Contractor to any Bid/proposal entry must be initialed. Bid/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 bid/proposals received in Purchasing after the specified date and time will not be accepted. Bid/proposals shall be submitted in a sealed envelope prior to the time established for the opening of Bid/proposals, and the envelope shall be marked with the Solicitation number, title of Solicitation, Solicitation 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. Bid/proposals submitted by mail must be received in the office of the Purchasing & Contracting Division by the time specified herein for the Solicitation opening. The City of Titusville will take no responsibility for delay caused by poor mail delivery or miscalculation of delivery by the Proposer.

3. **Proposer's Signature:** If the Bid/proposal 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/proposal as principal. If the Bid/proposal 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/proposal is made by a corporation, the Bid/proposal must be signed by some authorized officer or agent, subscribing the name of the corporation with his own name and affixing the corporate seal. Such office or agent must also state the name of the State under which the corporation is chartered, the names and business address of the President, Secretary and Treasurer, as well as the registry with the Secretary of State of the State of Florida of such corporation for doing business in the State of Florida.
   If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing & Contracting Division at (321) 567-3698, for further clarification. Strict adherence to criteria outlined above is of the utmost importance in the finalization of agreements awarded to successful Proposers.

4. **Solicitation Opening:** Solicitation opening shall be public on the date and time specified. Sealed Bid/proposals received by an agency pursuant to invitations to Solicitation 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 Solicitation or Solicitation 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. Bid/proposal must be submitted on forms provided by the City. No other forms will be accepted. Fax, telephone, emailed, or verbal Bid/proposals are not acceptable and will not be considered. No Bid/proposal may be modified after opening. No Bid/proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

5. Unless otherwise noted in the Solicitation document, Contractors shall submit <u>one Bid/proposal only</u>.

6. **Withdrawal of Bid/proposals:** Proposers may withdraw a Bid/proposal after it has been delivered to the purchasing agent any time prior to the stipulated time for opening of the Bid/proposals.

7. **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 Bid/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 Bid/proposal.

8. **Questions Regarding Specifications or Solicitation Process:** To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, division, 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 Bid/proposals, prior to the time a Solicitation 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 Bid/proposal currently under evaluation and/or any future Bid/proposal depending on severity of the infraction.
   a. Any questions relative to interpretation of specifications or the Solicitation 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 Solicitation. At the City's sole discretion, inquiries received within five (5) days prior to the date set for the receipt of Solicitations 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 Bid/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 Bid/proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda or acknowledgment thereof with the Bid/proposal.

9. **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 Solicitation 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 Solicitation opening unless stipulated otherwise in the Solicitation documents (including all issued addenda).

10. **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 Bid/proposal.

11. **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.

12. **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.

13. **Trade Names:** In cases where an item to be proposed 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 Bid/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. Bid/proposals on other makes or catalog numbers will be considered provided each Proposer clearly indicates prior to the Solicitation due date or states in its Bid/proposal exactly what alternative it proposes to furnish and forwards with his Bid/proposal, or prior to the Solicitation due date, a cut illustration or other descriptive material which will clearly indicate the character of the article covered in its Bid/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 Bid/proposal, the Proposer may be required to submit, before the Solicitation 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.

14. **Awards:** The City will negotiate the terms of the final
15. agreement with the Proposer(s) determined to have submitted the best bid/proposal(s) under the selection criteria outlined the solicitation. If negotiations fail, the City may negotiate with other Proposer's for award of the agreement or terminate this solicitation without liability to any person. Final award will be made based solely on bid/proposal(s), which, in the City's opinion, is in the best interest of the City.

15. **Evaluation of Bid/proposals**: The City reserves the right to make any changes to this Solicitation, or to reject any and all Bid/proposals, or portions of any and all Bid/proposals, or to accept any Bid/proposal or portion thereof deemed to be in the best interest of the City, or postpone or cancel or to re-solicit this Solicitation at any time, or to waive any irregularities or informalities in this Solicitation or in the offers received as a result to this Solicitation, 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 Bid/proposal of a Proposer who has previously failed to perform properly or complete contracts or purchase orders on time, or a Bid/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 Solicitation 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 Proposers' 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. **Bidder/Proposer Qualification:** The City reserves the right to conduct an inspection of the Bidder/Proposer's facility and equipment prior to the award of the Solicitation. 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 Solicitation.
    Bid/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 Bid/proposals from firms who maintain current City occupational license or from firms that are licensed to conduct business in the State of Florida.
    Bid/proposals will be considered only from firms which are regularly engaged in the business as described in this Solicitation 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 Bid/proposal:
    a. Submission of more than one (1) Bid/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 Bid/proposal in which the bid/proposal price for some items are out of proportion to the bid/proposal price for other items.
    e. Lack of competency of Bidder/Proposer – i.e., Bidder/Proposer will be considered ineligible if at any time during the process of receiving Bid/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. **Bid/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 Bid/proposal

guarantee submitted with the Bid/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. **Safety Warranty**: The selling dealer, distributor, Contractor, and manufacturer shall be responsible for having compiled with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

21. **Warranty:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Bid/proposal shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of this Solicitation.

22. **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 to City user agency. Invoices are to be billed at the prices stipulated on the purchase order or contract and as outlined in the Vendor's Bid/proposal. All invoices must show the City of Titusville purchase order number.

23. **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 Solicitation 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.
Solicitation award challenges or Solicitation 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.

24. **Solicitation Award Cancellation:** The City reserves the right to withdraw all Solicitation awards at any time for any reason.

25. **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.
    - Continued failure to deliver products, services, work in accordance with the terms and conditions of the engagement documents.
    - Disregard for the prudent use of taxpayer's funds.
    - Causing the City to litigate.
    - Shoddy workmanship.
    - Deliberate attempts to deceive the City.

26. **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 Bid/proposal as non-responsive.

27. **Conflict of Interest**: The award hereunder is subject to all applicable portions of Chapter 112, Florida Statutes. All Proposers must disclose with their Bid/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.

28. **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 five (5) years from the date of final payment under the Purchase Order unless a shorter period is otherwise authorized in writing by the City.

29. **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.

30. **Florida Statutes on Drug-Free Workplace Programs:** In case of tie Bid/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 Solicitation and must be completed and returned with your Bid/proposal.

31. **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.

32. **Discriminatory Vendor List:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid/proposal for a contract to provide goods or services to a public entity, shall not submit a Bid/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 Bid/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.

33. **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.

34. **Cancellation And Reinsurance:** If any insurance should be canceled or changed by the insurance expiring during the period of this Solicitation award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Solicitation to maintain continuous coverage during the life of the contract.

35. **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 Solicitation are entirely the obligation of the Contractor and shall not be chargeable in any manner to the City of Titusville.

36. **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.

37. **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.

38. **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.

39. **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.

40. **Contract Termination:** The contract resulting from this Solicitation 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.

41. **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.

42. **Confidentiality of Bid/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.

43. **Local Preference:** (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 hundreds (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.

44. **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 Proposer may by their actions cause their Proposer's submission to be rejected/disqualified.

45. **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.

46. **E-Verify:** As a condition precedent to entering into an agreement as a result of this Solicitation, 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.
1. 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.
2. 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.
3. 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.
4. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be

challenged pursuant to Section 448.095(2)(d), Fla. Stat. 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.

5. 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.

47. **Contingent Fees:** The Successful Proposer(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.

48. **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.

49. **Prohibited Telecommunications Equipment.** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing a Contract, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

50. **Anti-Trust Violations.** By entering into a Contract, Contractor certifies that at the time of entering into a Contract, neither it nor its affiliate(s) are on the anti-trust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

51. **Foreign Gifts And Contracts.** The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. *See Section 286.101(7)(a).*

52. **Human Trafficking Affidavit.** Upon execution of a Contract, Contractor shall submit a sworn statement to the Client on the attached affidavit form and incorporated herein, in accordance with the provisions of Florida Statute 787.06(13).

53. **Foreign Gifts And Contracts.** The CONTRACTOR must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. *See Section 286.101(7)(a).*

54. **Purchasing Contracts With Other Government Entities:** The City permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).

55. **Force Majeure**: Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God, fire, theft, war, riot, embargoes or acts of civil or military authorities. If delivery is to be delayed by such contingencies, Contractor shall immediately notify City in writing and City may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Purchase Order at no cost to City.

56. 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 CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. Washington Ave., Titusville FL 32796.

57. **CLOUD-BASED SERVICES.** The following provisions apply if this Contract is for cloud-based services.

a) **Content Ownership and Use.** Contractor shall agree that data entered into the Contractor's cloud-based service system (the "Content") is owned by the City and shall be returned to City promptly upon demand in a format acceptable to the City and at no charge. Content shall not be withheld for non-payment. Upon successful transfer of Content to City, Contractor will destroy Content as directed by City upon the City's authorization. Contractor's access to Content is limited such that the City grants Contractor a limited, royalty-free, non-exclusive, non-transferable and non-sublicensable license to process Content only in the United States as instructed by City and limited to the City's benefit.

b) **Confidentiality.** If Contractor's employees or representatives are granted access to any of City's computer networks or systems (including, but not limited computer systems, application programs and databases), Contractor shall treat all of City's data and information accessed from such system(s) as City's confidential information. In addition, (i) Contractor, Contractor's employees and representatives will not use or disclose for any purpose any aspect or portion of third party data or information which Contractor may access for City's computer system(s), unless Contractor first obtain the third party's written consent; and (ii) Contractor shall make no electronic or hard copies of City's information extracted from City's computer system(s) unless specifically requested to do so by City, in which case Contractor will clearly mark and treat the information as "City Confidential". Contractor shall only provide copies to Contractor's employees or representatives within City's facility having a direct need to know. The obligations stated in this section shall survive the expiration or termination of this Contract.

c) **Data Security.** Contractor is responsible for safeguarding City data and Content from unauthorized access. All City data and Content will be stored, processed, and maintained in accordance with state and federal privacy and data protection laws and solely in data centers located in the United States. Contractor agrees to immediately notify city of any unauthorized use, copying, or disclosure of the Content or portal accounts of which Contractor becomes aware and agrees to immediately take such actions as are necessary to end and prevent any such use, copying, or disclosure. Contractor acknowledges and agrees that any unauthorized use, copying or disclosure may cause immediate and irreparable injury to City or to third parties, and in such event, City may seek and obtain injunctive relief, without bond or other security, in addition to other remedies available at law and in equity.

d) **Indemnification for Intellectual Property.** Contractor shall defend, indemnify, and hold City and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of or actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, copyright, or other proprietary right of any third party, arising out of the use or sale of Contractor's cloud-based services (other than for liability proved to be the fault of City). Contractor's indemnification under this subsection applies only to: (i) unmodified software or cloud-based service licensed to City; (ii) software or cloud-based service modified by Contractor for City; and (iii) software or cloud-based service modified with Contractor's express permission. If a third party's claim endangers or disrupts City's use of the cloud-based service, Contractor shall, at City's option and at no charge to City, (a) replace the cloud-based service with a compatible, functionally equivalent and non-infringing product; (b) modify the cloud-based service to avoid the infringement; (c) obtain a license so City may continue use of the cloud-based service for the Contract term; or if these options are commercially unreasonable (d) return a pro-rata portion of the applicable fee paid by City.

e) **Subscription Term.** The beginning of the term of the initial subscription is subject to availability to the City of the contracted cloud based service and the parties agree that payment obligations for the license to use the cloud based service shall not apply unless and until the contracted cloud based service is available for use to the City.

f) **Backup and Recovery of Data.** Contractor is responsible for maintaining a backup of the City data and content and for an orderly and timely recovery. Contractor shall maintain a contemporaneous backup of City Content that can be recovered within a reasonable period of time.

g) **Waiver of Limitation of Liability.** Contractor waives any limitation of liability in the Agreement for damages, costs and expenses resulting from Contractor's breach of confidentiality or data security obligations, claims for which the Contractor is insured and damages, costs and expenses payable under the Contractor's indemnification obligations.

Addendum Acknowledgment

By signing each line below, Bidder acknowledges that the corresponding addenda have been received and are included in this solicitation packet:

☐ Addendum 1 _____ Dated _____

☐ Addendum 2 _____ Dated _____

☐ Addendum 3 _____ Dated _____

☐ Addendum 4 _____ Dated _____

SDV SERVICES LLC
1313 S. Washington Ave, Suite C
Titusville, FL 32780

QUESTIONNAIRE FORM

This form is to be utilized to provide general information about your company to the City of Titusville.

Name of Company SDV SERVICES LLC

Business Tax Receipt/Occupational License Number (as applicable): BTR-25-002789

City of Titusville ☑Yes or ☐No: Other (City/County/Etc.)_____

State of Florida Registration Entity Name: SDV SERVICES LLC

Document Number: CGC 038747 Status: ACTIVE

Please answer the following:

1. Number of years your firm/company has been in business: 15 years.
2. Is your firm incorporated in the State of Florida? ☑ Yes ☐ No
3. Number of years your firm/company has provided the type of product/service required by the Invitation to Bid: 15+ years.
4. Number of Assigned Personnel to the City Account: _____

Anticipated Project Manager Information:

Project Manager Name	FRANKLIN D KELLEY
Title	MANAGER
Phone Number	321-543-4211/321-267-7073
Email	SDVSERVICESNL@YAHOO.COM

Please indicate any certifications or licenses held to perform the work on which you are bidding. Use additional pages as needed.

License/Certification Issued By	License Number	Expiration Date
FLORIDA	CGC 038747	8/31/2026

Supplier Name	Supplier Location	Item Description
SUPERIOR SHADES	GA	SHADE
BELSON	IL	BIKE RACK, TRASH CAN, BENCH

PERFORMANCE OF WORK BY SUBCONTRACTORS

The BIDDER hereby states that he proposes, if awarded the Contract, to use the following subcontractors on this project: List below all proposed subcontractors and trade specialties and costs. (List only one subcontractor for each trade.) Write on back or provide additional pages if additional space is needed.

Subcontractor #1	
Contractor Name: N/A SELF PERFORM ALL	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:
Subcontractor #2	
Contractor Name:	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:
Subcontractor #3	
Contractor Name:	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:
Subcontractor #4	
Contractor Name:	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:
Subcontractor #5	
Contractor Name:	
Address:	
Contact Person (Name):	Telephone:
Email:	Trade Specialty:
UEI #	Cost of Subcontractor Work:

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): CITY OF TITUSVILLE - CDBG	
Address: TITUSVILLE	
Contact Person (Name): TERRI FRANKLIN	Telephone:
Fax and/or Email:	
Date of Service: VARIOUS	Contract Total: VARIOUS
Description of Service: SHADES, REHABS ETC	
2. Business/Organization (Name): CITY OF TITUSVILLE	
Address: TITUSVILLE	
Contact Person (Name): SANDRA RELLER	Telephone:
Fax and/or Email:	
Date of Service: VARIOUS	Contract Total: VARIOUS
Description of Service: STORMWATER ANNUAL CONTRACT W/RENEWALS	
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:	

PUBLIC ENTITY CRIMES

Any person submitting a bid, proposal 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 proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or proposal 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, proposal 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, PROPOSAL OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, PROPOSAL 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 CN-25-B-052/MG. Contract for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by SDV SERVICES LLC whose business address is ~~1313 S. Washington Ave, Suite C~~ ~~Titusville, FL 32780~~ and (if applicable) its Federal Employer Identification (FEIN) is 27-1289920.

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

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

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

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

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

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

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

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

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

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

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

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

_____
(Signature)

Date: 8/26/2025

SDV SERVICES LLC
1313 S. Washington Ave, Suite C
Titusville, FL 32780

Notary Public Information

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization,

this 26TH (day) day of AUGUST (month), 2025 (year), by FRANKLIN D KELLEY (name of person acknowledging).

NOTARY PUBLIC STATE OF FLORIDA
NICOLLE LOCHARY
MY COMMISSION # HH 316801
EXPIRES: January 25, 2027

(Affix Notary Stamp or Seal)

_____
Notary Public Signature

NICOLLE LOCHARY
Print, Type or Stamp Name of Notary

My commission expires: 1/25/2027

DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, 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. 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 firm complies fully with the above requirements.

Vendor's Signature | MANAGER Title | 8/26/2025 Date

Notary Public Information

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 26 day of Aug, 2025, by Franklin D Kelley, as Manager on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

NICOLLE LOCHARY
MY COMMISSION # HH 316801
EXPIRES: January 25, 2027
(Affix Notary Stamp or Seal)

Notary Public Signature

Print, Type or Stamp Name of Notary
My commission expires:_____

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 SDV SERVICVES LLC (name of bidder or contractor) is 1313 S WASHINGTON AVE STE C TITUSVILLE FL 32780.
2. My relationship to SDV SERVICES LLC (name of bidder or contractor) is MANAGER (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israelicontrolled 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. SDV SERVICES LLC (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. SDV SERVICES LLC (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. SDV SERVICES LLC (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature

FRANKLIN D KELLEY
Printed Name

MANAGER
Title

SDV SERVICES LLC
Name of bidder or contractor

Notary Public Information

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 26TH (day) day of AUGUST (month), 2025 (year), by FRANKLIN D KELLEY (name of person acknowledging).

NICOLLE LOCHARY
MY COMMISSION # HH 316801
EXPIRES: January 25, 2027

(Affix Notary Stamp or Seal)

Notary Public Signature

NICOLLE LOCHARY
Print, Type or Stamp Name of Notary

My commission expires: 1/25/2027

City of Titusville
E-Verify Affidavit

Obligation for State Funded Contracts:
Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http:// www.uscis.govle-verify) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

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

Federal Employer Identification Number (FEIN): 27-1289920

FRANKLIN D KELLEY	MANAGER	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

SDV SERVICES LLC	8/26/2025
Name of Firm	Date

1313 S WASHINGTON AVE STE C	FL	32780
Address of Firm	State	Zip Code

Notary Public Information

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization,

this 26TH (day) day of AUGUST (month), 2025 (year), by FRANKLIN D KELLEY (name of person acknowledging).

NOTARY PUBLIC STATE OF FLORIDA
NICOLLE LOCHARY
MY COMMISSION # HH 316801
EXPIRES: January 25, 2027

(Affix Notary Stamp or Seal)

Notary Public Signature

NICOLLE LOCHARY
Print, Type or Stamp Name of Notary

My commission expires: 1/25/2027

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, SDV SERVICES LLC, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Franklin D Kelley Manager

Name and Title of Contractor's Authorized Official

8/26/2025

Date

SDV SERVICES LLC
1313 S. Washington Ave, Suite C
Titusville, FL 32780

FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF FLORIDA
COUNTY OF BREVARD

I state that I FRANKLIN D KELLEY (Name and Title) of SDV SERVICES LLC (Name of Firm) am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.

2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.

4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. SDV SERVICES LLC (Name of Firm), its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Notary Public Information

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization,

this 26TH (day) day of AUGUST (month), 2025 (year), by FRANKLIN D KELLEY (name of person acknowledging).

NOTARY PUBLIC STATE OF FLORIDA
NICOLLE LOCHARY
MY COMMISSION # HH 316801
EXPIRES: January 25, 2027

(Affix Notary Stamp or Seal)

Notary Public Signature

NICOLLE LOCHARY
Print, Type or Stamp Name of Notary

My commission expires: 1/25/2027

CERTIFICATION OF PROPOSER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective Consultant, or any of their proposed subconsultants, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY PROPOSER

NAME AND ADDRESS OF PROPOSER (Include ZIP Code)

SDV SERVICES LLC

1313 S WASHINGTON AVE STE C TITUSVILLE FL 32780

4. Proposer has participated in a previous contract or subconsultant subject to the Equal Opportunity Clause.
X Yes _____ No

5. Compliance reports were required to be completed in connection with such contract or subcontract.
X Yes _____ No

6. Proposer has filled all compliance reports due under applicable instructions.
X Yes _____ No

7. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? _____ Yes X No

FRANKLIN D KELLEY, MANAGER SDV SERVICES LLC
NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

8/26/2025
DATE

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the contractor is required to verify that none of the contractor's principles (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

2. The contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the City of Titusville. If it is later determined that the contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City of Titusville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Authorized Signature	1313 S WASHINGTON AVE STE C Address
FRANKLIN D KELLEY Printed Name & Title	TITUSVILLE FL 32780 City, State, Zip Code
SDV SERVICES LLC Company	8/26/2025 Date

SDV SERVICES LLC
1313 S. Washington Ave, Suite C
Titusville, FL 32780

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of TITUSVILLE (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of SDV SERVICES LLC, a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity)
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: SDV SERVICES LLC
Authorized Signature: _____
Printed Name: FRANKLIN D KELLEY
Title: MANAGER

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 26TH day of AUGUST, 2025, by FRANKLIN D KELLEY, as MANAGER on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

NOTARY PUBLIC STATE OF FLORIDA
NICOLLE LOCHARY
MY COMMISSION # HH 316801
EXPIRES: January 25, 2027

(Affix Notary Stamp or Seal)

_____
Notary Public Signature

NICOLLE LOCHARY
Print, Type or Stamp Name of Notary

My commission expires: 1/25/2027

CERTIFICATION OF COMPLIANCE WITH U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT – COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CDBG and HUD Supplemental Conditions for Construction Agreements

REQUIRED AGREEMENT CLAUSES

This certification involves an agreement/award which will be funded with funds received by the City of Titusville, Brevard County under CDBG Federal Grant Program.

I certify, as the undersigned prospective construction contractor or subcontractor, that I have read the clauses set forth in

Exhibit A

Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards and 2 CFR Part 1, 84 Buy America Preferences for Infrastructure Projects

Exhibit B

Davis Bacon Wage - General Decision Number: FL 20250240 - Highway

Exhibit C

HUD Federal Labor Stands and Supplementary Conditions and understand and agree to the incorporation of the requirements and clauses into the bid and as Special Provisions in the Agreement documents, in any resulting Award which may be executed between the City/Owner.

Exhibit D

General Contract Conditions for Small Construction/Development Contracts: The Contract clauses included are applicable and must be inserted into small construction/development contracts, greater than $2,000 but not more than $250,000.

I agree that I will obtain identical certifications from prospective subcontractors prior to the award of any lower-tire subcontracts. I agree that I will retain such certifications in my files.

Signature of Authorized Official

FRANKLIN D KELLEY MANAGER

Name and Title of Authorized Official – print/type

SDV SERVICES LLC

Name of Prospective Contractor print/type

1313 S WASHINGTON AVE STE C

TITUSVILLE FL 32780

Address of Prospective Contractor – print/type

321-267-7073

Telephone Number of Prospective Contractor – print/type

8/26/2025

Date

FLORIDA TRENCH SAFETY ACT
CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act., F.S., (Section 553.60 et. seq. Florida statutes), and hereby commits the Bidder to the following in the performance of the work in the event that the subject contract is awarded to and executed by said Bidder.

1. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State Standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or revises said interim standard. This State of Florida standard may by supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

2. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

3. The Contractor shall consider the geotechnical data available from the City, if any, the Contractor's own sources, and all other relevant information in providing the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibility for the selection of the data on which he relies in providing the safety system, as well as for the system itself.

4. The amounts that the Bidder has set forth for pipe installation includes the following excavation / trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit prices shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Contract time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
a. TRENCH	FL	N/A	10.00	N/A
b. SLOPE	FL	N/A	5.00	N/A
c.				
d.				
e.				

For Information Only, Not for Payment Purposes $

Bidder may use additional sheets as necessary to extend this form.
Failure to complete the above may result in the bid being declared non-responsive.

5. The amount disclosed is the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as may otherwise be provided).

RSV 2/23

6. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representative has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

SDV SERVICES LLC
Company

FRANKLIN D KELLEY MANAGER
Name and Title

Address:

1313 S WASHINGTON AVE STE C TITUSVILLE FL 32780

Telephone:(321) 2677073

END OF FLORIDA TRENCH SAFETY ACT STATEMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction Contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis or race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

Signature of Bidder	MANAGER Title
FRANKLIN D KELLEY Printed Name	8/26/2025 Date

Section 3 Business Concern Certification for Contracting

Section 3 business concerns is a business/firm that is:

- Fifty-one percent (51%) or more owned by *Section 3* residents; or
- Employs *Section 3* residents for at least thirty percent (30%) of its full-time, permanent staff; or
- *Provides* evidence of a commitment to subcontract to *Section 3* business concerns, twenty-five percent (25%) or more of the dollar amount of the awarded contract.

Section 3 residents are public housing residents including persons with disabilities and persons who live in the area where a HUD-assisted project is located and who have a household income that falls within HUD's income limits. Low income is defined as 80% or below the area median income of the area. Very low income is defined as 50% or below the median income of the area. See accompanying Table in Exhibit A for income limits set by HUD for the Palm Bay-Titusville-Melbourne Metropolitan Statistical Area (MSA).

Service area is the area where a HUD-assisted project is located. It is a geographical area in which the persons benefiting from the *Section 3* covered projects reside. The service area does not extend beyond the city limits.

APPLICABILITY

Section 3 requirements apply to community development and housing assistance projects which are provided by the City of Titusville Community Development Block Grant (CDBG) funds or any other funds issued by the U. S. Department of Housing & Urban Development. A *Section 3* covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), housing construction, or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc.

Section 3 requires that when employment or contracting opportunities are generated because such projects or activities undertaken by a Subrecipient of covered HUD financial assistance necessitates the employment of additional personnel through individual hiring or awarding contracts, the Subrecipient must give preference to hiring low and very low-income persons and or businesses owned by these persons or that substantially employ these persons within the City of Titusville.

Contractor and subcontractor thresholds:

Section 3 requirements apply to contractors and subcontractors performing work on the *Section 3* covered project(s) for which the total amount of assistance exceeds $200,000; and the contract and subcontract exceeds $100,000.

Subrecipient, contractor and subcontractor

Examples of actions demonstrating a "Good Faith Effort" include:

Target recruitment of *Section 3* residents and business concerns by:

1. Notice of vacant training and employment positions arising out of work to be performed under *Section 3* covered projects with lower income project area residents shall contain the following statement: "In compliance with *Section 3* of the *Housing and Urban Development Act of 1968, as amended*, training and employment opportunities arising out of a project assisted under a program providing direct financial assistance from the U. S. Department of Housing and Urban Development shall be given, to the greatest extent feasible, to lower income residents or businesses owned by low income residents of the City of Titusville. Low-income residents or businesses owned by a low-income resident of the City of Titusville are encouraged to apply".
2. Said notice shall contain the name, mailing address, telephone number, and website of the contracting firm.
3. Said notice may be included in any policy manual, newsletter, website, annual report, and be posted on employee bulletin boards and employment office notice boards accessible to all employees and job applicants at each location where construction work is performed for at least two (2) weeks.
4. Said notice may be provided to contractor's labor organizations or representatives advising of the contractor's commitments under "Section 3 Clause".
5. Said notice may be disseminated to local newspapers, websites, radio advertising, neighborhood publications, minority publications, trade publications and associations.
6. Said notice may also be posted at the job site.
7. Said notice may be directly distributed to an eligible list of Section 3 Business concerns, should a contractor or subcontractor maintain such list.
8. Said notice may be directly distributed to agencies that administer HUD Youthbuild programs.

BIDDER

SECTION 3 PLAN FORMAT

If award is received, _____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Titusville.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area, and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the city the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations, and public or private institutions operating within or serving the project area, such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
4. To insert the Section 3 Contract Provisions clause in all subcontracts over $100,000, to obtain Tables A and B from said subcontractors, and to obtain all documentation for completion of Tables C and D prior to final payment. (Loans, grants, contracts, and subsidies for less than $100,000 will be exempt.)
5. To contact unions, subcontractors, and trade associations to secure their cooperation for this program.
6. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
7. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
8. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
9. To list on Table A, information related to proposed subcontracts to be awarded to Section 3 businesses.
10. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.
11. If successful bidder, to submit prior to final payment Tables C and D to city/county grantees which includes all applicable hires and subcontractors utilized on this project.

Are you claiming qualification for Section 3 Business Concern Preference based on the information listed above and in accordance with Section 3 Business of the Housing and Urban Development Act of 1968 as amended by Housing and Community Development Act of 1992, Final Rule CRF part 75?

- **If yes, Please continue to complete this document in full.**
- **If no,**

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business_____

Address of Business_____

Name of Business Owner_____

Phone Number of Business Owner _____

Email Address of Business Owner_____

Preferred Contact Information

☐ Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

☐Corporation ☐Partnership ☐Sole Proprietorship ☐Joint Venture

Select from *ONE* of the following three options below that applies:

☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons

☐ At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers

Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to City of Titusville may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: 8/26/2025

Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?

☐**YES** ☐**NO**

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

The City of Titusville

Section 3 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

Individual Income Limits for City of Titusville
FY 2024

Income Limits Category	FY 2024 Income Limits
Extremely Low Income Limits (30%)	$19,900
Very Low Income Limits (50%)	$33,100
Low Income Limits (80%)	$52,950

See https://www.huduser.gov/portal/datasets/il.html for most recent income limits.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
    - A resident of public housing; or
    - A resident of other public housing projects or Section 8-assisted housing; or
    - A YouthBuild participant.

TABLE A

BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

Type of Contract (Business or Profession)	Total No.	Estimated Total Dollar Amount	Estimated No. of Contracts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses

SDV SERVICES LLC

Company

COMMUNITY SHADE STOP REBID 2

Project Name

25-B-0052/MG

Project Number

FRANKLIN D KELLEY

Person Completing Form

8/26/2025

Date

TABLE B

BIDDER'S SECTION 3 ESTIMATED NEW HIRES

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. of Positions to be Filled with Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeymen				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeymen				
Helpers				
Apprentices				
Trainees				
Others				

SDV SERVICES LLC

Company

COMMUNITY SHADES STOP REBID 2

Project Name

25-B-052 MG

Project Number

FRANKLIN D KELLEY

Person Completing Form

8/26/2025

Date

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KELLEY, FRANKLIN D II

SDV SERVICES LLC
1313 S WASHINGTON AVE
SUITE C
TITUSVILLE FL 32780

LICENSE NUMBER: CGC038747

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/20/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CITY OF TITUSVILLE

LOCAL BUSINESS TAX RECEIPT FOR FISCAL YEAR: 2024-2025

LICENSE NO: BTR25-002789

ISSUED: 09/03/2024

EXPIRES: 09/30/2025

KEEP CONSPICUOUSLY POSTED AT THE PLACE OF BUSINESS SHOWN

INDIVIDUAL/BUSINESS NAME AND ADDRESS
SDV SERVICES LLC
1313 S WASHINGTON AVE SUITE C
TITUSVILLE, FL 32780

OWNER NAME AND ADDRESS
FRANKLIN D KELLEY II
1313 WASHINGTON AVENUE SUITE C
TITUSVILLE, FL 32780

THE PERSON OR FIRM NAMED ABOVE IS HEREBY REGISTERED TO ENGAGE IN THE BUSINESS, PROFESSION OR TRADE LISTED BELOW IN THE CITY OF TITUSVILLE, FLORIDA.

BUSINESS CLASSIFICATION: Building Contractor I
State License #: CGC038747
State Agency: FL Dept of Business & Professional Regulation
State License Expiration Date: 8/31/2026

FEE DESCRIPTION(S)	AMOUNT PAID
Building Contractor I	$245.70
TOTAL:	$245.70

AUTHORIZING REPRESENTATIVE: L. Roberts

THIS RECEIPT BECOMES OFFICIAL ONLY WHEN SIGNED BY AN AUTHORIZING REPRESENTATIVE OF THE CITY OF TITUSVILLE.

PLEASE NOTIFY DEVELOPMENT SERVICES IF YOU GO OUT OF BUSINESS.

2024 - 2025

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
885061021

THE PERSON(S), OR ENTITY BELOW:
SDV SERVICES LLC
1313 S WASHINGTON AV #C
TITUSVILLE, FL 32780

BUSINESS PERIOD: October 01, 2024 - September 30, 2025

EXPIRES: SEPTEMBER 30, 2025

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS.
BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS.
A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

DBA

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321)264-6969 or (321)633-2199

UPON A CHANGE OF OWNERSHIP OR LOCATION,
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS.

LOCATION:
1313 S WASHINGTON AV #C
TITUSVILLE, FL 32780

OWNED BY:
SDV SERVICES LLC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

820005	RECEIPT AMT
590501	HAZ WASTE GEN. SURCHARGE
300305	GENERAL CONTR.[CERTIFIED]
600	CITY RESTRICTIONS APPLY

Receipt Fee	37.00
Hazardous Waste Fee	50.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 721-24-00000694 08/01/2024 87.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Live Work Units in the Office Professional (OP) zoning district**

Department/Office: Community Development

Recommended Action:

Approve advisability directing the staff to draft an ordinance permitting Live/Work units in the Office Professional (OP) zoning district.

Summary Explanation & Background:

Live/Work Units are defined in the Land Development Regulations as buildings or spaces within buildings that are used jointly for commercial and residential purposes where the residential use of the space is secondary or accessory to the primary use as a place of work [Sec. 28-73(b)]. Live/Work Units are only permitted in the Downtown Mixed Use (DMU) zoning district. The Office Professional (OP) zoning district permits an office use or a detached single-family home. The OP zoning district does not permit a mixture of office and residential uses in the same structure. Several properties with the OP zoning are also designated with the Downtown Mixed Use comprehensive plan future land use category, which encourages a mixture of uses. The staff recommends permitting Live/Work Units in the OP zoning district in areas where a mixture of uses are encouraged.

Alternatives:

Do not approve the advisability.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
None

Item:

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From:

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

Department/Office: City Clerk

Recommended Action:

Summary Explanation & Background:

Alternatives:

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: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Small Scale Amendment (SSA) Application No.2-2024 - State Road 405 & Singleton Avenue - PD SOUTH**

Department/Office: Planning

Recommended Action:
This item will not be heard. The item will be re-advertised and rescheduled to a future meeting.

Summary Explanation & Background:

Alternatives:

Item Budgeted:
NA

Source/Use of Funds/Budget Book Page:
NA

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. Email Request
2. Legal Ad

Anderson, Christie

From: Colby, Alyssa <Alyssa.Colby@kimley-horn.com>
Sent: Friday, September 12, 2025 9:44 AM
To: Anderson, Christie; Causby, Kiel
Cc: Richard Rosello; Anna Long; Laura Minton Young; Taylor, James; Teuffer, Karin
Subject: RE: SR405 & Singleton South - 2nd Community Engagement Report

Hi Christie,

Kiel is out of office today. The applicant wishes to reschedule the item to the 10/22 P&Z Meeting. Kiel will be the authorized agent and is working with the applicant on the revised application forms for submittal to staff next week and can coordinate with you at that time on readvertising efforts as well.

Let us know if you need anything additional at this time. We appreciate your assistance working through this with us.

Thanks,

Alyssa Colby, P.E. (FL)
Kimley-Horn | 7341 Office Park Place, Suite 102, Melbourne, FL 32940
Direct: 321.335.6692 | Mobile: 813.777.9116
Connect with us: Twitter | LinkedIn | Facebook | Instagram | Kimley-Horn.com

Celebrating 18 years as one of FORTUNE's 100 Best Companies to Work

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From: Anderson, Christie <Christie.Anderson@Titusville.com>
Sent: Friday, September 12, 2025 8:30 AM
To: Causby, Kiel <Kiel.Causby@kimley-horn.com>; Colby, Alyssa <Alyssa.Colby@kimley-horn.com>
Cc: Richard Rosello <rich@rmrdevelopmentgroup.com>; Anna Long <along@deanmead.com>; Laura Minton Young <lyoung@deanmead.com>; Taylor, James <James.Taylor@kimley-horn.com>; Teuffer, Karin <Karin.Teuffer@kimley-horn.com>
Subject: RE: SR405 & Singleton South - 2nd Community Engagement Report

Hello Alyssa,

I am just following up on my previous email. The agenda packets must be finalized and published by noon today. If we do not receive a response from you prior to then the application will move forward under the current schedule with you remaining as the assigned agent.

Christie Anderson, AICP
Senior Planner | City of Titusville
555 S. Washington Avenue
Titusville, FL 32781-2806
(321) 567-3777

Please Note: *Florida has a very broad public records law. Most written communications to or from City employees regarding City business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.*

09/11/2025
PI

Ad#11644011 09/11/2025

CITY OF TITUSVILLE
NOTICE OF PUBLIC HEARINGS AND NOTICE OF PROPOSED ENACTMENT OF TITUSVILLE CITY ORDINANCES

PLEASE TAKE NOTICE that the City Council of the City of Titusville will hold public hearings on **Tuesday, October 14, 2025,** at a meeting commencing at **6:30 p.m.**, in the Council Chamber on the second floor of City Hall, 555 South Washington Avenue, Titusville, Florida 32796, to hear interested persons with regard to **Small Scale Amendment Application No. 2-2024** – proposes amending the future land use designation from Low Density Residential to Conservation on 11.25+/- acres of property and from Conservation to Low Density Residential on 0.44+/- acres of property, and amending the zoning from the General Use (GU) zoning district to the Planned Development (PD) zoning district on 27.99+/- acres of property, and the Open Space Recreational (OR) zoning district to the Planned Development (PD) zoning district on 0.44+/- acres of property, located at the southeast corner of the intersection of South Singleton Avenue and S.R. 405/South Street Titusville, Florida (Brevard County Parcel I.D. Nos. 22-35-08-00-1; 22-35-05-00-752, 22-35-05-00-758; 22-35-05-00-759 and 22-35-05-00-760), as submitted by Kimley-Horn & Associates, Inc. on behalf of Singleton Avenue 44 Acre Trust, LLC. At the same meeting, the City Council proposes to enact the following ordinances for adoption:

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING ORDINANCE NO. 60-1988, WHICH ADOPTED THE COMPREHENSIVE PLAN OF THE CITY OF TITUSVILLE, BY AMENDING THE FUTURE LAND USE DESIGNATION ON LAND LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH SINGLETON AVENUE AND S.R. 405/SOUTH STREET FROM LOW DENSITY RESIDENTIAL TO CONSERVATION ON 11.25+/- ACRES OF PROPERTY; AND FROM CONSERVATION TO LOW DENSITY RESIDENTIAL ON 0.44+/- ACRES OF PROPERTY HAVING PARCEL ID NOS. 22-35-08-00-1; 22-35-05-00-752; 22-35-05-00-758; 22-35-05-00-759 and 22-35-05-00-760; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE AMENDING ORDINANCE NO. 5-1993 OF THE CITY OF TITUSVILLE, FLORIDA, BY AMENDING THE ZONING MAP MADE A PART OF SAID ORDINANCE BY REFERENCE BY CHANGING THE ZONING CLASSIFICATION ON LAND LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH SINGLETON AVENUE AND S.R. 405/SOUTH STREET FROM THE GENERAL USE (GU) ZONING DISTRICT TO THE PLANNED DEVELOPMENT (PD) ZONING DISTRICT ON 27.99+/- ACRES OF PROPERTY; AND FROM THE OPEN SPACE RECREATIONAL (OR) ZONING DISTRICT TO THE PLANNED DEVELOPMENT (PD) ZONING DISTRICT ON 0.44+/- ACRES OF PROPERTY HAVING PARCEL ID NOS. 22-35-08-00-1; 22-35-05-00-752; 22-35-05-00-758; 22-35-05-00-759 and 22-35-05-00-760; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

PLEASE ALSO TAKE NOTICE that on **Wednesday, September 17, 2025,** at a meeting commencing at 6:00 p.m., the Planning and Zoning Commission, acting as the Local Planning Agency, will hold public hearings to hear interested persons with regard to these matters and the proposed aforementioned application and ordinances for recommendation to the City Council. These meetings and the public hearings will be held in the Council Chamber, on the second floor of City Hall, 555 S. Washington Avenue, Titusville, FL 32796.

The proposed applications and ordinances may be inspected by the public in the City of Titusville Planning Department during normal business hours, Monday through Friday (excluding holidays and weekends). All interested parties are hereby advised that they may appear at said meetings and public hearings and be heard with respect to the proposed application and ordinances.

These matters are subject to the quasi-judicial rules of procedure Interested parties should limit contact with the Planning and Zoning Commission, acting as Local Planning Agency, and the City Council on this topic to properly noticed public hearings or to written communications to the City Clerk's Office.

Any person who decides to appeal any decision of the City Council or the Planning and Zoning Commission, acting as Local Planning Agency, with respect to any matter being considered at these meetings will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

Wanda F. Wells, MMC, City Clerk,
City of Titusville
555 South Washington Avenue,
Post Office Box 2806,
Titusville, Florida 32781-2806
Phone 321-567-3686 and
Fax 321-383-5704

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CITY OF TITUSVILLE
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AND NOTICE OF PROPOSED ENACTMENT OF TITUSVILLE
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Fax 321-383-5704

City of Titusville

"Gateway to Nature and Space"

REPORT

To:	Members of the City Council
From:	Thomas Abbate, City Manager
Subject:	**Right of Way Vacate (ROW) Application No. 2-2025 - Orange Street**
Department/Office:	Planning

Recommended Action:

Conduct the public hearing and **deny** Resolution No. 18-2025 vacating, abandoning, and discontinuing certain public streets for a portion of the Orange Street public right of way. (This item was tabled at the regular City Council meeting on September 23, 2025.)

On September 17, 2025, the Planning and Zoning Commission recommended denial based on its inconsistency with the comprehensive plan criteria spelled out in the Transportation Element Policy 1.6.2. The motion for denial was approved, 7-0.

Summary Explanation & Background:

An application was submitted by Bruce A. Moia, P.E. MBV Engineering, Inc., requesting the vacation of a portion of the Orange Street public right of way described in Exhibit "A".

Supplemental background information expanding on the history outlined in the staff report:

- In 1974, the Titusville City Council vacated Orange Street fronting Lots 1 through 5 of Block 34 between South Deleon Avenue and South Brown Avenue under Resolution No. 56-1974 with the condition that if either side of the vacated portion of Orange Street were to be sold, the right of way would revert back to the City of Titusville. Resolution No. 56-1974 and the executed Reverter Agreement have been attached. The previously vacated right of way was reverted back to the City of Titusville under the provisions of the Reverter Agreement and the foreclosure and or sales of certain properties along the north and south side of the vacated right of way. A 1974 Staff Memo, Resolution 56-1974 and the associated Reverter Agreement has been attached.
- In 1988, the property owner made a request to re-vacate the portion of Orange Street fronting Lots 1-2. This request was approved by the Titusville City Council

under Resolution 53-1988.

- In 1993, a boundary line agreement was requested by the property owner fronting lots 3 through 5, due to an apparent “hiatus” between the south property line and the north right of way line of Orange Street. This “hiatus” was potentially due to the previous vacation and subsequent reversion of the Orange Street right of way.
- Attempts were made in the early 1990s to reopen the right-of-way to the public. However, due to the right-of-way vacation approved under Resolution 53-1988, these attempts were unsuccessful.

Alternatives:

Recommend approval of the request.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Staff Report
2. Resolution
3. Application
4. Utility Provider Letters
5. Maps
6. Survey
7. Sketch and Legal
8. Proposed Replacement Easement
9. ROW 2-2025 Legal Ad
10. Email Correspondence 9-26-25
11. Updated Survey
12. Email Correspondence 9-19-25
13. Boundary Agmt ORB 3310 PG 1997
14. 1974 ROW Vacate - Staff Memo
15. Resolution #56-1974
16. 1974 Reverter Agreement
17. Legal Ad

City of Titusville
Planning Division Staff Report

RIGHT-OF-WAY VACATION (ROW) No. 2-2025

Meeting Dates:	Planning and Zoning Commission: September 17, 2025
	Council Public Hearing: September 23, 2025
Prepared By:	Christie Anderson, AICP, Senior Planner
Applicant(s):	Bruce A. Moia, P.E. MBV Engineering, Inc., Applicant
Staff Recommendation:	Denial

Background
The applicant is requesting to vacate a portion of the public right-of-way (ROW) located on Orange Street. The public right-of-way is located between South Brown Street and South Deleon Avenue and is east of the Florida Coast to Coast Trail. The proposed right-of-way vacation contains 12,610+/- square feet, measuring approximately 50-feet wide and 252.20-feet in length.

A portion of the Orange Street right-of-way which included the area associated with this proposed request was vacated (approximately 50-feet wide and 250-feet in length) in 1974 under Resolution 56-1974. Resolution 56-1974 was approved with the condition that if either side of the vacated Orange Street were to be sold the right-of-way would revert back to the City. The resolution also required that a utility and drainage easement be reserved over the vacated area. Records indicate that the previously vacated right-of-way was reverted back to the City.

Subsequently, the Orange Street right-of way fronting Lots 1 and 2 (100') was re-vacated in 1988 under Resolution 53-1988 with the provision that a drainage and utility easement be reserved over the entirely of the vacated right-of-way. Attempts were made in the early 1990's to reopen the right-of way to the public; however, due to the right-of-way vacation approved under Resolution 53-1988 these attempts were unsuccessful.

Analysis
Local jurisdictions have the ability to consider requests to vacate public rights-of-way when necessary. On October 24, 2014, the City adopted Ordinance 49-2014 to include review criteria with every vacate request. The ordinance was adopted in response to concerns about the long term ramifications of losing pedestrian and vehicular connections between streets. Vacating rights-of-way should be carefully evaluated. A vacated right-of-way cannot be reversed, and its loss is immediate and forever. The City should only approve vacations if they do not result in negative impacts on the current or future needs of the City's vehicle, bicycle, or pedestrian circulation systems, or access to private property. If the negative impacts can be appropriately mitigated, the City may choose to vacate the street.

Section 17-33(b) of the Code of Ordinances lists the criteria under which the Planning and Zoning Commission and the City Council review applications as they relate to right-of-way vacations.

The following provides review criteria and staff's findings.

Consistency with the Comprehensive Plan.

Staff Comment: *The proposed vacation is inconsistent with the comprehensive plan and more specifically with the following policy:*

> *Transportation Element [TE] Policy 1.6.2: "The City may vacate street right-of-way only if it does not prevent reasonable connection for existing and future public transit, pedestrian, and non-motorized and motorized vehicle trips."*

The existing right-of-way currently provides a means for pedestrian and vehicle transportation. There is an existing sidewalk network which provides direct access to the Florida Coast to Coast Trail ramp. The property to the south of the right-of-way has driveways accessing onto the public roadway which must be maintained.

(1) Benefit of the public, future needs, and environmental impacts.

Staff Comment: *There is a public purpose for vehicular and pedestrian access. There are several utility facilities owned and maintained by Florida City Gas, AT&T-Southeast, and the City of Titusville. No environmentally sensitive lands are known to exist within or near the subject area.*

(2) Access to publicly accessible waters.

Staff Comment: *The right-of-way does not provide access to a publicly accessible body of water.*

(3) Impacts to utilities, access, and adjacent properties.

An application requires the submittal of a letter from each utility agency with a potential interest in the right-of-way. The Applicant received letters from the following agencies:

a. FLORIDA CITY GAS: Easement requested [Letter dated May 16, 2025].

b. FLORIDA POWER AND LIGHT: No objection [Letter dated April 3, 2024].

c. AT&T SOUTHEAST: Easement requested [Letter dated February 18, 2024].

d. SPECTRUM: No objection [Letter dated December 5, 2024].

e. CITY OF TITUSVILLE PUBLIC WORKS - UTILITIES ONLY: Easement requested [Letter dated June 17, 2025.]

f. CITY OF TITUSVILLE PUBLIC WORKS - PUBLIC ACCESS: There is an **objection** to the request. [Letter dated June 17, 2025.]

(4) Adverse impacts to historic areas.

Staff Comment: *This request will not negatively impact any historically designated areas.*

Staff Recommendation:

Based on the above findings, staff recommends **denial** of the request to vacate a portion of Orange Street.

RESOLUTION NO. XX-2025

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 Bruce A. Moia, P.E. MBV Engineering, Inc., applicant on behalf of Michael and Rosa Graue, 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 26th day of August 2025; and

WHEREAS, notice of the public hearing was duly published in Florida Today on September 4, 2025, 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 CITYOF 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:

1. All required easements are provided as required by the City of Titusville, AT&T- Southeast, and Florida City Gas facilities in the area to be vacated in a form acceptable to each entity.

2. In the event that compliance with the conditions set forth herein is not achieved within one hundred eighty (180) days of the date of approval of this vacation, this resolution shall become null and void.

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

PASSED AND ADOPTED, this 23rd day of September 2025.

ATTEST:

_____
Andrew Connors, Mayor

_____
Wanda F. Wells, City Clerk

EXHIBIT A

LEGAL DESCRIPTION:

THAT PORTION OF ORANGE STREET RIGHT OF WAY WEST OF DELEON AVENUE AND SOUTH OF LOTS 3 THROUGH 7, BLOCK 34, PARK ADDITION IN SECTION 4, TOWNSHIP 22 SOUTH, RANGE 35 EAST.

Titusville
Gateway to Nature & Space

APPLICATION FOR RIGHT-OF-WAY (ROW) / EASEMENT VACATION

Please submit electronically a completed application including required submittals to the Planning Department for payment and meeting scheduling. Chapter 17, Article II, Section 17-33 of the Titusville Code of Ordinances contains the instructions for filing and the required exhibits. INCOMPLETE APPLICATIONS SHALL NOT BE ACCEPTED.

1. Project Information	Property Address/Location Description 8 S. De Leon Ave, 1018 and 1020 Orange Street, Titusville, FL 32796			
2. Type of Request	Right-of-Way (ROW) **ROW Vacate**	Easement (EAS) **Proposed Replacement Easement attached.**		
2. Applicant/ Owner	Name of Applicant/Contact Bruce A. Moia, P.E. MBV Engineering,Inc.	Name of Owner Michael and Rosa Graue		
	Street Address 1250 W. Eau Gallie Blvd. Ste H	Street Address 2862 Chapelwood Court		
	City State Zip Melbourne, FL 32935	City State Zip Oviedo, FL 32796		
	Telephone # 321-253-1510 Fax # 321-253-0911	Telephone # 407-506-7461 Fax #		
	E-Mail Address brucem@mbveng.com	E-Mail Address michaeljgraue@gmail.com		
3. Applicant Status	☐ Owner ☐ Tenant ☒ Agent ☐ Other			
4. Parcel ID	22-35-04-AU-34-6	**Tax Acct.**	2201153	
5. Site Size (Attach Legal Description)	Acres: .23	Square Feet:		
6. Legal Description of ROW to be vacated	A verified legal description is required before hearings can be scheduled. See attached sketch and description			
7. Note any previous vacations	Portion of Orange Street alone property ID 22001152 previously vacated			
15. Check other applications submitted	Conditional Use ☐	Vacation of Easement ☐	Master Plan Approval ☐	Rezoning ☐
	Vacation of Right of Way ☐	Site Plan ☐	Subdivision/ Plat ☐	Other: Variance
16. Narrative	Please provide a brief description of the request and the proposed project: (Attach separate narrative page if necessary) ROW Vacate for remaining portion of ROW within Orange Street for construction of commercial building.			

- **All applications shall require Community Development Staff review prior to submittal.**
- All applications shall be submitted to the Planning Department electronically and officially logged in by **end of business day**.
- Incomplete applications and applications without appropriate backup information/justification will not be accepted and will not be considered to be officially submitted until the appropriate information and fees are submitted. Meeting dates for incomplete applications will not be set until all required information and fees are submitted.
- Petitions requiring review from other boards or commissions prior to being forwarded to the Planning and Zoning Commission (P&Z)/City Council are not guaranteed placement on the originally scheduled date(s).
- All meeting agendas will be posted on the City's web site and staff reports for the request can be obtained by contacting the Planning Department at 321-567-3782.

ACKNOWLEDGEMENT

1. I am the owner and/or legal representative of the owner of the property described, which is the subject of this application.
2. All answers to the questions in said application and all surveys and/or site plans and data attached to and made a part of this application are honest and true to the best of my knowledge and belief. By my signature below, I acknowledge that I have complied with all submittal requirements and that this request package is complete. I further understand that an incomplete application submittal may cause my application to be deferred.
3. Should this application be granted, I understand that any condition(s) imposed upon the granting of this request shall be binding to the owner, his heirs, and successors in title to possession of the subject property.
4. I understand that I must attend all applicable meetings and have been informed of the meeting date(s) and time(s). I understand that if I fail to appear at an applicable meeting, the appropriate Board or Commission may either table or deny the request.
5. I understand that my request if approved does not encumber provision of utility, road or other City infrastructure capacity. The analysis provided by staff of existing levels of service for public facilities and services in the vicinity of the parcel identified in this application is a non-binding analysis, and does not guarantee capacity will be available in the future or encumber/reserve capacity for any period of time.

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council, Board of Adjustment & Appeals, and Planning & Zoning Commission on this topic to properly noticed public hearings or to written communication to the City Clerk's Office, City of Titusville, P.O. Box 2806, Titusville, FL 32781

/s/_____ 05-19-2025

(Signature) Bruce A. Moia, P.E., as authorized representative (Date)

* *By entering your name in the "Signature" box above, you are signing this Application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Application. By entering your name in the "Signature" box above, you consent to be legally bound by this Application's terms and conditions.*

DATE RECEIVED:_____

ACCEPTED BY:_____

Gateway to Nature & Space

SUBMITTAL CHECKLIST

(Development Review Procedures Manual Section 4)

Please fill out the following and submit the documents to the Planning Department electronically. Payment of fees does not ensure a favorable decision. Additional information may include documents initially waived at the pre-application meeting but subsequently determined necessary by staff.

1.	Complete Application and Fees		☒
2.	Warranty Deed		☒
3.	Notarized Owner Authorization Form (If applicable)		☒
4.	Legal Description (from a certified survey) in Microsoft Word format.		☒
5.	Certified Survey (sealed and containing permanent reference points as described by Chapter 177, Florida Statutes, with bearings, distances and closures) in electronic PDF format.		☒
6.	Utility Provider Letters:		☐
	AT&T		☒
	Florida Power & Light		☒
	NUI/City Gas Company of Florida		☒
	Spectrum	Request Letters sent via email to City Water and Public Works.	☒
	City of Titusville Water Resources Department		☐
	City of Titusville Public Works Department		☐
7.	Pre-Application Meeting Date: Staff in Attendance:	No pre-app needed, approved for submittal via email with Eddie Galindo.	☐

UTILITY PROVIDER	TELEPHONE NUMBER
AT&T Southeast. Jason Kaufman 712 Florida Avenue Cocoa, Florida 32922	386-795-1703 321-636-0233 FAX JK0276@att.com
Florida Power and Light Company Joel Beltran 9001 Ellis Road West Melbourne, FL 32904	321-455-6111 321-723-7795 Joel.Beltran@fpl.com Now Xavier Micah micah.xavier@fpl.com
Florida City Gas Brad Termini 4180 South US 1 Rockledge, Florida 32955-5309	321-213-8254 Michael.Termini@NextEraEnergy.com
Spectrum Mark Richardson Eric Anderson 720 Magnolia Avenue Melbourne, Florida 32935	321-757-6457 – Mark Richardson 321-757-6452 – Eric Anderson Mark.Richardson@charter.com Eric.Anderson@charter.com
City of Titusville Water Resources Ashleigh Smith City of Titusville P.O. Box 2806 Attn: Water Resources Department Titusville, Florida 32781-2806	321-567-3859 321-383-5653 FAX Ashleigh.Smith@Titusville.com
City of Titusville Public Works Department Kevin Cook 445 South Washington Avenue P.O. Box 2806 Titusville, Florida 32781-2806	321-567-3845 321-383-5705 FAX Kevin.Cook@Titusville.com

Jason Kaufman – AT&T Southeast
Orange Street Vacate
Engineer's Project Number 24-1069

DATE: FEB. 18, 2024

Re: Utility interest in vacation of Right-of-Way

I, Jason Kaufman, as the representative of AT & T, certify that I have examined the proposed sketch and description for the site legally described as; "That portion of Orange Street Right-of-Way West of Deleon avenue and South of Lots 3 through 7, Block 34, Park addition in Section 4, Township 22 South, Range 35 West" for any conflicts with existing utilities and

___ I DO object to vacating the easement.

✓ I DO NOT object to vacating the easement with the condition that a public utility esement be put in place of the vacated ROW.

Signature

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me this 18th of February 2025 by Jason Kauffman, who is personally known by me or who has produced FL-DL as identification, and who did /did not take an oath.

(SEAL)

BARBARA PALMER
Notary Public, State Of Florida
Commission No. HH 393511
My Commission Expires: 5/2/2027

Notary Public

HH 393511
Serial No.

My commission expires: 5/2/27

Brad Temini
Orange Street Vacate
Engineer's Project Number 24-1069

DATE: May 16, 2025

Re: Utility interest in vacation of Right-of-Way

I, Michael "Brad" Termini, as the representative of Florida City Gas, certify that I have examined the proposed sketch and description for the site legally described as; "That portion of Orange Street Right-of-Way West of Deleon avenue and South of Lots 3 through 7, Block 34, Park addition in Section 4, Township 22 South, Range 35 West" for any conflicts with existing utilities and

____I DO object to vacating the easement.

X I DO NOT object to vacating the easement with the condition that a public utility easement be put in place of the vacated ROW.

Michael Brad Termini
Signature

STATE OF: Florida

COUNTY OF: Brevard

The foregoing instrument was acknowledged before me this MAY 16th, 2025 by Michael Brad Termini, who is personally known by me or who has produced _____ as identification, and who did /did not take an oath.

(SEAL)

Michael C Angel. Notary Public

Notary Public State of Florida
Michael C. Angeli
My Commission HH 636083
Expires 2/3/2029

636083
Serial No.

My commission expires: 02/03/2029

Progress | RightSignature

SIGNATURE CERTIFICATE

REFERENCE NUMBER
2E9BCFEF-DD03-4875-9A29-62AB34EC7305

TRANSACTION DETAILS

Reference Number
2E9BCFEF-DD03-4875-9A29-62AB34EC7305

Transaction Type
Signature Request

Sent At
05/16/2025 13:53 EDT

Executed At
05/16/2025 13:54 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
f130db69ec8d17741d1cccff009a73f9feb702092131e508d99e2fd5961da88c

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Revised City Gas 03-05-2025 1

Filename
Revised_City_Gas_03-05-2025_1_.pdf

Pages
2 pages

Content Type
application/pdf

File Size
170 KB

Original Checksum
65229d9b51435d762c2dbe581a1f5612473e1920f88714b13f71db36e6418362

SIGNERS

SIGNER

Name
Brad Termini

Email
mtermini@chpk.com

Components
1

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
2bed5be3ba26eaca86cd85287962f0a6bc94dee77625f362ddec24f1dbfca5a6

IP Address
168.149.137.11

Device
Microsoft Edge via Windows

Typed Signature
Michael Brad Termini

Signature Reference ID
EEB0B192

EVENTS

Viewed At
05/16/2025 13:53 EDT

Identity Authenticated At
05/16/2025 13:54 EDT

Signed At
05/16/2025 13:54 EDT

AUDITS

TIMESTAMP	AUDIT
05/16/2025 13:53 EDT	Leanna LeBron (llebron@chpk.com) created document 'Revised_City_Gas_03-05-2025_1_.pdf' on Microsoft Edge via Windows from 168.149.146.236.
05/16/2025 13:53 EDT	Brad Termini (mtermini@chpk.com) was emailed a link to sign.
05/16/2025 13:53 EDT	Brad Termini (mtermini@chpk.com) viewed the document on Microsoft Edge via Windows from 168.149.137.11.
05/16/2025 13:53 EDT	Brad Termini (mtermini@chpk.com) viewed the document on Microsoft Edge via Windows from 3.220.188.209.
05/16/2025 13:54 EDT	Brad Termini (mtermini@chpk.com) authenticated via email on Microsoft Edge via Windows from 168.149.137.11.
05/16/2025 13:54 EDT	Brad Termini (mtermini@chpk.com) signed the document on Microsoft Edge via Windows from 168.149.137.11.

Florida Power & Light Company
9001 Ellis Rd.
West Melbourne, Fl. 32904

April 3, 2024

City of Titusville
1020 Orange St
Titusville, FL 32137

RE: Vacate an easement at 1020 ORANGE STREET TITUSVILLE, FL 32137

Dear City of Titusville

Subject: Vacate the ROW located on ORANGE STREET RIGHT OF WAY WEST OF DELEON AVENUE AND SOUTH OF LOTS 34 THROUGH 7, BLOCK 34 an was submitted to Florida Power and Light Company for review.

Portion to be vacated described as:
THE PORTION OF ORANGE STREET RIGHT OF WAY WEST OF DELEON AVENUE AND SOUTH OF LOTS 3 THROUGH 7, BLOCK 34, PARK ADDITION IN SECTION 4, TOWNSHIP 22 SOUTH, RANGE 35 EAST.

NOTE - Florida Power and Light Company has no objection to the above referenced vacate.
Please contact Micah Xavier – micah.xavier@fpl.com – 321-455-6111, for any questions.

Sincerely,
micah xavier
Micah Xavier
Engineer II

Mark Richardson, or Eric Anderson
Orange Street Vacate
Engineer's Project Number 24-1069

DATE: 12/5/2024

Re: Utility interest in vacation of Right-of-Way

I, Mark Richardson, as the representative of Spectrum, certify that I have examined the proposed sketch and description for the site legally described as; "That portion of Orange Street Right-of-Way West of Deleon avenue and South of Lots 3 through 7, Block 34, Park addition in Section 4, Township 22 South, Range 35 West" for any conflicts with existing utilities and

____ I DO object to vacating the easement.

X I DO NOT object to vacating the easement.

Mark Richardson
Signature

STATE OF: FLORIDA

COUNTY OF: BREVARD

The foregoing instrument was acknowledged before me this 11 DECEMBER, 2024 by MARK RICHARDSON, who is personally known by me or who has produced _____ as identification, and who did /did not take an oath.

(SEAL)

Diane Niehaus
Notary Public
State of Florida
Comm# HH144551
Expires 9/10/2025

Notary Public

Serial No.

My commission expires: 9/10/2025

City of Titusville

"Gateway to Nature and Space"

PUBLIC WORKS DEPARTMENT
2910 GARDEN STREET
TITUSVILLE, FLORIDA 32796

ENGINEERING
(321)-567-3859

www.titusville.com

June 17, 2025

Wanda Kessler
MBV Engineering, Inc
1250 W. Eau Gallie Blvd
Suite H
Melbourne, FL 32935
wandak@mbveng.com

RE: ROW Vacation Request- Orange St vacation along Parcel 22-35-04-AU-34-3 and Parcel 22-35-04-AU-34-6- UTILITIES ONLY- Revised Letter

Dear Ms. Kessler,

The Public Works Department has reviewed the information you have provided in respect to public utility infrastructure such as water, sewer and stormwater. There is no objection to your request with the proposed included easement. The Public Works Department does contain various utilities in the right-of-way along the described area and requires an easement over the utilities for maintenance, access, and ingress/egress. Future development of the property could result in the developer being responsible for relocation of the utilities.

This response does not represent the collective interest of the City.

Please let me know if you have any questions or need any additional information.

Sincerely,

Ashleigh Smith, PE
City Engineer

C: Kevin Cook, Public Works Director
Brad Parrish, Community Developer Director

City of Titusville
"Gateway to Nature and Space"

PUBLIC WORKS DEPARTMENT
2910 GARDEN STREET
TITUSVILLE, FLORIDA 32796

ENGINEERING
(321)-567-3859

www.titusville.com

June 17, 2025

Wanda Kessler
MBV Engineering, Inc
1250 W. Eau Gallie Blvd
Suite H
Melbourne, FL 32935
wandak@mbveng.com

RE: ROW Vacation Request- Orange St vacation along Parcel 22-35-04-AU-34-3 and Parcel 22-35-04-AU-34-6- ROADWAY

Dear Ms. Kessler,

The Public Works Department has reviewed the information you have provided in respect to public access including the roadway and sidewalks in the area. There is objection to your request. The property to the south of the right-of-way has driveways to the public roadway which must be maintained. In addition, access via the roadway and to existing sidewalks must remain in place.

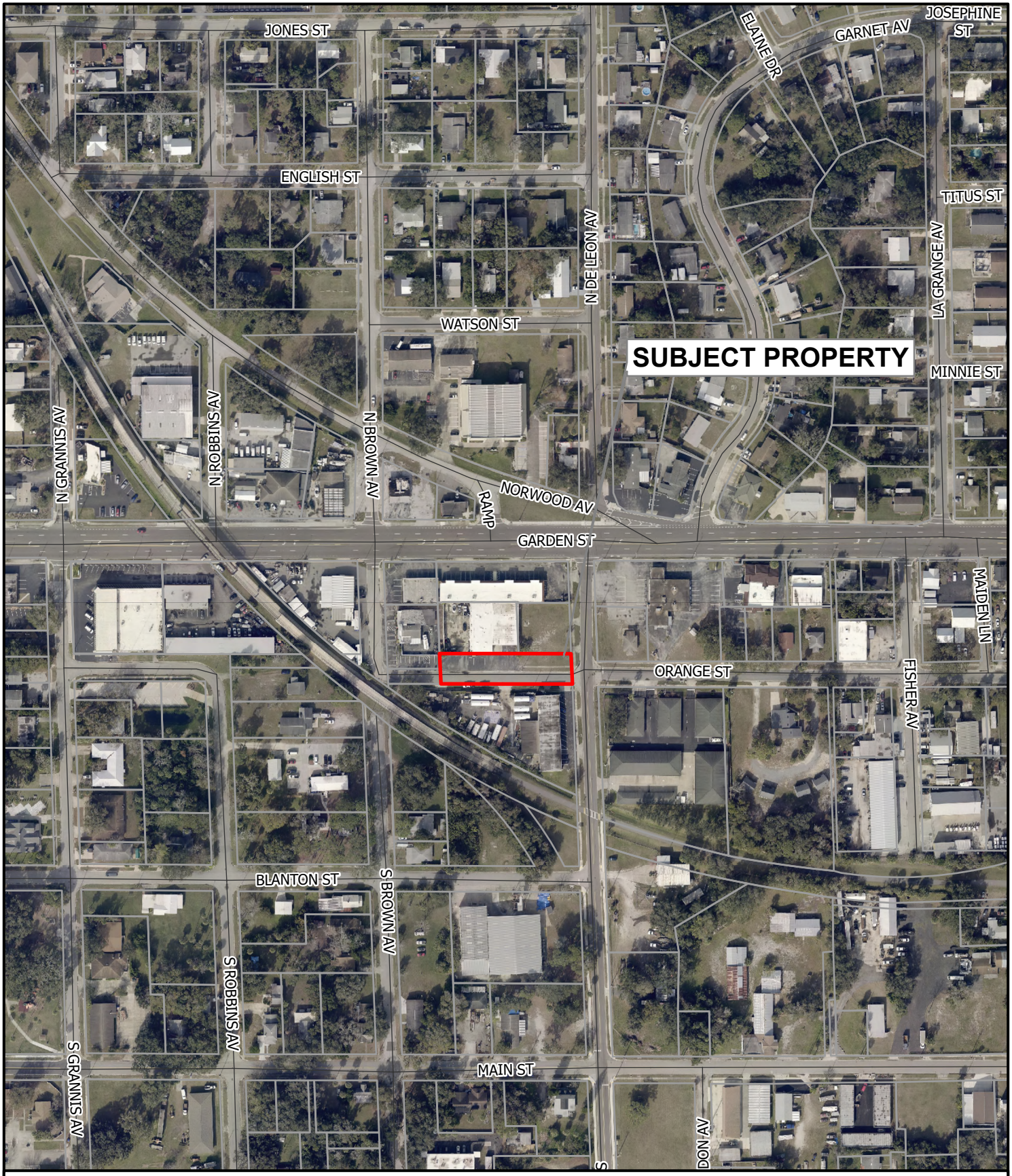
This response does not represent the collective interest of the City.

Please let me know if you have any questions or need any additional information.

