



CITY OF TITUSVILLE

CITY COUNCIL

AGENDA

Regular Meeting

January 13, 2026 - 6:30 PM

Council Chamber at City Hall

555 South Washington Avenue, Titusville, FL 32796

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

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

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

1. CALL TO ORDER

2. INVOCATION

A. Invocation

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

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

A. Minutes

Approve the minutes of the regular City Council meeting on November 25, 2025 (6:30 p.m.) and special City Council meeting on December 2, 2025.

5. SPECIAL RECOGNITIONS & PRESENTATIONS

A. Employee of the Month - January 2026

Recognize the Employee of the Month for January 2026. No action is requested.

6. BOARDS AND COMMISSIONS

A. Historic Preservation Ordinance

Accept the Historic Preservation Board's recommendation to adopt an amendment to the City's Historic Preservation Ordinance as recommended in the Historic Preservation Officer's report.

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

8. CONSENT AGENDA

A. Purchase of Fire Engine and Associated Tools and Equipment

Approve the purchase of a new 2026 Pierce stock engine from Ten-8 Fire Equipment Inc. and associated tools and equipment for a total purchase price not to exceed \$1,300,000.

B. Budget Amendment Associated with Department of Financial Services Grant

Approve a budget amendment and authorize the City Manager to sign and execute the associated grant agreement.

C. Continuing Contract CO23Q006 Task Order 9 with AECOM Inc. for Broad Street Design

Approve the Continuing Consultant Contract CO23Q006 Task Order 9 with AECOM Technologies Inc. in the amount of \$440,825 to provide Consulting and Design Services for the Broad Street Streetscape project and authorize the City Manager to execute the task order and approve the associated budget amendment.

D. Lease of Multi-Functional Copiers

Approve extension of a 5-year lease and maintenance of the City's current multi-functional copiers at an estimated \$40,700 annually and authorize the City Manager to execute all required agreement documents and City staff to issue the necessary purchase orders.

E. Johnson Controls Building Solutions, LLC Annual Service Agreement

Approve the maintenance agreement in the amount of \$64,575.00 annually to Johnson Controls Building Solutions, LLC for the maintenance of the HVAC system at the Police Department and authorize staff to execute necessary purchase order and service maintenance documents.

F. Termination and Release of Easement and Bill of Sale

Accept the Termination and Release of Easement and Bill of Sale.

G. Increase Annual Authorized Amount for Utility Contractors

Approve an increase of \$375,000 to the annual authorized amount for the construction of various utility maintenance and improvement projects under contract CN24P020/LR on an as-needed basis of an annual amount not to exceed \$875,000 for this fiscal year.

H. Replacement of secondary internet source for Police Department

Approve replacement of the current internet connection with service provided by Smart City Metro of Lake Buena Vista, Florida in a cost not to exceed \$899.00 per month for a three-year term, for a total cost of \$32,364 subject to approval of final terms and conditions by the City Manager and City Attorney, and to execute the resulting service order.

I. Master Services Agreement with Swiftgov

Approve the master services agreement, which includes a base amount of \$3,000/month with Quantum Partners, LLC, a Florida limited liability company d/b/a Swiftgov to deploy artificial intelligence (AI) technology and software solutions to support planning, zoning, landscaping, building, and development related reviews of permits and site plans.

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. Tranquility Development Agreement (DA) Application No. 1-2025 Fifth Amendment

On January 6, 2026, the applicant withdrew this item from the agenda.

10. ORDINANCES - FIRST READING

A. Ordinance No. 1-2026 amending Chapter 15 Pensions and Retirement, Article III Police Officers' and Firefighters' Pension Plan

Conduct the First Reading of Ordinance No. 1-2026 amending Chapter 15 Pensions and Retirement, Article III Police Officers' and Firefighters' Pension Plan, of the Code of Ordinances of the City of Titusville; Providing For A Change in the types of Incentive Pay Pursuant to the Collective Bargaining Agreement; Amending Section 15-233 Deferred Retirement Option Plan.

B. Ordinance No. 2-2026 Amending Chapter 15, Pensions and Retirement, Article II, General Employees' Pension Plan

Conduct the First Reading of Ordinance No. 2-2026 amending Chapter 15, Pensions and Retirement, Article II, General Employees' Pension Plan, of the Code of Ordinances of the City of Titusville; amending Division 5, Section 15-110, Deferred Retirement Option Plan.

11. OLD BUSINESS

12. NEW BUSINESS

A. Schools in the Urban Village (UV) Zoning District

Schedule the public hearings to adopt the ordinance.

B. Christian Court Townhomes - Preliminary Plat

Approve the Preliminary Plat for Christian Court Townhomes.

At their meeting on January 7, 2026, the Planning and Zoning Commission recommended approval, 7-0. A request was made to the applicant to explore and consider putting in a hammerhead turnaround on the dead end street that abuts Tracts K and L or Lots 43 and 42 on the provided preliminary plat.

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.

Request council approval to renew Civilian Military Council Membership for 2026 in the amount of \$525.00.

Request council approval to attend 2026 Brevard Days at the Capitol from February 3-4, 2026 in Tallahassee, FL at a total cost of \$600.00.

B. Council Reports

Council Members will provide their individual reports.

15. CITY MANAGER'S REPORT

A. City Manager's Report

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

16. CITY ATTORNEY'S REPORT

City of Titusville
"Gateway to Nature and Space"

REPORT

To: Members of the City Council
From: Thomas Abbate, City Manager
Subject: **Minutes**
Department/Office: City Clerk

Recommended Action:

Approve the minutes of the regular City Council meeting on November 25, 2025 (6:30 p.m.) and special City Council meeting on December 2, 2025.

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Draft Minutes - November 25, 2025 (6:30 p.m.)
2. Draft Minutes - December 2, 2025

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, November 25, 2025. Mayor Connors called the City Council meeting to order 6:30 p.m. Present were Mayor Andrew Connors, Vice-Mayor Herman A. Cole, Jr., Col USAF Retired, and City Council Members Jo Lynn Nelson, Megan Moscoso, and Dr. Sarah Stoeckel. Also present were City Manager Thomas Abbate, City Attorney Andriene Treasure, and Assistant City Clerk Jolynn Donhoff.

Pre-recorded procedures for public comment, participation, and conduct were played for all individuals in attendance or watching the meeting. Calvary Chapel Pastor Paul Andris gave the invocation. Mayor Connors led those present in the *Pledge of Allegiance to the Flag*.

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MINUTES –

Motion:

Member Nelson moved to approve the minutes of the regular City Council meeting on October 14, 2025, as submitted. Vice-Mayor Cole seconded the motion and it carried unanimously.

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SPECIAL RECOGNITIONS & PRESENTATIONS

Proclamation — Hospice and Palliative Care Month – City Manager Abbate read the proclamation aloud, to which Mayor Connors presented the proclamation to St. Francis Reflection Hospice Team and its representatives that recognized November 2025 as Hospice and Palliative Care Month in the City of Titusville.

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Motion:

Member Nelson moved to table (continue) Agenda Item 9 C - *Tranquility Development Agreement (DA) 1-2025 Fifth Amendment* to the regular City Council meeting on January 13, 2026, as requested by the applicant. Vice-Mayor Cole seconded the motion and it carried unanimously.

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Motion:

Member Nelson moved to table (continue) Agenda Item 9 D – *Small Scale Amendment Application No. 5-2025 Sunset Development 125 Precision Way with Annexation* (and related *Ordinance Nos. 35-2025, 36-2025, and 37-2025*) to the regular City Council meeting on January 27, 2026 (6:30 p.m.), as requested by the applicant. Vice-Mayor Cole seconded the motion and it carried unanimously.

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BOARDS AND COMMISSIONS

City Appointment to Titusville/Farmton (TIFA) Water Resources Management Committee – The request was to appoint Kevin Cook, PE, Assistant City Manager, as the City's alternate member to the TIFA Management Committee in accordance with Article 6 of the TIFA operating agreement.

Stan Johnston submitted a public speaking card. He supported the appointment, as recommended. Mr. Johnston also referenced information he distributed regarding his concerns about dishonesty and fraud.

Motion:

Member Nelson moved to appoint Assistant City Manager Kevin Cook, P.E., as the City's alternate member on the Titusville/Farmton (TIFA) Management Committee, as recommended. Vice-Mayor Cole seconded the motion and it carried unanimously.

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Titusville Environmental Commission (TEC) - City Manager Abbate highlighted the request as provided in the Council agenda packet. The request was to appoint three regular members to the Titusville Environmental Commission (TEC) for terms to expire on November 30, 2028. The terms of Regular Members Hector Delgado (Resident), Michal Myjak (Resident), and Michael Browning were due to expire on November 30, 2025. Regular Members Delgado and Myjak desired continuing to serve on the TEC; however, Michael Browning did not wish to be reappointed.

TEC Alternate Member William Young did not wish to be considered as a regular member at this time; however, TEC Alternate Member Kevin Rosa (Resident) desired being appointed as a regular member. Additionally, there were two applications on file from John Nico and Stan Johnston (residents), who had expressed their desire to serve as regular members on the TEC.

Three individuals submitted public speaking cards.

Toni Shifalo read from a prepared statement. She requested Council appoint John Nico to the TEC.

Michael Mijak (incumbent and applicant) commented on subjects previously discussed by the TEC, such as wellfields, prior concerns on saltwater intrusion, having a healthy environment, etc.

Stan Johnston (applicant) commented on concerns for homes in the 100-year flood plain, a 1985 Freshwater Management Study, etc.

Motion:

Member Nelson moved to reappoint Hector Delgado (Resident) and Michael Myjak (Resident) as regular members of the Titusville Environmental Commission (TEC) for terms to expire on November 30, 2028. The motion also included appointing John Nico (Resident) as a regular member of the TEC for a term to expire on November 30, 2028. Member Stoeckel seconded the motion and it carried unanimously.

Titusville Environmental Commission (TEC) Recommendation – City Manager Abbate highlighted the request as provided in the Council agenda packet. The request was to consider the Titusville Environmental Commission's (TEC) request to hold two TEC meetings a month.

Laurilee Thompson, Vice-Chair of the TEC, commented on concerns for wetlands, recent flooding from heavy rain, trees absorbing and holding stormwater, concerns for any loopholes in the City's Comprehensive Plan policies that might weaken protections on environmental related policies, and the TEC desired holding four (4) additional meetings over the period of January through April 2026 (over four months).

Ms. Thompson also commented on evaluating how Senate Bill 180 may affect cities during the 2026 State Legislative Session, cities resuming important work following the end of the State Legislative Session, the TEC was not asking for additional meetings to be televised, and she would donate personal funds to cover costs for having City staff at the four (4) extra TEC meetings.

Mary Sphar read from a prepared statement that discussed her viewpoints on why meeting only once a month was challenging for the TEC, which was due to the large scope of work ahead to address policy language in the City's Comprehensive Plan, specific to wetlands, conservation, etc. The TEC needed to take time to carefully discuss and prepare recommendations to City Council.

Michael Myjak, Chairperson of the TEC, advised that wetlands were a large and important issue, due to their role in mitigating flooding. Stormwater, preparing for future impacts and capacity, sanitary sewer, and potable water---these were all "one water" that needed to be addressed and managed as a City. The more freshwater that was absorbed by the ground was better for the City's future. For these reasons, this was why the TEC desired holding an additional meeting per month, from January through April 2026.

Stan Johnston commented on concerns for the City's Sustainability Report, his opinion the report contained fraudulent information, the TEC was looking into these types of matters, whether the report would prepare the City for future sustainability needs, etc. He also supported Ms. Thompson's comments.

Mayor Connors desired for the TEC to wait and hold the additional meetings after the 2026 State Legislative Session ended for two reasons, including the TEC and the State would not be working at the same pace or speed as each other and based on not knowing what changes the State may make in 2026 that may impact cities and local ordinances, waiting to learn whether the State Legislature was going to make changes to Senate Bill 180, etc.

Motion:

Member Nelson moved to authorize the Titusville Environmental Commission (TEC) to hold four extra meetings - two meetings per month, during January, February, March, and April of 2026, as requested by the Titusville Environmental Commission (TEC). Member Stoeckel seconded the motion for discussion.

Member Stoeckel preferred the Titusville Environmental Commission (TEC) hold the four additional requested meetings now versus later. She desired giving immediate attention to newly filed and proposed State legislation on water quality, which she advised the Florida League of Cities was opposed. Second, there seemed to be a big push from Tallahassee on development. Member Stoeckel commented on Florida's growing population and an idea of cities documenting whether or how increased development was having an impact on flooding and negatively affecting current residents, etc. Attracting new business and more people was also important, but so was having such analysis to protect current and future residents.

Member Moscoso felt four additional meetings was reasonable, considering all of the great things the TEC had accomplished to date. For example, the City's Low Impact Development (LID) rules. She also supported receiving information to further educate the Council, etc.

The TEC was not scheduled to meet during December 2025; therefore, the TEC could not begin working until January 2026, if their request was authorized by Council.

Vice-Mayor Cole desired hearing from a TEC Member to get feedback on whether the TEC might desire to start now or wait until after the Legislative Session ended. To this, TEC Chairperson Michael Myjak indicated his respect for the Legislature's scope of work; however, he advised the TEC's scope was to focus solely on the City's (particular) ordinances and policies. He did not support waiting any further. The TEC needed ample time to complete their work (time and effort).

Member Stoeckel was concerned that if the time and effort was authorized now for the TEC to begin working, the TEC's efforts and any subsequent decisions made by Council to amend local policies might be preempted by new State Legislation in 2026. It seemed the State was preempting many things right now that could affect cities and towns throughout the State. To this, Mr. Myjak suggested the Council work through the City Manager (and staff) to schedule subsequent items on the TEC agenda, to discuss any issues that may arise during the 2026 State Legislative Session. Depending on what happened during the State Legislative Session, the TEC might need to request additional board meetings.

Mayor Connors called the vote. The motion carried unanimously.

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

Joseph Ray read from a prepared statement that discussed a loud truck was disturbing the enjoyment of his neighborhood, a prior suggestion to bring legal action, pleading for the City's help, the situation had been going on for 21-months or so, his desire for Council to give citizens 5-minutes to speak on agenda items, not 3-minutes, etc. Mr. Ray also expressed concern on public restrooms at Sand Point Park closed at 6:00 p.m. and his concern for the safety of individuals that may be disabled and traveled to a nearby convenience store after 6:00 p.m. to use the restroom.

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Stan Johnston read from a prepared statement that discussed concerns on freedom of religion and speech, correcting issues with dams and water flow, inviting professional engineers to dispute his opinion that the dams at the senior center were improper or illegal and had flooded homes, emails he sent to the Federal Emergency Management Agency (FEMA), etc.

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CONSENT AGENDA

Per Member Nelson's request, staff clarified information on Consent Agenda Item No. C - *Amendment #6 with Wright Pierce, Inc. for the Mourning Dove Water Treatment Plant Project*. Members Moscoso and Stoeckel further discussed the same item and questions on requesting additional funding, whether it was typical for a project to take many years to complete, whether the pricing for the project was "locked-in" when the original contract(s) was signed, budgeted, etc.

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

- A. Resolution No. 21-2025 — Declaring its official intent to reimburse itself from future tax-exempt financing for capital improvements within the City's water and sewer system - Approve Resolution No. 21-2025 declaring its official intent to reimburse itself from future tax-exempt financing for capital improvements within the water and sewer system.
- B. Child Car Seat Safety Program - Restricted Funds - Using the Public Education and Child Occupancy Protection Program, approve the purchase of 24 child passenger seats and approve the associated budget amendment.
- C. Amendment #6 with Wright Pierce, Inc. for the Mourning Dove Water Treatment Plant Project - Approve Amendment #6 in the amount of \$76,040 to Wright Pierce, Inc. for continued professional services during the Mourning Dove Water Treatment Plant Solids Train Upgrade and authorize the City Manager to execute the amendment.
- D. Special Event Road Closure - Titusville Christmas Parade, December 13, 2025 - Authorize the Annual Christmas Parade special event's request contingent on approval of the temporary state road closure from FDOT.
- E. Victims of Crimes Act (VOCA) Grant - Fiscal Year (FY) 2026 Award - Accept the FY 2026 VOCA Grant in the amount of \$54,317 to fund the Victim Advocate position and approve the attached Budget Amendment.
- F. Titusville Police Department 911 Center Training Funds - \$33,627.59 - Approve reclassification of funds (\$33,627.59) to allow operational use for Fiscal Year (FY) 2026.
- G. Task Order with AECOM not to exceed \$150,000 for feasibility assessment of converting 6350 Horizon Drive to Titusville Police Department (TPD) Headquarters (HQ) AND Emergency Operations Center (EOC) - Approve a not-to-exceed task order to AECOM Technical Services Inc in the amount of \$150,000 to provide Architectural and Engineering

Consulting Services for a due diligence review of the proposed acquisition of 6350 Horizon Drive and authorize the City Manager to execute the task order. Additionally, approve the associated budget amendment.

H. Florida Department of Transportation (FDOT) Safety Enhancements - Downtown Titusville - Approve the proposed FDOT safety enhancements for downtown.

Stan Johnston submitted a public speaking card(s) on Consent Agenda Item Nos. A, C, D, E, F, G, and H, to which he indicated being neutral on the requested actions.

Motion:

Member Nelson moved to approve Consent Agenda Item Nos. A through H, in accordance with the recommendations. 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.

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ORDINANCES – SECOND READING, PUBLIC HEARING AND RELATED ACTION

Ordinance No. 40-2025 to amend Section 13-109 of the Code of Ordinances to increase reporting on properties holding mortgages in default from annually to biannually - City Manager Abbate highlighted the request provided in the Council agenda packet.

Code Enforcement Manager Glenn Tolleson read Ordinance No. 40-2025 - AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA AMENDING THE CODE OF ORDINANCES TO INCREASE REPORTING ON PROPERTIES HOLDING MORTGAGES IN DEFAULT FROM ANNUALLY TO BIANNUALLY BY AMENDING SECTION 13-109 "REGISTRATION OF REAL PROPERTY MORTGAGEE HOLDING MORTGAGES IN DEFAULT"; PROVIDING FOR SEVERABILITY, CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND EFFECTIVE DATE, for the second time by title only (This was a legislative item).

Mayor Connors opened the public hearing. As there were no individuals that wished to speak, he closed the public hearing.

Motion:

Member Nelson moved to approve Ordinance No. 40-2025, as recommended. Vice-Mayor Cole seconded the motion and the roll call vote was:

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

The motion carried unanimously.

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Ordinance No. 41-2025 - Public (P) Zoning Ordinance - City Manager Abbate highlighted the request provided in the Council agenda packet.

Community Development Director Brad Parrish read Ordinance No. 41-2025 - AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA AMENDING THE CODE OF ORDINANCES TO INCLUDE NON-PROFIT AND NON-GOVERNMENTAL ORGANIZATIONS WORKING FOR THE PUBLIC WELFARE TO THE PURPOSE IN THE PUBLIC (P) ZONING DISTRICT AND TO ADD PERMITTED AND LIMITED USES IN THE PUBLIC (P) ZONING DISTRICT, BY AMENDING SECTIONS 28-238 “COMMUNITY CENTERS”, 28-239 “COMMUNITY SERVICE”, 28-240 “CONVENTION CENTER”, 28-256 “VOCATIONAL SCHOOL” AND 28-323 “PUBLIC (P)”; PROVIDING FOR GRANDFATHER PROVISIONS, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE AND EFFECTIVE DATE, for the second time by title only (This was a legislative item).

The first reading and first public hearing on Ordinance No. 41-2025 was held on November 11, 2025. This was the second reading and the final public hearing on the ordinance.

On November 5, 2025, the Planning and Zoning Commission recommended approval as presented.

Mayor Connors opened the public hearing.

Jessica Cassell commented on behalf of the Gibson Community Center. She requested Council approve the proposed ordinance. Her desire was for a school to utilize the Gibson Center to teach entrepreneurs and students that desired pursuing careers and training in the food industry.

Stan Johnston supported the proposed ordinance.

Council discussion ensued on uses proposed in Ordinance No. 41-2025, permitting, whether any unintended consequences might result if Council approved the proposed ordinance, staff tried to anticipate any and all unintended consequences, but could not guarantee all assurances of such, staff supported approval, whether grandfathering provisions were included and defined, losing conforming status sometimes happened and remedies or discussion if such scenarios occurred in the future, if an instance of non-conforming status occurred, staff would need to return to City Council, activities allowed in Public (P) zoning, local public schools allowed non-profits to use their facilities, etc.

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

Motion:

Member Nelson moved to approve Ordinance No. 41-2025, as recommended. Vice-Mayor Cole seconded the motion and 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.

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Tranquility Development Agreement (DA) 1-2025 Fifth Amendment – At the beginning of the meeting, Council tabled (continued) Development Agreement (DA) 1-2025 to the regular City Council meeting on January 13, 2026 (6:30 p.m.), which would be held at City Hall Council Chamber.

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Small Scale Amendment (SSA) Application No. 5-2025 Sunset Development 125 Precision Way with Annexation – At the beginning of the meeting, Council tabled (continued) *Small Scale Amendment Application No. 5-2025 Sunset Development 125 Precision Way with Annexation* (and related *Ordinance Nos. 35-2025, 36-2025, and 37-2025*) to the regular City Council meeting on January 27, 2026 (6:30 p.m.), which would be held at City Hall Council Chamber.

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ORDINANCES - FIRST READING – None.

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OLD BUSINESS

Post-North Brevard Economic Development Zone (NBEDZ) Economic Development Strategy – City Manager Abbate highlighted two requests provided in the Council agenda packet, which included:

1. Establish an Economic Development Organization (EDO) Governance and Board Appointment process as described in Slide #17 of the presentation.
2. Utilize funding sources as recommended on Slide #18 of the presentation or combination as desired by Council.

City Economic Development Manager Nicholas Gow provided a high-level overview of information presented during a staff presentation at the Special City Council meeting of November 13, 2025. A copy of the same presentation was included in the agenda packet of this Regular City Council meeting. Discussion ensued on the following:

- Presentation Slide Nos. 17 and 18 of the Staff Presentation. These presentation slides were heavily referenced during the meeting
- Possible make-up or desired composition of the Economic Development Organization (EDO) Board Members (board member professional criteria, qualifications, etc.)
- Partnerships
- The importance and usefulness of having “site ready” properties to attract new business
- Infrastructure grant program as a catalyst for redevelopment
- Funding approaches and accountability measures
- The Program designed to have oversight by City Council
- Annual budgeting process
- Audits were included in staff recommendations or would be completed if Council approved staff recommendations
- Council’s desire to get many applications from individuals to serve on the EDO Board/Governance Board, which Council could rank and select the applicants they desired to serve on the EDO. Council wanted the most qualified applicants. This selection method was preferred to the board member selection strategy on Slide No. 17 of the staff presentation

And

- Council arriving at a general consensus on these matters
- Being intentional with City Council’s objectives and Council having oversight on the types of businesses that might be eligible for grant funding from the City
- Being cautious with distributing funding only because it was available. Instead, being intentional on what the Council wanted the City to look like with future growth
- Anticipating budgetary impacts stemming from audits of the Department of Government Efficiency (D.O.G.E)
- Aiming for the largest Return on Investment (ROI) possible
- Having a large tool kit of strategies to entice economic development. One example was the City’s Ad Valorem Tax (AVT) Abatement Program approved by the voters
- Having or implementing strategies for long-term success
- Council could not be selective about projects, but it could be selective on the types of projects that were seeking funding for economic growth purposes
- Next steps

Stan Johnston submitted a public speaking card. He commented on concerns about fraud, dishonesty, and challenging others to say whether his concerns on flooding were incorrect, etc.

Motion:

Member Nelson moved to approve staff recommendation No. 1 on Slide No. 17 of the Staff Presentation, including approval of establishing an Economic Development Organization (EDO) Governance and Board Appointment process, as recommended by staff for Item Nos. B, C, D, and E, and modified by City Council for Item A, which included each of the following:

- A. Board: Seven (7) Members. Modified by City Council to include that City Council would use the ranking system and appoint all of the EDO Board Members.
- B. Executive Director: Appointed by City Manager with additional administrative support; Using the City's general fund as part of the annual budget process (ensures accountability).
- C. Legal: Retain specialized outside counsel as needed.
- D. Advisory Committees: Sector-specific (aerospace/logistics; small business).
- E. Accountability: Metrics, quarterly reports, conflict-of-interest policy, and independent audits provided to the City.

Member Moscoso seconded the motion for discussion. She desired and supported Council using a ranking system and appointing members to the Economic Development Organization (EDO) board. There was no objection and agreement was indicated as discussed.

Mayor Connors called the vote. The motion carried unanimously.

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Next, Council took formal action on the staff recommendations on Slide No. 18 of the Staff Presentation on economic development that discussed potential funding sources (*Re: Post-North Brevard Economic Development Zone (NBEDZ) Economic Development Strategies*).

Motion:

Member Nelson moved to approve staff recommendation No. 2 on Slide No. 18 of the Staff Presentation and utilizing the following potential funding sources or a combination as desired by City Council, as followed:

- A. Seed Fund Loan-Grant Program: One-time fund (e.g., \$500,000) to launch a loan or grant program. Loan program may include a revolving fund for capitalization or a pad-ready site.
- B. Annual Appropriation: Approve annual funds in an amount to be determined by the City Council for economic development activities. Approved by City Council during the budget process. May include a restricted fund approved by separate resolution, meaning only City Council approved costs were allowed.
- C. Tax-Increment Financing (TIF): Evaluate the establishment of a 20-year district to provide ongoing funding to support EDO efforts. If pursued, the appropriate Florida Statutes would be incorporated.
- D. Florida Power & Light (FPL) Franchise Fee Set-Aside: Evaluate dedicating a portion of incremental FPL franchise fees from new developments to EDO.
- E. Supplemental Funding: 1. State/Federal Grants, 2. Philanthropy, 3. Membership Dues, and 4. Private Cost-Share for joint projects.

Member Stoeckel seconded the motion.

Stan Johnston submitted a public speaking card. He commented on concerns for rewarding corruption, dishonesty, making bad choices, and his desire to speak on the topics or information that he desired, while speaking on agenda items and/or propositions before the Council, etc.