Sincerely,

Ashleigh Smith, PE
City Engineer

C: Kevin Cook, Public Works Director
Brad Parrish, Community Developer Director



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Aerial 2024

ROW #2-2025

0 250 500 1,000 Feet

Community Development Department

Aerial photography provided by the Brevard County Property Appraiser's Office

6/12/2025

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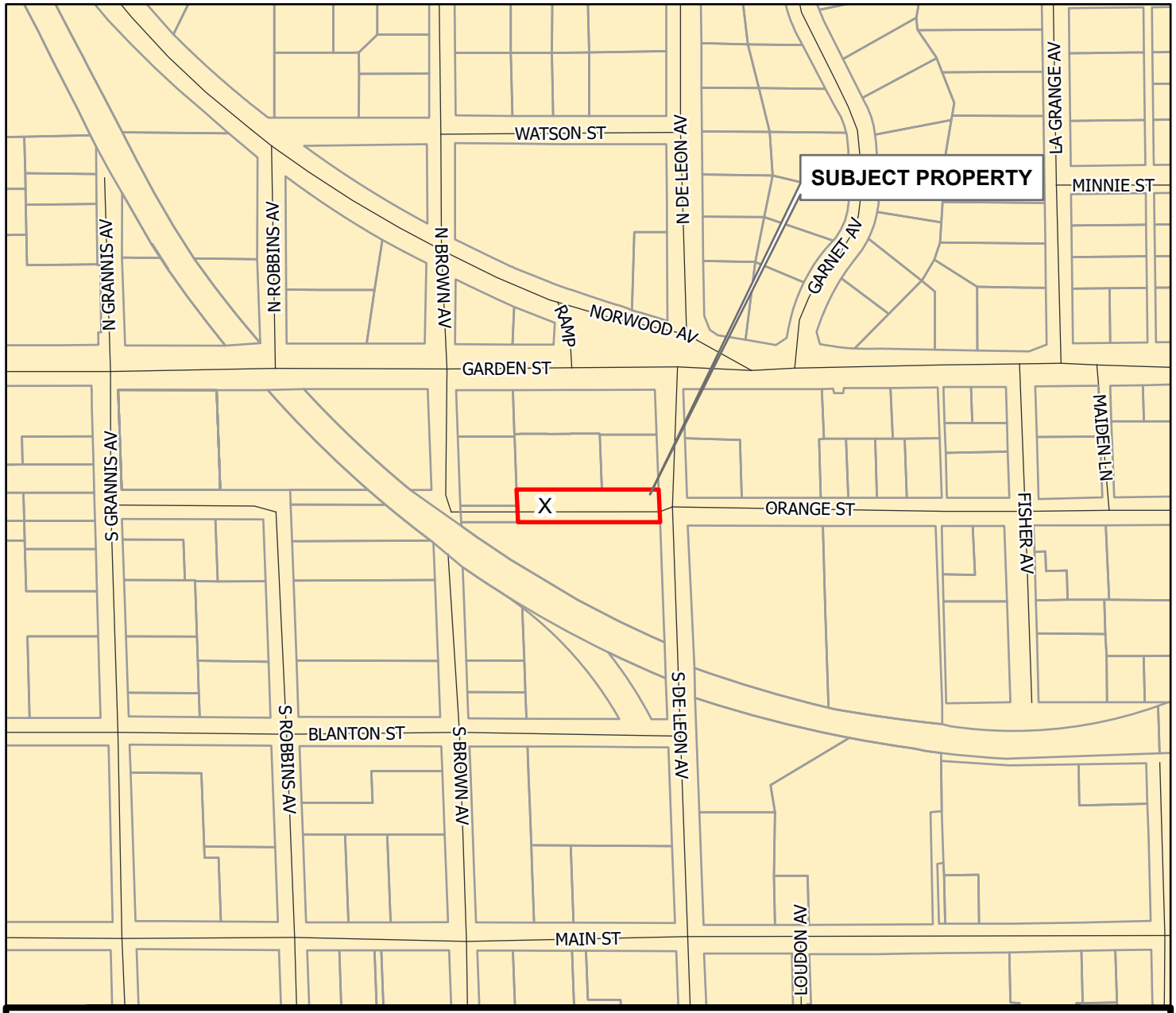

FEMA FLOOD HAZARD AREAS

ROW #2-2025

Special Flood Hazard Area Zones

- A
- A0
- AE
- AO
- VE

Moderate Flood Hazard Area Zone

- X5

Minimal Flood Hazard Zones

- C
- X
- X .2 PCT

Other Flood Zone Areas

- D
- FW

N
W
E
S

0 250 500 1,000 Feet

Community Development Department

Source: FEMA FHA Update, 01/29/2021

6/12/2025

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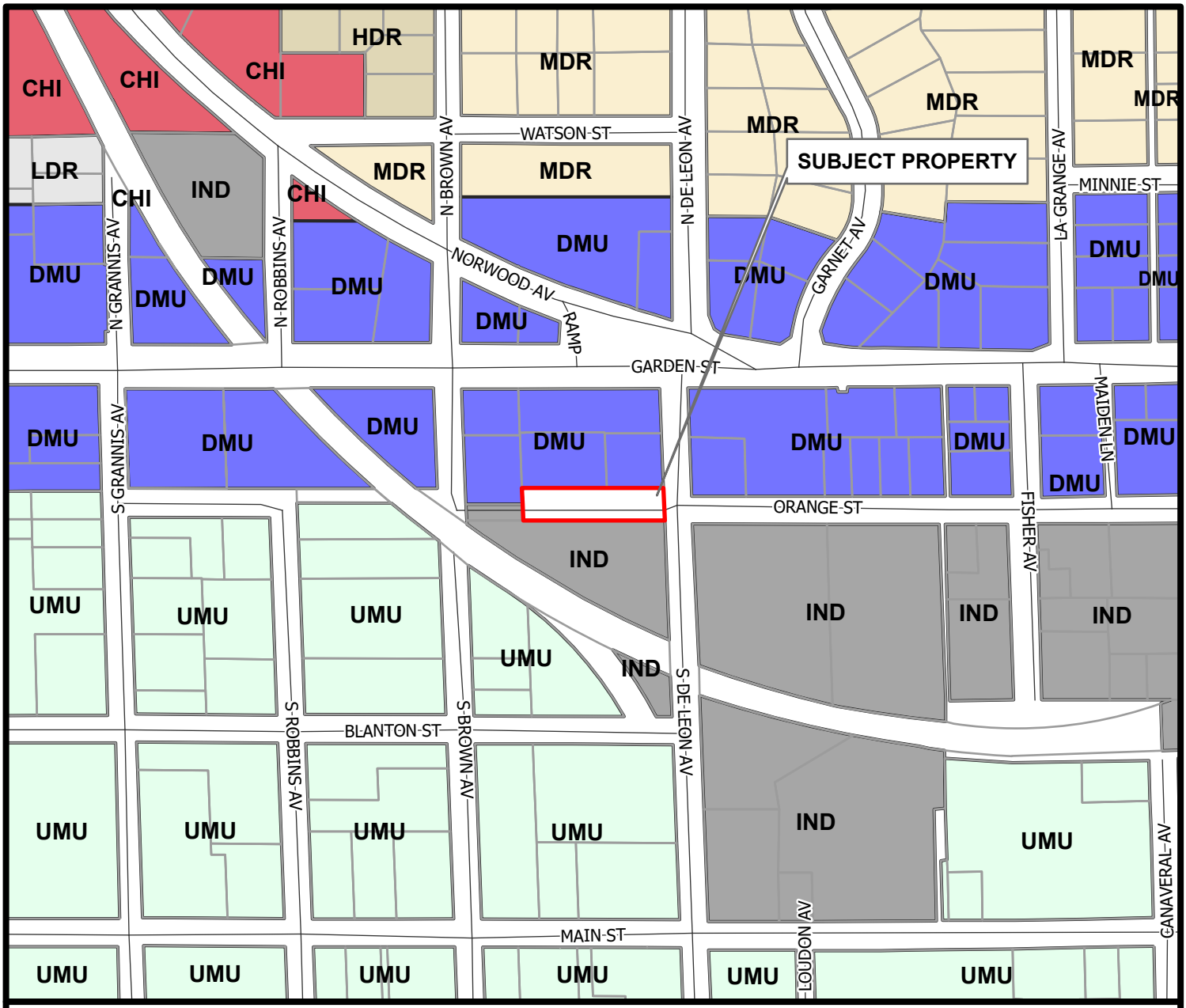

LOCATION OF PROPERTY AND FUTURE LAND USE MAP

CHI	COMMERCIAL HIGH INTENSITY	ED	EDUCATIONAL	PIP	PLANNED INDUSTRIAL PARK	RES-2	RESIDENTIAL-2
CLI	COMMERCIAL LOW INTENSITY	IND	INDUSTRIAL	PSP	PUBLIC/ SEMI-PUBLIC	RMU	REGIONAL MIXED USE
CONS	CONSERVATION	HDR	HIGH-DENSITY RESIDENTIAL	PUD	PLANNED UNIT DEVELOPMENT	SMU	SHORELINE MIXED-USE
DMU	DOWNTOWN MIXED-USE	MDR	MEDIUM-DENSITY RESIDENTIAL	REC	RECREATIONAL	UMU	URBAN MIXED-USE
		LDR	LOW-DENSITY RESIDENTIAL	RES-1	RESIDENTIAL-1	US1	US-1 CORRIDOR

N W E S

Subject

0 250 500 1,000 Feet

Community Development Department

6/12/2025

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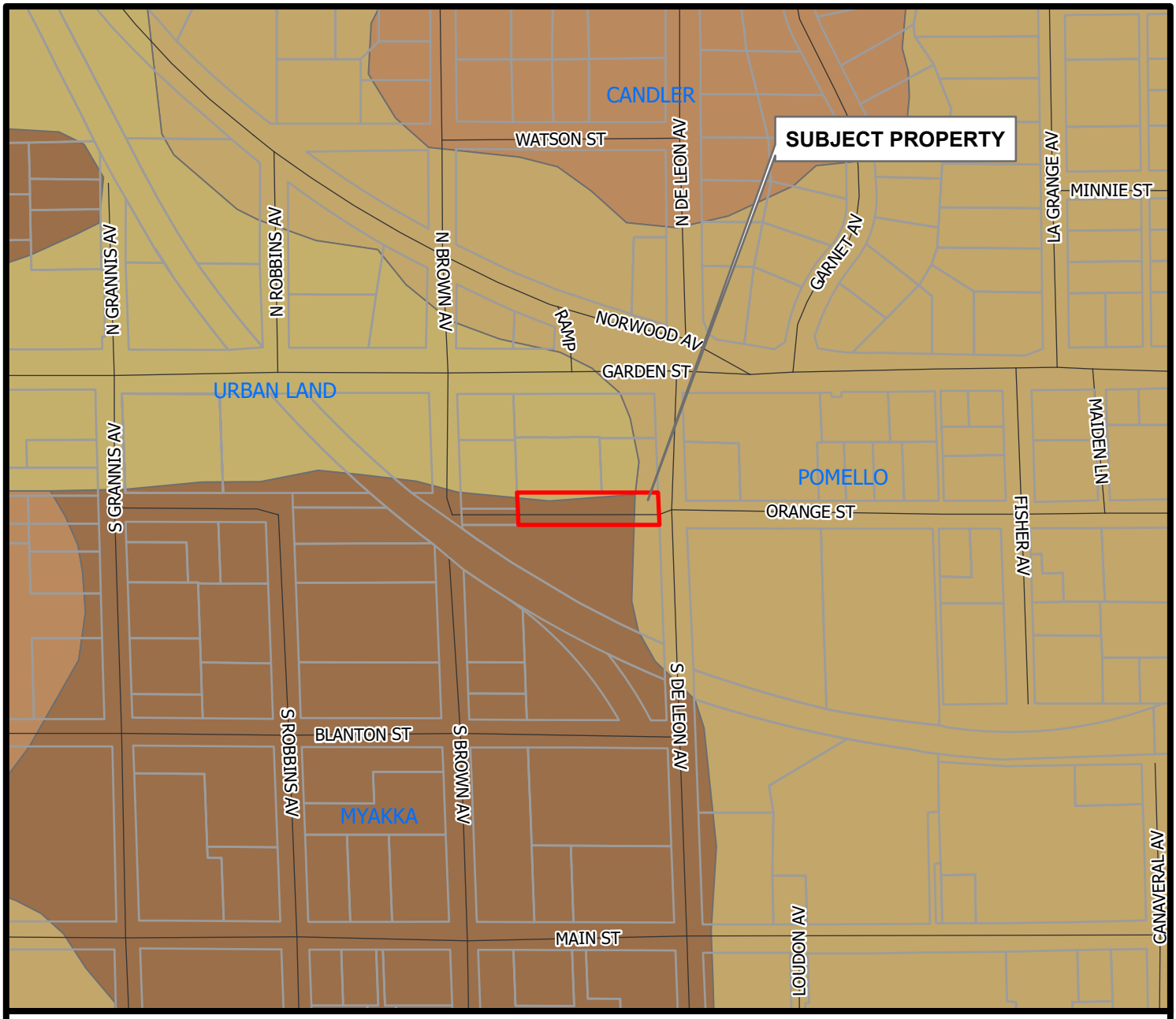


SOILS IN THE VICINITY OF SUBJECT PROPERTY
ROW #2-2025

SoilName
- CANDLER
- MYAKKA
- POMELLO
- URBANLAND

N
W E
S

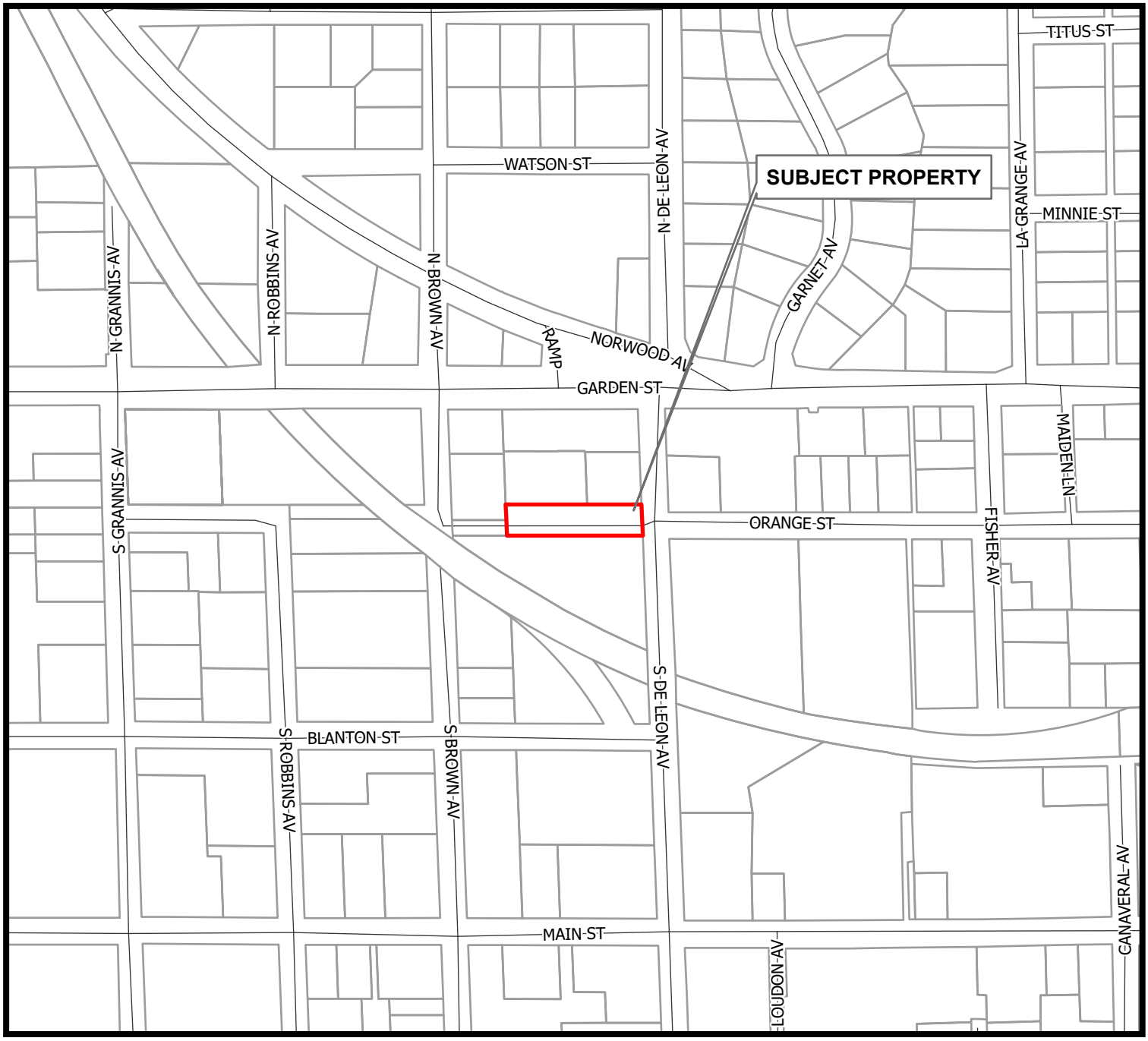
0 250 500 1,000 Feet

Community Development Department

6/12/2025

Soils data source: The U.S. Department of Agriculture, Natural Resources Conservation Service. (2019)

Document Path: Q:\GIS\Community Development\PLANNING\Planning Templates\ArcPro\PlanningMaps\PlanningMaps.aprx



WETLANDS IN VICINITY OF PROPERTY

ROW #2-2025

N
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TITUSVILLE, FLORIDA
FOUNDED 1867

WETLAND_TY

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine

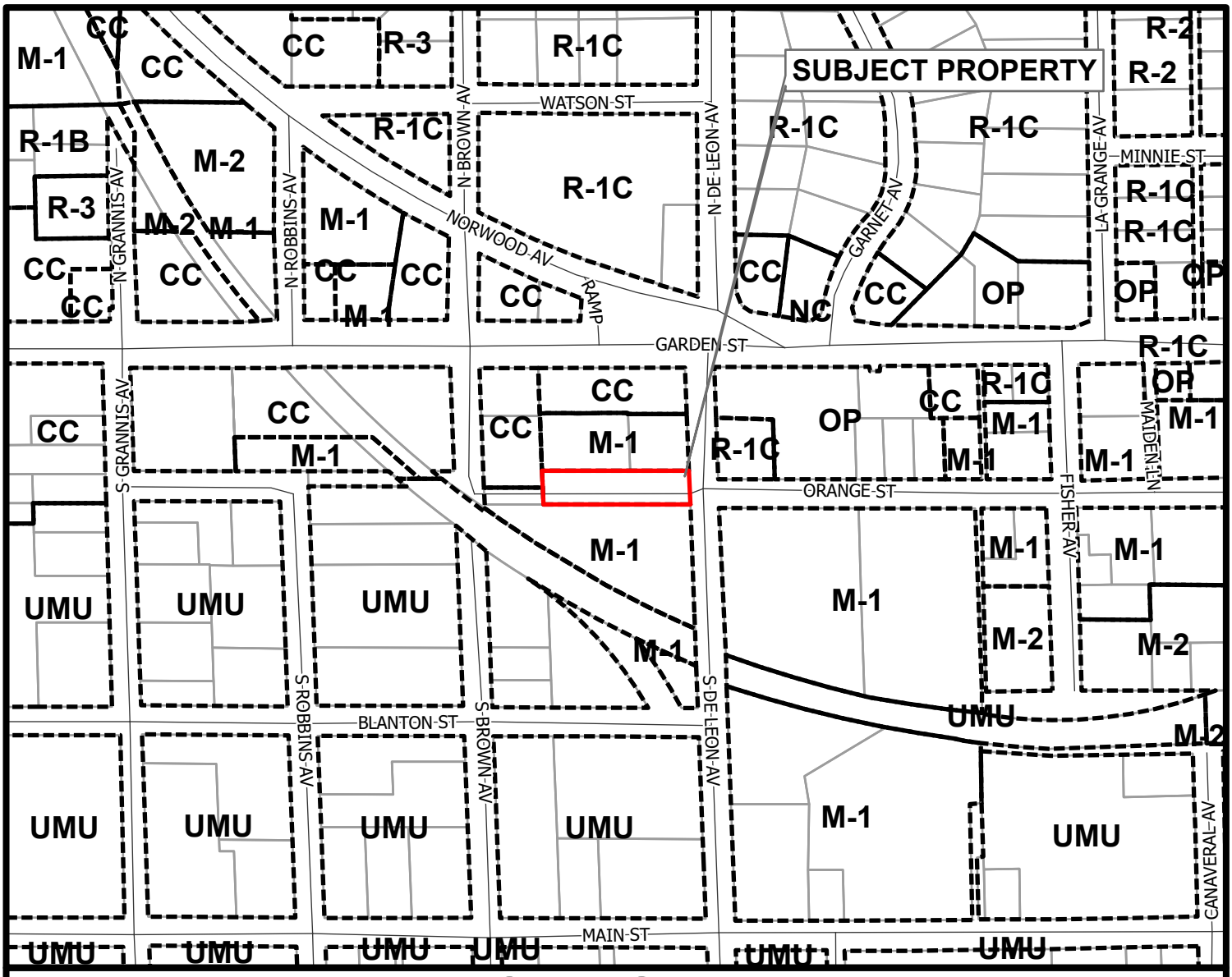
6/12/2025

Scale:1:3,250

Community Development Department
Source: USFWS NWI (2023)

This data set represents the approximate location and type of wetlands and deepwater habitats. The primary intended use is for regional and watershed data display and analysis, rather than specific project data analysis.

Q:\GIS\Community Development\PLANNING\Planning Templates\ArcPro\PlanningMaps\PlanningMaps.aprx



ZONING MAP

RESIDENTIAL DISTRICTS

RE	RESIDENTIAL ESTATES
RR	RURAL RESIDENTIAL
R-1A	SINGLE FAMILY, LOW DENSITY
R-1B	SINGLE FAMILY, MEDIUM DENSITY
R-1C	SINGLE FAMILY, HIGH DENSITY
R-2	MULTIFAMILY, MEDIUM DENSITY
R-3	MULTIFAMILY, HIGH DENSITY
RMH-1	RESIDENTIAL MANUFACTURED HOUSING SUBDIVISION
RMH-2	RESIDENTIAL MANUFACTURED HOUSING PARK

COMMERCIAL DISTRICTS

HM	HOSPITAL MEDICAL
T	TOURIST
NC	NEIGHBORHOOD COMMERCIAL
CC	COMMUNITY COMMERCIAL
RC	REGIONAL COMMERCIAL
OP	OFFICE PROFESSIONAL

INDUSTRIAL DISTRICTS

M-1	LIGHT INDUSTRIAL SERVICES AND WAREHOUSING
M-2	HEAVY INDUSTRIAL
M-3	HIGHWAY INDUSTRIAL INFILL
PID	PLANNED INDUSTRIAL DEVELOPMENT

OVERLAY DISTRICTS

TSA	TITUSVILLE SHORELINE AREA
AIA	AIRPORT IMPACT AREA
WCA	WETLAND AND CONSERVATIONA AREA
ACC	AREA OF CRITICAL CONCERN
HPA	HISTORIC PRESERVATION AREA

SPECIAL DISTRICTS

GU	GENERAL USE
OR	OPEN SPACE AND RECREATION
UMU	URBAN MIXED USE
SMU	SHORELINE MIXED USE
RHP	RESIDENTIAL HISTORIC PRESERVATION
RMU	REGIONAL MIXED USE
PD	PLANNED DEVELOPMENT
P	PUBLIC
UV	URBAN VILLAGE
DMU	DOWNTOWN MIXED USE
IRCN-R	INDIAN RIVER CITY NEIGHBORHOOD RESIDENTIAL
IRCN-C	INDIAN RIVER CITY NEIGHBORHOOD COMMERCIAL

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TITUSVILLE, FLORIDA
FOUNDED 1867

Base Map

- City Limits
- Zoning
- Subject

ROW #2-2025

0 250 500 1,000 Feet

Community Development Department

6/12/2025

PAGE 1 OF 1

BOUNDARY SURVEY

LEGAL DESCRIPTION:

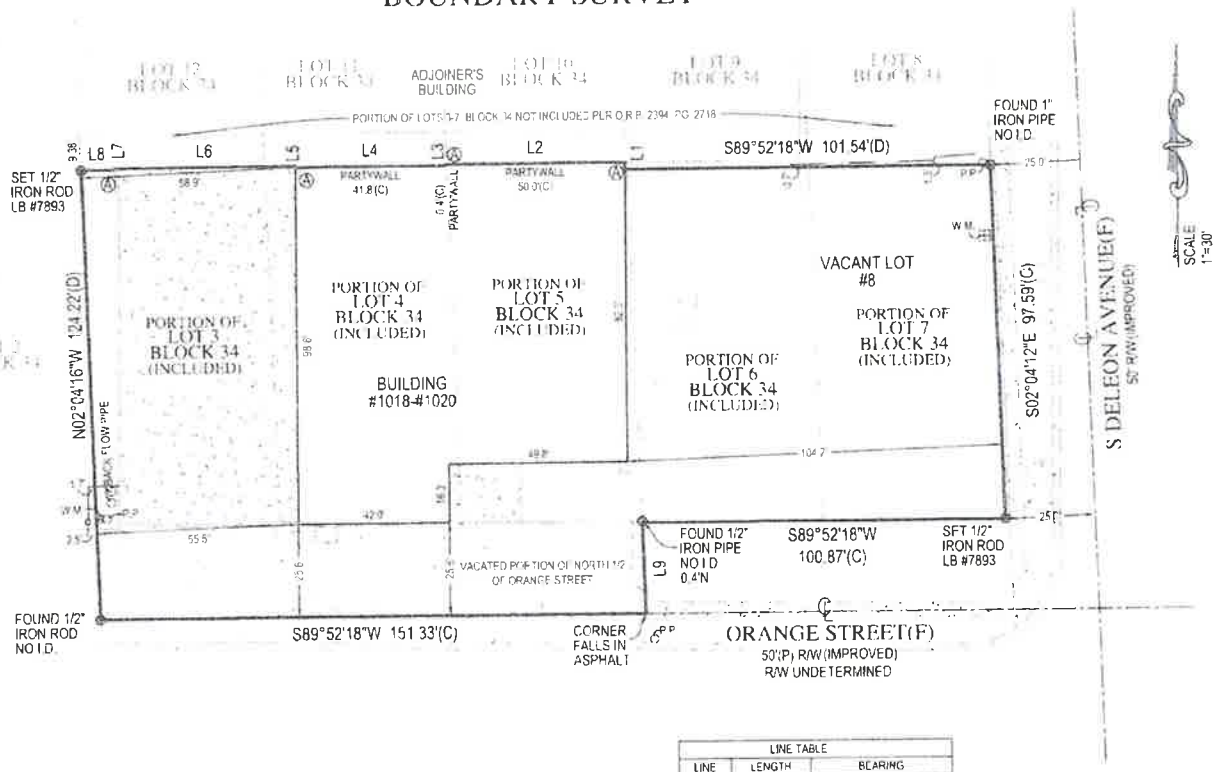
LOTS 3, 4 AND 5, BLOCK 34, PARK ADDITION TO TITUSVILLE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 12, LESS AND EXCEPT ROAD RIGHT OF WAY, NORTH 1/2 ORANGE STREET AS IN OFFICIAL RECORDS BOOK 1491, PAGE 607, AND EXCEPT OFFICIAL RECORDS BOOK 2394 PAGE 2718, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
AND
LOT 6 AND 7, BLOCK 34, PARK ADDITION TO TITUSVILLE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE(S) 12, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 11 FEET THEREOF

CERTIFIED TO:

COMMUNITY NUMBER: 125152
PANEL: 0205
SUFFIX: H
F.I.R.M. DATE:
FLOOD ZONE: X
FIELD WORK: 1/5/2024

PROPERTY ADDRESS:
1020 ORANGE STREET &
6 SOUTH DE LEON AVENUE
TITUSVILLE, FL 32796

SURVEY NUMBER: 616539
CLIENT FILE NUMBER: MP7123-00645



LINE TABLE		
LINE	LENGTH	BEARING
L1	1.95'	N89°07'16"W
L2	50.00'	S89°52'44"W
L3	0.35'	S00°07'16"E
L4	41.80'	S89°52'44"W
L5	0.35'	N00°07'16"W
L6	49.80'	S89°52'44"W
L7	0.35'	S00°07'16"W
L8	9.11'	S89°52'44"W
L9	25.01'	S02°04'12"E

ABBREVIATION DESCRIPTION:

AE	ANCHOR EASEMENT	FFE	FINISH FLOOR ELEVATION	O.R.B.	OFFICIAL RECORDS BOOK
A/C	AIR CONDITIONER	F.I.P.	FOUND IRON PIPE	(P)	PLAT
BM	BENCH MARK	F.I.R.	FOUND IRON ROD	P.B.	PLAT BOOK
BR	BEARING REFERENCE	F.N.D.	FOUND PARKER-KALON NAIL	P.C.	POINT OF CURVATURE
(C)	CALCULATED	LN	LENGTH	P.C.C.	POINT OF COMPOUND CURVE
Δ	CENTRAL / DELTA ANGLE	L.A.E.	LIMITED ACCESS EASEMENT	P.O.B.	POINT OF BEGINNING
CH	CHORD	L.M.E.	LAKE MAINTENANCE EASEMENT	P.O.C.	POINT OF COMMENCEMENT
(D)	DEED / DESCRIPTION	(M)	MEASURED / FIELD VERIFIED	P.R.C.C.	POINT OF REVERSE CURVE
D.E.	DRAINAGE EASEMENT	M.H.	MANHOLE	P.T.	POINT OF TANGENCY
D.H.	DATA HOLE	N.A.D.	NAIL & DISK	R/W	RIGHT OF WAY
D.W.	DRIVEWAY	N.R.	NOT RADIAL	(R)	RADIAL / RADIUS
E.O.W.	EDGE OF WATER	N.T.S.	NOT TO SCALE	S.I.R.	SET IRON ROD
F.C.M.	FOUND CONCRETE MONUMENT	O.H.E.	OVERHEAD UTILITY LINES	T.O.B.	TOP OF BANK
				U.E.	UTILITY EASEMENT

SURVEY NOTES:
ASPHALT CROSSING INTO R/W ON SOUTHERLY SIDE OF LOT

THERE ARE FENCES NEAR THE NORTHERLY AND WESTERLY SIDES OF THE PROPERTY

A = CORNERS FALL IN BUILDING

SYMBOL DESCRIPTIONS:

= CATCH BASIN
= CENTERLINE ROAD
= COVERED AREA
= EXISTING ELEVATION
= HYDRANT
= MANHOLE
= METAL FENCE
= MISC. FENCE
= PROPERTY CORNER
= UTILITY BOX
= UTILITY POLE
= WATER METER
= WELL
= WOOD FENCE

GENERAL NOTES:

1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.
6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
7) FENCE OWNERSHIP NOT DETERMINED.
8) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFERENCED TO N.A.V.D. 1988.
9) THIS SURVEY HAS BEEN COMPLETED FOR A MORTGAGE TRANSACTION. ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE, DEFICIENCIES, NO DESIGN OR CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT APPROVAL FROM TARGET SURVEYING PRIOR TO SUCH USE. TARGET SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM ITS FAILURE TO ADHERE TO THIS CLAUSE.
10) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

REVISIONS

LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://largesurveying.net

TARGET SURVEYING, LLC

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY, THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION, NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL OR A RAISED EMBOSSED SEAL AND SIGNATURE

STEVEN D. MARSHALL

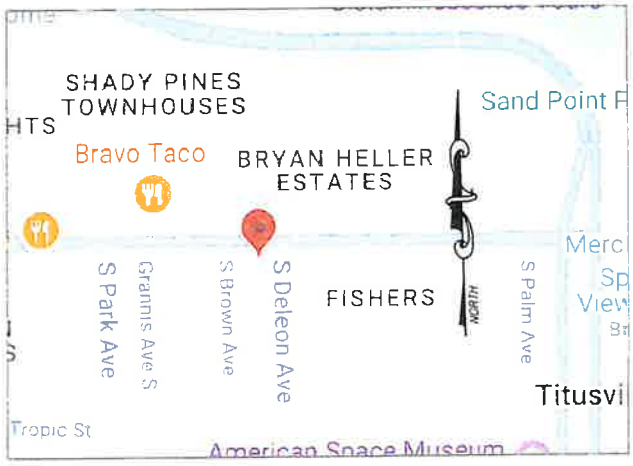
(SIGNED) STEVEN D MARSHALL
PROFESSIONAL SURVEYOR AND MAPPER #6575

SKETCH AND DESCRIPTION

(COVER & LEGAL DESCRIPTION)

PROPERTY ADDRESS:
1020 ORANGE STREET
TITUSVILLE, FL 32137

THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO SHOW THE VACATED PORTION OF ORANGE STREET



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

THAT PORTION OF ORANGE STREET RIGHT OF WAY WEST OF DELEON AVENUE AND SOUTH OF LOTS 3 THROUGH 7, BLOCK 34, PARK ADDITION IN SECTION 4, TOWNSHIP 22 SOUTH, RANGE 35 EAST.

ABBREVIATION LEGEND
CH=CHORD
L=LENGTH
N.R.=NON RADIAL
P=PLAT
P.B.=PLAT BOOK
PG.=PAGE
P.I.D.=PARCEL IDENTIFICATION NUMBER
P.O.B.=POINT OF BEGINNING
P.O.C.=POINT OF COMMENCEMENT
R=RADIUS
U.E.=UTILITY EASEMENT

SURVEY NO. 616539
SKETCH DATE: 11-06-2024

DAVID G CUTLER CERTIFICATE NO. 5593 PROFESSIONAL SURVEYOR & MAPPER STATE OF FLORIDA
David Cutler Digitally signed by David Cutler Date: 2025.02.10 16:43:19 -05'00'

THIS IS **NOT** A SURVEY, TO ACCOMPANY SKETCH ONLY

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION IS A TRUE AND CORRECT REPRESENTATION PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED)
DAVID G CUTLER
PROFESSIONAL SURVEYOR AND MAPPER #5593

PAGE 1 OF 2 PAGES
(NOT COMPLETE WITHOUT PAGE 2)

TARGET SURVEYING, LLC
LB #7893
SERVING FLORIDA
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WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
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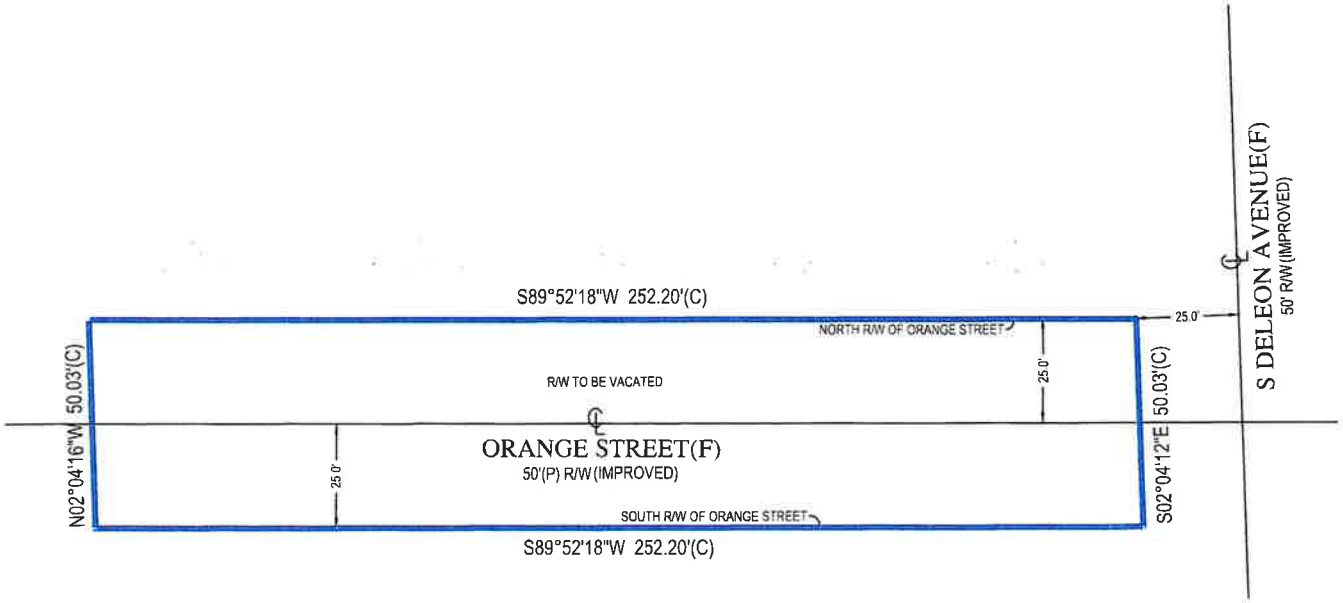
WEBSITE: http://targetsurveying.net

SKETCH AND DESCRIPTION

(SKETCH OF DESCRIPTION)



SURVEY NO. 616539
SKETCH DATE: 11-06-2024

SKETCH AND DESCRIPTION

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
2. NO FIELD WORK PERFORMED IN THE PREPARATION OF THIS LEGAL AND SKETCH.
3. THIS DRAWING IS NOT FULL AND COMPLETE WITHOUT ALL OF ITS ACCOMPANING PAGES.

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THIS IS **NOT** A SURVEY, TO ACCOMPANY DESCRIPTION ONLY

Public Utility Easement

THIS INDENTURE, made this _____ day of _____ A.D., 20___, between _____, Party of the First Part, and the CITY OF TITUSVILLE, a Municipal Corporation whose address is 555 S. Washington Avenue, Titusville, FL 32781-2806, County of Brevard, State of Florida, Party of the Second Part,

Wherever used herein the terms Party of the First Part and Party of the second part include the singular and plural forms and the masculine and feminine gender.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations to him in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has remised, released and by these presents does grant and convey to the said party of the second part, its successors and assigns, an easement for public utilities for the City of Titusville, County of Brevard, State of Florida, described as follows, to wit:

SEE ATTACHMENT A

This easement is made for the purpose of giving and granting to the party of the second part, its successors, legal representatives and assigns, an easement in, to and across said lands for the purpose of installation and maintenance of public utilities, together with the right of ingress and egress for such purposes.

And the said party of the first part does hereby fully warrant the title to said lands, and will defend the same against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

_____	_____
Signature of Witness	Signature of Party of First Part
_____	_____
Name Printed/Typed	Name & Title Printed, Stamped or Typed
_____	_____
Signature of Witness	Signature of Party of First Part
_____	_____
Name Printed/Typed	Name & Title Printed, Stamped or Typed

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by _____
(Printed/Typed Name of Party of First Part)
who is personally known to me OR who has produced _____ as identification and who did (or did not) take an oath.

_____
Notary Public

_____
Printed/Typed Name of Notary Public

My commission expires:

Signed, sealed and delivered
in the presence of:

CITY OF TITUSVILLE

_____
Signature of Witness

_____
Scott Larese, City Manager

ATTEST

_____
Name Printed/Typed of Witness

_____
Wanda Wells. City Clerk

_____
Signature of Witness

_____
Name Printed/Typed of Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ , by (_____) as Personally Known ___ OR Produced Identification ___

Type of Identification Produced _____

_____
(Signature of Notary Public - State of Florida)

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

_____
Title or Rank

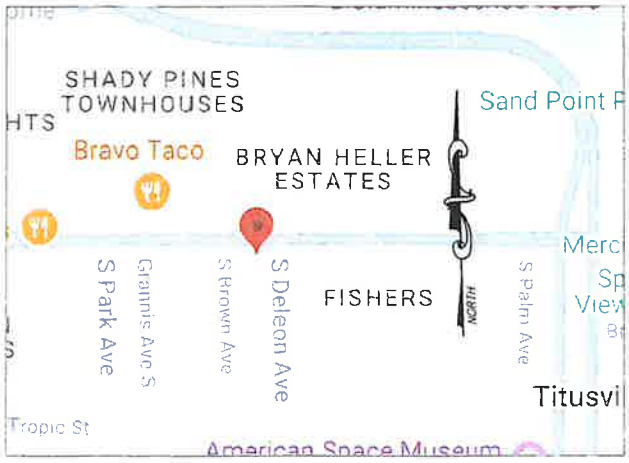
_____
Serial Number (if any)

SKETCH AND DESCRIPTION

(COVER & LEGAL DESCRIPTION)

PROPERTY ADDRESS:
1020 ORANGE STREET
TITUSVILLE, FL 32137

THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO SHOW THE VACATED PORTION OF ORANGE STREET



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

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R=RADIUS
U.E.=UTILITY EASEMENT

SURVEY NO. 616539
SKETCH DATE: 11-06-2024

DAVID G CUTLER CERTIFICATE NO. 5593 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

THIS IS **NOT** A SURVEY, TO ACCOMPANY SKETCH ONLY

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION IS A TRUE AND CORRECT REPRESENTATION PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL OR A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED)
DAVID G CUTLER
PROFESSIONAL SURVEYOR AND MAPPER #5593

TARGET SURVEYING, LLC
LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
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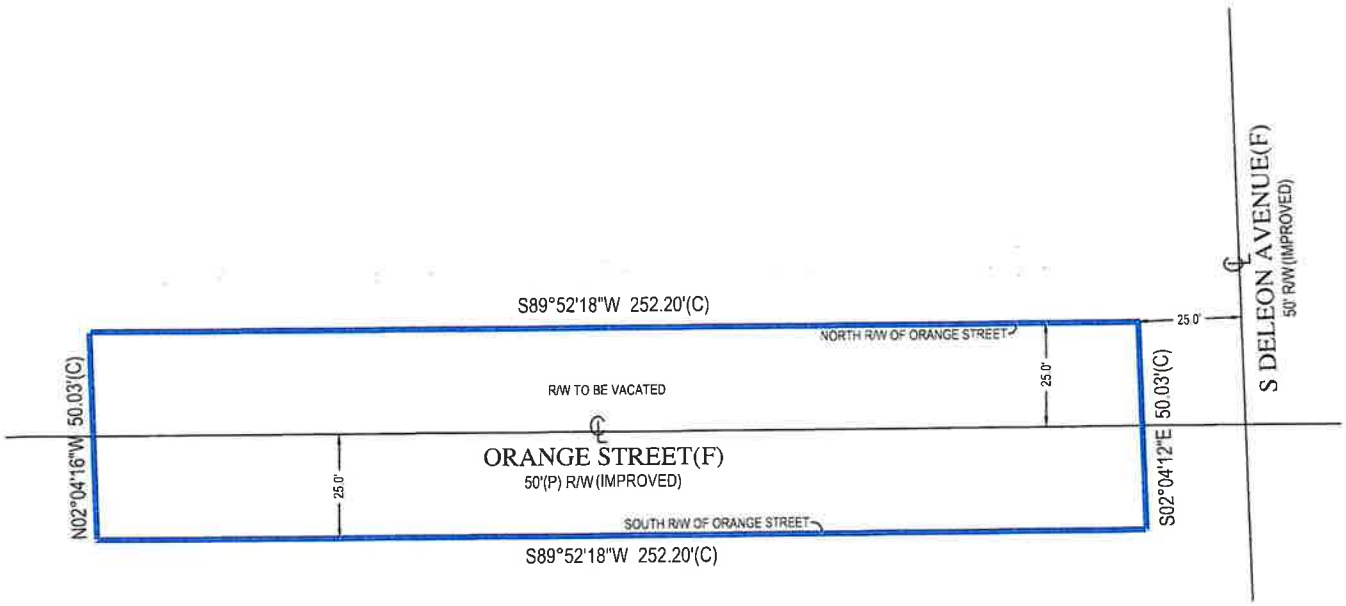
WEBSITE: http://targetsurveying.net

SKETCH AND DESCRIPTION

(SKETCH OF DESCRIPTION)



SURVEY NO. 616539
SKETCH DATE: 11-06-2024

SKETCH AND DESCRIPTION

NOTES:
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AD#11563234 09/09/2025

9/9/25
gm

CITY OF TITUSVILLE
NOTICE OF VACATING, ABANDONING, AND DISCONTINUING PUBLIC STREETS

NOTICE is hereby given that the City Council of the City of Titusville, Brevard County, Florida will on the 23rd of September, 2025, in the Council Chamber on the second floor of City Hall, 555 S. Washington Avenue, Titusville, FL 32796, beginning at 6:30 p.m., consider and determine whether or not the City will vacate, abandon, or discontinue and close certain streets herein described and renounce and disclaim any right of said City 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, as submitted by Bruce A. Moia, P.E. MBV Engineering, Inc., applicant on behalf of Michael and Rosa Graue, and described as follows in **Right of Way Vacation Application No. 2-2025** and real property described below:

THAT PORTION OF ORANGE STREET RIGHT OF WAY WEST OF DELEON AVENUE AND SOUTH OF LOTS 3 THROUGH 7, BLOCK 34, PARK ADDITION IN SECTION 4, TOWNSHIP 22 SOUTH, RANGE 35 EAST.

PLEASE ALSO TAKE NOTICE the Planning and Zoning Commission will hold a public hearing on **Wednesday, September 17, 2025, beginning at 6:00 p.m.**, in the Council Chamber on the second floor of City Hall, located at 555 S. Washington Avenue, Titusville, FL 32796 to hear interested persons with regard to this matter for recommendation to City Council.

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council on this topic to properly noticed public hearings or to written communication to the City Clerk's Office.

Any person who decides to appeal a decision of the City Council or the Planning and Zoning Commission with respect to any matter considered at these meetings will need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made.

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 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,
Titusville, Florida 32796
Phone: (321) 567-3686, Fax: (321) 383-5704

Anderson, Christie

From: Bruce M <brucem@mbveng.com>
Sent: Friday, September 26, 2025 1:23 PM
To: Anderson, Christie
Subject: FW: Titusville City Council - Orange Street Vacate
Attachments: 616539 (2) (1) (1) TARGET 11X17 (1) (1).cleaned.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Christie,

Please see attached the updated survey based on the updated title report. Let me know if this will require that it be set back to P&Z. The client still wants to obtain the entire ROW to be vacated, but would be satisfied if only the north half was vacated.

Let me know.

Bruce A. Moia, P.E.
President, MBV Engineering, Inc.
1250 W. Eau Gallie Blvd., Unit H, Melbourne, FL 32935
P: 321.253.1510 x324 C: 321.243.0583 F: 321.253.0911
Conference:712.832.7000 Passcode:1861134#
BruceM@mbveng.com www.mbveng.com

From: Michael Graue <michaeljgraue@gmail.com>
Sent: Friday, September 26, 2025 12:44 PM
To: Wanda Kessler <wandak@mbveng.com>
Cc: Bruce M <brucem@mbveng.com>
Subject: Re: Titusville City Council - Orange Street Vacate

Regards

Michael Graue
MichaelJGraue@gmail.com
(407)506-7461

On Tue, Sep 23, 2025 at 3:13 PM Wanda Kessler <wandak@mbveng.com> wrote:

BOUNDARY SURVEY

LEGAL DESCRIPTION:
LOTS 3, 4 AND 5, BLOCK 34, PARK ADDITION TO TITUSVILLE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 12, LESS AND EXCEPT ROAD RIGHT OF WAY, NORTH 1/2 ORANGE STREET AS IN OFFICIAL RECORDS BOOK 1491, PAGE 807, AND EXCEPT OFFICIAL RECORDS BOOK 2394, PAGE 2718, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
AND
LOT 6 AND 7, BLOCK 34, PARK ADDITION TO TITUSVILLE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE(S) 12, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 11 FEET THEREOF.

CERTIFIED TO:
MICHAEL J. GRAUE AND ROSA R. GRAUE;
MASTERPIECE TITLE; COMMONWEALTH LAND TITLE INSURANCE COMPANY;
SELLER HELD MORTGAGE KEITH KELLY AND DEBORAH KELLY

COMMUNITY NUMBER: 125152
PANEL: 0205
SUFFIX: H
F.I.R.M. DATE:
FLOOD ZONE: X
FIELD WORK: 1/5/2024

PROPERTY ADDRESS:
1020 ORANGE STREET &
8 SOUTH DE LEON AVENUE
TITUSVILLE, FL 32796

SURVEY NUMBER: 616539
CLIENT FILE NUMBER: MP7123-00645

ABBREVIATION DESCRIPTION:

A.E.	ANCHOR EASEMENT	F.F. EL.	FINISH FLOOR ELEVATION
A/C	AIR CONDITIONER	F.I.P.	FOUND IRON PIPE
B.M.	BENCH MARK	F.I.R.	FOUND IRON ROD
B.R.	BEARING REFERENCE	F.P.K.	FOUND PARKER-KALON NAIL
(C)	CALCULATED	(L)	LENGTH
Δ	CENTRAL / DELTA ANGLE	L.A.E.	LIMITED ACCESS EASEMENT
CH	CHORD	L.M.E.	LAKE MAINTENANCE EASEMENT
(D)	DEED / DESCRIPTION	(M)	MEASURED / FIELD VERIFIED
D.E.	DRAINAGE EASEMENT	M.H.	MANHOLE
D.H.	DRILL HOLE	N&D	NAIL & DISK
D/W	DRIVEWAY	N.R.	NOT RADIAL
E.O.W.	EDGE OF WATER	N.T.S.	NOT TO SCALE
F.C.M.	FOUND CONCRETE MONUMENT	O.H.L.	OVERHEAD UTILITY LINES
O.R.B.	OFFICIAL RECORDS BOOK		
(P)	PLAT		
P.B.	PLAT BOOK		
P.C.	POINT OF CURVATURE		
P.C.C.	POINT OF COMPOUND CURVE		
P.O.B.	POINT OF BEGINNING		
P.O.C.	POINT OF COMMENCEMENT		
P.R.C.	POINT OF REVERSE CURVE		
P.T.	POINT OF TANGENCY		
R/W	RIGHT-OF-WAY		
(R)	RADIAL / RADIUS		
S.I.R.	SET IRON ROD		
T.O.B.	TOP OF BANK		
U.E.	UTILITY EASEMENT		

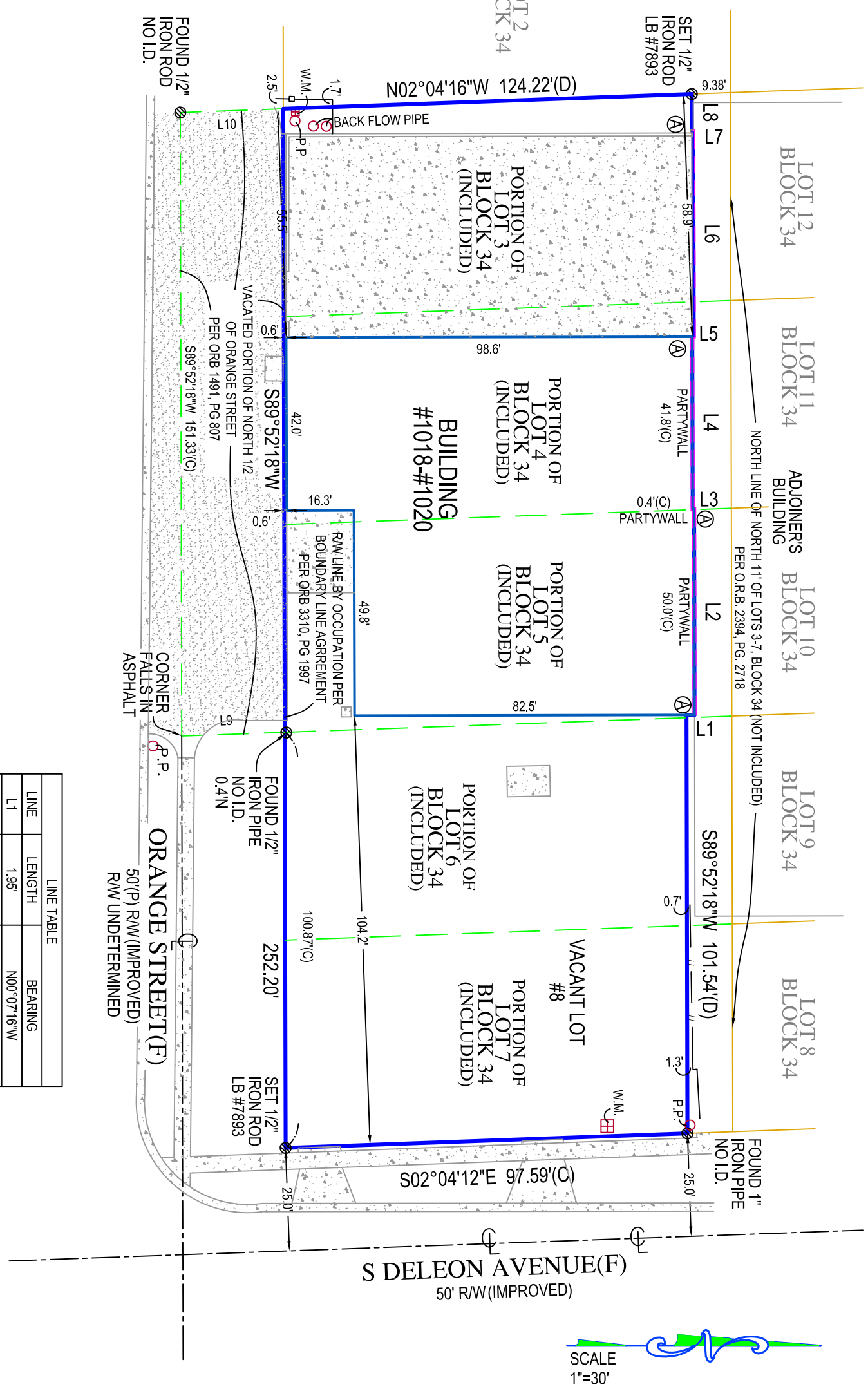
SURVEY NOTES
ASPHALT CROSSING INTO R/W ON SOUTHERLY SIDE OF LOT.

THERE ARE FENCES NEAR THE NORTHERLY AND WESTERLY SIDES OF THE PROPERTY.

A = CORNERS FALL IN BUILDING

LINE TABLE		
LINE	LENGTH	BEARING
L1	1.95'	N00°07'16"W
L2	50.00'	S89°52'44"W
L3	0.35'	S00°07'16"E
L4	41.80'	S89°52'44"W
L5	0.35'	N00°07'16"W
L6	49.80'	S89°52'44"W
L7	0.35'	S00°07'16"W
L8	9.11'	S89°52'44"W
L9	25.01'	S02°04'12"E
L10	25.01'	N02°04'16"W

SYMBOL DESCRIPTIONS:
= CATCH BASIN
= CENTERLINE ROAD
= COVERED AREA
+ X.XX = EXISTING ELEVATION
= HYDRANT
= MANHOLE
= METAL FENCE
= WOOD FENCE
= MISC. FENCE
= PROPERTY CORNER
= UTILITY BOX
= UTILITY POLE
= WATER METER
= WELL



SCALE
1"=30'

REVISIONS:
9/23/2025 - ADJUST BOUNDARY PER O.R.B. 3310, PG 1997

GENERAL NOTES:

1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.
6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
7) FENCE OWNERSHIP NOT DETERMINED.
8) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFRENCED TO N.A.V.D. 1988
9) THIS SURVEY HAS BEEN COMPLETED FOR A MORTGAGE TRANSACTION. ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO DESIGN OR CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT APPROVAL FROM TARGET SURVEYING PRIOR TO SUCH USE. TARGET SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
10) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL,OR A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED)

DAVID W LEI
PROFESSIONAL SURVEYOR AND MAPPER #6203

DAVID W LEI CERTIFICATE NO. 6203 DAVID W. LEI STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by DAVID W. LEI
Date: 2025.09.26 12:00:35 -04'00'

TARGET SURVEYING, LLC
LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUTE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://targetsurveying.net

Anderson, Christie

From: Bruce M <brucem@mbveng.com>
Sent: Friday, September 19, 2025 9:55 AM
To: Anderson, Christie
Cc: Parrish, Bradley; Michael Graue
Subject: Orange St. ROW Vacate
Attachments: Boundary Agmt ORB 3310 PG 1997.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Hi Christie,

Thanks for taking my call this morning. As we discussed, we have the title company doing a deep dive on the situation based on the all the discussion at P&Z Wednesday night. We did get a copy of the 2024 title commitment, which referenced the attached recorded agreement. This conflicts with the survey obtained at time of purchase of the property. The owner has asked for a "deep dive" from the title company, for which we will not have any results for a week or more.

Based on this and knowing that we will have new and more accurate information soon, we are formally requesting that the City Council agenda item for this be tabled until the information is available and most likely, that we re-hear this at P&Z with the new and more accurate information.

Let me know if this suffices to provide to Council for tabling or if you need anything else from us at this time.

Thank you.

Bruce A. Moia, P.E.
President , MBV Engineering, Inc.
1250 W. Eau Gallie Blvd., Unit H, Melbourne, FL 32935
P: 321.253.1510 x324 C: 321.243.0583 F: 321.253.0911
Conference:712.832.7000 Passcode:1861134#
BruceM@mbveng.com www.mbveng.com
www.linkedin.com/pub/bruce-moia/14/6a7/58a

Also with offices in Vero : 772.569.0035 and Ft. Pierce: 772.468.9055

HOLLAND & KNIGHT
200 South Orange Avenue, Suite 2600
Post Office Box 1526
Orlando, Florida 32802

425415 93 JUL 29 PM 3:35

Sandy Crawford Clerk Circuit Court
Recorded and Verified Brevard County, FL
T 4 # Names 3
250 Fee 17.00
Doc Tx
Int Tx
Refund

BOUNDARY LINE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of July 1993, by and between **O.R.E.O., INC.**, a Florida corporation, hereinafter referred to as **"OREO"**, and **THE CITY OF TITUSVILLE**, a municipal corporation, hereinafter referred to as **"CITY"**.

WITNESSETH:

WHEREAS, OREO is the owner of the property located in Titusville Brevard County Florida more particularly described on Exhibit "A" attached to this agreement and

WHEREAS, the CITY is the owner of the street and right-of-way known as Orange Street located immediately to the south of the property owned by OREO and

WHEREAS, a question has come up concerning the proper boundary between the Southern edge of OREO's property and the Northern edge of Orange Street and whereas OREO and the CITY desire to resolve the question of the "hiatus" between the South line of OREO's property and the Northern right-of-way line of Orange Street,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. OREO and the CITY hereby covenant and agree that, by the execution of this agreement, the boundary line between OREO's property as described on Exhibit "A" and the North right-of-way line of Orange Street shall be established and determined as set forth in this agreement, and that, upon the execution of this agreement by the parties, the boundary line between OREO's property and the North right-of-way line of Orange Street shall be the line identified as "right-of-way line by occupation" on the survey dated May 3, 1993 by McFerrin\McCrown, Inc. under order No. 18029 and drawing FF 223A-93 a copy of which is attached to this agreement as Exhibit "B".

3. This agreement is binding upon the parties hereto, their successors and assigns, and shall be deemed a covenant running with

BK3310PG1997

the land.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 15 day of July, 1993.

CITY OF TITUSVILLE

BY: Thomas R. Mariani
Thomas R. Mariani

Janet R. Camacho
WITNESS Janet R. Camacho

Judith F. Renaud
WITNESS Judith F. Renaud

Patricia Kiell
WITNESS PATRICIA KIELL

Nanci A. Renbow
WITNESS Nanci A. Renbow

O.R.E.O., INC.

BY: W. Michael Bleakley

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this July 15, 1993 by Thomas R. Mariani acting as Mayor for The City of Titusville. He/she is personally known to me ~~or has produced~~ _____ as identification and ~~did~~ (did not) take an oath.

Janet R Camacho
Notary Public
My commission expires:

OFFICIAL NOTARY SEAL
JANET R CAMACHO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC274040
MY COMMISSION EXP. APR. 4,1997

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 19th day of July 1993 by W. Michael Bleakley of O.R.E.O., Inc., a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

Aileen W. Leach
Notary Public
My commission expires: 4-7-96

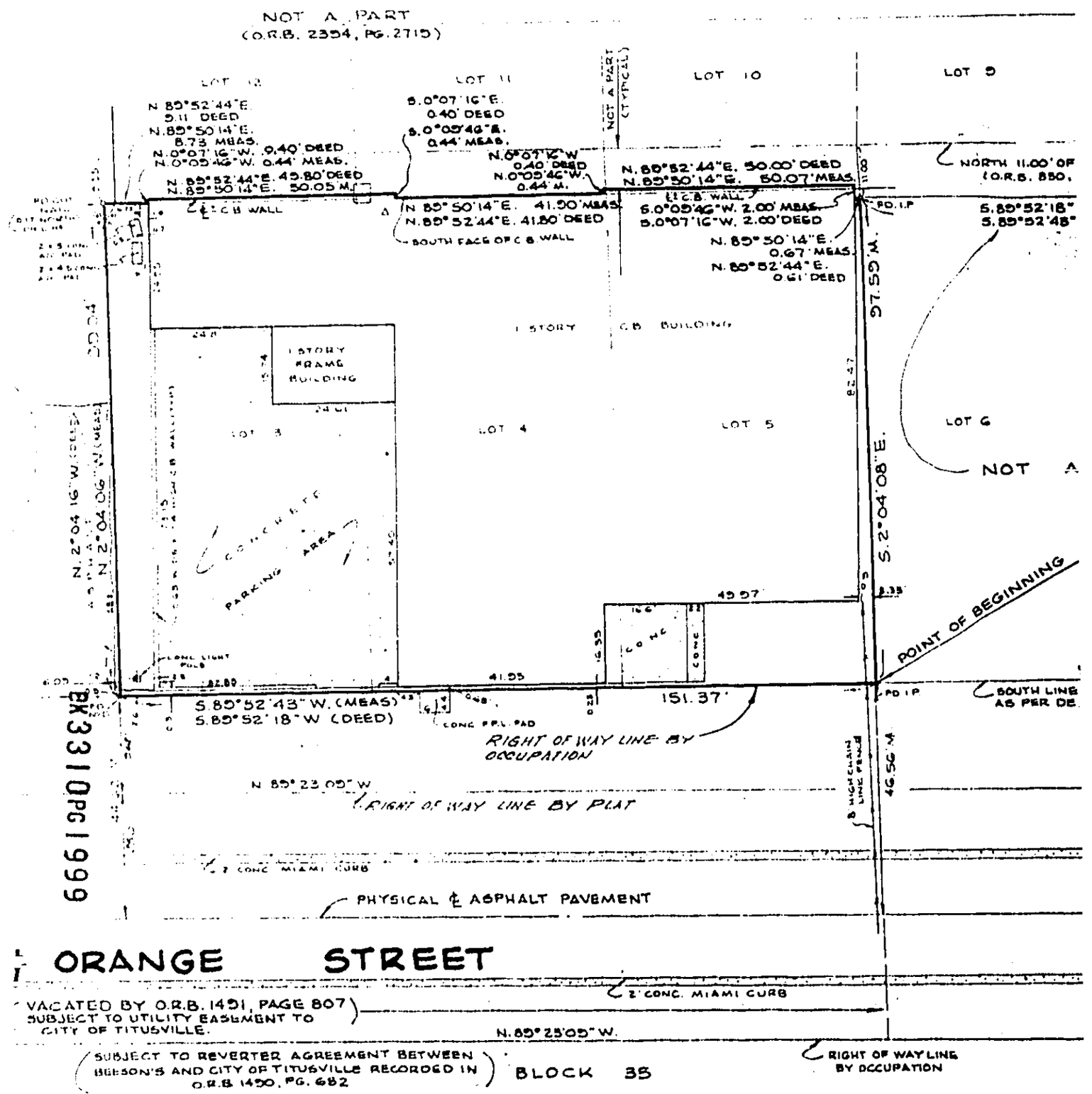
AILEEN W. LEACH
MY COMMISSION # CC 191784
EXPIRES: April 7, 1996
Bonded Thru Notary Public Underwriters

PREPARED BY & RETURN TO:
[illegible]
KNIGHT
[illegible] 1526
ORLANDO, FL 32802

mmw.lit\oreo.agr

SOUTH R/W LINE

(BLOCK 34)



ORANGE STREET

(VACATED BY O.R.B. 1491, PAGE 807 SUBJECT TO UTILITY EASEMENT TO CITY OF TITUSVILLE.)

2' CONC. MIAMI CURB

N. 89°23'05"W.

(SUBJECT TO REVERTER AGREEMENT BETWEEN BEESON'S AND CITY OF TITUSVILLE RECORDED IN O.R.B. 1490, PG. 682)

BLOCK 35

RIGHT OF WAY LINE BY OCCUPATION

BK3310PG1999

EXHIBIT "B"

RIONS	DATE: 12-18-92	CERTIFIED TO: FIRST UNION NATIONAL BANK
	ORDER NO. 18029	TREDER REALTY
	F.B. NO. 2100-27	O.R.E.O., INC.
	SCALE: 1"=20'	CHICAGO TITLE INSURANCE COMPANY
	DWG. NO. FF1223A-93	

BOUNDARY SURVEY OF

LEGAL DESCRIPTION:

A part of Lots 3, 4, and 5, Block 34, Park Addition to Titusville, as recorded in Plat Book 2, at page 12 of the Public Records of Brevard County, Florida, described as follows:

Commence at the northeast corner of Section 4, Township 22 South, Range 35 East, Brevard County, Florida; run thence S.89°52'43"W., along the north line of said Section 4 and along the centerline of State Road 406 (an 80' R/W), a distance of 50.03 feet; run thence S.2°04'12"E., along the east line of the aforesaid Block 34, a distance of 217.18 feet to the southeast corner of the aforesaid Block 34; thence S.89°52'43"W., along the south line of the aforesaid Block 34, a distance of 100.92 feet to the southeast corner of Lot 5 and the Point of Beginning of lands herein described; thence continue S.89°52'43"W., along the south line of Block 34, a distance of 151.37 feet to the southwest corner of Lot 3; thence N.2°04'06"W. along the west line of Lot 3, a distance of 99.04 feet; thence N.89°50'14"E., along the southerly edge of an existing 8" masonry wall and the westerly extension thereof, 8.73 feet, more or less, to a point on the westerly edge of an existing 8" masonry wall running north and south; thence N.0°09'46"W., along the northerly extension of said westerly edge, 0.44 feet, more or less, to a point on the centerline of said wall running east and west; thence N.89°50'14"E., along said centerline 50.05 feet, more or less, to a point on the northerly extension of the westerly edge of an existing 8" masonry wall running north and south; thence S.0°09'46"E., along said northerly extension, 0.44 feet, more or less, to a point on the southerly edge of the aforesaid wall running east and west; thence N.89°50'14"E., along said southerly edge 41.90 feet to a point on the easterly edge of an existing 8" masonry wall running north and south; thence N.0°09'46"W., along the northerly extension of said easterly edge 0.44 feet, more or less, to a point on the centerline of the aforesaid wall running east and west; thence N.89°50'14"E., along said centerline, 50.07 feet, to a point on the northerly extension of the easterly edge of an existing 8" masonry wall running north and south; thence S.0°09'46"E., along said easterly edge and northerly extension, 2.0 feet, more or less; thence N.89°50'14"E., 0.67 feet, more or less, to a point on the east line of the aforesaid Lot 5; thence S.2°04'08"E., along said east line, 97.59 feet to the Point of Beginning.

Containing 0.345 acres, more or less.

Subject to utility easement and exceptions as described in Official Record Book 2394, page 2718 of the Public Records of Brevard County, Florida, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

Together with an easement over and about the following described real property located in Brevard County, Florida, for the purposed of maintenance of utilities servicing the real property conveyed herein as such utilities exist as of the date hereof, to wit: Lots 3, 4, 5, 6, and 7, Block 34, Park Addition to Titusville, as recorded in Plat Book 2 at page 12, Public Records of Brevard County, Florida, less and except those portions of said lots conveyed by grantor to grantees herein.

EXHIBIT "A"

All of Lots 8, 9, 10, 11, and 12, Block 34, Park Addition to Titusville, as recorded in Plat Book 2, at page 12 of the Public Records of Brevard County, Florida; less and except right-of-way for State Road 406 (an 80' R/W); together with the north 11.0 feet of Lots 6 and 7 and a part of Lots 3, 4, and 5 of the aforesaid Block 34; being more particularly described as follows:
Commence at the northeast corner of Section 4, Township 22 South, Range 35 East, Brevard County, Florida; run thence S.89°52'18"W., along the north line of said Section 4 and along the centerline of State Road 406 (an 80' R/W), a distance of 50.03 feet; thence S.2°04'12"E., 40.02 feet to a point on the southerly right-of-way line of said State Road 406 and the Point of Beginning of the lands herein described; thence continue S.2°04'12"E., along the east line of the aforementioned Block 34, a distance of 79.57 feet to a point on the south line of the aforementioned north 11.0 feet of Lots 6 and 7; thence S.89°52'18"W., along said south line and the westerly extension thereof, 101.54 feet, more or less, to a point on the easterly edge of an existing 8" masonry wall running north and south; thence N.0°07'16"W., along said easterly edge, 2.0 feet, more or less, to the centerline of an existing 8" masonry wall running east and west; thence S.89°52'44"W., along said centerline, 50.0 feet; thence S.0°07'16"E., 0.4 feet more or less, to a point on the southerly edge of said 8" masonry wall running east and west; thence S.89°52'44"W., along said southerly edge 41.8 feet; thence N.0°07'16"W., 0.4 feet to a point on the centerline of said wall running east and west; thence S.89°52'44"W., along said centerline, 49.8, more or less, to a point on the northerly extension of the westerly edge of an existing 8" masonry wall running north and south; thence S.0°07'16"W., along said northerly extension, 0.4 feet, more or less, to a point on the southerly edge of the aforesaid wall running east and west; thence S.89°52'44"W., along said southerly edge and the westerly extension thereof, 9.11 feet, more or less, to a point on the west line of the aforementioned Lot 3; thence N.2°04'16"W., along said west line and along the west line of the aforementioned Lot 12, a distance of 77.95 feet to a point on the aforementioned southerly right-of-way line of State Road 406; thence N.89°52'18"E., along said right-of-way line, 252.20 feet to the Point of Beginning.

BK3310PG2000

LEGEND

CONC = Concrete	PROP. = Proposed
C = Calculated	P = Plat
C.B.S. = Concrete Block Stucco	P.C. = Point of Curvature
C.M. = Concrete Monument	P.C.P. = Permanent Control Point
C.M.P. = Corrugated Metal Pipe	P.R.M. = Permanent Reference Monument
COL. = Column	P.T. = Point of Tangency
COVD = Covered	P.U.&D. ESMT. = Public Utility & Drainage Easement
FD = Found	PVMT = Pavement
I.P. = Iron Pipe	SB = Setback
I.R. = Iron Rod	R.P. = Radius Point
M = Measured	TYP = Typical
N/D = Nail & Disk	℄ = Centerline
R/W = Right-of-way	D.H. = Drill Hole
RES = Residence	FIN. FL. ELEV. = Finish Floor Elevation

EXHIBIT "A"

SURVEYOR'S NOTES:

MEMORANDUM

August 7, 1974

TO: Planning and Zoning Commission

FROM: Planning Staff

SUBJECT: Street Closing - Orange Street

The City staff is in receipt of a petition from Mr. Gordon Beeson to close that portion of Orange Street between DeLeon Avenue and Brown Avenue. The right-of-way under consideration is located one block south of Garden Street directly behind Beeson's Appliance Store in the central portion of the City. As illustrated on the attached map, Mr. Beeson owns or has an option to purchase all of the property adjoining this portion of Orange Street except for Lots 6 and 7 of Block 34. A single family residence owned by Mary Carrow is located on these two lots. It should be noted that this house does front on DeLeon Avenue and that the residents of the house appear to utilize DeLeon for access to their parcel. The portion of Orange Street located west of the F.E.C. rail line provides access between Einig Avenue and Brown Avenue while the portion of Orange Street under consideration provides access between Brown Avenue and DeLeon Avenue. As noted on the attached map the Orange Street right-of-way located west of the F.E.C. rail line extends from Grannis Avenue to Einig Avenue. The right-of-way located between Robbins Avenue and Brown Avenue is unimproved. It should be noted that a portion of Orange Street located west of Einig Avenue and east of the F.E.C. rail line was vacated since Orange Street no longer provided access across the F.E.C. rail line.