Mayor Connors called the vote. The motion carried unanimously.

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NEW BUSINESS –

Selection of a Vice-Mayor – The request was to nominate and select a Vice-Mayor.

Stan Johnston submitted a public speaking card. He commented on concerns for dams, flooding, communicating with the St. Johns River Water Management District (SJRWMD), etc.

Motion:

Member Nelson moved to select Herman A. Cole, Jr., Col USAF Retired as the Vice-Mayor. Member Stoeckel seconded the motion and it carried unanimously.

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Designation of the Chair and Vice-Chair of the Community Redevelopment Agency (CRA) – The request was for City Council to designate the Chair and Vice-Chair of the Titusville Community Redevelopment Agency (CRA).

Stan Johnston submitted a public speaking card. He questioned the legality of the two, At-Large, CRA Members who were not included in the anticipated vote on designating a Chair and Vice-Chair of the CRA. He did not think this was right.

Member Moscoso desired researching the policy requirements on designating a Chair and Vice-Chair on the CRA. To this, Member Nelson read from *City of Titusville Resolution No. 8-2016*, which provided that City Council shall select the Chair and Vice-Chair of the Titusville Community Redevelopment Agency (CRA). The resolution also provided the rationale for the procedures, including formal opinions from other State offices.

Motion:

Vice-Mayor Cole moved to designate Mayor Connors to fill the role of the Community Redevelopment Agency (CRA) Chair and himself (Vice-Mayor Cole) as the Vice-Chair of the Titusville Community Redevelopment Agency (CRA). Member Nelson seconded the motion and it carried unanimously.

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Council Member Appointments to Serve on Outside Agencies – The request was for Council to update the Council Member appointments and Council Members that would serve on outside

agencies for the upcoming year. Members of City Council were appointed to serve on various outside agencies to represent the interests of the citizens of the City of Titusville.

Stan Johnston submitted a public speaking card. He did not think City Council could handle the extra duties of being appointed to outside agencies. Instead, Mr. Johnston felt the Council should focus on issues “at home” or solely affecting the City, such as flooding of homes on Temple Drive and for other reasons described, etc.

Motion:

Member Nelson moved to appoint the following City Council Member to serve on the following outside agency appointments for 2025/2026, as followed:

- Florida League of Cities: Current Member – Sarah Stoeckel, Alternate – Andrew Connors.
- Space Coast League of Cities: Current Member – Megan Moscoso, Alternate – Andrew Connors.
- Space Coast Transportation Planning Organization:
 - Two Voting Members: Primary Member – Herman A. Cole, Jr. Col. USAF Retired, Secondary Member – Andrew Connors.
 - Two Non-Voting Members: First Alternate Member – Megan Moscoso, Second Alternate Member – Jo Lynn Nelson.
- North Brevard Commission on Parks and Recreation: Current Member – Andrew Connors, Alternate Member – Jo Lynn Nelson.
- Economic Development Commission of Florida Space Coast: Current Member – Jo Lynn Nelson (voting member), Alternate Member – Andrew Connors (non-voting member).
- Affordable Housing Advisory Committee: Current Member – Herman A. Cole, Jr. Col. USAF Retired, Alternate Member – Megan Moscoso.

Council did not fill the outside appointment role for the North Brevard Economic Development Zone (NBEDZ), due to board was dissolved in 2025.

xxx

2026 Strategic Planning Special Meeting – City Manager Abbate introduced the agenda item and outlined the request as provided in the Council agenda packet. The request was for City Council to provide staff direction regarding the desired format, timing, and facilitation of this annual, special, City Council meeting. To this, Council discussion ensued on the following:

- Council’s various viewpoints on holding a Saturday morning meeting with the citizens, as completed (held) in prior years.

- Re-initiate the Saturday morning meeting with a facilitator.
- Using a newer, online, community survey tool called “FlashVote” to supplement feedback provided by citizens at the annual (proposed) Saturday morning meeting. There were six (previously selected) online survey questions to use for supplemental feedback.
- Making the City’s Strategic Plan Goals and Objectives clearer.
- There were many prior Council directives or approvals for advisability for the City Manager (and staff) to follow-up and report back to Council for various items; an idea to have Council order and prioritize their prior directives.
- Tracking the progress of the goals or directives.
- Having Council prioritize its directives was important, due to it was difficult for staff to give equal effort to all of the Council’s directives.
- Holding the annual strategic planning meeting(s) gave Council the opportunity to also “hammer-out” the goals and objectives.
- Discussing tactics for how strategic goals were completed.

And

- Strengths and weakness analysis.
- How to involve the public and the public listening to Council discussion.
- An idea for Council to meet in public as legally required, but at another location similar to scheduling a retreat. This idea was intended to facilitate Council developing their ideas and bonding, similar to how one Council Member’s colleagues held retreats. They were effective. The meeting would be legally noticed and the citizens and public could attend.
- Ideas where a special City Council meeting (Council retreat) could be held (hospital suggested, etc.).
- Creating a three-to-five-year plan.
- Having an annual “check-in” and holding these types of regular annual meetings was useful to ensure consistency.
- Whether to use or select a facilitator for one or both upcoming Strategic Planning meetings (special City Council meetings).
- Being clear and providing clear direction was important.

Motion:

Member Stoeckel moved to authorize (1.) Holding a Special City Council meeting and citizen workshop (community conversation) on an upcoming Saturday with Council on the floor or in proximity to the citizens (facilitator assistance discussed) and incorporating FlashVote (an online survey tool) for supplemental feedback from the community, and thereafter (2.) Select a date and time, provide public notice, and hold a special City Council meeting (similar to a retreat) to be held at another location (hospital suggested) to allow Council to discuss and strategize on the City’s Strategic Plan Goals and Objectives. Vice-Mayor Cole seconded the motion for discussion.

Additional Council discussion ensued.

Mayor Connors questioned whether to have a facilitator assist the Council at the meeting where the Council would iron out the issues and put together Council's clear vision. He also discussed the desired order for which of the two strategic planning meetings might be held first, starting with the meeting with the citizens (community conversation) or to begin by holding the meeting where the City Council, as the governing body, discussed and set clear goals.

Member Stoeckel desired holding the meeting with the citizens first, because this provided Council information for the second meeting.

City Manager Abbate asks whether Council desired holding both meetings on a Saturday.

Mayor Connors supported Member Stoeckel's earlier suggestion to have a Council retreat at another location, to take plenty of time and discuss "all the things" the Council needed to discuss. Vice-Mayor Cole recommended the hospital as an alternate meeting location. Member Stoeckel liked this idea and having an opportunity to bond as a Council. Member Stoeckel would also get more info from colleagues on "things they did".

Stan Johnston submitted a public speaking card. He felt strategic planning meetings were not productive and did not solve the issues that he was concerned with, such as flooding. He also felt the Council were creating cover-ups for his concerns.

Mayor Connors called the vote. The motion carried unanimously.

xxx

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

xxx

MAYOR AND COUNCIL REPORTS –

Mayor's Report - The Mayor provided his individual report.

xxx

Mayor Connors passed the gavel to Vice-Mayor Cole (symbolizing temporary transfer of authority). Mayor Connors desired initiating formal action to posthumously honor a particular combat veteran that was awarded the Congressional Gold Medal of Honor, by working with a particular non-profit organization that worked with veterans that would build or create a display to be showcased and installed in the City Hall lobby, to include a replica of the deceased military service member's uniform, the medal, etc. The deceased were from Titusville.

Motion:

Mayor Connors moved to have the City Manager work with the veteran's non-profit group (name to be provided to the City Manager after the meeting), who would make a replica display of the

deceased Congressional Medal of Honor veteran's uniform along with medal as a memorial to him at City Hall, to be displayed as to be determined.

Council discussion ensued on:

- How long Mayor Connors desired for the honor display to be on display at City Hall.
- Moving away from the trend of Council bringing up new action items at City Council meetings and calling for a vote at the same meeting.
- Scheduling Mayor Connors' request as an agenda item on the next City Council agenda, in order to prepare for information that may be asked or needed.
- The Congressional Medal of Honor was rare and there were few individuals for which this award was issued.
- Whether Mayor Connors was asking for the display to be permanent.
- Approving advisability and authorizing staff to return with more information rather than approving the request at this meeting.
- Council was not ready to vote, as requested.

Amended Motion:

Mayor Connors moved to amend the motion on the floor to instead authorize scheduling an agenda item for an upcoming City Council meeting to consider his request to install a display in the City Hall lobby that would honor a particular deceased military veteran that had been awarded the Congressional Gold Medal of Honor (the U.S. Military's highest award for valor). The authorization also included advisability for staff to report back with additional information. Discussion included questions such as the length of time the valor themed installation might be on display, etc. Member Nelson seconded the motion, as discussed and during the meeting.

Stan Johnston submitted a public speaking card. He advised that he was a veteran and the son of a Navy veteran. He felt the Council repeatedly disregarded the Constitution.

Vice-Mayor Cole called the vote. The motion carried unanimously.

XXX

Council Reports – Council Members provided their individual reports. Council also discussed the various items and concepts (discussion only):

XXX

Vice-Mayor Cole initiated discussion on:

- Having or ensuring the City has the time to complete due diligence and having the first right of refusal when considering whether to purchase the Police Hall of Fame building, the first appraisal of the property was ordered earlier in the day and would be completed after the holidays, the City Manager would contact the Realtor and property owner to get their expectations, completing tasks and analysis quickly over the next few months, etc.
- A recent and successful community engagement event.

XXX

Member Stoeckel initiated discussion on:

- She received complaints and concerns about a concrete plant (business) and future legislation that may be coming to address pollution, penalties, etc., as discussed.
- Staff reporting back on prior Council advisability (prior directives) on policies to strengthen development, like water flowing in a direction not intended, how staff presented information, and much more.
- Legal advertising and who paid the cost to advertise a proposed Comprehensive Plan Amendment application and transmittal to the State. This also included if the applicant were to request Council tabling their request from December 2025 to January 2026.
- The upcoming 2026 State Legislative Session and concerns on items and bills that could affect funding provided to cities, such as property taxes, grants, as well as other issues, such as water quality, etc.

XXX

Member Moscoso initiated discussion on:

- A desire to schedule an item on an upcoming Council agenda for the cost to attend the upcoming Legislative Action Days in Tallahassee.
- Procedures for administrative approvals, citizen recourse, etc.

XXX

Member Nelson initiated discussion on:

- Concerns for more frequent storms and 100-year storm events and flooding.
- Prioritizing and tightening prior directives from City Council on regulations for wetlands, flooding, and stormwater for the entire City or the larger area (not clear), not just the St. Johns River Water Management District (SJRWMD) basin.

City Manager Abbate commented on Council's recent and prior directives and the scope of prior directives discussed by Council, when previously directing the City to move forward with completing or updating the City's Stormwater Master Plan.

XXX

In addition, Mayor Connors requested follow-up on an idea to hold a 4th of July Parade.

XXX

CITY MANAGER'S REPORT

City Manager's Report - City Manager Abbate provided his written report. One action item was included and requested under the City Manager's Report.

xxx

Request for Council Support of Titusville Resort and Destination Environmental Issue – A letter from Attorney William Anderson that represented Mr. Jesse Wright, the owner and developer of the Titusville Resorts and Destination (TRD) project, was included in the Council agenda packet. In his letter, Mr. Anderson requested City Council authorize an agenda item at a future Council meeting to discuss environmental concerns regarding the TRD project. Additionally, Mr. Anderson requested Council pass a resolution that urged both the County Natural Resources Management Department and the Florida Department of Environmental Protection (FDEP) to act in an expeditious manner to resolve environmental conditions that he believed were hampering the future development of the TRD project.

Council did not take action on the aforementioned requests.

xxx

The other items in the City Manager's Report were provided for informational purposes only.

xxx

CITY ATTORNEY'S REPORT –

City Attorney's Report - City Attorney Treasure submitted her report.

xxx

Employment Agreement for the Assistant City Attorney – The request was for Council to approve and accept the Employment Agreement for the Assistant City Attorney for David A. Melito. Mr. Melito's resume was distributed to Council prior to the Council meeting.

Stan Johnston commented on his previous employment with Brevard County, individuals that were fired, there were differences in employees and how or whether they served the government or the citizens, how these concepts were related to his concerns on flooding on Temple Drive, etc.

Motion:

Member Nelson moved to approve and accept the Employment Agreement and appoint David A. Melito as the Assistant City Attorney, as recommended. Vice-Mayor Cole seconded the motion and it carried unanimously.

xxx

With no further business to discuss, the meeting adjourned at 9:20 p.m.

Andrew Connors, Mayor

ATTEST:

Wanda F. Wells, City Clerk

The City of Titusville City Council met in special session on Tuesday, December 2, 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 Cole, Jr. Col USAF Retired, and City Council Members Jo Lynn Nelson, Dr. Sarah Stoeckel and Megan Moscoso. Also present were City Manager Thomas Abbate, City Attorney Andriene Treasure and Senior Administrative Assistant Emily Campbell, who completed the minutes of the meeting.

xxx

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

xxx

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

xxx

The purpose of this meeting was: (1) Public Hearing on Community Development Block Grant (CDBG) 24-25 Annual Performance Report and 26-27 Action Plan housing and community development needs and (2) Adopt annual State Housing Initiative Partnership (SHIP) program Housing Incentive Plan 2026.

xxx

Public Hearing on Community Development Block Grant (CDBG) 24-25 Annual Performance Report and 26-27 Action Plan Housing and Community Development Needs – City Manager Abbate advised that the request was to hold the public hearing on the CDBG 24/25 program year report and 26/27 Action Plan Housing and Community Development Needs and hear requests for funding from the non-profit agencies.

Neighborhood Services Director Terrie Franklin provided a powerpoint presentation that highlighted as followed:

- Purpose of this Special Meeting
- Neighborhood Services
- Mission
- Goals and Objectives
- Revitalization Objectives
- Preservation Objectives

- Fair Housing Objectives
- Serve the Needs of Residents
- Housing Objectives
- Methods of Implementation
- Plan for Change
- Available Resources and Constraints
- CDBG Grant Program
- FY 24/25 Available Revenues
- Funds Expended in FY 24/25
- FY 24/25 CDBG Public Services Year 3 of 5
- FY 24/25 CDBG Year 3 of 5 Other Projects and Administration
- On-Going Funded Programs Carry Forward to Year 4 of 5
- FY 24/25 Year 3 of 5 Accomplishments
- End of Annual Performance Report

Neighborhood Services Director Terrie Franklin stated that she was open to questions from the public.

There were no speaking cards submitted by the public.

Member Stoeckel asked if the funds were in jeopardy given the current political climate.

Neighborhood Services Director Terrie Franklin stated that she felt the funds were in jeopardy and by next year, staff would see a drastic reduction in the funds provided.

Member Moscoso stated that a large amount of the funds was spent on resurfacing roads. She asked what the plan was moving forward to utilize the funding for more housing initiatives or other projects.

Neighborhood Services Director Terrie Franklin stated that after the meeting with the community, the community requested the plan focus on a sidewalk project, lighting improvements, and transportation and traffic calming features along Deleon Avenue.

Neighborhood Services Director Terrie Franklin continued her presentation that highlighted as followed:

- 2026/2027 CDBG Annual Action Plan
- City of Titusville Consolidated Plan Strategies
- 10-Year CDBG Grant Revenues

Member Nelson asked if the CDBG funds could be used for a homeless shelter.

Neighborhood Services Director Terrie Franklin stated that if an agency wanted to operate a homeless shelter, then they could fund the operational costs, but could not fund the construction aspect of it.

Member Stoeckel stated that she was aware of only one nonprofit organization in the community that operated a cold-weather shelter and that she did not believe the organization received City funding. She expressed concern that, without support, the organization might discontinue operating the shelter for Titusville residents. She asked whether City staff could explore options for the City to partner with or otherwise assist the organization in operating the cold-weather shelter.

Neighborhood Services Director Terrie Franklin stated that staff would look into Member Stoeckel's concern.

xxx

Neighborhood Services Director Terrie Franklin advised that the following agencies provided requests for FY 2026/2027 grant funding:

- Aging Matters in Brevard – Meals on Wheels - \$16,445
- Brevard Alzheimer's – Safe Ride Program - \$7,000
- Women's Center – Domestic Violence Safe House - \$16,000
- Grand Parents Raising Grandchildren – Child First Program - \$7,000
- Matthew's Hope – Mobile Homeless Outreach - \$30,000
- North Brevard Charities – P.O.W.E.R. Program - \$42,000

Aging Matters, the Women's Center, Matthew's Hope and North Brevard Charities gave a brief presentation on their request.

Mayor Connors requested that City staff seek access to the data from the community asset mapping conducted by Parrish Healthcare that was used to identify and address healthcare gaps in North Brevard.

Member Moscoso asked if there was any way that the City could assist with funding for these organizations since there was only \$42,000 available (estimate) and \$118,645 requested the agencies.

Member Stoeckel stated that staff could use the community asset mapping to identify populations in the community that needed assistance to ensure that resources were used strategically. She stated that she wished all the organizations could be funded but emphasized the need for caution because the funds involved were public funds and taxpayer dollars. She further stated that she supported bringing together local nonprofit organizations to collaborate with one another.

Neighborhood Services Director Terrie Franklin continued her presentation that highlighted as followed:

- Proposed FY 2026/2027 CDBG Grant Year 5 of 5
- Public Services Requests
- Public Facilities and Infrastructure South Street Target Area Revitalization Year 5 of 5
- Federal Program Updates – Executive Orders

Member Moscoso stated that the City was denied a grant for the Affordability Housing Study but asked whether the City could still explore inclusionary zoning without conducting the study.

Neighborhood Services Manager Tracy Davis stated that the Affordable Housing Advisory Committee had been requesting an Affordability Housing Study for several years because one had not been completed in approximately fifteen years. She stated that the Committee wanted to base affordable housing policies on updated information from a new study that would show where Titusville currently stood and the needs of the community.

Community Development Director Brad Parrish stated that City Council could still move forward with discussing inclusionary zoning without the study.

xxx

Adopt annual State Housing Initiative Partnership (SHIP) program Housing Incentive Plan 2026 – City Manager Abbate advised the request was to adopt the 2026 State Housing Initiative Program Housing Incentive Plan and approve Resolution No. 20-2025.

Neighborhood Services Manager Tracy Davis stated that the purpose of the Affordable Housing Advisory Committee (AHAC) was to review the City's policies, procedures, ordinances, land development regulations, and the comprehensive plan, as it relates to affordable housing to develop an Incentive Plan recommending incentives annually as required for the SHIP grant program. The Incentive Plan incorporated specific incentives and actions to encourage or facilitate the development of affordable housing while protecting the ability of the property to appreciate in value.

At a minimum, the AHAC was required by SHIP Statute to make recommendations on the following areas: (A) The processing of approvals of development orders and permits for affordable housing projects was expedited to a greater degree than other projects, as provided in s. 163.3177(6)(f)(3). This was a mandatory incentive; (B) The allowable fee waivers provided for the development or construction of affordable housing; (C) The allowance of flexibility in densities for affordable housing; (D) The reservation of infrastructure capacity for housing for very low-, low-, and moderate-income persons; (E) Affordable accessory residential units; (F) The reduction of parking and setback requirements for affordable housing; (G) The allowance of flexible lot configurations, including zero-lot line configurations for affordable housing; (H) The modification of street requirements for affordable housing; (I) The establishment of a process by which the City considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of affordable housing; (J) The preparation of a printed inventory of City-owned public lands suitable for affordable housing. This is a mandatory incentive; and (K) The support of developments near transportation.

In addition to the above-required categories, the Affordable Housing Advisory Committee (AHAC) has the option to include additional incentives that they believe would further the availability of affordable housing. As a result, the AHAC has included additional incentives as outlined in the plan. They were: (L) The implementation of an Inclusionary Zoning planning tool requiring certain market-rate developers to include a percentage of affordable units within the development.

On October 20, 2025, the AHAC approved its 2026 Housing Incentive Plan as submitted. A subsequent public hearing was held on November 3, 2025, to receive public comments on the proposed Plan before submittal to City Council for adoption. No comments were received during the public hearing.

As required by Florida Statute, a Housing Incentive Plan must be adopted by the City and submitted to the Florida Housing Finance Corporation annually, when local SHIP funding exceeds \$350,000 no later than December 30th each program year or the City's SHIP grant funding would be subject to termination.

City Council has the option of accepting, amending, or rejecting the AHAC's recommendations as written in the Plan. However, two of the incentives are mandatory by the Statute to be adopted: A) Expedited Permitting and Review and B) Ongoing review process. Any changes made by City Council to the Plan would be incorporated into the final Plan when submitted.

The Neighborhood Services Department has prepared the 2026 Housing Incentive Plan, as developed by the AHAC, for City Council's consideration, and request City Council's action on each incentive strategy as recommended in the Plan. Council's actions would be noted in the Plan for each incentive where indicated as "pending" prior to submittal.

Member Stoeckel stated that she believed the Affordability Housing Study would have given her more insight into the affordable housing situation in Titusville and would have helped her make better-informed decisions.

Community Development Director Brad Parrish stated that the Council could request an Affordable Housing Study but noted that it would need to be funded.

Neighborhood Services Director Terrie Franklin stated that the Neighborhood Services Department was entering the next cycle of preparing its five-year plan for the Community Development Block Grant (CDBG). She noted that, as part of that process, the Department could complete an Affordable Housing Study if City Council provided that direction.

City Manager Abbate advised that, following the audit, the City would have a clearer understanding of available encumbered funds. He noted that during the mid-year review in April, departments could request additional projects, which may or may not have been funded or could have been underfunded. He stated that staff could bring back an Affordable Housing Study using funds identified from the City's audit at mid-year.

Motion: Member Nelson moved to adopt the 2026 State Housing Initiative Program Housing Incentive Plan and approve Resolution No. 20-2025. 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

Petitions and Requests from the Public Present – City Manager Abbate advised that this was a special meeting and the comments must relate directly to the meeting.

Toni Shifalo reported that the staff of the Neighborhood Services Department had been working diligently with the Concerned Citizens Group. She noted that \$331,000 had been spent on paving Tropic Street and Canaveral Street while homeless individuals were still living on the streets. Ms. Shifalo further stated that the federal regulations and requirements governing Community Development Block Grant (CDBG) funds were extensive and made it difficult to allocate the funds for specific purposes.

xxx

With no further business to discuss, the meeting adjourned at 6:55 p.m.

Andrew Connors, Mayor

ATTEST:

Wanda F. Wells, City Clerk

City of Titusville
"Gateway to Nature and Space"

REPORT

To: Members of the City Council
From: Thomas Abbate, City Manager
Subject: **Employee of the Month - January 2026**
Department/Office: Human Resources

Recommended Action:

Recognize the Employee of the Month for January 2026. No action is requested.

Summary Explanation & Background:

Alternatives:

Item Budgeted:

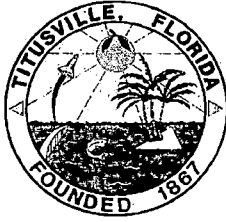
Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Mark Langdorf



**CITY OF TITUSVILLE
EMPLOYEE OF THE MONTH
NOMINATION FORM**



I nominate Mark Langdorf Dept#: Human Resources for Employee of the Month

(Please Type or Print Clearly)

Reason for Nomination: Please be specific and list examples of why he/she deserves this award:

Example: How do they go "above and beyond" to get the job done?

The trend in worker injuries resulting in medical claims and loss wages city-wide have decreased from \$600,000 to less than \$100,000 in the last five years. The financial impact has resulted in fewer lawsuits and fewer claims. In every worker injury claim, property damage claim and General Liability claim, and automobile collision claim, Mark ensures timely reporting to the insurer and third party administrator. Mark reviews incident reports , photos , videos and medical records to determine who is at fault by limiting the city's exposure. Mark has worked with the operating departments to assist in improving work place safety for our employees. Mark has worked with our legal team of attorneys and adjusters to resolve claims efficiently. Two claims in particular; a bacteria case and an auto claim sadly resulting in fatalities which could have gone to trial were resolved efficiently but could have resulted in larger jury award amounts against the City. Mark has settled claims by managing the process from the moment a loss occurs through final resolution with the goal of a fair outcome at the lowest reasonable cost.

Mark has worked with insurance carriers for a covered loss in car accidents and property damage and has taken steps to recover that loss from the at fault third party who caused the damage ensuring the responsible party ultimately pays not just the city's insurer. During his time employed by the city, Mark has recovered over \$2 million in claim recovery dollars for losses against the city.

(You may attach additional pages if necessary-Nomination will be read at Council Meeting)

Nominator: Joe Denaro

Date: 12/16/2025

Nominator's Signature: 

Dept. # Human Resources

Relationship to Nominee: Supervisor Co-Worker Other _____

Return to Human Resources
Call Sheena Alexander at 567-3728
for Assistance

City of Titusville
"Gateway to Nature and Space"

REPORT

To: Members of the City Council
From: Thomas Abbate, City Manager
Subject: **Historic Preservation Ordinance**
Department/Office: Community Development

Recommended Action:

Accept the Historic Preservation Board's recommendation to adopt an amendment to the City's Historic Preservation Ordinance as recommended in the Historic Preservation Officer's report.

Summary Explanation & Background:

At the September 2, 2025, Historic Preservation Board (HPB) meeting, the Board held an in-depth discussion on preservation priorities, potential ordinance updates, and expanded local recognition of historic structures. Chairman Kiesel emphasized the importance of the City of Titusville supporting historic preservation initiatives. Chairman Kiesel recommended updating or amending the City's ordinance to align with Senate Bill 582, which strengthens local historic preservation authority. Chairman Kiesel asked whether the HPB could play a larger role in reviewing demolitions of historic structures. Mr. Parrish responded that this would require a change to the ordinance. Chairman Kiesel requested further discussion on this issue at future meetings.

The enclosed memo from the City's Historic Preservation Officer (HPO), Pat Tyjeski, provides an overview of the City's historic property demolition provisions, a peer review analysis, and suggestions for updating Titusville's historic preservation regulations to improve the monitoring and management of building demolitions within the City.