Based upon a review of the right-of-way, it was determined that a sanitary sewer line, a storm sewer line, a two inch water line, two telephone lines, and a gas line are located underground within the right-of-way and that a power line is located above the ground within the right-of-way. The right-of-way has an asphalt pavement and sidewalks are located on both sides of the street. Regardless of the action taken, it will be necessary to retain access to the utility lines for maintenance and repair purposes. It should be noted that the Planning staff is in the process of taking traffic counts on Orange Street.

Analysis and Recommendation

The Planning staff recommends that the right-of-way be maintained by the City for the following reasons:

1) The facility provides access for vehicular traffic between Brown Avenue and DeLeon Avenue.

2) The City has invested a large sum of money in the developing of the right-of-way with pavement, sidewalks and underground utilities.

3) The right-of-way may someday be utilized to provide access to Lots 6 and 7 of Block 34 since these lots are not owned by Mr. Beeson.

JLQ:tss JLQ
Attachment

RESOLUTION NO. 56-1974

RESOLUTION VACATING, ABANDONING AND DISCONTINUING PUBLIC STREETS

WHEREAS, the legal owners of all the land abutting on the roads hereinafter described have filed a petition pursuant to statute, requesting the City Council of the City of Titusville to abandon and disclaim certain streets described as follows:

> That portion of Orange Street right-of-way west of DeLeon Avenue and south of Lots 1 through 5, Block 34, Park Addition in Section 4, Township 22 South, Range 35 East.

WHEREAS, the Resolution to consider the advisability of vacating, abandoning and discontinuing the public streets above described was duly adopted by this Council on the 13th day of August, 1974, and

WHEREAS, pursuant to said Resolution, public notice of the adoption of said Resolution was duly published in the Titusville Star Advocate on the 21st and 28th days of August, 1974, all as required by law; and,

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

NOW, THEREFORE, be it Resolved by the City Council of the City of Titusville, Brevard County, Florida, in session assembled that the above described streets be and they are hereby vacated, abandoned, discontinued and closed, except the City Council of the City of Titusville hereby reserves an easement for utility purposes over the above described property; and this Council does hereby renounce and disclaim any right of the City of Titusville, Brevard County, Florida, and the public in and to said lands any interest therein acquired by purchase, gift, devise, dedication or prescription for street, alleyway, road or highway purposes.

This resolution is subject to the execution of an easement for utility purposes being executed by the adjacent land owner, and further subject to the reverter agreement executed by the adjacent land owner and recorded in Official Record Book 1490, Page 682, Public Records of Brevard County, Florida.

This Resolution shall take effect immediately upon its passage.

PASSED and APPROVED this 10th day of September, 1974.

William E. Lacy
Mayor

ATTEST:

Margaret V. Cooper
City Clerk

Original filed in Contract 1974 file

REVERTER AGREEMENT

THIS AGREEMENT Made and entered into this 12th day of November, 1974, by and between BEESON'S AIR CONDITIONING, INC., hereinafter called "Beeson's", and the CITY OF TITUSVILLE, a municipal corporation, organized and existing under the laws of the State of Florida, located in Brevard County, hereinafter called "City".

W I T N E S S E T H:

WHEREAS, on the 10th day of September, 1974, the City Council of the City of Titusville adopted a Resolution No. 56-1974, vacating, abandoning and discontinuing certain public streets in the City of Titusville; and

WHEREAS, as a part of said Resolution, Beeson's agreed to execute an easement agreement for that portion of land vacated as a public street; and

WHEREAS, Beeson's has executed said Easement Agreement, which is recorded in Official Records Book 1488 at Page 998 of the Public Records of Brevard County, Florida; and

WHEREAS, as an additional condition and agreement of vacating and abandoning said street, Beeson's agreed that in the event either parcel lying North or South of the street being vacated was sold by Beeson's that in that event the land described as being vacated in Resolution No. 56-1974 shall revert back to the City and be dedicated as a public street, to-wit:

> That portion of the Orange Street right-of-way West of DeLeon Avenue and South of Lots 1 through 5, Block 34, PARK ADDITION in Section 4, Township 22 South, Range 35 East, Brevard County, Florida.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. That for and in consideration of the City adopting Resolution 56-1974, vacating, abandoning and discontinuing the aforedescribed property, located in the City of Titusville, Brevard County, Florida, Beeson's covenants and agrees that in the event either parcel presently owned by Beeson's on the North or South side of the aforedescribed property, formerly known as a portion of Orange Street, that in the event said condition occurs the above described property shall automatically revert to the City of Titusville, Florida, and be dedicated as a public street, and Resolution No. 56-1974 shall be null and void.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals by their corporate officers so authorized and their corporate seals affixed hereunto the day and year first above written.

Signed, sealed, and delivered in the presence of:

Diane A. Hudson

Irene L. Capps

(CORPORATE SEAL)

BEESON'S AIR CONDITIONING, INC.

By Gordon L. Beeson

Attest: [illegible] M. Kramer

Accepted:

CITY OF TITUSVILLE

By William E. Laing
William E. Laing, Mayor

Attest: Margaret Cooper
Margaret Cooper
City Clerk

AD#11563234 09/09/2025

9/9/25
gm

CITY OF TITUSVILLE
NOTICE OF VACATING, ABANDONING, AND DISCONTINUING PUBLIC STREETS

NOTICE is hereby given that the City Council of the City of Titusville, Brevard County, Florida will on the 23rd of September, 2025, in the Council Chamber on the second floor of City Hall, 555 S. Washington Avenue, Titusville, FL 32796, beginning at 6:30 p.m., consider and determine whether or not the City will vacate, abandon, or discontinue and close certain streets herein described and renounce and disclaim any right of said City 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, as submitted by Bruce A. Moia, P.E. MBV Engineering, Inc., applicant on behalf of Michael and Rosa Graue, and described as follows in **Right of Way Vacation Application No. 2-2025** and real property described below:

THAT PORTION OF ORANGE STREET RIGHT OF WAY WEST OF DELEON AVENUE AND SOUTH OF LOTS 3 THROUGH 7, BLOCK 34, PARK ADDITION IN SECTION 4, TOWNSHIP 22 SOUTH, RANGE 35 EAST.

PLEASE ALSO TAKE NOTICE the Planning and Zoning Commission will hold a public hearing on **Wednesday, September 17, 2025, beginning at 6:00 p.m.**, in the Council Chamber on the second floor of City Hall, located at 555 S. Washington Avenue, Titusville, FL 32796 to hear interested persons with regard to this matter for recommendation to City Council.

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council on this topic to properly noticed public hearings or to written communication to the City Clerk's Office.

Any person who decides to appeal a decision of the City Council or the Planning and Zoning Commission with respect to any matter considered at these meetings will need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made.

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 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,
Titusville, Florida 32796
Phone: (321) 567-3686, Fax: (321) 383-5704

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Conditional Use Permit Application No. 2-2025 Cold Spot Food Truck**

Department/Office: Planning

Recommended Action:
This item was withdrawn by the applicant.

Summary Explanation & Background:
The applicant is requesting a Conditional Use Permit (CUP) to allow up to four (4) mobile food dispensing vehicles (food trucks) at an existing drinking establishment located on a 0.56± acre property addressed at 4111 S. Hopkins Avenue. The property is currently zoned Indian River City Neighborhood – Commercial (IRCN-C). Food trucks are not a permitted use in the IRCN-C zoning district according to Sec. 28-145.1. – Mobile food dispensing vehicle; however, Sec. 28-21. – Indian River City Neighborhood zoning (f) provides the following: Any nonresidential use in the IRCN-C district not listed shall be considered by Conditional Use Permit. All nonresidential uses permitted by conditional use under this provision may have other requirements as approved by the City to protect the interests of surrounding properties.

Alternatives:

Item Budgeted:
NA

Source/Use of Funds/Budget Book Page:
NA

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Withdrawal Email Mr. Mount 10.08.2025 page1
2. Legal Ad

Parrish, Bradley

From: donn@hm2.com
Sent: Wednesday, October 8, 2025 9:09 AM
To: Parrish, Bradley
Cc: Galindo, Eddy; Wells, Wanda; Dargie, Laurie; Donhoff, Jolynn; Anderson, Christie
Subject: RE: Conditional Use Permit (CUP) 2-2025

Brad,

I concur.

Respectfully,
NBEC LLC

Donn Mount, MM

321-917-5603

From: Parrish, Bradley <Brad.Parrish@titusville.com>
Sent: Wednesday, October 8, 2025 8:33 AM
To: donn@hm2.com
Cc: Galindo, Eddy <eddy.galindo@titusville.com>; Wells, Wanda <wanda.wells@Titusville.com>; Dargie, Laurie <Laurie.Dargie@Titusville.com>; Donhoff, Jolynn <Jolynn.Donhoff@Titusville.com>; Anderson, Christie <Christie.Anderson@Titusville.com>
Subject: Conditional Use Permit (CUP) 2-2025

Mr. Donn Mount;
Thank you for taking my call this morning. Based on our conversation, my recommendation is to withdraw your application from the Planning and Zoning Commission (P&Z) and City Council agendas. This will give you and the City staff more time to work through issues and reschedule the hearings at a later date. Please note there is a cost to readvertise the application. The City will not require an additional application fee. **Please reply to this email if you concur.**
Also per your request is the appeal application attached to this email. The fee is $650, which will be refunded if the appeal is approved. Applications & Fees | Titusville, FL. The next BAA meeting is Monday, December 8th at 6pm.
Thank you and we'll see you on October 15th,

Brad Parrish, AICP
Community Development Director
555 South Washington Avenue
City of Titusville, FL 32796
Direct 321.567.3776
www.titusville.com

Florida's Space Coast
TOMORROW LAUNCHES HERE

10/01/2025
PI.

AD#11706377 10/1/2025

CITY OF TITUSVILLE
NOTICE OF PUBLIC HEARINGS

PLEASE TAKE NOTICE that the City Council of the City of Titusville will hold a public hearing on **Tuesday, October 14, 2025,** at a meeting commencing at **6:30 p.m.**, in the Council Chamber on the second floor of Titusville City Hall, 555 South Washington Avenue, Titusville, Florida 32796, to hear interested persons with regard to **Conditional Use Permit Application No. 2-2025** – City of Titusville Land Development Regulations (LDR) Section 28-21(d)f. - To allow mobile food dispensing vehicles, for property located in the Indian River City Neighborhood-Commercial (IRCN-C), located at 4111 S. Hopkins Avenue, Titusville, FL 32780, as submitted by Donn Mount, authorized representative of NBEC, LLC, Owner.

PLEASE ALSO TAKE NOTICE that on **Wednesday, October 8, 2025,** at a meeting commencing at **6:00 p.m.,** the Planning and Zoning Commission will hold a public hearing to hear interested persons with regard to these matters for recommendation to the City Council. This meeting and the public hearings will be held in the (in the) Council Chamber on the second floor of Titusville City Hall, 555 South Washington Avenue, Titusville, Florida 32796.

The proposed conditional use permit application may be inspected by the public in the City of Titusville Planning Department, 555 S. Washington Avenue, Titusville, FL 32796 during normal business hours, Monday through Friday (excluding holidays and weekends). All interested parties are hereby advised that they may appear at said meetings and public hearings and be heard with respect to the proposed conditional use permit application.

These matters are subject to the quasi-judicial rules of procedure. Interested parties should limit contact with the Planning and Zoning Commission and the City Council on this topic to properly noticed public hearings or to written communications to the City Clerk's Office.

Any person who decides to appeal any decision of the City Council or the Planning and Zoning Commission with respect to any matter being considered at these meetings will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

Wanda F. Wells, MMC, City Clerk,
City of Titusville,
555 South Washington Avenue,
Post Office Box 2806, Titusville,
Florida 32781-2806
Phone 321-567-3686 and Fax 321-383-5704

florida today

Public Notices

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Reviewed
10/01/2025
PJ.

AD#11706377 10/1/2025
CITY OF TITUSVILLE
NOTICE OF PUBLIC HEARINGS
PLEASE TAKE NOTICE that the City Council of the City of Titusville will hold a public hearing on Tuesday, October 14, 2025, at a meeting commencing at 6:30 p.m., in the Council Chamber on the second floor of Titusville City Hall, 555 South Washington Avenue, Titusville, Florida 32796, to hear interested persons with regard to Conditional Use Permit Application No. 2-2025 – City of Titusville Land Development Regulations (LDR) Section 28-21(d)f. - To allow mobile food dispensing vehicles, for property located in the Indian River City Neighborhood-Commercial (IRCN-C), located at 4111 S. Hopkins Avenue, Titusville, FL 32780, as submitted by Donn Mount, authorized representative of NBEC, LLC, Owner.
PLEASE ALSO TAKE NOTICE that on Wednesday, October 8, 2025, at a meeting commencing at 6:00 p.m., the Planning and Zoning Commission will hold a public hearing to hear interested persons with regard to these matters for recommendation to the City Council. This meeting and the public hearings will be held in the in the Council Chamber on the second floor of Titusville City Hall, 555 South Washington Avenue, Titusville, Florida 32796.
The proposed conditional use permit application may be inspected by the public in the City of Titusville Planning Department, 555 S. Washington Avenue, Titusville, FL 32796 during normal business hours, Monday through Friday (excluding holidays and weekends). All interested parties are hereby advised that they may appear at said meetings and public hearings and be heard with respect to the proposed conditional use permit application.
These matters are subject to the quasi-judicial rules of procedure. Interested parties should limit contact with the Planning and Zoning Commission and the City Council on this topic to properly noticed public hearings or to written communications to the City Clerk's Office.
Any person who decides to appeal any decision of the City Council or the Planning and Zoning Commission with respect to any matter being considered at these meetings will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
The City desires to accommodate persons with disabilities. Accordingly, any physically handicapped person, pursuant to Chapter 286.26 Florida Statutes, should, at least 48 hours prior to the meeting, submit a request that the physically handicapped person desires to attend the meeting to the City Clerk's Office.
Wanda F. Wells, MMC, City Clerk, City of Titusville,
555 South Washington Avenue, Post Office Box 2806, Titusville, Florida 32781-2806
Phone 321-567-3686 and Fax 321-383-5704

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Small Scale Amendment (SSA) Application No. 6-2025 - Annexation, Small Scale Comprehensive Plan Map Amendment, and Rezoning of Golden Knights Boulevard Industrial**

Department/Office: Planning

Recommended Action:

Conduct the first reading of ordinances for SSA No. 6-2025 to Annex, Small Scale Comprehensive Plan Map Amendment, and Rezone the property located at Golden Knights Boulevard.

Ordinance No. 32-2025 amending Section 7, Chapter 63-2001, Laws of Florida, special acts of 1963, by annexing certain property located south of Golden Knights Blvd and east of Tico Road having parcel id numbers: 23-35-02-01-*-90, and 23-35-02-01-*-77 to be included within the City limits; providing for severability; providing for repeal of conflicting ordinances and providing for an effective date. This is a legislative item.

Ordinance No. 33-2025 amending the Code of Ordinances by amending Ordinance No. 60-1988, which adopted the Comprehensive Plan of the City of Titusville, by amending the future land use map, by changing the land use designation on approximately 9.18+/- acres of property located south of Golden Knights Blvd and east of Tico Road, having Brevard County parcel id numbers 23-35-02-01-*-90, and 23-35-02-01-*-77, from the Industrial (Brevard County) future land use designation to the Industrial (City of Titusville) future land use designation; providing for severability; providing for repeal of conflicting ordinances; and providing for an effective date. This is a legislative item.

Ordinance No. 34-2025 Amending Ordinance No. 5-1993 of the City of Titusville, by amending the zoning map made a part of said ordinance by reference by changing the Light Industrial (IU) (Brevard County) zoning district to the Industrial (M-2) zoning district on approximately 9.18+/- acres of property located south of Golden Knights Blvd and east of Tico Road, having Brevard County parcel id numbers 23-35-02-01-*-90, and 23-35-02-01-*-77; providing for severability; providing for repeal of conflicting ordinances; and providing for an effective date. This is a quasi-judicial item.

The public hearing is scheduled for the regular City Council meeting on October 28,

2025, at 6:30 p.m.

At their regular meeting on October 8, 2025, the Planning and Zoning Commission, acting as the Local Planning Agency, recommended the following: (1) Approval of the annexation of 9.18+/- acres, 7-0; (2) Approval of the Comprehensive Plan Land Use Amendment from Industrial (Brevard County) to the City's Industrial Future Land Use designation, 7-0; and (3) approval of the rezoning from Light Industrial IU (Brevard County) to the City's Industrial (M-2) zoning district, 7-0.

Summary Explanation & Background:

The Applicant is requesting a voluntary annexation and Small-Scale Comprehensive Plan Amendment (SSA) with rezoning on 9.18+/- acres of land. The subject property is made up of two (2) parcels within Unincorporated Brevard County and is currently vacant. The property is situated south of Golden Knights Boulevard and east of Tico Road. The property has a FLU designation of Industrial (Brevard County) and is zoned Light Industrial IU (Brevard County). The intent of the request is to change both parcels to the city's Industrial future land use category and Industrial (M-2) zoning district. A concept plan was not provided as part of the request.

The Industrial future land use designation has a minimum floor area ratio (FAR) of 1.0, which will provide a buildout potential of approximately 399,880 sq. ft. Impacts on the surrounding area may be mitigated by performance standards described in the M-2 zoning district, including increased building setbacks that must be increased for each foot above 50 feet in height [Sec. 28-318]. In addition, the property is also located within an airport height notification zone and is required to obtain either a variance or approval from the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT) in order to allow structures or buildings over 25 feet in height [Sec. 29-144(b)]. This should ensure that buildings and structures maintain an appropriate and safe distance from the Space Coast Regional Airport and other adjacent properties. All developments must adhere to all other performance standards, such as the minimum landscape yard buffers, screening, lighting, and noise regulations.

Industrially zoned lands provide jobs and economic diversity; however, they are generally difficult to zone due to compatibility and nuisance impacts on surrounding areas. The proposed Industrial (M-2) zoning district allows more uses than the existing light industrial zoning (County). The city has the opportunity to add more flexibility to the allowable industrial and commercial uses, which will help facilitate the development of vacant and/or underutilized industrial property.

Alternatives:

Do not conduct the first reading of the ordinances.

Item Budgeted:

NA

Source/Use of Funds/Budget Book Page:
NA

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. Staff Report
2. ANX Application
3. SSA Application
4. REZ Application
5. Applicant Narrative
6. ANX Ordinance
7. FLU Ordinance
8. REZ Ordinance
9. Survey
10. Maps
11. Concurrency Assessment
12. Environmental Assessment Report - REDACTED

City of Titusville

Planning Department Staff Report

Annexation, Small Scale Comprehensive Plan Map Amendment, and Rezoning

SSA #6-2025 Golden Knights Boulevard Industrial

Meeting Dates:

Commission/Council	Meeting dates
Planning and Zoning Commission	October 8, 2025
City Council First Ordinance Reading	October 14, 2025
City Council Public Hearing	October 28, 2025

Prepared By: Christie Anderson, AICP, Senior Planner

Applicant(s): Jean Abi-Aoun, P.E. on behalf of Kennedy of Titusville

Applicant's Request: **ANX:** Annex 9.18+/- acres of property south of Golden Knights Boulevard and east of Tico Road having Parcel I.D.s: 23-35-02-01-*-90, and 23-35-02-01-*-77.

SSA: Amend the Comprehensive Plan Future Land Use Map by changing the future land use designation on 9.18+/- acres of property from the current Industrial (Brevard County) to Industrial (City of Titusville).

REZ: Amend the zoning map by changing the Light Industrial IU (Brevard County) zoning district to the Industrial (M-2) zoning district on 9.18+/- acres of property.

Staff Recommendation: **ANX:** Approve the annexation of 9.18+/- acres

SSA: Approve the comprehensive plan land use amendment from Industrial (Brevard County) to the City's Industrial future land use designation

REZ: Approve the rezoning from Light Industrial IU (Brevard County) to the City's Industrial (M-2) zoning district.

BACKGROUND INFORMATION

The Applicant is requesting a voluntary annexation and Small-Scale Comprehensive Plan Amendment (SSA) with rezoning on 9.18+/- acres of land. The subject property is made up of two (2) parcels within Unincorporated Brevard County and is currently vacant. The property is situated south of Golden Knights Boulevard and east of Tico Road. The property has a FLU designation of Industrial (Brevard County) and is zoned Light Industrial IU (Brevard County). The intent of the request is to change both parcels to the city's Industrial future land use category and Industrial (M-2) zoning district. A concept plan was not provided as part of the request.

The Industrial future land use designation has a minimum floor area ratio (FAR) of 1.0, which will provide a buildout potential of approximately 399,880 sq. ft. Impacts on the surrounding area may be mitigated by performance standards described in the M-2 zoning district, including increased building setbacks that must be increased for each foot above 50 feet in height [Sec. 28-318]. In addition, the property is also located within an airport height notification zone and is required to obtain either a variance or approval from the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT) in order to allow structures or buildings over 25 feet in height [Sec. 29-144(b)]. This should ensure that buildings and structures maintain an appropriate and safe distance from the Space Coast Regional Airport and other adjacent properties. All developments must adhere to all other performance standards, such as the minimum landscape yard buffers, screening, lighting, and noise regulations.

Industrially zoned lands provide jobs and economic diversity; however, they are generally difficult to zone due to compatibility and nuisance impacts on surrounding areas. The proposed Industrial (M-2) zoning district allows more uses than the existing light industrial zoning (County). The city has the opportunity to add more flexibility to the allowable industrial and commercial uses, which will help facilitate the development of vacant and/or underutilized industrial property.

The following is a general list of the permitted uses in the County's Light Industrial IU zoning district versus the City's Industrial M-2 zoning district.

Light Industrial IU (County)

- General retail commercial
- Retail, warehousing and wholesale commercial
- Contractors
- Industry
- Office research
- Transportation
- Trucking
- Assisted living facility
- Commercial entertainment and amusement enterprises (small scale)
- Power substations and transmission facilities
- Preexisting use
- Recovered materials processing facility
- Treatment and recovery facility

Industrial M-2 (City)

- Animal shelter
- Automobile repair
- Billboard (principal use)
- Car wash
- Lumber yard
- Outdoor storage
- Package and parcel delivery service
- Restaurants/caterers
- Screen printing shops
- Bakeries and confectioneries
- Bottling plants
- Building trades services
- Craft brewery/craft distillery
- Dry-cleaning plants, freight distribution
- Heavy manufacturing,
- Laboratory (research and testing)
- Light manufacturing,
- Machine shop
- Mechanical service and repair
- Production print shops, printing
- Engraving, retail or wholesale
- Sale of products manufactured on site
- Transportation facilities
- Warehousing/wholesale
- Welding, metal working, fabrication
- Airpark
- Airports
- Public utility
- Solar facility
- Vocational school
- Parks (public or non-profit)

PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Existing Use	Future Land Use	Zoning
Vacant	Industrial (Brevard County)	IU Industrial Light (Brevard County)

Proposed Use, Future Land Use, and Zoning

Proposed Use	Future Land Use	Zoning
Industrial	Industrial	Industrial (M-2)

SURROUNDING PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Location	Use	Future Land Use	Zoning
North	Titusville-Cocoa Airport Authority	Public/Semi-Public	Public (P)
South	Vacant Industrial Land	Industrial (Brevard County)	IU Industrial Light (Brevard County)
East	Vacant Industrial Land	Industrial	Industrial (M-2)
West	Titusville-Cocoa Airport Authority / Vacant Industrial Land	Public/Semi-Public / Industrial (Brevard County)	Public (P) / IU Industrial Light (Brevard County)

STAFF ANALYSIS

ANNEXATION

Florida Statutes Section 171.044 Voluntary Annexation: (1) The owner or owners of real property in an unincorporated area of a county, which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality. (5) Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.

> *Staff Comment: The subject property abuts property to the north, east, and west, which is currently within the Titusville City Limits; therefore, the subject property is contiguous to the City. The subject property also abuts property located within Brevard County's jurisdiction to the south and west. The total area of the subject property is 9.18+/- acres and is part of an existing 19+/- acre enclave. The approval of the annexation would reduce the area of the existing enclave.*

Comprehensive Plan Future Land Use Element [FLUE] Policy 1.7.2: In considering annexations, the City shall require the availability of essential public facilities and assess the level of service of the facilities to support urban development incorporating into the City of Titusville. As a minimum, the level of service standards set forth under Objective 1.5 of the Capital Improvements Element shall be maintained.

> *Staff Comment: The stated purpose of the annexation is to rezone the property in order to allow for the development of industrial uses with connection to City services. City utility services are available to serve the subject site. The City's concurrency assessment anticipates the development to generate an additional 1,625 ADT (Average Daily Trips) on the segment of US Hwy 1 (South Washington Ave) from Kings Hwy to SR405 (Columbia Boulevard). The increase will not exceed the standard level of service; however, a traffic study will be required to determine any necessary safety improvements.*

Code of Ordinances Section 21-1(a) "…If by reason of annexation laws, the property can be annexed and the city in its discretion desires to annex the property, the property owner shall submit an application for annexation and pay the required advertising and recording fees and the annexation will be processed in accordance with applicable regulations…"

Staff Comment: The City has the discretion to annex property.

COMPREHENSIVE PLAN AMENDMENT REVIEW

Future Land Use Map Amendment Sprawl Criteria

The following list is the review criteria under which the Planning and Zoning Commission and the City Council review applications as they relate to urban sprawl [Section 34-23 of the LDR].

Summary of Staff's findings

1. The extent to which the proposed amendment is contiguous to an existing development area which has developed in a manner providing a compact, contiguous development pattern with the proposed amendment;

   Staff Comment: The stated purpose of the annexation is to rezone the property in order to allow for the development of industrial uses with connection to City services. City utility services are available to serve the subject site. The City's concurrency assessment anticipates the development to generate an additional 1,625 ADT (Average Daily Trips) on the segment of US Hwy 1 (South Washington Ave) from Kings Hwy to SR405 (Columbia Boulevard). The increase will not exceed the level of standard service; however, a traffic study will be required to determine any safety improvements that may be necessary.

   The property is bounded by vacant industrial property and is located near the intersection of Golden Knights Boulevard and Tico Road. Adjacent property to the east is zoned Industrial (M-2), and to the south is zoned IU Industrial Light (Brevard County). The properties to the north and west are zoned Public (P) and are owned and operated by the Titusville-Cocoa Airport Authority and include the Space Coast Regional Airport. In order to ensure compatibility with new industrial uses, the City has established specific standards for development adjacent to the airports in Chapter 29 of the City Code by establishing Impact Overlay Airport Districts, which require additional regulations pertaining to height, runway protection, and noise impacts.

2. The extent to which population growth and development trends warrant an amendment, including an analysis of vested and approved but unbuilt development;

   Staff Comment: The land use amendment is requested to support non-residential use, which is not expected to generate additional population.

3. The extent to which adequate infrastructure to accommodate the proposed amendment exists, or is programmed and funded through an adopted capital improvement schedule, or will be privately financed through a binding executed agreement, or will otherwise be provided at the time of development impacts as required by law;

   Staff Comment: The stated purpose of the annexation is to rezone the property in order to allow for the development of industrial uses with connection to City services. City utility services are available to serve the subject site. The City's concurrency assessment anticipates the development to generate an additional 1,625 ADT (Average Daily Trips) on

the segment of US Hwy 1 (South Washington Ave) from Kings Hwy to SR405 (Columbia Boulevard). The increase will not exceed the level of standard service; however, a traffic study will be required to determine any safety improvements that may be necessary.

4. The extent to which the amendment will result in an efficient use of public funds needed for the provision of new infrastructure and services related to it;

   Staff Comment: Potable water and sewer infrastructure are available to serve the property, and no additional public funds will be necessary for the provision of new infrastructure.

5. The extent to which the amendment will not result in a sprawl development pattern as determined by Chapter 163, Florida Statutes, and will not discourage infilling of more appropriate areas available for development within existing Development Area Boundaries; and

   Staff Comment: The subject property is bounded by vacant industrial property and is located at the intersection of Golden Knights Boulevard and Tico Road. Adjacent property to the east is zoned Industrial (M-2), and to the south is zoned IU Industrial Light (Brevard County). The properties to the north and west are zoned Public (P) and are owned and operated by the Titusville-Cocoa Airport Authority and include the Space Coast Regional Airport. The amendment is unlikely to result in urban sprawl as defined in Chapter 163, which is characterized by a low density, automobile-dependent development pattern requiring the inefficient extension of public facilities. The predominant zoning districts in the area are industrial (M-2) and Public (P). The Public (P) zoning is associated with airport operations and aviation-related uses. The character of the area is primarily industrial in nature.

6. The extent to which the amendment will result in a sustainable development pattern through a balance of land uses that is internally interrelated, demonstrates an efficient use of land, ensures compatible development adjacent to agriculture lands, protects environmental qualities and characteristics, provides interconnectivity of roadways, supports the use of non-automobile modes of transportation, and appropriately addresses the infrastructure needs of the community.

   Staff Comment: The subject site is located at the intersection of Golden Knights Boulevard and Tico Road, both of which are local roadways. Water and sanitary sewer facilities are available to serve the site. The subject property has approximately 820 feet of frontage along Golden Knights Boulevard and approximately 315 feet of frontage along Tico Road. These roadways provide direct access to the Space Coast Regional Airport. The Space Coast Area Transit Bus Route #1 provides service within approximately half a mile of the subject property with a stop near the intersection of Harbor Palm Lane and South Washington Ave (U.S. Highway #1).

7. The extent to which the amendment results in positive market, economic and fiscal benefits of the area as demonstrated through a market demand analysis, economic impact analysis and fiscal impact analysis.

Staff Comment: There has been an increased desire for industrial property within the City. In general, industrial development is desirable within the city as it provides opportunities for employment and creates positive market impacts by generating additional products.

Consistency with the Comprehensive Plan

The following is an analysis of the consistency of the request with the City's Comprehensive Plan. The request for a Comprehensive Plan Amendment and rezoning is consistent with the Comprehensive Plan and more specifically with the following objectives and policies of the Comprehensive Plan.

FLUE Policy 1.8.1: Sites for industrial development shall be located with convenient access to the major transportation corridors, and should have access to air, water or rail transportation facilities. The major transportation corridors include such roadways as Interstate 95, U.S. Highway #1 and State Roads 405 and 407. Major air facilities are located at the Space Coast Regional Airport.

Staff Comment: The proposed Industrial future land use is in close proximity to vacant industrial land. The predominant land uses in the area are Industrial and Public/Semi-Public. The adjacent Public/Semi-Public land use is associated with airport operations and aviation-related uses. The character of the area is primarily industrial in nature. The proposed land use will provide additional City land available for industrial development along a major transportation corridor (U.S. Highway #1) with convenient access (approximately 1 mile) from State Road 405. The requested M-2 zoning district is consistent with the Industrial future land use designation identified in the Land Use/Zoning Matrix contained within LDR Chapter 27, Article IV, Sec. 27-21.

FLUE Policy 1.8.2: Industrial development sites shall be accessible to and/or provide essential public services at levels of service adopted by this Comprehensive Plan, including transportation, potable water, sewer collection/treatment/disposal, solid waste, drainage and recreation and open space.

Staff Comment: Potable water and sewer infrastructure are available to serve the property, and no additional public funds will be necessary for the provision of new infrastructure.

FLUE Policy 1.8.3: Industrial land use designations shall be clustered in limited areas for the purpose of maximizing employment centers and convenient access to labor supply, raw material sources and market areas. Industrial development shall be encouraged to be master planned to share infrastructure.

Staff Comment: The proposed Industrial future land use is in close proximity to vacant industrial land. The predominant land uses in the area are Industrial and Public/Semi-Public. The adjacent Public/Semi-Public land

use is associated with airport operations and aviation-related uses. The character of the area is primarily industrial in nature.

FLUE Policy 1.8.4: Negative impacts of industrial land uses on environmentally sensitive areas shall be minimized and/or mitigated. The Conservation Element objectives and policies shall be utilized in determining the appropriateness of industrial land uses designations, and the specific intensity of use authorized by the Land Development Regulations.

Staff Comment: The property is located within Flood Zone X (area of minimal flood hazard). A soils map is included in the agenda item for this request. According to the US Fish and Wildlife Service National Wetlands Inventory map tool accessed on September 24, 2025, there appears to be a small area (approximately 1.26 acres) of freshwater forested/shrub wetland on-site located near the northeast and southeast site boundaries. If wetlands are present, any impacts to wetlands require permitting through the St. Johns River Water Management District (SJRWMD) and the Florida Department of Environmental Protection (FDEP).

According to the applicant's environmental assessment report (dated May 7, 2025), one (1) potentially occupied gopher tortoise burrow was identified. "Prior to site construction, an updated 100% gopher tortoise survey will be required by the Florida Fish and Wildlife Conservation Commission (FWC) to confirm gopher tortoises occupy the property. The FWC provides three options for developers who have gopher tortoises on their property. These options include avoidance (i.e., 25-foot distance from construction), preservation of habitat, and off-site relocation. Other species which were not observed on the site but occur as commensal species of gopher tortoises, which include the eastern indigo snake, the Florida mouse, and the gopher frog. US Fish and Wildlife Service (USFWS) protective bald eagle buffer zone is 660 feet or less from a nest tree. The environmental report found there are no bald eagle nests within 660 feet of the site boundaries, and no developmental constraints are expected with respect to bald eagle nests.

FLUE Policy 1.8.5: Industrial land uses designations and accompanying proposals shall consider compatibility between industrial and surrounding land uses, including, but not limited to, intensity of use, hours of operation, heat, glare, smoke, fumes, noise, visual impacts, privacy factors and impacts on the microclimate.

Staff Comment: The proposed Industrial land use designation and the Industrial (M-2) zoning district are compatible with the existing industrial land use to the north, east, and south of the subject property. Golden Knight Boulevard provides primary access to the Space Coast Regional Airport; therefore, additional landscape buffer standards are required to ensure that industrial development is compatible with aviation-related uses and promotes an attractive gateway into the city and airport. The City's Land Development Regulations require properties zoned Industrial (M-2) abutting Golden Knights Boulevard to provide a fifty-foot buffer meeting the requirements of a Type E buffer as provided in Table 30-9, Landscape Yard

Standards, and the requirements of Section 30-339(h)- Visual buffer and screening requirements.

FLUE Policy 1.17.1: The following items shall be addressed in the analysis of the land use changes: Surrounding uses; Surrounding zoning; Acreage; Description of site; Soils and topography; Flood zone; Recharge potential; Traffic counts on adjacent streets; and Impact on adopted levels of service; Water supply availability.

Staff Comment: The amendment is consistent with the surrounding industrial land use and zoning. The preliminary concurrency assessment found that the segment of US Hwy 1 (South Washington Ave) from Kings Hwy to SR405 (Columbia Boulevard) has sufficient capacity at the maximum allowable buildout scenario to accommodate the additional anticipated volume. A traffic study will be required to determine any safety improvements that might be necessary. Maps depicting soils, flood hazard areas, location, etc. are provided within the agenda package. Surrounding land uses, description of the site, and concurrency issues are addressed in other areas of this report. The property is not within the Area of Critical Concern.

REZONING REVIEW

Zoning Review Criteria

Section 34-40 of the LDR lists the review criteria under which the Planning and Zoning Commission and the City Council review applications as they relate to **zoning**.

The following are staff's findings.

1. Comprehensive Plan Consistency Statement.

Staff Comment: The proposed rezoning to the M-2 zoning district is consistent with the proposed Industrial Future Land Use designation.

1.1. Public facilities are available and concurrent with the land use change per the Comprehensive Plan and Concurrency provisions of the LDRs.

Staff Comment: The property is located in the City's urban service area. City utility services are available to serve the subject site. The stated purpose of the annexation is to rezone the property in order to allow for the development of industrial uses with connection to City services. City utility services are available to serve the subject site. The City's concurrency assessment anticipates the development to generate an additional 1,625 ADT (Average Daily Trips) on the segment of US Hwy 1 (South Washington Ave) from Kings Hwy to SR405 (Columbia Boulevard). The increase will not exceed standard level of service; however, a traffic study will be required to determine any safety improvements that may be necessary.

Transportation impact.

Staff Comment: The proposed amendment has frontage along Golden Knights Boulevard and Tico Road, which are classified as local roadways pursuant to Sec. 9.3 of the Transportation Technical Manual. Using procedures published in the 11th Edition of the Institute of Traffic Engineers

(ITE) Trip Generation Manual, the proposed industrial use will generate 1,625 daily weekday trips. A traffic study will be required with the submittal of a site plan.

Solid Waste.

Staff Comment: Solid waste services are available to serve industrial development at the subject property.

1.2. Public streets are adequate to access the property.

Staff Comment: The proposed amendment has frontage along Golden Knights Boulevard and Tico Road, which are classified as local roadways pursuant to Sec. 9.3 of the Transportation Technical Manual. Using procedures published in the 11th Edition of the Institute of Traffic Engineers (ITE) Trip Generation Manual, the proposed industrial use will generate 1,625 daily weekday trips. The increase will not exceed the standard level of service. A traffic study will be required with the submittal of a site plan.

1.3. The land will support the proposed development.

Staff Comment: The property appears able to support the proposed development. The property is located within Flood Zone X (area of minimal flood hazard). There are a few small wetlands totaling 1.26 acres. A soils map is included in the agenda item for this request. The property is not within the Area of Critical Concern.

1.4. Environmental impact.

Staff Comment: The applicant's Environmental Assessment Report (dated May 7, 2025) indicated that the on-site upland land use type/vegetative community is classified as upland hardwood forest, and there were no wetland/surface water land use types/vegetative communities identified within the parcel boundaries during the assessment. The USFWS National Wetlands Inventory map identifies approximately 1.26 acres of wetlands near the northeast and southeast boundary. If wetlands are present, any impacts to wetlands require permitting through the SJRWMD and FDEP.

2. The existing zoning, if deemed consistent with the Comprehensive Plan, shall be presumed correct unless substantial change in the area has occurred since the original zoning.

Staff Comment: The subject property is currently zoned Light Industrial IU (Brevard County). The proposed M-2 zoning is in close proximity to other vacant industrial land. The predominant zoning in the area is M-2 and Public (P). The adjacent Public (P) zoning is associated with airport operations and aviation-related uses. The character of the area is primarily industrial in nature. The requested Industrial (M-2) zoning district is consistent with the Industrial future land use category under the Titusville Future Land Use/Zoning Consistency Matrix, outlined within LDR Section 27-21.

3. The density or intensity of the proposed rezoning and use shall be consistent with:

3.1. The development in the area;

Staff Comment: The area is largely undeveloped industrial land with the exception of the Space Coast Regional Airport which is located west of the subject property.

3.2. Not likely to cause a depreciation of property values in the area.

Staff Comment: The rezoning is unlikely to cause a depreciation of property values in the area. The industrial use is compatible with the adjacent land uses.

4. The application is consistent with zoning in the area.

Staff Comment: The predominant zoning in the area is M-2 and Public (P). The adjacent Public (P) zoning is associated with airport operations and aviation-related uses. The character of the area is primarily industrial in nature. The request to Industrial (M-2) is consistent with the surrounding zoning.

5. The application will protect the public health, safety, morals or welfare of the general public.

Staff Comment: Prior to development a traffic study will be required with a corresponding site plan to address any new safety improvements to intersections, surrounding roads, and turning movements, if any. Golden Knight Boulevard provides primary access to the Space Coast Regional Airport, and additional landscape buffer standards are required to ensure that industrial development is compatible with aviation-related uses and promotes an attractive gateway into the city and airport.

6. Whether the applicant has sufficiently protected adjacent land uses and zoning districts by adequate buffering and screening.

Staff Comment: The City's Land Development Regulations require properties zoned Industrial (M-2) abutting Golden Knights Boulevard to provide a fifty-foot buffer meeting the requirements of a Type E buffer as provided in Table 30-9, Landscape Yard Standards, and the requirements of Section 30-339(h)- Visual buffer and screening requirements. The remaining perimeter of the subject property will require a 10-foot, Type A landscape yard (buffer) between adjacent industrial uses and zoning.

7. Substantial reasons why the property cannot be used in the existing zoning district.

Staff Comment: The property is currently located in unincorporated Brevard County, and the applicant is requesting connections to the City's utility services. The City's land development regulations require property owners to apply for annexation when requesting City services if the property is eligible for annexation per Chapter 171 of the Florida Statutes.

COMMUNITY ENGAGEMENT MEETING, LDR SEC. 34-13

Staff Comment: A community engagement meeting was held by the applicant on August 18, 2025.

HIGHLIGHTS OF STAFF ANALYSIS FINDINGS:

1. *The annexation is consistent with the City's comprehensive plan and Chapter 171 of the Florida Statutes.*
2. *The future land use small scale map amendment is consistent with the City's comprehensive plan.*
3. *The proposed rezoning to the Industrial (M-2) zoning district is consistent with the proposed Industrial future land use category and the City's comprehensive plan.*
4. *There is adequate water and sewer service to serve the proposed facility.*

RECOMMENDATIONS:

Annexation

Approve the annexation of the 9.18+/- acre property having Brevard County Parcel ID numbers 23-35-02-01-*-90 and 23-35-02-01-*-77,

Comprehensive Plan Amendment

Approve the comprehensive plan future land use small scale map amendment from the Industrial (Brevard County) future land use designation to the City's Industrial future land use designation for the 9.18+/- acre property having Brevard County Parcel ID numbers 23-35-02-01-*-90 and 23-35-02-01-*-77.

Rezoning

Approve the rezoning from the Light Industrial IU (Brevard County) zoning district to the City's Industrial (M-2) zoning district for the 9.18+/- acre property having Brevard County Parcel ID numbers 23-35-02-01-*-90 and 23-35-02-01-*-77.

To be Completed by Staff
Application No. _____
Date Received: _____
Received by: _____

APPLICATION FOR ANNEXATION

Please submit electronically a completed application including required submittals to the Planning Department for payment and meeting scheduling. Chapter 34 of the Titusville Land Development Regulations contains the instructions for filing and the required exhibits. INCOMPLETE APPLICATIONS SHALL NOT BE ACCEPTED.

1. Project Information	Project Name Golden Knights Blvd. Industrial Site	Property Address/Location Description Golden Knights Blvd.
2. Applicant/ Owner	Name of Applicant/Contact Jean Abi-Aoun, P.E.	Name of Owner Kennedy of Titusville
	Street Address 5127 S. Orange Avenue, Suite 200	Street Address 1108 S. Washington Avenue
	City State Zip Orlando FL 32809	City State Zip Titusville FL 32780
	Telephone # 407-895-0324 Fax #	Telephone # 321-383-8464 Fax #
	E-Mail Address abiaoun.j@tandh.com	E-Mail Address mdstuart30@gmail.com
3. Applicant Status	☐ Owner ☐ Tenant ☑ Agent ☐ Other	
4. Parcel ID	23-35-02-01-*-90 & 23-35-02-01-*-77	**Tax Acct.** 3019544 & 2300402
5. Site Size (Attach Legal Description)	Acres: 9.18±	Square Feet: 399,718
6. Current Land Uses	Identify the land uses located on-site and adjacent to the subject site (identify "all" uses that touch property on each boundary), such as grocery store, citrus farm, office, single family residential, etc.: **SUBJECT SITE:** Vacant Industrial Land **NORTH:** Golden Knights Blvd. **SOUTH:** Vacant Industrial Land **EAST:** Vacant Industrial Land **WEST:** Tico Blvd.	
7. Current Designation	Future Land Use: IND (County)	Zoning: IU (County)
8. Proposed Designations	* Future Land Use: IND (City)	Zoning: M-2 (City)

9. Building Status	Existing Building(s) on the site? 0		New Building(s) proposed? 1	
10. Current Use	Vacant Industrial Land			
11. Check other applications submitted	Conditional Use ☐	Vacation of Easement ☐	Master Plan Approval ☐	*Future Land Use ☑
	Vacation of Right of Way ☐	Site Plan ☐	Subdivision/ Plat ☐	Rezoning ☑
12. Narrative	Please provide a brief description of the request and the proposed project: (Attach separate narrative page if necessary) See attached narrative letter.			

- **All applications shall require Planning Staff review prior to submittal.**
- All applications shall be submitted to the Planning Department electronically and officially logged in by 4:00 p.m. on deadline dates.
- Incomplete applications and applications without appropriate backup information/justification will not be accepted and will not be considered to be officially submitted until the appropriate information is submitted. Meeting dates for incomplete applications will not be set until all required information is submitted.
- Petitions requiring review from other boards or commissions prior to being forwarded to the Planning and Zoning Commission (P&Z)/City Council are not guaranteed placement on the schedule noted above.
- All meeting agendas will be posted on the City's web site and staff reports for the request can be obtained by contacting the Planning Department at 321-567-3782.
- Per Section 30-411(a) of the Concurrency Management System: "Rezoning applications and annexation requests may be approved; however, such approval shall be conditional in nature and shall not entitle the applicant to proceed with the development unless the public facilities are available concurrent with the impacts of development as provided in the City's Transportation Infrastructure Technical Manual…" (See Acknowledgement statement #5 below)

ACKNOWLEDGEMENT

1. I am the owner and/or legal representative of the owner of the property described, which is the subject of this application.
2. All answers to the questions in said application and all surveys and/or site plans and data attached to and made a part of this application are honest and true to the best of my knowledge and belief. By my signature below, I acknowledge that I have complied with all submittal requirements and that this request package is complete. I further understand that an incomplete application submittal may cause my application to be deferred.
3. Should this application be granted, I understand that any condition(s) imposed upon the granting of this request shall be binding to the owner, his heirs, and successors in title to possession of the subject property.
4. I understand that I must attend all applicable meetings and have been informed of the meeting date(s) and time(s). I understand that if I fail to appear at an applicable meeting, the appropriate Board or Commission may either table or deny the request.
5. I understand that my request if approved does not encumber provision of utility, road or other City infrastructure capacity. The analysis provided by staff of existing levels of service for public facilities and services in the vicinity of the parcel identified in this application is a non-binding analysis, and does not guarantee capacity will be available in the future or encumber/reserve capacity for any period of time.

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council, Board of Adjustment & Appeals, and Planning & Zoning Commission on this topic to properly noticed public hearings or to written communication to the City Clerk's Office, City of Titusville, P.O. Box 2806, Titusville, FL 32781

/s/ _____ 6/19/2025
(Signature*) (Date)

* *By entering your name in the "Signature" box above, you are signing this Application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Application. By entering your name in the "Signature" box above, you consent to be legally bound by this Application's terms and conditions.*

FOR OFFICE USE ONLY

DATE RECEIVED: _____

ACCEPTED BY: _____

PLANNING AND ZONING COMMISSION DATE & TIME: _____

CITY COUNCIL DATE & TIME: _____

CASE NUMBER:

SUBMITTAL CHECKLIST

Please fill out the following and submit the documents to the Planning Department electronically. Payment of fees does not ensure a favorable decision. Additional information may include documents initially waived at the pre-application meeting but subsequently determined necessary by staff.

1.	Complete Application, Preliminary Concurrency Assessment Application, and Fees	☑
2.	Warranty Deed	☑
3.	Notarized Owner Authorization Form (If applicable)	☑
4.	Legal Description using known benchmarks (from a certified survey)	☑
5.	Certified Survey (sealed and containing permanent reference points as described by Chapter 177, Florida Statutes, with bearings, distances and closures) in electronic PDF format	☑
6.	Conceptual Site Plan – **if not** included with a comprehensive plan application (minimum 24" x 36") in electronic PDF format.	☐
7.	Names and addresses of all property owners within 500 feet of the subject property. *Note: This listing is available from either the Brevard County Property Appraiser's Office or the City of Titusville Planning Department. Current charge for this service is $35.00.*	☑
8.	If the request involves a change to a higher density of residential use or from residential to non-residential, detail how surrounding neighbors will be contacted.	☐
9.	Pre-Application Meeting Held – Date: April 8, 2025 Staff in Attendance: Christina Anderson, Ashleigh Smith, Sandra Reller, Kyle Mack	☑

IF A CONCEPTUAL SITE/SUBDIVISION PLAN IS INCLUDED, THE FOLLOWING SHALL BE SUBMITTED:

1.	Electronic certified boundary survey depicting existing site features (wetlands, water bodies, topographic contours, existing structures).	☐
2.	The County's zoning and future land use maps.	☑
3.	Any proposed reservation or dedication of land for public purposes.	☐
4.	100-year Flood Zone for all sites outside the X floodplain.	☐
5.	Estimated build-out date.	☐

Applicant Signature* Date

/s/ 6/19/2025

* *By entering your name in the "Signature" box above, you are signing this Application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Application. By entering your name in the "Signature" box above, you consent to be legally bound by this Application's terms and conditions.*

Titusville
Gateway to Nature & Space

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

Please submit electronically a completed application including required submittals to the Planning Department for payment and meeting scheduling. Chapter 34 of the Titusville Land Development Regulations contains the instructions for filing and the required exhibits. INCOMPLETE APPLICATIONS SHALL NOT BE ACCEPTED.

1. Annexation	Does the request include an annexation?	☑ Yes ☐ No
2. Regular or Small Scale Amendment	Regular Amendment (CPA) Property **50 acres or greater** ☐	Small Scale Amendment (SSA) Property **less than 50 acres** ☑
3. Project Information	Project Name: Golden Knights Blvd. Industrial Site	Property Address/Location Description: Golden Knights Blvd
4. Applicant / Owner	Name of Applicant/Contact: Jean Abi-Aoun, P.E. Street Address: 5127 S Orange Avenue, Suite 200 City: Orlando State: FL Zip: 32809 Telephone #: 407-895-0324 Fax #: E-Mail Address: Abiaoun.j@tandh.com	Name of Owner: Kennedy of Titusville Street Address: 1108 S Washington Avenue City: Titusville State: FL Zip: 32780 Telephone #: 321-383-8464 Fax #: E-Mail Address: mdstuart30@gmail.com
5. Applicant Status	☐ Owner ☐ Tenant ☑ Agent ☐ Other	
6. Parcel ID	23-35-02-01-*-90 & 23-35-02-01-*-77	**Tax Acct.** 3019544 & 2300402
7. Site Size (Attach Legal Description)	Acres: 9.18±	Square Feet: 399,718
8. Current Land Uses	Identify the land uses located on-site and adjacent to the subject site (identify "all" uses that touch property on each boundary), such as grocery store, citrus farm, office, single family residential, etc.: **SUBJECT SITE:** Vacant Industrial Land **NORTH:** Golden Knights Blvd **SOUTH:** Vacant Industrial Land **EAST:** Vacant Industrial Land **WEST:** Tico Blvd.	

9. Current Designation	Future Land Use: IND (County)		Zoning: IU (County)	
10. Proposed Designations	Future Land Use: IND (City)		Zoning: M-2 (City)	
11. Subject Property	Current Use: Vacant Industrial Land		Proposed Use: Industrial	
12. Note any previous amendments on the site				
13. Check other applications submitted	Conditional Use ☐	Vacation of Easement ☐	Master Plan Approval ☐	Rezoning ☑
	Vacation of Right of Way ☐	Site Plan ☐	Subdivision/ Plat ☐	Other: Annexation
14. Narrative	Please provide a brief description of the request and the proposed project: (Attach separate narrative page if necessary) See attached narrative			

- **All applications shall require Community Development Staff review prior to submittal.**
- All applications shall be submitted to the Planning Department electronically and officially logged in by **end of business day**.
- Tentative hearing dates are scheduled approximately 4 months from the time a completed application is submitted.
- Incomplete applications will not be accepted and will not be considered to be officially submitted until the appropriate information and fees are submitted. Meeting dates for incomplete applications will not be set until all required information and fees are submitted.
- Petitions requiring review from other boards or commissions prior to being forwarded to the Planning and Zoning Commission and City Council are not guaranteed placement on the schedule noted above.
- All meeting agendas will be posted on the City's web site and staff reports for the request can be obtained by contacting the Planning Department at 321-567-3782.

ACKNOWLEDGEMENT

1. I am the owner and/or legal representative of the owner of the property described, which is the subject of this application.
2. All answers to the questions in said application and all surveys and/or site plans and data attached to and made a part of this application are honest and true to the best of my knowledge and belief. By my signature below, I acknowledge that I have complied with all submittal requirements and that this request package is complete. I further understand that an incomplete application submittal may cause my application to be deferred.
3. Should this application be granted, I understand that any condition(s) imposed upon the granting of this request shall be binding to the owner, his heirs, and successors in title to possession of the subject property.
4. I understand that I must attend all applicable meetings and have been informed of the meeting date(s) and time(s). I understand that if I fail to appear at an applicable meeting, the appropriate Board or Commission may either table or deny the request.
5. I understand that my request if approved does not encumber provision of utility, road or other City infrastructure capacity. The analysis provided by staff of existing levels of service for public facilities and services in the vicinity of the parcel identified in this application is a non-binding analysis, and does not guarantee capacity will be available in the future or encumber/reserve capacity for any period of time.
6. I understand that as the Applicant, I must hold a public meeting prior to the scheduling of any public hearings before the Planning and Zoning Commission or City Council for this item. Notices for this meeting must be sent to all property owners within 500 feet of the subject property.

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council, Board of Adjustment & Appeals, and Planning & Zoning Commission on this topic to properly noticed public hearings or to written communication to the City Clerk's Office, City of Titusville, P.O. Box 2806, Titusville, FL 32781

/s/ _____ 5/22/2025
(Signature*) (Date)

* *By entering your name in the "Signature" box above, you are signing this Application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Application. By entering your name in the "Signature" box above, you consent to be legally bound by this Application's terms and conditions.*

Date Received: _____

Accepted by: _____

Gateway to Nature & Space

SUBMITTAL CHECKLIST

(Development Review Procedures Manual Section 4)

Please fill out the following and submit the documents to the Planning Department electronically. Payment of fees does not ensure a favorable decision. Additional information may include documents initially waived at the pre-application meeting but subsequently determined necessary by staff.

1.	Complete Application and Fees	☑
2.	Warranty Deed	☑
3.	Notarized Owner Authorization Form (If applicable)	☑
4.	Legal Description (from a certified survey in Microsoft Word format)	☑
5.	Certified Survey (sealed and containing permanent reference points as described by Chapter 177, Florida Statutes, with bearings, distances and closures) in electronic PDF format.	☑
6.	Names, addresses and address labels for all property owners within 500 feet of the subject property. *Note: This listing is available from either the Brevard County Property Appraiser's Office or the City of Titusville Planning Department. Current charge for this service is $35.00.*	☑
7.	Additional site-specific data as necessary to describe any impacts to conservation / wetland areas, and other environmentally sensitive resources, including any mitigation efforts to be proposed or required by these regulations.	☐
8.	Traffic counts and Level of Service (LOS) on streets providing access to subject property may be required by the City. A determination of the needed information will be provided by the City prior to submittal of the request.	☐
9.	Pre-Application Meeting Held – Date: April 8, 2025 Staff in Attendance: Christine Anderson, Ashleigh Smith, Sandra Reller, Kyle Mack, Steve Adams, Kwabena "KB" Ofosu, Michael Shervington	☑
10.	Preliminary School Concurrency Determination Submitted. Contact Brevard County Public Schools, David Lindemann to receive this application for completion. Lindemann.David@BrevardSchools.org	☐
11.	Community Meeting per Ordinance 26-2019 – Tentative meeting date _____	☐
12.	Completed Concurrency Application	☑

Conceptual Site Plan Checklist (N/A)

(Development Review Procedures Manual Section 4)

In order to illustrate the proposed use of the property to be rezoned, the applicant is encouraged to submit a conceptual site plan in support of the proposal. If a conceptual site plan or developer's agreement is not provided with the application, the City shall review the application based on the most intensive land use and the maximum intensity and/or density within the zoning district requested within the application. If a conceptual site plan is submitted, the following information shall be provided:

1.	A vicinity map indicating the general location of the abutting streets and utilities.	☐
2.	General information regarding the existing site conditions and physical characteristics, adjacent community facilities and public utilities, and surrounding property conditions.	☐
3.	General description of the proposed development including the total acreage, the proposed number of buildings, or the number of units.	☐
4.	The location of existing buildings and structures including the dimensions.	☐
5.	The means of ingress and egress to the project.	☐
6.	General location and dimension of all existing and proposed parking and/or loading areas.	☐
7.	Information showing approximate location of all structures and major features, setbacks, distance between structures and property lines, floor areas, width of driveways, parking spaces, property or lot lines, percent of property or lot lines, percent of property coverage.	☐

CONCURRENCY

City of Titusville
Preliminary Concurrency Assessment

Project Name: Golden Knights Blvd. Industrial Site
Project Location: Golden Knights Blvd. Parcels 23-35-02-01-*-90 & 23-35-02-01-*-77
Submitted By: Jean Abi-Aoun Date: May 2, 2025
Company Name: Thomas & Hutton Email: abiaoun.j@tandh.com

Concurrency Assessment Requirements

1. Project Developer/Engineer: Jean Abi-aoun
   Address: 5127 S Orange Avenue
   Suite 200
   City: Orlando State: FL Zip: 32809
   Email: abiaoun.j@tandh.com Phone: 407-895-0324 Fax:
2. Property Owner: Kennedy of Titusville
   Address: 1108 S Washington Avenue
   City: Titusville State: FL Zip: 32780
   Email: mdstuart30@gmail.com Phone: 321-383-8464 Fax:
3. Size of proposed development (acres): 9.18±
4. Parcel ID Number: 23-35-02-01-*-90 & 23-35-02-01-*-77
5. Tax Account Number: 3019544 & 2300402
6. Name of Primary Access Point(s): Golden Knights Blvd
7. Name of Secondary Access Point(s):
8. Are there any existing structures or improvements on the site. Yes: ☐ No: ☑
   If yes please describe:
9. Proposed Use(s):
   Residential Uses ☐ Single Family Number of Lots: N/A
   ☐ Multi-family Number of Units: N/A
   No. of Buildings: N/A Bldg. Height: ____ (ft)

   Non-Residentail Use Use: Industrial Area: 333,718 (ft²)
   Use: Area: (ft²)
   Use: Area: (ft²)
   Use: Area: (ft²)

(For non-residential uses include type from list below with square footage of each type proposed.)

Medical Office	Retail Under 50,000GSF	Auto Repair	General Reacreation	College
Hospital	Retail 50,00 to 99,999 GSF	Car Wash	Day Care Center	Office Park
Veterinary Clinic	Retail 100,000 to 299,999 GSF	Convenience Market (24hr)	Church	Office under 10,000 GSF
Service Stations	Retail 300,000 to 499,999 GSF	Conenience Market w/gas & fast food	Movie Theater	Office over 10,000 GSF
New & Used Auto Sales	Retail over 500,000 GSF	Golf Course	School (Elementary)	Furniture Store
Manufactureing	Quality Restaurant	Racquet Club/Health Spa	School (Middle/Jr.)	Supermarket
Warehouse	Restaurant	Tennis Court	School (High)	Bank
Mini-Warehouse	Fast Food Restaurant w/Drive thru	Marina	Junior College	Bank w/Drive-In
General Industrial				

For uses not listed contact the Planning Department at (321) 567-3782.
Email completed application form to the City of Titusville Planning Department for evaluation/assessment.

Titusville
Gateway to Nature & Space

APPLICATION FOR REZONING (REZ) / PLANNED DEVELOPMENT (PD) / MASTER PLAN (MP)

Please submit electronically a completed application including to the Planning Department for payment and meeting scheduling. Chapter 34 of the Titusville Land Development Regulations contains the instructions for filing and the required exhibits. INCOMPLETE APPLICATIONS SHALL NOT BE ACCEPTED.

1. Project Information	Project Name: Golden Knights Blvd. Industrial Site	Property Address/Location Description: Golden Knights Blvd.
2. Type of Request	Rezoning (REZ) ☑	Planned Development (PD) ☐ Master Plan (MP) ☐
2. Applicant/ Owner	Name of Applicant/Contact: Jean Abi-Aoun	Name of Owner: Kennedy of Titusville
	Street Address: 5127 S Orange Avenue, Suite 200	Street Address: 1108 S Washington Avenue
	City: Orlando State: FL Zip: 32809	City: Titusville State: FL Zip: 32780
	Telephone #: 407-895-0324 Fax #:	Telephone #: 321-383-8464 Fax #:
	E-Mail Address: abiaoun.j@tandh.com	E-Mail Address: mdstuart30@gmail.com
3. Applicant Status	☐ Owner ☐ Tenant ☑ Agent ☐ Other	
4. Parcel ID	23-35-02-01-&-90 & 23-35-02-01-*-77	**Tax Acct.** 3019544 & 2300402
5. Site Size	Acres: 9.18±	Square Feet: 399,718
6. Current Land Uses	Identify the land uses located on-site and adjacent to the subject site (identify "all" uses that touch property on each boundary), such as grocery store, citrus farm, office, single family residential, etc.:	
	SUBJECT SITE: Vacant Industrial Land	
	NORTH: Golden Knights Blvd	
	SOUTH: Vacant Industrial Land	
	EAST: Vacant Industrial Land	
	WEST: Tico Blvd.	

7. Current Future Land Use Designation	Future Land Use: IND (County)			
8. Existing Zoning District	IU (County)			
9. Proposed Zoning District	M-2 (City)			
10. Building Status	Existing Building(s) on the site? 0	New Buildings Proposed? 0		
11. Note any previous rezonings on the site				
12. Check other applications submitted	Conditional Use ☐	Vacation of Easement ☐	Master Plan Approval ☐	Rezoning ☐
	Vacation of Right of Way ☐	Site Plan ☐	Subdivision/ Plat ☐	Other: Comprehensive Plan Amendment
13. Narrative	Please provide a brief description of your request and the proposed project: (Attach separate narrative page if necessary) See attached narrative			

- **All applications shall require Community Development Staff review prior to submittal.**
- All applications shall be submitted to the Planning Department electronically and officially logged in by **end of business day**.
- Tentative hearing dates are scheduled approximately 4 months from the time a completed application is submitted.
- Incomplete applications will not be accepted and will not be considered to be officially submitted until the appropriate information and fees are submitted. Meeting dates for incomplete applications will not be set until all required information and fees are submitted.
- Petitions requiring review from other boards or commissions prior to being forwarded to the Planning and Zoning Commission and City Council are not guaranteed placement on the originally scheduled date(s).
- All meeting agendas will be posted on the City's web site and staff reports for the request can be obtained by contacting the Planning Department at 321-567-3782.

ACKNOWLEDGEMENT

1. I am the owner and/or legal representative of the owner of the property described, which is the subject of this application.
2. All answers to the questions in said application and all surveys and/or site plans and data attached to and made a part of this application are honest and true to the best of my knowledge and belief. By my signature below, I acknowledge that I have complied with all submittal requirements and that this request package is complete. I further understand that an incomplete application submittal may cause my application to be deferred.
3. Should this application be granted, I understand that any condition(s) imposed upon the granting of this request shall be binding to the owner, his heirs, and successors in title to possession of the subject property.
4. I understand that I must attend all applicable meetings and have been informed of the meeting date(s) and time(s). I understand that if I fail to appear at an applicable meeting, the appropriate Board or Commission may either table or deny the request.
5. I understand that my request if approved does not encumber provision of utility, road or other City infrastructure capacity. The analysis provided by staff of existing levels of service for public facilities and services in the vicinity of the parcel identified in this application is a non-binding analysis, and does not guarantee capacity will be available in the future or encumber/reserve capacity for any period of time.
6. I understand that as the Applicant, I must hold a public meeting prior to the scheduling of any public hearings before the Planning and Zoning Commission or City Council for this item. Notices for this meeting must be sent to all property owners within 500 feet of the subject property.

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council, Board of Adjustment & Appeals, and Planning & Zoning Commission on this topic to properly noticed public hearings or to written communication to the City Clerk's Office, City of Titusville, P.O. Box 2806, Titusville, FL 32781

/s/ _____ 5/22/2025
(Signature*) (Date)

* *By entering your name in the "Signature" box above, you are signing this Application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Application. By entering your name in the "Signature" box above, you consent to be legally bound by this Application's terms and conditions.*

Date received: _____

Accepted by: _____

Gateway to Nature & Space

SUBMITTAL CHECKLIST

(Development Review Procedures Manual Section 5 and 6)

Please fill out the following and submit the documents to the Planning Department electronically. Payment of fees does not ensure a favorable decision. Additional information may include documents initially waived at the pre-application meeting but subsequently determined necessary by staff.

1.	Complete Application and Fees	☑
2.	Warranty Deed	☑
3.	Notarized Owner Authorization Form (If applicable)	☑
4.	Legal Description (from a certified survey in Microsoft Word format)	☑
5.	Certified Survey (sealed and containing permanent reference points as described by Chapter 177, Florida Statutes, with bearings, distances and closures) in electronic PDF format	☑
6.	Names, addresses and address labels for all property owners within 500 feet of the subject property. *Note: This listing is available from either the Brevard County Property Appraiser's Office or the City of Titusville Planning Department. Current charge for this service is $35.00.*	☑
7.	For **Planned Development and Master Plan** applications, a conceptual site plan (minimum 24" x 36") in electronic PDF format. See table below for requirements.	☐
8.	For **Planned Development and Master Plan** applications, a Planned Development Ordinance establishing the development standards for the Planned Development.	☐
9.	For **Master Plan** applications, a Unified Control Agreement pursuant to Sec. 34-54 of the Land Development Regulations.	☐
10.	Pre-Application Meeting Date: April 8, 2025 Staff in Attendance: Christine Anderson, Ashleigh Smith, Sandra Reller, Kyle Mack, Steve Adams, Kwabena "KB" Ofosu, Michael Shervington	☑
11.	Community Meeting per Ordinance 26-2019 – Tentative meeting date _____	☐
12.	Completed Concurrency Application	☑

Conceptual Site Plan Checklist (N/A)

(Development Review Procedures Manual Section 5 and 6)

THE CONCEPTUAL SITE PLAN SHALL INCLUDE THE FOLLOWING:

1.	All information required for a sketch plat. (if applicable)	☐
2.	Development plan identifying the location and acreage of each component and district of the project, including the location and placement of proposed land uses by type and density, density, layout of lots, open space designation, location of landscape buffer areas required by these regulations, recreational facilities, commercial uses, other permitted uses, off-street parking and loading locations and refuse collection locations.	☐
3.	Development plans showing access and buffer areas (both external and internal) to the development and how pedestrian and other non-motoring travel will be safely integrated.	☐
4.	Tabulations of acreage devoted to each use and total gross acreage of the project. These tabulations shall include acreage totals for each use, open space designations, recreation facilities, streets, parks, schools and other uses. Within these tabulations, information relative to the total number and type of residential units, the residential density for each type of unit, and the overall residential density of the project shall be provided.	☐
5.	An environmental component, including maps and analyses, which determine the effect of the proposed development upon the conservation/preservation of native habitat, wildlife, floodplains, recreation advantages wetlands and other natural resources.	☐
6.	Documentation as to the impact of the proposed development on the levels of service for roads, potable water, sanitary sewer, solid waste drainage, parks and any other public facilities and services. (Preliminary Concurrency Analysis)	☐
7.	A stormwater management plan with sufficient detail included to demonstrate that the proposed development can comply with the requirements of the Land Development Regulations.	☐
8.	The location of existing buildings and structures including the dimensions.	☐

CONCURRENCY

City of Titusville
Preliminary Concurrency Assessment

Project Name: Golden Knights Blvd. Industrial Site
Project Location: Golden Knights Blvd. Parcels 23-35-02-01-*-90 & 23-35-02-01-*-77
Submitted By: Jean Abi-Aoun Date: May 2. 2025
Company Name: Thomas & Hutton Email: abiaoun.j@tandh.com

Concurrency Assessment Requirements

1. Project Developer/Engineer: Jean Abi-Aoun
   Address: 5127 S Orange Ave. Suite 200
   City: Orlando State: FL Zip: 32809
   Email: abiaoun.j@tandh.com Phone: 407-895-0324 Fax:
2. Property Owner: Kennedy of Titusville
   Address: 1108 S Washington Avenue
   City: Titusville State: FL Zip: 32780
   Email: mdstuart30@gmail.com Phone: 321-383-8464 Fax:
3. Size of proposed development (acres): 9.18±
4. Parcel ID Number: 23-35-02-01-*-90 & 23-35-02-01-*-77
5. Tax Account Number: 3019544 & 2300402
6. Name of Primary Access Point(s): Golden Knights Blvd.
7. Name of Secondary Access Point(s):
8. Are there any existing structures or improvements on the site. Yes: ☐ No: ☑
   If yes please describe:
9. Proposed Use(s):
   Residential Uses ☐ Single Family Number of Lots: N/A
   ☐ Multi-family Number of Units: N/A
   No. of Buildings: N/A Bldg. Height: (ft)

   Non-Residentail Use Use: Industrial Area: 399,718 (ft²)
   Use: Area: (ft²)
   Use: Area: (ft²)
   Use: Area: (ft²)

(For non-residential uses include type from list below with square footage of each type proposed.)

Medical Office	Retail Under 50,000GSF	Auto Repair	General Reacreation	College
Hospital	Retail 50,00 to 99,999 GSF	Car Wash	Day Care Center	Office Park
Veterinary Clinic	Retail 100,000 to 299,999 GSF	Convenience Market (24hr)	Church	Office under 10,000 GSF
Service Stations	Retail 300,000 to 499,999 GSF	Conenience Market w/gas & fast food	Movie Theater	Office over 10,000 GSF
New & Used Auto Sales	Retail over 500,000 GSF	Golf Course	School (Elementary)	Furniture Store
Manufactureing	Quality Restaurant	Racquet Club/Health Spa	School (Middle/Jr.)	Supermarket
Warehouse	Restaurant	Tennis Court	School (High)	Bank
Mini-Warehouse	Fast Food Restaurant w/Drive thru	Marina	Junior College	Bank w/Drive-In
General Industrial				

For uses not listed contact the Planning Department at (321) 567-3782.
Email completed application form to the City of Titusville Planning Department for evaluation/assessment.