On December 1, 2025, the Board recommended the report from Historic Preservation Officer Pat Tyjeski with her stated recommendations and flow-chart be forwarded to City Council for consideration.

Alternatives:

N/A

Item Budgeted:

Yes

Source/Use of Funds/Budget Book Page:

Historic Preservation Board Budget

Strategic Plan:

Goal 1. to Encourage a vibrant downtown

Goal 2.b to continue partnerships and coordination with public and nonprofit entities

Strategic Plan Impact:

Expanded HPB review of demolitions ensures significant historic structures are preserved or properly documented.

Builds trust with residents and historic property owners by demonstrating the City's commitment to safeguarding cultural heritage and neighborhoods such as Joynerville. . Protecting historic assets supports tourism, encourages reinvestment in older buildings, and sustains the appeal of the downtown district as a destination for visitors and residents.

Aligning City ordinances with Senate Bill 582 and enhancing HPB's role in demolition review modernizes the City's preservation framework, ensuring stronger local control and more proactive preservation planning.

ATTACHMENTS:

1. Memo - Demolition Process_v2



To: Historic Preservation Board, City of Titusville
From: Pat Tyjeski, AICP, Historic Preservation Officer
CC: Megan Barrow, AICP, Planning Project Manager
Date: November 14, 2025
Reference: Demolition of historic structures

As requested during the Historic Preservation Board’s (HPB) November 3, 2025, meeting, this memo provides an overview of the City’s historic property demolition provisions, includes a peer review analysis, and offers suggestions for updating Titusville’s historic preservation regulations to improve the monitoring and management of building demolitions within the City.

At previous HPB meetings, the Board identified the frequency of demolitions involving buildings with preservation potential as a concern, particularly those occurring without HPB review. Residents have raised similar concerns, especially regarding properties along Indian River Drive. Because preservation is part of the HPB’s mission, the Board feels compelled to discuss these issues with City Council and consider amendments to the City Code’s preservation regulations.

PROTECTION LEVELS

To have efficient and effective conversations about modifying the historic preservation ordinance, it is vital for all stakeholders (board, city staff, elected officials, and community members) to understand the following terms and protection levels. These distinctions are essential to ensure consistent interpretation and enforcement of preservation standards.

- **HISTORIC.** Whenever the word “historic” is used to refer to a structure or site, it is important to refer to the definition included in Section 29-114 of the City’s Land Development Regulations.

*Historic site. A site, structure, building or object meeting one (1) or more of the criteria specified herein **and designated as such by the City Council.***

The definition specifies that the site/structure must be designated as such by City Council to be deemed “historic.” There is a common misconception that any structure that is 50 years old or older becomes “historic.” This idea may come from the criteria used to survey properties for inclusion in the Florida Master Site File (discussed below).

- CERTIFICATE OF APPROPRIATENESS. Defined in the LDRs as the “permit, which is required by the Historic Preservation Board prior to any action,” this permit is required for any alteration, relocation, or demolition of a structure, object, or landscape feature **designated by the City as a historic resource**. The certificates are reviewed and approved administratively if the alteration is minor and require HPB review if they are major (defined in the LDRs). Demolitions are deemed “major” and require HPB review.
- FLORIDA MASTER SITE FILE: The Florida Master Site File is the state’s official **inventory** of historical and cultural resources. The criteria for recording a resource on the Florida Master Site File are that it be adequately documented with a State Site Form and that it be approximately 50 years of age or older. In some cases, resources less than 50 years of age may be included in the Site File inventory for planning purposes or for possessing other historical or significance attributes. The Site File is an inventory and not a state historic register. Therefore, there is no historical significance requirement for inclusion in the Site File, although many included properties do possess special significance.
- SURVEYED SITE. Being “surveyed” means a site has been investigated by archaeologists or architectural historians to identify and document the resource. The findings of the survey are recorded on a form provided by the state and submitted to the Master Site File office. The survey forms used to document the resource include questions related to location, ownership, past alterations, date of construction, and building characteristics, and provide a section where the surveyor offers an *opinion* of significance (whether the resource is eligible for inclusion in the National Register of Historic Places individually or as a contributing resource. Occasionally, the State Historic Preservation Officer will also provide an opinion, but this is not always done. Being surveyed does not create any official status or afford any protection. Like any research report, a historic survey is subject to changes or updates and serves to inform board decisions on official designations or Certificates of Appropriateness.
- DESIGNATED SITE: There are three levels of designation –National Landmark, National Register, and Local Register.
 - National Landmark: Reserved for sites of exceptional national significance. There are approximately 2,600 properties designated as National Historic Landmarks. Examples of National Landmarks in Brevard County include the Cape Canaveral Lighthouse, Launch Complex 39, Harry T. & Harriette V. Moore Memorial Park in Mims, and the Windover Archaeological Site. There are no National Landmarks within the City limits.
 - National Register of Historic Places. The Nation’s official listing of prehistoric and historic properties worthy of preservation. The list, which currently includes about 98,000 properties including districts, buildings, objects, and sites, is maintained by the National Park Service in partnership with federal, state, and local offices. The federal program relies on local communities to protect these resources through local designation. **National Register structures that are not locally designated are not protected from alteration or demolition.** Protection only comes into play when sites accept state or federal financial assistance. Examples of local sites included in the National Register include the Prichard House, St. Gabriel’s Episcopal Church, LaGrange Church

and Cemetery, the Wager House, Judge Robbins House, and the Spell House. The City also has a National Register Historic District.

- Local Register: A site or district that has been officially designated as such by the City Council. Local designation offers the highest level of protection from demolition or alterations, because the rules are codified in the land development regulations. The City currently has 11 locally designated structures. To be designated, the site, object, or district has to meet certain criteria listed in Section 29-116 of the LDRs. They generally include association with events or persons that are significant in the history of the city, possess quality of design and construction, may yield important historical or archaeological information, are already designated in the National Register, or are part of, or related to, a landscape, park, environmental feature or other distinctive area.
- CONTRIBUTING SITE. Refers to structures in a historic district which contribute to the district's significance. In Titusville, contributing structures become *local historic resources* when the historic district is established and the contributing structures are identified (even if they have not been individually designated). Therefore, they are subject to the provisions of the historic preservation code.

LOCAL PROTECTION

As noted above, the highest level of protection for historic resources is the local historic preservation ordinance. The City of Titusville Land Development Regulations include a chapter with provisions intended to protect local historic resources. When it comes to demolitions, the code regulates the following:

- A Certificate of Appropriateness is required before the demolition permit can be approved.
- The Historic Preservation Board reviews the application based on the criteria contained in Section 29-119(m), which includes:
 - Is the structure of such interest or quality that it would reasonably meet national, state, regional or local criteria for designation as a significant historic or architectural site or structure?
 - Is the structure of such design, craftsmanship or material that it could be reproduced only with great difficulty or expense?
 - Is the structure one of the last remaining examples of its kind in the City, county or region?
 - Does the structure contribute significantly to the historic character of a designated district?
 - Would retention of the structure promote the general welfare of the City by providing an opportunity for study of local history, architecture and design or by developing an understanding of the importance and value of a particular culture and heritage?
 - Are there definite plans for reuse of the property if the proposed demolition is carried out, and what will be the effect of those plans on the character of the surrounding area?
- If the demolition is approved, the Board may impose conditions such as:

- Encouraging the salvage and preservation of building materials or architectural details and ornaments, fixtures and the like for reuse in restoration of other historic properties.
- Requiring, at the owner's expense and prior to demolition, the recording of the building for archival purposes by photographs.
- A board's denial to grant a certificate of appropriateness has to be supported by a written statement describing the public interest that the Board seeks to preserve.

Some jurisdictions require a delay before a demolition permit is approved. The reason for the delay is to allow time to find alternative solutions to save the building from demolition.

UNLAWFUL DEMOLITION

Senate Bill 582 (HB 717), which was recently signed by the governor, "authorizes code enforcement boards or special magistrates to impose an enhanced fine for the knowing and willful demolition of a structure individually listed on the National Register of Historic Places or is a contributing resource to a National Register-listed district. The enhanced fine may not exceed 20 percent of the fair market value of the property, as determined by the property appraiser." The city should consider implementing this bill.

DEMOLITION BY NEGLECT

There are two sections in the code that address issues with properties becoming so deteriorated that the demolition becomes a public safety issue.

Section 29-119(m)(5) states, "*A property owner shall not permit a structure with a Historic Designation to fall into a state of disrepair that may result in the deterioration of exterior appearance or architectural features so as to produce, in the judgment of the Historic Preservation Board, a detrimental effect upon the life and character of the structure in question. If the Historic Preservation Board finds a designated historic structure has been deliberately neglected, the Historic Preservation Board may refer the property to the Department of Building and Code Enforcement for immediate attention and may be subject to code violation fines in addition to the penalties in accordance with this article.*"

This provision only works if it is actively put into practice. The City may want to consider a code enforcement program to check on certain structures (a list to be determined by the Board) to ensure they are properly maintained.

Once a property gets to a deteriorated state, it is very difficult to deny a demolition permit. If the City's Building Official determines that a designated or contributing structure is unsafe pursuant to the Florida Building Code, the official notifies the Historic Preservation Officer and considers input from the HPB. However, if no solution is found, the official issues the permit.

The code also addresses undue economic hardship. It may be considered after an application for approval to demolish a structure has been denied by the Historic Preservation Board. The owner is required to submit a list of documents to the Historic Preservation Board for consideration. The list includes items such as property values, repair estimates, appraisals, etc.

UNPROTECTED STRUCTURES

Structures that are not individually designated or designated as contributing to a district are not currently protected from alterations or demolition. That means the HPB does not get involved in reviewing demolition permits or structures that are not designated but have the potential to be. The process to designate individual structures in Titusville and most Florida jurisdictions is voluntary. Some jurisdictions require a majority vote if the owner(s) do not consent to the designation.

One potential action to prevent the destruction of properties that have potential for designation would be to review the Florida Master Site Files that have been completed, identify the sites that have been noted as potentially eligible for designation (individually or as part of a district), invite those property owners to learn about the benefits of historic preservation, and encourage them to apply for designation. Similarly, the HPB could identify areas with potential for district creation and invite those property owners to learn about district designation.

While the Titusville code does not specify a requirement for concentration of contributing structures for the creation of historic districts, the Florida Division of Historic Resources defines “district” as possessing “a significant *concentration*, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development.”

PEER REVIEW

A review of historic preservation ordinances and procedures in peer cities throughout Florida found that demolition review is typically limited to official historic districts and individually designated buildings. However, several jurisdictions have additional formal and informal processes that achieve wider monitoring of demolitions. See attached table with excerpts from various jurisdictions in Florida. The following are some highlights:

- Most jurisdictions may deny demolition of designated or contributing structures if historic significance remains or hardship is unproven.
- A delay is common, ranging from 6 months to 180 days, with some jurisdictions leaving that decision to the board. The purpose of the delay is to find alternatives to demolition.
- Several jurisdictions require proof that once the demolition is completed, the site will be redeveloped.
- Some communities task the HPO (staff) with reviewing demolition applications of properties that are not designated but have been surveyed.
- Not very common, but some historic preservation boards maintain a list of potential designations.

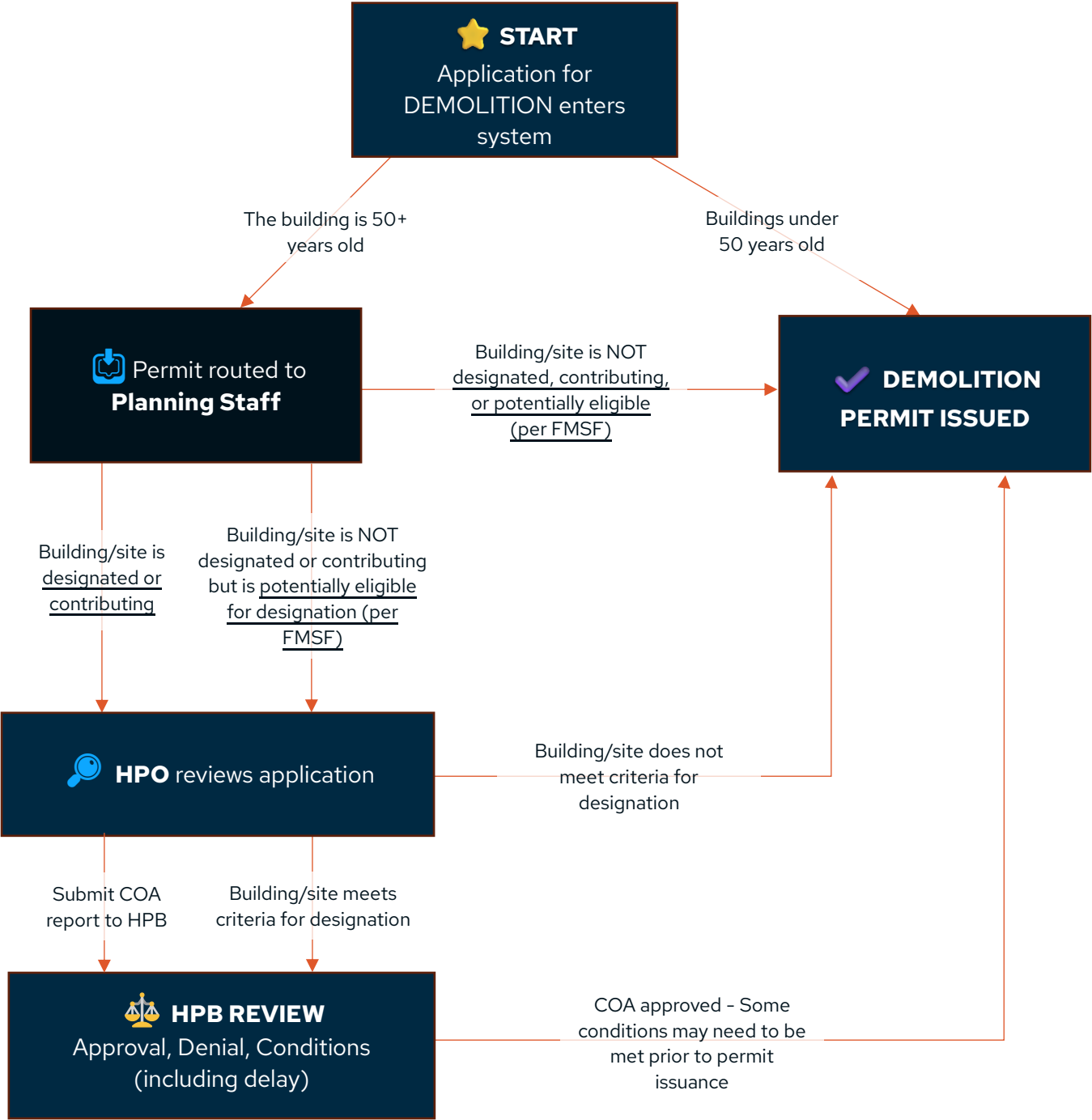
If Titusville decides to move forward with changes in how demolition requests are processed, it is important that those options be clearly spelled out in the code for legal protection and effectiveness.

SUGGESTED CHANGES

The City of Titusville should consider the following actions:

- A. Regularly update the Florida Master Site Files to ensure properties that become 50 years old are evaluated and, if deemed necessary, included in the FMSF.
- B. Based on the eligibility section of the current FMSFs, create a list of properties with potential for historic designation (individually or as part of a district) and proactively encourage owners to apply.
- C. Use both the designated and potential designation lists to guide code enforcement and prevent deterioration of historic resources.
- D. Amend the Land Development Regulations to:
 1. Include a time delay for demolition permits to allow exploration of preservation alternatives.
 2. Ensure the demolition permit is not issued until the applicant has complied with the conditions of the approval, which may include documenting the site, engaging a salvage company, and developing plans for redevelopment of the site.
 3. Require Planning staff review of demolition permits for buildings that are 50 years old or older to determine if they have been surveyed in the past (Florida Master Site File). If the eligibility section notes potential for designation (individually or as part of a district), the application should be referred to the HPO to verify that potential. If the property still maintains the potential for designation, the application should be referred to the HPB for review.
 4. Start enforcing the new statutory provision related to fines for the unlawful demolition of structures listed in the National Register or within a National Register District.

SUGGESTED DEMOLITION PERMIT FLOW CHART



FLORIDA STATUTES – EXCERPTS

553.79 Permits; applications; issuance; inspections.–

(25)(a) A local law, ordinance, or regulation may not prohibit or otherwise restrict the ability of a private property owner to obtain a building permit to demolish his or her single-family residential structure located in a **coastal high-hazard area, moderate flood zone, or special flood hazard area** according to a Flood Insurance Rate Map issued by the Federal Emergency Management Agency for the purpose of participating in the National Flood Insurance Program if the lowest finished floor elevation of such structure is at or below base flood elevation as established by the Florida Building Code or a higher base flood elevation as may be required by local ordinance, whichever is higher, provided that such permit otherwise complies with all applicable Florida Building Code, Florida Fire Prevention Code, and Life Safety Code requirements, or local amendments thereto.

(b) An application for a demolition permit sought under this subsection may only be reviewed administratively for compliance with the Florida Building Code, the Florida Fire Prevention Code, and the Life Safety Code, or local amendments thereto, and any regulations applicable to a similarly situated parcel. Applications may not be subject to any additional local land development regulations or public hearings. A local government may not penalize a private property owner for a demolition that is in compliance with the demolition permit.

(c) If a single-family residential structure is demolished pursuant to a demolition permit, a local government may not impose additional regulatory or building requirements on the new single-family residential structure constructed on the site of the demolished structure which would not otherwise be applicable to a similarly situated vacant parcel.

(d) This subsection **does not apply** to any of the following:

1. A structure designated on the National Register of Historic Places.
2. A privately owned single-family residential structure designated historic by a local, state, or federal governmental agency on or before January 1, 2022.
3. A privately owned single-family residential structure designated historic after January 1, 2022, by a local, state, or federal governmental agency with the consent of its owner.

Section 162.09. Administrative fines; costs of repair; liens.–

(2)(e) For the demolition of a building or structure that is individually listed in the National Register of Historic Places as defined in s. 267.021 or is a contributing resource to a National Register-listed district, a code enforcement board or special magistrate may impose a fine that exceeds the limits of this subsection if the code enforcement board or special magistrate finds, based on competent substantial evidence, that the demolition of the building or structure was knowing and willful and was not permitted or the result of a natural disaster. A fine imposed pursuant to this paragraph may not exceed 20 percent of the fair or just market valuation of the property before demolition of the building or structure, as determined by the property appraiser.

PEER REVIEW

City/County	Scope	Relevant Definitions	Can Deny/Delay Demolition?	Mitigation/Conditions Required
<p>St. Augustine https://library.municode.com/fl/st._augustine/codes/code_of_ordinances?nodeId=PTIICOOR_CH28_ZO_ARTIIADEN_DIV_3HIARREBO_S28-89CRCEOPAPRED_EPADERE</p>	<p>Demolition of historic or regulated structures (see definitions) require review by the HARB to confirm that the demolition will not negatively affect the historic integrity of the city.</p> <p>The Board also reviews demolition requests of primary structures within the historic preservation zoning districts and National Register districts for potential designation as an historic landmarks.</p> <p>The board may deny a request for demolition of a building that meets the definition of exceptional significance, is a contributing property in a National Register Historic District, or a property that is individually listed in the National Register</p> <p>For buildings of exceptional historic significance, the applicant bears the burden of proof. The HARB may require an assessment of the building’s structural soundness and potential for continued use. If the applicant claims undue economic hardship, they must provide detailed financial and property information.</p> <p>The HARB may also recommend local Landmark status for a property proposed for demolition but determined to be of exceptional significance</p>	<p>Exceptional significance means buildings or structures that are National or Local Landmarks, listed individually on the National Register of Historic Places, original Colonial buildings and other buildings and structures that meet the criteria for the National Register of Historic Places or Local Landmarks.</p> <p>Historic structure as defined for demolition and partial demolition purposes is a structure that is 50 years old or older, or in a locally established historic preservation district, or individually listed as historic locally or nationally, or a contributing property in a designated National Register District, or a potentially contributing property surveyed, but not recognized or not in a designated National Register District.</p> <p>Regulated structure is a building or a part of a building that is the subject of a partial demolition and that is not located in the city’s historic preservation districts but meets the following criteria of a historic structure: it is individually listed as historic locally or nationally, or it is a contributing property in a designated National Register District, or it is a designated historic landmark.</p>	<p>Yes, if exceptional significance, detrimental to character, and no undue hardship / Yes, 12 months with possibility for extension up to 24</p>	<p>HARB may require mitigation measures as conditions of approval, including:</p> <ul style="list-style-type: none"> • Salvage and preservation of significant architectural elements for reuse. • Archival recording of the structure before demolition (e.g., photographs, measured drawings). • Incorporation of rehabilitation or replacement plans in the same application to ensure compatible redevelopment.
<p>Miami https://library.municode.com/fl/miami/codes/code_of_ordinances?nodeId=PTIITHCO_CH23HIPR_ARTIHIPR_S23-6.2CEAP</p>	<p>Board review required for demolition within a designated historic site or historic district or for thematically related historic resources within a multiple property designation. The board may deny the request or issue a special certificate of appropriateness with a deferred effective date of up to 6 months. No decision of the board shall result in an unreasonable or undue economic hardship for the owner.</p> <p>No mention of surveyed structures or 50+.</p>	<p>Locally designated historic resource. Any archaeological site or zone; individual building; structure, object, landscape feature, historic district, or multiple property designation that has been approved for designation by the city’s HEPB, as prescribed by the provisions of this chapter, and shown in the historic and environmental preservation atlas.</p>	<p>Yes / Yes (12–18 months)</p>	<p>Specific requirements for new structures on the site of a demolished historic structure. The board has full discretion as to the exact level of demolition and reconstruction is required.</p>
<p>Miami Beach https://codehub.grids.com/us/fl/miami-beach#/9e0e1745-d120-4fe6-8933-4a21c038e54d/e14ad8dc-2654-4d87-b391-697cd35945fc/04c1663e-3565-4292-ac60-b9ca450844d8</p>	<p>The Board may issue or deny certificates of appropriateness for demolition of structures individually designated or located within a historic district The code exempts city-owned buildings and other improvements on city-owned property and public rights-of-way, for which properties the board shall serve as advisor to the city commission.</p> <p>The board may delay demolition for a fixed period of time, not to exceed six months.</p> <p>The historic preservation board, city manager, planning board, city commission, of the property owner may request the HPB to instruct the planning department to prepare a designation report and implement interim procedures for demolition permits.</p>	<p>Historic site means a site which has been designated an historic site or which is designated as a historic site in the historic properties database.</p> <p>Historic properties database means a list maintained by the city containing the names, addresses and relevant historic data regarding structures designated as historic, buildings located in a historic district (contributing or noncontributing). The database may be updated, amended and revised by the HPB.</p> <p>Historically significant property means a building, structure, improvement or site which has not been designated historic and is not located in a historic district, but meets the requirements for historic designation.</p>	<p>Yes / Yes, HPB to establish duration not to exceed 6 months</p>	<p>The board determines, on a case-by-case basis, whether the replication of an original contributing structure is warranted. There is a presumption that a contributing building that is demolished without obtaining a certificate of appropriateness from the board shall be replicated.</p> <p>The board shall have full discretion as to the exact level of demolition and reconstruction required.</p> <p>If the demolition is approved, the applicant is required to have a permit for new construction on the site and to recycle all debris associated with the demolition. The board may also require a marker on the property which provides the historic background of the structure.</p>
<p>Tampa https://library.municode.com/fl/tampa/codes/code_of_ordinances?nodeId=COOR_CH27ZOLADE_ARTIIADGEPR_DIV_4HIDIDERECEAPVAPR_SD2ARRECOO</p>	<p>Tampa has two different boards (Barrio Latino Commission and the Architectural Review Commission). The BLC reviews the demolition of a landmark, a building or structure on a landmark site, or a contributing building or structure located in the Ybor City Historic District. The ARC reviews demolitions of locally designated landmarks, landmark sites, property in a multiple property designation, historic conservation overlay district or historic district.</p> <p>For noncontributing structures located in historic districts, a certificate of appropriateness must be approved by the BLC or ARC administrator.</p>	<p>HPC Workplan. The HPC, on an annual basis or more often if deemed necessary, shall update the list of properties for inclusion in its workplan and submit to the city council for approval at a hearing. The purpose of the workplan is to identify those properties that require further study and investigation of their architectural or historical significance for possible landmark designation.</p> <p>Historic property: A building, site, structure, or object that was constructed or achieved its significance over fifty (50) years</p>	<p>Yes / Not specified</p>	<p>When the BLC approves a demolition, the applicant must allow access to the property and provide, at their own expense, a scaled footprint drawing, exterior photographs, a brief history of the building, and a salvage inventory with a reuse or removal plan and proof of advertised salvage, with all salvage completed before demolition or the site cleared within one week.</p> <p>A finding by Code Enforcement of an irreparable or irreversible violation precludes consideration of a COA for</p>