FEG FLORIDA ENGINEERING GROUP
now part of
THOMAS & HUTTON

May 22, 2025

Planning & Growth Management
City of Titusville
555 South Washington Avenue
Titusville, Florida 32781-2806

Re: Golden Knights Blvd. Industrial Site Narrative
Golden Knights Blvd., Titusville, Florida
Parcel IDs: 23-35-02-01-*-77 & 23-35-02-01-*-90

Dear: Planning & Growth Development Department

I am submitting this narrative to accompany the applications for annexation, rezoning, and a comprehensive plan amendment associated with an 8.9± acre site located off of Golden Knights Boulevard, just west of U.S. Highway 1. The property consists of two parcels (23-35-02-01-*-77 & 23-35-02-01-*-90) currently located in unincorporated Brevard County and is presently zoned IU (Light Industrial) under the County's jurisdiction.

We are proposing to annex the property into the City of Titusville and rezone it to the City's industrial M-2 district. This zoning classification is consistent with the intended use of the site. Golden Knights Blvd. mainly serves the Space Coast Regional Airport and has minor traffic on the road, which we will access in the future.

In conjunction with the annexation and rezoning, we are also requesting a comprehensive plan amendment to designate the property as IND (Industrial). This proposed land use designation complements the surrounding properties, which are characterized by industrial zoning and future land uses.

Respectfully,

THOMAS & HUTTON ENGINEERING CO.

Jean Abi-Aoun

Jean Abi-Aoun
(Civil Department Manager)

ORDINANCE NO. XX-2025

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING SECTION 7, CHAPTER 63-2001, LAWS OF FLORIDA, SPECIAL ACTS OF 1963, BY ANNEXING CERTAIN PROPERTY LOCATED SOUTH OF GOLDEN KNIGHTS BLVD AND EAST OF TICO ROAD HAVING PARCEL ID NUMBERS: 23-35-02-01-*-90, AND 23-35-02-01-*-77 TO BE INCLUDED WITHIN THE CITY LIMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jean Abi-Aoun, P.E. has submitted a petition for voluntary annexation on behalf of the property owner, Kennedy of Titusville, of the below described property pursuant to Chapter 171.044, *Florida Statutes*; and

WHEREAS, the City has found and determined that said annexation complies with Chapter 171, *Florida Statutes*, and applicable provisions of law; and

WHEREAS, the City desires to annex said property and to incorporate the same in the City limits of the City of Titusville.

BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA, as follows:

SECTION 1. That Section 7 of Chapter 63-2001, Laws of Florida, Special Acts of 1963, is amended, pursuant to Chapter 171.044, *Florida Statutes*, to include within the corporate limits of the City of Titusville, Florida, and to redefine the boundary lines of the City limits of the City of Titusville to include the following described property:

LEGAL DESCRIPTION:

PARCEL 1:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; THENCE N.00°20'50" E. ALONG THE EAST LINE OF SAID SECTION 2, 353.87 FEET; THENCE S.89°11'20" W, A DISTANCE OF 595.79 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF THE AIRPORT DITCH AS DESCRIBED IN DEED BOOK 267, PAGE 309, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N.00°20'50" E., 902.40 FEET; THENCE S.89°11'20" W., A DISTANCE OF 214.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°11'20" W., A DISTANCE OF 451.82 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TICO ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N.00°20'50" E., A DISTANCE OF 315.60 FEET; THENCE N.89°11'20" E., A DISTANCE OF 197.54 FEET; THENCE S.00°20'50" W., A DISTANCE OF 4.00 FEET; THENCE N.89°11'20" E., A DISTANCE OF 254.28 FEET; THENCE S.00°20'50" W., A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF THE PLOT OF BELLWOOD COLONY AS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL 2:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3625, PAGE 638 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 2 AND RUN N 00°20'50" E ALONG THE EAST LINE OF SAID SECTION 2, A, DISTANCE OF 353.87 FEET; THENCE S 89°11'20" W 595.79 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3625, PAGE 638; THENCE N 00°20'40" E ALONG THE EAST LINE OF SAID LANDS 303.91 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 303.85 FEET OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3625, PAGE 638 AND TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE S 89°11'20" W ALONG THE SAID NORTH LINE OF THE SOUTH 303.85 FEET OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3625, PAGE 638, A DISTANCE OF 215.00 FEET; THENCE N 00°20'40" E 910.09 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3625, PAGE 638; THENCE N 89°11'20" E ALONG SAID NORTH LINE 370.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE RUN ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3625, PAGE 638 FOR THE NEXT THREE COURSES: (1) S 00°20'40" W 400.00 FEET: (2) S 89°11'20" W 155.00 FEET; (3) S 00°20'40" W 510.09 FEET TO THE POINT OF BEGINNING.

A copy of the map showing the area to be annexed is attached hereto and made part hereof.

SECTION 2. SEVERABILITY. If any provisions of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

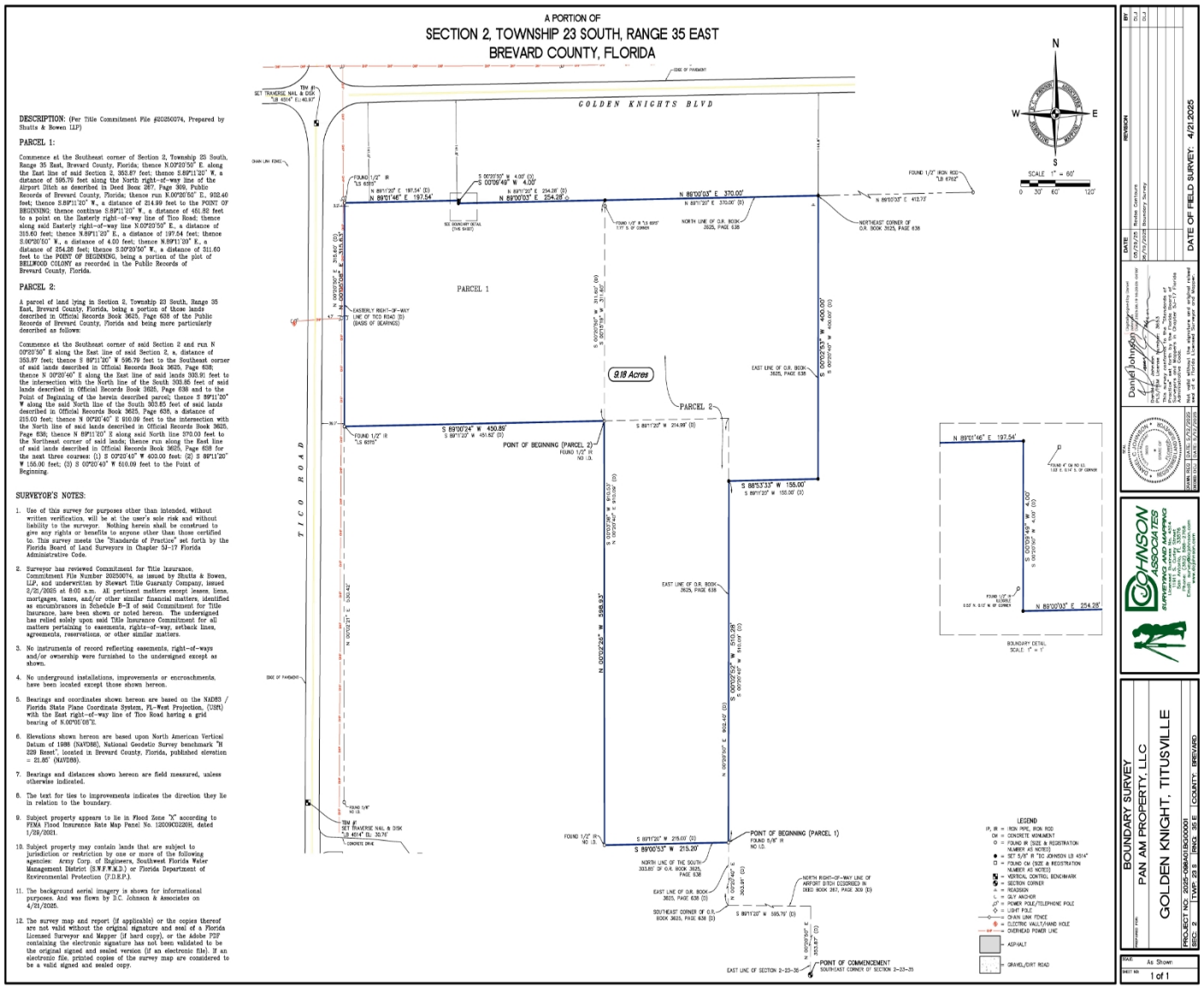
SECTION 4. EFFECTIVE DATE. This ordinance shall take effect immediately. However, the City of Titusville's Land Development Regulations Section 30-411 states such approval shall be conditional in nature and shall not entitle the applicant to proceed with the development unless the public facilities are available concurrent with the impacts of development.

PASSED AND ADOPTED this 28th day of October 2025.

_____
Andrew Connors, Mayor

ATTEST:

_____
Wanda F. Wells, City Clerk


A PORTION OF
SECTION 2, TOWNSHIP 23 SOUTH, RANGE 35 EAST
BREVARD COUNTY, FLORIDA
DESCRIPTION: (Per Title Commitment File #20250074, Prepared by Shutts & Bowen LLP)
PARCEL 1:
Commence at the Southeast corner of Section 2, Township 23 South, Range 35 East, Brevard County, Florida; thence N.00°20'50" E. along the East line of said Section 2, 353.87 feet; thence S.89°11'20" W. a distance of 595.79 feet along the North right-of-way line of the Airport Ditch as described in Deed Book 267, Page 309, Public Records of Brevard County, Florida; thence run N.00°20'50" E., 902.40 feet; thence S.89°11'20" W., a distance of 214.99 feet to the POINT OF BEGINNING; thence continue S.89°11'20" W., a distance of 451.82 feet to a point on the Easterly right-of-way line of Tico Road; thence along said Easterly right-of-way line N.00°20'50" E., a distance of 315.60 feet; thence N.89°11'20" E., a distance of 197.54 feet; thence S.00°20'50" W., a distance of 4.00 feet; thence N.89°11'20" E., a distance of 254.28 feet; thence S.00°20'50" W., a distance of 311.60 feet to the POINT OF BEGINNING, being a portion of the plat of HILLWOOD COLONY as recorded in the Public Records of Brevard County, Florida.
PARCEL 2:
A parcel of land lying in Section 2, Township 23 South, Range 35 East, Brevard County, Florida, being a portion of those lands described in Official Records Book 3625, Page 638 of the Public Records of Brevard County, Florida and being more particularly described as follows:
Commence at the Southeast corner of said Section 2 and run N 00°20'50" E along the East line of said Section 2, a, distance of 353.87 feet; thence S 89°11'20" W 596.79 feet to the Southeast corner of said lands described in Official Records Book 3625, Page 638; thence N 00°20'40" E along the East line of said lands 305.91 feet to the intersection with the North line of the South 305.85 feet of said lands described in Official Records Book 3625, Page 638 and to the Point of Beginning of the herein described parcel; thence S 89°11'20" W along the said North line of the South 305.85 feet of said lands described in Official Records Book 3625, Page 638, a distance of 315.60 feet; thence N 00°20'40" E 910.09 feet to the intersection with the North line of said lands described in Official Records Book 3625, Page 638; thence N 89°11'20" E along said North line 370.03 feet to the Northeast corner of said lands; thence run along the East line of said lands described in Official Records Book 3625, Page 638 for the next three courses: (1) S 0°23'43" W 400.00 feet; (2) S 89°11'20" W 155.00 feet; (3) S 0°20'40" W 610.09 feet to the Point of Beginning.
SURVEYOR'S NOTES:
1. Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing herein shall be construed to give any rights or benefits to anyone other than those certified to. This survey meets the "Standards of Practice" set forth by the Florida Board of Land Surveyors in Chapter 5J-17 Florida Administrative Code.
2. Surveyor has reviewed Commitment for Title Insurance, Commitment File Number 20250074, as issued by Shutts & Bowen, LLP, and underwritten by Stewart Title Guaranty Company, issued 2/21/2025 at 8:00 a.m. All pertinent matters except leases, liens, mortgages, taxes, and/or other similar financial matters, identified as encumbrances in Schedule B-II of said Commitment for Title Insurance, have been shown or noted hereon. The undersigned has relied solely upon said Title Insurance Commitment for all matters pertaining to easements, rights-of-way, setback lines, agreements, reservations, or other similar matters.
3. No instruments of record reflecting easements, right-of-ways and/or ownership were furnished to the undersigned except as shown.
4. No underground installations, improvements or encroachments, have been located except those shown hereon.
5. Bearings and coordinates shown hereon are based on the NAD83 / Florida State Plane Coordinate System, FL-West Projection, (US ft) with the East right-of-way line of Tico Road having a grid bearing of N.00°05'08"E.
6. Elevations shown hereon are based upon North American Vertical Datum of 1988 (NAVD88), National Geodetic Survey benchmark "H 229 Reset", located in Brevard County, Florida, published elevation = 21.85' (NAVD88).
7. Bearings and distances shown hereon are field measured, unless otherwise indicated.
8. The text for ties to improvements indicates the direction they lie in relation to the boundary.
9. Subject property appears to lie in Flood Zone "X" according to FEMA Final Insurance Rate Map Panel No. 12009C0226H, dated 1/29/2021.
10. Subject property may contain lands that are subject to jurisdiction or restriction by one or more of the following agencies: Army Corp. of Engineers, Southwest Florida Water Management District (S.W.F.W.M.D.) or Florida Department of Environmental Protection (F.D.E.P.).
11. The background aerial imagery is shown for informational purposes. And was flown by D.C. Johnson & Associates on 4/21/2025.
12. The survey map and report (if applicable) or the copies thereof are not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper (if hard copy), or the Adobe PDF containing the electronic signature has not been validated to be the original signed and sealed version (if an electronic file). If an electronic file, printed copies of the survey map are considered to be a valid signed and sealed copy.
GOLDEN KNIGHTS BLVD
TICO ROAD
PARCEL 1
PARCEL 2
9.18 Acres
POINT OF BEGINNING (PARCEL 2)
POINT OF BEGINNING (PARCEL 1)
POINT OF COMMENCEMENT
SOUTHEAST CORNER OF SECTION 2-23-35
EAST LINE OF SECTION 2-23-35
NORTHEAST CORNER OF O.R. BOOK 3625, PAGE 638
NORTH LINE OF O.R. BOOK 3625, PAGE 638
EAST LINE OF O.R. BOOK 3625, PAGE 638
SOUTHEAST CORNER OF O.R. BOOK 3625, PAGE 638 (D)
NORTH RIGHT-OF-WAY LINE OF AIRPORT DITCH DESCRIBED IN DEED BOOK 267, PAGE 309 (D)
EASTERLY RIGHT-OF-WAY LINE OF TICO ROAD (D) (BASIS OF BEARINGS)
SCALE 1" = 60'
BOUNDARY DETAIL
SCALE: 1" = 1'
LEGEND
IP, IR = IRON PIPE, IRON ROD
CM = CONCRETE MONUMENT
ASPHALT
GRAVEL/DIRT ROAD
BOUNDARY SURVEY
PAN AM PROPERTY, LLC
GOLDEN KNIGHT, TITUSVILLE
PROJECT NO: 2025-084A01B0000R1
SEC 2 | TWP 23 S | RGE 35 E | COUNTY: BREVARD
DATE OF FIELD SURVEY: 4/21/2025
JOHNSON ASSOCIATES
SURVEYING AND MAPPING
1161 S. Cocoa Blvd.
Cocoa, Florida 32922
(321) 639-4808
Email: dcjohnson@dcjohnson.com
www.dcjohnson.com
Daniel Johnson
Florida Professional Surveyor and Mapper
No. 6757
STATE OF FLORIDA
SCALE: As Shown
SHEET NO: 1 of 1

ORDINANCE NO. XX-2025

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING ORDINANCE NO. 60-1988, WHICH ADOPTED THE COMPREHENSIVE PLAN OF THE CITY OF TITUSVILLE, BY AMENDING THE FUTURE LAND USE MAP, BY CHANGING THE LAND USE DESIGNATION ON APPROXIMATELY 9.18+/- ACRES OF PROPERTY LOCATED SOUTH OF GOLDEN KNIGHTS BLVD AND EAST OF TICO ROAD, HAVING BREVARD COUNTY PARCEL ID NUMBERS 23-35-02-01-*-90, AND 23-35-02-01-*-77, FROM THE INDUSTRIAL (BREVARD COUNTY) FUTURE LAND USE DESIGNATION TO THE INDUSTRIAL (CITY OF TITUSVILLE) FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Titusville received applications for Comprehensive Plan Amendments from certain property owners; and

WHEREAS, a first and second public hearing has been held on the Comprehensive Plan Amendment before the Local Planning Agency and the local governing body and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis; and

WHEREAS, the plan amendment qualify as Small Scale Amendments pursuant to Chapter 163.3187 of *Florida Statutes*; and

WHEREAS, the City of Titusville, pursuant to Chapter 163, desires to amend its Comprehensive Plan adopted by Ordinance No. 60-1988; and

WHEREAS, the City of Titusville finds that said Small Scale Comprehensive Plan Amendment has been processed in accordance with the applicable law and desires to amend its Comprehensive Plan to change the land use classification on said property; and

WHEREAS, the City Council of the City of Titusville desires to amend its Future Land Use Map.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA, as follows:

SECTION 1: RECITALS. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference:

SECTION 2. LAND USE MAP AMENDMENT. The City Council of the City of Titusville, Florida hereby adopts Small Scale Amendment (SSA) No. 6-2025 and amends the Future Land Use Map by changing the land use designation on approximately 9.18+/-

acres of property described in Exhibit A located south of Golden Knights Blvd and east of Tico Road, identified by Brevard County Parcel ID numbers 23-35-02-01-*-90, and 23-35-02-01-*-77, from the Industrial (Brevard County) future land use designation to the Industrial (City of Titusville) future land use designation.

SECTION 3. SEVERABILITY. If any provisions of this Ordinance are for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. **EFFECTIVE DATE.** This ordinance shall take effect 31 days after adoption pursuant to Section 163.3187(5)(c) *Florida Statutes.*

PASSED AND ADOPTED this 28th day of October 2025.

_____
Andrew Connors, Mayor

ATTEST:

_____
Wanda F. Wells, City Clerk

Exhibit A

LEGAL DESCRIPTION:

PARCEL 1:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; THENCE N.00°20'50" E. ALONG THE EAST LINE OF SAID SECTION 2, 353.87 FEET; THENCE S.89°11'20" W, A DISTANCE OF 595.79 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF THE AIRPORT DITCH AS DESCRIBED IN DEED BOOK 267, PAGE 309, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N.00°20'50" E., 902.40 FEET; THENCE S.89°11'20" W., A DISTANCE OF 214.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°11'20" W., A DISTANCE OF 451.82 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TICO ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N.00°20'50" E., A DISTANCE OF 315.60 FEET; THENCE N.89°11'20" E., A DISTANCE OF 197.54 FEET; THENCE S.00°20'50" W., A DISTANCE OF 4.00 FEET; THENCE N.89°11'20" E., A DISTANCE OF 254.28 FEET; THENCE S.00°20'50" W., A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF THE PLOT OF BELLWOOD COLONY AS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL 2:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3625, PAGE 638 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 2 AND RUN N 00°20'50" E ALONG THE EAST LINE OF SAID SECTION 2, A, DISTANCE OF 353.87 FEET; THENCE S 89°11'20" W 595.79 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3625, PAGE 638; THENCE N 00°20'40" E ALONG THE EAST LINE OF SAID LANDS 303.91 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 303.85 FEET OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3625, PAGE 638 AND TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE S 89°11'20" W ALONG THE SAID NORTH LINE OF THE SOUTH 303.85 FEET OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3625, PAGE 638, A DISTANCE OF 215.00 FEET; THENCE N 00°20'40" E 910.09 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3625, PAGE 638; THENCE N 89°11'20" E ALONG SAID NORTH LINE 370.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE RUN ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3625, PAGE 638 FOR THE NEXT THREE COURSES: (1) S 00°20'40" W 400.00 FEET: (2) S 89°11'20" W 155.00 FEET; (3) S 00°20'40" W 510.09 FEET TO THE POINT OF BEGINNING.

ORDINANCE NO. XX-2025

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING ORDINANCE NO. 5-1993 OF THE CITY OF TITUSVILLE, BY AMENDING THE ZONING MAP MADE A PART OF SAID ORDINANCE BY REFERENCE BY CHANGING THE LIGHT INDUSTRIAL IU (BREVARD COUNTY) ZONING DISTRICT TO THE INDUSTRIAL (M-2) ZONING DISTRICT ON APPROXIMATELY 9.18+/- ACRES OF PROPERTY LOCATED SOUTH OF GOLDEN KNIGHTS BLVD AND EAST OF TICO ROAD, HAVING BREVARD COUNTY PARCEL ID NUMBERS 23-35-02-01-*-90, AND 23-35-02-01-*-77; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Titusville received an application for a rezoning from certain property owners; and

WHEREAS, a first and second public hearing has been held on the rezoning before the Local Planning Agency and the local governing body and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder consistent with the City's Land Development Regulations; and

WHEREAS, the City of Titusville finds that said rezoning has been processed in accordance with the applicable law and desires to amend its Zoning Map to change the zoning designation on said properties; and

WHEREAS, the City Council of the City of Titusville desires to amend its Zoning Map.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA as follows:

SECTION 1: **RECITALS.** The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2. **ZONING MAP AMENDMENT.** Ordinance No. 5-1993 is hereby amended by amending the Zoning Map of the City of Titusville, Florida, made a part of said Ordinance by reference, by designating the following property described in Exhibit A, presently Light Industrial IU (Brevard County) to the Industrial (M-2) zoning district (City of Titusville).

SECTION 3. 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 4. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. **EFFECTIVE DATE.** This ordinance shall take effect simultaneously with the effective date of Small Scale Amendment (SSA) No. 6-2025 contained in Ordinance XX-2025.

PASSED AND ADOPTED this 28th day of October 2025.

_____
Andrew Connors, Mayor

ATTEST:

_____
Wanda F. Wells, City Clerk

Exhibit A

PARCEL 1:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; THENCE N.00°20'50" E. ALONG THE EAST LINE OF SAID SECTION 2, 353.87 FEET; THENCE S.89°11'20" W, A DISTANCE OF 595.79 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF THE AIRPORT DITCH AS DESCRIBED IN DEED BOOK 267, PAGE 309, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N.00°20'50" E., 902.40 FEET; THENCE S.89°11'20" W., A DISTANCE OF 214.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°11'20" W., A DISTANCE OF 451.82 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TICO ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N.00°20'50" E., A DISTANCE OF 315.60 FEET; THENCE N.89°11'20" E., A DISTANCE OF 197.54 FEET; THENCE S.00°20'50" W., A DISTANCE OF 4.00 FEET; THENCE N.89°11'20" E., A DISTANCE OF 254.28 FEET; THENCE S.00°20'50" W., A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF THE PLOT OF BELLWOOD COLONY AS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL 2:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3625, PAGE 638 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 2 AND RUN N 00°20'50" E ALONG THE EAST LINE OF SAID SECTION 2, A, DISTANCE OF 353.87 FEET; THENCE S 89°11'20" W 595.79 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3625, PAGE 638; THENCE N 00°20'40" E ALONG THE EAST LINE OF SAID LANDS 303.91 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 303.85 FEET OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3625, PAGE 638 AND TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE S 89°11'20" W ALONG THE SAID NORTH LINE OF THE SOUTH 303.85 FEET OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3625, PAGE 638, A DISTANCE OF 215.00 FEET; THENCE N 00°20'40" E 910.09 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3625, PAGE 638; THENCE N 89°11'20" E ALONG SAID NORTH LINE 370.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE RUN ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3625, PAGE 638 FOR THE NEXT THREE COURSES: (1) S 00°20'40" W 400.00 FEET: (2) S 89°11'20" W 155.00 FEET; (3) S 00°20'40" W 510.09 FEET TO THE POINT OF BEGINNING.

A PORTION OF

SECTION 2, TOWNSHIP 23 SOUTH, RANGE 35 EAST
BREVARD COUNTY, FLORIDA

DESCRIPTION: (Per Title Commitment File #20250074, Prepared by Shutts & Bowen LLP)

PARCEL 1:

Commence at the Southeast corner of Section 2, Township 23 South, Range 35 East, Brevard County, Florida; thence N.00°20'50" E. along the East line of said Section 2, 353.87 feet; thence S.89°11'20" W, a distance of 595.79 feet along the North right-of-way line of the Airport Ditch as described in Deed Book 267, Page 309, Public Records of Brevard County, Florida; thence run N.00°20'50" E., 902.40 feet; thence S.89°11'20" W., a distance of 214.99 feet to the POINT OF BEGINNING; thence continue S.89°11'20" W., a distance of 451.82 feet to a point on the Easterly right-of-way line of Tico Road; thence along said Easterly right-of-way line N.00°20'50" E., a distance of 315.60 feet; thence N.89°11'20" E., a distance of 197.54 feet; thence S.00°20'50" W., a distance of 4.00 feet; thence N.89°11'20" E., a distance of 254.28 feet; thence S.00°20'50" W., a distance of 311.60 feet to the POINT OF BEGINNING, being a portion of the plot of BELLWOOD COLONY as recorded in the Public Records of Brevard County, Florida.

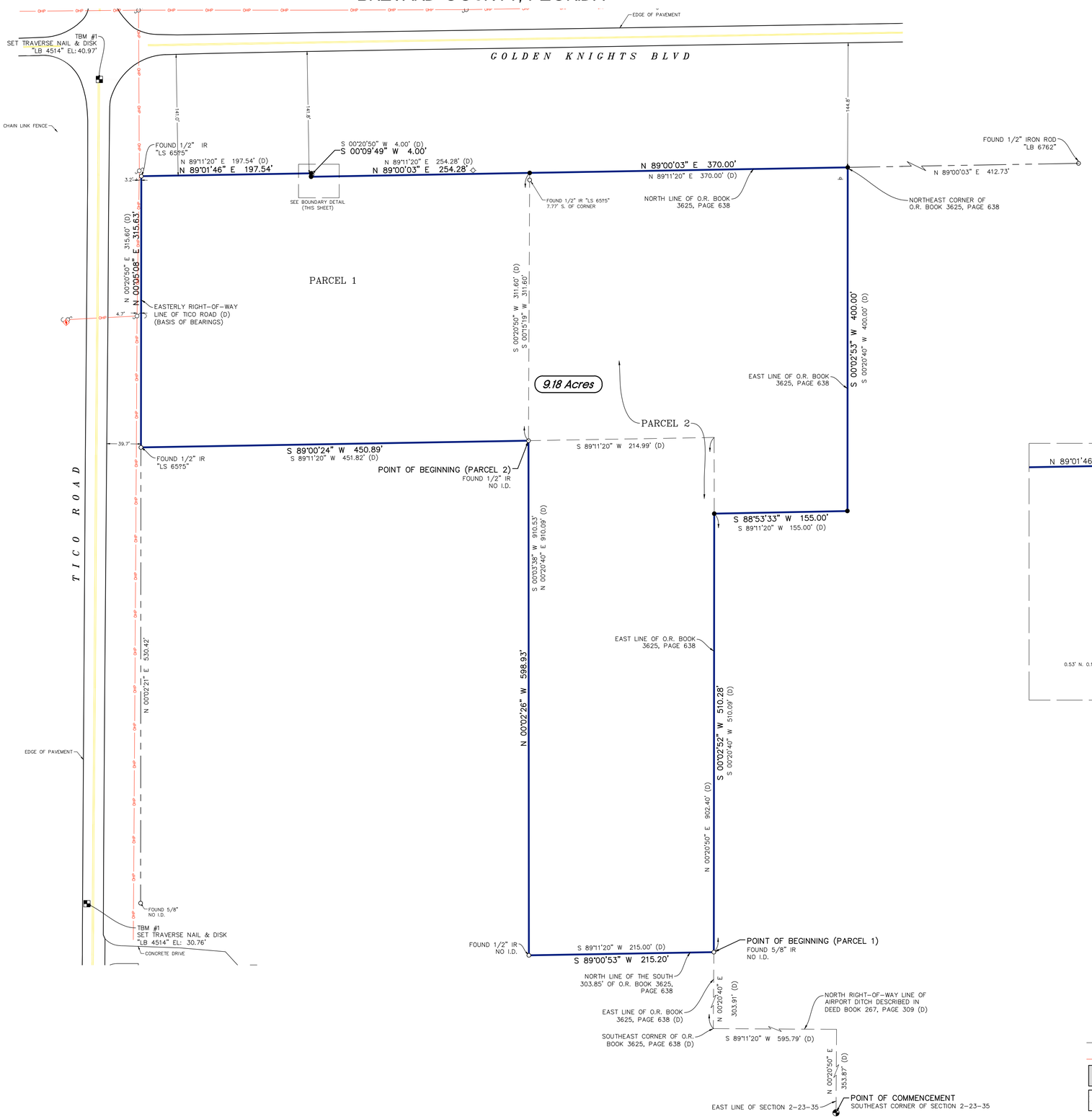
PARCEL 2:

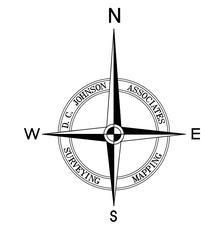
A parcel of land lying in Section 2, Township 23 South, Range 35 East, Brevard County, Florida, being a portion of those lands described in Official Records Book 3625, Page 638 of the Public Records of Brevard County, Florida and being more particularly described as follows:

Commence at the Southeast corner of said Section 2 and run N 00°20'50" E along the East line of said Section 2, a, distance of 353.87 feet; thence S 89°11'20" W 595.79 feet to the Southeast corner of said lands described in Official Records Book 3625, Page 638; thence N 00°20'40" E along the East line of said lands 303.91 feet to the intersection with the North line of the South 303.85 feet of said lands described in Official Records Book 3625, Page 638 and to the Point of Beginning of the herein described parcel; thence S 89°11'20" W along the said North line of the South 303.85 feet of said lands described in Official Records Book 3625, Page 638, a distance of 215.00 feet; thence N 00°20'40" E 910.09 feet to the intersection with the North line of said lands described in Official Records Book 3625, Page 638; thence N 89°11'20" E along said North line 370.00 feet to the Northeast corner of said lands; thence run along the East line of said lands described in Official Records Book 3625, Page 638 for the next three courses: (1) S 00°20'40" W 400.00 feet: (2) S 89°11'20" W 155.00 feet; (3) S 00°20'40" W 510.09 feet to the Point of Beginning.

SURVEYOR'S NOTES:

1. Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing herein shall be construed to give any rights or benefits to anyone other than those certified to. This survey meets the "Standards of Practice" set forth by the Florida Board of Land Surveyors in Chapter 5J-17 Florida Administrative Code.
2. Surveyor has reviewed Commitment for Title Insurance, Commitment File Number 20250074, as issued by Shutts & Bowen, LLP, and underwritten by Stewart Title Guaranty Company, issued 2/21/2025 at 8:00 a.m. All pertinent matters except leases, liens, mortgages, taxes, and/or other similar financial matters, identified as encumbrances in Schedule B-II of said Commitment for Title Insurance, have been shown or noted hereon. The undersigned has relied solely upon said Title Insurance Commitment for all matters pertaining to easements, rights-of-way, setback lines, agreements, reservations, or other similar matters.
3. No instruments of record reflecting easements, right-of-ways and/or ownership were furnished to the undersigned except as shown.
4. No underground installations, improvements or encroachments, have been located except those shown hereon.
5. Bearings and coordinates shown hereon are based on the NAD83 / Florida State Plane Coordinate System, FL-West Projection, (USft) with the East right-of-way line of Tico Road having a grid bearing of N.00°05'08"E.
6. Elevations shown hereon are based upon North American Vertical Datum of 1988 (NAVD88), National Geodetic Survey benchmark "H 229 Reset", located in Brevard County, Florida, published elevation = 21.85' (NAVD88).
7. Bearings and distances shown hereon are field measured, unless otherwise indicated.
8. The text for ties to improvements indicates the direction they lie in relation to the boundary.
9. Subject property appears to lie in Flood Zone "X" according to FEMA Flood Insurance Rate Map Panel No. 12009C0220H, dated 1/29/2021.
10. Subject property may contain lands that are subject to jurisdiction or restriction by one or more of the following agencies: Army Corp. of Engineers, Southwest Florida Water Management District (S.W.F.W.M.D.) or Florida Department of Environmental Protection (F.D.E.P.).
11. The background aerial imagery is shown for informational purposes. And was flown by D.C. Johnson & Associates on 4/21/2025.
12. The survey map and report (if applicable) or the copies thereof are not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper (if hard copy), or the Adobe PDF containing the electronic signature has not been validated to be the original signed and sealed version (if an electronic file). If an electronic file, printed copies of the survey map are considered to be a valid signed and sealed copy.





LEGEND

IP, IR	= IRON PIPE, IRON ROD
CM	= CONCRETE MONUMENT
○	= FOUND IR (SIZE & REGISTRATION NUMBER AS NOTED)
●	= SET 5/8" IR "DC JOHNSON LB 4514"
□	= FOUND CM (SIZE & REGISTRATION NUMBER AS NOTED)
	= VERTICAL CONTROL BENCHMARK
	= SECTION CORNER
	= ROADSIGN
	= GUY ANCHOR
	= POWER POLE/TELEPHONE POLE
	= LIGHT POLE
	= CHAIN LINK FENCE
	= ELECTRIC VAULT/HAND HOLE
OHP	= OVERHEAD POWER LINE
	= ASPHALT
	= GRAVEL/DIRT ROAD

REVISION	DATE	BY
Revise Contours	05/29/25	DLJ
Boundary Survey	06/19/2025	DLJ

DATE OF FIELD SURVEY: 4/21/2025

Digitally signed by Daniel Johnson
Date: 2025.06.19 16:26:05 -04'00'

Daniel Johnson
PLS/PSM License Number: 3653

This survey conforms to the "Standards of Practice" set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code.

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

SEAL: DANIEL CHRISTOPHER JOHNSON LICENSE NUMBER 3653 STATE OF FLORIDA REGISTERED SURVEYOR AND MAPPER

SURVEY REG: DATE: 5/12/2025
DRAWN: DCJ DATE: 5/12/2025

D.C. JOHNSON ASSOCIATES
SURVEYING AND MAPPING
Licensed Business No. 4514
1115 E. Cromwell Street
San Antonio, FL 33576
Phone: (352) 588-2768
Email: dcjohnson@dcjohnson.com
www.dcjohnson.com

BOUNDARY SURVEY

PAN AM PROPERTY, LLC

PREPARED FOR:

GOLDEN KNIGHT, TITUSVILLE

PROJECT NO: 2025-098A01BG00001 | COUNTY: BREVARD
SEC: 2 | TWP: 23 S | RNG: 35 E

SCALE: As Shown
SHEET NO: 1 of 1

Aerial 2024

SSA #6-2025

0 500 1,000 2,000 Feet

Community Development Department

Aerial photography provided by the Brevard County Property Appraiser's Office

7/9/2025

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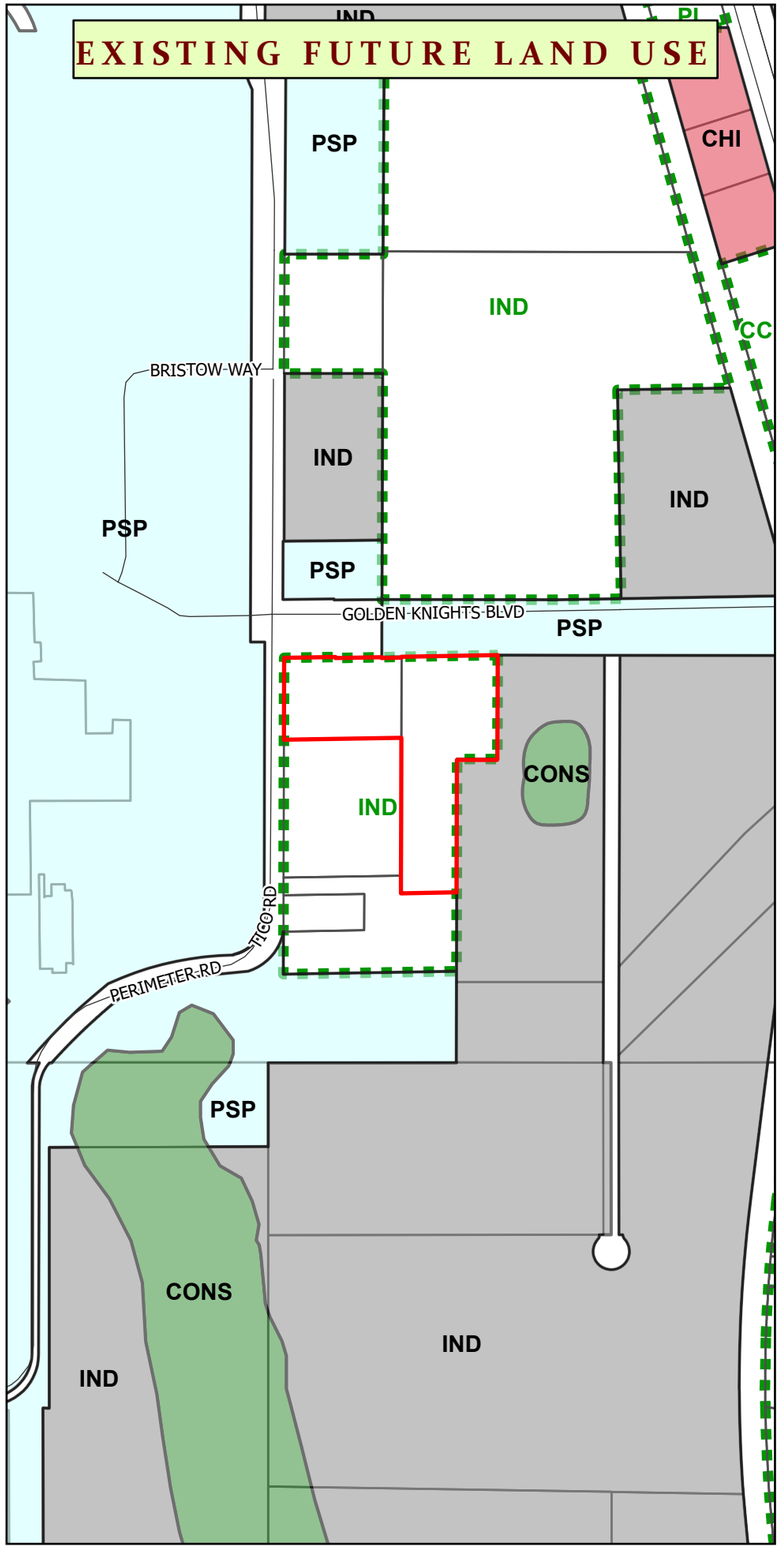
SSA #6-2025

EXISTING FUTURE LAND USE



EXISTING FLU ACREAGE (COUNTY)

IND: +/- 9.18 AC

N W E S

PROPOSED FLU ACREAGE (CITY)

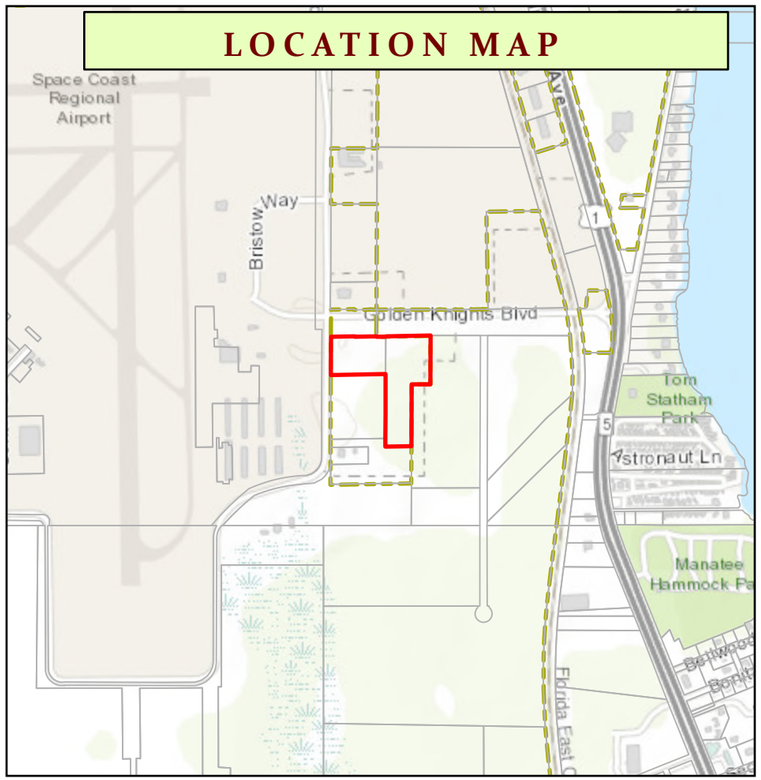
IND: +/- 9.18 AC

FUTURE LAND USE

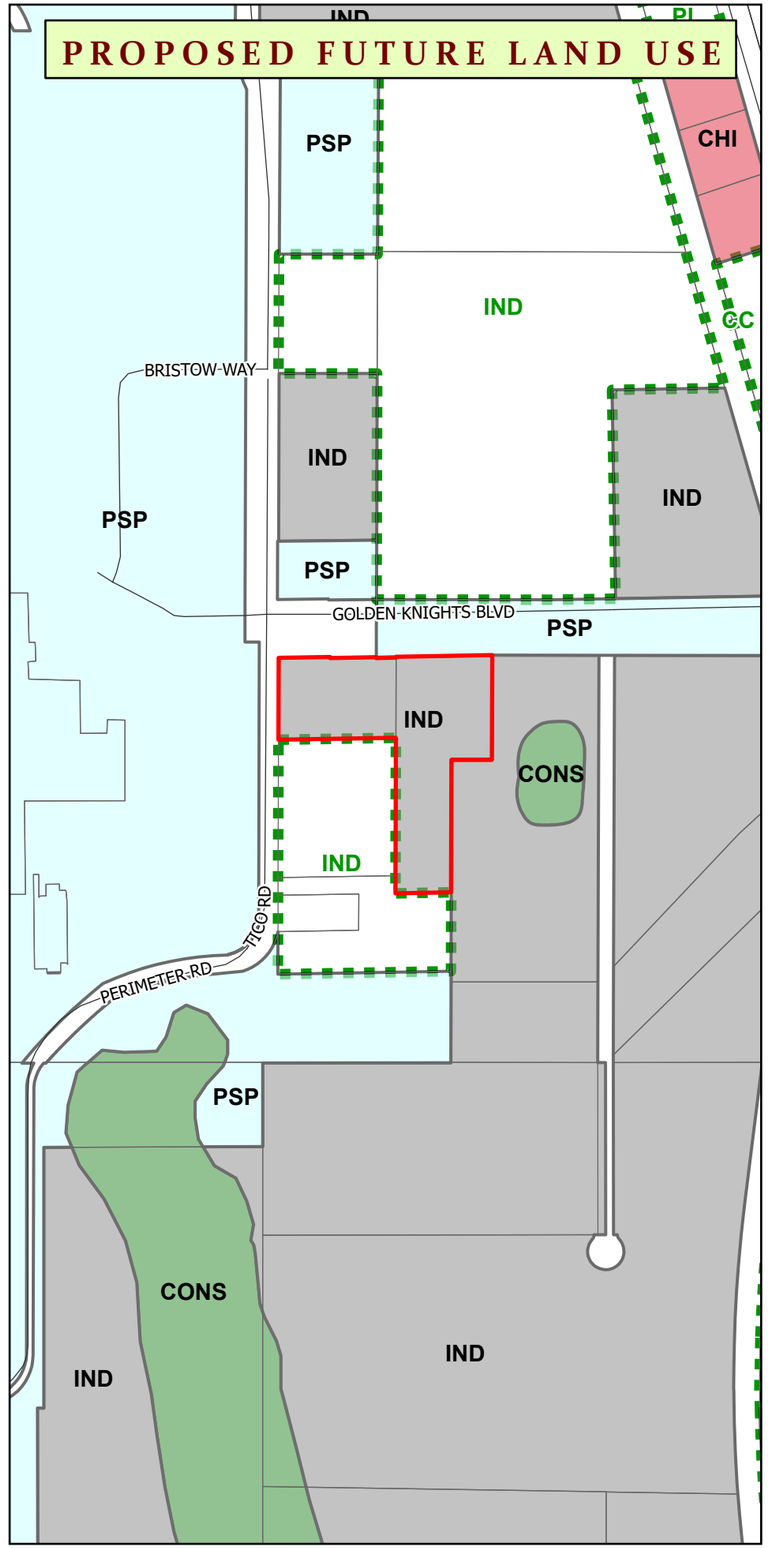
- COMMERCIAL HIGH INTENSITY
- CONSERVATION
- INDUSTRIAL
- PUBLIC/SEMI-PUBLIC

0 500 1,000 2,000 Feet

LOCATION MAP

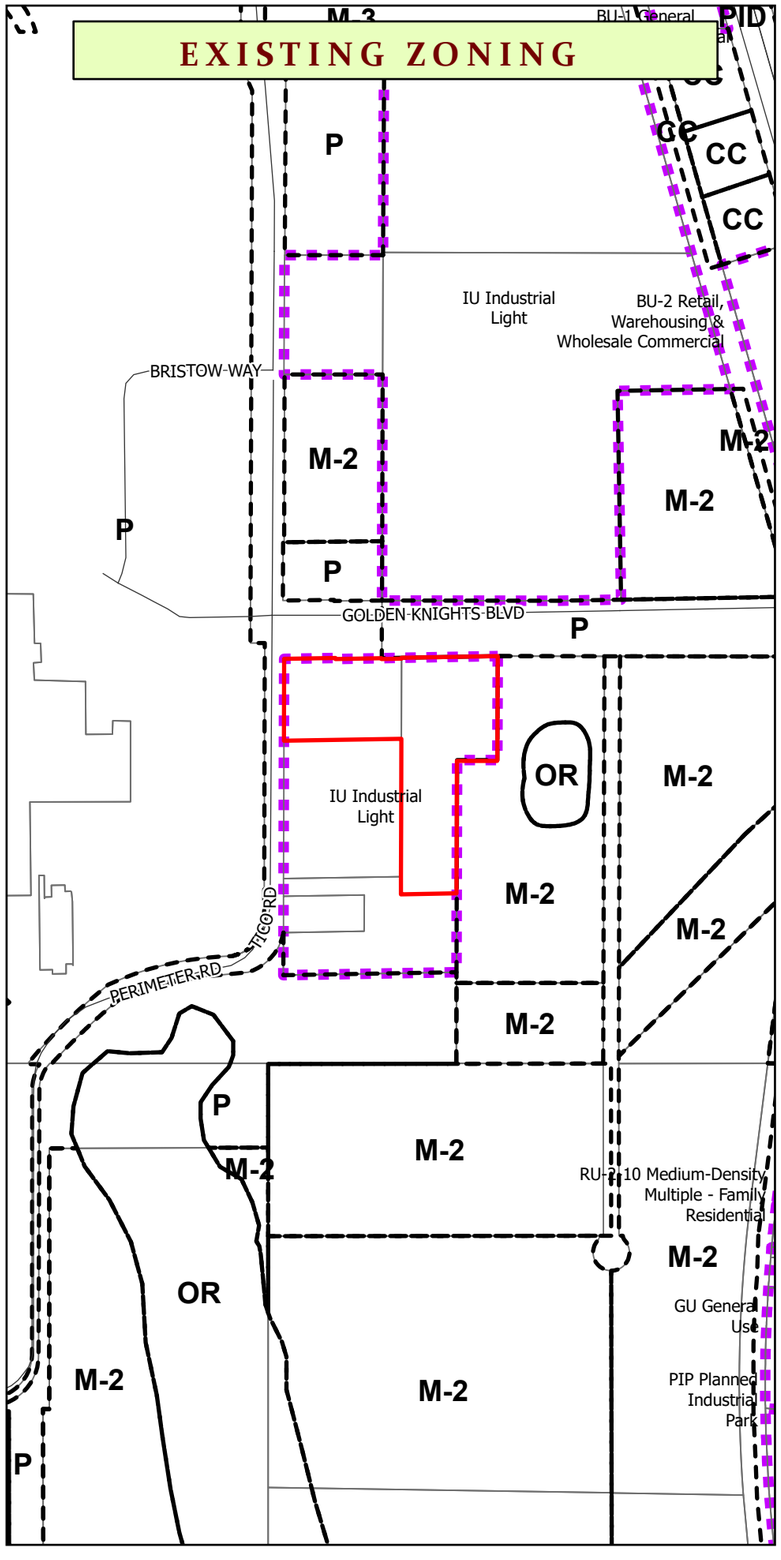


PROPOSED FUTURE LAND USE



SSA #6-2025

EXISTING ZONING



EXISTING ZONING ACREAGE (COUNTY)

IU: +/- 9.18 AC

PROPOSED ZONING ACREAGE (CITY)

M-2: +/- 9.18 AC

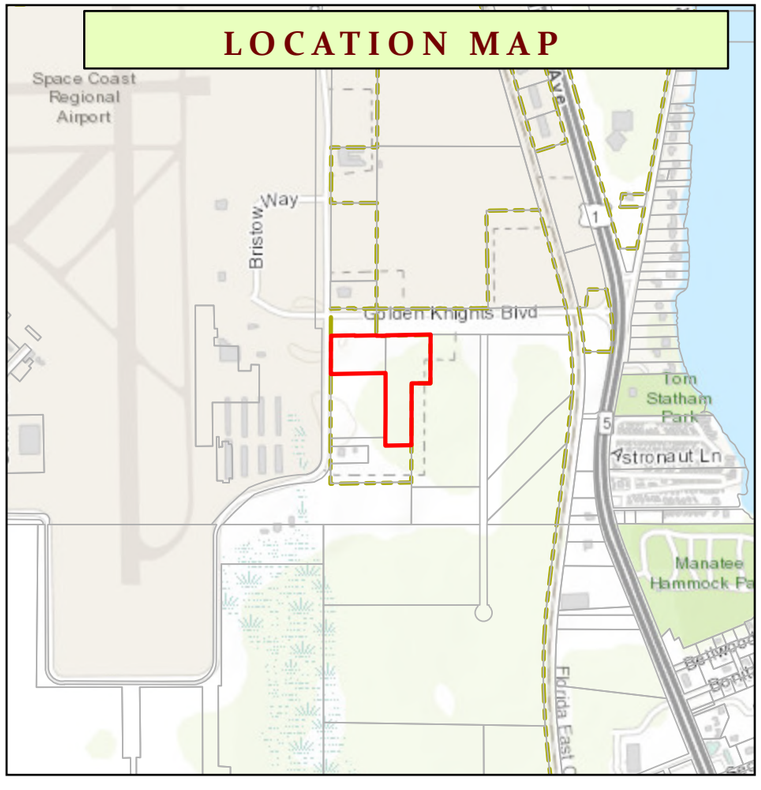
N

W E

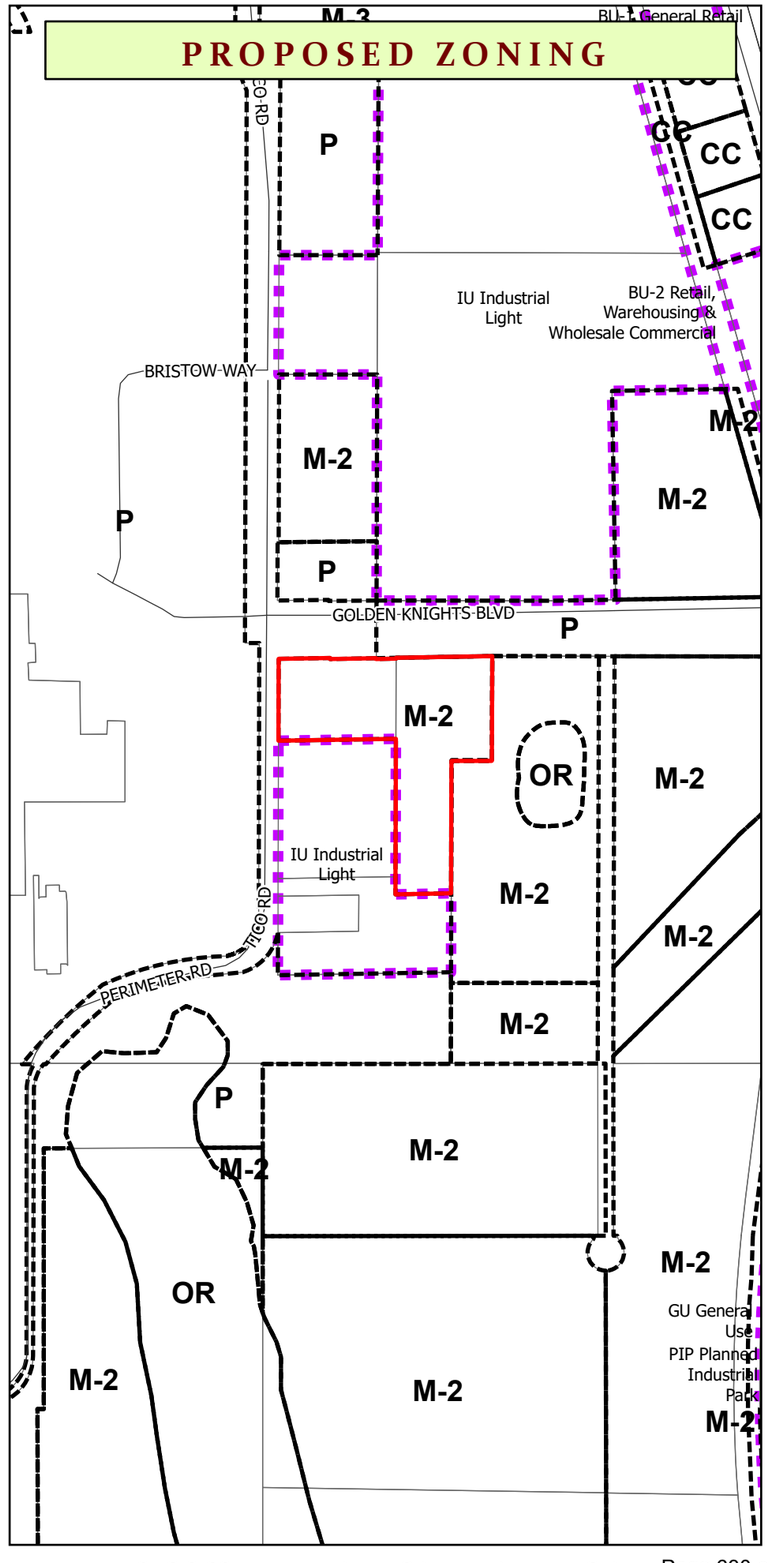
S

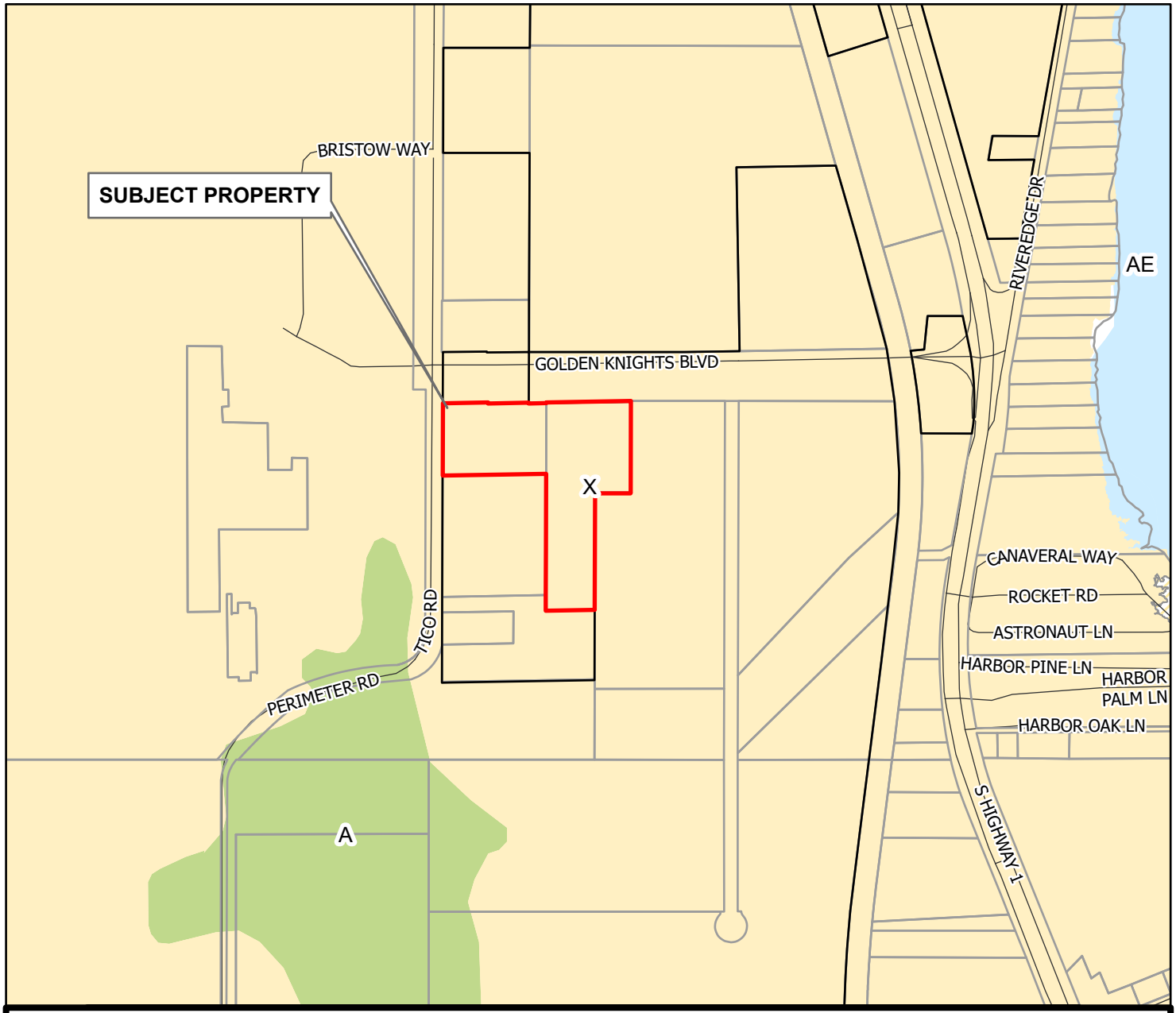
0 500 1,000 2,000 Feet

LOCATION MAP



PROPOSED ZONING





FEMA FLOOD HAZARD AREAS

SSA #6-2025

Special Flood Hazard Area Zones

- A
- A0
- AE
- AO
- VE

Moderate Flood Hazard Area Zone

- X5

Minimal Flood Hazard Zones

- C
- X
- X .2 PCT

Other Flood Zone Areas

- D
- FW

N W E S

TITUSVILLE, FLORIDA FOUNDED 1867

0 500 1,000 2,000 Feet

Community Development Department

Source: FEMA FHA Update, 01/29/2021

7/9/2025

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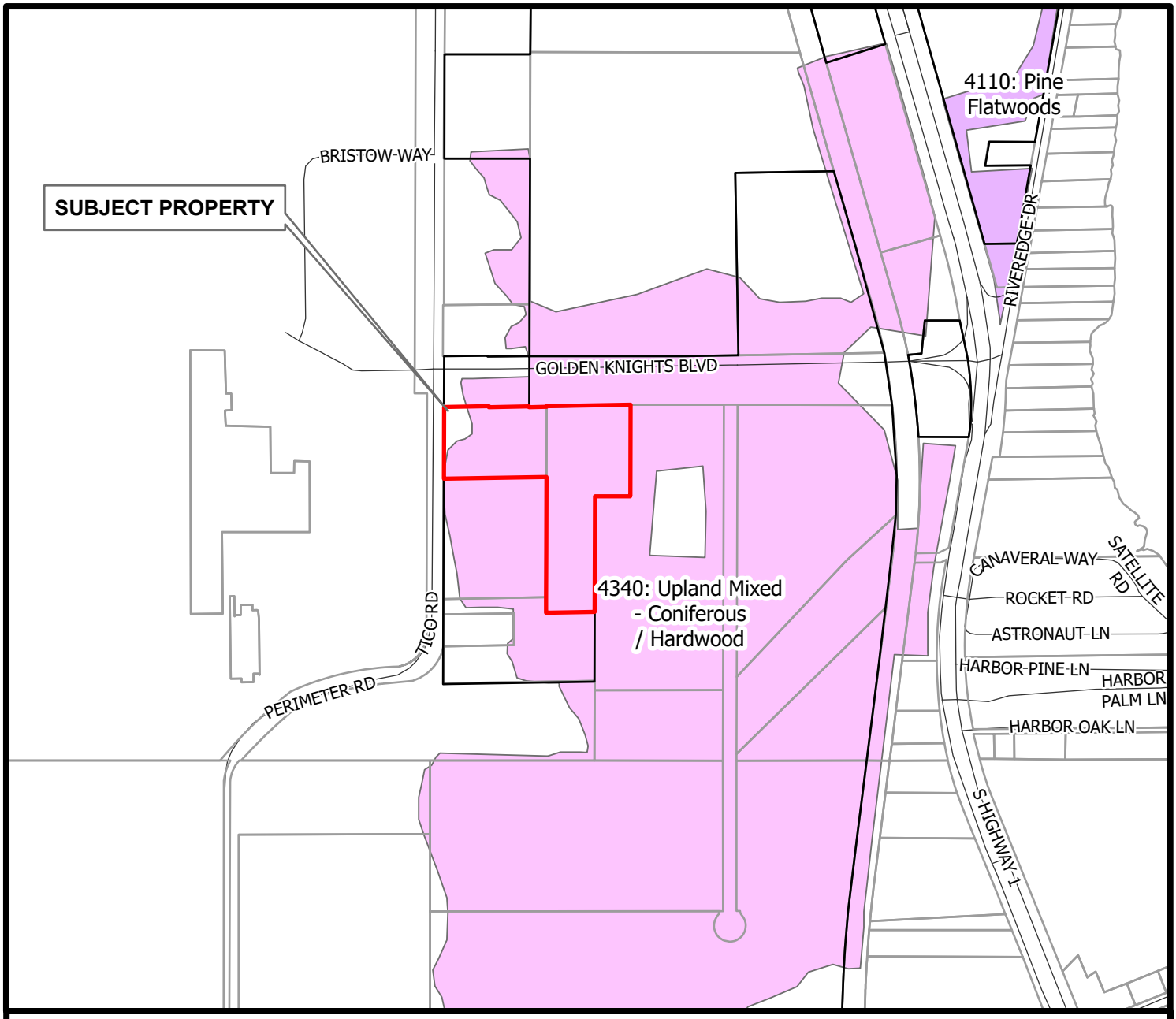

SJRWMD Florida Land Use Cover Classification System
Upland Forests - 4000 Series
SSA #6-2025

LANDCOVER DESCRIPTION

- 4110: Pine Flatwoods
- 4340: Upland Mixed - Coniferous / Hardwood

N W E S

0 500 1,000 2,000 Feet

Community Development Department

7/9/2025

This dataset (2017) is a compilation of the Land Use/Land Cover datasets created by St. John's River Water Management District

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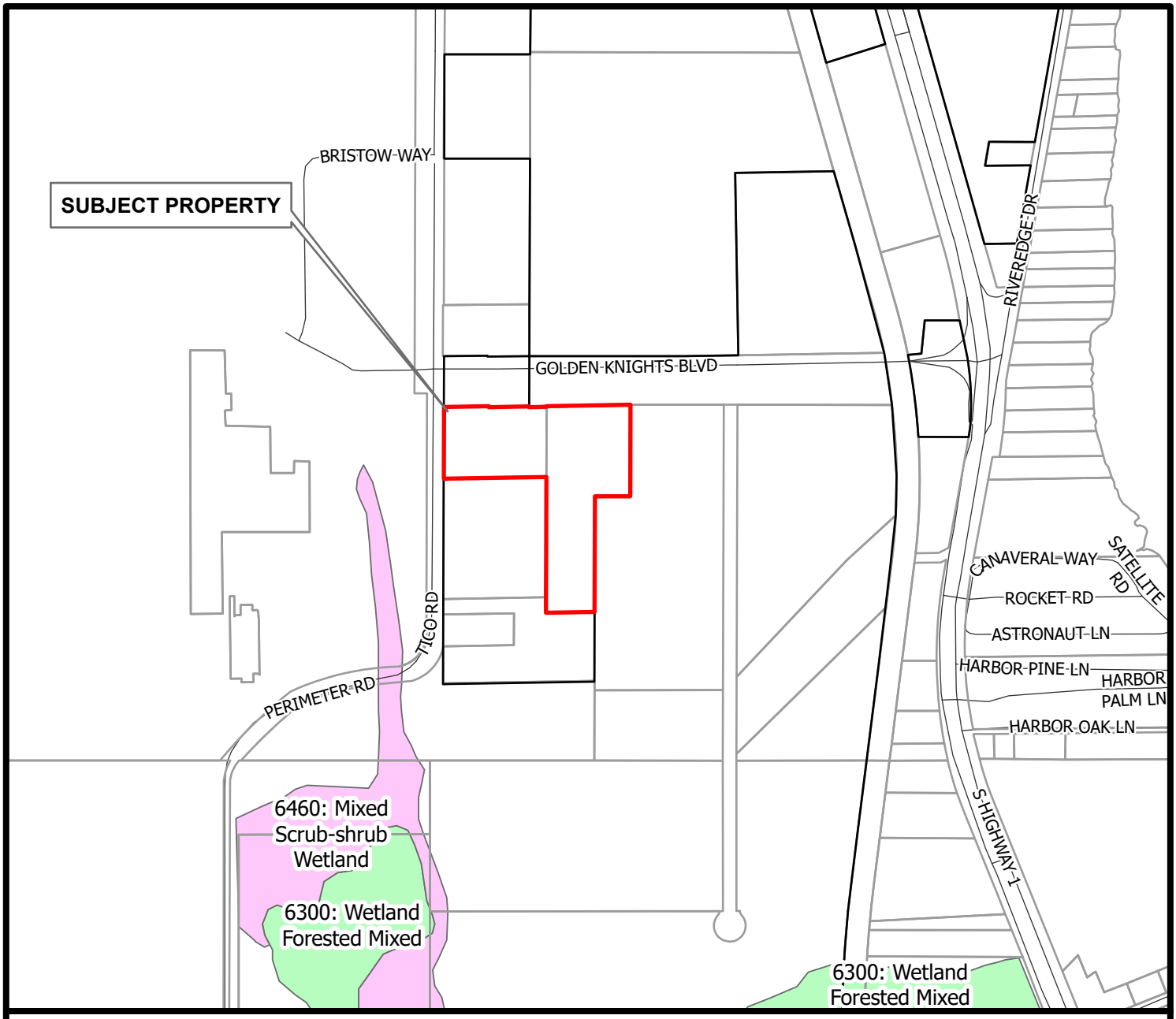

SJRWMD Florida Land Use Cover Classification System
Wetlands - 6000 Series

SSA #6-2025

SJRWMD Land Cover 6000 Series

LANDCOVER DESCRIPTION

- 6300: Wetland Forested Mixed
- 6460: Mixed Scrub-shrub Wetland

Base Map

- Parcels
- Subject

N W E S

0 500 1,000 2,000 Feet

Community Development Department

7/9/2025

This dataset (2017) is a compilation of the Land Use/Land Cover datasets created by St. John's River Water Management District

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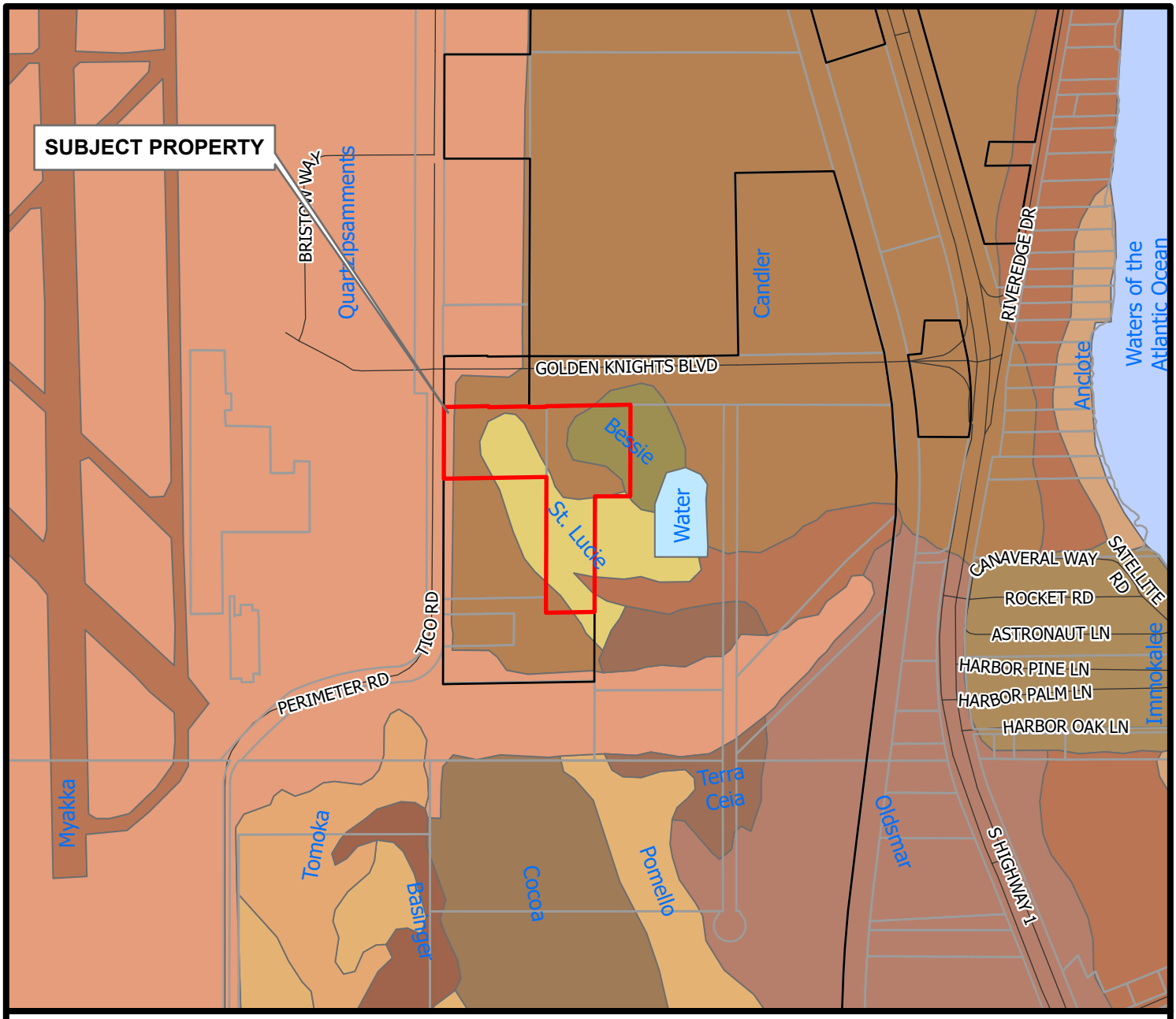


SOILS IN THE VICINITY OF SUBJECT PROPERTY
SSA #6-2025

Soil Name

- Anclote
- Basinger
- Bessie
- Candler
- Cocoa
- Immokalee
- Myakka
- Oldsmar
- Pomello
- Quartzipsamment
- St. Lucie
- Terra Ceia
- Tomoka
- Water
- Waters of the Atlantic Ocean

N W E S

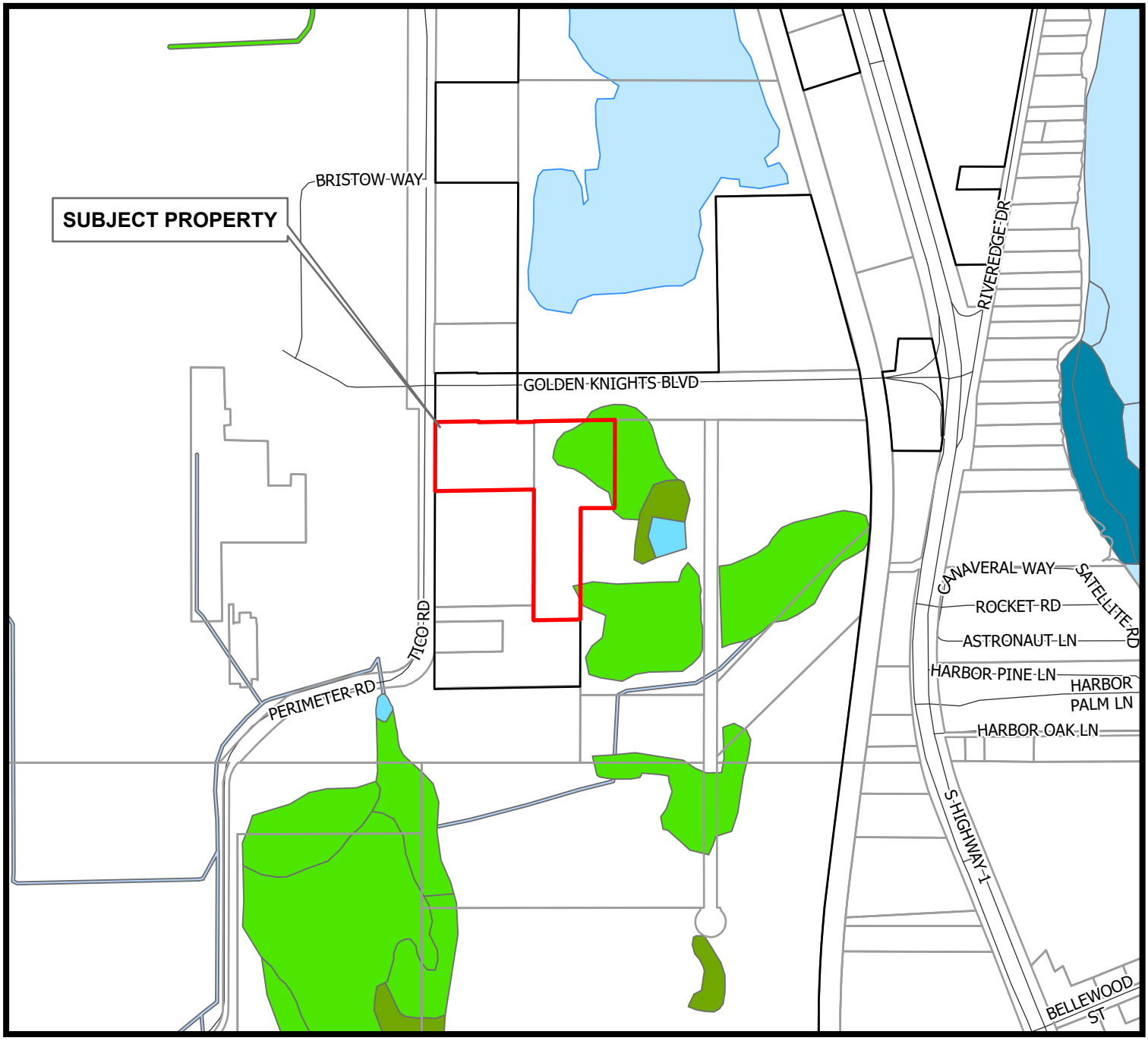
0 500 1,000 2,000 Feet

Community Development Department

7/9/2025

Soils data source: The U.S. Department of Agriculture, Natural Resources Conservation Service. (2024)

Document Path: Q:\GIS\Community Development\PLANNING\Planning Templates\ArcPro\PlanningMaps\PlanningMaps.aprx



WETLANDS IN VICINITY OF PROPERTY

SSA #6-2025

N
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E
S

TITUSVILLE, FLORIDA
FOUNDED 1867

WETLAND_TY

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine

7/9/2025

Scale:1:8,000

Community Development Department
Source: USFWS NWI (2023)

This data set represents the approximate location and type of wetlands and deepwater habitats. The primary intended use is for regional and watershed data display and analysis, rather than specific project data analysis.

Q:\GIS\Community Development\PLANNING\Planning Templates\ArcPro\PlanningMaps\PlanningMaps.aprx

City of Titusville Preliminary Concurrency Assessment

Project Name: Golden Knights Blvd Industrial **Date:** August 26, 2025

Project Description: Industrial

Residential Density (dwelling units): **Non-Residential Intensity (1,000 s.f.):** 333,718.00

Total Water Capacity*			6.010 MGD
Less Current Demand**			4.672 MGD
Less Future Commitments (FDEP/Water Supply Allocation permits)			0.789 MGD
Remaining Capacity***			0.549 MGD
Estimated Unit Based Water Demand******	111	ERU	0.0278 MGD

*Total Water Capacity permitted flow is 6.01 MGD
**12 Month Rolling Average
***Remaining capacity subject to change without notice - This is neither a commitment nor a reservation of this capacity.
****Based on 100 gallons/capita/day or 250 gallons/unit/day in accordance with Section 10 of the City's Concurrency Technical Manual
Water is reserved for this project only upon issuance of a Water Supply Capacity Allocation Permit in accordance with City Code Section 21-50.

Wastewater

Total Wastewater Capacity*			6.750 MGD
Less Current Demand**			4.474 MGD
Less Future Commitments (FDEP Permits)			0.592 MGD
Remaining Capacity***			1.659 MGD
Estimated Unit Based Wastewater Demand******	111	ERU	0.0250 MGD

*Total Wastewater Capacity based on Design capacity of Blue Heron and Osprey Treatment Facilities
**12 Month Rolling Average
***Remaining capacity subject to change without notice - This is neither a commitment nor a reservation of this capacity.
****Based on 75 gallons/capita/day or 225 gallons/unit/day in accordance with Section 10 of the City's Concurrency Technical Manual

Traffic Circulation

Primary Access

Street Name: US1 **Adopted LOS:** E **Max Capacity:** 38,430 ADT

Current Conditions

Roadway Segment: Kings Hwy - SR405 (Columbia Blvd) **2024 E+C Count:** 26,950 ADT
Volume/Count Ratio: 0.70

Future Conditions

Roadway Segment: **Existing + New Count:** 28,575 ADT
Volume/Count Ratio: 0.74

Secondary Access

Street Name: **Adopted LOS:** **Max Capacity:** - ADT

Current Conditions

Roadway Segment: **2022 E+C Count:** - ADT
Volume/Count Ratio:

Future Conditions

Roadway Segment: **Existing + New Count:** ADT
Volume/Count Ratio:

Institute of Transportation Engineers (ITE) Index Number*:	110	Index
Average Vehicle Trips per Unit on a Weekday:	4.87	ADT
Total Average Vehicle Trips for this Development on a Weekday:	1,625	ADT

* Institute of Transportation Engineers Trip Generation rates or Latest Edition. [Sec. 10.3.1.2 of the Transportation Technical Manual]

Recreation/Open Space

City Population:	49,085	**Required Recreation/Open Space:**	392.68 AC
Adopted LOS (acres/1,000 population):	8	**Current Recreation/Open Space:**	566.60 AC
		Existing Available Recreation/Open Space Capacity:	173.92 AC
Project Population:	-	**Required Recreation/Open Space:**	AC
		Remaining Recreation/Open Space Capacity:	173.92 AC

Staff Comments

A Traffic Study is required

Evaluated By: KO, ACS, CA **Evaluation Expiration Date:** 2/22/2026

Orlando [Headquarters]
3025 East South Street
Orlando, FL 32803

Cocoa
400 High Point Drive
Suite 400
Cocoa, FL 32926

Jacksonville
11235 St. Johns Industrial Pkwy N
Suite 2
Jacksonville, FL 32246

Key West
1107 Key Plaza
Suite 259
Key West, FL 33040

Lantana
445 West Lantana Road
Suite 5
Lantana, FL 33462

Tallahassee
2560-1 Barrington Circle
Tallahassee, FL 32308

Tampa
6011 Benjamin Road
Suite 101-B
Tampa, FL 33634

Denver
10701 Melody Drive
Suite 304
Northglenn, CO 80234

Raleigh
4338 Bland Road
Raleigh, NC 27609

Charlotte
5105 Monroe Road
Suite A
Charlotte, NC 28205

East Syracuse
6700 Old Collamer Road
Suite 112
East Syracuse, NY 13057

Bismarck
4501 Coleman Street
Suite 103
Bismarck, ND 58503

Austin
3801 N Capital of TX Highway
Suite E-240
Austin, TX 78746

Midland
5114 West County Road 12
Midland, TX 79706

San Antonio
7700 Broadway Street
Suite 104
San Antonio, TX 78209

Orlando [Aquatic & Land Management Operations]
3825 Rouse Road
Orlando, FL 32817

Bio-Tech Consulting

Environmental and Permitting

May 7, 2025

Mike Stuart
Landmynd Services, LLC
122 South Bumby Avenue, Suite 9A
Orlando, Florida 32803

Proj: Golden Knights Site – Brevard County, Florida
Section 2, Township 23 South, Range 35 East
(BTC File #1263-15)
Re: Environmental Assessment Report

Dear Mr. Stuart:

In May of 2025, Bio-Tech Consulting, Inc. (BTC) conducted an environmental assessment of the approximately 9.16-acre Golden Knights Site. This site is located in unincorporated Brevard County, southeast of the intersection of Golden Knoghts Boulevard and Tico Road, just east of the Space Coast Regional Airport, within Section 2, Township 23 South, Range 35 East (Figures 1, 2 and 3). The environmental assessment included the following elements:

- review of soil types mapped within the site boundaries;
- evaluation of land use types/vegetative communities present;
- field review for occurrence of protected flora and fauna; and
- delineation of the on-site wetland/surface water communities.

SOILS

According to the Soil Survey of Brevard County, Florida, prepared by the U.S. Department of Agriculture and Consumer Services (USDACS) Natural Resources Conservation Service (NRCS), five (5) soil types occur within the site boundaries (Figure 4). These soil types include the following:

- **Paola fine sand, 0 to 8 percent slopes (#43)**
- **Paola fine sand, 5 to 12 percent slopes (#44)**
- **Pompano sand (#51)**
- **Quartzipsamments, smoothed (#52)**
- **Bessie muck, tidal (#66)**

The following presents a brief description of the soil types mapped for the site:

Paola fine sand, 0 to 8 percent slopes (#43) is a nearly level to strongly sloping, excessively drained soils on the tops and sides of ridges. The surface layer is dark gray fine sand about 5 inches thick. Permeability is very rapid, and the available water capacity is very low.

Paola fine sand, 5 to 12 percent slopes (#44) is an excessively drained soil on high ridges. The surface layer is dark gray fine sand about 5 inches thick. Permeability is very rapid, and the available water capacity is very low.

Pompano sand (#51) is a nearly level, poorly drained soil found on broad flats, in shallow depressions, and in sloughs. The surface layer is sand about 7 inches thick. The upper 2 inches is very dark brown, and the next 5 inches is dark gray. The next layer is light brownish-gray to very pale brown sand about 15 inches thick. In most years the water table is within 10 inches of the surface for 2 to 6 months, and occasionally following heavy rains it rises above the surface for 2 to 7 days. Permeability is very rapid, and the available water capacity is low to very low in all layers.

Quartzipsamments, smoothed (#52) are nearly level to steep sandy soils that have been reworked and shaped by earthmoving equipment. Many areas are former sloughs, marshes, or shallow ponds that have been filled with various soil material to surrounding ground level or to elevations above natural ground level. Some areas were originally high ridges that have been excavated to below natural ground level and reworked in place and not moved. Drainage is variable. Most excavated areas are well drained, but the water table is generally within a depth of 50 inches in filled areas. Permeability is variable but generally very rapid. Available water capacity is also variable but generally is very low. Natural fertility and organic-matter content are low.

Bessie muck, tidal (#66) is a nearly level, very poorly drained, well-decomposed organic soil in broad flat marshes and small depressions. The water table is within a depth of 10 inches for 9 to 12 months in most years, and water stands on the surface for more than 6 months. The profile of the soil is black muck a depth of 54 inches. Below this to a depth of about 70 inches is very dark brown muck. These layers contain small amount of decomposed plant fibers. Permeability is rapid and available water capacity is very high throughout the profile.

Pursuant to the Hydric Soils of Florida Handbook, Fourth Edition, March 2007, the Florida Association of Environmental Soil Scientists (FAESS) considers the main components of the Pompano sand (#51) and Bessie muck, tidal (#66) soil types associated with the site to be hydric.

LAND USE TYPES/VEGETATIVE COMMUNITIES

The subject site currently supports one (1) land use type/vegetative community (Figure 5). This land use type/vegetative community was identified utilizing the Florida Land Use, Cover and Forms Classification System, Level III (FLUCFCS, FDOT, January 1999). The on-site upland land use type/vegetative community is classified as Upland Hardwood Forest (420). There were no wetland/surface water land use types/vegetative communities identified within the parcel boundaries during this assessment. The following provides a brief description of the on-site land use type/vegetative community:

Uplands:

420 – Upland Hardwood Forest

The entire subject property is considered an Upland Hardwood Forest (420 FLUCFCS) community per the FLUCFCS. Vegetation observed within this community type includes slash pine (*Pinus elliottii*), sand pine (*Pinus clausa*), live oak (*Quercus virginiana*), scrub oak (*Quercus iopina*), laurel oak (*Quercus laurifolia*), cabbage palm (*Sabal palmetto*), saw palmetto (*Serenoa repens*), wild poinsettia (*Euphorbia cyathophora*), blackberry, *(Rubus cuneifolius),* grapevine (*Vitis rotundifolia*), tailed bracken fern (*Pteridium aquilinum var. pseudocaudatum*), beautyberry (*Callicarpa Americana*), gallberry (*Ilex glabra*), and hog plum (*Ximenia americana*).

WILDLIFE AND PROTECTED SPECIES

Utilizing methodologies outlined in the Florida's Fragile Wildlife (Wood, 2001); Measuring and Monitoring Biological Diversity Standard Methods for Mammals (Wilson, et al., 1996); and Florida Fish and Wildlife Conservation Commission's (FFWCC) Gopher Tortoise Permitting Guidelines (July 2020), an assessment for "listed" floral and faunal species occurring within the site boundaries was conducted in May 2025. The survey included both direct observations and indirect evidence, such as tracks, burrows, tree markings and vocalizations which indicated the presence of species observed. The assessment focused on species that are "listed" by the FFWCC's Official Lists - Florida's Endangered Species, Threatened Species and Species of Special Concern (June 2021) that have the potential to occur in Brevard County (Table 1).

No plant species listed as "Threatened" or "Endangered" by either The Florida Department of Agriculture and Consumer Services (FDACS) or the U.S. Fish and Wildlife Service (USFWS) was identified on the site during the assessments conducted.

The following is a list of those wildlife species identified during the evaluation of the site:

Reptiles and Amphibians:
brown anole (*Norops sagrei*)
Cuban tree frog (*Osteopilus septentrionalis*)
eastern black racer (*Coluber constrictor*)
green anole (*Anolis carolinensis*)
gopher tortoise (*Gopherus polyphemus*)

Birds:
Black Vulture (*Coragyps atratus*)
Blue Jay (*Cyanocitta cristata*)
Common Raven (*Corvus corax*)
Mourning Dove (*Zenaida macroura*)
Northern Bobwhite (*Colinus virginianus*)
Northern Mockingbird (*Mimus polyglottos*)
Red-shouldered Hawk (*Buteo lineatus*)

Mammals:
eastern cottontail (*Sylvilagus floridanus*)
eastern gray squirrel (*Sciurus carolinensis*)
nine-banded armadillo (*Dasypus novemcinctus*)
northern raccoon (*Procyon lotor*)
Virginia opossum (*Didelphis virginiana*)

One (1) of the above identified species, the gopher tortoise (*Gopherus polyphemus*), is listed in FFWCC's Official Lists - Florida's Endangered Species, Threatened Species and Species of Special Concern (June 2021). The following provides a brief description of particular wildlife species as they relate to the development of the site.

Gopher Tortoise (*Gopherus polyphemus*)
State Listed as "Threatened" by the FFWCC

Currently the gopher tortoise (*Gopherus polyphemus*) is classified as a "Category 2 Candidate Species" by USFWS, and as of September 2007 is now classified as "Threatened" by the FFWCC. The basis of the "Threatened" classification by the FFWCC for the gopher tortoise is due to habitat

loss and destruction of burrows. Gopher tortoises are commonly found in areas with well-drained soils associated with the pine flatwoods, pastures and abandoned orange groves. Several other protected species known to occur in Brevard County have a possibility of occurring in this area as they are gopher tortoise commensal species. These species include the eastern indigo snake (*Drymarchon corais couperi*), Florida mouse (*Podomys floridanus*) and the gopher frog (*Rana capito*). However, none of these species were observed on the site at the time the wildlife assessments were conducted.

The site was surveyed for the existence of gopher tortoises through the use of pedestrian transects. The survey covered approximately 100% of the suitable gopher tortoise habitat present within the site boundaries. [redacted] The FFWCC provides three (3) options for developers that have gopher tortoises on their property. These options include: 1) avoidance (i.e., 25-foot distance from construction), 2) preservation of habitat and 3) off-site relocation. As such, resolution of the gopher tortoise issue will need to be permitted through FFWCC prior to any construction activities.

Bald Eagle (*Haliaeetus leucocephalus*)
State protected by F.A.C. 68A-16.002 and federally protected by both the Migratory Bird Treaty Act (1918) and the Bald and Golden Eagle Protection Act (1940)

In August of 2007, the US Fish and Wildlife Service (USFWS) removed the Bald Eagle from the list of federally endangered and threatened species. Additionally, the Bald Eagle was removed from FFWCC's imperiled species list in April of 2008. Although the Bald Eagle is no longer protected under the Endangered Species Act, it is still protected under the Bald and Golden Eagle Protection Act, the Migratory Bird Treaty Act, and FFWCC's Bald Eagle rule (Florida Administrative Code 68A-16.002 Bald Eagle (*Haliaeetus leuchocephalus*).

In May of 2007, the USFWS issued the National Bald Eagle Management Guidelines. In April of 2008, the FFWCC adopted a new Bald Eagle Management Plan that was written to closely follow the federal guidelines. In November of 2017, the FFWCC issued "A Species Action Plan for the Bald Eagle" in response to the sunset of the 2008 Bald Eagle Management Plan. Under the USFWS's management plans, buffer zones are recommended based on the nature and magnitude of the project or activity. The recommended protective buffer zone is 660 feet or less from the nest tree, depending on what activities or structures are already near the nest. As provided within the above referenced Species Action Plan, the USFWS is the regulating body responsible for issuing permits for Bald Eagles. In 2017, the need to obtain a State permit (FFWCC) for the take of Bald Eagles or their nests in Florida was eliminated following revisions to Rule 68A-16.002, F.A.C. A USFWS Bald Eagle "Non-Purposeful Take Permit" is not needed for any activity

occurring outside of the 660-foot buffer zone. No activities are permitted within 330 feet of a nest without a USFWS permit.

In addition to the on-site evaluation for listed species, BTC conducted a review of FFWCC's database (2015-2016 Nesting Season) and Audubon's EagleWatch program database (2023-2024 Nesting Season) for recorded Bald Eagle nests within the surrounding 660 feet of the subject site. This review revealed that there are no Bald Eagle nests within 660-feet of the site boundaries (Figure 6B). Thus, no developmental constraints are expected with respect to Bald Eagle nests.

USFWS CONSULTATION AREAS

The USFWS have established "consultation areas" for certain listed species. Generally, these consultation areas only become an issue if USFWS consultation is required, which is usually associated with federal permitting under Section 10 of the Rivers and Harbors Act or Section 404 of the Clean Water Act (CWA). It should be noted that a listed species presence and need for additional review are often determined to be unnecessary early in the permit review process due to lack of appropriate habitat or other conditions. However, the USFWS makes the final determination.

Consultation areas are typically very regional in size, often spanning multiple counties where the species in question is known to exist. Consultation areas by themselves do not indicate the presence of a listed species. They only indicate an area where there is a potential for a listed species to occur and that additional review might be necessary to confirm or rule-out the presence of the species. The additional review typically includes the application of species-specific criteria to rule-out or confirm the presence of the species in question. Such criteria might consist of a simple review for critical habitat types. In other cases, the review might include the need for species-specific surveys using established methodologies that have been approved by the USFWS.

The following paragraphs include a list of the USFWS Consultation Areas associated with the site (Figure 7). Also included is a brief description of the respective species habitat and potential for additional review.

Audubon's Crested Caracara (*Polyborus plancus audubonii*)
Federally Listed as "Threatened" by USFWS

The subject site falls within the USFWS Consultation Areas for the species Audubon's Crested Caracara (*Polyborus plancus audubonii*). Currently, the Audubon's Crested Caracara is listed as "Threatened" by the USFWS due primarily to habitat loss. The Audubon's Crested Caracara commonly occurs in dry or wet prairie areas with scattered cabbage palms and lightly wooded areas with saw palmetto, scrub oaks and cypress. The Audubon's Crested Caracara also uses

improved or semi-improved pasture with seasonal wetlands. Audubon's Crested Caracaras construct new nests each nesting season, often in the same tree as the previous year.

No Audubon's Crested Caracara were observed within the subject site during the survey conducted by BTC. As no suitable habitat exists within the limits of the site, it is not anticipated that a formal survey would be required by the USFWS or another agency to determine if any Crested Caracara utilize any portions of the site.

Piping Plover (*Charadrius melodus*)
Federally Listed as "Threatened" by USFWS

Piping Plovers (*Charadrius melodus*) are small shorebirds approximately seven inches long with sand-colored plumage on their backs and crown and white underparts. Piping Plovers breed only in North America Coast, the Northern Great Plains, and the Great Lakes. Atlantic Coast Plovers nest on coastal beaches, sandflats at the ends of sand spits and barrier islands, gently sloped foredunes, sparsely vegetated dunes, and washover areas cut into or between dunes. In recent decades, piping plover populations have drastically declined, especially in the Great lakes.

No Piping Plovers were observed on the site during the survey conducted by BTC. As no suitable habitat exists within the limits of the site, it is not anticipated that a formal survey would be required by the USFWS or another agency to determine if any Piping Plovers utilize any portions of the site.

West Indian Manatee (*Trichechus manatus*)
Federally Listed as "Threatened" by USFWS

The subject site falls within the USFWS Consultation Area for the West Indian manatee. Currently the West Indian manatee is listed as "Threatened" by the USFWS. Manatees are protected under the Marine Mammal Protection Act, which prohibits the take (i.e., harass, hunt, capture, or kill) of all marine mammals. Manatees are found in marine, estuarine and freshwater environments. The West Indian manatee (*Trichechus manatus*), includes two distinct subspecies, the Florida manatee (*Trichechus manatus latirostris*) and the Antillean manatee (*Trichechus manatus manatus*). While morphologically distinctive, both subspecies have many common features. Manatees have large, seal-shaped bodies with paired flippers and a round, paddle-shaped tail. They are typically grey in color (color can range from black to light brown) and occasionally spotted with barnacles or colored by patches of green or red algae. The muzzle is heavily whiskered and coarse, single hairs are sparsely distributed throughout the body. Adult manatees, on average, are about nine feet long (3 meters) and weigh about 1,000 pounds (200 kilograms). At birth, calves are between three and four feet long (1 meter) and weigh between 40 and 60 pounds (30 kilograms).

No West Indian manatee were observed on the site during the survey conducted by BTC. As no suitable habitat exists within the limits of the site, it is not anticipated that a formal survey would be required by the USFWS or another agency to determine if any West Indian manatee utilize any portions of the site.

Florida Scrub-Jay (*Aphelocoma coerulescens*)
Federally Listed as "Threatened" by USFWS

The subject site falls within the USFWS Consultation Area for the Florida Scrub-jay. Currently the Florida Scrub-jay is listed as threatened by the USFWS. Florida Scrub-jays are largely restricted to scattered, often small and isolated patches of sand pine scrub, xeric oak, scrubby flatwoods, and scrubby coastal stands in peninsular Florida (Woolfenden 1978a, Fitzpatrick et al. 1991). They avoid wetlands and forests, including canopied sand pine stands. Optimal Scrub-jay habitat is dominated by shrubby scrub, live oaks, myrtle oaks, or scrub oaks from 1 to 3 m (3 to 10 feet) tall, covering 50 percent to 90 percent of the area; bare ground or sparse vegetation less than 15 cm (6 in.) tall covering 10 percent to 50 percent of the area; and scattered trees with no more than 20 percent canopy cover (Fitzpatrick et al. 1991).

No Florida Scrub-Jays were observed on the site during the survey conducted by BTC. As no suitable habitat exists within the limits of the site, it is not anticipated that a formal survey would be required by the USFWS or another agency to determine if any Florida Scrub-Jays utilize any portions of the site.

Everglade Snail Kite (*Rostrhamus sociabilis*)
Federally Listed as "Endangered" by USFWS

The subject site falls within the USFWS Consultation Area for the Everglade Snail Kite. Currently the Snail Kite is listed as "Endangered" by the USFWS. Snail Kites are similar in size to Red-shouldered Hawks. All Snail Kites have deep red eyes and a white rump patch. Males are slate gray, and females and juveniles vary in amounts of white, light brown, and dark brown, but the females always have white on their chin. Kites vocalize mainly during courtship and nesting. They may occur in nearly all of the wetlands of central and southern Florida. They regularly occur in lake shallows along the shores and islands of many major lakes, including Lakes Okeechobee, Kissimmee, Tohopekaliga (Toho) and East Toho. They also regularly occur in the expansive marshes of southern Florida such as Water Conservation Areas 1, 2, and 3, Everglades National Park, the upper St. John's River marshes and Grassy Waters Preserve.

No Snail Kites were observed on the site during the survey conducted by BTC. As no suitable habitat exists within the limits of the site, it is not anticipated that a formal survey would be required by the USFWS or another agency to determine if any Snail Kites utilize any portions of the site.

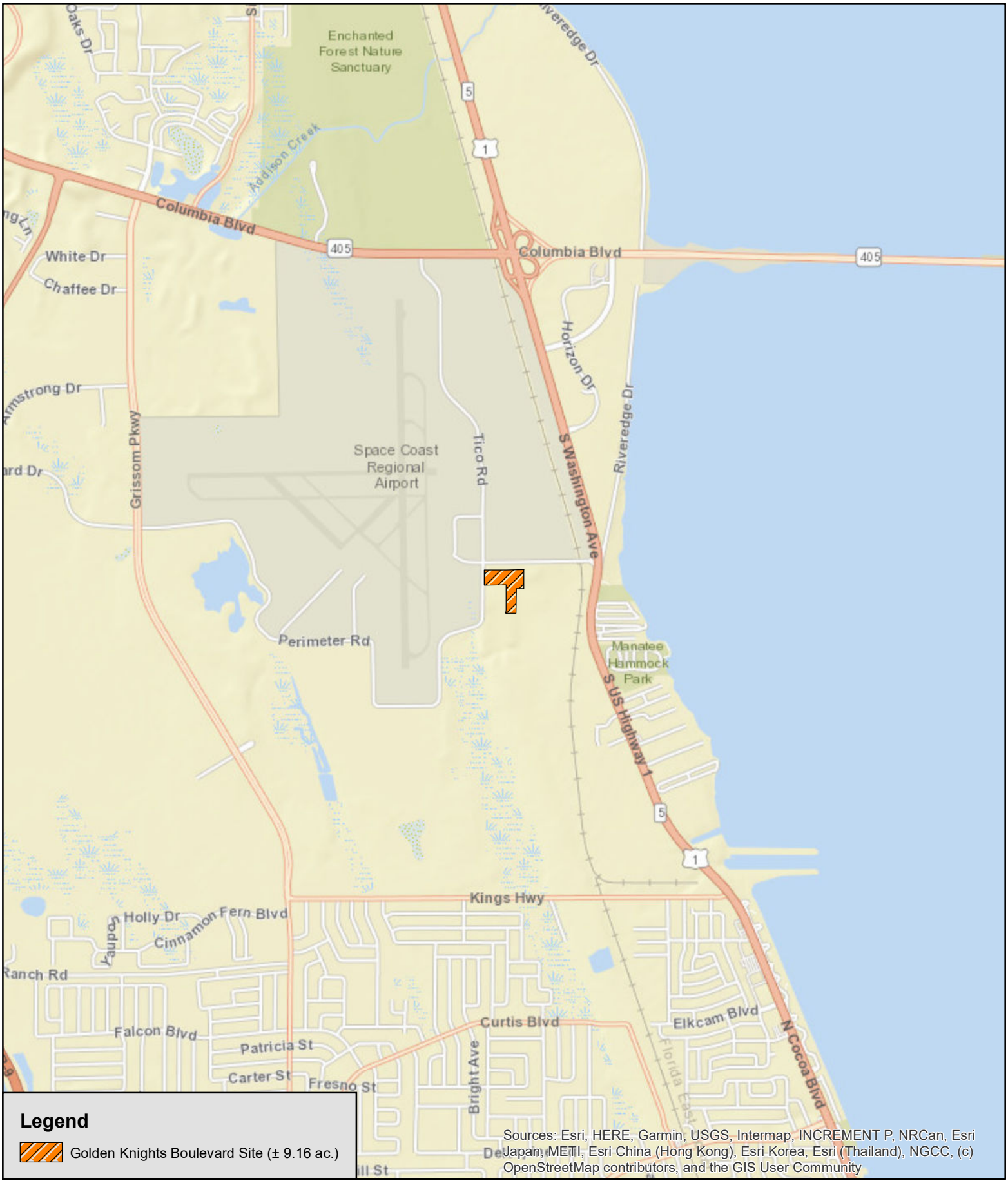
The environmental limitations described in this document are based on observations and technical information available on the date of the on-site evaluation. This report is for general planning purposes only. The limits of any on-site wetlands/surface waters can only be determined and verified through field delineation and/or on-site review by the pertinent regulatory agencies. The wildlife surveys conducted within the site boundaries do not preclude the potential for any listed species, as noted in the attached Table 1, currently or in the future. Should you have any questions or require any additional information, please do not hesitate to contact our office at (407) 894-5969. Thank you.

Regards,

Daniel Gough
Director

John Miklos
President

Attachments



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www.bio-techconsulting.com

Golden Knights Boulevard Site
Brevard County, Florida
Figure 1
Location Map

N W E S

0.5 Miles

Project #:1263-15
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Date: 2/17/2025

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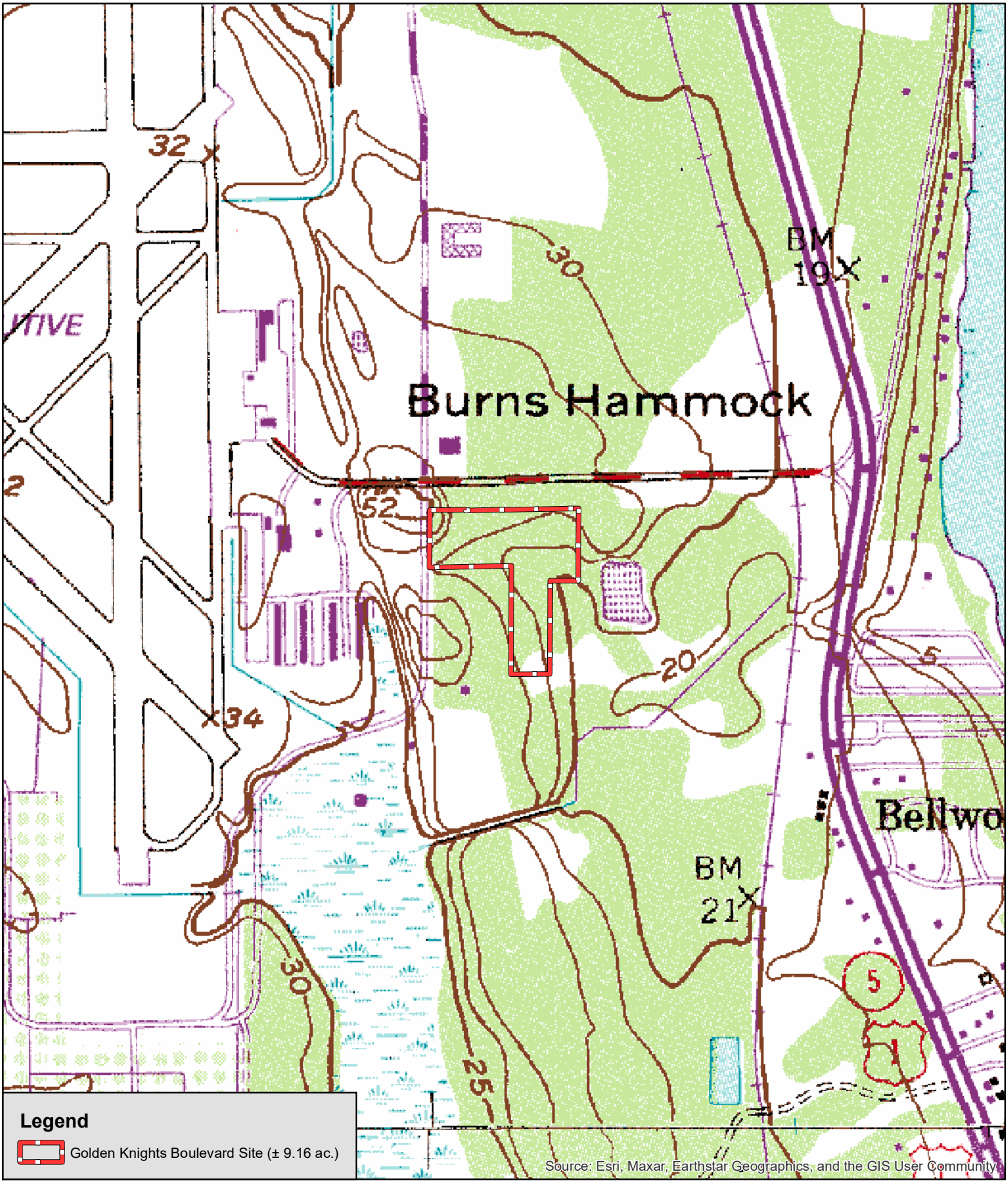
Golden Knights Boulevard Site
Brevard County, Florida
Figure 2
2024 Aerial Photograph

N
W E
S

200
Feet

Project #:
Produced By: EM
Date: 2/17/2025



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Golden Knights Boulevard Site
Brevard County, Florida
Figure 3
USGS Topographic Map

N
W E
S

750
Feet

Project #:1263-15
Produced By: EM
Date: 2/17/2025

Legend

Golden Knights Boulevard Site (± 9.16 ac.)

Brevard County Soils

- 43 : Paola fine sand, 0 to 8 percent slopes : 3.36 ac.
- 44 : Paola fine sand, 5 to 12 percent slopes : 3.73 ac.
- 51 : Pompano sand : 0.09 ac.
- 52 : Quartzipsamments, smoothed : 0.3 ac.
- 66 : Bessie muck, tidal : 1.68 ac.

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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Golden Knights Boulevard Site
Brevard County, Florida
Figure 4
USDA-NRCS Soils Map

N
W E
S

200
Feet

Project #:1263-15
Produced By: EM
Date: 2/17/2025

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Golden Knights Boulevard Site
Brevard County, Florida
Figure 4A
Hydric Soils Rating Map

N
W E
S

200
Feet

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Golden Knights Boulevard Site
Brevard County, Florida
Figure 5
FLUCFCS Map

N
W E
S

180
Feet

Project #: 1263-15
Produced By: EM
Date: 5/7/2025

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Golden Knights Boulevard Site
Brevard County, Florida
Figure 6B
Wildlife Proximity Map

N
W E
S

0.5
Miles

Project #:1263-15
Produced By: EM
Date: 2/17/2025

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Golden Knights Boulevard Site
Brevard County, Florida
Figure 7
USFWS Consultation Areas Map

N
W E
S

200
Feet

Project #:1263-15
Produced By: EM
Date: 2/17/2025

Table 1:			
Potentially Occurring Wildlife and Plant Species in Brevard County (as of April 2024)			
Scientific Name	**Common Name**	**Federal Status**	**State Status**
FISHES			
Acipenser oxyrinchus oxyrinchus	Atlantic Sturgeon	E	FE
Ameiurus brunneus	Snail Bullhead		N
Bairdiella sanctaeluciae	Striped Croaker		N
Ctenogobius pseudofasciatus	Slashcheek Goby		N
Gobiomorus dormitor	Bigmouth Sleeper		N
Microphis brachyurus	Opossum Pipefish	SC	N
Rivulus marmoratus	Mangrove Rivulus	SC	N
AMPHIBIANS			
Lithobates capito	Gopher Frog	UR	N
REPTILES			
Alligator mississippiensis	American Alligator	SAT	FT(S/A)
Caretta caretta	Loggerhead Sea Turtle	T	FT
Chelonia mydas	Green Sea Turtle	T	FT
Crotalus adamanteus	Eastern Diamondback Rattlesnake	UR	N
Dermochelys coriacea	Leatherback Sea Turtle	E	FE
Drymarchon couperi	Eastern Indigo Snake	T	FT
Gopherus polyphemus	Gopher Tortoise		ST
Lampropeltis floridana	Florida Kingsnake		N
Lampropeltis getula	Eastern Kingsnake		N
Lampropeltis occipitolineata	South Florida Mole Kingsnake		N
Lepidochelys kempii	Kemp's Ridley Sea Turtle	E	FE
Pituophis melanoleucus	Pine Snake	PS	ST
Sceloporus woodi	Florida Scrub Lizard	UR	N
BIRDS			
Antigone canadensis pratensis	Florida Sandhill Crane		ST
Aphelocoma coerulescens	Florida Scrub-Jay	T	FT
Aramus guarauna	Limpkin		N
Athene cunicularia floridana	Florida Burrowing Owl		ST
Caracara plancus	Crested Caracara	T	FT
Dryobates borealis	Red-cockaded Woodpecker	E, PT	FE
Egretta caerulea	Little Blue Heron		ST
Egretta rufescens	Reddish Egret		ST
Egretta thula	Snowy Egret		N
Egretta tricolor	Tricolored Heron		ST
Eudocimus albus	White Ibis		N
Haematopus palliatus	American Oystercatcher		ST
Haliaeetus leucocephalus	Bald Eagle		N
Laterallus jamaicensis	Black Rail	T	N
Mycteria americana	Wood Stork	T, PDL	FT
Nyctanassa violacea	Yellow-crowned Night-heron		N
Nycticorax nycticorax	Black-crowned Night-heron		N
Pandion haliaetus	Osprey		N
Peucaea aestivalis	Bachman's Sparrow		N
Platalea ajaja	Roseate Spoonbill		ST
Plegadis falcinellus	Glossy Ibis		N
Rynchops niger	Black Skimmer		ST

Sternula antillarum	Least Tern		ST
Thalasseus maximus	Royal Tern		N
MAMMALS			
Eubalaena glacialis	North Atlantic Right Whale	E	FE
Mustela frenata peninsulae	Florida Long-tailed Weasel		N
Neofiber alleni	Round-tailed Muskrat		N
Peromyscus polionotus niveiventris	Southeastern Beach Mouse	T	FT
Podomys floridanus	Florida Mouse		N
Sciurus niger niger	Southeastern Fox Squirrel		N
Trichechus manatus latirostris	Florida Manatee	T	N
Ursus americanus floridanus	Florida Black Bear		N
AMPHIBIANS			
Calopogon multiflorus	many-flowered grass-pink		T
Centrosema arenicola	sand butterfly pea		E
Cheiroglossa palmata	hand fern		E
Conradina grandiflora	large-flowered rosemary		T
Dicerandra thinicola	Titusville balm		E
Eugenia confusa	tropical ironwood		E
Euphorbia cumulicola	sand-dune spurge		E
Glandularia maritima	coastal vervain		E
Glandularia tampensis	Tampa vervain		E
Gymnopogon chapmanianus	Chapman's skeletongrass		N
Halophila ovalis	Johnson's seagrass		E
Harrisia fragrans	fragrant prickly apple	E	E
Harrisia simpsonii	Simpson's prickly apple		N
Heliotropium gnaphalodes	sea rosemary		E
Lantana depressa var. floridana	Atlantic Coast Florida lantana		E
Lechea cernua	nodding pinweed		T
Lechea divaricata	pine pinweed		E
Mnesithea tuberculosa	Piedmont jointgrass		T
Monotropsis reynoldsiae	pygmy pipes		E
Mucura bipinnata	hay scented fern		E
Nemastylis floridana	celestial lily		E
Nolina atopocarpa	Florida beargrass		T
Pavonia spinifex	yellow hibiscus		N
Pecluma dispersa	widespread polypody		E
Peperomia humilis var. humilis	terrestrial peperomia		E
Peperomia obtusifolia var. obtusifolia	blunt-leaved peperomia		E
Schwalbea americana	chaffseed	E	E
Tephrosia curtissii	Curtiss's hoary-pea		E
Warea carteri	Carter's warea	E	E
Zephyranthes simpsonii	redmargin zephyrlily		T

FEDERAL LEGAL STATUS

Legal status information provided by FNAI for information only. For official definitions and lists of protected species, federal agency. Definitions derived from U.S. Endangered Species Act of 1973, Sec. 3. Note that the federal status given by FNAI refers only to Florida populations and that federal status may differ elsewhere.

C = Candidate species for which federal listing agencies have sufficient information on biological vulnerability and threats to support proposing to list the species as Endangered or Threatened.

DL = Species has been delisted.
E = Endangered: species in danger of extinction throughout all or a significant portion of its range.
E, T = Species currently listed endangered in a portion of its range but only listed as threatened in other areas
E, PDL = Species currently listed endangered but has been proposed for delisting.
E, PT = Species currently listed endangered but has been proposed for listing as threatened.
E, XN = Species currently listed endangered but tracked population is a non-essential experimental population.
T = Threatened: species likely to become Endangered within the foreseeable future throughout all or a significant portion of its range.
PE = Species proposed for listing as endangered
PS = Partial status: some but not all of the species' infraspecific taxa have federal
PT = Species proposed for listing as threatened
SAT = Treated as threatened due to similarity of appearance to a species which is federally listed such that enforcement personnel difficulty in attempting to differentiate between the listed and unlisted species.
SC = Not currently listed, but considered a "species of concern" to USFWS.
UR = Species is currently under review for listing.

STATE LEGAL STATUS
Provided by FNAI for information only. For official definitions and lists of protected species, consult the relevant state
Animals: Definitions derived from "Florida's Endangered Species and Species of Special Concern, Official Lists" and published by Wildlife Conservation Commission, 1 August 1997, and subsequent updates.

C = Candidate for listing at the Federal level by the U. S. Fish and Wildlife Service
FE = Listed as Endangered Species at the Federal level by the U. S. Fish and Wildlife Service
FT = Listed as Threatened Species at the Federal level by the U. S. Fish and Wildlife Service
FXN = Federal listed as an experimental population in Florida
FT(S/A) = Federal Threatened due to similarity of appearance
ST = State population listed as Threatened by the FFWCC. Defined as a species, subspecies, or isolated population which is acutely vulnerable to environmental alteration, declining in number at a rapid rate, or whose range or habitat is decreasing in as a consequence is destined or very likely to become an endangered species within the foreseeable future.
N = Not currently listed, nor currently being considered for listing.
Plants: Definitions derived from Sections 581.011 and 581.185(2), Florida Statutes, and the Preservation of Native Flora 5B-40.001. FNAI does not track all state-regulated plant species; for a complete list of state-regulated plant species, call Plant Industry, 352-372-3505 or see: <http://www.doacs.state.fl.us/pi/>.
E = Endangered: species of plants native to Florida that are in imminent danger of extinction within the state, the survival of which is unlikely if the causes of a decline in the number of plants continue; includes all species determined to be endangered or to the U.S. Endangered Species Act.
T = Threatened: species native to the state that are in rapid decline in the number of plants within the state, but which have not so decreased in number as to cause them to be Endangered.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Harbor Lakes - Final Plat**

Department/Office: Community Development

Recommended Action:

Approve the Final Plat, Covenants and Bonds for Harbor Lakes subdivision located north of Knox McRae Drive. This is a quasi-judicial item.

At their regular meeting on October 8, 2025, the Planning and Zoning Commission recommended approval of the Harbor Lakes Final Plat as presented, 7-0.

Summary Explanation & Background:

Harbor Lakes, formerly known as Falcon's Roost and Lake Bella, is a 28-lot single-family home subdivision including wetland conservation areas, stormwater management and infrastructure improvements located north of Knox McRae Drive with a Parcel ID 22-35-17-AV-*25. The sketch plat for the subdivision was approved by City Council on February 9, 2021.

The following are attached and required for approval:

- Final plat (mylar available at the meeting)
- Covenants
- Performance Bond
- Sidewalk Performance Bond

The final plat is consistent with the comprehensive plan, the preliminary plat and final plat requirements described in Chapter 34, Article III, Division "Plat" of the Code.

Staff reviewed the final plat for consistency with the comprehensive plan, land development regulations and recommends approval. Staff also reviewed the covenants and performance bonds and recommends acceptance.

Alternatives:

1. Approve the final plat and acceptance of associated documents as presented.
2. Do not approve the final plat and associated documents.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Final Plat
2. HOA Documents
3. Performance Bond
4. Sidewalk Performance Bond

HARBOR LAKE ESTATES

Section 17, Township 22 South, Range 35 East, City of Titusville, Brevard County, Florida

A Replat 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.

"NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county."

PLAT BOOK _____ PAGE _____

SHEET 1 OF 5

SECTION 17, TOWNSHIP 22 SOUTH, RANGE 35 EAST

LEGAL DESCRIPTION:

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:

Beginning at the point of intersection of the West Boundary line of Oakdale Subdivision, Section Two, recorded in Plat Book 20, Page 22 of said Public Records with the North right of way line of Knox McRae Drive and run thence N 00 degrees 41'33"W, along said West line, 675.19 feet to the Northwest corner of Oakdale Section Three, recorded in Plat Book 20, Page 23 as recorded in said Public Records of Brevard County, Florida; thence run N 87 degrees 20'40"E, along the North line thereof, 339.63 feet to a Point of Intersection with the Southerly prolongation of the East line of Lot 57 as shown on said Plat of Titusville Fruit and Farm Lands Co. Subdivision; thence N 00 degrees 56'44"W, along the East line of said Lot 57 and Lots 40 and 25, a distance of 1336.31 feet; thence S 89 degrees 03'16"W, 1341.82 feet to a point lying on the West line of the aforesaid Lot 43; thence S 00 degrees 52'30"E, along the West lines of said Lots 43,54 and 75 to the Southwest corner thereof; thence N 87 degrees 17'14"E, along the South line of said Lot 75 a distance of 327.52 feet to the Southeast corner of said Lot 75; thence S 01 degrees 06'41" E, along the West line of the aforesaid Lot 87 a distance of 514.38 feet to a point lying on the North right of way line of Knox McRae Drive: said point lying on the arc of a circular curve concaved Northerly, having a radius of 765.00 feet; thence run in an Easterly direction along the arc of said curve through a central angle of 10 degrees 35' 53" an arc distance of 141.50 feet to the point of tangency of said curve; thence continue N 89 degrees 19'37"E, along the North right of way line of Knox McRae Drive, 531.72 feet to the Point of Beginning. Containing 2,308,924 square feet (53.01± acres)

Plat Notes:

1. BEARINGS BASED ON THE NORTH RIGHT OF WAY LINE OF KNOX MC RAE DR BEING N 89°19'37" E AS PER ASSUMED DATUM.

2. TRACT "A" IS HEREBY CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY HARBOR LAKE HOMEOWNERS ASSOCIATION FOR PRIVATE ROAD, GATES AND DRAINAGE PURPOSES. TRACT "A" IS SUBJECT TO AN EASEMENT GRANTED TO THE CITY OF TITUSVILLE, PUBLIC UTILITIES AND OTHER PUBLIC AGENCIES FOR THE PURPOSE OF ACCESS, INSTALLATION, OPERATION, INSPECTION AND MAINTENANCE OF PUBLIC UTILITIES AND EMERGENCY PURPOSES.

3. TRACTS "B", "C", "E" AND "I" ARE HEREBY CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE HARBOR LAKES ESTATES HOMEOWNERS ASSOCIATION AS STORMWATER MANAGEMENT TRACTS. ANY AND ALL AMENITIES WITHIN THESE TRACTS ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. FURTHERMORE AN INGRESS/EGRESS EASEMENT IS HEREBY DEDICATED OVER TRACT "I" FOR EMERGENCY ACCESS AND THE RIGHT, NOT THE OBLIGATION TO PERFORM MAINTENANCE OR EMERGENCY REPAIRS.

4. TRACT "D" IS HEREBY CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE HARBOR LAKES ESTATES HOMEOWNERS ASSOCIATION AS A CONSERVATION AND PRESERVATION TRACTS. ANY AND ALL AMENITIES WITHIN THIS TRACT IS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

5. TRACT "F" IS HEREBY CONVEYED TO, CONTROLLED BY AND MAINTAINED BY HARBOR LAKE ESTATES HOMEOWNERS ASSOCIATION FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF A SANITARY SEWER LIFT STATION.

6. TRACTS "G" AND "H" ARE HEREBY CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE HARBOR LAKES ESTATES HOMEOWNERS ASSOCIATION AS BUFFER TRACTS. ANY AND ALL AMENITIES WITHIN THIS TRACT IS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

7. UNLESS OTHERWISE SHOWN A PUBLIC UTILITY EASEMENT, 10.00 FEET WIDE, FOR ALL LOTS AND TRACTS COINCIDENT AND ADJACENT TO TRACT "A" IS HEREBY DEDICATED TO THE PUBLIC FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF PUBLIC UTILITIES.

8. UNLESS UNLESS OTHERWISE SHOWN A CONTINGENCY EASEMENT 5.00 FEET WIDE ALONG ALL SIDE LOT LINES IS HEREBY DEDICATED FOR THE PURPOSE OF REPAIR, EXTENSION OR MAINTENANCE OF PUBLIC FACILITIES AND UTILITIES BY PUBLIC AGENCIES.

9. A PRIVATE DRAINAGE AND POND MAINTENANCE EASEMENT, 10.00 FEET WIDE, ALONG THE REAR LINES OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 AND 21 IS HEREBY DEDICATED AND CONVEYED TO THE HARBOR LAKE ESTATES HOMEOWNERS ASSOCIATION FOR THE INSTALLATION OPERATION AND MAINTENANCE OF PRIVATE STORMWATER FACILITIES.

10. A PRIVATE DRAINAGE EASEMENT 20.00 FEET WIDE, CENTERED ALONG THE COMMON LINES OF LOT 6 AND 7, LOT 16 AND 17, LOT 24 AND 25 AND LOT 26 AND 27 IS HEREBY DEDICATED AND CONVEYED TO THE HARBOR LAKE ESTATES HOMEOWNERS ASSOCIATION FOR THE INSTALLATION OPERATION AND MAINTENANCE OF PRIVATE STORMWATER FACILITIES.

11. A PRIVATE DRAINAGE EASEMENT 10.00 FEET WIDE, ALONG THE WEST LINE OF LOT 28 IS HEREBY DEDICATED AND CONVEYED TO THE HARBOR LAKE ESTATES HOMEOWNERS ASSOCIATION FOR THE INSTALLATION OPERATION AND MAINTENANCE OF PRIVATE STORMWATER FACILITIES.

12. A PRIVATE DRAINAGE EASEMENT 10.00 FEET WIDE, ALONG THE NORTHERLY LINE OF LOT 14 AND THE WESTERLY LINE OF LOT 15 IS HEREBY DEDICATED AND CONVEYED TO THE HARBOR LAKE ESTATES HOMEOWNERS ASSOCIATION FOR THE INSTALLATION OPERATION AND MAINTENANCE OF PRIVATE STORMWATER FACILITIES AND POND MAINTENANCE.

13. A VARIABLE WIDTH PUBLIC UTILITY EASEMENT ALONG THE SOUTHEASTERLY PORTION OF TRACT "D" IS HEREBY DEDICATED AND CONVEYED TO THE CITY OF TITUSVILLE FOR THE INSTALLATION OPERATION AND MAINTENANCE OF PUBLIC UTILITIES. SEE PAGES 3 AND 4 FOR DIMENSIONS AND DETAILS.

14. A PRIVATE DRAINAGE EASEMENT 20.00 FEET WIDE, OVER A PORTION OF TRACTS "D" & "H" IS HEREBY DEDICATED AND CONVEYED TO THE HARBOR LAKE ESTATES HOMEOWNERS ASSOCIATION FOR THE INSTALLATION OPERATION AND MAINTENANCE OF PRIVATE STORMWATER FACILITIES

15. THE CITY OF TITUSVILLE HEREBY VACATES, ABANDONS, AND RELINQUISHES ALL RIGHTS TO THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 857 PAGE 810 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AS SHOWN ON PAGE TWO HEREON.

16. SURVEY MONUMENTATION WITHIN THE SUBDIVISION IS SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.091.

17. ALL PLATTED UTILITY EASEMENTS ARE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, SAID CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES MAY NOT INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A PROVIDER OF CABLE TELEVISION SERVICES DAMAGES THE FACILITIES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SAID PROVIDER OF CABLE TELEVISION SERVICES SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGES. THIS SECTION SHALL NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. ALL CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

18. FOR PROTECTIVE COVENANTS AND DEED RESTRICTIONS, O.R. BOOK _____, PAGE _____; OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

19. THE STORMWATER MAINTENANCE AGREEMENT TO THIS PLAT IS RECORDED IN O.R. BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

20. THIS PLAT HAS BEEN MADE IN CONJUNCTION WITH A BOUNDARY SURVEY PREPARED BY KMA ENGINEERING AND SURVEYING, LLC, WILLIAM E. HAYHURST, PROFESSIONAL LAND SURVEYOR AND MAPPER NO. 4416, DATED JULY 7, 2024, KMA PROJECT 24-2147.

21. NOT WITHSTANDING ANY PROVISION IN THIS DECLARATION, NO AMENDMENTS TO THIS DECLARATION SHALL BE MADE WHICH ARE IN CONFLICT WITH THE CITY OF TITUSVILLE'S LAND DEVELOPMENT REGULATIONS OR CODE OR ORDINANCES OR OTHER LOCAL, STATE OR FEDERAL ORDINANCES, LAWS OR REGULATIONS; AND ALL CHANGES, AMENDMENTS OR ALTERATIONS TO THIS DECLARATIONS MUST BE APPROVED BY THE CITY OF TITUSVILLE CITY COUNCIL.

22. FURTHER SUBDIVISION OF ANY LOT SHOWN ON THIS PLAT AS SERVED BY A PRIVATE STREET SHALL BE PROHIBITED.

23. ALL OWNERS OF LAND INCLUDED BY THIS PLAT SHALL BE SUBJECT TO ANY ASSESSMENT OF COSTS REQUIRED TO CORRECT DEFICIENCIES CAUSED BY SUBSTANDARD CONSTRUCTION AND HOLD THE CITY OF TITUSVILLE HARMLESS FOR ANY ACCIDENT OR INJURY TO PERSONS OR PROPERTY THAT MAY RESULT THEREFROM.

TRACT TABLE

TRACT	AREA	DESCRIPTION	OWNERSHIP AND MAINTENANCE
A	2.84± ACRES	PRIVATE ROAD	HARBOR LAKE ESTATES HOMEOWNERS ASSOCIATION
B	2.80± ACRES	STORMWATER MANAGEMENT TRACT	HARBOR LAKE ESTATES HOMEOWNERS ASSOCIATION
C	2.52± ACRES	STORMWATER MANAGEMENT TRACT	HARBOR LAKE ESTATES HOMEOWNERS ASSOCIATION
D	19.20± ACRES	PRESERVATION TRACT	HARBOR LAKE ESTATES HOMEOWNERS ASSOCIATION
E	15.56± ACRES	STORMWATER MANAGEMENT TRACT	HARBOR LAKE ESTATES HOMEOWNERS ASSOCIATION
F	0.05± ACRES	LIFT STATION	HARBOR LAKE ESTATES HOMEOWNERS ASSOCIATION
G	0.50± ACRES	BUFFER TRACT	HARBOR LAKE ESTATES HOMEOWNERS ASSOCIATION
H	2.34± ACRES	BUFFER TRACT	HARBOR LAKE ESTATES HOMEOWNERS ASSOCIATION
I	0.15± ACRES	STORMWATER MANAGEMENT TRACT	HARBOR LAKE ESTATES HOMEOWNERS ASSOCIATION

BUILDING SETBACK REQUIREMENTS

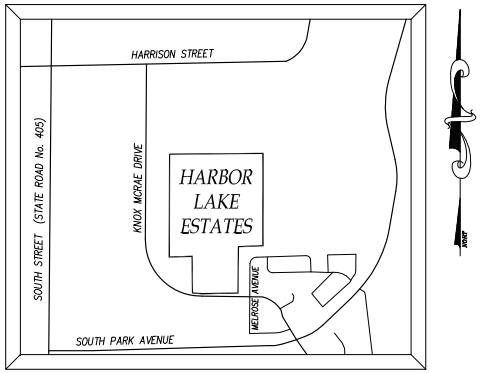
FRONT YARD SETBACK: 25 FEET MINIMUM

SIDE CORNER YARD SETBACK: 20 FEET MINIMUM

INTERIOR SIDE YARD SETBACK: 10 FEET MINIMUM

REAR YARD SETBACK: 25 FEET MINIMUM

LOCATION MAP - NOT TO SCALE



–CONSTRUCTION ADMINISTRATION ENGINEER–
MBV ENGINEERING, INC.
1250 W. EAU GALLIE BLVD., SUITE L
MELBOURNE, FL 32935
PHONE: (321) 253-1510

–ENGINEER OF RECORD–
CONSULTING CIVIL ENGINEERS, INC.
1250 W. EAU GALLIE BLVD., SUITE L
3650 BOBBI LANE, SUITE 119
TITUSVILLE, FL 32780
PHONE: (321) 269-9930

–SURVEYOR–
KANE SURVEYING, INC.
505 DISTRIBUTION DRIVE
MELBOURNE, FL 32904
EMAIL: KANESURVEYING@BELLSOUTH.NET
PHONE: (321) 676-0427

APPLICANT AND OWNER
DR HORTON, INC
1430 CULVER DR, NE
PALM BAY, FLORIDA 32907

CERTIFICATE OF APPROVAL BY MUNICIPALITY

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, Part 1, Florida Statutes and that I am hereby designated by the City of Palm Bay, Florida to approve this plat in accordance with Chapter 177.071 of the Statute and further to accept the Public Utility and Drainage Easements as may be shown and/or noted herein.

_____

Lynn E. Sanders, PSM No. 4863
Reviewing Surveyor for the City of Titusville

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner in fee simple of the lands described in HARBOR LAKE ESTATES

Hereby, dedicates said lands and plat as follows: Tract "A" is hereby declared to be a private road and shall remain private and is dedicated to the Harbor Lake Estates Homeowners Association for road ingress and egress and drainage purposes subject to an easement granted to the City of Titusville, public utilities and other public agencies to the purpose of access, installation, operation, inspection and maintenance of public utilities and for postal and emergency purposes, and hereby dedicates a public utility easement as described in plat note #7 to the City of Titusville, public utilities and other public agencies to the purpose of access, installation, operation, inspection and maintenance of public utilities; and hereby dedicates a variable width public utility easement as described in plat note #13 to the City of Titusville for purpose of access, installation, operation, inspection and maintenance of public utilities.

No other easements or Tracts are dedicated or granted to the public by this Plat.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and attested to by the officer named below.

By _____
Scott Lee as Vice President of the East Florida Division
1430 Culver Drive NE
Palm Bay FL 32907

Signed and sealed in the presence of:

_____
(Print name & address)

_____
(Print name & address)

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY, That the foregoing was acknowledged before me by ( )physical presence or ( )online notarization this ____ day of _____, 2025 by _____ as authorized representative and manger of _____, who is personally known to me or has produced _____ as identification.

_____

_____
(Print name)
NOTARY PUBLIC
County and State aforesaid

My Commission Expires _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that this plat has been made in conjunction with a boundary survey prepared by KMA Engineering and Surveying, LLC, William E. Hayhurst, PSM NO. 4416, dated July 7, 2024, KMA project 24-2147. , that said plat is a correct representation of the lands therein described and platted; that permanent reference monuments have been placed as shown thereon as required by Chapters 177, Part 1 and 472 Florida Statutes; and that said land is located in the City of Titusville, Brevard County Florida.

_____

Joel A. Seymour, P.S.M.
Registration No. LS 6133
Kane Surveying, Inc.
505 Distribution Drive, Melbourne, FL 32904
Certification of Authorization LB 7838

CERTIFICATE OF APPROVAL BY THE CITY OF TITUSVILLE

THIS IS TO CERTIFY, That on _____ the foregoing plat was approved by the City Council of the City of Titusville, Florida.