City/County	Scope	Relevant Definitions	Can Deny/Delay Demolition?	Mitigation/Conditions Required
TLODEHIDI_S27-116APCEAPDEREPR DEHISTADNODEST DEREDERECDEN EPRRE	<p>For properties that are 50 years or older, the HPC administrator reviews the request and determines whether the building is on the National Register, meets the criteria for listing, or is identified as contributing to a local or national district, or is listed on the HPC's workplan. If it meets the criteria, the application is sent to the HPC, which may request the city council to take emergency action. The city council shall determine whether to set a public hearing for local designation. In the event the applicant or property owner denies the city access to the property for the purpose of preparing the required report and analysis, the city council may extend the stay until the applicant or property owner allows such access.</p> <p>If the city council determines that the building meets the criteria for designation, the council shall commence the designation process.</p>	<p>earlier, even if additional structures were added within the past fifty (50) years, so long as the added structures were consistent with and contributed to the overall historic character of the building, site, structure, or object.</p> <p>Landmark: A building, site, structure, or object that has achieved significance as established by the criteria of the National Register of Historic Places, that has been recommended for designation by the HPC and designated by the city.</p>		<p>new construction involving the same land for 2 years. A subsequent structure or building erected on the same land or portion thereof shall be identical in architectural style and materials to the structure or building that was damaged.</p>
<p>Orlando https://library.municode.com/fl/orlando/codes/code_of_ordinances?nodeId=TITIIICO_CH65OFBOPR_PT7HIDIHILA_7BCR_S65.730CRDE</p>	<p>The HPB reviews demolition of Historic Landmarks or structures in an HP Overlay district.</p> <p>Not stated in the code: HP Officer reviews all demolition permits citywide and can recommend mitigation conditions for properties that are not identified as a historic resource or within a historic district. Mitigation can include relocating the structure to just documenting it before demolition. Related to involuntary designations: Unless all owners of the proposed landmark provide express written consent to a designation, a two-thirds vote is required for a designation.</p>	<p>Historic Landmark: Any site, building, or structure of particular historic or aesthetic significance to the City, the state or the nation. Landmarks include sites, buildings or structures where cultural, political, spiritual, economic, social or artistic history of the community, state or nation is reflected or exemplified or which are identified with historic personages or with important events in local, state or national history, or which embody the distinguishing characteristics of an architectural specimen, inherently valuable for a representation of a period, style, or method of construction, or a notable work of construction, or a notable work by a master designer or architect.</p>	<p>Yes / Yes (180 days, may be extended for an additional 180)</p>	<p>Following recommendation of demolition, the applicant is required to obtain a building permit for new development based on standards set forth in the code, prior to receiving a demolition permit, except for demolition of non-contributing and non-landmarked structures within the Downtown Historic District. In those cases, the Historic Preservation Board may impose additional conditions for post-demolition improvements to the site to mitigate impacts from the demolition, including lighting, landscaping, security features, and storage.</p>
<p>Key West https://library.municode.com/FL/KeyWest/CODES/Code_of_Ordinances?nodeId=SPBLADERE_CHT102HIPR_ARTIVCEAP_DIV3DE</p>	<p>The historic architectural review commission shall only issue a certificate of appropriateness for demolition of a historic but non-contributing, non-historic or non-contributing building or structure located in a designated historic zoning district, after conclusion of one regular historic architectural review commission meeting.</p> <p>The historic architectural review commission shall only issue a certificate of appropriateness for demolition of a historic and contributing or contributing building or structure located in a designated historic zoning district, or that is a contributing building or structure that is outside of the historic district except after conclusion of two regular historic architectural review commission meetings regarding the application, which shall be at least 14 days apart.</p> <p>The historic architectural review commission's refusal to grant a certificate of appropriateness requested by a property owner for the purpose of demolition will be supported by a written statement describing the public interest that the historic architectural review commission seeks to preserve.</p>	<p>Historic building means any building or structure which, in whole or in any structural part, was built 50 or more years prior to the current date, and which is located in the historic zoning districts of the city or has been designated as a historic building and/or structure.</p>	<p>Yes / Yes (3 months in non-contributing, 6 months if contributing)</p>	<p>The commission may, with the consent of the property owner, request that the owner, at the owner's expense, salvage and preserve specified items for reuse in the restoration of other historic properties; request that the Historic Florida Keys Foundation or the owner, at the owner's expense, record the architectural details for archival purposes prior to demolition.</p>
<p>Winter Park https://library.municode.com/fl/winter_park/codes/code_of_ordinances?nodeId=PTIICOOR_CH58LADeco_ARTVIIIHIPR_DIV4CERE_S58-479GUESICHDEPRPRWIHIDI</p>	<p>The HPB reviews applications for demolition of designated historic landmarks, historic resources, contributing and noncontributing resources within historic districts, city-owned historic properties and sites, and historic properties for which the city has received a facade or preservation easement.</p> <p>The HPB also reviews requests for demolition of structures identified in the historic survey as potential NRHP candidates. 90-day review period. The purpose of the review is to encourage alternatives to demolition.</p> <p>Staff reviews properties included in the Florida Master Site File and notifies the HPB. 90-day review period.</p>	<p>Designated property (or designated properties) means a property or properties that have been designated as historic landmark(s) or historic resource(s) under division 3 of this article VIII.</p> <p>Historic landmark means buildings, structures, or sites of specific and exceptional historic or aesthetic significance to the city, state or nation. Historic landmarks may be associated with historic personages or events or embody exceptional architecture, or may be the work of a master designer or architect.</p>	<p>Yes / Yes, 12 months for designated; 90 days for surveyed properties.</p>	<p>As part of the review, the HPB may consider If there are plans for reuse of the site.</p>

City/County	Scope	Relevant Definitions	Can Deny/Delay Demolition?	Mitigation/Conditions Required
	A due diligence assessment must be completed and submitted as part of the application. The HPB may require architectural drawings, financial plans or other information regarding any proposed new construction and may approve, approve with conditions, or deny an application. The board may approve the demolition with a deferred date of up to 12 months.	Historic resource means any prehistoric or historic site, building, structure, landscape feature, improvement, or archaeological site that is of historical, architectural or archaeological value.		
Sarasota County https://library.municode.com/fl/sarasota_county/codes/code_of_ordinances?nodeId=PTIICOOR_C_H66HIPR_ARTIVHIR_EDE_S66-117CEAP	Director can designate : "If a Historic Resource identified through the development review process or by a County-authorized survey satisfies the above criteria, the Director shall declare it to be significant by issuing a written notice to the applicant or owner, describing the location of the resource, providing a summary of the basis for the determination and indicating the right to appeal. "	Historic Resource means a building, structure, site, object or other real or personal property over fifty years of age which may possess historic, architectural or archaeological value. Historic Property means a Historic Resource which has been designated and listed on the Sarasota County Register of Historic Places ... and for the purposes of Article V, also means those Historic Resources that have been formally designated and listed on a local municipal register ...	Yes / Yes (1 year)	Appears to apply to designated or districts. Notably, the Director can designate and the property owner has to respond/appeal.
Coral Gables https://codehub.grids.com/us/fl/coral-gables#/c1f4f4d0-bc9b-4ce7-9858-ad5e499b7cbb/f9e089d8-71cf-4c2c-b6fb-aa7cd0e79b24/a0e15b2c-1593-4084-9504-52c3237968c6	The Board reviews requests to demolish structures designated an historic landmark or historic landmark district . Unless otherwise specified, demolitions of non-contributing structures or properties within historical landmark districts are reviewed and approved by the Historic Preservation Board and/or Historical Resources Department. Demolition permits for non-designated structures are approved by the HPO, who may require HPB review if the structure is eligible for designation as a local historic landmark or as a contributing building, structure or property within an existing local historic landmark district. Independent analysis by a consultant may be required to assist in the review of the application. All fees associated with the analysis shall be the responsibility of the applicant. The types of reviews that could be conducted may include property appraisals; archeological assessments; and historic assessments.	Historic landmark means any site, building, structure, landscape feature, improvement, or archaeological site, which property has been designated as an historic landmark pursuant to procedures described in Article 8.	Yes / Yes, to be set by the HPB	The Board may require architectural drawings of any proposed new construction and may require that no building permit be issued for the demolition of said structure until a building permit for the construction of a new building has been issued The Board may require at the owner's expense, salvage and preservation of specified classes of building materials, architectural details and ornaments, fixtures, and the like for reuse in restoration of other historic properties. The Board may also require, at the owner's expense, the recording of the improvement for archival purposes prior to demolition.
St. Petersburg https://library.municode.com/fl/st_petersburg/codes/code_of_ordinances?nodeId=PTIISTPECO_CH16LADERE_S16.30.070HIARPROV	The City shall discourage the demolition of historic resources which are listed or eligible for listing on the NRHP or the local register. No COA for demolition shall be issued by the city until the applicant has demonstrated that there is no reasonable beneficial use of the property or the applicant cannot receive a reasonable return on a commercial or income-producing property. May still approve it if the property no longer contributes or retains significance, or the demolition is necessary to achieve the purposes of a community redevelopment plan or the Comprehensive Plan. The POD shall delay for 30 days the processing of a site plan application that involves the demolition of a property which is potentially eligible for designation as an individual local landmark and which is identified as such in the property records and planning and permitting database. Notices are sent to the commission and interested citizens. The City Council may call a special meeting to review a threat to property that has not yet been designated by the City. The POD may issue a temporary stop work order for a maximum of 15 days or until Council conducts the special meeting or discusses the property at a regular City Council session within that period. The Council may request that a stop work order be issued for up to 120 days to provide time to negotiate with the property owner to remove the threat to the property.		Yes (Council may set a 120-day delay for non-designated properties).	The Commission may condition any demolition approval upon the receipt of plans and building permits for any new structure and submission of evidence of financing in order to ensure that the site does not remain vacant after demolition. The Commission may, at the owner's expense, require the recording of the property for archival purposes prior to demolition.

City of Titusville
"Gateway to Nature and Space"

REPORT

To: Members of the City Council
From: Thomas Abbate, City Manager
Subject: **Purchase of Fire Engine and Associated Tools and Equipment**
Department/Office: Fire and Emergency Services

Recommended Action:

Approve the purchase of a new 2026 Pierce stock engine from Ten-8 Fire Equipment Inc. and associated tools and equipment for a total purchase price not to exceed \$1,300,000.

Summary Explanation & Background:

The Fire Department is requesting approval to utilize Sourcewell Cooperative Purchasing contract #113021-OKC, Firefighting Apparatus and Fire Service Vehicles, effective through February 10, 2026, which was approved on the FY2026 adopted budget, to purchase a 2026 Pierce stock fire engine chassis from Ten-8 Fire Equipment for a cost not to exceed \$1,300,000.

The expected delivery time for this apparatus will be in August of 2026.

It is recommended that City Council approve the purchase of a new 2026 Pierce stock engine from Ten-8 Fire Equipment Inc. and associated tools and equipment for a total purchase price not to exceed \$1,300,000.

Alternatives:

Do not approve the purchase of the new engine and equipment which will negatively affect our fleet readiness capability for emergency response.

Item Budgeted:

Yes

Source/Use of Funds/Budget Book Page:

Source: Install Purchase Proceeds 001-0000-338.10-10
\$1,300,000

Use: Capital Vehicle/Equipment 001-5555-513.64-20 Project# Z02606
\$1,300,000

Strategic Plan:

No. 2 – Efficient and Effective Services

Strategic Plan Impact:

Purchasing this new engine meets City Strategic Plan #2 by ensuring the fire department and equipment is reliable, safe and efficient for effective emergency response to the citizens of Titusville.

ATTACHMENTS:

1. Proposal



Equipment Proposal

Proposal # 1234

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: December 11, 2025 ("Proposal Date") **Customer:** City of Titusville Fire Department ("Customer")

Customer Address: 550 South Washington Avenue, Titusville, Florida 32796

Qty	Product Description & Options	Price
1	<p>(1) Pierce Enforcer Pumper based on Sourcewell Contract #113021-OKC</p> <p>City of Titusville Sourcewell Member Number: 20539. Titusville Fire Department Sourcewell Member Number: 19448.</p> <p>* This is for the purchase of a Pierce Stock Pumper based on the availability of a of a customer approved configuration not to exceed \$1,300,000.00.</p>	\$1,300,000.00
<p align="right">Total:</p> <p>** Pricing is subject to change as follows:</p> <p>(a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer ("OEM"). The OEM will notify Company of its final price, and Company will notify Customer of the final price.</p> <p>(b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order ("Order Month") and a month 14 months prior to the then predicted "ready for pick up" date ("Evaluation Month"), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer's approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.</p>		\$1,300,000.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 8 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: JA

Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposal.

Order continues on immediately following page.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: _____

By: Thomas Abbate
Title: CITY MANAGER
Print: THOMAS ABBATE
Date: 17 DEC 25

Ten-8 Fire & Safety, LLC

By: Anthony Autorino
Title: Authorized Sales Representative
Print: **Anthony Autorino**
Date: **December 11, 2025**

EXHIBIT A
PROPOSAL OPTION LIST



Option List

12/10/2025

Customer:	Pierce Field Unit (original)	Bid Number:	2933
Representative:	Sturm, Andrew	Job Number:	44822
Organization:	Pierce Manufacturing Inc	Number of Units:	1
Requirements Manager:	Sturm, Andrew	Bid Date:	06/10/2025
Description:	Enforcer PUC 189" Low Hosebed/Hatch Compt's w/foam	Stock Number:	44822
Body:	Pumper, PUC, Aluminum	Price Level:	54 (Current: 54)
Chassis:	Enforcer Chassis, PUC-NG	Lane:	Lane 1

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0833225	SP	STK 189" PUC	1
7	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel	1
			Fill in Blank - for engineering purpose's only, similar to job 44571	
8	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
9	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
10	0588611		Vehicle Certification, Pumper	1
11	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
12	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
13	0537375		Unit of Measure, US Gallons	1
14	0030006		Bid Bond Not Requested	1
15	0816569		Performance Bond, Not Requested, PPI Terms	1
16	0000007		Approval Drawing	1
17	0002928		Electrical Diagrams	1
18	0889378		Enforcer Chassis, PUC-NG	1
19	0000110		Wheelbase	1
			Wheelbase - 194.00"	
20	0000070		GVW Rating	1
			GVW rating - 46500	
21	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
22	0020018		Frame Liner Not Req'd	1
23	0630705		Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Enforcer	1
24	0030264		Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Enf/SFR	1
25	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/Enf	1
26	0000322		Oil Seals, Front Axle	1
27	0078244		Tires, Front, Michelin, XZY3 (wb), 425/65R22.50, 20 ply	1
28	0052887		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Dura-Bright, Hub Pilot	1
29	0530460		Axle, Rear, Meritor RS26-185, 27,000 lb, Saber/Enforcer	1
30	0544250		Top Speed of Vehicle, 65 MPH /104 KPH	1
31	0565380		Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1
32	0000485		Oil Seals, Rear Axle	1
33	0070728		Tires, Rear, Michelin, XDN2, 12R22.50, 16 ply, Single	1
34	0654746		Wheels, Rear, Alcoa-Accuride, 22.50" x 8.25", Alum-Stl, Dura-Bright, Hub Pt, Single	1
35	0568081		Tire Balancing, Counteract Beads	1
36	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
37	0801909		Lug Nut, Covers, Chrome	1
38	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
39	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
40	0002045		Mud Flap, Front and Rear, Pierce Logo	1
41	0544802		Chocks, Wheel, SAC-44-E, Folding, (Up to 44" Diameter Tires)	1
			Qty, Pair - 01	
42	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Tire, Forward and Rearward	
43	0820509		ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900/ULC	1
44	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1

Line	Option	Type	Option Description	Qty
45	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1
46	0735527		Air Compressor, Brake, Wabco 26.8 CI, Paccar	1
47	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
			Paint Color, Air Tanks - Frame color	
48	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
49	0000790		Brake Lines, Nylon	1
50	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - DS Step Well, Forward	
			Qty, Air Coupling (s) - 1	
51	0811018	SP	Engine, Paccar MX13, 510HP, 1850 lb-ftW/OBD, EPA 2024, SFR/Enforcer, BMP/HDR/STK	1
52	0811409		Not Required, Engine Contingency Adjustment	1
53	0001244		High Idle w/Electronic Engine, Custom	1
54	0735687		Engine Brake, Fully Integrated, Paccar MX13 Engine	1
			Switch, Engine Brake - Paccar	
55	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
56	0644573		Air Intake, Water & Ember Screen, Saber FR/Enforcer	1
57	0814375		Exhaust System, Horizontal, Right Side	1
			Exhaust, Diffuser - Aluminized Steel (Standard)	
			Exhaust, Material/Finish - Aluminized Steel (Standard)	
			Location, Diffuser Termination - 2.00" Past Rub Rail (Standard)	
			Tip, Exhaust - Straight Tip (Standard)	
58	0788765		Radiator, Saber FR/Enforcer	1
59	0001090		Cooling Hoses, Rubber	1
60	0770792		Fuel Tank, 65 Gallon, Left Side Fill, Common Air Bottle Door	1
61	0001129		Lines, Fuel	1
62	0889521		DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Lift Up Fill Dr, Spring, ENF	1
			Door, Material & Finish, DEF Tank - Painted	
63	0552793		Not Required, Fuel Priming Pump	1
64	0552712		Not Required, Shutoff Valve, Fuel Line	1
65	0699437		Cooler, Chassis Fuel, Not Req'd.	1
66	0011125		Door, Fuel Fill Painted Job Color	1
			Qty, - 01	
67	0690880		No Selection Required From This Category	1
68	0887546		Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
69	0625331		Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
70	0517604		Transmission Programming, Park to Neutral, PUC	1
71	0684459		Transmission Oil Cooler, Modine, External	1
72	0001375		Driveline, Spicer 1810	1
73	0734211		Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar	1
74	0802950		Steering Wheel, 4 Spoke w/Wiper Control, Saber FR/Enforcer	1
75	0559647		Pierce Logo on Horn Button	1
76	0606441		Bumper, 19" Extended, Steel Painted, Saber FR/Enforcer	1
77	0640197		Tray, Hose, Center, 19" Bumper, Outside Air Horns	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 19) 100' of 1.75"	
78	0630813		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray	1
			Stay arm, Tray Cover - b) Pneumatic Stay Arm	
79	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
80	0002270		Tow Hooks, Chrome	1
81	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	1
82	0625646		Cab, Enforcer, 7010, PUC	1
83	0747442		Engine Tunnel, X12, MX13, Spray Insulation, Enforcer	1
84	0887601		Cab Insulation, Enforcer/Saber FR	1
85	0610508		Rear Wall, Interior, Adjustable Seating, Not Available	1
86	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
87	0639727		Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	1
88	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
89	0647989		Trim, S/S Band, Across Cab Face, Arrow XT/Saber/Enforcer	1
			Material Trim/Scuffplate - e) S/S, Patterned	
90	0087357		Molding, Chrome on Side of Cab	1

Line	Option	Type	Option Description	Qty
91	0772130		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex, Marker Light	1
92	0648170		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
93	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
94	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
95	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
96	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
97	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
			Color, Trim - Chrome Housing	
98	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
99	0627907		Window, Side of C/C, Fixed, w/Cabinet, SFR/Enf	1
100	0012090		Not Required, Windows, Front/Side of raised roof	1
101	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
102	0786278		Window Tint, Crew Cab Door, Right Side, Medium Gray	1
103	0786285		Window Tint, Upper Crew Cab Door, Right Side, Medium Gray	1
104	0786295		Window Tint, Behind Cab Door, Left Side, Medium Gray	1
105	0786283		Window Tint, Behind Cab Door, Right Side, Medium Gray	1
106	0786289		Window Tint, Crew Cab Door, Left Side, Medium Gray	1
107	0786293		Window Tint, Upper Crew Cab Door, Left Side, Medium Gray	1
108	0894089		Dash, Heavy Duty Metal, Enforcer	1
			Material Finish, Metal Dash - Fire Smoke Gray	
109	0634206		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - .50"	
			Material Finish, Cab Interior - Painted	
110	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Engine Tunnel Cover - Dark Silver Gray Endure Vinyl	
			Cab Interior Rear Wall Material - Painted Aluminum	
111	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - i) fire smoke gray	
112	0888673		Floor, Rubber Padded, Cab & Crew Cab, Blister, Enforcer PUC-NG	1
113	0817805		HVAC, Heavy-Duty, Enforcer, Paccar, CARE	1
			Paint Color, A/C Condenser - Painted to Match Cab Roof	
			HVAC System, Filter Access - Tool Free Panel	
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #12	
			Plenum Cover Material - Metal, Painted	
114	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf	1
			Sun Visor Retention - Thumb Latch	
115	0622887		Grab Handles, Driver Door Post, Officer Door Post Low, SFR/Enf	1
116	0693439		Lights, Engine Comp, Custom, Auto Sw, w/Fld Chk Dr Wln 3SC0CDGR, 3" LED Trim	1
			Qty, - 01	
117	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
118	0583039		Not Required, Side Roll and Frontal Impact Protection	1
119	0622618		Seating Capacity, 5 Belted Seats	1
120	0636957		Seat, Driver, Pierce PSV, Air Ride, High Back, PRIMARY, SFR/Enf	1
121	0632925		Seat, Officer, Pierce PSV, Air Ride, SCBA, PRIMARY, SFR/Enf	1
122	0002517		Not Required, Radio Compartment	1
123	0769412		Cabinet, Rear Facing, LS, 23 W x 43 H x 26.75 D, Roll, SFR/Enf	1
			Light, Short Cabinet - Pierce, Interior, Right Side and Pierce, Interior, Left Side	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Locking #751	
			Louvers, Cabinet - 0-No Louvers	
124	0102783		Not Required, Seat, Rr Facing C/C, Center	1
125	0767387		Cabinet, Rear Facing, RS, 22 W x 34 H x 26.75 D, Roll, SFR/Enf	1
			Light, Short Cabinet - Pierce, Interior, Left Side	
			Material Finish, Shelf - Painted - Cab Interior	

Line	Option	Type	Option Description	Qty
125			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Locking #751 Louvers, Cabinet - Louvers, Back	
126	0632947		Seat, Fwd Fcng C/C, LS Otbrd, Pierce PSV, SCBA, Foldup, SECONDARY, SFR/Enf	1
127	0632657		Seat, Fwd Fcng C/C, Ctr, (1) Pierce PSV, SCBA, SECONDARY, SFR/Enf	1
128	0632874		Seat, Fwd Fcng C/C, RS Otbrd, Pierce PSV, SCBA, Foldup, SECONDARY, SFR/Enf	1
129	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Qty, - 05	5
130	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 04	4
131	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer Seat Belt Color - Red	1
132	0817557		Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1
133	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Grey Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
134	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
135	0816997		Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	1
136	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX Emergency Switching - Individual Switches	1
137	0509511		Air Restriction Indicator, Imp/Vel, AXT, Enf MUX	1
138	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
139	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
140	0611683		Switching, Cab Instrument Lower Console & Overhead, Membrane, Enforcer WiFi MUX	1
141	0802946		Wiper Control, 2-Speed w/Intermittent, Steering Wheel, Left Pod, SFR/Enf	1
142	0834413		USB, Cab, 4, 12V DC, Dual USB Termination, Batt Dir. NFPA1900/ULC USB, Type - USB Combo A & C	1
143	0820894		Wiring, Spare, 15 A 12V DC, Batt Dir, 1st NFPA1900/ULC Location, Wiring - Behind Officer Seat 12vdc power from - Battery direct Wire termination - 10-Place Bus Bar w/Cover	1
144	0814201		Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714 System Of Measurement - US Customary	1
145	0816633		Collision Mitigation, HAAS Alert (R2V), HA7 Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	1
146	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
147	0817058		Camera, Pierce, LS Mux, R Camera, SD, CL714 Camera System Audio - Not Provided	1
148	0814831		Not Required, Camera Switcher	1
149	0674566		Location, Rear Vision Camera Location - centered under traffic directing light.	1
150	0890416		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT Color, Antenna - White Antenna Module Housings - See Through Housings with LED Cuircuit Indicators	1
151	0896456		Prognostics, Electrical System	1
152	0624253		Electrical System, Enforcer MUX	1
153	0079211		Batteries, (6) Stryten/Exide Grp 31, 950 CCA each, Threaded Stud	1
154	0008621		Battery System, Single Start, All Custom Chassis	1
155	0002698		Battery Compartment, Saber/Enforcer	1
156	0812586		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	1
157	0814869		Location, Cab, Charger, Behind Driver Seat	1
158	0813791		Panel, Charger Display, Kussmaul, 091-94-12, Batt Dir	1
159	0814939		Location, Cab, Ind/Remote, Driver's Seat Riser	1
160	0811952		Not Required, Indicator/Remote Status	1
161	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01	1

Line	Option	Type	Option Description	Qty
161			Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger	
162	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
163	0647728		Alternator, 430 amp, Delco Remy 55SI	1
164	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
165	0783157		Headlights, Rect LED, JW Spkr Evo 2, Heat, AXT/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
166	0625953		Light, Directional, WIn 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf/Sab	1
			Color, Lens, LED's - c)clear	
167	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
168	0648048		Lights, Clearance/Marker/ID, Front, WIn 0SA00MCR LED 7 Lts	1
169	0625210		Lights, Directional, Cab Front Side, Truck-Lite 19036Y LED, AXT/Enf	1
170	0591889		Lights, Clearance/Marker/ID, Rear, WIn 0SR00MCR LED 7Lts	1
171	0804514		Lights, Tail, WIn M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	1
			Color, Lens, LED's - Match	
			Flash Pattern, Directional Lts - Steady On (Arrow)	
172	0806466		Lights, Backup, WIn M62BU, LED, For Tail Lt Housing	1
173	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt	1
			Color, Trim - Chrome Housing	
174	0556842		Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	1
175	0589905		Alarm, Back-up Warning, PRECO 1040	1
176	0525907		Light, Marker, WIn 0S Series LED Marker Lights, Pair	3
			Location - (4) centered at the rear of the tailboard (1) on the LS 45 corner and (1) on the RS 45 degree corner	
			Qty, Lights, Pair - 3	
177	0626588		Lights, Perimeter Cab, TecNiq T10-LC00-1 15" LED 4Dr	1
178	0617901		Lights, Perimeter Pump House, TecNiq T10-LC00-1 15" LED 2lts	1
179	0626579		Lights, Perimeter Body, TecNiq T10-LC00-1 15" LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
180	0896454		Enhanced Software for Perimeter Lts	1
181	0557322		Lights, Step, P25 at Rear Tailboard, PUC, 4lts Perm Lts	1
182	0748973		Light, Roof Mt, WIn S72M**, 72" Cnt Feature, Mkr Lts Not Activated	1
			Color, WIn Lt Housing - White Paint	
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			LED Module Type - 4 White Spot	
183	0768059		Lights, WIn, PCPSM2* Pioneer, 12 VDC, 2nd	1
			Location - ahead of passenger side crew cab door	
			Qty, - 01	
			Color, WIn Lt Housing - Chrome Cover	
			Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
184	0768061		Lights, WIn, PCPSM2* Pioneer, 12 VDC, 1st	1
			Location - ahead of driver side crew cab door	
			Qty, - 01	
			Color, WIn Lt Housing - Chrome Cover	
			Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
185	0763608		Lights, WIn, PCPSM2*, Pioneer, 12 VDC, 2nd	1
			Location - (1) centered above RS1	
			Qty, - 01	
			Color, WIn Lt Housing - Chrome Cover	
			Control, Scene Lts - PS Scene Lts	
186	0763610		Lights, WIn, PCPSM2*, Pioneer, 12 VDC, 1st	1
			Location - (1) centered above LS1	
			Qty, - 01	
			Color, WIn Lt Housing - Chrome Cover	
			Control, Scene Lts - DS Scene Lts	
187	0766906		Lights, WIn, PCPSM1*, Pioneer, 12 VDC, 1st	2
			Location - rear body bulkhead, inboard of the tail light assembly, one each side of truck.	
			Qty, - 02	
			Color, WIn Lt Housing - Chrome Cover	
			Control, Scene Lts - Cab Sw Panel DS and Body Switch, DS Rear Bulkhead	