Mayor: _____
Andrew Connors

Attest: _____
Wanda Wells City Clerk

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on _____

at _____. File No. _____

_____
Clerk of the Circuit Court
In and for Brevard County, Florida.

HARBOR LAKE ESTATES

A SUBDIVISION LYING IN SECTION 17, TOWNSHIP 22 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA
A Replat 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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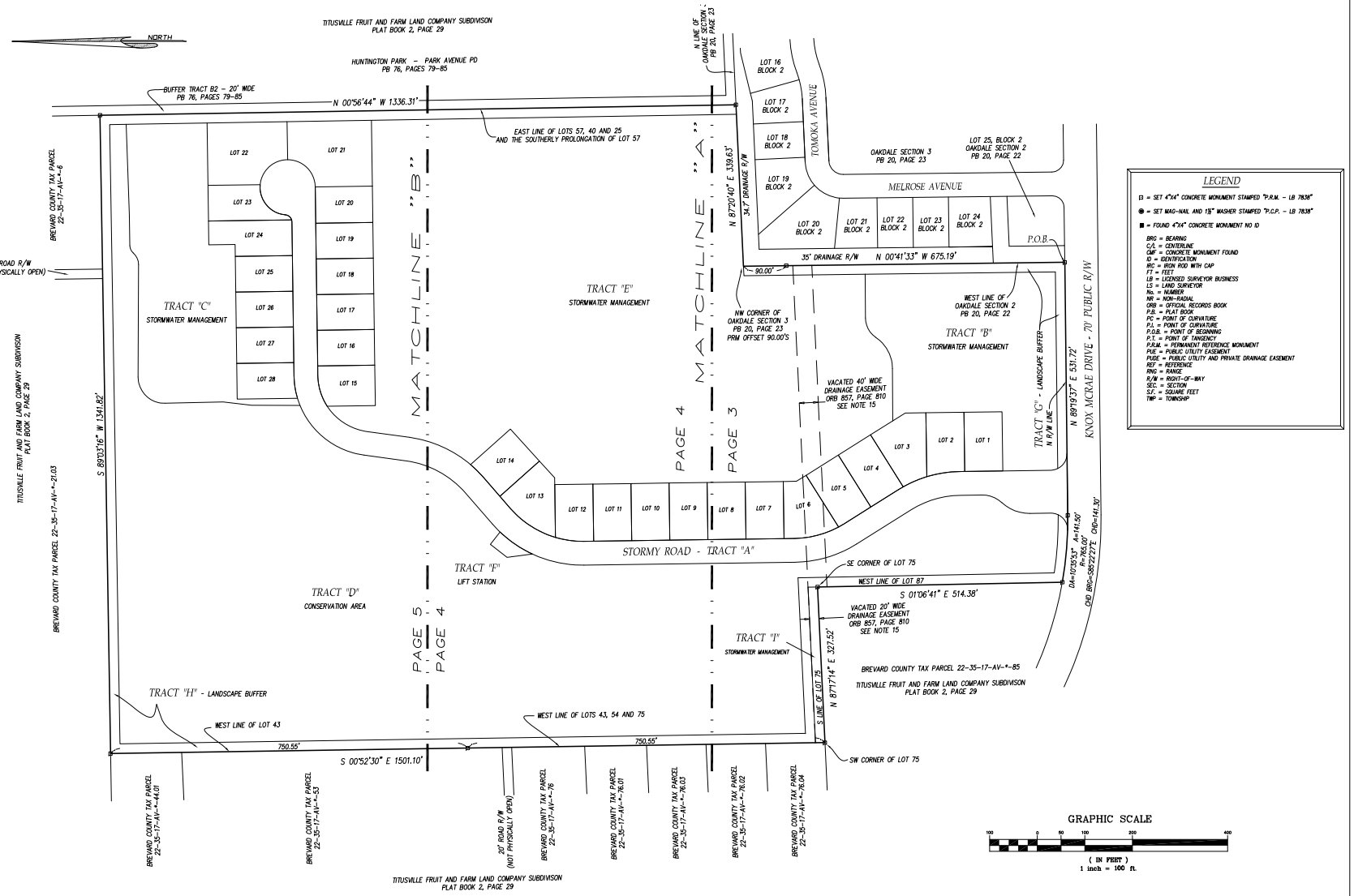
PLAT BOOK _____ PAGE _____

SHEET 2 OF 5

SECTION 17, TOWNSHIP 22 SOUTH, RANGE 35 EAST

DEDICATION



LEGEND

- ⊡ = SET 4"x4" CONCRETE MONUMENT STAMPED "P.R.M. – LB 7838"
- ◉ = SET MAG-NAIL AND 1½" WASHER STAMPED "P.C.P. – LB 7838"
- ■ = FOUND 4"x4" CONCRETE MONUMENT NO ID

BRG = BEARING
C/L = CENTERLINE
CMF = CONCRETE MONUMENT FOUND
ID = IDENTIFICATION
IRC = IRON ROD WITH CAP
FT = FEET
LB = LICENSED SURVEYOR BUSINESS
LS = LAND SURVEYOR
No. = NUMBER
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P.R.M. = PERMANENT REFERENCE MONUMENT
PUE = PUBLIC UTILITY EASEMENT
PUDE = PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT
REF = REFERENCE
RNG = RANGE
R/W = RIGHT-OF-WAY
SEC. = SECTION
S.F. = SQUARE FEET
TWP = TOWNSHIP

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

HARBOR LAKE ESTATES

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SHEET 3 OF 5

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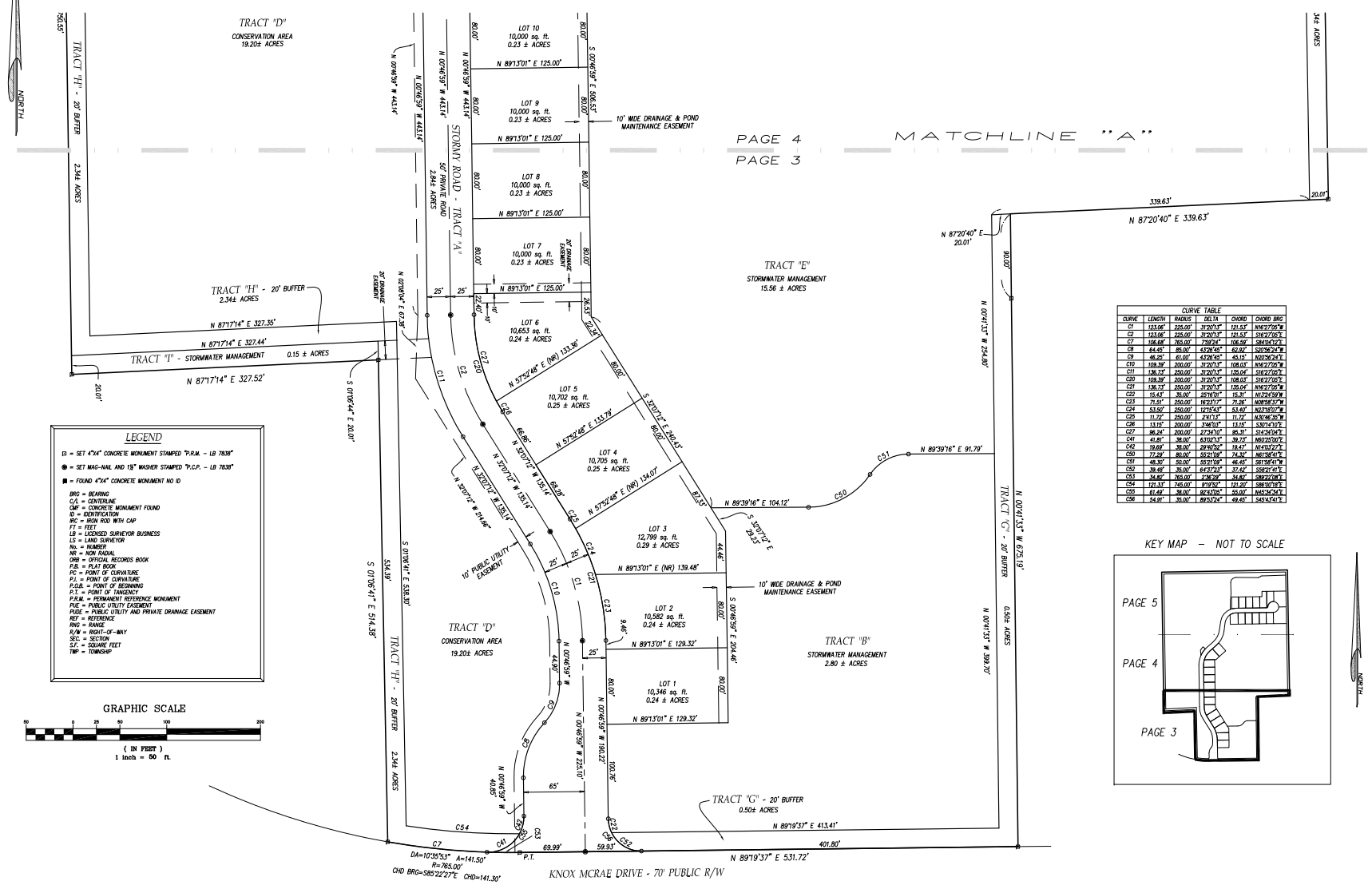

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	123.06'	225.00'	31°20'13"	121.53'	N16°27'05"W
C2	123.06'	225.00'	31°20'13"	121.53'	S16°27'05"E
C7	108.68'	765.00'	7°58'24"	108.59'	S84°04'12"E
C8	64.65'	85.00'	43°36'45"	63.10'	S20°56'24"W
C9	46.25'	61.00'	43°26'45"	45.15'	N20°56'24"E
C10	109.39'	200.00'	31°20'13"	108.03'	N16°27'05"W
C11	136.73'	250.00'	31°20'13"	135.04'	S16°27'05"E
C20	109.39'	200.00'	31°20'13"	108.03'	S16°27'05"E
C21	136.73'	250.00'	31°20'13"	135.04'	N16°27'05"W
C22	15.43'	35.00'	25°16'01"	15.31'	N13°24'59"W
C23	71.51'	250.00'	16°23'17"	71.26'	N08°58'37"W
C24	53.50'	250.00'	12°15'43"	53.40'	N23°18'07"W
C25	11.72'	250.00'	2°41'13"	11.72'	N30°46'35"W
C26	13.15'	200.00'	3°46'01"	13.15'	S30°14'10"E
C27	96.24'	200.00'	27°34'10"	95.31'	S14°34'04"E
C41	41.81'	38.00'	63°02'13"	39.73'	N60°25'30"E
C42	19.69'	38.00'	29°40'52"	19.47'	N14°03'27"E
C50	77.28'	80.00'	55°21'09"	74.32'	N61°58'41"E
C51	48.30'	50.00'	55°21'09"	46.45'	S61°58'41"W
C52	39.46'	35.00'	64°37'23"	37.42'	S58°21'41"E
C53	34.82'	705.00'	2°49'29"	34.82'	S89°22'08"E
C54	121.33'	745.00'	9°19'52"	121.20'	S86°10'16"E
C55	61.49'	38.00'	92°43'05"	55.00'	N45°34'34"E
C56	54.91'	35.00'	89°53'24"	49.45'	S45°47'41"E

LEGEND

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- ◉ = SET MAG-NAIL AND 1⅛" WASHER STAMPED "P.C.P. – LB 7838"
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S.F. = SQUARE FEET
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GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

KEY MAP – NOT TO SCALE

HARBOR LAKE ESTATES

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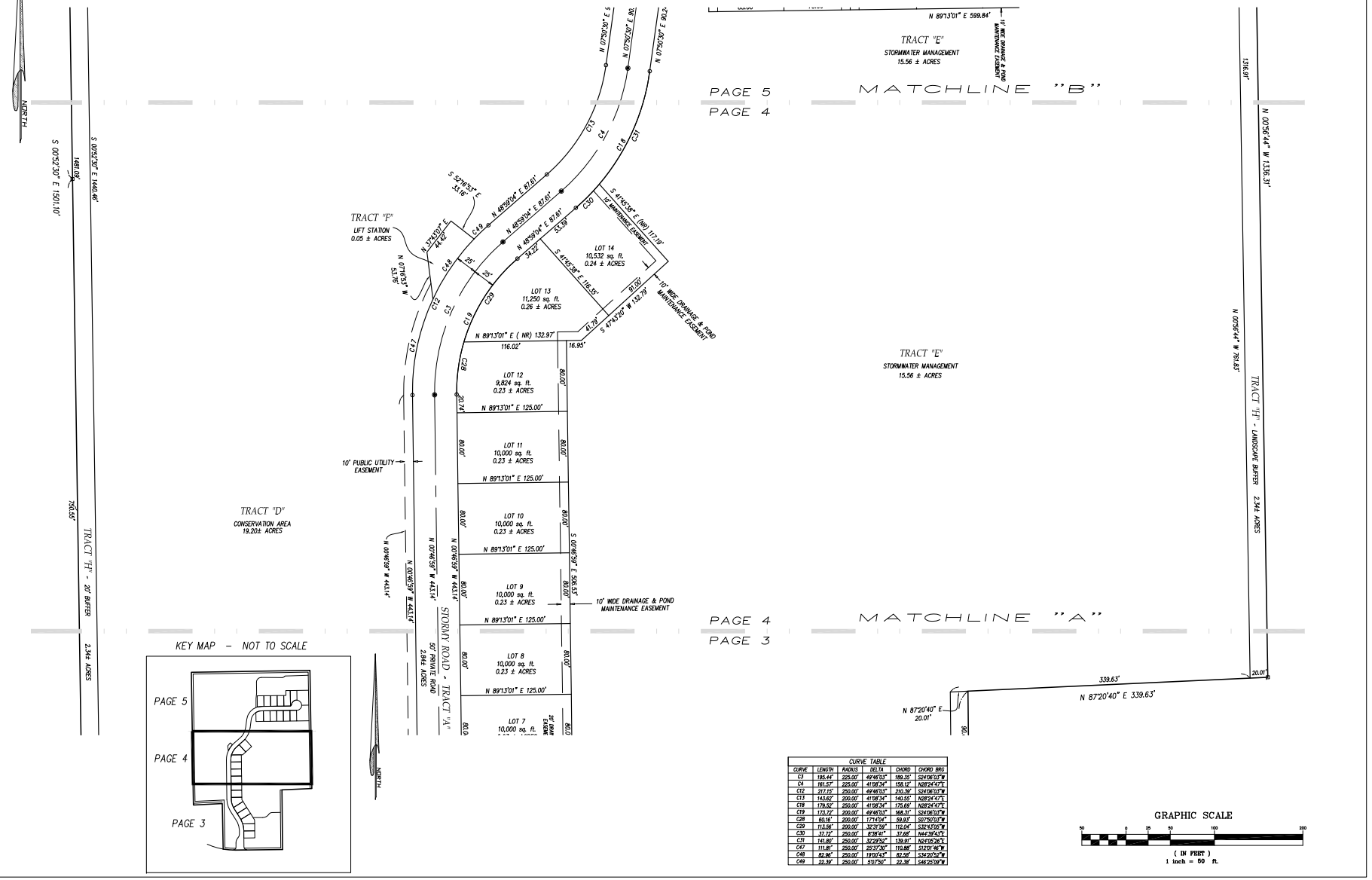
SHEET 4 OF 5

SECTION 17, TOWNSHIP 22 SOUTH, RANGE 35 EAST

DEDICATION



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C3	195.44'	225.00'	49°46'03"	189.35'	S24°06'03"W
C4	161.57'	225.00'	41°08'34"	158.12'	N28°24'47"E
C12	217.15'	250.00'	49°46'03"	210.39'	S24°06'03"W
C13	143.62'	200.00'	41°08'34"	140.55'	N28°24'47"E
C18	179.52'	250.00'	41°08'34"	175.69'	N28°24'47"E
C19	173.72'	200.00'	49°46'03"	168.31'	S24°06'03"W
C28	60.16'	200.00'	17°14'04"	59.93'	S07°50'03"W
C29	113.96'	200.00'	32°39'59"	112.44'	S32°43'05"W
C30	37.72'	250.00'	8°38'41"	37.68'	N44°39'43"E
C31	141.80'	250.00'	32°29'52"	139.91'	N24°05'26"E
C47	111.81'	250.00'	25°37'30"	110.88'	S12°31'46"W
C48	82.96'	250.00'	19°00'43"	82.58'	S34°20'52"W
C49	22.38'	250.00'	5°07'50"	22.38'	S46°25'08"W

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

HARBOR LAKE ESTATES

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SHEET 5 OF 5

SECTION 17, TOWNSHIP 22 SOUTH, RANGE 35 EAST

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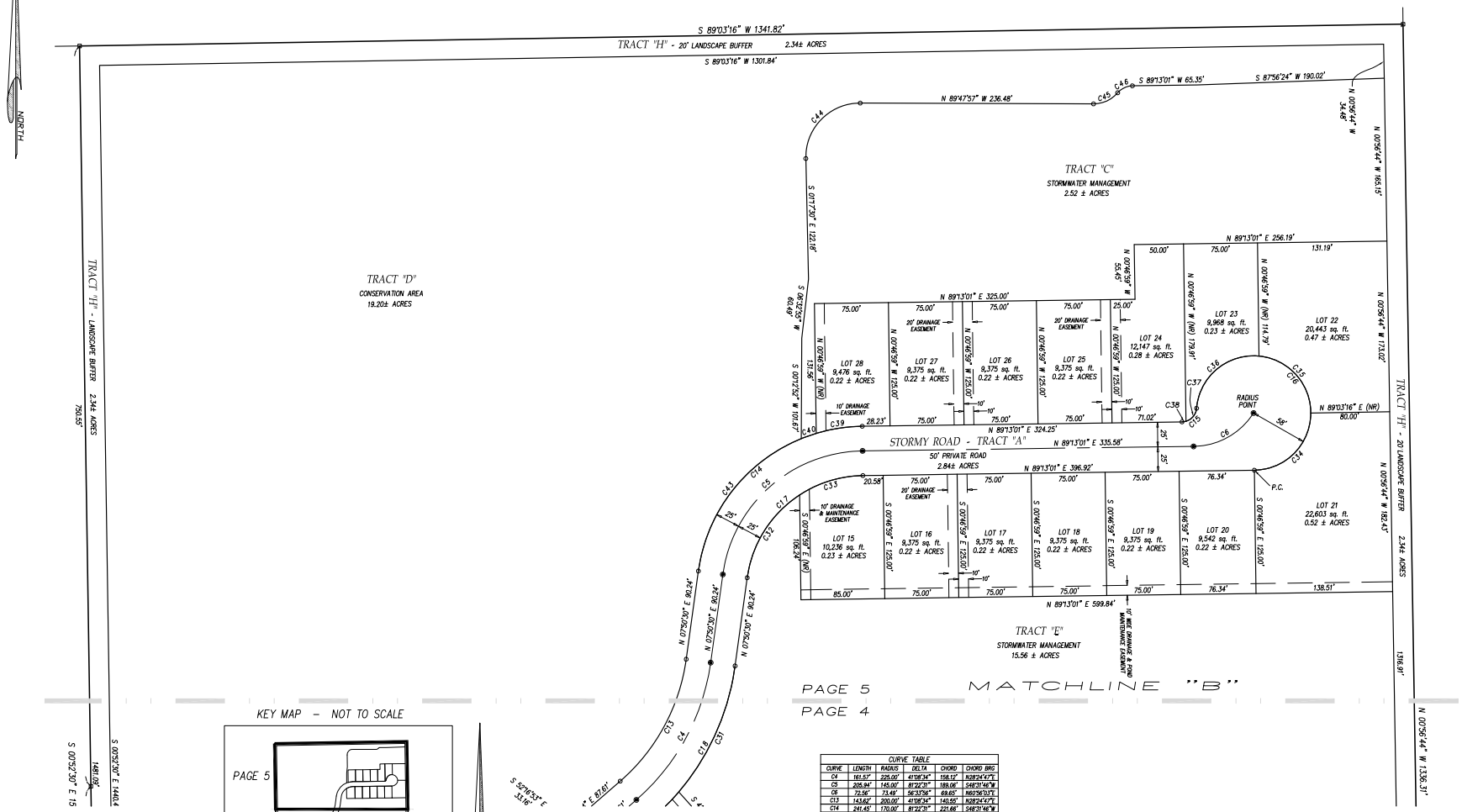
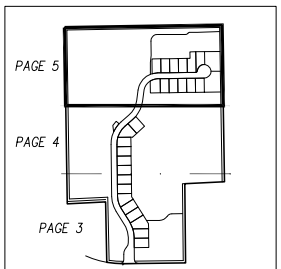


KEY MAP - NOT TO SCALE



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C4	161.57'	225.00'	41°08'34"	158.12'	N28°24'47"E
C5	205.94'	145.00'	81°22'31"	189.08'	S48°31'48"W
C6	72.56'	73.49'	56°33'56"	69.65'	N60°56'33"E
C13	143.60'	200.00'	41°08'34"	140.55'	N28°24'47"E
C14	241.45'	170.00'	81°22'31"	221.68'	S48°31'48"W
C15	22.13'	15.00'	84°29'50"	20.17'	N46°58'08"E
C16	267.75'	58.00'	264°29'50"	85.87'	N43°01'54"W
C17	170.43'	120.00'	81°22'31"	156.46'	S48°31'48"W
C18	179.52'	250.00'	41°08'34"	175.69'	N28°24'47"E
C31	141.80'	250.00'	32°29'52"	139.91'	N32°05'26"E
C32	102.43'	120.00'	48°54'25"	99.35'	S32°17'43"W
C33	68.00'	120.00'	32°28'06"	67.10'	S72°56'58"W
C34	90.31'	58.00'	89°12'42"	81.46'	N44°36'10"E
C35	85.58'	58.00'	84°32'19"	78.02'	N42°15'20"W
C36	91.86'	58.00'	90°44'49"	82.56'	S50°05'26"W
C37	18.10'	15.00'	69°07'15"	17.02'	N39°16'48"E
C38	4.03'	15.00'	15°22'35"	4.01'	N81°31'44"E
C39	47.36'	170.00'	15°58'09"	47.21'	S81°33'57"W
C40	15.83'	170.00'	5°20'14"	15.83'	S70°33'46"W
C43	178.13'	170.00'	60°02'08"	170.09'	S32°51'35"W
C44	87.83'	55.00'	91°29'33"	78.79'	S44°27'17"W
C45	27.85'	32.00'	49°49'01"	26.95'	N65°17'33"E
C46	17.05'	20.00'	48°49'58"	16.53'	S64°48'02"W

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

Prepared by:

Lawton Whiteman Lutz
Jennifer Lawton Marquina, Esq.
102 NE 1st Avenue, Suite 200
Delray Beach, Florida 33444

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HARBOR LAKE ESTATES

This Declaration of Covenants, Conditions and Restrictions of Harbor Lake Estates (the "**Declaration**") is hereby made by **D.R. Horton, Inc**., a Delaware corporation (the "**Declarant**"), whose mailing address is 1430 Culver Drive, NE, Palm Bay, Florida 32907, and joined in by the **Harbor Lake Estates Homeowners Association, Inc**., a not-for-profit Florida corporation.

WITNESSETH:

Declarant is the owner in fee simple of the property described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**"); and

Declarant intends, but shall not be required, to develop the Property as a residential community and to construct single family homes on the Property, provided that in any event such construction will be subject to the covenants, conditions, restrictions, reservations, easements, liens and charges hereinafter set forth; and

The Association is joining in this Declaration in order to acknowledge its obligations hereunder; and

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the protective covenants, conditions, restrictions, reservations, easements, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and plan of development for the same. Said covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the Property and shall be binding upon all parties having and/or acquiring any right, title or interest in said property or any portion thereof, and shall inure to the benefit of each and every person or party, from time to time, owning or holding an interest in said Property.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any Supplemental Declaration or any amendment hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

Section 1. "ARC" shall have the meaning set forth in Article VIII, Section 6 hereof.

Section 2. "Articles" mean and refer to the Articles of Incorporation Harbor Lake Estates Homeowners Association, Inc., a not-for-profit Florida corporation, attached hereto as **Exhibit "B",** and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 3. "Association" means Harbor Lake Estates Homeowners Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 4. "Board of Directors" or "Board" means the Board of Directors of the Association, as set forth in the Bylaws (as defined below).

Section 5. "Builder" means any person or entity other than the Declarant who purchases a Lot for the purpose of constructing a Home on the Lot for resale, (ii) is duly licensed, either itself or through an affiliated entity, to perform construction services, and (iii) is approved by the Declarant in writing as a Builder. The term "Builders" shall collectively refer to all persons or entities meeting the definition of "Builder" as provided herein. Builders may also include any entity which holds title to a Lot for a Builder, provided the Builder as the right or option to repurchase the Lot from such entity to construct a Home on the Lot for resale and such Builder otherwise complies requirements to be deemed a Builder herein.

Section 6. "Bylaws" mean the Bylaws of Harbor Lake Estates Homeowners Association, Inc., attached hereto as **Exhibit "C"** and all exhibits attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time-to-time pursuant to the terms thereof.

Section 7. "City" shall mean and refer to the City of Titusville, Florida, in its capacity as a municipality.

Section 8. "City Land Development Regulations" shall mean and refer to the City of Titusville Land Development Regulations adopted by the City as of the date of this Declaration.

Section 9. "Common Area" shall mean any real property interests within the Community designated as Common Areas from time to time by the Declarant, by a Plat or by a recorded amendment to this Declaration or Supplemental Declaration, as well as any personal property located thereon or owned by the Association, and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within the Community. The Common Areas may include, without limitation, private roads, private lift station and related facilities, surface parking areas, surface and storm water drainage facilities, recreation facilities, open spaces, entrance features, signage, irrigation lines and equipment, landscape buffers, mail kiosk(s), perimeter fence(s), and other improvements, which are owned by or dedicated to the Association. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREA" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE

ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF ANY COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

Section 10. "Community" or "Harbor Lake Estates" means the community planned for development upon the property described in **Exhibit "A"** or any property annexed as provided herein; the said being within the City of Titusville in Brevard County, in the State of Florida.

Section 11. "Community Standards" shall mean such architectural and design standards, if any, established by the Declarant, the Board or the ARC, as provided in Article VIII hereof.

Section 12. "County" shall mean Brevard County, Florida.

Section 13. "Declarant" means **D.R. Horton, Inc., a Delaware corporation**, or any successor of Declarant who may be assigned all or a part of the rights and obligations of Declarant pursuant to a written assignment executed by Declarant and recorded among the Public Records of Brevard County, in the State of Florida. If Declarant assigns only a portion of its rights and obligations as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the rights and obligations of Declarant hereunder which were assigned to such assignee to the same extent as if such assignee had been the original Declarant, and said assignee shall not be deemed to have assumed liabilities, duties, or obligations the original Declarant hereunder which were not specifically assigned or assumed by such assignee. Use of the term "Declarant" herein shall have the meaning of the term "developer" in the HOA Act, but references to "Declarant" herein are not intended to mean one who constructed and was responsible for the site development and infrastructure for the Community including, but not limited to, underground utilities, grading, excavating, erosion control and road work, to the extent such may be a person or entity differ from Declarant.

Section 14. "Declaration" means this instrument, together with the Exhibits attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 15. "Development Period" shall mean the period commencing upon recording of this Declaration and ending on the date upon which all Homes within the Property, as ultimately planned and as fully developed, have been conveyed by the Declarant and/or Builders to Owners other than Declarant or Builders.

Section 16. "Governing Documents" means the Declaration, Articles, Bylaws, Rules and other documents governing the administration and operation of the Community.

Section 17. "HOA Act" shall mean Chapter 720, Florida Statutes, as it exists on the date of recording this Declaration.

Section 18. "Home" is a single-family dwelling and its appurtenances constructed upon and including a Lot. A Home shall be deemed created and have perpetual existence upon the

issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay Assessments with respect to such Home.

Section 19. "Institutional First Mortgage" is a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first priority mortgage encumbering a Home.

Section 20. "Institutional First Mortgagee" is a bank, federal savings bank, and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity. The foregoing shall include Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") and such other secondary mortgage market institutions as the Declarant or Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), U.S. Department of Agriculture ("USDA") or the U.S. Department of Housing and Urban Development ("HUD") or such other lender as is generally recognized in the County, State or Country as an institutional lender; or Declarant, its successors and assigns.

Section 21. "Lot" is a designated lot within the property described on the Plat or any property annexed thereto and becoming a part of the Property conveyed or to be conveyed to an Owner upon which there has been constructed or will be constructed a Home.

Section 22. "Member" is every person or entity who is a Member in the Association by ownership of a Lot or as otherwise provided herein and in accordance with Article IV, Section 1 and the Bylaws.

Section 23. "Operating Expenses" is all actual and estimated costs and expenses of operating the Association. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, repair, replacement, operation, and administration of the Common Area, including, without limitation, common facilities, recreation facilities, SWMS, private lift station and related facilities, open space, any private roadways, paved areas, and rights-of-way comprising the Common Areas, any mail kiosks, signage, entry features, parking areas and community sidewalks; all amounts payable by the Association under the terms of this Declaration; all costs of community lighting including up-lighting and entrance lighting, all amounts payable in connection with irrigation costs incurred by the Association for Common Area irrigation; costs of utilities; amounts payable to a telecommunications provider for telecommunications services furnished to Owners (if and as applicable); any fees due under any bulk service agreement entered into on behalf of the Owners by the Association or Declarant; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; costs of supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events; and any and all costs relating to the discharge of the Association's

obligations hereunder, or as determined to be part of the Operating Expenses by the Board. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include reserves or other deferred maintenance accounts. All references to "operating expenses" in the Governing Documents shall be deemed to mean "Operating Expenses" as defined in this paragraph.

Section 24. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those parties having such interest merely as security for the performance of any obligation; provided however, where context requires, to the extent a term, covenant, condition or restriction herein which applies to all "Owners" is contrary to another term, covenant, right, easement, condition or restriction which applies specifically to the Declarant and/or specifically to Builders, then the specific provisions applicable to the Declarant and/or applicable to Builders shall prevail and the Declarant or Builders, as applicable, shall not be deemed an "Owner" for purposes of such conflicting provisions.

Section 25. "Permit" shall mean the Environmental Resource Permit attached hereto as **Exhibit "D"** or other permits issued for Surface Water Management Systems (hereinafter defined) by the WMD (hereinafter defined). Copies of the Permit and any future permit actions of the WMD shall be maintained by the Association for the benefit of the Association and by the Registered Agent of the Association.

Section 26. "Plat" is the plat of Harbor Lake Estates recorded in Plat Book __, Page ___ or any re-plats of the Property, recorded in the Public Records of Brevard County, State of Florida, as the same may be amended from time to time. The term Plat shall also include any additional plats of property subsequently added to the terms of this Declaration by a supplemental Declaration.

Section 27. "Property" is the property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration. No portion of the land shall be part of the Property unless subject to the terms and conditions of this Declaration at its recording or by Supplemental Declaration thereafter.

Section 28. "Rules" are collectively the rules and regulations, which the Board of Directors may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property and any improvements located thereon. Rules need not be recorded in the public records of the County.

Section 29. "Supplemental Declaration" shall mean and refer to an instrument filed in the Public Records of Brevard County pursuant to Article II below which subjects additional property to this Declaration, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership with such rights, privileges and obligations as may be specified in such Supplemental Declaration in

recognition of the different character and intended use of the property subject to such Supplemental Declaration.

Section 30. "Surface Water Management System" or "SWMS" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, swales, retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage easements and those works defined in Section 373.403, Florida Statutes (as may be amended from time to time) and those works authorized by the WMD pursuant to the Permit. The Association will be responsible for operation and maintenance of the SWMS.

Section 31. "Turnover" shall mean the transfer of operation of the Association by the Declarant to Owners other than Declarant as set forth in Article IV hereof.

Section 32. "Vacant Lot" shall mean any Lot that does not have a Home constructed thereon. All terms of this Declaration are applicable to Lots shall also be applicable to Vacant Lots unless otherwise provided herein.

Section 33. "WMD" shall mean the St. Johns River Water Management District.

The foregoing definitions shall be applicable to this Declaration and to any Supplemental Declaration hereto or any amendment to this Declaration, unless otherwise expressly provided herein or therein.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Plan of Development. Harbor Lake Estates is a master planned residential. It is presently anticipated that Harbor Lake Estates, when fully developed, will be comprised of the Lots and the property encompassing the Common Area, as more particularly defined by this Declaration. Notwithstanding the foregoing, however, Declarant reserves the right to modify its plan of development of Harbor Lake Estates (including, without limitation, the right to modify site plan(s), Plat(s), development approvals or permits, and the right to change the improvements, facilities, Home product types and the number of Homes to be constructed within Harbor Lake Estates) and/or the right to add land to Harbor Lake Estates or to withdraw land Harbor Lake Estates. Therefore, in the event Declarant modifies its plan of development of Harbor Lake Estates, adds land to Harbor Lake Estates and/or withdraws land from Harbor Lake Estates, the number of Lots, the layout of Lots and/or the size of Lots within Harbor Lake Estates may change and as a result of any changes in the number of Lots, the Assessments required to be paid pursuant to this Declaration may increase or decrease as appropriate. Declarant's general plan of development further contemplates that such Homes shall be whatever types of structures Declarant may choose which are in conformance with applicable governmental rules and regulations. Declarant's general plan of development of Harbor Lake Estates may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to Harbor Lake Estates, as well as any changes thereto.

Section 2. Legal Description. The real property which is and shall be initially held, transferred, sold, conveyed and occupied subject to this Declaration is located in Brevard County, and is the property described in **Exhibit "A",** and such additions and phases as may hereafter be brought within the jurisdiction of the Association in accordance with Section 4 hereof and subject to the terms of this Declaration.

Section 3. Application of Declaration. The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any and all supplements and lawful amendments hereto and any and all supplements and lawful amendments thereto. By receipt of delivery of a deed to any of the Property or other instrument evidencing ownership, whether or not it shall be so expressed in any such deed or other conveyance or adjudication, each Owner hereby agrees to abide by and accept title to such portion of the Property and all terms and provisions of this Declaration. The filing of this Declaration and subjecting the Property to the covenants, conditions, restrictions, reservations, easements, liens and charges contained herein shall not be construed in any way as inhibiting or prohibiting the Declarant or Builders from conveying the Lots or improvements within the Property to third parties free and clear of any covenants, conditions, restrictions, reservations, easements, liens and charges, except for those specifically provided for in this Declaration. Lots so conveyed by the Declarant to third parties shall be used and held by said third parties in accordance with this Declaration.

Section 4. Additional Property. Additional property may become subject to this Declaration or be withdrawn from the terms of this Declaration in the following manner:

(a) Annexation Without Approval of Class A Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time to annex and subject to the provisions of this Declaration and the jurisdiction of the Association, all or any portion of the real property described in a Supplemental Declaration. Such Supplemental Declaration shall not require the consent of the Class A Members or any other party, other than the record title owner of such real property. Any such annexation shall be effective upon the filing of record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transfer or assignment is memorialized in a written, recorded instrument executed by Declarant.

(b) Annexation With Approval of Class A Membership. Subject to the consent of the owner thereof, after the expiration of the Class B Membership the Association may annex additional real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of not less than sixty-seven (67%) percent of the Class A Members of the Association. Annexation shall be accomplished by filing of record in the public records of Brevard County, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by an authorized officer of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon recording of such Supplemental Declaration unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called

for the purpose of considering annexation of property pursuant to this Section and to ascertain the presence of a quorum at such meeting.

(c) Acquisition of Real Property. The Declarant may convey or cause to be conveyed to the Association additional real property, or any improvements thereon or interest therein, improved or unimproved, and upon conveyance or dedication to the Association, the same shall be accepted by the Association and thereafter shall be maintained by the Association at its expense as a Common Area for the benefit of all of its Members. Annexation of additional property or future development phases of the Community, if annexed herein, may result in additional Common Area improvements being owned and maintained by the Association and conveyance of Common Areas therein shall not require the consent of any other Owner or Builder.

(d) Withdrawal of Property. Declarant shall be entitled to withdraw portions of the Property owned by Declarant from the terms and conditions of this Declaration, subject to the terms and conditions of this Section. For purposes of this Declaration, the portion of the Property withdrawn from the terms hereof shall be referred to as the "**Withdrawn Property**." In order to withdraw such portion of the Property from the terms of this Declaration, Declarant shall record in the Public Records of Brevard County an instrument executed with the formalities of a Deed, which instrument shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Declarant shall have the right to withdraw portions of the Property from the terms and conditions of this Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee simple owner of the Withdrawn Property, and provided that the withdrawal of the Withdrawn Property shall not result in a material change to the scheme of development of the Community. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration, including all exhibits hereto, or any other covenants, restrictions and/or regulations provided herein or adopted hereunder, except for those easements, rights-of-way, or other portions hereof which, by their terms, specifically survive the termination of this Declaration, which shall include the withdrawal of such lands from the terms and conditions of this Declaration. Notwithstanding the foregoing, (i) withdrawal of property that is the subject of a valid purchase agreement may not be withdrawn absent the prior written consent of the purchaser thereunder and (ii) the Declarant's written consent shall be required for the withdrawal of any portion of the Property during any period of time that Declarant still owns any Lots depicted on the Plat(s).

(e) Amendment. This Article II, Section 4 shall not be amended by the Association without the prior written consent of Declarant during the Development Period or so long as the Declarant or any Builder holds Lots for sale in the ordinary course of business.

ARTICLE III

MEMBERSHIP AND TRANSFERS

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges, of this Declaration, shall be a Member of the

Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to a Lot and may not be separated from ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership. The Owner of record of each Lot shall be subject to assessment by the Association, as hereinafter provided, and shall be subject to enforcement by the Association in accordance with the terms and provisions of this Declaration and the HOA Act.

Section 2. Transfer. Upon the transfer of a Home, whether by sale, gift, demise or otherwise, the new Owner shall, within five (5) days after taking title to the Home, provide the Association notice of such transfer and contact information and any additional information the Association may require. The prior Owner shall deliver to the new Owner any mailbox key(s), gate access devices, or other items issued to the prior Owner by the Association. In the event the prior Owner shall fail to do so, or in the event an Owner loses such a device, the new Owner shall purchase a replacement mailbox key, gate access device, or other item from the Association or its designee. The Association shall not be required to replace or repair any mailbox lock or mailbox key for any Owner, and any repair or replacement of a mailbox lock or mailbox key shall be at the Owner's cost and expense.

ARTICLE IV

VOTING RIGHTS

Section 1. Member Classes. The Association shall have two (2) classes of voting membership:

(a) Class A. "**Class A Members**" Class A Members shall be those Owners defined in Article III, with the exception of the Declarant, until the Class B Membership ceases to exist and is converted to Class A Membership. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class B. The "**Class B Member**" shall be the Declarant and the "**Class B Membership**" shall mean the membership in the Association held by the Class B Member. The Class B Member shall be entitled to three (3) votes for each Class A Member; provided, however, upon the conversion of the Class B Membership to Class A Membership, the Declarant shall be entitled to one (1) vote for each Lot they own in the same manner as all other Class A Members.

Section 2. Turnover. "**Turnover**" shall mean the transfer of operation of the Association by the Declarant to Owners other than Declarant. The Turnover of the Association by the Declarant shall occur at a meeting where the Class A Members shall elect a majority of the Board. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover

meeting, the Association shall notify in writing all Owners and Builders of the date, location, and purpose of the Turnover meeting. The Turnover shall take place, and the Class B Membership shall cease and be converted to Class A Membership on the happening of the occurrence of the following events, whichever occurs earliest, unless otherwise required by Florida law:

(a) Three (3) months after ninety percent (90%) of all Lots in all phases of Harbor Lake Estates to be developed have been conveyed to third-party purchasers (other than Declarant and Builder(s)); provided, however, this event shall be deemed not to have occurred based on Lots conveyed to a person or entity who becomes a successor Declarant by assignment; or

(b) Thirty (30) days after the Declarant elects to terminate the Class B Membership in a written instrument signed by Declarant and delivered to the Secretary of the Association; or

(c) As otherwise required by the HOA Act or applicable Florida law.

Notwithstanding the foregoing, Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

ARTICLE V

PROPERTY RIGHTS

Section 1. Membership Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the non-exclusive use of the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area, and in aid thereof, to mortgage said Common Area, provided, the rights of such mortgagee in said Common Area shall be subordinate to the rights of the Owners hereunder. The right to mortgage the Common Area provided herein shall not become effective until a Home has been constructed upon each Lot within the Property and each Lot has been conveyed from the Declarant to a Class A Member. No such rights to mortgage shall be effective unless approved by a vote of two-thirds (2/3rds) of all Members at a duly noticed meeting for the purpose of approving such mortgage.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes. No such dedication or transfer shall be effective unless approved by the Class B Member prior to Turnover and after Turnover by a vote of two-thirds (2/3rds) of the Class A Members at a duly noticed meeting and the vote of the Class B Member, if any, agreeing to such dedication or transfer, and unless written

notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the duly called meeting at which the vote on such dedication or transfer is held;

(c) The right of the Declarant or the Association to establish, from time to time, certain easements over the Common Area for utilities, broadband communications, cable television and other common services purposes;

(d) The right of the Association to charge reasonable fees for the use of designated facilities (if any) on the Common Area and to temporarily close facilities for repair or maintenance;

(e) Existing easements and agreements of record and those easements granted by the Declarant or the Association in accordance herewith, including without limitation private access easement granted to the Association for the use and benefit of the Owners, their guests, tenants, and invitees, if any; and

(f) Easements referred to in Article X hereof;

(g) The right to the use and enjoyment of the Common Area and facilities thereon, once construction thereof has been completed, shall extend to all Owners and their family, tenants, guests and invitees, provided there is delegation of the right of enjoyment in accordance with the Bylaws and subject to regulation from time to time by the Association in its Rules;

(h) Access to certain Common Area within the Property may not be obtained from an Owner's Lot or from other Common Area or publicly dedicated streets or properties. Thus, to obtain access to certain Common Area for which access cannot be obtained from the Owner's Lot, other Common Area or publicly dedicated streets or properties, the Owner shall need to obtain the permission of an Owner whose Lot is contiguous to said Common Area. The fact that an Owner shall not have access to certain Common Area from his or her Lot, Common Area or publicly dedicated streets or properties does not allow an Owner to avoid liability for Assessments (as defined below) provided for in Article VI of this Declaration; and

(i) The other provisions of this Declaration, the Articles and Bylaws.

Section 2. Common Area.

(a) Ownership. In the event any Common Area is dedicated to the Association, the Declarant will convey such Common Area to the Association and the Association shall maintain the Common Area conveyed to it. In addition, any easement granted in favor of the Association shall be maintained by the Association in accordance with the terms of any such grant or dedication as if such easements were Common Areas; provided, however, the use and enjoyment of such easements shall be limited to the purpose for which they were intended. The Association shall be obligated to accept conveyance of any Common Areas or grants of easements from the Declarant as deemed necessary or advisable by Declarant. The Association shall have the right to promulgate Rules for the use of Common Areas and such restrictions shall be enforceable against all Owners and their guests, tenants and invitees. Common Area shall include

all property dedicated to the Association on a Plat, as well as all property conveyed to the Association.

(b) Maintenance. The Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner in good order, condition, and repair. The Association shall only be responsible for maintenance of the Common Areas to the extent they are not otherwise required to be maintained or delegated for maintenance to another entity. In addition, the Association shall replace as scheduled any and all improvements situated on the Common Areas (upon completion of construction by Declarant), including, but not limited to, all private roads, landscaping, paving, irrigation systems, private lift station and related facilities (including the sanitary sewer system and portion of the force main located within the Community to the connection in the Knox McRae right of way), infrastructure leading to the homesites, sidewalks, fences, open space, mail kiosks and other structures, including entry features, if any, but excepting any public utilities and improvements maintained by the City, County, or other governmental authority. The Association shall be authorized, but not required, to provide other services to make emergency repairs and to perform other work on Lots reasonably necessary for the proper maintenance and operation of the Community, and the Association shall have easement rights necessary to perform same. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through Assessments as provided in this Declaration; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of an Owner or its guest, tenants or other invitees or by the failure of an Owner to comply with the Governing Documents of the Association, including lawfully adopted Rules, shall be levied as an Individual Assessment against such Owner individually. No Owner may waive or otherwise escape liability for the Assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

(c) Rules. The Association, through its Board of Directors, may make and enforce reasonable Rules governing the Common Areas, which Rules shall not be inconsistent with the rights and duties established by this Declaration. Violations may result in the levy of reasonable monetary fines in accordance with the Declaration and applicable law and suspension of Common Area use rights or the right to vote. The Board of Directors shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of fines or suspension of rights shall be as provided herein and in the Bylaws of the Association. The Rules shall not apply to the Declarant or Builders or to any property owned by the Declarant or Builders, and shall not be applied in a manner that would prohibit or restrict the development or operation of the Community or adversely affect the respective interests of the Declarant or Builders. Without limiting the foregoing, the Declarant, Builders and/or each of their agents, contractors and assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas and related improvements within the Community, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) residences and properties located outside of the Community), general office and construction operations within the Community; (iii) to the extent authorized by applicable zoning and other regulations, place, erect or construct portable, temporary or accessory buildings or structures within the Community for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the Community; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or other portions of the Community, signs and other materials

used in developing, constructing, selling or promoting the sale of any portion of the Community including, without limitation, Lots and Homes; and (vi) undertake all activities which, in the sole opinion of the Declarant, are necessary or convenient for the development and sale of any lands and improvements comprising the Community. Notwithstanding the foregoing, the Declarant may promulgate and enforce separate rules and regulations regarding Builders, which shall be provided to such Builders in writing.

(d) Optional Services. The Association shall be authorized, but not required, to provide other services, such as installation and maintenance of entry features, the employment of stationary or patrolling guards within the Community, or other services for maintenance or repair of the Homes or structures, and performing emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Community, and shall have easement rights necessary to perform same. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through Assessments as provided in this Declaration; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of an Owner or its guest, tenants or other invitees or by the failure of an Owner to comply with the Governing Documents of the Association, including lawfully adopted Rules, shall be levied as an Individual Assessment against such Owner individually. No Owner may waive or otherwise escape liability for the Assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

(e) Access Control System. The Association and each Owner, by acceptance of deed to a Lot, acknowledge that the Community has no controlled access facilities at one or more access points to the Community. If the Association attempts to restrict or control access into the Community through means not approved by the Declarant during the Development Period, the Declarant may take any and all measures necessary to eliminate same, including disabling any entry system during any hours desired by the Declarant, and the Declarant shall have no liability in this regard. THE ASSOCIATION, BUILDERS, AND THE DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR ACCESS CONTROL MEASURES. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THE ASSOCIATION, BUILDERS, AND THE DECLARANT, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE ASSOCIATION, BUILDERS, AND THE DECLARANT WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

Section 3. Declarant's and Builders' Reserved Rights. Notwithstanding any provision herein to the contrary, the property rights under this Article V shall be subject to:

(a) The right of Declarant to enter into agreements, execute all documents and take such actions and do such acts affecting the Property or the Common Area which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's or Builders' development, construction, sales and marketing of the Property. However, nothing contained herein shall authorize Declarant to take any action that will diminish the rights of any lienholder or the holder of any mortgage on any Lot or the Common Area; or unilaterally change the

Declaration, Articles, Bylaws and Rules in violation of the HOA Act after the Class B Membership has terminated;

(b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities, adjacent property owners, or governmental bodies for the installation and maintenance of cable television, electrical and telephone conduit and lines, sewers or water pipes, irrigation lines, or any other utilities or services to any Lots within the Property or any portion of the Common Areas, or such easements as Declarant may determine are necessary or beneficial for the maintenance or preservation of the Property;

(c) The Declarant and each Builder shall have full rights of ingress and egress to and through, and over and about the Property, including all Common Areas, during the Development Period and such additional period of time as Declarant or such Builder is engaged in any development, construction or improvement work, sales, leasing or marketing of the Community on or within the Property, and the Declarant and Builders shall further have an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any portion thereof. The Declarant and Builders shall further have the right to operate and maintain models, sales centers and leasing offices and to operate and open gates and access to the Community to facilitate sales and marketing of the Community in Declarant's sole and absolute discretion during the Development Period and such additional period of time as Declarant is engaged in any construction or improvement work, sales, leasing or marketing of the Community or within the Property. No Owner, his guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant, Builders, or any of their agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, promotion or sales activity; and

(d) The Declarant shall have full right to assign any or all of its right, title and interest in the Property, both as Declarant and as a Member of the Association, to another party by the execution and recording of a proper instrument in the Public Records of Brevard County. This provision shall not, however, be construed to allow Declarant to assign a membership in the Association in a transaction separate from ownership of a Lot. Notwithstanding the foregoing, the Declarant, in its sole discretion, shall also have the right to grant to Builders and other third-parties certain rights reserved hereunder to the Declarant for the purpose of construction, sales and marketing by executing a partial, non-exclusive assignment of rights in favor of such party to be kept in the official records of the Association. If the Declarant assigns its rights as Declarant to a successor Declarant, the Declarant shall remain liable for any liabilities, duties or obligations arising prior to the date of such assignment and any statement, representation, warranty, act or omission of Declarant and as the developer of Harbor Lake Estates generally.

(e) Notwithstanding anything contained herein to the contrary, neither the Declarant, nor the Builders, nor the Association makes any representation whatsoever as to the commencement, completion or construction of any recreational facilities or other improvements within or upon the Common Areas. Title to any portion of the Common Areas owned by Declarant may be transferred to the Association at any time, provided that, title to all portions of the Common

Areas owned by Declarant shall be transferred to the Association no later than the expiration of the Development Period. The transfer of title to any portion of the Common Areas to the Association shall be subject to: (i) all rights of Declarant and other persons set forth in this Declaration; and (ii) any restrictions or limitations contained in the instrument conveying such portion to the Association. THE ASSOCIATION AND EACH OWNER SHALL BE OBLIGATED TO ACCEPT THE COMMON AREAS AND ANY IMPROVEMENTS LOCATED THEREON IN THEIR "AS-IS" CONDITION. NEITHER THE DECLARANT NOR ANY BUILDER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO THE COMMON AREAS AND THE IMPROVEMENTS THEREON INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY RELATED TO THE USE OF THE SAME, DATE OF COMPLETION OR FUTURE ECONOMIC PERFORMANCE OR OPERATION OF THE COMMON AREAS AND THE IMPROVEMENTS THEREON, INCLUDING ALL MATERIALS, FIXTURES, PERSONAL PROPERTY OR EQUIPMENT THEREIN. FURTHER, THE DECLARANT MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED, THAT THE PLANS PRESENTLY ENVISIONED FOR THE COMPLETE DEVELOPMENT OF THE PROPERTY CAN OR WILL BE CARRIED OUT, OR THAT ANY REAL PROPERTY NOW OR HEREAFTER ACQUIRED BY DECLARANT IS OR WILL BE SUBJECT TO THIS DECLARATION, OR THAT ANY SUCH REAL PROPERTY (WHETHER OR NOT IT HAS BEEN SUBJECTED TO THIS DECLARATION) IS OR WILL BE COMMITTED TO OR DEVELOPED FOR A PARTICULAR (OR ANY) USE, OR THAT SUCH REAL PROPERTY IS ONCE USED FOR A PARTICULAR USE, WILL CONTINUE IN EFFECT.

Section 4. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Property for public use, except for access to and from and throughout the property described in the Plat or any additions thereto for emergency access, law enforcement and persons providing essential services to the Community and its Members.

Section 5. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 6. Surface Water Management. It is acknowledged that the Property is located within the boundaries of the WMD and that an easement is hereby created over the entire Property for the surface water drainage and storage, and for the installation and maintenance of the Surface Water Management System for the Property in accordance with the Permit and as may be required by the WMD; provided, however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. The Surface Water Management System is anticipated to be owned, operated and maintained by the Association, and/or its agents in compliance with all approvals, codes and regulations of

governmental authorities and the WMD. Such operation and maintenance shall specifically include all utility costs and equipment related to the obligations hereunder, as well as any ongoing monitoring which the Association is required to perform pursuant to the Permit.

Section 7. Association's Obligation to Indemnify. The Association and each Owner covenant and agree jointly and severally to indemnify, defend and hold harmless Declarant, Builders, their officers, directors, shareholders, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving the Association, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Expenses to the extent such matters are not covered by insurance maintained by the Association.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance (including any purchaser at a judicial sale), is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agrees to pay to the Association: (1) any Regular Assessments (as defined below) or charges for the payment of Operating Expenses of the Association (including, without limitation, payment of taxes which may be assessed against any Common Areas or any personal property which may in the future be owned by the Association) ("**Regular Assessments**"); and (2) any special assessments for improvements, or to fund any deficits between the amount collected for Regular Assessments in accordance with the annual budget and the amount determined necessary by the Association for the proper management and maintenance of the Common Areas, together with other costs and/or expenses levied or imposed against the Association or property of the Association ("**Special Assessments**"); and (3) any individual assessments or charges incurred by the Association on behalf of one or more Lots but not all Lots ("**Individual Assessments**"). All such Regular Assessments, Special Assessments and Individual Assessments, collectively referred to as "**Assessments**", shall be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with such interest thereon and costs of collection thereof, including attorney's fees, as hereinafter provided and any applicable late fee imposed by the Board of Directors, shall be a charge on the Property and shall be a ***continuing lien*** relating back to the date of recordation of the Declaration upon any Lot against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such Assessment, together with interest, costs (including applicable late fees), and reasonable attorneys' fees for its collection, including attorneys' fees involved at all appellate levels and whether or not

suit is instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the Assessment becomes due. Each Owner shall be jointly and severally responsible with the previous Owner for all Assessments due to the Association prior to the transfer of title, without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining the Association and the Community, including without limitation the SWMS. Special Assessments shall be used to fund capital improvements, deficits in the collection of Regular Assessments to cover Operating Expenses of the Association, and other purposes deemed necessary by the Board, subject to Section 5 of this Article VI. Individual Assessments shall be for the costs incurred by the Association which by nature are applicable only to one or more Lots, but less than all Lots. By way of example and not limitation, in the event an Owner fails to maintain their Lot in a manner required by the Governing Documents, the Association shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents, shall be an Individual Assessment charged against the Lot.

Section 3. Basis of Regular Assessments – No Establishment of Reserves. For the initial year of operation of the Association, the annual amount for Regular Assessments shall be the amount as set forth in the estimated operating budget of the Association for the initial year of operation. From and after January of the next operating year, the Regular Assessment shall be determined in accordance with the Articles of Incorporation and Bylaws of the Association taking into account current maintenance costs and future needs of the Association as well as the number of Lots subject to the Declaration at the beginning of the next operating year. Assessments of any kind may be levied for the creation of reasonable reserves for any of the aforesaid purposes in accordance with the HOA Act. Each Owner acknowledges the Association is responsible for the repair and maintenance of capital improvements that may result in a Special Assessment due to reserves for repair and replacement of improvements on Common Areas not being collected. Because reserve accounts are not being initially provided for by the Declarant, the Members of the Association may elect to collect reserves after the expiration of the Class B Membership upon the affirmative approval of a majority of the total voting interests of the Association obtained by a vote of the Members at a duly called meeting of the membership or by the written consent of a majority of the total voting interests of the Association in accordance with the HOA Act. The approval action of the membership must state that reserve accounts shall be provided for in the budget and must designate the components for which the reserve accounts are to be established. Upon approval by the membership, the Board shall include the required reserve accounts in the budget in the next fiscal year following the approval and each year thereafter. Once reserves are established as provided in this subsection and the HOA Act, the reserve accounts must be funded or maintained through the collection of Assessments or have their funding waived in the manner provided by the HOA Act. The Declarant reserves the right, but shall not be obligated, to establish voluntary funding accounts for deferred or periodic maintenance, repair or replacement of improvements on the Common Areas. Notwithstanding anything contained herein to the contrary, neither reserves nor voluntary funding accounts will not be funded by the Declarant for the Lots

Declarant owns so long as Declarant is funding any deficits in Operating Expenses pursuant to Section 12 of this Article VI.

Section 4. Uniform Rate of Assessment. Unless otherwise provided for herein, both Regular Assessments and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on an annual, quarterly or monthly basis or at any other interval as determined by the Board of Directors. Regular Assessments shall be calculated based on the total number of Lots planned for the Community by the Declarant until Turnover. After Turnover, Regular Assessments shall be calculated based on the number of Lots subject to the Declaration. Unless otherwise established by the Board, Regular Assessments for all Lots shall be collected in advance on a monthly basis. Payments of all Assessments will be made directly to the Association or its designated management company and in no instance shall any mortgagees have the obligation to collect Assessments. Notwithstanding the foregoing, (a) due to the state of completion and level of services provided by the Association to Vacant Lots, each Vacant Lot may pay a reduced amount of Assessments to be determined by the Declarant until the end of the Development Period and thereafter by the Association and such reduced Assessment amount shall be reflected in the Association budget and (b) Lots owned by the Declarant shall be exempt from payment of Assessments during any period of time that Declarant is funding deficits in Operating Expenses in accordance with Section 12 of this Article VI.

Section 5. Special Assessments. In addition to the Regular Assessments authorized above, the Association may levy in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, to cover deficits in the collection of Regular Assessments to cover Operating Expenses of the Association or as otherwise authorized by the HOA Act; PROVIDED that, prior to the expiration of Class B Membership, any such Special Assessments proposed to be levied by the Board shall first be approved by a majority of the votes of Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 15 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. Any Vacant Lot as of the date the Special Assessment is levied shall only be obligated to pay a portion of such Special Assessment which is consistent with the reduced amount of Regular Assessments paid by such Vacant Lot. The Special Assessment shall be allocated equally to all other Lots that are not Vacant Lots. Lots owned by the Declarant shall be exempt from payment of Special Assessments during any period of time that Declarant is funding deficits in Operating Expenses in accordance with Section 12 of this Article VI.

Section 6. Quorum for Any Action Authorized Under Section 5. At each meeting called for the purpose of Class A Members voting to approve any Special Assessment proposed by the Board as provided in Section 5 above, the presence at the meeting of Class A Members or of proxies entitled to cast thirty percent (30%) of all the votes of Class A Members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, one additional meeting may be called, subject to the notice requirements set forth in Section 5 and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Individual Assessment Against a Particular Owner of Lot. In the event an Owner of any Lot in the Property shall fail to maintain the Lot and the improvements situated thereon in accordance with the terms and conditions of the Governing Documents and any promulgated Rules in a manner satisfactory to the Board of Directors to a minimum standard of consistency with the general appearance of the Property as initially constructed and improved by the Declarant or Builder (taking into account normal wear and tear and exposure to normal exterior conditions, but not to the point of unsightliness), the Association, after approval by a majority of the Board of Directors, shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot, and the exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance performed by the Association on behalf of the Owner may be assessed against the Owner's Lot as an Individual Assessment; and said Individual Assessment shall be enforced in the same manner as other Assessments. In addition, in the event any Owner, its guests, tenants or invitees cause any damage to real or personal property owned or to be maintained by the Association, including without limitation the Common Area and any structure or other improvements thereon, common facilities, landscaping, irrigation, sidewalks, easement areas or improvements maintained by the Association, including the Surface Water Management System, such Owner shall be responsible for the cost of any repairs and replacements required to correct such damage and the cost thereof may be assessed to the Lot Owner as an Individual Assessment.

Section 8. Date of Commencement of Regular Assessments; Due Dates. The Regular Assessments provided for herein shall commence as to each Lot upon the conveyance of the Lot by the Declarant to or by a Builder to a Class A Member other than a Builder. For purposes of Assessments, each Vacant Lot shall cease to be a Vacant Lot upon the earliest of the following events to occur a) a Certificate of Occupancy being issued for a Home constructed on the applicable Lot; or b) the occupancy of a Home constructed on the applicable Lot. The Regular Assessment due and payable for each Lot once it ceases to be a Vacant Lot shall be adjusted according to the number of months remaining in the calendar year in which the full Regular Assessment becomes due. The first Regular Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Regular Assessment against each Lot at least thirty (30) days in advance of each Regular Assessment period. Written notice of the Regular Assessment shall be sent to every Owner subject thereto together with the due date of such Assessments established by the Board of Directors. The Board of Directors, in accordance with the HOA Act, may institute late payment fees for any delinquent payment of the Regular Assessment. The Association shall upon demand at any time, and in accordance with the HOA Act, furnish an estoppel certificate in writing signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. Fees in accordance with the HOA Act may be charged by the Board of Directors or its agent for the issuance of these certificates.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within ten (10) days (or such other period of time established by the Board of Directors) after the due date, an administrative late fee of the greater of Twenty-Five and no/100 Dollars ($25.00) or 5% of the amount of the installment that is past due, together with interest in an amount equal to the maximum rate per annum allowable by law beginning from the due date until paid in full may be levied. The Association, acting through its Board of Directors, may bring an action at law against

the Owner personally obligated to pay the same, or foreclose the lien against the Lot to which the Assessment is levied, and interest, costs and reasonable attorneys' fees, including at all appellate levels and whether or not suit is instituted, in collection or enforcement shall be added to the amount of such Assessment. Additionally, the Board of Directors may at its discretion accelerate the Assessments then due from a delinquent Owner for the next twelve (12) months. The Association may also notify any mortgagees or lenders of Owner, any co-borrowers and/or guarantor(s) without recourse to Declarant and/or the Association of delinquencies in the payment of Assessments. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot. All payments on accounts shall be first applied to fines levied in accordance with the terms of the Declaration, interest accrued by the Association, then to any administrative late fees, then to collection costs and attorney fees, and then to the delinquent Assessments. The allocation of payments described herein shall apply notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment. Additionally, if a Home is occupied by a tenant and the Owner is delinquent in the payment of Assessments, the Association may demand from the tenant payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner may be collected by the Association and shall be credited to the monetary obligations of the Owner to the Association. If within fourteen (14) days from written demand of the Association, the tenant provides the Association with written evidence of making prepaid rent payments, the tenant shall receive credit for the prepaid rent for the applicable period of such prepaid rent.

Section 10. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be superior to all other liens except tax liens and the liens of any bona fide Institutional First Mortgage to an Institutional First Mortgagee recorded prior to any lien for Assessments by the Association; provided, however, that said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtednesses payable in monthly, quarterly or annual payments over a period of not less than ten (10) years.

Section 11. Exempt Property. The following Property subject to this Declaration shall be exempt from the Assessments created herein: (a) any portion of the Property dedicated to and accepted by a local public authority or community development district; (b) the Common Area; and (c) any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida; however, no land or improvements devoted to use as a dwelling shall be exempt from said Assessments. In addition, Lots owned by the Declarant may be exempt from payment of Assessments during any period of time that Declarant is funding deficits in Operating Expenses in accordance with Section 12 of this Article VI.

Section 12. Declarant's Right to Deficit Fund Operating Expenses. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant is in control of the Association, the Declarant shall not be liable for Assessments against such Lots owned by the Declarant, provided that the Declarant funds any deficit in Operating Expenses exclusive of reserves, cost of capital improvements, and non-budgeted repairs or replacement, as specified in Section 720.308(1)(b), Florida Statutes. For the purposes hereof, a deficit shall be computed by subtraction from said Operating Expenses (exclusive of the items described in the foregoing sentence) all Assessments, income, Working Fund Contributions (as defined below) and

any other contributions and other sums and income received or receivable by the Association. The Declarant may at any time commence to pay Assessments to the Lots that it owns and thereby automatically terminate its obligations under this Declaration to fund a deficit in the Operating Expenses, or any time or from time to time elect again to fund deficits as aforesaid. When all Lots within the Property are sold and conveyed to Members, the Declarant shall have no further liability of any kind to the Association for the payment of Assessments or deficits other than those that arose to prior to such time. Should Declarant, in its sole discretion, elect to fund cash shortfalls caused by delinquencies or other matters which would not otherwise require deficit funds from the Declarant, or make excess contributions over the totality of the deficit funding period, such funds shall be considered a loan to the Association to be paid back to the Declarant by the Association. THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), OF THE HOA ACT. AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES, AS MAY BE AMENDED FROM TIME TO TIME, ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

Section 13. Declarant Subsidies. During the period of time that Declarant is offering Homes for sale in the Community and/or based on the number of Homes owned by Owners other than Declarant, Declarant may seek to keep Assessments lower than they otherwise may be by subsidizing the Budget of the Association by making voluntary contributions in amounts determined by Declarant. The amount of any such voluntary contributions may vary from time to time or may be discontinued and recommenced by Declarant from time to time. The determination to subsidize the Budget of the Association, the amount of any such voluntary contribution, the discontinuance and/or recommencement of any such voluntary contributions shall all be made by Declarant in Declarant's sole discretion and in no event shall Declarant have any obligation whatsoever to make any such voluntary contributions. Each Owner shall be solely responsible to review the Budget of the Association then in effect to determine if and to what extent Declarant is making any voluntary contributions to subsidize the Budget and thus lower the Assessments payable by the Owners that would otherwise be higher based on the Operating Expenses of the Association. Declarant's rights under this Section 13 do not constitute a guarantee of Assessments or Operating Expenses under and as described in Section 720.308(2) of the HOA Act.

Section 14. Declarant's Right to Loan or Advance Funds. Declarant may (but is not obligated to) loan, advance or otherwise make payments to the Association to assist the Association in meeting its financial obligations. Should Declarant, in its sole discretion, elect to fund cash shortfalls caused by delinquencies or other matters which would not otherwise require deficit funds from the Declarant, or make excess contributions over the totality of the deficit funding period, such funds shall be considered a loan to the Association to be paid back to the Declarant by the Association. Notwithstanding anything to the contrary contained in this Section 14, if Declarant loans or advances funds to the Association other than as a voluntary subsidy per Section 13 above, then any such sums shall be repaid to Declarant prior to Turnover.

ARTICLE VII

WORKING FUND CONTRIBUTION

Section 1. Working Fund Contribution on Sale by Declarant. At the time of a conveyance of a Lot by the Declarant to a third-party purchaser other than the Declarant (including a Builder), such third-party purchaser shall pay to the Association the amount of $500.00 as a contribution to working capital. These monies (hereinafter called "**Working Fund Contribution**") shall be the Association's property, and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and Bylaws. The Working Fund Contribution shall be deemed ordinary Association income, may be used for Operating Expenses, and need not be separated from or held or applied differently than Assessments. No refund of a Working Fund Contribution will be made on re-sale. Notwithstanding the foregoing, the Declarant may elect, in its sole discretion, to waive the Working Fund Contribution on the initial sale of a Lot. The funds derived from all such contributions are income to the Association and shall be used by the Board of Directors exclusively for purposes which provide a direct benefit to the Community, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs.

Section 2. Working Fund Contribution on Sale by Owner Other Than Declarant. At the time of a resale of a Lot pursuant to a sale by an Owner other than the Declarant, the purchaser of the Lot shall pay to the Association the amount of $500.00 as a Working Fund Contribution. These monies shall be the Association's property and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and Bylaws. The Working Fund Contribution shall be deemed ordinary Association income, may be used for Operating Expenses, and need not be separated from or held or applied differently than Assessments. No refund of a Working Fund Contribution will be made on re-sale. The funds derived from such all such contributions are income to the Association and shall be used by the Board of Directors exclusively for purposes which provide a direct benefit to the Community, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Review of Proposed Construction. Subject to Section 2 below, no exterior improvement or alteration of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including exterior paint, roofing, landscaping, antennas, awnings, and shutters) shall be installed, painted, erected, removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, a majority of the Board of Directors and must comply with the Community Standards; provided, review and approval of central air conditioning, refrigeration, heating, or ventilating systems (HVAC) not visible from the front of Lot, an adjacent Lot, or adjacent Common Area shall not be required. Notwithstanding any other provision in this Declaration, for so long as Declarant has the authority to appoint the entire Board of Directors, Declarant shall have the option to appoint a Board member or other individual

("**Declarant ARC Appointee**") to receive, review and approve or disapprove applications for construction, alterations or additions contemplated by this Article VIII, in lieu of the Board or a committee acting in that capacity. Any reference in this Section 1 (only) to "Board" or "Board of Directors" shall instead mean the Declarant ARC Appointee where such appointment has been made. The Board of Directors may deny proposals or plans and specifications submitted for its approval by providing an Owner written notice of such denial if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will be detrimental to the appearance of the surrounding area of the Property and that the appearance of any improvement or other structure affected thereby will not be in harmony with surrounding structures or is otherwise not desirable in compliance with the Community Standards. Such notice of denial shall include reference to the specific rule or covenant of the Association the improvement does not conform to and/or the specific aspect or part of the improvement does not conform to the rule or covenant. The Board of Directors may condition its approval of proposals and plans and specifications as it deems appropriate and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Board of Directors may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Board of Directors may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. The Board of Directors may establish a requirement that a sum of money in an amount to be determined by the Board be deposited in escrow with the Association as a security deposit for the purpose of defraying (a) the cost of any damage to the Common Area or other portions of the Property resulting from acts or omissions of contractors, vendors or other invitees of Owners in connection with any work performed (as determined in the sole discretion of the Association) or (b) the cost of remediation undertaken by the Board (if any, in the Board's sole discretion) in accordance with Article VIII, Section 4(c) hereof. Such requirement, if adopted, shall provide for application of the deposit for the costs of damage or remediation required, or alternatively, for a return of the deposit upon completion and inspection of the work in the absence damage to the Property within thirty (30) days of the Owner providing its notice of completion to the Association. Any security deposits shall be maintained separately and not commingled with any other Association funds and, upon the completion of the Owner's work, the Owner may request an accounting form the Association for such funds within seven (7) days of receipt of such request from the Owner. Until receipt by the Board of Directors of all required plans and specifications, the Board of Directors may postpone review of any plans submitted for approval. The Board of Directors shall have forty-five (45) days after delivery of the last of all requested required materials to approve or reject any such plans. If an Owner's plans are not approved within such 45-day period, said plans shall be deemed not approved. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Home shall be further conditioned on compliance with Brevard County ordinances, City ordinances, and the obtaining of applicable governmental approvals, if any.

Section 2. No Waiver of Future Approvals. The approval of the Board of Directors, or Declarant ARC Appointee, as applicable, of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors or Declarant ARC Appointee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals,

plans and specifications, drawings or matters whether subsequently or additionally submitted for approval or consent.

Section 3. Liability of the Board of Directors. No member of the Board of Directors, Declarant or Declarant ARC Appointee shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors, the Association, Declarant and Declarant ARC Appointee harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the indemnified persons, their representatives, or appointing entity.

Section 4. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required hereunder the applicant for such approval ("**Applicant**") shall give written notice of completion to the Board of Directors.

(b) Within thirty (30) days thereafter, the Board of Directors or Declarant ARC Appointee, as applicable (or a duly authorized representative) may inspect such completed work. If the Board of Directors or Declarant ARC Appointee, as applicable, finds that such work was not in substantial with the approved plans and Community Standards, it shall notify the Applicant in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If an Applicant is notified of any noncompliance, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the notification of non-compliance. If Applicant does not timely comply, the Board of Directors, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefore being hereby created), and Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, and such shall be charged and collected as an Individual Assessment.

(d) Unless access for inspection is denied or prevented, if for any reason the Board of Directors, or Declarant ARC Appointee, as applicable, fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans. Notwithstanding anything contained herein to the contrary, each Owner is solely responsible for ensuring all improvements comply with the Community Standards, absent written approval of a variance granted by the Board of Directors.

Section 5. Variances. The Board of Directors, or Declarant ARC Appointee, as applicable, may authorize variances from compliance with any of the architectural provisions of this Declaration or the Community Standards when circumstances such as topography, natural

obstructions, hardship, aesthetic or environmental considerations may require. Following Turnover, approval for any such variance must be evidenced in writing by at least two (2) authorized Directors. If a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration or the Community Standards shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the Community Standards for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot and Home, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

Section 6. Architectural Review Committee. Following Turnover, the Board of Directors may assign all of its responsibilities under Article VIII herein, except the granting of variances under Section 5 above, to an Architectural Review Committee to be appointed by the Board of Directors (the "**ARC**"); which committee members must be Members of the Association. Notwithstanding the foregoing, the Board may, but is not obligated to, appoint one Florida licensed architect to the ARC, who is not required to be a Member of the Association.

Section 7. Community Standards. Each Owner, and its contractors and employees shall observe, and comply with, the Community Standards that now or may hereafter be promulgated by the Declarant, the Board or the ARC. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner or Builder to alter the improvements approved by the Board or ARC and previously constructed. Until Turnover, the Declarant shall have the right to unilaterally adopt and amend the Community Standards, and until the expiration of the Development Period, the Declarant shall have the right to approve any modifications to the Community Standards, which approval, may be granted or denied in Declarant's sole discretion.

Section 8. Exemption. Notwithstanding anything to the contrary, any improvements of any nature made or to be made by the Declarant, any Builder or their contractors, agents and assigns, including, without limitation, improvements made or to be made to the Common Areas or any Lot or Home, shall not be subject to the review and approval by the Board, the ARC or the Association. The Declarant may non-exclusively assign an exemption to any other third party, in Declarant's sole discretion. Any such assignment shall not modify or diminish the Declarant's exemption hereunder. Notwithstanding anything to contrary, prior to the Turnover, the Declarant, itself or through a Declarant ARC Appointee, shall have the right to approve any proposals or plans and specifications or drawings for any work done or proposed, in lieu of the Association. The Declarant's review and approval of plans shall be deemed approval of the Board, the Declarant ARC Appointee, the ARC and the Association, and such approval may not be revoked or modified, and any modifications of such approved plans shall only require approval of the Declarant. All improvements of any nature made by a Builder or any other Owner must comply with the Community Standards, if adopted.

ARTICLE IX

USE RESTRICTIONS

The following Use Restrictions shall apply to all Lots within the Community, except for any Lots owned by the Declarant or Builders. Except as otherwise provided herein, each Owner must comply with the following:

Section 1. Residential Purposes. No Lot shall be used for any purpose other than for residential purposes. The occupancy of each Home shall be limited to the maximum number of persons allowable in accordance with Federal Regulations and local ordinances based on the size and configuration of the Home. No building shall be erected altered, placed or permitted to remain on any Lot other than a Home, related appurtenances, and other structures originally constructed by the Declarant or a Builder or in accordance with ARC approval and in accordance with the Community Standards.

Section 2. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be placed or used on any Lot without the approval of the Board or the ARC, as applicable. No such structures shall at any time be used as a residence or appurtenance to such residence, either temporary or permanent. The foregoing shall not apply to temporary construction trailers or other temporary structures used by the Declarant or a Builder.

Section 3. Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Community, or any matter which affects the health, safety or welfare of the owners or occupants of the Property, as determined by the Board in its sole discretion. Such activity shall specifically include, but not be limited to, the use or discharge of firecrackers or fireworks not specifically permitted by applicable local, state or federal law. This Section shall not apply to sales, marketing, construction and development activities by Builders.

Section 4. Pets. No animals of any kind, including but not limited to livestock, swine, poultry, reptiles or insects (including bees) shall be kept, maintained, or bred in any Home or elsewhere within the Property. No pets shall be kept, maintained or bred in any Home except for fish in an aquarium and birds in cages maintained in the interior of the Home and not more than a total of two (2) domestic dogs (other than dogs which under applicable codes, ordinances, or regulations are determined to be a threat to the safety of the occupants of the Property which shall not be allowed under any circumstances in the Property) and two (2) domestic cats shall be permitted to be kept in a Home or Lot, provided such animals are not kept, bred or raised for commercial purposes. In no event may more than four (4) total pets be permitted to be kept in a Home. Notwithstanding the foregoing, the Board of Directors shall specifically have the power, in their sole discretion, to either permit additional domestic dogs or cats to be kept as pets by an Owner if, in the determination of such Board of Directors, the pets shall not cause or be deemed to constitute a nuisance to any other Owner. Each person bringing or keeping a pet within the Property shall be absolutely liable to the Association, other Owners and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the Property and it shall be the duty and responsibility of each such Owner to clean up after such animals which have

deposited droppings or otherwise used any portion of the Property or street abutting or visible from the Property. Animals belonging to Owners, Tenants, guests or invitees of any Owner or Tenant, when outside the Home in the Community must be kept within an enclosure or, on a leash held by a person capable of controlling the animal. No pets shall be "tied out" in a yard or on a porch or patio and left unattended for any extended period of time. Outdoor kennels, cages and dog runs are not permitted on any Lot. The Association shall have the right to promulgate Rules relating to animals and the right to restrict or require removal any such animals determined by the Board or applicable codes or regulations to constitute a nuisance or danger to the Community. In addition, all pet owners shall be required to maintain at all times (a) adequate homeowners' or renters' insurance coverage for any and all liabilities related to the pet(s) owned and kept on the Lot, which insurance shall name the Association as an additional insured to the extent such endorsement is available and (b) current vaccinations as required by applicable state and local law and records relating to such vaccinations for any pet(s) owned and kept on the Lot. Evidence of such insurance coverage and vaccinations shall be provided by the Owner or renter to the Association upon request; provided, however, the Association shall not responsible or liable for any Owners failure to comply with the foregoing. If such evidence is not provided as required herein, the Board shall have the right to require the pet to be removed from the Lot until the appropriate insurance coverage or vaccination, as the case may be, is obtained.