Line	Option	Type	Option Description	Qty
188	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips	1
			Control, Hose Bed Lts - With Rear Scene Lts	
189	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
190	0768376		Lights, Walk Surf, FRP Flood, LED, Qty, Loc Fet	2
			Location - in tank dome fill area above water tank, and cargo compartment.	
			Qty, Surface Lights - 2	
191	0518282		Pumper, PUC, Aluminum	1
192	0554271		Body Skirt Height, 20"	1
193	0682617		Tank, Water, 750 Gallon, Poly, 67 LHB, PUC	1
194	0003405		Overflow, 4.00" Water Tank, Poly	1
195	0028104		Foam Cell Required	1
196	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
197	0003429		Not Required, Direct Tank Fill	1
198	0003424		Not Required, Dump Valve	1
199	0048710		Not Required, Jet Assist	1
200	0030007		Not Required, Dump Valve Chute	1
201	0514778		Not Required, Switch, Tank Dump Master	1
202	0597043		Body Height, PUC/HDRP	1
			Body Height - 92.00"	
203	0683290		Hose Bed, Aluminum, Pumper, PUC, 67 LHB	1
204	0723340		Unpainted/Brush Finished, Hose Bed, 3G PUC/HDRP	1
205	0003481		Hose Bed Capacity, Special	1
			Capacity, Hose Bed - 1000' of 5" 600' of 2.5" hose	
206	0003488		Divider, Hose Bed, Unpainted	1
			Qty, Hose Bed Dividers - 1	
207	0806306		Straps, Top of Hose Bed	1
208	0807424		Hose Restraint, Hose Bed, Web, Rear, Separate From Top	1
			Fastener, Rear Restraint, Top - Velcro Straps/Footman Loops	
			Fastener, Rear Restraint, Bottom - Velcro Straps/Footman Loops	
209	0823921		Stabilizer, Hose Bed Divider, Tied to Mounting Above	1
			Qty, - 01	
			Hose Bed Divider Type - Extruded Divider(s)	
			Hose Bed Divider Reinforcement Mounting - Crosstube/Hose Bed Cover w/Track	
210	0648736		Crosstube, Reinforcement, Above Hose Bed	1
			Location - flush with the back	
			Material/Finish, Cross Tube - Painted Match Lower	
211	0611509		Running Boards, Flip Out, PUC	1
212	0676723		Tailboard, 16" Deep, Full Width, Angled Corners, PUC/HDRP	1
213	0690029		Wall, Rear, Body Material, PUC/HDRP	1
214	0003531		Tow Bar, Under Tailboard	1
215	0656764		Construction, Compt, Alum, Pumper, PUC	1
216	0503804		LS 189" Rollup, Full Height/Depth Compts, PUC	1
			Width, PUC Pump Operators Panel Partition - 2.5"	
217	0503803		RS 189" Rollup, Full Height/Depth Compts, PUC	1
218	0594005		Doors, Rollup, Amdor, Side Compartments	6
			Qty, Door Accessory - 06	
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
219	0599445		Rear, Rollup, 33.50" F-F, Tailboard, PUC/HDRP	1
220	0593958		Door, Amdor, Rollup, Rear Compartment, PUC	1
			Color, Roll-up Door - AMDOR Satin Aluminum	
			Latch, Roll-up Door - Non-Locking Liftbar	
221	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
			Qty, - 07	
			Location, Compartment Lights - All Body Compts	
222	0515679		189" Hatch, (2) Lift-up, 21" Wide, Both Sides, PUC/HDRP	1
			Size, Hatch Compt, Height - 22.00"	
			Trim, Body/Hatch Compt Seam, Horizontal, Pair - Painted Formed - Match Upper	
			Trim, Body/Hatch Compt Seam, Vertical, Pair, PUC - Painted Smooth Weld	

Line	Option	Type	Option Description	Qty
222			Matting, Floor, Hatch Compt - Dri-Deck - Black	
223	0733406		Handrails, Hatch Step Area, (1) Curved & (1) Straight	1
224	0688124		Lights, Hatch Compt, LED Strip Light, 189", Both Sides	1
225	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
226	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	4
			Qty, Shelf - 04	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - LS1-Transition Point, RS1-Centered, RS3-Upper Third and LS3-Transition Point	
227	0647044		Tray, Floor Mounted, Slide-Out, w/ Side Slides, FW/FD, 500lb, 2.00" Sides, 3G	2
			Qty, - 02	
			Location - RS1 and LS1	
			Material - paint to match compt interior	
228	0544614		Toolboard, Swing-out, Alum, .188", Peg Board, 3G	2
			Qty - 2	
			Location, Pivot - Front	
			Mounting, Toolboard - Adjustable Frt-back	
			Hole Diameter, Pegboard/Toolboard - .281" diameter	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	
			Location, Toolboard - LS2 - Full Height/Width and RS2 - Full Height/Width	
229	0726412		Partition, Trans Rear Compt, PUC/HDRP	2
			Qty, Partition - 02	
			Location, Partition - c) both sides	
			Material Finish, Partition - Painted - Spatter Gray	
230	0063064		Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
231	0515441		Fender Crowns, Rear, S/S, w/Removable Fender Liner, Pumper, 3G	1
			Material Finish, Fender Liner - Brushed Stainless	
232	0519849		Not Required, Hose, Hard Suction	1
233	0527021		Handrails Located @ Front Body	1
234	0664688		Handrails, Rear, PUC/HDRP	1
235	0011212		Handrail, Not Required, Rear Hose Bed, Pumper	1
236	0648325		Compt, Air Bottle, Double, Tri Door, Fender Panel	1
			Qty, Air Bottle Comp - 1	
			Door Finish, Fender Compt - Painted	
			Location, Fender Compt - Double - LS Rear - Fuel Combo	
			Latch, Air Bottle Compt - Southco C2 Black Raised	
			Insert, Air Bottle Compt - Rubber Matting	
237	0657522		Compt, Air Bottle, Triple, Fender Panel	3
			Qty, Air Bottle Comp - 3	
			Door Finish, Fender Compt - Painted	
			Location, Fender Compt - Triple - LS Fwd, Triple - RS Fwd and Triple - RS Rear	
			Latch, Air Bottle Compt - Southco C2 Black Raised	
			Insert, Air Bottle Compt - Rubber Matting	
238	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
239	0004230		Ladder, 14' Duo-Safety 775A Roof	1
240	0638382		Rack, Ladders, LS Full Depth Body, PUC/HDRP	1
			Door, Material & Finish, Ladder Storage - smooth aluminum	
			Latch, Door Ladder Storage - D-Handle latch	
241	0733387		Ladder, 10' Duo-Safety Folding 585A	1
242	0732963		Trough, Folding Ladder, Long Tool Storage Compt In Upper Body	1
			Location, Left Side, Right Side - Left Side	
243	0816920		Pike Pole, Provided by Fire Department, NFPA/ULC 2024	1
			Qty, - 01	
			Pike Pole Make/Model - Fire Hooks Unlimited New York Roof Hook, RH-8	
244	0732982		Tube, Pike Pole 8' or Longer, In Upper Body Long Tool Storage Compt	1
			Qty, Pike Poles - 1	
			Location, Left Side, Right Side - Left Side	
			Material/Finish, Tube, Pike Pole - Aluminum	
			Width, Notch, Pike Pole Tube - 1.38", NY Notch	
245	0816918		Pike Pole, 6', Provided by Fire Department, NFPA/ULC 2024	1
			Qty, - 01	
			Pike Pole Make/Model - Fire Hooks Unlimited 6' New Yorker Pike Pole	

Line	Option	Type	Option Description	Qty
246	0732992		Tube, Pike Pole 6', In Upper Body Long Tool Storage Compt	1
			Qty, Pike Poles - 1	
			Location, Left Side, Right Side - Left Side	
			Material/Finish, Tube, Pike Pole - Aluminum	
			Width, Notch, Pike Pole Tube - 1.38", NY Notch	
247	0740068		Compt, Long Tool Storage Compt, In Upper Body (1) LS, PUC/HDRP	1
			Door, Material & Finish, Storage - Smooth Aluminum	
			Latch, Door, Storage - Lift and Turn Latch, Flush	
			Hinge Location - Outboard	
248	0521734		No Steps Required, Front Of Body, PUC	1
249	0794171		Ladder, Top Access, Alum, Rear, PUC/HDRP, Opposite Ladder Storage	1
			Do Not Move Truck Indicator - DNMT indicator	
250	0515692		Pump Operators Panel, 31", Control Zone, PUC	1
251	0520016		Not Required, Pumphouse Structure, PUC	1
252	0889383		Pump, Pierce, 2000 GPM, Single Stage, PUC-NG	1
253	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
254	0889382		Gear Case, Integrated Pump Transmission, PUC-NG, Paccar	1
255	0804185		Pumping Mode, Pump and Roll/Stationary, Basic, MUX, PUC, Pump PSI in CZ	1
			Display	
256	0515829		Pump Shift, Sure-Shift	1
257	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
258	0515835		Auxiliary Cooling System, PUC	1
259	0014486		Not Required, Transfer Valve, Single Stage Pump	1
260	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
261	0724463		Controller, Pressure, Pierce LCD, PUC	1
			Pressure Governor Throttle Control - Clockwise	
			Pressure Governor Default Mode - RPM Setting	
262	0072153		Primer, Trident, Air Prime, Air Operated	1
263	0780359		Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
264	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
265	0795135		Plumbing, Stainless Steel, w/Foam System	1
266	0517852		Inlets, 6.00" - 1250-2000 GPM, Pierce PUC Pump	1
267	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
268	0084610		Valves, Akron 8000 series- All	1
269	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	2
			Qty, Inlets - 2	
270	0004700		Control, Inlet, at Valve	1
271	0004660		Inlet (1), Left Side, 2.50"	1
272	0029147		Not Required, Inlet, Right Side	1
273	0092569		No Rear Inlet (Large Dia) Requested	1
274	0064116		No Rear Inlet Actuation Required	1
275	0092696		Not Required, Cap, Rear Inlet	1
276	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
277	0092568		No Rear Auxiliary Inlet Requested	1
278	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
279	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
280	0595508		Outlet, Tank Fill, 1.50", PUC	1
281	0766941		Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
282	0516755		Outlet, Left Side, 2.50" (2), PUC	1
283	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
284	0092570		Not Required, Outlets, Left Side Additional	1
285	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
286	0766761		Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1
			Qty, Discharges - 01	
287	0021134		Not Required, Elbow, Right Side Outlets, 2.50"	1
288	0092571		Not Required, Outlets, Right Side Additional	1
289	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
290	0818640		Outlet, Large Diameter, Right Side, Akron Valve, PUC	1
			Outlet, Large Diameter, Plumbing - 4.00"	

Line	Option	Type	Option Description	Qty
290			Outlet, Large Diameter, NST Adapter - 4.00" MNST	
			Outlet, Large Diameter, Valve Actuation - PUC Akron 9335 w/PSI	
291	0527969		Cap, Large Dia Outlet, 4.00", IPO Elbow	1
292	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - in center bumper tray	
293	0092575		Not Required, Outlet, Rear	1
294	0045099		Not Required, Elbow, Rear Outlets	1
295	0537394		Not Required, Outlet, Rear, Additional, PUC	1
296	0537395		Not Required, Elbow, Rear Outlets, Additional	1
297	0752078		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, S/S Cable	1
298	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
299	0516860		Outlet, 3.00" Deluge w/2.50" Valve, PUC	1
300	0770359		No Monitor Requested, Customer/Dealer Furnished and Installed	1
			Fill in Blank - No monitor required or requested	
301	0029304		No Nozzle Req'd	1
302	0005070		Deluge Mount, NPT	1
303	0750982		Crosslay Module, Full Width, Roll Up Doors, PUC	1
304	0750897		Doors, Crosslay, Roll-up Amdor, Each End, Full Height, PUC	1
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
			Drip Pan - Drip Pan (Standard)	
305	0747660		Lights, Crosslay Compt, Forward LED, 2Lts	1
306	0750916		Crosslays, (2) 1.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 1.75" double jacket hose	
307	0750900		Crosslay, (1) 2.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 2.50" double jacket hose	
308	0749401		Mounting, Backboard, Upper Crosslay Module, Strap, PUC	1
			Size, Backboard - 4" X 18" X 72"	
			Qty - 1	
309	0661221		Tray(s), Poly, Special Size, IPOS	3
			Location - 1.75" crosslays at 7.5" wide and the 2.5" crosslay at 10" wide	
			Qty, - 03	
			Size - 7.5 and 10	
310	0676021		Foam Sys, Husky 3, Single Agent, PUC, Multi Select Feature	1
			Discharge, Foam Locations - Crosslay Lower Rear, Crosslay Lower	
			Front, Crosslay Upper Rear and Front Bumper Center	
311	0012126		Not Required, CAF Compressor	1
312	0592527		Refill, Foam Tank, Integral, Husky 3	1
313	0031896		Demonstration, Foam System, Dealer Provided	1
314	0535798		Foam Cell, 20 Gallon, Reduce Water, PUC	1
			Type of Foam - Class "A"	
315	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1
316	0091079		Not Required, Foam Tank #2	1
317	0091112		Not Required, Foam Tank #2 Drain	1
318	0738072		Approval Dwg, Pump Panel(s), Not Required	1
319	0032479		Pump Panel Configuration, Control Zone	1
320	0831515		Material/Finish, Pump Panels, PUC	1
			Material/Finish, Pump Panels, Operator Panels, PUC - Brushed Stainless	
			Steel	
			Material/Finish, Pump Panels, Side Panels, PUC - Brushed Stainless	
			Steel	
321	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
322	0618458		Light, Pump Compt, Wln 3SC0CDLR LED White, PUC	1
			Qty, - 01	
323	0516983		Gauges, Engine, Included With Pressure Controller, PUC	1
324	0005601		Throttle, Engine, Incl'd w/Press Controller	1
325	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1
326	0549333		Indicators, Engine, Included with Pressure Controller	1
327	0553643		Control, Air Horn at Pmp Pnl, Red Switch, Momentary	1
328	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
329	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1

Line	Option	Type	Option Description	Qty
330	0517009		Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC	1
			Activation, Water Level G - pg) pump in gear	
331	0604028		Water Level Gauge, FRC, MaxVision WLA280-A00 Programmable Remote Display	2
			Location - each side of the crew cab	
			Qty, - 02	
			Activation, Water Level G - pg) pump in gear	
332	0517012		Gauge, Foam Level, Pierce, PUC, PP and Mini in Cab	1
			Activation, Foam Level Gauge - pump in gear	
333	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr Cvr	1
334	0606694		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	1
335	0606834		Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1
336	0016065		Control, Air Horn, Horn Ring, PS Chrome Push Button	1
337	0534828		Siren, WIn 295SL101, 100 or 200W Removable Mic	1
338	0790527		Location, Electronic Siren, Center Dash Switch Panel, Saber FR, Enf	1
			Location, Electronic Siren - Switch Panel # 13	
339	0076156		Control, Elec Siren, Head Only	1
340	0601306		Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
341	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
342	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
343	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
344	0748305		Control, Mech Siren, Multi Select	1
345	0748282		Control Mech Siren, Ft Sw LS	1
346	0748281		Control Mech Siren, Ft Sw RS	1
347	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
348	0734625		Control, Warning Lt Intensity, WIn, Photocell, Prk Brk	1
349	0740422		Lightbar, WIn, Freedom IV-Q, 72", RRWRRR____RRRWRR, Lw Int	1
			Filter, Whl Freedom Ltbrs - No Filters	
350	0016380		No Additional Lights Req'd, Side Zone Upper	1
351	0746435		Lights, Front Zone, WIn M6** LED, 4lts Q Bezel, Lw Int	1
			Color, Lens, LED's - c)clear	
			Color, Lt DS Frnt Outside - DS Front Outside Red	
			Color, Lt PS Frnt Outside - PS Front Outside Red	
			Color, Lt DS Front Inside - r) DS Front Inside Red	
			Color, Lt PS Front Inside - r) PS Front Inside Red	
352	0558676		Daytime Running Lights, Headlights, Vel/Imp, Enf/AXT-MUX, (Low Beam)	1
353	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
354	0806203	SP	Lights, Side Zone Lower, WIn M6*C LED, Clear Lens, 3pr, Lw Int	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Front - Red	
			Color, Lt Side Middle - Red	
			Color, Lt Side Rear - Red	
			Location, Lights Mid Side - Over Front Wheels	
			Location, Lights Rear Side - Over Rear Wheels	
355	0746425		Lights, Rear Zn Lwr, WIn M6**, For Tail Lt Housing, Lw Int	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
356	0829424	SP	Lights, Rear/Side Up Zone, WIn M9R* Side (4), M9** Rear (4), 8lts Lw Int	1
			Color, Lens, LED's - Clear	
			Color, Lt, Rear Upper DS - Red	
			Color, Lt, Rear Upper PS - Red	
			Color, Lt, Rear Lower DS - Red	
			Color, Lt, Rear Lower PS - Red	
			Color, Trim - Chrome Trim	
357	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
358	0590000		No Hose Bed Warn Lts Brkts Required, Lts On Hatch/Body Compts,PUC	1
359	0762435		Light, Traffic Directing, WIn TAL85, 46.87" Long LED, Lens Feature	1
			Activation, Traffic Dir L - Not Connected	

Line	Option	Type	Option Description	Qty
359			Color, Lens, LED's - c)clear	
360	0806661		Location, TDL, Over Hose Bed, On Cross Tube (Not Included)	1
361	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
362	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	2
			Qty, - 02	
			Location 1 - Back wall of each EMS compartment.	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior Red Plastic Wall Plates(s)	
363	0519934		Not Required, Brand, Hydraulic Tool System	1
364	0649753		Not Required, PTO Driven Hydraulic Tool System	1
365	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
366	0816508		NFPA Required Loose Equipment, Pumper, NFPA/ULC 2024, Provided by Fire Dept	1
367	0519913		Not Required, Soft Suction Hose	1
368	0027023		No Strainer Required	1
369	0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
370	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	1
371	0816998		Axe, Flathead, Provided by Fire Department	1
372	0817000		Axe, Pickhead, Provided by Fire Department	1
373	0741569		Paint Process / Environmental Requirements, Appleton	1
374	0709566		Paint, Two-Tone Color, Enforcer	1
			Paint Color, Upper Area, Predefined - #10 White	
			Shield, Cab - Standard Shield	
			Paint Color, Lower Area, Predefined - #90 Red	
			Paint Break, Cab - Standard Two-Tone Cab Break	
375	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
376	0646897		Paint Chassis Frame Assy, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
377	0693797		No Paint Required, Aluminum Front Wheels	1
378	0687653		Paint, Rear Wheels, Single Axle, Alum-Stl	1
			Paint, Wheels - Powder Coat Black #101	
379	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Lower Job Color	
380	0007230		Compartment, Painted, Spatter Gray	1
381	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - a) white	
			Color, Reflect Band - B - l) white	
			Color, Reflect Band - C - w) white	
382	0077356		Reflective, Cab Face, Below the S/S Trim Band	1
383	0593732		Stripe, Chevron, Rear, Diamond Grade, Pumper, PUC	1
			Color, Rear Chevron DG - fluorescent yellow green	
384	0073811		Folded "Z" Ribbon in Reflective Stripe, Pair	2
			Location - front of body, one each side of truck.	
			Qty, - 02	
385	0017359		Stripe, Black Outline, Vinyl on Reflective Band	3
			Qty, - 03	
386	0593225		Stripe, Reflective, Cab Doors Interior, Diamond Grade	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
387	0027286		Not Required, Lettering Specs	1
388	0007472		[Lettering not Requested]	1
389	0583553		Undercoating, Cab & Body, Stock/Demo Style, Pumper, Ziebart	1
390	9999999	SCC	Stock Demo - Replacement Tire Allotment - Dealer to Furnish	1
391	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
392	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
393	0772065		Manual, Chassis Operation, (2) USB Flash Drives, Custom, English	1
394	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
395	0735523		Warranty, Engine, Paccar MX13, 5 Year, WA0386	1
396	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
397	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1

Line	Option	Type	Option Description	Qty
398	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
399	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
400	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
401	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
402	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
403	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
404	0695416		Warranty, Pierce Camera System, WA0188	1
405	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
406	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
407	0685945		Warranty, Transmission Cooler, WA0216	1
408	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
409	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
410	0693126		Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
411	0889364		Warranty, Pump, Pierce, PUC-NG, 7 Year Parts, 1 Year Labor, WA0390	1
412	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
413	0657990		Warranty, Foam System, Husky 3, WA0231	1
414	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
415	0593921		Not Required, Warranty, No Lettering	1
416	0596159		Warranty, Extended, 3 Year, Pierce Body, PUC Pump, WA0151	1
417	0596347		Warranty, Extended, 3 Year, Custom Chassis, Class M, WA0061	1
418	0819254		Certification, Vehicle Stability, CD0196	1
419	0807819		Certification, Engine Installation, Enf, Paccar MX13, 2024	1
420	0686786		Certification, Power Steering, CD0098	1
421	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
422	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
423	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
424	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
425	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
426	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
427	0545073		Amp Draw Report, NFPA Current Edition	1
428	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
429	0799248		Appleton/Florida BTO	1
430	0000048		PUMPER/TANKER, 3rd Gen	1
431	0000012		PIERCE CHASSIS	1
432	0735525		PACCAR MX13 ENGINE	1
433	0046396		EVS 4000 Series TRANSMISSION	1
434	0520324		PIERCE PUMP, PUC	1
435	0020009		POLY TANK	1
436	0028048		FOAM SYSTEM	1
437	0020006		SIDE CONTROL	1
438	0020007		AKRON VALVES	1
439	0020015		ABS SYSTEM	1
440	0658751		PUMPER BASE	1

EXHIBIT B
WARRANTY



Fire and Rescue Apparatus

One (1) Year Material and Workmanship

Basic Apparatus

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.
Warranty Period Ends After:	Twelve (12) months.
Conditions and Exclusions: See Also Paragraphs 2 thru 4	No specific exclusions apply

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus



Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

Coverage:	Covers any failures of the engine which result, under normal use and service, from a defect in material or factory workmanship.
Warranty Begins:	The date of the original buyer invoice.
Warranty Period Ends After:	Five (5) years or 100,000 miles, whichever occurs first
Conditions and Exclusions: See Also Paragraphs 2 thru 4	See warranty for exclusions.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department, or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

3/19/2021 WA0386

PACCAR ENGINE LIMITED WARRANTY

PACCAR MX Warranty

United States

THIS LIMITED WARRANTY ("LIMITED WARRANTY") LISTS THE RESPECTIVE RIGHTS AND RESPONSIBILITIES OF PIERCE MANUFACTURING INC.'S END USER CUSTOMER THAT FIRST PUTS THE PACCAR ENGINE INTO SERVICE ("YOU" or "FIRST PURCHASER"), PACCAR INC ("PACCAR"), AND THE SERVICING PACCAR ENGINE DISTRIBUTORS ("AUTHORIZED DISTRIBUTORS"). PLEASE READ THIS LIMITED WARRANTY CAREFULLY.

PACCAR warrants directly to You that the PACCAR MX engine and related kitted parts (collectively, the "Engine") will be free from defects in materials and factory workmanship ("Warrantable Failures") appearing under normal commercial use and service during the time, mileage or hour limitations set forth in the attached Warranty Schedule. **This Engine warranty extends only to You, and not any subsequent owner or user of the Engine.** The Emissions warranty is made to all owners of the Engine in the chain of distribution until the end of the Emissions warranty coverage period. Warranty coverage relating to the Emissions components is outlined in the Emissions Warranty section of the PACCAR MX Operator's Manual, the terms and conditions of which are incorporated herein by reference.

YOUR SOLE AND EXCLUSIVE REMEDY AGAINST PACCAR AND ITS SUBSIDIARIES AND AFFILIATES ARISING FROM YOUR PURCHASE AND USE OF THIS ENGINE IS LIMITED TO THE REPAIR OR REPLACEMENT OF WARRANTABLE FAILURES AT AUTHORIZED DISTRIBUTORS IN THE UNITED STATES AND CANADA AND IS SUBJECT TO PACCAR'S TIME, MILEAGE, AND HOUR LIMITATIONS LISTED IN THE ATTACHED WARRANTY SCHEDULES. The maximum time, mileage and hour limitations in the Warranty Schedules begin running on the Date of Delivery to the First Purchaser. **The accrued time, mileage, or hours is calculated when this Engine is brought into an Authorized Distributor for correction of Warrantable Failures.**

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY (ENGINE AND EMISSIONS)

This Limited Warranty is the sole warranty made by PACCAR and its Authorized Distributors to You relating to the Engine. Except for the above limited express warranty, PACCAR and its Authorized Distributors make no other warranties to You, express or implied. PACCAR AND ITS AUTHORIZED DISTRIBUTORS EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IT IS AGREED THAT PACCAR AND ITS AUTHORIZED DISTRIBUTORS SHALL NOT BE LIABLE TO YOU FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO: LOSS OF INCOME OR LOST PROFITS; ENGINE OR VEHICLE DOWNTIME; THIRD PARTY DAMAGE, INCLUDING DAMAGE OR LOSS TO OTHER ENGINES, VEHICLES OR PROPERTY, ATTACHMENTS, TRAILERS AND CARGO; LOSS OR DAMAGE TO PERSONAL CONTENTS; COMMUNICATION EXPENSES; LODGING AND/OR MEAL EXPENSES; FINES; APPLICABLE TAXES OR BUSINESS COSTS OR LOSSES; ATTORNEYS' FEES; AND ANY LIABILITY YOU MAY HAVE IN RESPECT TO ANY OTHER PERSON OR ENTITY.