Section 5. Signs. During the Development Period, Owners other than the Declarant and Builders shall not display any signs on a Lot unless such sign is specifically protected under the HOA Act. Thereafter, no sign of any kind shall be displayed to the public view on any Lot, excepting Lots owned by Declarant or a designated Builder, other than one sign not larger than eighteen (18) inches X twenty-four (24) inches and placed in one ground floor window or one second story window and limited to content advertising the property for sale or for rent and one sign of reasonable size provided by a provider of security services within ten (10) feet of any entrance to a Home that does not exceed six (6) inches by six (6) inches in size. The Declarant specifically reserves the right, for itself and for a designated Builder and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within the Community such signs as the Declarant deems appropriate in connection with the development, improvement, construction, marketing, leasing and sale of any of the Lots and Homes; provided, however, notwithstanding anything to the contrary herein.

Section 6. Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other waste shall be kept in sanitary, covered containers, and shall be kept within an enclosed garage or side yard provided the containers are shielded with landscaping, fencing, wall or other approved method as defined by the ARC until the evening before or the morning of curbside garbage pick-up, and such garbage containers must be picked up and stored in the garage no later than 8:00 p.m. on the day of such curbside garbage pick-up. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible from the Common Area streets, from neighboring property or within property contained in the Plat, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with the City code and ordinance and Brevard County Code, if applicable. This Section shall not apply to normal construction debris on the Property during the course of development of the Community

by the Declarant or the construction of a Home or improvements on other portions of the Property (as approved by Declarant) by a Builder.

Section 7. Laundry; Renewable Energy Devices. Subject to the provisions of Section 163.04, Florida Statutes (2023), as may be amended from time to time, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type of article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided that, any such clothesline shall be removed when it is not in use as a clothesline. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, such devices shall be installed only as approved by the Board or the ARC and in accordance with the Community Standards.

Section 8. Personal Property; Patio and Lawn Furniture. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of the Community, which is unsightly or which interferes with the comfort and convenience of others. No patio furniture or swings shall be installed or placed within or upon any portion of the front of a Home or Lot so as to be visible from any street adjacent to the Lot or any other property, without the prior written approval of the ARC or the Board, as applicable. The Board, ARC Appointee or the ARC may establish standards for patio furniture and patio swings at its sole discretion. Swings and patio furniture will not be approved by the Board, ARC Appointee or the ARC for placement in front of the Home unless a front porch is part of the architectural design of the Home. Except as otherwise approved by the Board, ARC Appointee or the ARC in accordance with the foregoing, all other outdoor furniture must be used and stored only in the rear of the Home and shall not be visible from the street in front of the Home. No furniture may be stored on the lawn of the Home. The Board may require the removal of any patio furniture or lawn furniture that is unsightly or creates a nuisance in the Boards' sole discretion. In the event a Home will be unoccupied for a period of seven (7) or more days, prior to departure by the Owner, such Owner must remove all patio furniture and lawn furniture from outside the Home and Lot. In addition, all patio furniture, lawn furniture and lawn ornaments shall be removed from outside and stored within the Home upon issuance of any storm warnings of a Tropical Storm Warning or higher storm warning.

Section 9. Vehicles and Parking.

(a) Parking in the Community is limited to designated driveways and garages or any other paved or concrete surfaces designated by the Declarant or the Association for parking. No vehicles of any nature shall be parked on any portion of a Lot or other portion of the Community, except on the surfaced parking area thereof. Vehicles shall not be parked on the paved or concrete surfaces comprising the Common Areas, except on the side of the street adjacent to the Home. Vehicles may not be parked in the street between midnight and 6:00 a.m. To the extent the Community has any guest parking (if applicable), Owners and any other occupants of a Home are prohibited from parking in such guest parking spaces. An Owner may park its personal vehicle and/or work vehicle (provided such work vehicle is not a commercial motor vehicle as defined in Section 320.01(25), Florida Statutes (2023)) in the Home's garage or in the driveway on the Lot. Parking on streets may be further limited by the Association's Rules and Regulations.

Car covers are prohibited and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty-four (24) hours, except in the garage of a Home. No repair or maintenance, except for emergency repairs of vehicles shall be made within the Community, unless in the garage of a Home. No vehicles within the Community shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. Any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer stored on a Lot shall not be visible from the Lots frontage or an adjacent Lot or an adjacent Common Area. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Owners or the Association during normal working hours or for work performed for the Declarant, Builders or the Association which are necessary in the development, maintenance or management of the Association. The Association reserves the right to limit the size of vehicles, including commercial vehicles, entering the Community as determined by the Association to be appropriate for the interior roads. Such restrictions may be included in the Rules. The Board shall have the sole right to interpret the provisions of this section but must apply its interpretation consistently for all Owners. IN THE EVENT AN OWNER WISHES TO PURCHASE, OR A POTENTIAL PURCHASER OF A HOME OWNS AND INTENDS TO KEEP IN THE COMMUNITY AFTER PURCHASE OF A HOME, A LARGE VEHICLE, THE OWNER OR POTENTIAL PURCHASER MUST CONTACT THE BOARD PRIOR TO THE PURCHASE TO DETERMINE WHETHER THE VEHICLE IS PERMITTED. Automobiles issued by Brevard County, the City, or other governmental entity (i.e., police cars) shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle within the Community shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), mini motorcycles, go karts, or other motorized vehicles other than golf carts (as approved in accordance with this Declaration), ordinary passenger automobiles or motorized wheelchairs are permitted at any time within the Common Areas. Notwithstanding any other provision in this Declaration to the contrary, this Section shall not apply to any vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Builders or their contractors or agents.

(b) Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, the Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section if a vehicle remains in violation of this Section for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing agent the right to enter a Lot and tow vehicles parked in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. By accepting title to a Lot, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and the Common Area which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting. For purposes of this paragraph, "vehicle" shall also mean campers, boats, watercraft, mobile homes, trailers, etc.

Section 10. Septic Tanks. No septic tanks or individual wells will be permitted on any Lot.

Section 11. Garages. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the Board of Directors, or Declarant ARC Appointee or ARC, as applicable). No garage may be used for the operation of a business or for any commercial purpose of any kind. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

Section 12. Fuel Storage. Subject to the terms and conditions of the HOA Act, no fuel storage shall be permitted within the Community, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, lawn maintenance equipment, permanently installed "whole house" generators, or similar devices.

Section 13. Window Covering. No external window covering, reflective window covering or iron or decorative bars (either interior or exterior) may be placed or permitted to remain on any window of any building without the prior written approval of the Board or the ARC, as applicable. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home and no awnings, canopies or shutters shall be affixed to the exterior of a Home without the approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the Board or the ARC, as applicable. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones. Window or wall air conditioner units are prohibited.

Section 14. Flags. No flags or banners will be permitted other than a Flag permitted by the HOA Act, or other local, state or federal law, which must be displayed in a respectful manner and which is subject to reasonable standards for size, placement and safety as may be adopted by the Board or the ARC, as applicable, in compliance with the HOA Act. The Declarant, Builders, and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and for Builders, and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within the Community such flags as the Declarant deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes; provided, however, notwithstanding anything to the contrary herein, the exercise by a Builder of the rights and exemptions in this Section shall be subject to the Declarant's prior written approval as to the location, size, content and design of such Builder's flags within the Community, which approval shall not be unreasonably withheld, conditioned or delayed.

Section 15. Business Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant or Builders, administrative offices of Declarant or Builders, no commercial or business activity shall be conducted in the Community that disrupts the residents, including without limitation, within any Home. No portion of the Common Areas may be used for any commercial or business purpose, including but not limited to

fitness training, without the prior written consent of the Board. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall only be permitted if the business is conducted within the Home and shall not disrupt the residential nature of the Community unless the Board of Directors provides otherwise in the Rules. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community without the prior written consent of Association. No day care center, childcare facility, elder care facility, assisted living facility or halfway house may be operated out of a Home. No garage sales are permitted, except as permitted by the Board.

Section 16. Pools. Above ground swimming pools are not permitted on Lots. Above ground hot tubs may be permitted on lanais or patios so long as the hot tub is under the roof of the Home and complies with all applicable Community Standards. All pools and hot tubs must be approved by the Board or the ARC, as applicable, prior to installation or such improvements are subject to removal at the Owner's expense.

Section 17. Telecommunications. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the Board or the ARC as required by this Declaration. Each Owner agrees that the location of such items must first be approved by the Board or the ARC, as applicable, in order to address the safety and welfare of the residents of the Community and in accordance with any applicable federal regulation. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Association and the Board of Directors and shall be governed by the then current rules of the FCC.

Section 18. Fences. No Owner shall be permitted to install a fence to enclose any portion of the Lot without the prior approval of the Board or the ARC (as applicable) in accordance with Article VIII, which shall approve the material, location and height. All fences must be in compliance with the Community Standards. Initially, any Lots which abut a Lake may only use black aluminum picket fences in the back yards and all other Lots which do not abut a Lake may use tan vinyl fencing, provided the location and height has been approved by the Board or ARC. No "invisible fence", "dog electric fence" or similar device intended to restrain animals through the use of wirelessly transmitted signals shall be permitted. Any perimeter fences or fences along the rear lot line of two Lots with a common rear lot line originally installed by the Declarant, a Builder or the Association shall be maintained by the Association for the benefit of all Owners. Any fence approved in writing by the Board or the ARC shall be maintained by the record title owner of the Lot in accordance with this Declaration and the Community Standards. Due to the Association's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is not expected to be approved by the Board or the ARC. However, in the event a fence is installed within a drainage easement area, with prior written ARC approval and consent of the WMD and/or City if so required, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed or as otherwise provided in this Declaration or the Permit.

Section 19. Screening and Screened Enclosures. All screening and screened enclosures shall have the prior written approval of the Board or the ARC and shall be in compliance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the Board or the ARC, as applicable.

Section 20. Decks. All decks shall have the prior written approval of the Board or the ARC, as applicable. In addition, certain decks or decking impacting Lakes or other water bodies which are part of the SWMS may also require approval from the WMD and/or other applicable governmental authorities. It shall be the responsibility of the Owner to determine if any approval other than the Board or ARC approval is so required and the Association shall have no liability whatsoever to any Owner for installation of improvements without all necessary consents.

Section 21. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type approved by the Board or the ARC, as applicable, and adopted specifications, which may be set forth in the Rules, and in compliance with all applicable building codes. Bahama type shutters are not allowed. Panel, accordion and roll-up style hurricane shutters may not be left closed or installed during hurricane season (i.e. June 1 through November 30 of each year). Such hurricane shutters may be installed upon forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed within seventy-two (72) hours after the end of a hurricane watch or warning or as the ARC may determine otherwise. Approved hurricane shutters that are clear or match the paint color of the Home may be left closed or installed during hurricane season (i.e. June 1 through November 30 of each year). Except as the Board may otherwise decide and as provided herein, shutters may not be closed at any time other than a storm event. Notwithstanding the foregoing, in the event of an emergency and issued storm warning, Owners may install temporary emergency storm protective window coverings up to seventy-two (72) hours prior to the expected arrival of a storm, which must be removed within seventy-two (72) hours after the end of such storm.

Section 22. Lakes. No Owner shall use, or permit any guests, family member, or invitee to use any bodies of water located within the Community for recreational purposes, including swimming, fishing, boating, jet skiing, or any other types of water sports. Swimming, wading or fishing in any body of water within the Community is prohibited. No planting, fencing or other improvements or additions to the landscape area or grassed area surrounding any body of water in the Community and within the maintenance easements surrounding the bodies of water are permitted. No installation of sand or other materials intended to simulate a beach shall be permitted along the lake banks, within the maintenance easements surrounding the lake or rear yards of Lots adjacent to the lakes. The Association has the right to further restrict use of bodies of water in the Community in promulgated Rules established by the Association. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ANY WATER BODIES IN THE COMMUNITY MAY VARY FROM TIME TO TIME. THERE IS NO GUARANTEE BY THE DECLARANT OR ASSOCIATION AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. AT TIMES, AREAS IN THE COMMUNITY WHICH ARE DESIGNED TO RETAIN WATER, MAY HAVE LITTLE TO NO WATER RETENTION AND WATER LEVELS MAY BE NON-EXISTENT.

Section 23. Drones and other Unmanned Aerial Systems. Drones and other unmanned aerial systems may only be used within the Community in accordance with applicable federal, state and local laws. Any purported violations of such law(s) should be reported to governmental authorities instead of to the Association.

Section 24. Gardens and Plantings. No Lot may have a plot of ground where herbs, fruits, flowers or vegetables are grown in the front yard of the Lot. A Lot may have one garden plot in which herbs, fruits, flowers or vegetables may be grown in the rear yard of the Lot, which may not exceed more than 100 square feet in size, provided that the Owner receives the approval of the Board as required by this Section. The Owner shall submit to the Board a plot plan showing the proposed location of the garden and the types of plants proposed to be grown in such garden. Such submission shall be reviewed as if the same were a submission for a new improvement or an alteration to an existing improvement. Any such garden must be screened from view of adjacent Lots and Common Areas. The foregoing shall not prohibit the planting of flowers or other decorative plants or trees in the front yard of the Lot, provided that such planting does not result in the front yard of the Lot becoming, in the sole opinion of the Association, overgrown with such plants or trees. The Association shall not be required to maintain any garden or any other plantings on any Lot except as required by this Declaration.

Section 25. Drainage System and Improvements. The Association shall be responsible for operation, repair and maintenance of all drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area slopes, easements, or other improvements (the "**Drainage Improvements**"), and which may be located within Common Areas or Lots and such Drainage Improvements are considered part of the SWMS; as well as for the maintenance of grassy and lawn areas and routine maintenance of any drainage easements located upon the Lots. The Association shall be responsible for routine maintenance and shall ensure functionality of the approved designed drainage patterns inclusive of all easements, swales, buffers and vegetative areas at all times. Should any area of drainage pattern located within the Common Areas demonstrate a pooling or flooding effect, the Association shall rectify the drainage pattern to its original intended design and any and all costs associated with such repairs shall be payable by all Owners as an Operating Expense. In the event Drainage Improvements are adversely affected by landscaping, fences, structures, or any other improvements (including, without limitation, pavers), the cost to correct, repair, or maintain such Drainage Improvements shall be the responsibility of the record title owner of the Lot that includes such improvements, except as otherwise maintained or repaired by the Association. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to Board or ARC approval) and the roots of such tree subsequently affect Drainage Improvements within another Lot, the Owner that planted the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. NOTWITHSTANDING THE FOREGOING, ASSOCIATION, AND THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER OCCURRING AS A RESULT OF A MALFUNCTION OF A PORTION OF A DRAINAGE SYSTEM ON A LOT.

Section 26. Leases.

(a) All leases or any other agreements with tenants for occupancy of a Home shall be in

writing and a copy of such lease agreement shall be provided to the Association prior to execution of such lease. In the event a Home is leased and copy of the lease is not provided to the Association, then the Association, within five (5) days after determination that the Home has been leased without the Association's prior receipt of such lease, may impose a fine of Five Hundred and No/100 ($500.00) Dollars against the Owner, and require that the Owner submit a copy of the lease to the Association in accordance herewith within five (5) days after the Association's request for such lease. For each lease of a Home, the Owner may be required to pay to the Association or its management agent a fee not to exceed One Hundred Fifty and No/100 ($150.00) Dollars to cover the costs of ensuring such lease complies with this Section and examining records plus all reasonable costs incurred by the Association to conduct a background check of the tenant(s), if applicable. The Board may, by majority vote, require the approval of tenants as condition of occupancy of a Home pursuant to a lease. No lease shall be for a term of less than thirty (30) days. No Home may be leased more than four (4) times in any calendar year unless otherwise approved by Association in the case of hardship; provided, however, that if a tenant defaults under its lease agreement and the Owner terminates such lease on account of such default, then such Owner may be entitled to replace the defaulted and terminated tenancy with a new tenant under a new lease agreement (for a term of at least thirty (30) days), and such new tenancy shall not count as an additional lease for the specified period. The number of occupants must comply with applicable codes regarding the size of the Home.

(b) The tenant, as part of the lease, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and all policies adopted by Association; provided, however, the Owner will be jointly and severally liable with the tenant to the Association for any fine levied for a violation of the Governing Documents sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may by a majority vote establish a requirement that a refundable security deposit not to exceed the greater of One Thousand and No/100 Dollars ($1,000.00) or one month's rent be deposited in escrow with the Association as a security deposit for the purpose of covering the cost of any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Any such deposit shall be maintained by the Association separately from other Association funds and shall be refundable to the tenant. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant for violations of the lease and the costs of the same shall be charged to the Owner as an Individual Assessment.

(c) During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. The Owner shall deliver to the tenant any mailbox key(s), gate access devices, or other items issued to the Owner by the Association. In the event the Owner shall fail to do so, or in the event the tenant loses such a device, the tenant shall purchase a replacement mailbox key, gate access device, or other item from the Association or its designee. The Association shall not be required to replace or repair any mailbox lock for

any Owner or tenant. The tenant shall be required to return all mailbox keys, gate access devices and other items issued to the Owner by the Association to the Owner at the end of the lease.

(d) To preserve the non-transient, single family residential, nature of the Homes and Community, no Home, or portion of a Home, may be listed or advertised as being available for rent, lease, sublease, license, use or occupancy, on any internet website or web-based platform, including, without limitation, airbnb.com, vrbo.com, homeaway.com or any other similar website or web-based platform, regardless of the term or duration of such rental, lease, sublease, license or occupancy. This restriction shall not prohibit the use of an MLS listing service or similar internet website or web-based platform by Owners for leasing activities permitted under this Section of the Declaration.

(e) In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Home is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant pursuant to the HOA Act. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant pursuant to the HOA Act. All sums received from the tenant shall be applied to the Owner's account for the leased Home according to the priority established in the HOA Act until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose.

(f) In addition to any notice to a tenant of a Home permitted to be given by law, an Owner by acceptance of a deed to a Home, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Home of any delinquency by the Owner of the Home in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 et seq.

(g) The restrictions on lease terms set forth in this paragraph shall not apply to Homes (i) owned or leased by Institutional First Mortgagees who have acquired title to a Home by foreclosure in deed in lieu thereof and (ii) the Declarant or its affiliates, or persons/entities Declarant approves, in connection with construction or sale of Homes in the Community.

Section 27. Golf Carts. Golf carts, which are motor vehicles designed for recreational purposes and not capable of speeds in excess of 20 miles per hour, may be operated on roads within the Community but are prohibited on the sidewalks. Golf carts shall only be operated in compliance with pertinent provisions of Chapter 316, Florida Statutes (2023). No person without a valid driver's license shall operate a golf cart in the Community. All occupants of a golf cart

must have a designated seat, no person shall ride on the back of the cart or stand on the cart. Golf carts shall only be operated during daylight hours and must be equipped with efficient brakes, steering apparatus, safe tires, rearview mirror, and red reflective warning devices on both the front and rear of the golf cart. All golf cart drivers shall comply with all traffic laws, including stopping at stop signs and using appropriate directional signals and yielding to car traffic. Golf carts may not be stored or parked in any driveway overnight, rather they must be within an enclosed garage or in another location on the Lot which is not visible from the front of the Lot or adjacent Lots or Common Area. All golf cart owners shall register the golf cart with the Association. The Association may require proof of insurance and the display a Community registration sticker. The Association reserves the right to revoke golf cart privileges to any Owner, occupant or other person who violates the foregoing restrictions or requirements. Low Speed Vehicles, known as LSVs, are prohibited from use on the Common Areas, including private rights of way, in the Community.

Section 28. Site Lines. No fence, wall, hedge or shrub planting which obstruct site lines at elevations between 3 feet and 6 feet above any right of way shall be placed or permitted to remain on any corner Lot within the triangular area form by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same site line limitations shall apply on any lot within 10 feet from the intersection of a property line with the edge of a driveway or alley pavement. Except as herein. provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines. Any such tree or a rare or unusual species may be permitted to remain in place upon application to and written permission from the Declarant during the Development Period or the Association thereafter and approval by the appropriate City, County or state official or department.

Section 29. Mailboxes. Individual mail boxes on any Lot are prohibited. All Owners shall be required to use the central mail kiosk in the Community for delivery and pick up of mail from the postal service.

Section 30. Oil and Mining Operations. No oil, drilling, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 31. Exemptions. Notwithstanding anything to the contrary, any restrictions contained in this Article that would disrupt, inhibit, limit or impede the construction, sales, and marketing of Homes in the Community as determined by Declarant in its sole discretion shall not apply to the Declarant or Builders.

ARTICLE X

EASEMENTS

Section 1. Public Services. Easements are reserved over each Lot and the Common Areas for public service purposes including but not limited to, police protection, fire protection, emergency services, postal service and meter reading.

Section 2. Utilities. Easements for ingress and egress and for the installation and maintenance of all utilities, irrigation lines and equipment, Surface Water Management System, surface water management and drainage facilities, landscaping, fencing, signage, and street lighting are reserved on and over each Lot and the Common Areas in favor of the Association and other entities with maintenance responsibilities related to the same. Such easements are reserved for their intended purpose and shall not be removed by subsequent Owners. The right is also reserved to the Declarant and the Association to create additional utility easements by separate instrument as may be required from time to time. Easements are hereby created in favor of the County and/or City for installation, maintenance, and operation of water, sewer, drainage, and other utilities with the right of access, installation, maintenance, repair, and operation of such utilities over, under, and upon Tract A of the Plat and those public utility easements shown on the Plat.

Section 3. Encroachments. Notwithstanding any other provisions contained in this Declaration, in the event that any Home, as constructed by the Declarant or a Builder on a Lot, encroaches upon any portion of the Common Area or an adjoining Lot, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Area or adjoining Lot. In the event any fence, roof, overhanging roof, or portion of the Home, as constructed upon any Lot by Declarant or a Builder, encroaches or overlaps upon any other Lot or the Common Area, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Home is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots or Common Area.

Section 4. Common Area Maintenance. An easement is reserved over the Property, including each Lot, in favor of the Association for maintenance of the Common Area and to allow the Association to fulfill any and all of its maintenance obligations hereunder.

Section 5. Drainage. A non-exclusive easement shall exist in favor of the Declarant, the Association, and their designees, the WMD, the County, the City, and/or any governmental agency having jurisdiction over the Community, over, across and upon the Community for drainage, irrigation and water management purposes. A non-exclusive private drainage easement and pond maintenance easement shall also exist on the rear twenty feet of Lots 1 through 12 and Lots 15 through 21, as shown on the Plat. Any such drainage easement shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by the Declarant or a Builder, (ii) landscaping of the SWMS, (iii) as required by the City and/or County, as applicable, and/or (iv) improvements approved by the Board or the ARC, as applicable. A non-exclusive easement for ingress and egress and access exists over, across and upon the Community

for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of the Community and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the Community and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

Section 6. Blanket Easement in favor of the Association. The Association is hereby granted an easement over all of the Community, including all Lots, for the purposes of: (i) constructing, maintaining, replacing and operating all Common Areas; (ii) performing any obligation the Association is obligated to perform under this Declaration; and (iii) performing any obligation of an Owner for which the Association intends to impose an Individual Assessment.

Section 7. Development Easement. In addition to the rights reserved elsewhere herein, the Declarant reserves an easement for itself and for Builders (subject to the terms and conditions of this Declaration with respect to Builders), and their nominees, over, upon, across, and under the Property as may be required in connection with the development of the Property, and other lands designated by the Declarant, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Lots, Homes, any portion of the Property, and other lands designated by the Declarant. Without limiting the foregoing, the Declarant specifically reserves for itself and for Builders, and their subcontractors, suppliers and consultants, the right to use all paved roads and rights of way within the Community for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. The Declarant shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas, shall be deemed ordinary maintenance of the Association payable by all Owners as part of the Operating Expenses. Without limiting the foregoing, at no time shall the Declarant and/or Builders be obligated to pay any amount to the Association on account of the Declarant's and/or Builders use of the Common Areas. The Declarant and Builders intend to use the Common Areas for sales of Lots and Homes. Further, the Declarant and Builders, if approved by Declarant, may market other residences and commercial properties located outside of the Community from the Declarant's or Builders' respective sales facilities located within the Community. The Declarant and designated Builders have the right to use all portions of the Common Areas free of charge in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential homes, subject to the prior written approval of the Declarant. The easements created by this Section, and the rights reserved herein in favor of the Declarant shall be construed as broadly as possible and supplement the rights of the Declarant set forth in this Declaration. Notwithstanding any other provision of this Declaration to the contrary, the exercise of such the easement rights reserved in favor of Builders pursuant to this Section shall be subject to the Declarant's prior written authorization provided in a written instrument executed by the Declarant and, at the Declarant's option, recorded in the Public Records of Brevard County.

Section 8. Maintenance of SWMS Easement Areas. Within any of the easement areas hereby reserved or created, or shown on the Plat of the Community, or within designated Common Areas or other portion of the Property containing any component of the Surface Water Management System, no digging, excavation, depositing fill material, debris or any other material or item, or altering any water control structure, or any other construction to modify the Surface Water Management System shall be allowed, and no permanent structure may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or drainage canals in the easements, or which may obstruct, alter, or retard the flow of water through drainage channels in the easements. The area of each Lot upon which an easement is located shall be maintained continuously by the Owner of the Lot, except as otherwise expressly provided herein, and except that those improvements which are the property of a public authority or utility company shall be maintained by such authority or utility company.

Section 9. Right of Entry. The Declarant, the Builders, and the Association are granted a perpetual and irrevocable easement over, under and across all of the Community for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, the Declarant, for itself and on behalf of Builders, specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, the Declarant or a Builder, as applicable, may construct, maintain, repair, alter, replace and/or remove improvements, install landscaping, install utilities, and/or remove structures on any portion of the Property if the Declarant or such Builder, as applicable, is required to do so in order to obtain the release of any bond posted with any governmental agency. The Declarant, the Builder, and/or the Association shall give reasonable notice to the Owner prior to entry onto such Owner's Lot and shall enter at a reasonable time of day. Notwithstanding the foregoing, in the event of any emergency which might reasonably result in damage to any Lot or the improvements located thereon, the Association shall have the right to enter any Lot as may be reasonably necessary to resolve such emergency without prior notice to the Owner thereof. Any such entrance by the Association shall not be deemed to be a trespass upon such Lot.

ARTICLE XI

COVENANTS FOR HOME MAINTENANCE

Section 1. Lot Owner Maintenance. Each Lot Owner shall be responsible for the maintaining, repairing, and replacing of the Home and all other improvements situated on his Lot in a clean, sanitary, neat, safe and orderly condition, including without limitation, all obligations for structural maintenance, repair or replacement of walls, windows and roofs, gutters, downspouts and skylights, patio screens, screen enclosures, doors, fixtures or equipment, or any equipment, facilities or other items whatsoever installed within or placed upon any Lot by any Owner, including its agents, or other designees, and/or any other maintenance obligations designated as the Owners' responsibilities from time to time in the Declaration or the Rules. It will also be the duty of each Owner to maintain in good repair any driveway servicing a single Lot, as well as any sidewalks located on or abutting his or her Lot. Each Owner shall obtain the written consent of

the Association prior to making any modifications requiring approval under Article VIII hereof. If any Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration. In addition, in the event an Owner fails to repair or replace improvements as required herein, the Association has the right, after applicable notice to the Owner of the Owner's failure to perform its obligations hereunder and reasonable time for the Owner to perform the work, to perform any work necessary to shared improvements and charge the responsible Owner or Owners the expense thereof as an Individual Assessment.

Section 2. Lawn Maintenance. It shall be the duty of each Owner to maintain and cut the grass located on his or her Lot, the right-of-way located immediately adjacent to such Owner's Lot, and any lake or retention banks located immediately adjacent to such Owner's Lot, the cost of such grass maintenance being assumed by and the responsibility of the Owner of such Lot. It shall be the duty of the Owner to replace any dead or dying grass located on his or her Lot and/or the right-of-way and any lake bank located immediately adjacent to such Owner's Lot. The Owner shall not use any fertilizers on the lake banks or in the lakes or retention ponds. Lake or retention banks shall be mowed frequently enough to prevent thatch build-up and resodded where grass has died, been removed or eroded. The Owner shall not plant any trees or shrubbery on his Lot without first obtaining the prior written consent of the Association, unless the planting is the replacement of existing landscaping that has died or otherwise requires replacement. In the event an Owner fails to adequately maintain the lawn, control weeds, cut the grass on the Lot or replace dead grass, after reasonable notice and the opportunity to do the required maintenance, the Association shall have the right to enter upon the Lot and perform necessary lawn maintenance or cut the grass. The Association is hereby granted an easement over and across the Owner's Lot for the purpose of maintaining and cutting the grass, if necessary, and the Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Association. The Owner shall be responsible for all costs incurred by the Association in maintaining the lawn and landscaping on the Owner's Lot and shall promptly reimburse the Association within ten (10) days after receipt of an invoice from the Association for such maintenance. All such costs shall be deemed an Individual Assessment on such Lot. Notwithstanding the foregoing, the Association may, in its sole discretion, elect to assume the responsibility to maintain and cut the grass located on each Lot and the adjacent rights-of-way and to replace any dead or dying grass located on each Lot and/or the adjacent rights-of-way and lake banks, the cost of which (if undertaken by the Association in the Association sole discretion) shall be an Operating Expense. The Association reserves the right to elect to assume such responsibilities by notifying each Owner in writing and the Association reserves the right to shift such responsibilities back to the Owner, as provided for above, at any time thereafter by notifying the Owners in writing.

Section 3. Irrigation. It shall be the duty of the Association to maintain the irrigation system (equipment and lines) for the Common Area at the Association's expense, the cost of which shall be an Operating Expense. It shall be the duty of each Owner to maintain any irrigation line and all related equipment located on and servicing a Lot at the Owners' expense. Notwithstanding the foregoing, the Association may, in its sole discretion, elect to maintain the irrigation systems located on each Lot, the cost of which (if undertaken by the Association in the Association sole discretion) shall be an Operating Expense. The Association reserves the right to elect to assume such responsibilities by notifying each Owner in writing and the Association reserves the right to shift such responsibilities back to the Owner, as provided for above, at any time thereafter by notifying the Owners in writing. The Association are hereby granted an easement over and across

each Owner's Lot for the purpose of installing and maintaining the irrigation system. The Association shall not be obligated to install or maintain any irrigation lines located on an Owner's Lot, but the Association may perform maintenance of such irrigation lines in the event the Owner of the Lot fails to do so after reasonable notice and opportunity to do the required maintenance. The Owner shall be responsible for all costs incurred by the Association in maintaining the lawn and landscaping on the Owner's Lot and shall promptly reimburse the Association within ten (10) days after receipt of an invoice from the Association for such maintenance. All such costs shall be deemed an Individual Assessment on such Lot. Owners shall not place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the consent of the Association. Each Owner shall be responsible for payment of any costs related to the repair and/or replacement necessary as a result of any damage done to the irrigation system, whether on such Owner's Lot or the Common Area, caused by such Owner, any member of such Owner's family, any guests, invitees, tenants, contractors, workers or agents of Owner. Each Owner shall be responsible for the cost of any damage or erosion caused by the operation of the drainage system installed on his or her Lot. Repair of such damage or erosion may be performed by the Association. Further, the Owner shall not place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the written consent of the Association. The irrigation systems in the Community may use reclaimed or reuse water from the City, County, or other sources for irrigation purposes. Reclaimed or reuse water has received a degree of treatment and basic disinfection at a wastewater treatment facility but does not qualify as potable water under applicable governmental, so irrigation water should not be consumed by persons or animals. The Association, Builders and Owners shall be responsible for adhering to any rules set forth in by the City and/or County utility service department with respect to the use of reclaimed water, including without limitation any fees association with the reclaimed water charged by the City and/or County utility services division.

Section 4. Landscaping. The Association shall be responsible for the maintenance of landscaping within any landscape buffer easement on the Common Areas or landscaping buffers originally installed by the Declarant or the Association on the Common Areas to comply with applicable codes and permits. Such maintenance shall include routine trimming, weeding and pruning of the landscaping and all other necessary maintenance, repair and replacement to keep any landscape or landscape buffer in compliance with applicable codes or permits. The cost of such maintenance shall be borne by the Association as an Operating Expense. Each Owner shall be responsible for all maintenance and replacement of any landscaping installed on such Owner's Lot, mulching landscape beds, and to replace grass, trees, and shrubs. All landscaping on each Lot shall meet minimum City standards and requirements. Owners hereby acknowledge the landscape material on the Property and within any landscape buffer easement is intended to fulfill requirements of governing jurisdictions and to provide landscape buffers to the adjacent properties and roadways. Owners shall not cut or remove any landscape materials on landscape easements, landscape materials installed by the Declarant, the Association or any landscape materials required to remain pursuant to a permit or other governmental regulation. Any Owner violating the restrictions of this section resulting in landscaping needing to be repaired or replaced will be charged the cost of such work as an Individual Assessment. In addition, in the event an Owner fails to replace landscaping materials as required herein, the Association has the right, after applicable notice to the Owner of the Owner's failure to replace landscaping, to replace the landscaping and charge the Owner the expense thereof as an Individual Assessment. Notwithstanding the foregoing, the Association shall not be responsible for replacing dead or dying landscaping on any Lot, which shall be the Owner's obligation at the Owner's expense.

Section 5. Exterior Pressure Cleaning. Each Owner shall be responsible for pressure cleaning of the Home and improvements located on the Lot as required by the Association in accordance with this section. It is anticipated that the Association shall require the roof, exterior walls and patios of Homes to be pressured washed by the Owner of such Home at least every three (3) to five (5) years and when such Home is to be painted in accordance with this Section or any other schedule adopted by the Board. Each Owner shall have the right to pressure wash more frequently than is required by the Association. The foregoing shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. The Board shall convene a duly noticed meeting to determine when the pressuring washing shall be required for all Homes in the Community and each Owner shall have at least one hundred twenty (120) days to commence the work after the Association provides written notification of required cleaning. Notwithstanding the foregoing, by majority vote of the Board of Directors at a duly noticed meeting, the Association may enter into a contract for pressuring washing of all Homes in the Community, and in such event the costs and charges thereof shall be shared equally by each Owner as an Operating Expenses. If any Owner fails or refuses to pressure wash its Home or other improvements as required herein, the Association may perform the work and charge the Owner the cost thereof as an Individual Assessment.

Section 6. Exterior Painting and Roof Replacement. Each Owner shall be responsible for repairing, insuring and maintaining the roof of his or her Home, replacing the roof at the end of the useful life of the roof of his or her Home and for periodic exterior painting of his or her Home. Each Owner shall be responsible for all other exterior maintenance and repairs of the Home and improvements on a Lot required by the Association in accordance with the Declaration. The Board shall determine, in the Board's sole discretion, when exterior painting of Homes is required; provided, however, in no event shall such exterior painting be performed less than every seven (7) to ten (10) years, unless approved by a majority of the Owners at a duly noticed meeting of the Association for the purpose approving exterior painting of the Homes. Each Owner shall have the right to paint or clean more frequently than required by the Association, provided that prior written approval of paint color is obtained from the Board or the ARC. Replacement of roofs due to casualty or negligence of an Owner or its tenants, guests or invitees shall be the responsibility of the impacted Owner(s). If any Owner fails or refuses to perform the obligations as required herein, the Association may cause the work to be performed and charge the Owner the cost thereof as an Individual Assessment.

Section 7. Insurance. Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the Home and any improvements located thereon in an amount equal to the maximum insurable replacement value. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to re-sod and landscape land comprising the Lot. Such coverage shall afford protection against (i) loss or damage by fire, hurricane, tornado, wind-storm, or other hazards covered by a standard extended coverage endorsement, and (ii) such other risks as from time to time shall be customarily covered with respect to similar construction, location and use as the Home including but not limited to vandalism and malicious mischief. Such coverage shall name the Association as an additional insured party. The Owner shall furnish proof of insurance to the Association at the time of purchase of a Lot and shall furnish proof of renewal of such insurance on the anniversary date thereof, if requested by the Association. In addition, any Owner owning or keeping a pet on a Lot shall also obtain and maintain adequate homeowners' insurance

to cover pet liability, naming the Association as an additional insured. Notwithstanding anything to the contrary in this Section, the Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home.

Section 8. Requirement to Reconstruct or Demolish. In the event that any Home on a Lot is destroyed by fire or other casualty, the Owner of such Lot shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or (ii) the Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the Board or the ARC, as applicable ("**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed, all debris must be removed from the Lot, and the entire Lot must be sodded within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. Notwithstanding anything contained herein to the contrary, in the event an Owner elects to perform the Required Demolition, the Association shall have the right to require such Owner to thereafter commence to rebuild the Home, and such reconstruction/rebuilding of the Home must be completed within one (1) year from the date from the date such Required Demolition is completed, or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. In no event shall the obligation for assessments be suspended whether the Home is demolished and made vacant, nor during any rebuilding process. As to reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the Board or the ARC, as applicable. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes. The standard for all demolition, reconstruction, and other work performed as required by this Section shall be in accordance with the Community Standards and any other standards established by the Association with respect to any casualty that affects all or a portion of the Community. If an Owner of a Lot refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then the Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. The Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to the Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual

Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by the Association, including any costs incurred with the management and oversight of any such Required Repair or Required Demolition performed by the Association. Notwithstanding anything to the contrary in this Section, the Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home sufficient for necessary repair or reconstruction work. Moreover, the Association, its directors and officers, shall not be liable to any person if the Association does not enforce the rights given to the Association in this Section.

Section 9. Lake Banks. Each Owner shall be responsible for maintaining and mowing the lake bank slope adjacent to the lake tracts from the Lot line to the deep cut water line of the lake. Any erosion or natural change in grade of the lake bank slope from design grade within the limits of the Owner's property and between the property line and lake deep cut line shall be repaired or corrected by the Owner at the expense of the Owner. If the Owner fails to cause such repair or correction, the Association may cause such repair or correction after fourteen (14) days' written notice to the Owner and may charge the expense of such repair or correction to the Owner as an Individual Assessment. No Owner shall otherwise change the grade of the lake bank slope. Water levels in lakes and ponds may rise and fall significantly due to, among other things, weather and fluctuations in ground water elevations within the surrounding areas. Accordingly, the Association has no control over such water levels and ground water elevations. Each Owner, by acceptance of title to his/her Lot, releases the Declarant, Association, and WMD against any and all losses, claims, demands, liabilities, damages, costs and expenses of whatever nature or kind (including without limitation, attorney's fees and court costs at trial and at all appellate levels), relating to, rising out of and/or resulting from water levels in any lake, pond or body of water in the Community.

Section 10. Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. The Declarant, Builders, and the Association shall not have liability under such circumstances for any damage or loss that an Owner may incur in the event an Owner fails to maintain their Home in accordance with this provision. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED THE DECLARANT, THE BUILDERS AND THE ASSOCIATION FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

Section 11. Water Mains, Utilities and Improvements within Lots. In the event Brevard County, the City, or any of its subdivisions, agencies, and/or divisions must remove or damage any portion of a driveway, landscaping, or other improvements located on an Owner's Lot, or the right-of-way immediately adjacent to such Lot, in connection with operation, maintenance or

repair of any water line, water main, or other utility facilities, if applicable, then the Owner of the Lot upon which such driveway, landscaping, or other improvements are located (or the Owner of the Lot immediately adjacent to the right-of-way upon which such damaged driveway, landscaping, or other improvements are located) shall be responsible to replace or repair such driveway, landscaping or other improvement (if such driveway, landscaping or other improvements is not repaired by the County or City) at such Owner's expense (unless such expenses are paid for by the County or City). In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary repair and/or replacement and charge the costs thereof to the non-complying Owner as an Individual Assessment. In the event that the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

ARTICLE XII

COVENANTS RELATING TO FIRST MORTGAGEES

Section 1. The following actions will require the prior written approval of two-thirds (2/3rds) of the holders of record of Institutional First Mortgages on Lots within the Property, (based upon one (1) vote for each Institutional First Mortgage holder): the abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Area or improvements thereon by the Association, other than the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area; a material change in the method of determining the Assessments or other charges that may be levied against an Owner; the failure of the Association to maintain fire and extended coverage on any insurable improvements hereafter on the Common Area and any insurable improvements thereon in an amount that shall not be less than one hundred (100%) percent of the insurable value, based on the current replacement costs; the use of the insurance proceeds paid to the Association for any loss to the Common Area, or the improvements thereon, for any purpose other than the repair, replacement or reconstruction of the Common Area or the improvements thereon; the amendment of the Declaration in any manner which materially affects or impairs the rights of an Institutional First Mortgagee; the conveyance, encumbrance or hypothecation in any manner of the Common Area.

Section 2. An Institutional First Mortgagee holding an Institutional First Mortgage encumbering any Lot in the Property may singularly or jointly with other Institutional First Mortgagees: pay the taxes or other charges which are in default and which may or have become a charge against the Common Area; pay overdue premiums on hazard insurance policies for the Common Area; or secure new hazard insurance coverage for the Common Area after lapse of the existing coverage. In the event any Institutional First Mortgagee makes any of the aforementioned payments, such Institutional First Mortgagee shall be entitled to immediate reimbursement from the Association for the payments advanced, and such Institutional First Mortgagee shall be subrogated to the assessment and lien rights of the Association against the Owners for the repayment of such advance, and the expense of making such reimbursement to the Institutional First Mortgagee shall be deemed a common expense of the Association.

Section 3. No provision of this Declaration shall be interpreted to give an Owner, or any other party, priority over the rights of any Institutional First Mortgagee pursuant to the terms of its Mortgage on any Lot on the Property in the event of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Any Institutional First Mortgagee who obtains title to a Lot pursuant to the remedies provided in said Institutional First Mortgagee's Institutional First Mortgage on that Lot, or obtains title by deed in lieu of foreclosure, shall not be jointly and severally liable with the prior owner for unpaid Assessments or charges accrued against said Lot prior to the acquisition of title to said Lot by such Institutional First Mortgagee; however, such Institutional First Mortgagee, or its successors or assigns as a subsequent holder of the first mortgage, acquiring title to a Lot by foreclosure or by deed in lieu of foreclosure, shall be liable for the unpaid Assessments that became due before the Institutional First Mortgagee's acquisition of title in the amount equal to the lesser of (i) the Lot's unpaid Assessments and Special Assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one percent of the original mortgage debt on the Lot. The limitations on Assessment liability for Institutional First Mortgagees obtaining title through foreclosure provided by this paragraph apply only if the Institutional First Mortgagee filed suit against the Owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable. Institutional First Mortgagees shall be responsible for all Assessments on the Lot as of the date of acquisition, including any Special Assessment or Individual Assessment assessed or coming due after the date of acquisition of title to the Lot.

Section 5. The Institutional First Mortgagee of any Lot on the Property is entitled, upon request, to written notification from the Association of any default in the performance by the Owner of any of such Owner's obligations pursuant to the terms of this Declaration, which default is not cured after sixty (60) days' notice to such Owner.

Section 6. Any Institutional First Mortgagee who acquires title to any portion of the Property by way of foreclosure, deed in lieu of foreclosure, or otherwise, shall be entitled to any exemption from the restrictions on sales and leasing of Homes and Lots to the same extent that Declarant would be exempt from such restrictions.

ARTICLE XIII

RETENTION/DETENTION AREAS

Section 1. Retention/Detention Areas. THE COMMON AREAS MAY INCLUDE RETENTION/DETENTION AREAS. NEITHER THE DECLARANT, THE BUILDERS, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN THE PROPERTY; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE BUILDERS NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE

CONTROL OF THE DECLARANT, THE BUILDERS, AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY DECLARANT, THE BUILDERS, OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. DECLARANT, THE BUILDERS, AND/OR THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN THE PROPERTY. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES THE RETENTION/DETENTION AREAS WITHIN THE PROPERTY MAY BE EXPOSED TO, AMONG OTHER THINGS AND EVENTS, FLOODING, POTENTIALLY DANGEROUS WILDLIFE AND INSECTS AND ODOR FROM ALGAE BLOOMS.

Section 2. Retention/Detention Area Slopes. The rear yard of some Lots may contain slopes adjacent to the retention/detention areas (the "**Retention/Detention Area Slopes**"). All Retention/Detention Area Slopes will be regulated and maintained by the Association. The Declarant hereby grants the Association an easement of ingress and egress across all Lots adjacent to retention/detention areas for the purpose of regulating and maintaining such Retention/Detention Area Slopes, except as otherwise provided in the Retention/Detention Area Slopes Maintenance Standards, if any. The Association may establish from time to time standards for the Retention/Detention Area Slopes to be complied with by all Owners who own Lots adjacent to such areas ("**Retention/Detention Area Slopes Maintenance Standards**"). Such Retention/Detention Area Slopes Maintenance Standards may include requirements respecting compaction and strengthening of banks. The Association shall have the right to inspect such Retention/Detention Area Slopes to ensure that each Owner has complied with its obligations hereunder and under the Retention/Detention Area Slopes Maintenance Standards. Each Owner hereby grants the Association an easement of ingress and egress across his or her Lot to access all retention/detention areas for the purpose of ensuring compliance with the requirements of this provision and the Retention/Detention Area Slopes Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this Section or any Retention/Detention Area Slopes Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

ARTICLE XIV

WATER MANAGEMENT SYSTEMS

Section 1. General. The Association shall be responsible for the maintenance of SWMS in the Community. All SWMS within the Community, excluding those areas (if any) normally maintained by the City, County or another governmental agency, will be the ultimate responsibility of the Association, whose agents, employees, contractors and subcontractors may enter any portion of the SWMS and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. The Association shall have the right to enforce the provisions of this Section. FURTHER NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION, THE DECLARANT, AND BUILDERS SHALL HAVE

NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

(a) Except as permitted by the Permit, no construction activities may be conducted relative to any portion of the SWMS without the prior written consent of the City, County or WMD, as applicable. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there exists within the Community wetland mitigation areas or retention/detention areas, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the WMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by the WMD in the Permit may be conducted without specific written approval from the WMD.

(b) No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by the Declarant, the Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

(c) No Lot, Common Area or any other portion of the Community shall be increased in size by filling in any retention/detention area that it abuts. No person shall fill, dike, rip-rap, block, divert or change the established retention/detention areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant, or the Association may draw water for irrigation or other purposes from any retention/detention areas, nor is any boating, wading, or swimming in such retention/detention areas allowed.

(d) All SWMS, excluding those areas (if any) maintained by the City, County or another governmental agency will be the ultimate responsibility of the Association. The Association may enter any Lot, the Common Area or any other portion of the Community and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper surface water management. The cost of such alterations, improvements or repairs shall be an Operating Expense of the Association. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

(e) Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including the WMD, the Association, and the Declarant, its successors and assigns.

(f) The WMD and/or the City shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the SWMS.

(g) Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of the WMD and the City.

(h) If the Association ceases to exist, the SWMS shall be transferred to, accepted and maintained by an entity in accordance with Rule 62-330.310, Florida Administrative Code (as may be amended from time to time), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved by the WMD prior to such termination, dissolution, or liquidation.

(i) No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the Permit and/or the Plat or approved plans, unless prior approval is received from the WMD pursuant to environmental resource permitting.

(j) Each Owner within the Community at the time of the construction of a Home or structure shall comply with the construction plans for the SWMS approved and on file with the WMD.

(k) Owners shall not remove native vegetation (including cattails) that becomes established within the retention/detention areas abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the retention/detention areas to the WMD.

Section 2. Proviso. Notwithstanding any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS, unless the amendment has been consented to in writing by the WMD. Any proposed amendment that would affect the SWMS must be submitted to the WMD for a determination of whether the amendment necessitates a modification of the Permit from the WMD.

Section 3. Mitigation Area Monitoring. In the event the Community has onsite wetland mitigation (as defined in the regulations) that requires monitoring and maintenance by the Association, the Association shall perform all such wetland mitigation monitoring, if any, in accordance with all Permit conditions associated with such wetland mitigation, monitoring, and maintenance, to the extent the Association is required to perform such monitoring and maintenance.

Section 4. Conservation Areas. The Property, including Lots and Common Areas, may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland buffers, upland and conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation or preservation easement ("**Conservation Areas**"). Conservation and preservation easements on the Property may be established or dedicated on the Plat, by a separate instrument and/or this Declaration. The Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the City, County (if applicable), the WMD or any governmental agencies having jurisdiction. Owners of Lots abutting Conservation Areas shall not remove native vegetation (including cattails) that becomes established within the Conservation Areas abutting their Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the

Conservation Areas to the WMD, Surface Water Regulation Manager. NEITHER THE DECLARANT, BUILDERS, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE CONSERVATION AREAS IN THE PROPERTY; PROVIDED, FURTHER, NEITHER THE DECLARANT, BUILDERS, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, BUILDERS, AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL CONSERVATION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, BUILDERS, OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

Section 5. Use Restrictions for Conservation Areas. The Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit and/or the Plat(s) associated with the Property. Activities prohibited within the Conservation Areas include, but are not limited to, the following:

(a) Construction of any structure or improvement;

(b) Filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development;

(c) Any activity which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats; (iii) existing biosystems or ecosystems; or (iv) recovery of an impaired system;

(d) Discharging or placing within any Conservation Area organic or inorganic matter or deleterious substances or chemical compounds;

(e) Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

(g) Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

(h) Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance;

(i) Construction or maintenance of any building, residence, or structure, or undertaking or performing any activity in the Conservation Areas described the Permit and/or in Plat of the Property or any portion thereof, including the wetlands, wetland mitigation area(s),

buffer area(s), upland conservation area(s) and drainage easement(s), unless prior approval is received from the WMD; and

(j) Each Owner within the Community at the time of construction of a building, residence, or structure shall comply with the construction plans for the SWMS approved and on file with the WMD.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR EXCEPT TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE ASSOCIATION IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY THE WMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

Section 6. Littoral Areas. The ponds and wetlands within the Community may contain littoral areas which are required by State and/or the City or County regulations to be vegetated with native plants and maintained in perpetuity. Littoral areas aid in shoreline stabilization and nutrient uptake, and provide habitat for native animal species. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the WMD. Removal includes dredging, the application of herbicide, cutting of and the introduction of grass carp. The Association shall be responsible for monitoring and maintenance, including removal, of exotic nuisance plant species which may be located within the SWMS in accordance with the Permit and the City Land Development Regulations and the cost of the same shall be Operating Expense.

Section 7. Rights of Enforcement. The WMD, the Association, the Declarant and each Owner shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, monitoring, repair and replacement of the SWMS. Notwithstanding the foregoing, the WMD and/or the City shall have the right to take enforcement action, including a civil action for injunction and penalties, against the Association to compel it to correct any outstanding problems with the SWMS, comply with the mitigation or monitoring requirements of the Permit, or other responsibilities under the control of the Association.

Section 8. Disclosure. ALL OWNERS ARE ADVISED THAT A PERMIT FROM THE WMD AND THE CITY IS REQUIRED FOR (I) ALTERATIONS TO THE SWMS OR (II) ANY ENCROCHMENTS INTO A WETLAND, WETLAND BUFFER, CONSERVATION EASEMENT OR ADJACENT OFF-SITE PROPERTY BUFFERS.

ARTICLE XV

INSURANCE AND HAZARD LOSSES

Section 1. Authority. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if available at commercially reasonable rates, for the Common Area and all insurable improvements owned by or dedicated to the Association ("**Association Property**"). If blanket all-risk coverage is not available at commercially reasonable rates, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. Insurance that shall be carried on the Association Property, to the extent provided in this Article XV, shall be governed by the following provisions:

Section 2. Named Insured. All insurance policies upon the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if possible, licensed by the State of Florida. The named insured shall be the Association. The Association has the authority to use their discretion in obtaining the coverage listed hereinafter, as some of the requirements may be or become unobtainable, or may be cost prohibitive.

Section 3. Coverage. The Association shall use its best efforts to maintain insurance covering the following:

(a) Casualty. The Association Property to be insured under the Association's policy(ies) and such improvements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Areas or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurance replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors. Such coverage shall afford protection against:

(b) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and

(c) Such Other Risks as from time to time are customarily covered with respect to the Association Property and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(d) Flood Insurance. If any part of the Association Property is in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, the Association may maintain a master or blanket policy of flood insurance. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program.

(e) Liability Insurance. If the policy does not include "severability of interest" in its terms, a specific endorsement must be obtained to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or of other Owners.

(f) Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Association Property and insuring the Association

and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors may determine from time to time. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

(g) Workmen's Compensation Insurance. The Association shall obtain workmen's compensation insurance in order to meet the requirements of law, as necessary.

(h) Directors and Officers Liability Insurance. The Association shall obtain directors and officers liability insurance providing such coverage as the Board of Directors may determine from time to time.

(i) Fidelity Bond/Theft Insurance. Subject to the rights of the Association set forth in the HOA Act, the Association shall obtain insurance or a fidelity bond for all persons who control or disburse funds of the Association, with coverage in the amount of the maximum funds that will be in the custody of the association or its management at any one time.

(j) Other Insurance. The Board of Directors shall obtain such other insurance as they shall determine from time to time to be desirable.

Section 4. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

Section 5. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected as part of the Regular Assessments.

Section 6. Association's Power to Compromise Claims. The Board of Directors is hereby irrevocably appointed agent for each Owner and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Covenants Run With Land. All covenants, conditions, restrictions, reservations, easements, liens and charges contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Restrictions, Conditions and Easements, and (b) the Articles of Incorporation and Bylaws of the Association. The restrictions and limitations of this Declaration are intended to be and shall be taken as consideration for any lease or deed of conveyance hereinafter made. The Association shall be the entity responsible for the operation and maintenance of the Common Area improvements.

Section 2. Exclusive Rights to Use Name of Community. No person shall use the name " Harbor Lake Estates " or any derivative of such names or in any logo or depiction associated with the Community in any promotional materials, signage or on the Internet in any manner which objectively may cause confusion that the source of such use is Declarant or the Association.

Section 3. Enforcement. The Declarant or the Association shall have the right during the Development Period to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. After the Development Period, the Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by these covenants, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 5. Duration. The covenants, conditions, restrictions, reservations, easements, liens and charges provided for in this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of not less than thirty (30) years from the date this Declaration is recorded, after which time said covenants, as amended from time to time, shall automatically renew for successive ten (10) year periods, or if required by the law then in effect, be extended for successive periods in accordance with Florida Statutes, Chapters 720 and 712, as amended from time to time; unless prior to the end of such thirty (30) year period, or each successive ten (10) year period, an instrument signed by an officer of the Association on behalf of eighty percent (80%) of the total voting interests of all Members agreeing to terminate this Declaration has been recorded in the Public Records of Brevard County. If the Members do not elect to terminate this Declaration as provided in the foregoing sentence, the Board shall record a notice of preservation of this Declaration or similar document to evidence the continuing effect of this Declaration at least 30 days prior to the end of such thirty (30) year period or such successive ten (10) year period. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

Section 6. Dissolution of Association.

(a) Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days thereafter, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event the Association ceases to exist, the SWMS shall be conveyed to the WMD or an appropriate

agency of local government and, if not accepted by such agency, the SWMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code (2019, as may be amended from time to time), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved in writing by the WMD prior to such termination, dissolution, or liquidation.

(b) Applicability of Declaration after Dissolution. In the event of dissolution of the Association, the Community and each Lot therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas (if any). The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of the Community that had been Common Areas and continue to be so used for the common use and enjoyment of the Declarant, Builders and other Owners.

Section 7. Amendment.

(a) Amendment by Declarant. So long as there is a Class B Member, Declarant reserves the right to amend this Declaration without the consent of the Owners or any other person or entity, unless otherwise provided in this Declaration and provided such amendments comply with the HOA Act. Such amendments shall not require the consent of any Institutional First Mortgagee. No provisions related to the Declarant's rights may be amended without the consent of the Declarant. Amendments made by the Declarant in accordance herewith, shall become effective when executed by Declarant and recorded in the Public Records of Brevard County, Florida.

(b) Amendments by Association. After the Class B Membership ceases to exist, the covenants and restrictions of this Declaration may be amended by an affirmative vote of not less than thirty (30%) percent of the Owners at a duly noticed meeting at which a quorum was attained for the purpose of voting on such amendment. Amendments made by the Association in accordance herewith, shall become effective when duly executed by the Association and recorded in the Public Records of Brevard County, Florida.

(c) Restrictions on Amendments. No provisions relating to the Builders' rights may be amended without the consent of the Builder(s) affected by such proposed amendment. No Amendment may remove, revoke, or modify any right of privilege of the Declarant without the express written consent of the Declarant. Notwithstanding anything in this Declaration to the contrary, any amendment to the Declaration, Articles or Bylaws affecting any aspect of the Surface Water Management System must receive prior written approval of the WMD and Association. Any amendments must be properly recorded in the Public Records of Brevard County, in the State of Florida. Pursuant to the City Land Development Regulations, Owners shall notify the City of and obtain City approval of any ~~amendment~~changes, amendments, or alterations to this Declaration~~ or other amendments to the Governing Documents which modify or change the plan of development~~, and all proposed amendments shall be ~~submitted to the City for review~~reviewed and ~~approval~~approved by the City Council prior to the recording of such Amendment.

Section 8. Remedies for Violations – Fines and Suspensions. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, in the event of a violation of the Declaration, the Articles, the Bylaws or the Rules adopted hereunder, the Board is authorized to (1) levy a fine against the Owner who allegedly, or whose family member, guest, and/or tenant committed such violation, and (2) suspend the right of a Member, his family, guest and/or tenant (the "Respondent") to the use of the Common Areas (except for the portions thereof which are necessary as a means of ingress and egress or utility service). In the event of a delinquency in any monetary amount owing to the Association, the Board may suspend Common Area Use rights (except for the portions thereof which are necessary as a means of ingress and egress or utility service) and/or voting rights. For those instances in which the violation was committed by a tenant, the Board may fine the tenant and/or suspend the tenant's Common Area use rights (except for the portions thereof which are necessary as a means of ingress and egress or utility service). The Board shall review alleged violations and decide whether to levy a fine or suspension at a duly noticed meeting of the Board after notice and hearing as required by the HOA Act. The Board may not impose a fine or suspension except in accordance with this Section 7, the Bylaws and the HOA Act.

(a) Types of Remedies.

(1) Fines. Fines shall be in a reasonable amount based on the alleged violation, shall not be limited in amount, and shall be equal for any Member charged for the same offense. The Board may establish a schedule of fines for common violations and shall issue such fine for such violation unless the circumstances merit a different fine for such violation. Any variation from the established fine amount shall be explained by the Board in writing when such fine is issued. Any continuing violation shall be a separate violation for each day it continues and will not be limited in the aggregate. A lien may be imposed by the Association once the aggregate fine for such continuing violation equals or exceeds $1,000.00, and shall be treated like an Assessment for purposes of collection and foreclosure. Any fine shall be due thirty (30) days after the date of the Tribunal (as hereinafter defined) or Association delivers written notice to the Owner pursuant to the HOA Act of the Tribunal findings including how the Respondent may cure the violation, fulfill the suspension or the date the fine must be paid; provided, however, if a violation has been cured by the hearing in the manner specified in the hearing notice, no fine may be imposed.

(2) Suspensions.

(i) For any failure to comply with the provisions of the Declaration, the Articles, these Bylaws or the Rules adopted hereunder, any suspension shall be for a period of not more than thirty (30) days for any noncontinuing infraction. In the case of a continuing failure to comply with such provisions, the suspension may be imposed for so long as the violation continues. The term of such suspension shall commence on the day following the date of the Tribunal (hereafter defined) or Association delivers written notice to the Owner pursuant to the HOA Act of the Tribunal findings and how the Respondent may fulfill the suspension.

(ii) For the nonpayment of any Assessment, fine or other monetary obligation due to the Association which is more than ninety (90) days delinquent, the Association may, without notice of a hearing or an opportunity for a hearing, impose a suspension of (a) the right of the Respondent to use the Common Area (except for the portions thereof which are necessary as a

means of ingress and egress or utility service) or (b) the voting rights of the Member's Lot. Such suspensions must be approved at a properly noticed board meeting and the Association must notify the applicable Owner and, if applicable, the Lot's occupant, licensee, tenant, or invitee by mail or hand delivery. The term of such suspension shall commence on the day following the Board's decision to impose such suspension and shall end upon full payment of all obligations currently due or overdue to the Association.

(iii) In no event shall a suspension of Common Area use rights impair the right of an Owner or tenant of a Lot to have vehicular and/or pedestrian ingress to and egress from the Lot, including, but not limited to the right to park or the right to utility services.

(b) Restrictions on Remedies. No fine or suspension may be imposed unless (a) written notice of the alleged violation is given to the Owner in the manner herein provided, (b) the alleged violator has been given an appropriate hearing and (c) the decision to impose a fine or suspension is approved by a majority of the Board and by the Tribunal. The failure of the Board to enforce the Rules, these Bylaws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by the Bylaws or by law shall be cumulative and none shall be exclusive. However, any individual must exhaust all available internal remedies of the Association prescribed by the Bylaws, or by any Rules and regulations adopted by the Association, before that Member may resort to a court of law for relief from any provision of the Declaration, the Articles, the Bylaws or the Rules. The rights of the Association to suspend voting rights, to impose interest charges, accelerate Assessment payments, or to otherwise enforce the payment of Assessments, as elsewhere provided in the Declaration and the Bylaws, shall not be subject to the provisions of this Section or require the notice and hearing provided for herein.

(c) Notice. The Board shall provide to the Respondent, at least fourteen (14) days prior to the date of such hearing, written notice of (i) the Board's intention to impose a fine or suspension, (ii) that a hearing has been scheduled at which a Tribunal shall meet and consider whether to approve such fine or suspension and (iii) that the Respondent may present an argument at such hearing as to why such fine or suspension should not be imposed. In no event may the fine be due or the suspension commence prior to the hearing. Within seven (7) days after the hearing, the Tribunal shall provide written notice to the Owner at his or her designated mailing or e-mail address in the Association's official records and, if applicable, any occupant, licensee, or invitee of the Owner, of the Tribunal's findings related to the violation, including any applicable fines or suspensions that the Tribunal approved or rejected, and how the Owner or any occupant, licensee, or invitee of the Owner may cure the violation, if applicable, or fulfill the suspension.

(d) Tribunal. The Board shall appoint a committee of at least three (3) Members to serve as the "Tribunal" for purposes of approving or disapproving fines and suspensions in accordance with the HOA Act. No member of the Tribunal shall be a Director, Officer or employee of the Association, nor shall any member of the Tribunal be related by blood or marriage to either the complaining party, the Respondent or any Director, Officer or employee of the Association. The Board may appoint more than three (3) Members to the Tribunal, but in no event shall the Tribunal overseeing any hearing be comprised of fewer than three (3) Members. Tribunal Members may be replaced by the Board from time to time, in the Board's sole discretion. The Tribunal shall elect a Chairman. The Tribunal shall exercise all other powers relating to the

conduct of the hearing. If the Tribunal, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The Tribunal must approve or deny a proposed fine or suspension even if the proposed violator does not contest such fine or suspension.

(e) Hearing. The procedure of the hearing shall be as set forth in the Bylaws.

(f) Right of Entry. In addition to the foregoing rights, whenever (a) there shall have been built within the Property any structure which is in violation of this Declaration or in the event of any damage or destruction of any of the Property or portion thereof by an Owner or any of its guests, invitees, lessees or occupants, into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, or (b) any portion of the Property and/or Home owned by an Owner has fallen into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, a duly authorized representative of the Association may enter upon the Property where such violation, damage or destruction exists and summarily abate, remove or correct the same at the expense of the Owner. The Association shall give the Owner at least fourteen (14) days' prior written notice of its intention to exercise this right, except where such violation, damage or destruction poses a threat to the lives or property of other Owners. The Association shall then make the necessary repairs, constructions, etc., to insure that the Property and improvements where such violation occurred is restored to the same condition in which it existed (or should have existed) prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. All amounts expended by the Association, together with interest thereon at the rate of eighteen (18%) percent per annum from thirty (30) days after the date of notification of the violation and all costs and reasonable attorney's fees incurred by the Association shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth herein.

Section 9. Effect of Waiver of Violation. No waiver of a breach of or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles or Bylaws, shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles or Bylaws.

Section 10. Instruments Governing Common Area and Owners of Lots; Governing Law. This Declaration and the Articles and Bylaws, and any lawful amendments thereto shall govern the Common Area improvements and the rights, duties and responsibilities of the Owners of Lots. This Declaration shall be governed by the laws of the State of Florida and exclusive venue shall be in Brevard County, Florida.

Section 11. Compliance with HUD, FHA, VA, FNMA, GNMA and WMD. Notwithstanding any provision of this Declaration to the contrary, as long as the Class B Membership exists, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, the WMD, or any other governmental agency or body as a condition to, or in connection with, such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, any Owner, or any other party shall be required or necessary to such amendment. After the expiration of Class B Membership, but subject to Article XVI, Section 4 of this Declaration and the HOA Act, the Board shall have the

right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, the WMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board. Notwithstanding any inconsistent or contrary provision in this Declaration, if and for so long as any Lot is encumbered by a mortgage insured by the FHA, VA, or USDA, any restrictions in this Declaration on renting, subleasing, conveyance or reconveyance of Lots that violate any mandatory FHA, VA, or USDA underwriting guidelines or requirements shall not apply to such Lots or its Owner, provided any compliant portion of such restriction shall remain in full force and effect.

Section 12. Agreements for Professional Management. Any agreement for professional management, or any other contract providing for services of the Declarant may not exceed three (3) years. Any such agreement must provide for the termination by either party without cause and payment of a termination fee on sixty (60) days or less written notice.

Section 13. Declarant's and Builders' Disclaimer of Representations. Notwithstanding anything to the contrary herein, neither Declarant nor any Builder makes any warranties or representations whatsoever that the plans presently envisioned for the development of the Property or surrounding land can or will be carried out, or that any real property now owned or hereafter acquired by the Declarant is or will be subjected to this Declaration, or that any such real property (whether or not is have been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While neither Declarant nor any Builder has any reason to believe that any of the restrictive covenants and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, neither Declarant nor any Builder makes any warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant and Builders harmless therefrom.

Section 14. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owner by United States First Class Mail, postage prepaid, at the address of the Home situated upon the Lot. Such notices shall be deemed given when deposited in the United States Mail. Any Owner may change his mailing address by written notice given to the Declarant or the Association in the official records of the Florida Department of State, Division of Corporations, or the official address of the Association as it may be designated from time to time.

Section 15. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose.

Section 16. Grammatical Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 17. Conflicts. In the event of any conflict between the provisions of this Declaration, the Articles and the Bylaws, the provisions of this Declaration, the Articles and the Bylaws shall control in that order.

Section 18. CABLE TELEVISION, INTERNET AND HOME SECURITY MONITORING SERVICES. THE ASSOCIATION IS NOT OBLIGATED TO BUT MAY ENTER INTO AN AGREEMENT WITH A CABLE TELEVISION COMPANY, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANY PURSUANT TO WHICH ALL OF THE OWNERS WILL BE PROVIDED CABLE TELEVISION AND/OR INTERNET SERVICE AND/OR HOME SECURITY MONITORING SERVICES WHICH WILL BE CHARGED AS ASSESSMENTS. IN THE EVENT SECURITY MONITORING IS PROVIDED TO THE OWNERS BY THE ASSOCIATION, DECLARANT, BUILDERS AND THE ASSOCIATION WILL HAVE NO LIABILITY OF ANY KIND OR NATURE DUE TO THE FAILURE OF THE SECURITY MONITORING COMPANY TO DETECT OR REACT TO FIRE, UNAUTHORIZED ENTRY, OR OTHER SECURITY PROBLEM IN ANY HOME.

Section 19. LIMITATION OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE GOVERNING DOCUMENTS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS, REGULATIONS, POLICIES OR OTHER RULES OF THE UNITED STATES, STATE OF FLORIDA, THE CITY OF TITUSVILLE, BREVARD COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES, NOTWITHSTANDING THE FACT THAT THE ASSOCIATION MAY ADOPT RULES, POLICIES AND/OR REGULATIONS WHICH PROHIBIT OR REQUIRE SIMILAR ACTIONS AS SUCH LAWS, REGULATIONS, POLICIES OR OTHER RULES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

(d) THE ASSOCIATION MAY ADOPT POLICIES, RULES AND/OR REGULATIONS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE OF THE COMMUNITY OR THAT ARE REQUIRED BY A GOVERNING JURISDICTION. ANY SUCH POLICY, RULE OR REGULATION OR ANY AMENDMENT TO THIS DECLARATION, THE ARTICLES OR BYLAWS RELATING OR WHICH IS HELD TO RELATE TO THE HEALTH SAFETY AND/OR WELFARE OF THE COMMUNITY SHALL BE INTERPRETED AND ENFORCED FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF AND NOT AS A GUARANTEE OF PROTECTION FOR THE OWNERS AGAINST ANY ILLNESS, DISEASE, BODILY HARM, DEATH OR OTHER HARM.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING USE OF ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OF MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED AND RELEASED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD OF DIRECTORS MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT, BUILDERS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, MEMBERS AND AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

Section 20. CONSTRUCTION ACTIVITIES. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, BUILDERS, THE ASSOCIATION, AND/OR THEIR RESPECTIVE EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (THE "**LISTED PARTIES**") WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. SUCH EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY MAY POSE RISKS TO PERSONS OR PROPERTY WITHIN THE COMMON AREAS OR LOTS. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR

OTHER INTEREST, OR BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (I) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (II) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (III) INTENTIONALLY DELETED, (IV) THE LISTED PARTIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND COMMITTEE MEMBERS SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (V) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (VI) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT AND BUILDERS TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

Section 21. WATER BODIES AND WILDLIFE. THE SUBDIVISION MAY CONTAIN WATER BODIES SUCH AS LAKES, PONDS, CANALS, CREEKS, STREAMS, PRESERVES OR OTHER BODIES OF WATER IN OR IN THE VICINITY OF THE SUBDIVISION ("**WATER BODIES**"). SUCH WATER BODIES MAY POSE HEALTH AND SAFETY RISKS TO OWNERS, OCCUPANTS AND USERS OF THE PROPERTY IN AND AROUND THE SUBDIVISION, INCLUDING THE RISK OF DANGEROUS WILDLIFE. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE LISTED PARTIES SHALL NOT BE LIABLE TO OWNERS, OCCUPANTS AND USERS OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR WATER LEVEL OF OR IN ANY WATER BODIES. ALL OWNERS, OCCUPANTS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE RELEASED THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH WATER BODIES. FURTHER, THE LISTED PARTIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND COMMITTEE MEMBERS ARE NOT RESPONSIBLE FOR MAINTAINING OR ASSURING SAFETY OF ANY OWNERS, OCCUPANTS OR USERS OF WATER BODIES OR AREAS IN OR AROUND SUCH WATER BODIES. NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO ANY WATER BODIES. ALL PERSONS USING OR ENJOYING WATER BODIES OR SURROUNDING AREAS OF THE WATER BODIES SHALL DO SO AT THEIR OWN RISK. ALL OWNERS, OCCUPANTS AND USERS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALL TYPES OF WILDLIFE, INCLUDING ALLIGATORS, SNAKES, PANTHERS, BEARS AND OTHER ANIMALS, MAY LIVE, MIGRATE, CREATE HABITATS OR ENTER INTO WATER BODIES AND SURROUNDING PROPERTY AND MAY POSE A HEALTH AND

SAFETY THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE. EACH OWNER, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO A LOT, AGREES TO REVIEW AND COMPLY WITH THE WILDLIFE MANAGEMENT PLAN FOR THE COMMUNITY, IF ANY AND TO CAUSE ALL OCCUPANTS OF THEIR HOME TO COMPLY WITH SUCH WILDLIFE MANAGEMENT PLAN. NO PERSONS SHALL SWIM IN ANY WATER BODIES WITHIN THE COMMUNITY NOT SPECIFICALLY DESIGNATED FOR SWIMMING AND NO PERSONS IN THE COMMUNITY SHALL FEED ANY WILDLIFE IN OR AROUND THE COMMUNITY.

Section 22. PRIVATE LIFT STATION FACILITIES. THE COMMUNITY INCLUDES A PRIVATE LIFT STATION AND RELATED FACILITIES, WHICH ARE FOR THE PURPOSE OF WASTEWATER TREATMENT. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES THAT THE COMMUNITY HAS A PRIVATE LIFT STATION AND RELATED AMENITIES, WHICH SHALL BE OWNED, OPERATED, MANAGED, MAINTAINED, REPAIRED AND REPLACED BY THE ASSOCIATION AND ALL COSTS AND EXPENSES RELATED THERETO ARE OPERATING EXPENSES OF THE ASSOCIATION TO BE PAID BY ALL OWNERS AS ASSESSMENTS. THE LISTED PARTIES SHALL HAVE NO LIABILITY FOR PERCEIVED OR ACTUAL NUISANCE OR CLAIMS RELATED TO THE PRIVATE LIFT STATION AND RELATED FACLITIES OR ON-GOING RESPONSIBILITIES OF THE ASSOCIATION RELATED TO THE LIFT STATION AND RELATED FACILITIES IN THE COMMUNITY.

Section 23. Common Area Facilities.

(a) General Restrictions. Each Owner, its guests, invitees, tenants, and other persons entitled to use any Community facilities and other Common Areas within the Community shall comply with following general restrictions:

(1) Minors. Minors are permitted to use the Community facilities; provided, however, parents are responsible for the actions and safety of such minors and any damages caused by such minors. The Association may adopt reasonable regulations and restrictions from time to time governing minors' use of the Community facilities, including, without limitation, requirements that minors be accompanied by adults while using the Community facilities.

(2) Responsibility for Personal Property and Persons. Each Owner and tenant assumes sole responsibility for the health, safety and welfare of such Owner and/or tenant, his or her invitees and guests, and the personal property of all of the foregoing, and each Owner and tenant shall not allow any damage the Community facilities or other Common Area, or interfere with the rights of other Owners hereunder. Neither Declarant, nor Builders, nor the Association shall be responsible for any loss or damage to any private property used, placed or stored on the Community facilities. Further, any person entering the Community facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions, including, without limitation, wallets, books and clothing left in the Community facilities.

(3) Activities. Any Owner, tenant, guest, invitee or other person who, in any manner, makes use of the Community facilities, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored either on or off the Community facilities, shall do so at their own risk. Every Owner shall be liable for any property damage and/or personal injury at the Community facilities, caused by such Owner or such Owner's tenant, invitee or guest.

(b) Indemnification. By the use of the Community Facilities and other Common Areas, each Owner, its tenants, occupants, guests and invitees agree to indemnify and hold harmless the Declarant, Builders and the Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, "**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to use of the Community facilities or other Common Areas by Owners or tenants, their occupants, invitees and their guests and/or from any act or omission of the any of the Indemnified Parties. Losses shall include the deductible payable under any of the Association's insurance policies.

(c) Attorney's Fees. Should any Owner, its tenants, occupants guests or invitees bring suit against the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Owner and/or its tenants, occupants, guests, or invitees shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

Section 24. Financial Crimes Enforcement Network ("FinCEN") Reporting. As of January 2024, following adoption of the federal Corporate Transparency Act, beneficial owners of entities including homeowners' associations are required to file certain identifying information with FinCEN, a bureau of the U.S. Department of the Treasury. This includes all current and subsequently elected and appointed Board members of the Association. In order to be eligible to serve on the Board, individuals who are current Board members or those elected or appointed to fill a vacant position, shall obtain a FinCEN Identifier by registering with FinCEN online at https://fincenid.fincen.gov/landing. The issued FinCEN Identifier shall be promptly provided to the current Board along with all other necessary identifying information to allow the Board to update its Beneficial Ownership Information Report ("BOI Report"). If for any reason, the FinCEN Identifier is not timely provided or the Board is unable to register and update its BOI Report within the deadlines established by FinCEN, then such individual shall not be eligible to serve on the Board and will be removed if currently serving on the Board.

Section 25. Conflicts. In the event of any conflict between the provisions of this Declaration, the Articles and the Bylaws, the provisions of this Declaration, the Articles and the Bylaws shall control in that order.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Declarant has executed this Declaration, this ___ day of _____, 2024.

Signed, sealed and delivered
in the presence of:

D.R. HORTON, INC., a Delaware corporation

_____
Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

_____
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 2024, by_____, as _____ of Flamingo Lane Company, Inc., a Florida corporation, on behalf of the corporation, and he is [ ] personally known to me or [ ] has produced _____ as identification.

_____
Signature of Notary Public

[SEAL]

_____
Notary Public Name (Typed or Printed)
Notary Public, State of Florida at Large
Commission No. _____
My commission expires: _____

JOINDER

Harbor Lake Estates Homeowners Association, Inc., a not-for-profit Florida corporation whose mailing address is_____, hereby approves and joins in the Declaration of Covenants, Conditions and Restrictions of Harbor Lake Estates and the Exhibits attached thereto and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of the Declaration.

In Witness Whereof, Harbor Lake Estates Homeowners Association, Inc. has executed this Joinder on this _____ day of _____, 2024.

Signed, sealed and delivered
in the presence of:

Harbor Lake Estates Homeowners Association, Inc., a Florida not-for-profit corporation

_____
Print Name: _____

By: _____
_____, President

_____
Print Name: _____

STATE OF FLORIDA)
: SS.
COUNTY OF _____)

The foregoing instruction was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 2024, by _____, as President of Harbor Lake Estates Homeowners Association, Inc., a not-for-profit Florida corporation, on behalf of said Corporation. He/She is [ ] personally known to me or [ ] has produced _____ as identification .

_____
Signature of Notary Public

[SEAL]

_____
Notary Public Name (Typed or Printed)
Notary Public, State of Florida at Large
Commission No.: _____
My commission expires:_____

EXHIBIT "A"
PROPERTY

EXHIBIT "B"
ARTICLES OF INCORPORATION

EXHIBIT "C"
BYLAWS

EXHIBIT “D”
WMD PERMIT

Exhibit “A”

Legal Description

LEGAL DESCRIPTION:

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:

Beginning at the point of intersection of the West Boundary line of Oakdale Subdivision, Section Two, recorded in Plat Book 20, Page 22 of said Public Records with the North right of way line of Knox McRae Drive and run thence N 00 degrees 41'33"W, along said West line, 675.19 feet to the Northwest corner of Oakdale Section Three, recorded in Plat Book 20, Page 23 as recorded in said Public Records of Brevard County, Florida; thence run N 87 degrees 20'40"E, along the North line thereof, 339.63 feet to a Point of Intersection with the Southerly prolongation of the East line of Lot 57 as shown on said Plat of Titusville Fruit and Farm Lands Co. Subdivision; thence N 00 degrees 56'44"W, along the East line of said Lot 57 and Lots 40 and 25, a distance of 1336.31 feet; thence S 89 degrees 03'16"W, 1341.82 feet to a point lying on the West line of the aforesaid Lot 43; thence S 00 degrees 52'30"E, along the West lines of said Lots 43,54 and 75 to the Southwest corner thereof; thence N 87 degrees 17'14"E, along the South line of said Lot 75 a distance of 327.52 feet to the Southeast corner of said Lot 75; thence S 01 degrees 06'41" E, along the West line of the aforesaid Lot 87 a distance of 514.38 feet to a point lying on the North right of way line of Knox McRae Drive: said point lying on the arc of a circular curve concaved Northerly, having a radius of 765.00 feet; thence run in an Easterly direction along the arc of said curve through a central angle of 10 degrees 35' 53" an arc distance of 141.50 feet to the point of tangency of said curve; thence continue N 89 degrees 19'37"E, along the North right of way line of Knox McRae Drive, 531.72 feet to the Point of Beginning.

ARTICLES OF INCORPORATION FOR
Harbor Lake Estates Homeowners Association, Inc.,
a Florida not-for-profit corporation

The undersigned, acting as Incorporator(s) of a corporation pursuant to Chapter 617, Florida Statutes, adopt(s) the following Articles of Incorporation for the purpose of forming a not-for-profit corporation :

ARTICLE I - DEFINITIONS

Each term used herein, except as otherwise defined herein, is defined in the Declaration of Covenants, Conditions, and Restrictions of Harbor Lake Estates (the "Declaration") recorded, or to be recorded, among the Public Records of Brevard County, Florida by D.R. Horton, Inc., a Delaware corporation (the "Declarant"), and shall have the same meaning or definition ascribed thereto in the Declaration.

ARTICLE II – NAME OF CORPORATION; PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

The name of the corporation shall be **Harbor Lake Estates Homeowners Association, Inc., a Florida not for profit corporation.** The principal place of business and mailing address of the Association shall be 928 E. New Haven Melbourne, Fl 32901.

ARTICLE III- PURPOSE(S)

The Association is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida, subject to the extent applicable, to Chapter 720 of the laws of the State of Florida. The specific purposes for which the corporation is organized are: (i) provide for ownership, operation, maintenance and preservation of the Common Areas and improvements thereon; (ii) perform the duties and services delegated to it in the Declaration, Bylaws and these Articles; and (iii) administer the interests of the Association and the Owners.

ARTICLE IV- GENERAL POWERS

The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws or the Declaration including, without limitation, the following:

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Section 1. To hold funds solely and exclusively for the benefit of the Members for the purposes set forth in these Articles of Incorporation.

Section 2. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

Section 3. To delegate power or powers where such is deemed in the interest of the Association.

Section 4. To levy Assessments on Lots, collect such Assessments and fines from Lot Owner Members and tenants, as applicable, and to use the proceeds thereof in the exercise of its powers and duties.

Section 5. To pay taxes and other charges, if any, on or against the Association Property, excepting Lots not owned by the Association, and the Common Area.

Section 6. To have all express powers conferred upon the Association by the Declaration, Bylaws and Chapter 720, Florida Statutes, and to have all powers conferred upon a corporation by the laws of the State of Florida, including Chapter 617, Florida Statutes, except as prohibited herein.

Section 7. To own and convey property.

Section 8. To sue and be sued, and to enforce by legal means the provisions of the HOA Act, other applicable laws, the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

Section 9. To adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

Section 10. To operate and maintain the Surface Water Management System, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplains compensation areas, wetlands and any associated buffers and wetland mitigation areas, preserve areas and conservation easements, as applicable and required by the Permit, and to contract for services to provide for such operation and maintenance, with the power to accept future phases into the Association that will utilize the Surface Water Management System facilities.

Section 11. To contract for services for the operation, maintenance, and management of Common Areas and Property and all other property dedicated to or maintained by the Association.

ARTICLE V- MANNER OF ELECTION OF DIRECTORS

Directors shall be elected or appointed in accordance with the provisions of the Bylaws of the Association.

ARTICLE VI - MEMBERS

Section 1. Every Owner of a Lot shall be a Member of the Association and subject the terms and conditions of the Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

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ARTICLE VII- DIRECTORS

The Board of Directors of the Corporation shall be comprised of at least three (3) directors. The members of the Board of Directors and their street addresses are:

Sonja Pedretti	928 E. New Haven Avenue Melbourne, Florida 32901
Michael Folstein	928 E. New Haven Avenue Melbourne, Florida 32901
Derek Youngblood	928 E. New Haven Avenue Melbourne, Florida 32901

Those directors appointed to the Board of Directors by Declarant or its designated successor or assigns, need not be Members of the Association and need not be residents of the State of Florida. All Directors appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed at any time by the Declarant.

All of the duties and powers of the Association existing under the HOA Act, the Declaration, these Articles, the Bylaws and the Rules and Regulations (all as amended from time to time) shall be exercised by the Board of Directors or such committees to which authority is given by the Board or pursuant to the HOA Act or the Governing Documents of the Association, subject only to approval by Members when such approval is specifically required.

At the first annual election to the Board of Directors where Directors are elected by the Members, the term of office of the elected Directors (either two (2) if there is a three (3) Member Board or three (3) of there is a five (5) Member Board) receiving the highest plurality of votes shall be established at two (2) years, with the other elected Directors to serve for a term of one (1) year, it being the intent to establish two (2) year staggered terms of Directors. Elections shall be by plurality votes. All Directors, other than those appointed by Declarant, shall hold office until the election of new directors at the next annual meeting or resignation of said Director. Each year thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them.

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ARTICLE VIII - OFFICERS

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time, by

resolution, create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the Officers who are to manage the affairs of the Association until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President:	Sonja Pedretti
Vice President:	Derek Youngblood
Secretary and Treasurer:	Michael Folstein

ARTICLE X - REGISTERED AGENT, MAILING ADDRESS AND STREET ADDRESS

The street and mailing address of the Corporation's registered office is 845 E. New Haven Avenue, Melbourne, Florida 32901, and the Registered Agent is Aria Bosinger.

ARTICLE XI - CORPORATE EXISTENCE

The Association shall have perpetual existence. If the Association is dissolved, the control or right of access to the property containing the Surface Water Management System Facilities and other dedicated property and related infrastructure shall be shall be transferred to, accepted and maintained by an entity in accordance with Rule 62-330.310, Florida Administrative Code, and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, as such may be amended from time to time, and be approved by the WMD prior to such termination, dissolution, or liquidation.

ARTICLE XII - BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles. The Bylaws for the Association will be recorded in the Public Records as originally enacted by Declarant, and as thereafter amended from time to time in accordance with the provisions for amendment set forth therein.

ARTICLE XIII - AMENDMENTS TO ARTICLES OF INCORPORATION

Amendment of these Articles requires the approval of at least two-thirds (2/3) of the membership votes. Notwithstanding the foregoing; (a) for so long as the Declarant has the right to appoint the entire Board of Directors of the Association, the Declarant or its successor or assign shall be permitted to unilaterally amend these Articles; and (b) for so long as Declarant owns any portion of the Property, no amendment of these Articles shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant joins in the execution of the amendment.

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Such amendments shall be subject to the prior approval required by any appropriate governmental agency. Notwithstanding anything to the contrary herein contained, amendments for correction of scrivener's errors may be made by the Board of Directors of the Association alone without the need of consent of any other person. Notwithstanding the foregoing, matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Additionally, the provisions which are governed by the By-laws of this Association may not be amended except as provided in the Bylaws.

Any amendment to these Articles that would alter the Surface Water Management System Facilities, conservation areas or any water management areas of the Common Areas must have the prior approval of the WMD. Any such proposed amendments must be submitted to the WMD for a determination of whether the amendment necessitates a modification to the WMD Permit. If the proposed amendment necessitates a modification to the WMD Permit, the modification to the WMD Permit must be approved by the WMD prior to the amendment to these Articles.

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ARTICLE XIV- INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. **Indemnity.** The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he/she is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or in a manner he/she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

Section 2. **Defense.** To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1 above, or in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him/her in connection therewith.

Section 3. **Advances.** Reasonable expenses incurred in defending a civil or

criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he/she is not entitled to be indemnified by the Association as authorized by this Article XIV.

Section 4. **Miscellaneous.** The indemnification provided by this Article XIV shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

Section 5. **Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

ARTICLE XV – DISSOLUTION

The Association may be dissolved if eighty percent (80%) of the total voting interests of all Members at a duly held meeting of the Members of the Association vote in favor of dissolution in person, by proxy or by written consent, if permitted by the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XVI– INCORPORATOR; REGISTERED AGENT

The name and address of the Incorporator of these Articles is Arias Bosinger, 928 E. New Haven Avenue, Melbourne, Florida 32901, which will also act as the Registered Agent.

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The undersigned, being the President and Secretary of the Association, hereby affirm that the foregoing Articles of Incorporation were duly adopted by the sole Member of the Association and all of the Board of Directors, acting by written consent of even date herewith.

By: _____
Sonja Pedretti, President

Attest: _____
Michael Folstein, Secretary

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XVI of these Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

By: _____
Printed Name: Sonia A. Bosinger, Esq.

Dated: 11-21-2024

The undersigned, being the sole member of the Association and Declarant pursuant to that certain Declaration of Covenants, Conditions, and Restrictions of Harbor Lake Estates, does hereby consent to and affirm the foregoing Articles of Incorporation.

D.R. HORTON, INC., a Delaware corporation

By: _____
Name: JOHN T LYNCH
Title: ASST. SEC.
Dated: 11.18.24

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BYLAWS OF HARBOR LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.
A corporation not-for-profit organized
under the laws of the State of Florida

1. Identity. These are the Bylaws of HAROR LAKE ESTATES HOMEOWNERS ASSOCIATION, INC., (the "**Association**"), a Florida not for profit corporation incorporated under the laws of the State of Florida, and organized for the purpose of administering that residential Community known as Harbor Lake Estates located in Brevard County, Florida (the "**Property**").

   1.1 Principal Office. The principal office of the Association shall be at 928 E. New Haven Avenue, Melbourne Fl. 32901 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

   1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

   1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Not for Profit Corporation," and the year of incorporation.

2. Definitions. For convenience, these Bylaws shall be referred to as the "**Bylaws**" and the Articles of Incorporation of the Association as the "**Articles**." The other terms used in these Bylaws shall have the same definition and meaning as those set forth in that certain Declaration of Covenants, Conditions and Restrictions of Harbor Lake Estates (the "**Declaration**"), unless herein provided to the contrary, or unless the context otherwise requires.

3. Members. The members of the Association ("**Members**") shall be as specified in the Articles and Declaration.

   3.1 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during January, February or March and no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.

   3.2 Special Meeting. Special Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to the

purposes stated in the notice of the meeting. For any meeting of the Members, the Board may, in the directors' discretion, provide a telephone and/or video conference participant numbers or link, or have a speaker phone and video equipment available at a location within 30 miles of the Community for Member attendance.

3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place within the Property. The notice of the annual meeting shall be hand delivered or sent by mail to each Owner, unless the Owner waives in writing the right to receive notice of the annual meeting by signing a waiver of notice, in person or by proxy, either before or after the meeting. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 10 hereof. The posting and mailing of the notice shall be effective not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called. The attendance of any Member (or person authorized to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.4 Quorum. Notwithstanding anything contained herein to the contrary, until the Turnover, a quorum shall be established by Declarant's presence, in person or by proxy, at any meeting. From and after the Turnover, a quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast thirty percent (30%) of the votes of Members, unless a higher number is specifically provided elsewhere in the Declaration, the Articles or these Bylaws. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or these Bylaws, the vote(s) of such Member shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

3.5 Voting.

(a) Classes of Voting Membership. The Association shall have two (2) classes of Members, each with voting rights as follows:

Class A. Class A Members shall be all Owners with the exception of the Declarant until the Class B Membership ceases to exist and is converted to Class A Membership as provided in Article IV of the

Declaration. Class A Members shall be entitled to one (1) vote for each Lot they own. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Once the Class B Membership ceases to exist, the Declarant shall also be a Class A Member.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each platted Lot on the Plat and for each vote the Class A Members are entitled to cast at any time. The Class B Membership shall cease and be converted to Class A Membership on the happening of the occurrence of the following events, whichever occurs earliest, unless otherwise required by Florida law:

(i) Three (3) months after ninety percent (90%) of all Lots in all phases of Harbor Lake Estates to be developed have been conveyed to third-party purchasers (other than Declarant and Builder(s)); provided, however, this event shall be deemed not to have occurred based on Lots conveyed to a person or entity who becomes a successor Declarant by assignment; or

(ii) Thirty (30) days after the Declarant elects to terminate the Class B Membership in a written instrument signed by Declarant and delivered to the Secretary of the Association; or

(iii) As otherwise required by the HOA Act or applicable Florida law.

Notwithstanding the foregoing, after the Class B Membership ceases to exist, Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. After the Class B Membership ceases to exist, Declarant may exercise the right to vote any Declarant-owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms “majority of the Members” and “majority of the Owners” shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or

by proxy and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

(c) Voting Owner. If a Lot is owned by one person, his right to vote shall be established by the roster of Members. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot according to the roster of Owners and filed with the Secretary of the Association. Such person need not be a Lot Owner, nor one of the joint owners if they have a power of attorney meeting the statutory requirements of Florida law. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote for a Lot may be revoked by any record owner of an undivided interest in the Lot. If a certificate designating the person entitled to cast the vote for a Lot is not on file or has been revoked, the vote of the Member(s) of such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband and wife. If a Lot is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. Such designee need not be an Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the vote.

(d) Corporation. If a Lot is owned by a corporation or other entity, the Chairman of the Board, President, Vice President, Secretary, or Treasurer of the Corporation holding such Membership in the Association, and any like

officer of a foreign corporation whether for profit or not for profit, holding a Membership in the Association, shall be deemed by the Association to have the authority to vote on behalf of the Corporation and to execute proxies and written waivers and consents in relation thereto, unless before a vote is taken on a waiver of consent is acted upon it is made to appear by certified copy of the Bylaws or Resolution of the Board of Directors or executive committee of the Corporation that such authority does not exist or is vested in some other officer or person. In absence of such certification, the person executing any such proxies, waivers or consents or presenting himself at a meeting as one of such officers of a Corporation shall be for the purposes of this Section conclusively deemed to be duly elected, qualified and acting as such officer and be fully authorized. In the case of conflicting representation, the corporate Member shall be deemed to be represented by its Senior Officer, in the order first stated in this subsection.

3.6 Proxies. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned and reconvened meetings thereof. Proxies shall not be used in the election of Directors. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be dated, must state the date, time, and place of the meeting for which it was given, and signed by the person authorized to cast the vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be Owners; however, no individual Owner shall hold more than ten (10) proxies for each meeting. If the proxy form expressly so provided, any proxy holder may appoint, in writing, a substitute to act in his place.

3.7 Adjourned Meetings. Adjournment of an Annual or Special meeting to a different date, time, or place, whether for lack of quorum or other reasons, must be announced at the meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to the notice provision of the Bylaws Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting for 90 days, unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:

(a) Call to order by President;

(b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);

(c) Proof of notice of the meeting or waiver of notice;

(d) Reading of minutes;

(e) Reports of officers;

(f) Reports of committees;

(g) Appointment of inspectors of election;

(h) Determination of number of Directors;

(i) Election of Directors;

(j) Unfinished business;

(k) New business;

(l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.9 Minutes of Meeting. Minutes of all meetings of the Members of an Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives or board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. Upon approval of minutes for a meeting by the Board or Membership, as applicable, any audio or video recording made by or on behalf of the Association shall be disposed of/deleted.

3.10 Delinquent Members. If any Assessment, fine, fee or other monetary obligation or portion thereof imposed against a Member remains unpaid for ninety (90) days following its due date, such Member's voting rights and Common Area use rights may be suspended (other than those right that provide access or utilities to the Member's Lot), at a duly noticed Board meeting, until all past due Assessments and other sums then due are paid, whereupon the voting rights shall be automatically reinstated. Delinquent Members shall not be eligible to serve on the Board of Directors. A voting interest or consent right allocated to a Member which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or

number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action.

3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action herein required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, and without a vote if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted.

Written consent shall not be effective to take the Association action referred to in the consent unless the consent is signed by the Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and is delivered in the manner required by this Section.

Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association, or received by the Secretary or other officer or agent of the Association.

A consent signed under this Section has the effect of a meeting vote and may be described as such in any document. Whenever action is taken pursuant to this Section, the written consent of the Members consenting to such action or the written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of the Members.

Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

3.12 Recording. Any Member may record (by audio or video) meetings of the Membership. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Membership.

3.13 Remote Participation at Members' Meetings. The President may designate any meetings of the Membership, including the Annual Meeting and any and all Special Meetings, as one at which remote participation will be permitted. At such a remote participation Meeting, some or all of the Members may participate through any means of communication at the President's election by which all Members participating may simultaneously hear each other during the Meeting. Such a Meeting shall be conducted in accordance with the following special rules for debate in remote participation Meetings:

(a) A quorum shall exist in accordance with these Bylaws;

(b) Members shall be provided an opportunity to be heard in the order and manner directed by the President; and

(c) Minutes shall be taken.

At a remote participation Members' Meeting, the Association may transact its business, including but not limited to voting, with the same force and effect as at a Members' Meeting held without remote participation.

3.14 Electronic Voting. The Association may permit Members who desire to do so the ability to utilize electronic voting in conformance with the requirements of Section 720.317 of the Act.

(a) The Board or its President may determine that utilizing electronic voting is not in the best interest of the Association as to any particular meeting. Accordingly, there shall be no obligation for the Association to utilize electronic voting at any particular Members' Meeting or election.

(b) Notice to Owners of the opportunity to vote through an online voting system shall be provided as required by the HOA Act.

(c) The Association hereby adopts the following forms which are incorporated into these Bylaws by reference:

(i) The "Consent to Electronic Voting," attached as **Exhibit A** hereto and incorporated herein by this reference, which consent form an Owner must sign and file with the Association or be affirmed by the Owner in order for such Owner to be entitled to vote by electronic means; and,

(ii) The "Revocation of Consent to Electronic Voting," attached hereto as **Exhibit B** and incorporated herein by this reference, which revocation form an Owner must sign and file with the Association or be affirmed by the Owner to revoke his or her consent to electronic voting.

If permitted by the HOA Act, an electronic notification from an Owner to the Association may be used in lieu of a signed consent or revocation form, in which case the terms of the attached consent forms are incorporated by reference and shall be deemed affirmed by the Owner when consent is given or revoked by electronic means.

(d) Owners who consent to vote by electronic means may still vote in person, if they choose, by paper means (use of proxies and ballots), or may send proxies to the Association by facsimile transmission or electronic mail, to the extent the Association otherwise receives and accepts proxies through such media. In the event of multiple votes cast by an Owner as to the same matter, the following priority shall prevail: (a) votes cast in person; (b) paper documents; (c) proxies sent by e-mail or facsimile transmission; and (d) on-line/internet/electronic votes.

(e) By signing or affirming the consent form attached as **Exhibit A** hereto, each Owner recognizes that the Association cannot control the practices of third parties regarding internet communications and use of the Owner's e-mail address. As such, and as a condition of the Association's agreement to permit electronic voting, each Owner who consents to electronic voting releases and waives any claim against the Association pertaining to such voting, including but not limited to the transmission or placement of "viruses," "malware," "spyware," "cookies," and the like. Each Owner who consents to electronic voting also consents to the Association's publication of their e-mail address, as well as other information (including necessary personal identifying information) to vendors or other third parties to the extent and as may be reasonably necessary to enable the use of electronic voting processes. Such information shall not be considered an Official Record of the Association and shall not be available for inspection unless otherwise required by applicable law.

(f) By signing or affirming the consent form attached as **Exhibit A** hereto, each Owner further recognizes that internet/electronic communications may be subject to failure, interruptions, or other problems due to a variety of reasons, including but not limited to Owner operator error, vendor system or server failures, "spam" blockers, power outages, and the like. As such, and as a condition of the Association's agreement to permit electronic voting, each Owner who consents to electronic voting releases and waives any claim or challenge to such voting, including but not limited to situations where an Owner vote was not received or counted by the Association due to no fault of the Board of the Association or management company.

4. Directors

4.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "**Board**") of not less than three (3) prior to the Turnover; following which the Board shall be comprised of at least five (5) directors, the exact number initially to be as set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time upon majority vote of the membership. In no instance shall the reduction of the number of Directors result in the removal

of a Director prior to his or her term. The total number of Directors shall always be an odd number.

4.2 Election of Directors. The election of Directors shall be conducted in accordance with Chapter 720.306, Florida Statutes, and the following manner:

(a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.

(b) At least sixty (60) days before a scheduled election, the Association shall mail or hand-deliver to each Member entitled to vote, a first notice of the date of the election. Any Member or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before the scheduled election. Nominations from the floor at the annual meeting are prohibited. The Association shall thereafter, not later than fourteen (14) days before a scheduled election, mail or deliver a second notice of the election to all Members entitled to vote, together with a written notice, agenda, and a ballot which shall list all candidates in alphabetical order. Elections shall be decided by a plurality of ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election for the Board of Directors. There shall be no cumulative voting, and no Member shall permit any other person to vote his or her ballot. Any improperly cast ballots will be deemed invalid.

(i) Candidate Information Sheet. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate at least thirty-five (35) days before the election to be included with the mailing of the ballot. The costs associated with the copying, mailing, and delivery of each candidate information sheet shall be borne by the Association.

(ii) Assistance for Disability. Any Member who needs assistance with casting a ballot for reasons related to a blindness, an inability to read or write, or other disability may obtain assistance in casting his or her ballot.

(iii) Election Not Required. An election and balloting are not required unless more candidates file notices of intent to run than vacancies exist on the Board.

(iv) Holdover Directors. To the extent that an election is required and unable to be held due to failure to obtain enough ballots,

the then Directors shall remain on the Board of Directors until the next scheduled election, or if unwilling to continue as a director, the Board shall appoint a replacement. At such election, and in order to provide for continued staggered terms, any such holdover Director's seat shall be for the remaining years left had the election been held when the original term expired. In order to determine the Directors elected to each seat, the candidates receiving the most votes at the election shall assume the longest term open for election. In the case of a tie vote the terms shall be determined by lot. The intent of this provision is to provide a procedure for determining the seats for each elected Director where such terms vary in length due to the inability at previous annual meetings to hold an election.

(c) The Board of Directors shall be elected by secret written ballot (written and/or electronic if approved by the Board and conducted in accordance with Chapter 720, Florida Statutes).

(d) All Members of the Association shall be eligible to serve on the Board of Directors unless otherwise provided by Florida law, the HOA Act, or herein, and a Member may nominate himself as a candidate for the Board. Directors appointed by the Declarant prior to Turnover need not be Members, nor reside in the state of Florida.

(e) As of January 2024, following adoption of the federal Corporate Transparency Act, beneficial owners of entities including homeowners' associations are required to file certain identifying information with FinCEN, a bureau of the U.S. Department of the Treasury. This includes all current and subsequently elected and appointed Board members of the Association. In order to be eligible to serve on the Board, individuals who are current Board members or those elected or appointed to fill a vacant position, shall obtain a FinCEN Identifier by registering with FinCEN online at https://fincenid.fincen.gov/landing. The issued FinCEN Identifier shall be promptly provided to the current Board along with all other necessary identifying information to allow the Board to update its Beneficial Ownership Information Report ("BOI Report"). If for any reason, the FinCEN Identifier is not timely provided or the Board is unable to register and update its BOI Report within the deadlines established by FinCEN, then such individual shall not be eligible to serve on the Board and will be removed if currently serving on the Board.

4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by Members,

vacancies on the Board occurring between annual meetings of Members shall be filled by majority action of the remaining Director(s), provided that all vacancies in directorships to which Directors were appointed by the Declarant pursuant to the provisions of Section 4.17 hereof shall be filled by the Declarant without the necessity of any meeting.

(b) Any Director elected by the Members may be removed from office with or without cause by the vote or agreement by a majority of all votes of the Membership. The vacancy in the Board so created shall be filled by the Members at the same meeting or at a meeting of the Membership shortly thereafter. The conveyance of all Lots owned by a Director in the Community who owned one or more Lots at the time he was elected or appointed (other than appointees of the Declarant) shall constitute the resignation of such Director.

(c) Until a majority of the Directors are elected by the Members other than the Declarant, no Directors named by the Declarant shall be subject to removal by Members other than the Declarant. Directors appointed by the Declarant and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting, and shall serve until Turnover or until removed from office by the Declarant.

(d) If a vacancy on the Board of Directors results in there being no incumbent Directors, any Member may apply to the Circuit Court within whose jurisdiction the Property lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Member shall mail to the Association and post in a conspicuous place in the Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(is) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ices), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board and shall serve until the Association fills the vacancy(is) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the annual meeting of the Members two years from the date of such Director's election and subsequently until his successor is duly elected and qualified as provided for in the Articles of Incorporation, or until he is removed in the manner elsewhere provided.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board shall be held immediately following the annual meeting or

within ten (10) days thereafter.

4.6 Attendance/Notice. All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by attorney client privilege. For meetings open to the Members, the Board shall either, and in the directors' discretion, provide the telephone and/or video conference participant numbers or link, or have a speaker phone and video equipment available at a location within 30 miles of the Community for Member attendance. Notices of all Board meetings must be posted in a conspicuous place in the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Property, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Written notice of any meeting at which special assessments will be considered or at which amendments to Rules regarding parcel use will be considered must be mailed, delivered, or electronically transmitted to the members and parcel owners and posted conspicuously on the property or broadcast on closed-circuit cable television not less than 14 days before the meeting. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of any committees or other similar body, including anybody vested with the powers to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member.

4.7 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or electronic mail, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board shall be open to all Members and notice of such meetings shall be posted conspicuously in the Community at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency.

4.8 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of two-thirds (2/3rds) of the Directors. Notice of the meeting shall be given personally by mail, telephone or telegraph to each Director, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Members and notice of a special meeting shall be posted conspicuously in the Property at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency.

4.9 Waiver of Notice. Any Director may waive notice of a meeting in writing before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.10 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.

4.11 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.12 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

4.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

(a) Proof of due notice of meeting;

(b) Reading and disposal of any unapproved minutes;

(c) Reports of officers and committees;

(d) Election of officers;

(e) Unfinished business;

(f) New business;

(g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

4.14 Minutes of Meetings. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at the Board meeting must be recorded in the

minutes. Except minutes of closed Board meetings, the minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members or their authorized representative or board member at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.15 Recording. Any Member may audio or video record meetings of the Board of Directors. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Board of Directors. Meetings are open to Members and others, on a limited basis, as authorized by the Board from time to time to facilitate the business of the Board/Association. Accordingly, there shall be no live-streaming of meetings over the Internet, nor distribution or dissemination of recordings of meetings without the written permission of the Board.

4.16 Committees. The Board of Directors by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution or in the Articles of Incorporation or the Bylaws, shall have and may exercise all of the authority of the Board of Directors, except that no such committee shall have the authority to:

(a) Approve or recommend to members actions or proposals required by this act to be approved by members;

(b) Fill vacancies on the Board of Directors or any committee thereof; or

(c) Adopt, amend, or repeal the Bylaws.

The provisions of the Bylaws governing meetings, notice and waiver of notice, quorum and voting requirements of the Board of Directors shall apply to committees to the extent proscribed in the HOA Act, and except as otherwise provided in the Governing Documents.

Each committee must have two or more members who serve at the pleasure of the Board of Directors. The Board, by resolution adopted, may designate one or more director(s) as alternative members of any such committee who may act in the place instead of any absent member at any meeting of such committee. Notwithstanding the provisions of this Section 4.16, the Declarant ARC Appointee described in the Declaration, even if comprised of more than one person, shall not be deemed a committee subject to these meeting and notice requirements.

Neither the designation of any such committee, and delegation thereto of authority, nor action by such committee pursuant to such authority shall alone constitute compliance by any member of the Board of Directors not a member of the committee in question with his responsibility to act in good faith, in a manner he reasonably believes to be in the best interest of the Association, and with such care

as an ordinary prudent person in a like position would use under similar circumstances.

4.17 Architectural Review Committee. As provided in the Declaration, the Board of Directors , following Turnover, may create an Architectural Review Committee ("**ARC**"), composed of not less than three (3) nor more than five (5) persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself as the ARC. To the extent not inconsistent with the Declaration, the provisions of Section 4.16 shall apply to the ARC.

4.18 Declarant Control of Board; Turnover. So long as there shall be a Class B Membership as set forth in the Declaration, vesting voting control of the Association in the Declarant, the Declarant shall have the right to appoint and replace Directors and Officers. Pursuant to Section 720.307(2), Florida Statutes (as may be amended from time to time), Owners are entitled to elect one (1) member of the Board of Directors (a "**Pre-Turnover Director**") when fifty percent (50%) of all the Lots ultimately planned for the Community are conveyed to Owners other than Declarant, provided such Owners other than Declarant exercise this right. In the event the Owners other than Declarant do not exercise the right to elect a Pre-Turnover Director, then a vacancy on the Board of Directors shall occur and the remaining members of the Board of Directors may fill such vacancy. The term of office for the Pre-Turnover Director shall end at the next annual Members meeting after the Pre-Turnover Director's election, or on the date of the election after the Turnover takes place, whichever occurs first.

Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five (5%) percent of the Lots in the Community. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

The Declarant shall turn over control of the Association to Members other than the Declarant as set forth in Section 3.5 above, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Members, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Declarant refuse or fail to assume control. Control of the Association shall be deemed "turned over" once (i) the Class B Membership ceases to exist and (ii) all Declarant-appointed Directors have resigned as Directors and Officers. Upon such turnover the Declarant shall retain all voting rights incident to its ownership of Lots.

Within a reasonable time after control of the Association is turned over to Members other than the Declarant, (but not more than ninety (90) days after such event) the Declarant shall deliver to the Association all property of the Members and of the Association held by or controlled by the Declarant in accordance with Section 720.307 of the HOA Act.

4.19 Maintenance, Inspection and Copying of Records. The Official Records of the Association shall be maintained within the State and shall be made available for inspection and copying in accordance with the HOA Act. This subsection may be complied with by having a copy of the Official Records available for inspection or copying at the Property. Reasonable Rules may be adopted by the Board governing the frequency, time, location notice and manner of inspection, as well as setting fees and costs for the inspection and copying of the records, as permitted under the HOA Act.

5. Powers and Duties.

5.1 Generally. The Board shall have the powers and duties necessary for the management and administration of the affairs of the Association, and as set forth in the Articles and Declaration, and may take all acts, through the Directors and officers of the Association, in executing the powers of the Association, except such acts which by law, the Declaration, the Articles or these Bylaws are delegated to the Members.

5.2 FinCEN Reporting Deadlines. It shall be the Board's obligation to timely update its BOI Report following any changes in Board membership. In accordance with FinCEN regulations, changes in Board membership, specifically the current beneficial ownership information for any new Board members, shall be reported within 30 days. If a newly elected or appointed Board member fails to timely provide its FinCEN Identifier or the necessary identifying information for the Board to update its BOI Report, that individual shall no longer be eligible to serve on the Board. Similarly, in reporting for existing Board members, a noncompliant Board member shall be removed from the Board if they fail to timely provide a FinCEN Identifier and the necessary information to update the Association's BOI Report.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary, all of whom shall be elected by the Board and who may be peremptorily removed from such office at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. The President and Vice- President shall be Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other officers

and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President. The Secretary may delegate, with oversight, certain of the foregoing to a Florida licensed community association manager with whom the Association has a contractual relationship.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board. The Secretary may delegate, with oversight, certain of the foregoing to a Florida licensed community association manager, with whom the Association has a contractual relationship.

6.6 Declarant Appointees. No officer appointed by the Declarant may be removed except as provided in Section 4.18 hereof or otherwise by law.

7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but may be compensated for services performed outside the scope of their service as officers or Directors, but may be reimbursed for out-of-pocket expenses.

8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not

be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of the Declarant or other Directors or officers who are not Owners when elected or appointed) shall automatically constitute a written resignation of such Director or officer.

9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

(a) Adoption By Board; Items. The Board shall from time to time, and at least annually, prepare a budget for expenses, determine the amount of Assessments payable by the Members to meet the expenses of the Association, and allocate and assess such expenses among the Members, in accordance with the provisions of the Declaration.

The budgets must reflect the estimated revenues and expenses for the year and the estimated surplus or deficit as of the end of the current year including all fees and charges for exterior maintenance, landscaping, upkeep and insurance, if applicable, of Common Areas and structures thereon. In addition to the annual Operating Expenses, and to the extent approved by Membership vote, the budgets may include reserves or other accounts for capital expenditures and/or deferred maintenance.

The adoption of the budgets for the Association by the Board shall comply with the requirements hereinafter set forth. A copy of the proposed budget shall be available for inspection by or mailed to each Member not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, and notice shall be mailed or delivered at least 14 days in advance of that meeting indicating the time and place of such meeting. The Board shall have the power to adopt the budget at the duly noticed meeting by a majority vote.

(b) Adoption by Membership. In the event that the Board shall be unable to adopt a budget in accordance with the requirements of Subsection 9.1(a) above, the Board may call a special meeting of Members for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. If either such budget is adopted by a majority of the votes of Members to which the budget applies, present at such meeting, or receiving such written budget, upon ratification by a majority of the Board, it shall become the budget for such year. Absent such approval, the budget for the prior year shall carry over.

9.2 Depository. The depository of the Association shall be such bank(s) or savings and loan association(s) as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as

are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board, except that reserves, if established, shall be kept in a separate account.

9.3 Acceleration of Assessment Installments upon Default. If a Member shall be delinquent in the payment of an installment upon an Assessment for more than thirty (30) days from the due date of the payment, the Board or its agent may accelerate the remaining installments of the Annual Assessment upon written notice to such Member, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice or ten (10) days after mailing of the notice, whichever shall first occur.

9.4 Fidelity Bonds. Fidelity bonds or insurance shall be required by the Board for all persons handling or responsible for Association funds in such amount as required under the HOA Act. The premiums on such bonds or insurance shall be paid by the Association as an Operating Expense. If annually approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may waive the requirement of obtaining an insurance policy or fidelity bond for all persons who control or disburse funds of the Association.

9.5 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Members or their authorized representatives at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Lot designating the name and current mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare or contract with a third party to prepare and complete a financial report for the previous twelve (12) months. Within 21 days after the final financial report is completed by the association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the annual financial report is available upon request at no charge to the Member. The financial report shall be prepared in accordance with Chapter 720, Florida Statutes.

9.6 Application of Payment. All payments made by a Member shall be applied in the order prescribed by the HOA Act.

9.7 Declarant Exemption From Assessments for Lawsuits. The Declarant shall not be liable for the payment of any Assessments applicable to Lots it owns which relate

in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Declarant.

10. Roster of Owners. The Association shall maintain current information regarding the title holders of all Owners. Such information shall be obtained by requiring each Member to file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein.

Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. Amendments. Except as otherwise provided in the Declaration, these Bylaws may be amended in the following manner:

11.1 A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than 1/3 of the votes of Members of the Association. A majority of the Board shall thereupon adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be the annual or a special meeting.

11.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member entitled to vote thereon within the time and in the manner provided in these Bylaws for the giving of notice of a meeting of the Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of at least a majority of the Members present in person or by proxy at the meeting (at which a quorum is attained).

11.4 Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.

11.5 If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

11.6 No amendment shall make any changes in the qualifications for membership nor in the voting rights of Members without approval by all of the Members and the

joinder of all Institutional Mortgagees holding Institutional Mortgages upon the Lot(s). No amendment shall be made that is in conflict with the Declaration or the Articles. During the Development Period, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment, including, but not limited to, any right of the Declarant to appoint Directors pursuant to these Bylaws. No provisions relating to the Builders' rights may be amended without the consent of the Builder(s) affected by such proposed amendment.

11.7 Upon the approval of an amendment to these Bylaws, the certificate of amendment shall be executed and a copy shall be recorded in the public records of the County.

11.8 Notwithstanding the foregoing, the Federal Housing Administration and the Veterans Administration shall have the right to veto any amendments to these Bylaws as long as there is a Class B membership if such amendments require the review and approval of either agency in accordance with applicable regulations and if such agencies are providing financing to Homes in the Community.

11.9 Notwithstanding the foregoing or anything contained herein to the contrary, until the Turnover, the Declarant shall have the right to unilaterally amended these Bylaws without the consent of any other party, including any Owner, Builder or mortgagee, except that no provision relating to Builder rights may be amended without consent of the Builder(s) affected by such proposed amendment.

12. Rules and Regulations. The Declarant prior to Turnover, and thereafter the Board, may, from time to time, adopt, modify, amend or add to Rules concerning the use and operation of the Community. Copies of such Rules shall be furnished by the Board to each affected Member not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Declarant or a Builder.

13. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.

14. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

15. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws and in the absence of any express language indicating which document controls the particular subject matter, then the

provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.

16. Indemnification of Officers and Directors. Subject to the further provisions of this Section, the Association shall indemnify and hold harmless all officers and Directors, (and members of a Committee or Tribunal, as provided in Section 18.3 hereof) past or incumbent, from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever, including attorneys' fees and costs at all Tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of the Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this Section may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this Section was effective.

17. Procedure for Imposition of Fines or Suspensions.

17.1 Written Complaint. A hearing to determine whether a right or privilege of a Member or any of his family or tenants ("**Respondent**") under the Declaration or these Bylaws should be suspended or conditioned or a fine imposed shall be initiated by the filing of a written complaint ("**Complaint**") by any Member or by any officer or Director, or the Association manager, with the President or Secretary of the Association. Such Complaint need not bear the name of the filing party. The Complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language acts or omissions with which the Respondent is charged to the end that the Respondent will be able to prepare his defense. The Complaint shall specify the specific provisions of the Governing Documents which the Respondent is alleged to have violated and how such violation can be cured, but shall not consist merely of charges phrased in the language of such provisions without supporting facts. The Board shall review the Complaint and decide, in its sole discretion, whether such alleged facts constitute a violation of the Declaration, the Articles, these Bylaws or the rules and regulations of the Association such that a fine or suspension should be levied. A fine or suspension levied by the Board may not be imposed except in accordance with Article XVI, Section 8 of the Declaration and the HOA Act.

17.2 Tribunal. The Board shall appoint a standing Tribunal of at least three (3) members, who shall be Owners or the spouse of an owner, except that spouses of current Board

members may not serve on the Tribunal. No member of the Tribunal shall be a Director, Officers or employee of the Association, nor shall any member of the Tribunal be related by blood or marriage to either the complaining party, the Respondent or any Director, Officer or employee of the Association. The Board may appoint more than three (3) Members to the Tribunal, but in no event shall the Tribunal overseeing any hearing be comprised of fewer than three (3) Members. The decision of the Board shall be final regarding appointment of members of the Tribunal. The Tribunal shall elect a Chairman. The Tribunal shall exercise all other powers relating to the conduct of the hearing. If the Tribunal, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The Tribunal must approve or deny a proposed fine or suspension even if the proposed violator does not contest such fine or suspension.

17.3 Hearing.

(a) Whenever the Tribunal has commenced to hear the matter and a member of the Tribunal is forced to withdraw prior to a final determination by the Tribunal, the remaining members shall continue to hear and decide the case, provided that in no event shall the Tribunal consist of fewer than three (3) members for any hearing. Oral evidence shall be taken only on oath or affirmation administered by a member of the Tribunal. Affidavits, photographs and other reliable documentation and information shall also be considered on submission.

(b) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions.

(d) Neither the accusing Member nor the allegedly defaulting Member are required to be in attendance at the hearing. The hearing shall be open to attendance by all Members, except where privacy concerns are involved. Hearings may be attend by telephone or teleconference.

17.4 Decision. In no event may the fine be due or the suspension commence prior to the hearing. The Tribunal will prepare written findings of approval of disapproval of the fine or suspension, as applicable. Within seven (7) days after the hearing, the involved Owner and, if applicable, any occupant, licensee, or invitee of the Respondent, sought to be fined or suspended, shall be notified in writing at his or her designated mailing or e-mail address in the Association's official records of the decision of the Tribunal and how the Owner may cure the violation, fulfill the suspension, or the due date of the fine, each as applicable, in accordance with the HOA Act. Any fine shall be due no sooner than thirty (30) days after the date of the

Tribunal or Association delivers written notice to the Owner pursuant to the HOA Act of the Tribunal findings; provided, however, if a violation has been cured by the hearing in the manner specified in the hearing notice, no fine may be imposed.

The foregoing was adopted as the Bylaws of HARBOR LAKE ESTATES HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at its first meeting of the Board of Directors on the ____ day of _____, 2024.

Approved:

_____
President

_____
Attest: Secretary

EXHIBIT A

CONSENT TO ELECTRONIC VOTING

The undersigned, being all the Owners, or the eligible voter(s) for the Home and Lot located at _____, of Harbor Lake Estates, hereby consent(s) in writing (by signing this form or agreeing to electronic voting by e-mail) to voting electronically at meetings for the Harbor Lake Estates Homeowners Association, Inc. ("Association") to the fullest extent permitted by law, pursuant to the provisions of the Bylaws of the Association.

My/Our e-mail address that will be used for electronic voting is: _____.

The undersigned hereby understand(s) and agree(s) that in order to be valid, this consent form must be on file with the Association or an equivalent affirmation on file with the service which conducts electronic voting no later than five (5) days prior to the meeting or election in which the Owner wishes to vote by electronic means.

All Owners of the Home and Lot or the eligible voter thereof, please complete and sign below.

By: _____
Printed Name: _____
Home/Lot Number: _____
Date: _____

By: _____
Printed Name: _____
Home/Lot Number: _____
Dated: _____

EXHIBIT B

REVOCATION OF CONSENT TO ELECTRONIC VOTING

The undersigned, being all the Owners, or the eligible voter(s) for the Home and Lot located at _____, of Harbor Lake Estates, has/have previously consented to electronic voting at meetings for the Harbor Lake Estates Homeowners Association, Inc. ("Association"), as permitted by law by consent form dated _____, 20____, duly filed with the Association.

I/We hereby revoke my/our consent.

The undersigned hereby understand(s) and agree(s) that in order to be valid, this revocation of consent form must be on file with the Association or an equivalent affirmation on file with the service which conducts electronic voting no later than five (5) days prior to the meeting in which the Owner wishes to revoke consent to vote by electronic means.

All Owners of the Home and Lot or the eligible voter thereof, please complete and sign below.

By: _____
Printed Name: _____
Home/Lot Number: _____
Date: _____

By: _____
Printed Name: _____
Home/Lot Number: _____
Dated: _____

St. Johns River
Water Management District
Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

May 10, 2021

Brian Hammer – *Sent via email:* bdhammer@aeiwelding.com
AFAB Business Group, Inc.
4700 Colony Rd
New Smyrna, FL 32168-9156

SUBJECT: Permit Number: 100336-2
Project Name: Falcon's Roost at Lake Bella

Dear Mr. Hammer:

Enclosed is your individual permit issued by the St. Johns River Water Management District on May 10, 2021. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:
If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:
For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:
To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need

GOVERNING BOARD

Douglas Burnett, CHAIRMAN ST. AUGUSTINE
Rob Bradley, VICE CHAIRMAN FLEMING ISLAND
Susan Dolan, SECRETARY SANFORD
Ron Howse, TREASURER COCOA
Doug Bournique VERO BEACH
Cole Oliver MERRITT ISLAND
J. Chris Peterson WINTER PARK
Janet Price FERNANDINA BEACH

copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

Transferring Your Permit:
Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at http://www.sjrwmd.com/permitting/permitforms.html.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,

Michelle Reiber, Bureau Chief
Division of Regulatory Services
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
(321) 409-2129

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File
Environmental Consultant: John H Shephard – *Sent via email: bdhammer@aeiwelding.com*
Atlantic Environmental
Registered Professional Consultant: Zoheir S Chehayeb – *Sent via email: sid@cceifl.com*
CCEI

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 100336-2 **DATE ISSUED:** May 10, 2021

PROJECT NAME: Falcon's Roost at Lake Bella

A PERMIT AUTHORIZING:
Construction and operation of a Stormwater Management System for a 14.12-acre project known as Falcon's Roost at Lake Bella, as per plans received by the District on April 8, 2021.

LOCATION:
Section(s): 17 Township(s): 22S Range(s): 35E
Brevard County

Receiving Water Body:

Name	Class
St. Johns River	III Fresh, IW

ISSUED TO:
AFAB Business Group, Inc.
4700 Colony Rd
New Smyrna, FL 32168-9156

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached “Exhibit A”, dated May 10, 2021

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: _____
Christine Wentzel
Supervising Regulatory Scientist

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 100336-2
Falcon's Roost at Lake Bella
DATED: May 10, 2021

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

    a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

    b. For all other activities — "As-Built Certification and Request for Conversion to

Operation Phase" [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

b. Convey to the permittee or create in the permittee any interest in real property;

c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

20. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are

observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

21. This permit for construction will expire five years from the date of issuance.

22. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

23. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), “Operation and Maintenance Inspection Certification,” describing the remedial actions taken to resolve the failure or deviation.

24. Prior to the sale of any lot or parcel, or use of the infrastructure for its intended use, whichever comes first, the permittee must erect signs on the landward side of the areas bound by the conservation easement (as depicted on Sheet 13, that state:

    “NO CLEARING, DUMPING OR FILLING CONSERVATION AREA.”

25. The proposed project must be constructed and operated as per plans and calculations received by the District on April 8, 2021.

Notice of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.

2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.

3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at *sjrwmd.com*. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.

5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).

6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.

7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.

9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to *compliancesupport@sjrwmd.com* (preferred method) **or** send a copy of the original affidavit to:

Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

SURETY PERFORMANCE BOND **BOND NO. US00146021SU25A**

KNOW ALL MEN BY THESE PRESENTS:

That we, **DR Horton Inc,** having an address of **1430 Culver Drive NE, Palm Bay, FL 32907** hereinafter referred to as "Principal", and **XL Specialty Insurance Company,** a corporation licensed to transact surety business in the State of Florida, and having an address of 677 Washington Blvd., 10th Floor, Suite 1000, Stamford, CT 06901, herein after referred to as "Surety", are held and firmly bound unto the City of Titusville, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY" in the sum of **$4,235,910.72**, lawful money of the United States of America, for the payment of which the Principal and the Surety, jointly and severally, bind themselves, their heirs, executors and successors and assigns, firmly by these presents.

WHEREAS, Principal has agreed to construct the improvements listed below in the **Harbor Lakes Subdivision** as shown on the preliminary plat/engineering plans (construction plans) approved on **June 22, 2023** and on the proposed final plat. The improvements to be constructed are as follows: infrastructure improvements, to guarantee the proper installation of water lines, sewer lines, drainage, sidewalks, roads and other public improvements related to the development of said plat, as shown on the approved site plan, including the reconstruction, restoration and repair of all existing and future street paving, shoulders, drainage swales, water and wastewater utilities and other drainage structures damaged or subsequently affected by construction of said improvements as determined by the City.

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully construct the improvements as stated herein without damaging any City road, facilities, utilities, property or easement and complete the work, acceptable to the City, according to approved plans, specifications and established standards within one (1) year from the date the final plat is approved, then this obligation shall be null and void, otherwise it shall remain in full force and effect. The City Administrator, for good cause shown by the Principal, may extend the time for installation of the public improvements for a period not to exceed six (6) months.

If the Principal shall be declared in default by the CITY for failure to construct the improvements or for damaging the City road, facilities, utilities, property or easement, the Surety shall have thirty (30) days from the date of said default within which to take whatever action it deems necessary to complete the work and/or repair damaged property if necessary. If, at the expiration of thirty (30) days from the date of said default, no arrangements have been made by the Principal or Surety satisfactory to the CITY for the corrective work required by the CITY, then the CITY shall have the right to perform such work and charge the cost thereof, including but not limited to, engineering, legal and other costs, together with any and all damages, which the CITY may sustain on account of the default. The CITY may, at its discretion, provide the Principal and

Surety with an estimate of costs of completing such work prior to completing such work, and the Principal and Surety shall be liable for the amount shown on such estimate prior to the CITY completing such work. After the expiration of the aforesaid grace period, the CITY shall have the additional right to contract for the completion of such work which the Principal has failed to perform or correct and upon the CITY's acceptance of the lowest responsible bid for the completion of said work, the Principal and Surety shall become immediately liable for the amount of said bid and in the event the CITY is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of twelve percent (12%) per annum beginning with the commencement of such legal proceedings. The CITY, at its discretion, may permit the Surety to complete such work in the event of the Principal's default. In such case, the Principal and Surety shall be jointly and severally liable hereunder to pay to indemnify the City, up to the amount of this bond, upon completion of said reconstruction, restoration or repair work, for the final total cost thereof, including but not limited to, engineering, legal and contingent costs together with any and all damages, which the City may sustain on account of the failure of the Principal to comply with all of the requirements thereof.

It is further agreed that the total amount of this bond shall be based on rates and/or unit costs as established in standards or other regulations currently in effect in the City of Titusville. In the event that the CITY commences suit for the collection of any sums due hereunder, the Principal agrees to pay all costs incurred by the CITY, including attorney's fees. No right or action shall accrue on this Bond to or for the use of any person or corporation other than the City names herein or the successors of the City. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Florida law for suit on contracts under seal.

The Surety hereby waives notice of and agrees that any changes or amendments to the Construction Plans, site plans or permits does not affect Surety's obligations under this Bond.

IN WITNESS HEREOF, the Principal and Surety has caused this Surety Performance Bond to be executed in its name and its respective corporate seal to be affixed, by its duly authorized officers,

EXECUTED this 26th day of June, 2025.

PRINCIPAL:
DR Horton Inc

Print name: JOHN T. LYNCH
Title: ASST. SEC.

SURETY:
XL Specialty Insurance Company

Print name: Noah William Pierce
Title: Attorney-In-Fact

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 27 day of June 2025, by _____, John T. Lynch by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

CANDACE ELIZABETH SPENCER
MY COMMISSION # HH 482468
EXPIRES: January 18, 2028

_____
Notary Public, State of Florida
Printed Name:
My Commission expires:

STATE OF North Carolina

COUNTY OF Rowan

The foregoing instrument was acknowledged before me this 26th day of June 2025, by **Noah William Pierce, Attorney-In-Fact** by means of X physical presence or ☐ online notarization, who is personally known to me or who has produced personally known as identification and who did (did not) take an oath.

_____
Notary Public, State of North Carolina
Printed Name: Bryan M Caneschi
My Commission expires: 4/4/27

BRYAN M CANESCHI
Notary Public - North Carolina
Rowan County
My Commission Expires Apr 4, 2027

Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1630334

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 677 Washington Blvd., 10th Floor, Stamford, CT 06901, do hereby nominate, constitute, and appoint:

Catherine Thompson, Amy R. Waugh, Noah William Pierce, Bryan M. Caneschi, Rebecca E. Cano, Jynell Marie Whitehead

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed $100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this October 18th, 2024.

XL SPECIALTY INSURANCE COMPANY

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

by: _____

Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest: _____

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 18th day of October, 2024, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

Commonwealth of Pennsylvania - Notary Seal
S Grace Freed-Brown, Notary Public
Chester County
My commission expires March 5, 2026
Commission number 1322812
Member, Pennsylvania Association of Notaries

_____

S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 26th day of June 2025.

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 18th day of October, 2024.

XL REINSURANCE AMERICA INC CORPORATE SEAL NEW YORK

XL REINSURANCE AMERICA INC.

by:

Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 18th day of October, 2024, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.

Commonwealth of Pennsylvania - Notary Seal
S Grace Freed-Brown, Notary Public
Chester County
My commission expires March 5, 2026
Commission number 1322812
Member, Pennsylvania Association of Notaries

S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this ___ day of _____ _____.

XL REINSURANCE AMERICA INC CORPORATE SEAL NEW YORK

Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 10/18/2026

SURETY PERFORMANCE **BOND NO. US00146022SU25A**

KNOW ALL MEN BY THESE PRESENTS:

That we, **DR Horton Inc,** having an address of **1430 Culver Drive NE, Palm Bay, FL 32907** hereinafter referred to as "Principal", and **XL Specialty Insurance Company, a** corporation licensed to transact surety business in the State of Florida, and having an address of 677 Washington Blvd., 10th Floor, Suite 1000, Stamford, CT 06901, hereinafter referred to as "Surety", are held and firmly bound unto the City of Titusville, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY" in the sum of **$254,722.46** for payment of which we bind ourselves, our heirs, executors and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, this Performance bond is being posted to delay the installation of sidewalks, throughout the **Harbor Lakes** subdivision, except on lots obtaining a building permit, until two (2) years after the date of final plat approval for **Harbor Lakes** subdivision. At the end of the two (2) years period, the Principal shall have installed all sidewalks pursuant to the approved final plat and Section 34-182 of the City's Land Development Regulations.

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully perform the conditions set forth herein without damaging any City road or easement, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

If the Principal shall be declared in default by the City for failure to install the improvements within the above time periods, the Surety shall have thirty (30) days from the date of said default within which to take whatever action it deems necessary to complete the work and/or repair damaged property if necessary. If, at the expiration of thirty (30) days from the date of said default, no arrangements have been made by the Principal or Surety satisfactory to the City for the corrective work required by the City, then the City shall have the right to perform such work and charge the cost thereof, including but not limited to, engineering, legal and other costs, together with any damages, either direct or consequential, which the City may sustain on account of the Principal's default. The City may, at its discretion, provide the Principal and Surety with an estimate of costs of completing such work prior to completing such work, and the Principal and Surety shall be liable for the amount shown on such estimate prior to the City completing such work. After the expiration of the aforesaid grace period, the City shall have the additional right to contract for the completion of such work which the Principal has failed to perform or correct and upon the City's acceptance of the lowest responsible bid for the completion of said permit, the Principal and Surety shall become immediately liable for the amount of said bid and in the event the City is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of twelve percent (12%) per annum beginning with the commencement of such legal proceedings. The City, at its discretion, may permit the Surety to complete such work in the event of the Principal's default.

In the event that the City commences suit for the collection of any sums due hereunder, the Principal agrees to pay all costs incurred by the City, including attorney's fees.

EXECUTED this 26th day of June, 2025.

PRINCIPAL:
DR Horton Inc

Print: JOHN T. LYNCH
Title: ASST. SEC.

SURETY:
XL Specialty Insurance Company

Print: Noah William Pierce
Title: Attorney-In-Fact

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 27 day of June 2025, by John T. Lynch, who is personally known to be or who has produced _____ as identification and did/did not take an oath.

Notary Public, State of Florida
My Commission expires:

CANDACE ELIZABETH SPENCER
NOTARY PUBLIC
MY COMMISSION EXPIRES 1-18-2028
STATE OF FLORIDA
COMMISSION NUMBER HH 482468

Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1630335

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 677 Washington Blvd., 10th Floor, Stamford, CT 06901, do hereby nominate, constitute, and appoint:

Catherine Thompson, Amy R. Waugh, Noah William Pierce, Bryan M. Caneschi, Rebecca E. Cano, Jynell Marie Whitehead

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed $100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this October 18th, 2024.

XL SPECIALTY INSURANCE COMPANY

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

by: _____

Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest: _____

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 18th day of October, 2024, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

Commonwealth of Pennsylvania - Notary Seal
S Grace Freed-Brown, Notary Public
Chester County
My commission expires March 5, 2026
Commission number 1322812
Member, Pennsylvania Association of Notaries

_____

S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 26th day of June 2025.

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 18th day of October, 2024.

XL REINSURANCE AMERICA INC CORPORATE SEAL NEW YORK

XL REINSURANCE AMERICA INC.

by:

Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 18th day of October, 2024, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.

Commonwealth of Pennsylvania - Notary Seal
S Grace Freed-Brown, Notary Public
Chester County
My commission expires March 5, 2026
Commission number 1322812
Member, Pennsylvania Association of Notaries

S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this ___ day of _____ _____.

XL REINSURANCE AMERICA INC CORPORATE SEAL NEW YORK

Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 10/18/2026

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Mayor's Report**

Department/Office: City Manager

Recommended Action:
The Mayor will provide his individual report.

Summary Explanation & Background:
N/A

Alternatives:
N/A

Item Budgeted:
N/A

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

Strategic Plan:
N/A

Strategic Plan Impact:
N/A

ATTACHMENTS:
None

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Council Reports**

Department/Office: City Manager

Recommended Action:
Council Members will provide their individual reports.

Summary Explanation & Background:
N/A

Alternatives:
N/A

Item Budgeted:
N/A

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

Strategic Plan:
N/A

Strategic Plan Impact:
N/A

ATTACHMENTS:
None

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **City Manager's Report**

Department/Office: City Manager

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

Summary Explanation & Background:
N/A

Alternatives:
N/A

Item Budgeted:
N/A

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

Strategic Plan:
N/A

Strategic Plan Impact:
N/A

ATTACHMENTS:
1. CM Report 14 Oct 25
2. Public Engagement Flyer
3. Visioning Event Flyer

MEMORANDUM

October 14, 2025

TO: The Honorable Mayor and City Council

FROM: Tom Abbate, City Manager

SUBJECT: City Manager's Report

The following is my report for Council's regular meeting of October 14, 2025

A. ACTION ITEMS

1. CDBG Special Meeting Dates

Staff is requesting City Council select a day/time to hold its annual Community Development Block Grant (CDBG) special meeting to hear requests from non-profit agencies for CDBG funding.

The following dates are available:

Primary	Thursday	November 20	5:30 pm
Secondary	Tuesday	December 02	5:30 pm
Tertiary	Thursday	December 04	5:30 pm

Request Council select a day/time for the CDBG Special Meeting

B. INFORMATION ITEMS

1. Resilient Titusville and Urban Forest Public Workshops

Attached are flyers announcing two public workshops to be held in November which provide concerned citizens with the opportunity to participate in discussions and add input to city staff on two important topics concerning Titusville's future – Resiliency and Urban Forest Visioning.

Special Meetings and Events	
Resilient Titusville Vulnerability Assessment Public Engagement	Tom Statham Park November 4, 2025 5:30 pm
Urban Forest Community Visioning Workshop	City Hall November 10, 2025 5:30 pm
Economic Development Special Meeting	City Hall November 13, 2025 5:30 pm
Community Engagement Conference	Senior Center March 7, 2026 8:00 am – 1:00 pm

CITY OF TITUSVILLE FLORIDA

RESILIENT TITUSVILLE

Vulnerability Assessment Public Engagement

Nov 4th 2025
@ 5:30 PM
Doors open @ 5PM

Tom Statham Building**
7101 S. US Highway 1
Titusville, FL 32780

Come explore the findings a provide input in the next phase of Titusville's Vulnerability Assessment project.

The Vulnerability Assessment and Adaptation Plan, part of the Resilient Titusville initiative, evaluates how critical community assets may be affected by flooding from rainfall, storm surge, sea level rise, and their combined impacts.

The project aims to identify adaptation strategies and prioritize mitigation efforts to strengthen Titusville's resilience to future flooding.
**Location subject to change.
Check the project page for updates
www.titusville.com/486/Resilient-Titusville

CITY OF Titusville FLORIDA

URBAN FOREST

Community Visioning Workshop

Nov 10th 2025
@ 5:30 PM
Doors open @ 5PM

City Council Chambers
555 S. Washington Ave
Titusville, FL 32781

Join the conversation and help us craft a shared vision for our Urban Forest!

- Learn about the project, including results from survey and canopy study
- Represent your community and engage in small group dialogue
- Build community ownership of Titusville's urban forest vision

For more information visit
https://titusville.com/3186/Urban-Forest-Plan-Project#

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Request for Litigation Executive Session**

Department/Office: City Attorney

Recommended Action:

Request for an Executive Session with the City Council to discuss a pending litigation in the matter of the *Estate of James Lowrey vs. Joshua Payne and the City of Titusville*, Case Number 23-CV-01313-PGB-LHP, currently pending in the United States District Court, Middle District of Florida, for the purpose of discussing litigation expenses and strategy.

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

None