This warranty does not apply to parts or accessories supplied by the vehicle manufacturer or third parties.

Failures of belts and hoses supplied by PACCAR are covered during the first year from the Date of Delivery of the Engine to the First Purchaser. PACCAR does not warrant antifreeze, lubricants, filters, filter elements, or any other part that is a maintenance or repair item. However, in its sole discretion, PACCAR may pay for lubricating oil, antifreeze, filter elements, belts, hoses, and other maintenance or repair items if the need for replacing such items is due to a Warrantable Failure of the Engine.

You are responsible for the safe operation and maintenance of the Engine and Emissions equipment as specified in the applicable Operator's Manuals. You are responsible for providing proof that all recommended inspections and maintenance have been performed. Before the expiration of the applicable warranty, You must notify an Authorized Distributor of any Warrantable Failures and make the Engine available for Engine repair by such Authorized Distributor. You are responsible for delivery of the Engine to the Authorized Distributor. Locations in the United States and Canada of Authorized Distributors may be found at WWW.PACCARPOWERTRAIN.COM.

PACCAR IS NOT RESPONSIBLE FOR WEAR AND TEAR OR WEAROUT OF COVERED PARTS, storage deterioration, and changes in adjustment resulting from your use of the Engine. Damage due to accident, misuse, abuse, neglect, negligence, improper or insufficient maintenance, or unauthorized modification is not warranted. This may include, but is not limited to: operation without adequate coolants, lubricants, or other fluids; over-fueling; over-speeding; lack of maintenance of the lubricating, cooling or air intake systems; improper storage, starting, warm-up, run-in or shutdown practices; and unauthorized modifications to the Engine. **PACCAR is not responsible for damage or loss resulting from Engine horsepower/torque upgrades.**

Parts used to repair a Warrantable Failure may be new parts, approved remanufactured parts, or repaired parts. PACCAR is not responsible for failures resulting from the use of parts not approved by PACCAR. A new or approved remanufactured part used to repair a Warrantable Failure assumes the identity of the part it has replaced and is entitled to the remaining warranty coverage, if any.

PACCAR IS NOT RESPONSIBLE FOR DAMAGE OR LOSSES CAUSED BY INCORRECT OIL, FUEL, DIESEL EXHAUST FLUID, COOLANT, OR ADDITIVES; WATER, DIRT OR OTHER CONTAMINANTS IN THE FUEL, OIL OR DIESEL EXHAUST FLUID; OPERATION WITHOUT ADEQUATE COOLANTS OR LUBRICANTS; OVER-FUELING; OVER-SPEEDING; IMPROPER STORAGE, STARTING, WARM-UP, RUN-IN OR SHUT-DOWN PRACTICES; OR UNAUTHORIZED MODIFICATIONS OF THE ENGINE. Failure of replacement parts used in repairs due to the above non-warrantable conditions is not warrantable.

If your vehicle is disabled by a Warrantable Failure to the Engine during the base warranty period, PACCAR is not responsible for towing expenses to transport the vehicle to the nearest Authorized Distributor. In lieu of the towing expense and at the sole discretion of PACCAR,

PACCAR will pay the reasonable costs of an authorized mechanic to travel to and from the location of the disabled Vehicle in order to perform the Engine repair.

PACCAR will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Warrantable Failures resulting in excessive oil consumption will be handled within the basic Engine coverage as stated in the attached Engine Schedule. Before a claim for excessive oil consumption, low power, or excessive fuel consumption will be considered for payment, You must submit adequate documentation to show that consumption exceeds PACCAR published standards

PACCAR reserves the right to inspect and download data from the Engine Electronic Control Module for purpose of failure analysis unless prohibited by applicable law.

TIME LIMIT ON COMMENCING LEGAL ACTION / OTHER TERMS

IT IS AGREED THAT YOU HAVE 12 MONTHS FROM THE ACCRUAL OF THE CAUSE OF ACTION TO COMMENCE ANY LEGAL ACTION ARISING FROM THE PURCHASE OR USE OF THE ENGINE, OR BE BARRED FOREVER.

To the extent any provision of this limited warranty is found to contravene the law of any jurisdiction, the remainder of the warranty shall not be affected thereby.

PACCAR ENGINE LIMITED WARRANTY SCHEDULE

PACCAR MX Warranty

United States

THIS ENGINE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY. This Engine Warranty Schedule does not apply to the vehicle which is warranted separately. Pursuant to the terms of the attached Limited Warranty, PACCAR Inc ("PACCAR") will pay warranty claims for Warrantable Failures within the following maximum limits in time, mileage, or hours, **whichever shall occur first**. The Warrantable Failure must be brought to the attention of an Authorized Distributor within 30 days of discovery.

PACCAR MX Engine

Basic Engine -Twenty-four (24) months or 250,000 miles (or 400,000 km) or 6,250 hours - (all applications except fire apparatus)

Fire Apparatus Truck Applications Basic Engine - Sixty (60) months or 100,000 miles (or 160,000 km) or 6,250 hours

Major Engine Components - Sixty (60) months or 500,000 miles or 12,500 hours

Cylinder Block Casting
Main Bearing Bolts
Cylinder Head Casting
Cylinder Head Capscrews

Crankshaft
Camshaft
Cam Follower Assemblies
Connecting Rod Assemblies

Lube Pump Gear
Crankshaft Gear
Camshaft Gear
Camshaft Idler Gear

Flywheel Housing
Water Pump Housing
Thermostat Housing

R. H. SHEPPARD CO., INC.
101 Philadelphia St.
Hanover, PA 17331
Pierce Manufacturing Inc.
2600 American Drive
Appleton, WI 54912

LIMITED WARRANTY: The R. H. Sheppard Co. Inc., (“Sheppard”) warrants all M110PKG1 and M110SAU1 steering gears manufactured and sold to Pierce Manufacturing Inc. (“Pierce”) for application on Pierce TAK-4 equipped vehicles to be free from defects of workmanship and material under normal use and service for a period of thirty six months from the in service date of the vehicle to its original owner.

Vehicle applications where Sheppard product is used require an application approval before production build. If Pierce uses Sheppard product for any purpose or application which has not been approved by Sheppard in advance, including aftermarket devices (defined as a device added to the steering system directly or indirectly affecting the performance or operation of the Sheppard product in its approved application) not tested and approved by Sheppard this limited warranty SHALL NOT APPLY AND SHALL BE VOID. **SHEPPARD MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED. SHEPPARD EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.** SHEPPARD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OR FOR LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF A PRODUCT. Pierce expressly acknowledges its obligation to inform all users (customers) of the above disclaimer.

CONDITIONS: Claims under this Limited Warranty may only be made by Pierce. In no event shall Sheppard be held liable for warranty charges by unauthorized persons. No allowance will be made for repairs or alterations, unless made with the written consent of Sheppard. Authorized Pierce dealers shall be the only authorized repair facility for Sheppard products applied to Pierce vehicles. Any warrantable repair made under this Limited Warranty must be made on or before 36 months of the in-service date for the Product to which the claim relates. Sheppard shall not be liable for claims made after such date. Sheppard product fitted to Pierce vehicles that are repaired at a repair facility other than an authorized Pierce dealer within the warranty period will be considered for payment under the guidelines of this agreement only by joint written consideration of Sheppard and Pierce warranty departments. It shall be the responsibility of the Pierce warranty department to notify Sheppard if and when this situation occurs. Sheppard will not be held responsible for damage to other steering components such as but not limited to pumps and reservoirs due to improper adjustment of steering gear relief plungers. Vehicle downtime and towing will not be considered under warranty.

REMEDIES: The sole and exclusive remedy of Pierce for Sheppard’s breach of the foregoing warranty is limited to the return and repair or reimbursement as follows:

R. H. SHEPPARD CO., INC. WARRANTY
Pierce Manufacturing Inc.
Page 2

Warranty Support: In support of the Pierce dealer network, Sheppard will provide a toll-free "Hotline" service to assist in the diagnosis and troubleshooting of steering problems. The R. H. Sheppard Co., Inc. Field Service Department can be reached at 1-800-274-7437 for assistance. Sheppard will require that Pierce dealers contact this toll-free "Hotline" for approval before product is removed from a vehicle in a warranty situation. When contacted regarding a warranty situation, the Sheppard representative will provide an authorization number for removal of the product. This Returned Goods Authorization (RGA) number must be included in all warranty correspondence and attached to all returned goods.

Procedure: In the event of a warranty situation, the servicing dealer shall contact the Sheppard Hotline and receive an RGA number before replacing any steering gear. For M110PKG1 and M110SAU1 steering gear models, the dealer will first obtain an RGA number from Sheppard, and then order the replacement gear from Pierce. Replacement M110PKG1 and M110SAU1 steering gears shall be shipped from Pierce once those models are in full production. A warranty claim for both parts and labor will then be generated by the dealer and sent to Pierce. After reviewing the claim, Pierce will submit it to Sheppard for reimbursement.

Parts Reimbursement: Sheppard agrees to reimburse Pierce at Pierce's purchase price plus 30% mark-up for parts found to be defective within the warranty period. Parts being returned for warranty consideration shall be sent to the R. H. Sheppard Company, 447 E. Middle St., Hanover, PA 17331 ATTN: Warranty Dept. Sheppard's determination as to whether the part is covered by the foregoing warranty is final and conclusive. Sheppard requires the return of complete steering gears only. Individual seals replaced under warranty **should not** be returned unless specifically requested by Sheppard. All parts being returned for warranty consideration must be clearly tagged with all pertinent warranty information including, but not limited to (1) Returned Goods Authorization number (RGA); (2) claim number; (3) date in service; (4) date of failure; (5) mileage; (6) part number; (7) labor hours; (8) dealer labor rate and; (9) dollar amount claimed. Claims submitted without prior authorization are subject to rejection under this agreement.

Labor: Labor to repair Sheppard product found to be defective within the warranty period will be reimbursed at not more than 10 hours per vehicle. Labor shall be reimbursed at the rate of \$85.00 USD per hour for M110PKG1 and M110SAU1 steering gears.

Freight: Pierce will collect M110PKG1 and M110SAU1 warranty material at a designated collection point. Inbound freight to the Pierce collection point will be the responsibility of Pierce. All warranty material should be returned from the Pierce collection point to R. H. Sheppard Co. Freight Collect by a Sheppard-specified common carrier based on location of the Pierce collection point. Sheppard does not require the return of failed seals. Any freight charges incurred for the return of seals will be the responsibility of Pierce. Parts returned for warranty consideration without prior authorization are subject to rejection under this agreement and may be subject to a charge back of inbound freight charges. Parts rejected under this warranty will be returned to Pierce Freight Collect or scrapped by Sheppard at Pierce's discretion.

R. H. SHEPPARD CO., INC. WARRANTY
Pierce Manufacturing Inc.
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Outside Purchases: Pierce authorized dealers shall be the only outlet for repair, warranty service and parts for Sheppard products applied to Pierce vehicles. Sheppard will not be responsible for consumables such as hoses, belts, fluids, fittings or miscellaneous shop material that may be required for the repair of the product.

Warranty Documentation: Warranty credit memos will be issued monthly to the Pierce Warranty Department. Monthly credit memos will include (1) claim number; (2) part number; (3) parts reimbursement; (4) labor reimbursement; (5) any applicable Pierce reference number and; (6) reason for rejection or acceptance of the claim. Credit memos will be issued in U.S. funds. Debits for warranty claims will not be accepted under this agreement. Claim disposition will constitute the final and conclusive resolution of warranty claims.

Parts Retention: Sheppard will retain parts submitted for warranty consideration for a period of sixty (60) days for any material found to be rejected for warranty. Sheppard will notify Pierce within sixty (60) days of receipt of Sheppard's determination as to whether any such part is covered by this warranty. Warranty reimbursement will be issued within thirty days of receipt of material at Sheppard.

Good-Will Requests: Good-Will requests will be considered jointly between Sheppard and Pierce for equitable compensation.

RECALLS: Sheppard retains the right to review information regarding federal motor vehicle recall and /or product repair programs if Sheppard products fitted to Pierce vehicles are alleged to be non-compliant with federal motor vehicle safety standards. Sheppard retains the right to review any claims of product defect or non-compliance before participating in reimbursement of expenses incurred as a result of alleged non-compliance or defect of its products. Sheppard agrees to negotiate in good faith for the reimbursement of expenses incurred by Pierce for all administrative, material and labor cost and expense associated with any recall where Sheppard product is found to be defective or non-compliant with federal motor vehicle standards.

MISCELLANEOUS: This writing constitutes the full complete and final statement of Sheppard's limited warranty for M110PKG1 and M110SAU1 products sold to Pierce. All prior oral or written correspondence, test data, negotiations, representations, understandings and the like regarding products are merged in this writing and extinguished by it. This limited warranty may not be altered, amended extended or modified except by a writing signed by the President or Vice President of Sheppard. No employee, vendor, dealer, distributor or other representative of Sheppard has authority to make statements to extend, expand, alter or amend the terms of this Limited Warranty. Sheppard expressly disclaims any statements contrary to the Limited Warranty. Sheppard's failure at any time to enforce any of the terms and conditions stated herein shall not constitute a waiver of any provisions herein. This Limited Warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

R. H. SHEPPARD CO., INC. WARRANTY
Pierce Manufacturing Inc.
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Any legal actions which may arise as a result of disputes, controversies or claims arising out of or related to this limited warranty shall be in such forum as Sheppard and Pierce shall agree, or, in the absence of agreement, in a court of appropriate jurisdiction other than in the county in which either party is located. This Limited Warranty shall not be assigned by Pierce.

COOPERATIVE EFFORT: Sheppard and Pierce agree to work cooperatively toward expanding this warranty coverage to a period of sixty months from the in service date. These cooperative efforts shall focus on examining the effects of increased heat generated by 2007 model engines and its impact on the entire power steering system.

AGREEMENT: This agreement is effective April 3, 2006 and may be modified by mutual agreement between Sheppard and Pierce of a signed amendment to be attached to the original Limited Warranty. There are no third party beneficiaries to this Limited Warranty. This warranty agreement applies to Pierce authorized dealers only. It does not encompass any special arrangements that Pierce may now have or that Pierce may enter into, with any other segments of the trucking industry. This warranty agreement does not apply to non-conforming product removed at Pierce assembly plants.

This Limited Warranty agreement between the R. H. Sheppard Co., Inc and Pierce Manufacturing Inc. may be terminated by either party with thirty days written notice prior to termination.

Signed at Pierce Manufacturing Inc., Appleton, WI this _____ day of _____, 2006.

R. H. SHEPPARD CO., INC.

PIERCE MANUFACTURING INC.

Authorized Signature

Authorized Signature

Title

Title



Fire and Rescue Apparatus

Lifetime Fifty (50) Year Structural Integrity

Custom Chassis Frame

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Custom chassis frame rail manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Fifty (50) Years (Expected Life of Apparatus)
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0013



Fire and Rescue Apparatus

Three (3) Year Material and Workmanship TAK-4 Independent Front Suspension

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The TAK-4 Front Independent Suspension and Steering Gears shall be free from defects in material and workmanship.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Years -or- 30,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty excludes brake pads, brake rotors, seal boots and shock absorbers.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

12/16/2013 WA0050



Dana Holding Corporation
Commercial Vehicle Products Group
Grace Lake Corporate Center
1 Village Center Drive
Van Buren Township, Michigan 48111
www.dana.com

New for 2011!

Dana Holding Corporation is pleased to announce a change in our standard warranty for fire/rescue vehicles. All steer and drive axles will now come with a 5 year / 100,000 mile warranty. For further information, please go to www.roadranger.com.

Dana Holding Corporation is working with chassis manufactures to supply a 24K front steer beam with a 5 ¼' drop. We have listened to your requests for a slightly higher GAWR for single axle aerials. Not all fire stations can accommodate a long wheel base application. This allows manufactures to meet the limited length requirements for smaller fire houses. Please submit your requests through our website. Please indicate on the application your need for 24K GAWR.

Finally, our drive axles will accommodate simultaneous auxiliary braking. Dana axles are built tough and were design with Telma retarders in mind. Submit your application for single or tandem designation.

Dana Holding Corporation will work with you to provide the best drive train solution with the best warranty in the fire/rescue industry. For additional information please contact:

Alan Manzon
Account Manager - Specialty Markets
Dana Holding Corporation
One Village Center Dr.
Van Buren Twp., MI 48111-5711

Phone: (734) 629-1141

Cell: (269) 312-3220

Alan.manzon@dana.com



Three (3) Year Material and Workmanship Meritor Wabco ABS Brake System Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Table with 2 columns: Warranty Term (Coverage, Warranty Begins, Warranty Period Ends After, Conditions and Exclusions) and Description.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

- (a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce... (b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse... (c) any vehicle, chassis or component, part, attachment or accessory that has been repaired... (d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period...

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use.

WARRANTY

MODEL YEAR 2021 VEHICLES



Warranty coverage is provided for the duration of the vehicle's useful life, but not to exceed the maximum number of years or miles, whichever is less. The maximum number of years or miles is determined by the vehicle's model year and engine type.

- Coverage is provided for the duration of the vehicle's useful life, but not to exceed the maximum number of years or miles, whichever is less.
- Coverage is provided for the duration of the vehicle's useful life, but not to exceed the maximum number of years or miles, whichever is less.
- Coverage is provided for the duration of the vehicle's useful life, but not to exceed the maximum number of years or miles, whichever is less.
- Coverage is provided for the duration of the vehicle's useful life, but not to exceed the maximum number of years or miles, whichever is less.

How to Read Warranty Coverage (Example)

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor
5	50	P

The warranty coverage is provided for the duration of the vehicle's useful life, but not to exceed the maximum number of years or miles, whichever is less. The maximum number of years or miles is determined by the vehicle's model year and engine type.



WARRANTY - MODEL YEAR 2021 VEHICLES

LINEHAUL/GENERAL SERVICE WARRANTY INFORMATION

LINEHAUL/GENERAL SERVICE VEHICLES

- | | | | |
|--|--|--|--|
| <ul style="list-style-type: none"> • Air Management • Aerodynamics • Braking Systems • Driveline • Driveline Suspension Control • Fuel System • General Service • Power Windows • Safety • Telematics • Wheel End Solutions | <ul style="list-style-type: none"> • Air Management • Aerodynamics • Braking Systems • Driveline • Driveline Suspension Control • Fuel System • General Service • Power Windows • Safety • Telematics • Wheel End Solutions | <ul style="list-style-type: none"> • Air Management • Aerodynamics • Braking Systems • Driveline • Driveline Suspension Control • Fuel System • General Service • Power Windows • Safety • Telematics • Wheel End Solutions | <ul style="list-style-type: none"> • Air Management • Aerodynamics • Braking Systems • Driveline • Driveline Suspension Control • Fuel System • General Service • Power Windows • Safety • Telematics • Wheel End Solutions |
|--|--|--|--|

LINEHAUL TYPICALLY IS

- 100,000 miles or 150,000 kilometers (whichever comes first)
- 200,000 miles or 300,000 kilometers (whichever comes first)

GENERAL SERVICE TYPICALLY IS

- 100,000 miles or 150,000 kilometers (whichever comes first)
- 200,000 miles or 300,000 kilometers (whichever comes first)
- 500,000 miles or 750,000 kilometers (whichever comes first)

WABCO Components ¹		WABCO Components ¹ (cont.)	
Air Management		Safety	
ABS	Y	ABS	Y
ASR	Y	ASR	Y
ASR	Y	ASR	Y
ASR	Y	ASR	Y
ASR	Y	ASR	Y
ASR	Y	ASR	Y
Aerodynamics		Telematics	
ASR	Y	ASR	Y
ASR	Y	ASR	Y
Braking Systems		Wheel End Solutions	
ASR	Y	ASR	Y
ASR	Y	ASR	Y
ASR	Y	ASR	Y
ASR	Y	ASR	Y
ASR	Y	ASR	Y
ASR	Y	ASR	Y
ASR	Y	ASR	Y
Driveline Suspension Control			
ASR	Y		
ASR	Y		
ASR	Y		

EXHIBIT C
PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus or associated equipment.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchase Price"** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation.
- i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by

Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. **Delivery.** The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. **Standard Warranty.** The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. **Disclaimer.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. **Limitation of Liability.** COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. **Force Majeure.** Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
11. **Customer's Obligations.** Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. **Default.** The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement;

(c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

City of Titusville
"Gateway to Nature and Space"

REPORT

To: Members of the City Council
From: Thomas Abbate, City Manager
Subject: **Budget Amendment Associated with Department of Financial Services Grant**
Department/Office: Fire and Emergency Services

Recommended Action:

Approve a budget amendment and authorize the City Manager to sign and execute the associated grant agreement.

Summary Explanation & Background:

Approve a budget amendment for the Department of Financial Services State Fire Marshal's Office Cancer Decontamination Grant (75/25) for a total project cost of \$45,393.75. The grant-funded portion totals \$34,045.31, which includes reimbursement for the purchase of a PPE washer/extractor and PPE hoods upon submittal of receipts. The required 25% City match totals \$11,348.44. Authorize the City Manager to sign and execute the grant agreement and approve the associated budget amendment.

Alternatives:

Do not approve budget amendment

Item Budgeted:

No

Source/Use of Funds/Budget Book Page:

SOURCE: 001-0000-334.20-00 FD2601 - STATE GRNTS/PUBLIC SAFETY
\$34,045

USE: 001-5555-513.64-00 FD2601 - NON-DEPARTMENTAL/MACHINERY &
EQUIP \$35,534

001-0901-522.52-01 FD2601 - OPERATING SUPPLIES
\$ 9,860

001-0901-522.52-01 - OPERATING SUPPLIES
\$(11,349)

Strategic Plan:

#1 Quality of Life. Enhance emergency preparations and management.

Strategic Plan Impact:

Accepting this budget amendment in association with the acceptance of the Cancer Decon Grant, will allow the fire department to improve it's efforts in providing clean PPE, reducing cancer-causing pollution.

ATTACHMENTS:

1. Grant Agreement FM1162 - City of Titusville
2. BA-FIRE CANCER DECONTAM EQU

GRANT AGREEMENT

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the **Department of Financial Services** (Department), an agency of the State of Florida (State), and **City of Titusville** (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through its Division of State Fire Marshal (Division), has the authority, pursuant to an appropriation of the General Appropriations Act, to grant funds to the Grantee;

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein;

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows:

1. Performance Requirements.

The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, appendices, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 1, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

2. Compliance with Laws, Rules, Regulations, and Policies.

The Grantee shall comply with the applicable local, state, and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

3. Agreement Term.

The term of this Agreement is set forth in Section 2., Performance Period, of Attachment 1, SOW.

4. Payment and Funding Considerations.

4.1. Funding. This Agreement shall not exceed the amount of funds stated in the SOW, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State’s and the Department’s performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.

4.2. Payment Process. Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at: <https://myfloridacfo.com/division/aa/vendors>.

4.3. Grantee Rights. A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.

- 4.4. Taxes.** The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.
- 4.5. Invoicing and Acceptance.** All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 31., below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.
- 4.6. Final Invoice.** The Grantee shall submit the final invoice to the Department no later than sixty (60) days after the Agreement ends or is terminated; however, the final invoice shall be submitted on or before September 1st following the June 30th ending date of the final State fiscal year in which the project is appropriated funding by the Legislature. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any requests submitted after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.
- 4.7. Expenditures.** All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which may be obtained at: [reference-guide-for-state-expenditures.pdf \(myfloridacfo.com\)](https://myfloridacfo.com/reference-guide-for-state-expenditures.pdf). The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida Legislature, the judicial branch, or a State agency.

5. Governing Laws of the State.

- 5.1. Governing Law.** The Grantee agrees that this Agreement is entered into in the State, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 23., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
- 5.2. Ethics.** The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value

in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but will not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.

5.3. Advertising. Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

5.4. Sponsorship. As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" must appear in the same size letters or type as the name of the Grantee.

6. Mandatory Disclosure Requirements.

6.1. Conflict of Interest. This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

6.2. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor 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 section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

6.3. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "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.”

- 6.4. Antitrust Violator Vendor List.** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: “A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”
- 6.5. Department Inspection of Records.** Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee’s financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor’s programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department’s Contract Manager within 10 business days after a request is made to the Contractor.
- 6.6. Foreign Gifts and Contracts.** The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 286.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall 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 for good cause.”

7. Funding Requirements of Section 215.971(1), F.S.

- 7.1.** The Grantee shall perform all tasks contained in the SOW.
- 7.2.** Receipt by the Grantee of the Department’s written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee’s compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).
- 7.3.** If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.
- 7.4.** The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.
- 7.5.** The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
- 7.6.** The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.

8. Return or Recoupment of Funds.

- 8.1.** If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."
- 8.2.** Notwithstanding the damages limitations of Section 25., if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

9. Audits and Records.

- 9.1.** Representatives of the Department, including, but not limited to, the State's Chief Financial Officer or the State's Auditor General or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- 9.2.** The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 9.3.** The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.
- 9.4.** The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance or the period required by the General Records Schedules maintained by the Florida Department of State (available at <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>) whichever is longer. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.070(2)(b)4, F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for the Agreement by transferring its records to the Department at the time, and by destroying duplicate records in accordance with section 501.171, F.S., and if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and

Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014) (available at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>)

- 9.5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subgrantee agreements and assignments.
- 9.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but they are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.
- 9.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.
- 9.8. Grantee shall comply with the applicable requirement of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A refer to "Grantee." All references to "Contract" within Addendum A refer to this "Agreement."

10. Assignments, Subgrants, and Contracts.

- 10.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: (1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; (2) contract its duties or responsibilities under this Agreement out to a third party; or (3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department will be null and void. If the Department approves the transfer of any of the Grantee's obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
- 10.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contractual arrangements must be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 10.3. The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.
- 10.4. The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the

contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen percent (15%) of the outstanding balance due (*see* section 287.0585, F.S.).

11. MyFloridaMarketPlace. Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(6)(g), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

12. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

13. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud.

13.1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Performance Period involving the Grantee, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Performance Period, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which: (1) might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or (2) involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this Section must be provided to the Department within thirty (30) business days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

13.2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any proceeding relates to the officer's or director's business or financial activities.

13.3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal proceeding has been initiated, shall be reported to the Department's Contract Manager within twenty-four (24) hours of the Grantee being made aware of the incident.

13.4. The Grantee shall promptly notify the Department's Contract Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee shall be required to provide the Department's Contract Manager all reasonable assurances requested by the Department to demonstrate that: (1) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (2) the Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not

engage in conduct in performance under the Agreement that is similar in nature to the conduct alleged in such Proceeding.

14. Nonexpendable Property.

- 14.1.** For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
- 14.2.** All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually during the five (5) year period following the termination of this Agreement or during the depreciable life of the nonexpendable property purchased under this Agreement (determined by the depreciation schedule in use by the Grantee), whichever is shorter, and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.
- 14.3.** The nonexpendable property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes, selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
- 14.4.** The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
- 14.5.** The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- 14.6.** A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not listed in this Agreement (*see* SOW).
- 14.7.** Title (ownership) to all nonexpendable property acquired with funds from this Agreement will be vested in the Grantee, subject to the requirements of Section 14.8., below.
- 14.8.** The Grantee shall provide advance written notification to the Department if, during the five (5) year period following the termination of this Agreement or during the depreciable life of the nonexpendable property purchased under this Agreement (determined by the depreciation

schedule in use by the Grantee), whichever is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

15. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property. If funding provided under this Agreement is used for the purchase of, or improvements to, real property, such funds are contingent upon the Grantee granting to the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of, or improvements to, the real property for five (5) years from the date of purchase, the completion of the improvements, or as further required by law (*see* section 287.05805, F.S.).

16. Insurance.

16.1. The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

16.2. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of the Grantee.

17. Intellectual Property Rights. Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

18. Independent Contractor Status. It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.

18.1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

18.2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or

to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

18.3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State nor an agent, servant, or partner of the State as a result of this Agreement.

18.4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.

18.5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.

18.6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

19. Electronic Funds Transfer. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <https://myfloridacfo.com/division/aa/vendors>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

20. Entire Agreement. This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:

- i. Attachment 1, Statement of Work;
- ii. This Grant Agreement document;
- iii. Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
- iv. Addendum A, Public Records Requirements;
- v. Attachment 3, Index of Applicable Laws and Regulations;
- vi. Any Appendices;
- vii. Any other Attachments.

21. Time is of the Essence. Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverable(s) under this Agreement and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

22. Termination.

22.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends

are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing “lack of funds.”

22.2. Termination for Cause. The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The Grantee shall continue to perform any work not terminated. The Department’s rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under: (1) the Agreement; or (2) applicable program laws, rules, and regulations governing the use of funds under this Agreement.

22.3. Termination for Convenience. The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State’s interest to do so. The Grantee shall cease performance upon receipt of the Department’s notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

22.4. Grantee’s Responsibilities upon Termination. If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work that has not been terminated by the Department, if any; (3) take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest; and (4) transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

23. Dispute Resolution. Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own costs and attorneys’ fees incurred in connection with disputes arising under the terms of the Agreement.

24. No Waiver of Consequences for Failure to Comply. The Department’s decision to waive any consequences in one instance does not relinquish the Department’s right and ability to impose any consequences in future instances. The Department’s failure to enforce, or the Department’s waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

25. Limitation of Liability. Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost

institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

26. Indemnification.

26.1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

26.2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

26.3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which will not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

27. Force Majeure and Notice of Delay from Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to

believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the date the Grantee first learned of the delay if the delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department’s notice will state the extension period. **THE FOREGOING CONSTITUTES THE GRANTEE’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.

- 28. Severability.** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.
- 29. Survival.** Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.
- 30. Execution in Counterparts.** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

31. Contact Information for Grantee and Department Contacts.

Grantee’s Payee:	Grantee’s Contract Manager:
City of Titusville	Lucas Senger, Chief
550 South Washington Avenue	550 South Washington Avenue
Titusville, Florida 32796	Titusville, Florida 32796
(321) 567-3791	(321) 567-3791
Lucas.senger@titusville.com	Lucas.senger@titusville.com

Department’s Contract Manager:

Ginie Chibuzor

200 E. Gaines Street

Tallahassee, Florida 32399

(850) 413-3631

Ginie.Chibuzor@myFloridaCFO.com

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

32. Notices.

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms “written notice” or notice “in writing” are used to specify a notice requirement herein, said notice will be deemed to have been given when (1) personally delivered; (2) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (3) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (4) on the date actually received, except if there is a date of the certification of receipt, then on that date.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the documents that make up this Agreement, the Parties have caused to be executed this Agreement by their undersigned, duly authorized officials.

CITY OF TITUSVILLE

DEPARTMENT OF FINANCIAL SERVICES

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

ATTACHMENT 1
Statement of Work (FCDEGP)

- 1. Project Description.** The Florida Legislature has appropriated funds in Line 2233 of the General Appropriations Act for the 2025–2026 State fiscal year to the Department to implement section 633.137, F.S., for the specific purposes stated therein, and the Division has the authority to administer the program and annually award grants upon the terms and conditions set forth in the Agreement and in Rule 69A-37.503, *Florida Administrative Code* (F.A.C.). To be a recipient of State funds under this grant program, the Grantee has identified a source of nonstate funding in an amount that is equal to or exceeds twenty-five percent (25%) of the funding provided to Grantee under this Agreement. The Grantee has been awarded funding for the 2025–2026 Fiscal Year in the amount of \$34,045.31. The funds will be used for the purchase of equipment, specifically one (1) self-contained breathing apparatus washer & sixty-eight (68) hoods, as further described in Appendix 1 and Appendix 2, Itemized Equipment List(s), if applicable. This is a cost-reimbursement agreement, subject to a minimum twenty-five percent (25%) match of funds from a nonstate source of funding, not to exceed the amount of funds stated above. Such funds will be paid by the Department in consideration of the Grantee’s performance of the requirements as set forth by the terms and conditions of the Agreement.
- 2. Performance Period.** The Performance Period of this Agreement begins on July 1, 2025, and ends on June 30, 2026. The term of this Agreement may be continued through the appropriations carry forward period for the purpose of submitting documents required in Section 6., Deliverables, as approved by the Department through written notification. The Department shall not be obligated to pay for costs incurred by Grantee related to this Agreement prior to this term beginning date or after this term end date.
- 3. Program Requirements.** The Florida Legislature created the Firefighter Cancer Decontamination Equipment Grant Program within the Division of State Fire Marshal (Division) to provide financial assistance to help career fire departments, combination fire departments, and volunteer fire departments procure equipment, supplies, and training designed to mitigate exposure to hazardous, cancer-causing chemicals. The Division prioritizes the annual award of grants to those career, combination, and volunteer fire departments demonstrating need via participation in the annual Florida Fire Service Needs Assessment Survey, in compliance with the requirement to submit fire incident data as required in Rule 69A-66.004, F.A.C., in compliance with the Florida Firefighters Occupational Health and Safety Act (or has a plan for correction for any noncompliance issue filed with the Division), and in compliance with the requirement to provide a minimum 25% match of nonstate funding for the amount of funding requested and proof of that funding. Grantees shall only use funds to:

 - a.** Purchase vehicle exhaust capture systems that are either mounted in the stations or on the vehicles and are compliant with the standards of National Fire Protection Association (NFPA) 1500, Standard on Fire Department Occupational Safety, Health, and Wellness Program, as specified in Rule 69A-62.025, F.A.C.
 - b.** Purchase personal protective equipment extractor units that are designed to operate using 110-volt alternating current (AC); however, additional costs such as wiring and installation will not be covered.
 - c.** Purchase personal protective equipment extractor units not designed to operate using 110-volt AC current; however, additional costs such as wiring and installation will not be covered.
 - d.** Purchase second issued hoods, gloves, and helmet earflaps that are compliant with the standards of NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, as specified in Rule 69A-37.060, F.A.C., and that can be exchanged at the scene or in quarters after fire extinguishment.

- e. Purchase other equipment that is used to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.
- f. Purchase supplies that are used to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.
- g. Provide educational training designed to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.

4. Grantee's Responsibilities. The Grantee shall:

- h. Purchase the equipment as specified in Appendix 1 and Appendix 2, Itemized Equipment List(s), if applicable.
- i. Provide the Department with the required supporting documents with the invoice as specified in Section 7., Invoice Submittal and Payment Schedule.
- j. Receive the equipment as described in Appendix 1 and Appendix 2, as applicable, in a timely manner not to exceed the Performance Period stated in Section 2., Performance Period.
- k. Provide the Department with sufficient documentation that ensures receipt of the equipment.
- l. Provide the Department with documentation, upon Department's demand, evidencing status reports. Grantee shall provide status report documentation on the Status Update Request Form, incorporated by reference as Attachment 4.
- m. Submit monthly fire incident data to the National Fire Incident Reporting System via <https://www.nfirs.fema.gov/NFIRSWeb/login> until December 25, 2025. On and after January 1, 2026, and for the entire duration of the Performance Period listed in the Agreement submit monthly fire incident data to the National Emergency Response Information System via <https://neris.fsri.org/> Proof of submittance of fire incident data is required to be provided to the Department upon the Department's demand.
- n. Maintain all fire department profile and roster records within the electronic database of the Bureau of Fire Standards and Training.
- o. Demonstrate compliance with the Florida Firefighter Occupational Safety and Health Act by having completed a compliance inspection within the previous three years or having a compliance inspection conducted before the grant funds are awarded.
- p. Provide the written agreement with the fire service provider under which the Grantee is operating.

5. Department's Responsibilities. The Department shall monitor the Grantee's progress as it deems necessary to verify that all requirements of the Agreement are being performed in accordance with this Agreement. The Department shall review submitted documentation and process payments to the Grantee to reimburse allowable, reasonable, and necessary expenditures, not to exceed the awarded amount specified in Section 1., Project Description.

The Department will monitor reporting compliance for the Grantee and will notify the appropriate parties of non-compliance.

6. **Deliverables.** The Grantee shall complete the following deliverable:

Deliverable No. 1 – Purchase one (1) self-contained breathing apparatus washer		
Task	Documentation	Financial Consequences
Purchase and receive equipment as described in Appendix 1, Itemized Equipment List.	<p>A. Grantee must provide proof of payment in the form of cleared check(s), bank statement(s), or electronic fund transfer(s).</p> <p>B. Grantee must provide proof of receipt of the equipment in the form of photos, packing slips, or other equivalent documentation.</p> <p>C. Proof of minimum 25% match funding, as required.</p>	The Department will not reimburse the Grantee pursuant to the Agreement for any equipment received outside of the specified Performance Period, or if accurate and sufficient documentation is not received from the Grantee.
DELIVERABLE 1 ESTIMATED COST \$26,650.31		
Deliverable No. 2 – Purchase sixty-eight (68) hoods		
Task	Documentation	Financial Consequences
Purchase and receive equipment as described in Appendix 1, Itemized Equipment List.	<p>D. Grantee must provide proof of payment in the form of cleared check(s), bank statement(s), or electronic fund transfer(s).</p> <p>E. Grantee must provide proof of receipt of the equipment in the form of photos, packing slips, or other equivalent documentation.</p> <p>F. Proof of minimum 25% match funding, as required.</p>	The Department will not reimburse the Grantee pursuant to the Agreement for any equipment received outside of the specified Performance Period, or if accurate and sufficient documentation is not received from the Grantee.
DELIVERABLE 2 ESTIMATED COST \$7,395.00		
TOTAL GRANT AMOUNT NOT TO EXCEED \$34,045.31		

7. **Invoice Submittal and Payment Schedule.** This is a cost reimbursement contract. The Department will reimburse the Grantee upon satisfactory completion of the deliverable requirements specified in Section 6., Deliverables, and in accordance with the terms and conditions of this Agreement for a total dollar amount not to exceed the awarded amount specified in Section 1., Project Description, subject to the availability of funds. To request reimbursement, the Grantee shall:

- a. Complete the Reimbursement Request Letter, incorporated by reference as Attachment 5, signed by the Grantee’s Agreement Manager certifying that the costs being claimed in the invoice package:
 - i. Are specifically for the equipment represented in this Agreement;
 - ii. Have been paid;
 - iii. Were incurred within the Performance Period as specified in Section 2., Performance Period; and
 - iv. Are not a duplicate, and duplicates will not be submitted to another funding source.

- b. Provide all documentation necessary to demonstrate completion of the Deliverable(s) listed in Section 6., Deliverables.
- c. Provide the itemized invoice from the vendor listed in Appendix 1 and Appendix 2, Itemized Equipment List(s), if applicable, that matches the equipment described in Appendix 1 and Appendix 2, Itemized Equipment List(s), if applicable.
- d. Provide proof of payment to the specified vendor.

8. Financial Consequences for Failure to Timely and Satisfactorily Perform. Failure to timely complete the required duties outlined in this Attachment 1, Statement of Work, will result in the automatic rejection of a request for reimbursement of the associated expenditures for the applicable deliverable(s). Failure to provide documentation required in Section 6., Deliverables, within the specified Performance Period will result in the expenditure not being reimbursed by the Department. If the Grantee received advance payment and failed to timely and satisfactorily perform, any funds the Grantee received must be returned to the Department upon the Department's written notification. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification. This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

Appendix 1
Itemized Equipment List

Safeware, Inc.
 4403 Forbes Blvd.
 Lanham, MD 20706-432
 USA
 301-683-1234
 www.safewareinc.com

Order Number	
10244243	
Order Date	Page
09/12/2025 15:45:15	1 of 2

Quote Expires On: 12/24/2025

Contract No: Sourcewell #080922-SAF PS & EM

Bill To: **Customer ID:** 99960
 City of Titusville
 555 Washington Avenue
 Titusville, FL 32796

Ship To:
 City of Titusville
 Water and Wastewater
 1135 Know McRae Drive
 Titusville, FL 32780

321-567-3792

PO Number	Taker	Email
QUOTE - RESCUE INTELLITECH	Chelsea Quiles	cquiles@safewareinc.com
Freight Terms	Phone	Fax
Freight Paid	804-236-0579	
Sales Representative		
Heather Boyer		

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				
1.00	0.00	1.00	EA		RES 26094A	EA	35,533.75	35,533.75
				1.0	Solo Rescue SCBA Decon Washer	1.0		
					Includes: Heavy Duty Basket with holder for 2 single or double SCBA - Holder for 2 large air cylinders (Jumbo Flasks) - 2 Gear Holders for boots, gloves and helmets - Metered Dosing Pump -ProBlend Detergent 2.5 gal			
1.00	0.00	1.00	EA		SOURCEWELL PS	EA	0.00	0.00
				1.0	Contract #080922-SAF	1.0		
					Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions Effective: October 14, 2022 - October 7, 2026 Freight: Standard CONUS paid, HAZMAT & expedited billed Must register at sourcewell-mn.gov/become-member			

Safeware, Inc.
 4403 Forbes Blvd.
 Lanham, MD 20706-432
 USA
 301-683-1234
 www.safewareinc.com

Order Number	
10244243	
Order Date	Page
09/12/2025 15:45:15	2 of 2

Quote Expires On: 12/24/2025

Contract No: Sourcewell #080922-SAF PS & EM

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>				

*****Ask me about the leasing and financing options that Safeware offers!*****

Sales Representative : hboyer@safewareinc.com

Total Lines: 2

SUB-TOTAL: 35,533.75
TAX: 0.00
AMOUNT DUE: 35,533.75
U.S. Dollars

Appendix 2
Itemized Equipment List

E Quotation
Bennett Fire Products Co., Inc.



www.BennettFireProducts.com

October 16, 2025

Titusville Fire & Emergency Services
Attn: Capt. Canada
550 S. Washington Ave
Titusville, FL 32796

This price quote is valid until December 31st, 2025.

*Discounts in reference to Lake County, FL Contract 22-730B, expires July 31st, 2027.
Contract may be viewed in its entirety at www.lakecountyfl.gov. To find information
regarding this contract, follow the instructions below.*

PGI BarriAire Carbon Shield Elite Pro Particulate Blocking Hood - Black (39708-00-192198)

Retail Price - \$169.95 each

Lake County Price (2% discount) - \$166.56 each

Titusville Price - \$145.00 each

68 hoods @ \$145.00 each - \$9,860.00 total

FOB Titusville, FL Prices include shipping charges

Terms: net 30 days, ***payment by check only*** with Lake County extended discount provided

Delivery: 45-60 days at time of quotation - after receipt of order

Thanks for giving us the opportunity to serve you!

Josh Vandegrift, 404-747-2868, jvandegrift.bennettfire@gmail.com

Bennett Fire Products Co., Inc.
P.O. Box 2458
Woodstock, GA 30188
www.bennettfireproducts.com

Instructions for downloading Lake County/Bennett Fire Products Company contract information: Visit the website www.lakecountyfl.gov.

1. View the left hand column, click on “Doing Business with Lake County”. 2. View the left hand column, click on “View Term and Supplier Agreements”. 3. Under the Search for Contracts space, type **Bennett Fire** 4. Contract 17-0606 will appear and the full contract or parts can be downloaded.

If you have trouble finding the information you need regarding this contract, or if you need additional information, please contact Danny Bennett at bennettfire@att.net or 770/402-9910.

ATTACHMENT 2



**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year - must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): Ginie.Chibuzor@MyFloridacfo.com

or

Paper (hard copy):
Ginie Chibuzor
Department of Financial Services
200 East Gaines Street
Tallahassee, Florida 32399-0340

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

1. Federal Program A:

N/A

2. Federal Program B:

N/A

Subject to Section 215.97, F.S.:

1. State Project A:

State Project: Fire Decontamination Equipment Grant Program

State Awarding Agency: State of Florida, Department of Financial Services

Catalog of State Financial Assistance Title and Number: Fire Decontamination Equipment Grants,
43.013

Amount: The amount listed in section 6., Deliverables, in this Agreement's Attachment 1, Statement
of Work.

2. State Project B:

N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The requirements of this Agreement, section 633.137, F.S., and Rule 69A-37.503, F.A.C.

Attachment 3
Index of Applicable Laws and Regulations

1. Statutory Requirements:

Chapter 112, F.S. (conflict of interest)
Chapter 119, F.S. (public records and exceptions to disclosure)
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)
Section 216.1366, F.S. (inspection of records)
Section 286.101, F.S. (foreign gifts and contracts)
Section 286.25, F.S. (sponsorship)
Section 287.133, F.S. (convicted vendor list)
Section 287.134, F.S. (discriminatory vendor list)
Section 287.137, F.S. (antitrust violator vendor list)
Americans with Disabilities Act
Immigration and Nationality Act

2. Audit Requirements:

Section 20.055, F.S. (audit investigations)
Section 215.34, F.S. (return or recoupment of funds)
Section 215.97, F.S., Florida Single Audit Act
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:

Section 215.422, F.S. (payments from state funds)
Section 273.02, F.S. (nonexpendable tangible personal property)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)



DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES



Attachment 4 - Status Update Request Form

Instructions: Complete all applicable fields and submit to the assigned Contract Manager within the Department. If the assigned Contract Manager is unknown, send the form to SFMGrant@myfloridacfo.com.

Grantee:	Reporting Date:	Contract Number:
Equipment Purchase Description:		
1. Phases Complete (Check)		
Procurement of Vendor <input type="checkbox"/>	Equipment Order <input type="checkbox"/>	Equipment Purchased <input type="checkbox"/>
Grant Execution <input type="checkbox"/>	Reimbursement <input type="checkbox"/>	Equipment Delivery <input type="checkbox"/>
2. Has the Grant Agreement been executed? If not, why?		
3. When do you expect to have all phases complete?		
4. Problem Areas/Other Comments (Revisions, Delays, Difficulties, etc):		
Grantee	Grantee Representative	
	I certify that the information provided above is true and correct per the terms of the Grant Agreement.	
Date	Printed Name/Title	Signature
Department	Comments/Notes	
	Review Date	Site Visit <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
		Contract Manager Signature



DIVISION OF
STATE FIRE MARSHAL
 FLORIDA DEPARTMENT OF FINANCIAL SERVICES



Firefighter Cancer Decontamination Equipment Grant Program

Attachment 5 - Reimbursement Request Letter

I, _____, on behalf of
 (Print name of Grantee's Grant Manager)

_____, do hereby certify for
 (Print name of Grantee)

Agreement No. _____ and Reimbursement Request No. _____ that:

- 1) The costs being claimed on this request are specifically for the equipment listed in the grant award and grant agreement;
- 2) The costs being claimed on this request are for one or more of the components listed in the deliverable in Section 4, Deliverable, of the Scope of Work;
- 3) The Grantee has paid such costs under the terms and provisions of the grant agreement;
- 4) The costs being claimed on this request were incurred after the date specified in Section 3, Performance Period, of the Agreement document, and prior to the end of the Performance Period;
- 5) A duplicate invoice for the same services, supplies, materials and/or labor set forth in the attached invoice has not been submitted, and will not be submitted, to another funding source for the equipment identified in the grant agreement.

Signature of Grantee's Grant Manager

Print Name

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. Public Records Access Requirements.

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Public Records Requirements Applicable to All Contractors.

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

Addendum A

1 of 2

3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

Telephone: (850) 413-3149
Email: PublicRecordsRequest@myfloridacfo.com
Mailing Address: The Department of Financial Services
Office of Open Government
PL-11, The Capitol
Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

City of Titusville Budget Amendment/Transfer Form

Budget Amendment/Transfer Form

Source of Funds:				
FY2026				
Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
001-0000-334.20-00-FD2601	FD2601	STATE GRANTS/PUBLIC SAFETY	\$ 34,045	Budget Amendment
Total			\$ 34,045	

Use of Funds:				
FY2026				
Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
001-5555-513.64-00-FD2601	FD2601	NON-DEPARTMENTAL/MACHINERY & EQUIPMENT	\$ 35,534	Budget Amendment
001-0901-522.52-01-FD2601	FD2601	OPERATING SUPPLIES	\$ 9,860	Budget Amendment
001-0901-522.52-01		OPERATING SUPPLIES	\$ (11,349)	Budget Amendment
Total			\$ 34,045	

Input Name:	Budget Office Approval:	Notes: ACCEPT AND ALLOCATE STATE FIREFIGHTER CANCER DECONTAMINATION EQUIPMENT GRANT WITH CITY 25% 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: **Continuing Contract CO23Q006 Task Order 9 with AECOM Inc. for Broad Street Design**
Department/Office: Community Development

Recommended Action:

Approve the Continuing Consultant Contract CO23Q006 Task Order 9 with AECOM Technologies Inc. in the amount of \$440,825 to provide Consulting and Design Services for the Broad Street Streetscape project and authorize the City Manager to execute the task order and approve the associated budget amendment.

Summary Explanation & Background:

At the August 12, 2025 Community Redevelopment Agency (CRA) meeting, the Broad Street Streetscape was unanimously approved by the CRA Board. The Broad Street project is envisioned as a signature downtown "festival street" that supports community events, enhances walkability, and strengthens economic activity within the Downtown Titusville CRA District. The City maintains continuing service agreements with two engineering firms to support public works projects. These firms possess specialized technical expertise and adequate resources and are engaged on a rotating, as-needed basis to provide engineering services. In accordance with the existing contract for professional consulting services, the firm of AECOM Technical Services, Inc. ("Consultant") has been requested to provide a proposal for scope of services outlining the professional design services required to advance the project from data collection and conceptual design through final construction documents.

Project Limits

The Broad Street project area is located within downtown Titusville and generally extends from Lemon Avenue South on the west to the parking area near Veterans Memorial Park on the east, encompassing approximately 1,950 linear feet within a 100-foot right-of-way. The corridor includes multiple intersections, including two FDOT-owned U.S. 1 crossings, which will require coordination with FDOT standards and requirements.

Overall Scope and Approach

AECOM’s scope is structured to deliver a comprehensive, phased design process. The work includes project administration, site data collection, conceptual design, stakeholder engagement, and preparation of 30%, 60%, and final signed and sealed construction documents. Permitting and construction administration services are excluded and would require a separate authorization.

Project Administration

AECOM will manage the consultant team, coordinate with City and CRA staff, conduct a formal kickoff meeting, and facilitate up to sixteen progress meetings throughout the design process. Written summaries and meeting documentation will be provided to ensure transparency and coordination.

Site Data Collection and Analysis

The consultant team will complete detailed topographic, boundary, tree, and subsurface utility surveys, along with a geotechnical investigation. This work will ensure a site base plan and a strengths-weaknesses-opportunities-threats (SWOT) analysis to guide design decisions and identify constraints early in the process.

Concept Design and Visioning

AECOM will prepare up to two conceptual design alternatives, supported by 3-D visualizations and precedent imagery. Following City selection of a preferred alternative, a Final Concept Plan Package will be prepared to illustrate the overall vision for Broad Street, including paving treatments, landscaping, and site furnishings

Stakeholder and CRA Engagement

The scope includes a dedicated stakeholder meeting and a separate CRA input meeting to gather feedback on the concept design. A summary of input received will be prepared and presented to City and CRA staff to inform refinement of the design.

Design Development (30%, 60%, and Final Plans)

AECOM will advance the approved concept into detailed construction documents in three phases. Each phase includes updated plans, specifications, and cost estimates, allowing the City and CRA to evaluate scope, design, and budget as the project progresses. Elements addressed include grading and drainage, hardscape, landscaping, irrigation, lighting, utilities coordination, and evaluation of EV charging capabilities.

Schedule and Budget

The anticipated design schedule totals approximately 38 weeks, excluding City review periods. The total lump-sum cost for the base scope of services is \$440,825, with fees allocated by task and milestone. An optional wayfinding and signage design task is available for \$25,130 if authorized by the City and CRA. There is \$280,515 in the Broad Street Parking Account. Staff is recommending a budget adjustment of \$65,847 from the Space View Pier and \$94,463 from the CRA Restricted Fun Balance Account.

It is recommended that City Council approve the Continuing Consultant Contract

CO23Q006 Task Order 9 with AECOM Technologies Inc. in the amount of \$440,825 to provide Consulting and Design Services for the Broad Street Streetscape project and authorize the City Manager to execute the task order and approve the associated budget amendment.

Alternatives:

As the Board desires.

Item Budgeted:

Yes, with approval of the associated budget amendment.

Source/Use of Funds/Budget Book Page:

Source: 104-5555-515.65-00 CR2002 - NON-DEPARTMENTAL/CONSTRUCTION IN PROGRESS \$(65,847)

104-0000-389.11-04 - RESTRICTED

\$(94,463)

Use: 105-5555-515.65-00 CR2501 - NON-DEPARTMENTAL/CONSTRUCTION IN PROGRESS \$160,310

Strategic Plan:

City of Titusville Strategic Goals & Objectives Addressed

Goal 1 – Quality of Life

1.b,d,f : Enhance public spaces and infrastructure that support walkability, safety, and community well-being.

Goal 2 - Efficient & Effective Services

2.a.: Commit to funding Capital Improvements

Goal 4 – Economic Development & Redevelopment

4.c: Encourage redevelopment and reinvestment in targeted areas through public infrastructure improvements.

CRA 2022 Adopted Plan Goals, Objectives & Strategies Addressed

Goal 1 – Administration of the CRA

Objective 1.1.1: Effectively utilize TIF for the operation of the CRA

Policy 1.1.1.1.: Utilize funding derived from TIF to fund capital improvements.

Goal 3 – Community and Culture

Policy 3.2.1.1: Support infrastructure improvements including streetscape projects

Goal 4 – Economic Development

Goal 4.1 : Increase private sector investment and economic activity within the CRA.

Objective 4.2.2.: Establish a safe, pedestrian friendly environment within the CRA

Goal 5 – Public Spaces

Goal 5.1: Create safe and accessible public spaces within the CRA

Strategic Plan Impact:

The project reinforces economic development objectives by leveraging public infrastructure investment to stimulate private reinvestment, increase downtown visitation, and enhance the function and appearance of a key commercial corridor within the CRA District.

ATTACHMENTS:

1. AECOM TO009
2. BA-BROAD ST PAVING SERVICES



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

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

*City of Titusville
Purchasing & Contracting Division*

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

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

- A) TOTAL AMOUNT OF TASK AWARDED PRIOR TO THIS TASK ORDER \$
- TOTAL AMOUNT FOR THIS TASK ORDER \$
- TOTAL AMOUNT OF TASK AWARDED INCLUDING THIS TASK ORDER \$
- B) TERM FOR THIS TASK ORDER
- COMPLETION DATE FOR THIS TASK ORDER: _____ MM/DD/YYYY or _____ #of Days from NTP

CONSULTANT (Print):
Firm Name: _____
Authorized Staff Name _____

CITY OF TITUSVILLE:

City Manager (Print)

(Signature) Date

(Signature) Date

ATTEST: _____
City Clerk Date

City of Titusville - Staff Reviews

Purchasing & Contracting Administrator

(Signature)

Date

Community Development Department Director

(Signature)

Date

SCOPE OF SERVICES

Project Understanding

The City of Titusville (“City”) and its Community Redevelopment Agency (CRA) have asked AECOM Technical Services, Inc. (“Consultant”) to support the visioning and design of the Broad Street project. This initiative focuses on transforming Broad Street, a public street within the Downtown Titusville Redevelopment Area, into a vibrant, multi-functional “festival” street. The goal is to create an outdoor space for community events; attract regional visitors; and catalyze economic opportunities. This project aligns with the CRA master plan adopted 2022. The Consultant’s primary role will be to collaborate with the City and CRA to prepare design and construction documents that align with the City’s vision.

Broad Street Project Area

The Broad Street project area (“Project Limits”) is in the downtown of the City of Titusville, generally bounded by and inclusive of the rights-of-way of Lemon Ave S. on the west and the parking lot associated with Veterans Memorial Park on the east. The cross streets of Lemon Ave S., S. Palm Ave., US-1 southbound, US-1 northbound and Indian River Ave. The length of Project Limits is approximately 1,950 linear feet. Broad Street includes a 100’ right-of-way width. A limit of work exhibit is included in Attachment 1.

Known Constraints of the Broad Street Project Limits

The Broad Street project presents several constraints and operational considerations that must be addressed during the design and engineering process. The Broad Street Project is in downtown Titusville; however, the two US-1 streets are owned by FDOT. These two street intersections, as they cross Broad Street, will need to conform to FDOT rules and regulations. Several private businesses and one RV Park are located along Broad Street. The Consultant will accommodate these constraints and operational restrictions in the design and engineering of the Project Limits.

Broad Street Project Design Services

The City anticipates that the scope for the Broad Street design services will be completed in two Parts: Part I will consist of data collection, conceptual design and preparation of 30%, 60% and Final signed and sealed design for construction plans. A cost estimate will also be prepared at each Design Development milestone deliverable (30%, 60% and final plans). Part II will be the permitting and construction phase services needed during the construction of the project. Part II is not included in this scope of work.

Consultant will provide the following design services:

- Project Administration to manage the design team
- Landscape Architecture
- Civil Engineering
- Structural Engineering
- Electrical Engineering
- Signage & Wayfinding Design (Optional Service)
- Cost Estimating

Professionals working as a subconsultant to the Consultant include the following.

- Land Surveying Southeastern Surveying and Mapping Corporation (SSMC)
- Geotechnical Nadic Engineering, Inc
- Irrigation Design Hines Inc.

Task 1 Project Administration

The Consultant will oversee the project coordination, monitor the project schedule, provide timely invoicing and reporting of project progress, and collaborate between the City, CRA and subconsultant.

The City and CRA will each designate a project manager to assist the consultant in achieving project

Broad Street Scope of Services – AECOM

milestones.

- a) Project Setup – The Consultant will assist the City in preparing the scope of work, coordinate the scopes and contracts of the Consultant’s subconsultants, conduct one meeting with the City Project Manager and CRA Project Manager at mutually agreed upon date and time, and mobilize the Consultant team.
- b) Progress Meetings – During the project, the Consultant will schedule and coordinate every third week project team meetings including an agenda with an estimated total up to sixteen (16) meetings. Meetings are intended to include a status update on project progress and team coordination. Meetings will occur virtually, using Teams or Zoom. The duration of each meeting is estimated to be one (1) hour with up to three (3) Consultant team members.
- c) Kickoff Meeting
The Consultant will attend one (1) half-day long kickoff meeting with the City in person. The City will be responsible for securing an indoor location which should accommodate seating for up to twelve (12) participants and must have restroom access, internet connectivity, and large projection screen(s) or video display(s). Following the meeting, the Consultant will provide summary notes to the City and CRA Project Managers for distribution. The consultant will prepare a draft agenda for City review and will revise the agenda one (1) time to produce the final agenda. This agenda will include coordination of subconsultant attendance, planning for the site walk route and points of interest, and preparation of a site walk map and data collection format. The draft agenda for the kickoff meeting is anticipated to include the following:
 - a. Team members’ roles and responsibilities
 - b. Project understanding, opportunities, and constraints
 - c. Lines of authority
 - d. Communications and management practices
 - e. Preliminary schedule milestones
 - f. Special requirements of the Project Limits, including existing parking obligations and commitments.
 - g. Establish the rules that set the boundaries of design vision relative to Project Limits and site structures
 - h. Strategy for engaging constituents and partners
 - i. Strategy for establishing and tracking the Broad Street cost budget
 - j. Review of Site Base Plan
 - k. Project Limits walk-through with Consultant, City and CRA staff to discuss restrictions, constraints, and anomalies

AECOM will provide the following deliverables for Task 1:

All deliverables will be provided in digital PDF format

- Up to Sixteen (16) Progress Meeting Summaries.
- One (1) Kickoff Meeting Summary provided in digital PDF format
- One (1) Draft Kickoff Meeting Agenda in digital PDF format
- One (1) Final Kickoff Meeting Agenda in digital PDF format

Task 2 - Site Data, Analysis, and Base Model

- a. Site Data Collection – The Consultant will prepare a three-dimensional (3D) topographic, boundary, and subsurface utility land survey provided by the subconsultant SSMC. The survey will include location and identification of the following at-grade physical elements and property limits:
 - Topographic survey
 - Directional signage
 - Traffic control cabinets and poles
 - Light poles
 - Pavement markings
 - Edges of pavement
 - Curbs/gutters

- Tree Survey

The survey will include location and identification of the following sub-grade physical elements, providing Subsurface Utility Engineering (SUE) Quality Level B:

- Horizontal and vertical limits of the Broad Street drainage system and/or FDOT subterranean exfiltration drainage system
- Active potable & reclaimed water mains and associated apparatuses
- Active sanitary sewer lines and manholes
- Active telecom and high-voltage utilities (pipes, duct banks, and vaults)
- Storm drainage pipes, inlets, and manholes
- Gas lines

Prior to the Consultant proceeding with field data collection, the City will provide the following information, if available:

- Current land survey in AutoCAD 2018 file format
- Any proposed infrastructure improvements or planned upgrades (streets, utilities, traffic control, etc.), including current ongoing improvements by the City.
- Existing Utility and/or PGD as built plans within the subject project area.

Survey Requirements:

Requirements for Site Boundary, Topographic & Tree Surveys

1. Provide four (4) Signed & Sealed Boundary and/or Topographic Surveys (per project scope). The Survey will be prepared with benefit of a Title Opinion (when requested in scope). The City will provide a Title Opinion if required. All matters of record will be shown (if plottable) or noted on the survey. All survey work will be accomplished in accordance with the Chapter 5J-17, F.A.C.
2. The survey will label bearings and distances, corner monuments, point of beginning, point of commencement, basis of bearings, horizontal and vertical datum references, and title search reference.
3. Site Benchmarks, elevations, and contours will be based on and referenced to an established NAVD 1988 benchmark and will include its published datum, elevation, description, and location.
4. Show and note the location of temporary benchmark (TBM) on survey (minimum of 2 required per site). TBM to be established on permanent structure ("X" in concrete, headwall, RR spike in power pole, north rim sanitary manhole, etc.). TBMs to be located within 100 feet of property line.
5. Include a standard note regarding the Contractor's responsibility to protect and/or replace post-construction all survey monumentation within the project limits by a Florida licensed land surveyor.
6. Drawing should be on 22" x 34" sheet size (unless otherwise specified).
7. Minimum scale of survey will be 1"=50'.
8. Show elevations on a 25' grid (or alternate based on proposal) including corners of property, edge of pavement, top of curb, flow line at gutter, center line and code required distance from property line at sides and rear of parcel (minimum of 25').
 - a. Show and label all breaks in grade, depressions or changes in terrain, top of bank, toe of slope, etc. (unless otherwise specified).
 - b. For existing stormwater/water features, the survey data will include the top of bank, water surface, and toe of slope/bottom elevations.
 - c. For areas where there are adjacent road rights-of-way to the project area, the survey data will be collected to the crown of road except for the entrances and exits to each park where the data will be collected to within 100' of the project boundary.
9. All horizontal points should be associated with an appropriate vertical location. All point data (northing, easting, elevation and description) will be provided to AECOM in an ASCII Point File format. The survey drawing file will include the point information compiled into a Civil 3D TIN surface (version 2020 or newer) and include all appropriate breaklines and boundary lines for accurate triangulation of data. In addition to the AutoCAD Civil 3D drawing file (version 2020 or newer), the surveyor will provide AECOM a DTM file of the surface. Some elevations may be frozen/turned off in the printed survey for clarity Surface contours will be labeled. AECC Contours, polylines with z-coordinates, and standalone text on top of the

- surface contours will not be accepted.
10. Physically set property corners, if applicable. Where construction is imminent, off-site reference accessories should be set and shown on the survey. Flag and label property corners found.
 11. Show north arrow, legend, property boundary lines with bearings (record and field), distances (record and field) and interior angles (field). Show site area in square feet and acres.
 12. Furnish numbers, blocks, parcel, subdivision, plat book/page, zoning classification, property address, owner info, Section-Township-Range (S/T/R), etc. of property, including that of each immediately adjoining parcel.
 13. Show location and dimensions of existing and proposed rights-of-way and easements.
 14. Show and dimension existing location of all on-site above ground and visible features such as buildings (with finished floor elevation), fences, sidewalks/walkways, curbs, ditches, drains, swales, sewers, edges of pavement, driveways, etc.
 15. Show and label the location, size (structure and pipe), material, and pipe invert elevations of all storm sewer and sanitary sewer structures/inlets, pipes, boxes, and manholes within the survey area.
 16. Show location and dimension of site features within 25' of site, including sidewalks, curbs, gutters, highway centerlines, and any adjacent structures that may affect building placements on subject property.
 17. Show and dimension existing location of existing off-site sanitary and stormwater structures within 100 feet of property lines.
 18. Show and dimension existing location of other visible utilities, such as poles, overhead lines, sewer/water/utility service valves or valve boxes, telephone, cable TV, natural gas, and fiber optic markers.
 - a. Include estimated linework for the utility lines showing connection between valves and boxes.
 - b. Also include name of utility companies with complete addresses and phone numbers.
 - c. Include location of nearest two (2) hydrants within 1,000 ft. of site.
 - d. Locate all underground utilities in the right-of-way, including but not limited to, gas, water, sewer, electric, telephone, and fiberoptics. Show Florida Sunshine One locate information.
 19. Include trees on-site and 25' adjacent to property lines or to edge of pavement if abutting roadway. Include elevation at base of tree, the tree species and DBH. No more than 5% of trees onsite may be listed unknown.
 20. For 'Grand Trees', Surveyors will locate dripline of designated trees.
 21. Furnish a certification to AECOM (Client) and the applicable title company, including any separate surveyor's forms or AECOM reports, if applicable.
 22. Furnish a written legal description on the drawing. If two or more ownerships are included, furnish a written description of each and a composite drawing.
 23. Drawing oriented with north arrow pointing to top of sheet or with major street on bottom and minor street on side, if applicable, north arrow to suit.
 24. ACAD drawing will be drawn with proper UCS coordinates (when applicable) and north direction referenced to the State Plan Coordinate System.
 25. Indicate Flood Zone, Community Panel Number, and Map Revision Date. If flood zone boundaries are present within/adjacent to the survey area, depict and label approximate location of flood zone lines.
 26. Identify the posted speed limit under the street names adjacent to subject property.
 27. Identify width and centerline of right-of-way adjacent to subject property.
 28. Locate and depict all pavement markings, including, but not limited to, parking stripes, lane markings, and stop bars.

The Consultant will integrate the information provided by the City to supplement and enhance the data collection process. The City will also provide available existing 3D urban context models and plans or reports for any planned City projects or private developments within the project limits. If such context models and as-builts are not available from the City, the Consultant will use current publicly available data from online sources to supplement the analysis.

Geotechnical Assessment Requirements:

Consultant will prepare geotechnical investigations provided by subconsultant Nadic Engineering. The Field Testing Program will include the following items within the project limits:

1. Coordination of boring locations, including field reconnaissance, mark boring locations at the site, utility clearance and engineering permit application with the City of Titusville.
2. Mobilization of a truck mounted drill rig and men.
3. Provide maintenance of Traffic (MOT) during the drilling operations.
4. Perform 10 Standard Penetration Test (SPT) borings to a depth of 20 feet below existing grade.
5. Perform a total of 10 pavement cores.
6. Perform eight (8) permeability tests to a maximum depth of 10 feet below existing grade.
7. Perform eight (8) auger borings to a depth of 10 feet below existing grade.
8. Collect groundwater level measurements and estimate normal wet seasonal high groundwater tables.
9. Visually examine recovered soil samples in the laboratory using the Unified Soil Classification System. Perform laboratory tests on selected representative soil samples. The laboratory testing will include grain-size analyses, Atterberg limits, organic content, natural moisture content and corrosion series testing, as appropriate.

Based on the results of the field exploration and laboratory visual classification, a geotechnical engineering assessment regarding site suitability for the development will be formulated. The report will include the following:

1. Review of readily available published geologic and topographic information, including the appropriate Quadrangle Map published by the United States Geological Survey (USGS), the "Soil Survey of Brevard County, Florida" published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) and Site Historical geotechnical engineering reports and data.
2. A Site Plan showing boring location.
3. Report of Borings indicating the general subsurface conditions encountered at each proposed project site, noting any anomalies or features which could affect construction.
4. Identification of groundwater conditions encountered and estimated seasonal high groundwater levels.
5. Engineering evaluation of field and laboratory visual classification data as well as an interpretation of the subsurface conditions with respect to the proposed construction.
6. Recommendations for asphalt pavement and concrete pavement.
7. Submit a final geotechnical report.

Limitations:

This proposal is subject to the following limitations: (1) The site is accessible to the drilling equipment assumed in this proposal. If other type of drill rig is required due to site and/or weather condition, appropriate adjustments to the fees will be made. (2) AECOM through its subconsultant NADIC bears no responsibility for damages to underground utilities and/or structures that are not located by the owner or Sunshine State One-Call. (3) Undisturbed samples, hydrometer, consolidation and triaxial tests are not included unless stated in Attachment A. (4) Environmental condition exploration and evaluation are not included in this study.

Site Base Plan and Site Analysis – Upon completion of surveys, the Consultant will prepare a Site Base Plan of the Project Limit's existing conditions.

Using the site base plan, Consultant will provide an analysis using 2D graphics and diagrams that describe strengths, weaknesses, opportunities, and threats (SWOT) of the existing conditions of the Project Limits related to pavements, water and sewer utilities, gas utilities, drainage systems, high voltage utilities, franchise utilities, traffic control, and signage.

AECOM will provide the following deliverables for Task 2:

The Consultant will supply the City with deliverables in native file format and PDF as applicable.

- One (1) series of SWOT analysis diagrams
- One (1) digital 2D Base Plan in AutoCAD Civil 3D 2021 or later format

Task 3 – Concept Design

Task 3.1 - Concept Plan

a. Design Alternatives – Prior to the preparation of up to two (2) concept plans, the Consultant and City will meet during a regularly scheduled meeting according to Project Administration task and project schedule to define the criteria by which each alternative design will vary. Upon agreement on the variations required and based on the preferred Broad Street Design Program, the Consultant will prepare the following using a combination of hand-drawn sketches (limited), digital 3D modeling tools, computer-aided drafting tools, and desktop publishing tools:

- Two (2) conceptual plans
- Up to eight (8) digital 3-D study model exported images (four (4) model exported images for each alternative)
- Up to twenty (20) precedent images

The design alternatives will be compiled into one (1) Design Alternatives package and presented to the City and CRA staff during one of the scheduled meeting events as described in Project Administration according to the project schedule. Following this meeting, the Consultant will submit the Design Alternatives package to the City for review. The package will be submitted in its original form and will not be revised based on the progress meeting discussion with the City and CRA staff prior to the submission. City is responsible for circulating the package to all required City departments, selecting one preferred alternative design and providing one (1) consolidated set of written comments to the Consultant. Consultant will not proceed with preparation of the Final Concept Plan prior to receipt of the consolidated City comments and confirms the preferred alternative design.

b. Final Concept Plan – Based on the City's selection of the preferred alternative design and the feedback from the City review of Design Alternatives Package, the Consultant will prepare one (1) Final Concept Plan Package which will be a report-style document that describes the Final Vision for Broad Street using graphics, imagery, tables, charts, and annotation. The document will be prepared using Adobe CC InDesign and will include:

- One (1) vision statement
- One (1) overall illustrative plan to include the following elements:
 - Paving materials (vehicular and pedestrian)
 - Landscape materials
 - Site furnishings

Consultant will present the Final Concept Plan Package to City and CRA staff during one of the scheduled meeting events as described in Project Administration according to the project schedule. This meeting will include an introduction to the content, time for questions, and guidance for reviewers for the expectations for comments. Following this meeting the Consultant will submit the Final Concept Plan Package to the City for review. The package will be submitted in its original form and will not be revised based on the progress meeting discussion with the City and CRA staff prior to the submission. City is responsible for circulating the package to all required City departments and providing one (1) consolidated set of written comments. Consultant will address City comments through one (1) revision of the Final Concept Plan Package.

AECOM will provide the following deliverables for Task 3.1:

The following deliverables will be provided in digital PDF format suitable for print on 8.5"x11" paper.

- One (1) Design Alternatives Package
- One (1) Final Concept Plan Package
- One (1) Revised Final Concept Plan Package if applicable

Task 3.2 - Stakeholder Engagement

The Consultant will build upon the CRA master plan and any City conducted community engagement data to guide the stakeholder engagement process.

- a) Stakeholder Meeting – The Consultant will conduct one (1) two-hour meeting with key stakeholders identified by the City. City and CRA staff, designated by the Project Managers, will attend the meeting in-person. The intent is to give key stakeholders an opportunity to provide input into the Final Concept Plan. The City will be responsible for inviting the stakeholders and providing the venue for the meeting.
- b) CRA Input Meeting – The Consultant will conduct one (1) two-hour meeting with the CRA. City and CRA staff, designated by the Project Managers, will attend the meeting in-person. The intent is to engage CRA representatives and other key stakeholders identified by the CRA an opportunity to provide input into the Final Concept Plan.
- c) Stakeholder Meeting and CRA Input Summary – Following the conclusion of the Stakeholder Meeting and CRA Input Meeting, the Consultant will prepare a summary presentation of the data collected from the stakeholder activities and CRA meeting. The Consultant will present this data to the City and CRA staff designated by the Project Managers during a regularly scheduled meeting according to Project Administration task and project schedule.

AECOM will provide the following deliverables for Task 3.2:
The following deliverables will be provided in digital PDF format

- One (1) Broad Street Stakeholder Engagement Summary
- One (1) CRA Input Meeting Summary

Task 4 - 30% Design

- a) 30% Design – Consultant will prepare a set of 30% Design documents for Broad Street based on the approved Final Concept. Documents will be coordinated between design specialties and are anticipated to include:
 - Overall site plan depicting the location of site amenities and features
 - Grading and drainage plan
 - Utility plan
 - Hardscape plan and preliminary details
 - Site furnishing schedule
 - Landscape plan and plant list
 - Irrigation plan. Irrigation controller location, electrical power source location and water tap information (available pressure, meter requirements, etc.) will be documented.
 - Lighting plan, locations of light fixtures only
 - Determine desired EV charger capability with client. Client desires up to (6) charging stations Evaluation of City and State regulatory compliance
- b) 30% Design Cost Estimate – Consultant will prepare an Opinion of Probable Cost based on the 30% Construction Documents and submit to the City for review. It is anticipated that the 30% cost estimate will be Class 3 based on the AACE Cost Estimate Classification System. Typical markups will be applied based on current market and bidding environment in the Central Florida area.
- c) 30% Design Package Meeting – Consultant will meet with the City and CRA staff during a regularly scheduled meeting according to Project Administration task and project schedule to review the package of drawings prior to releasing to the City for formal review. This review will include an introduction to the content, time for questions, and guidance for the reviewers in understanding the expectations for comments.

AECOM will provide the following deliverables for Task 4:

- One (1) set of 1" = 20'-0" plans in digital PDF-format file

Broad Street Scope of Services – AECOM

- Draft Specifications
- Cost Estimate

TASK 5 – 60% CONSTRUCTION DOCUMENTS

Based on the consolidated written comments from Client and the approved 30% Construction Documents, AECOM will prepare 60% Plans. These documents will further refine and articulate the project elements established in the 30% Construction Document Phase.

The 60% Design Package will include:

- Horizontal and Vertical Control Site Layout Plan
- Demolition, Erosion and Sediment Controls, and Tree Protection Plans and Details
- Paving, Grading and Drainage Plan and Details
- Utilities Plan and Details
- Hardscape Plans and details
- Landscape Plans, details and plant list
- Irrigation Plans; sprinkler layout, mainline and lateral pipe routing and sizing, remote-control valve locations, and diagrammatic routing of drip laterals, details and schedule
- Lighting Plan and details and materials schedule
- Electrical Plan and details including EV Charging Stations, layout of equipment and equipment ratings
- Stormwater Evaluation Narrative
- 60% Design Cost Estimate – Consultant will prepare an Opinion of Probable Cost based on the 60% Construction Documents and submit to the City for review. It is anticipated that the 60% cost estimate will be Class 2 based on the AACE Cost Estimate Classification System. Typical markups will be applied based on current market and bidding environment in the Central Florida area.

Client Review - Once the 60% Plans have been submitted, AECOM will allow 2 weeks for City to review and provide comments before moving to Final Construction Documents.

Design Review Meeting – Upon receipt of the consolidated written comments from the City and Authorities Having Jurisdiction (AHJ), AECOM will participate in one (1) virtual design review meeting to discuss the comments. AECOM will incorporate one (1) final set of comments into the Final Construction Documents. The meeting is anticipated to have a duration of up to 2 hours with up to three (3) attendants from the Consultant.

AECOM will provide the following deliverables for Task 5:

- One (1) set of 1" = 20'-0" plans in digital PDF-format file
- Draft Specifications
- Cost Estimate

TASK 6 – FINAL CONSTRUCTION DOCUMENTS

Based on the consolidated written comments from Client and the approved 60% Construction Documents, AECOM will prepare Final Plans. These documents will further refine and articulate the project elements established in the 60% Construction Document Phase.

The Final Design Package will include:

- Horizontal and Vertical Control Site Layout Plan
- Demolition, Erosion and Sediment Control, and Tree Protection Plans and Details
- Paving, Grading and Drainage Plan and Details
- Utilities Plan and Details
- Hardscape Plans and details
- Landscape Plans, details and plant list
- Irrigation Plans, details and schedule
- Lighting Plan and details and materials schedule

Broad Street Scope of Services – AECOM

- Electrical Plan and details including EV Charging Stations, full design and coordination with utility
- Refined Stormwater Evaluation Narrative
- 100% IFC Cost Estimate – Consultant will prepare an Opinion of Probable Cost based on the IFC Construction Documents and submit to the City for review. It is anticipated that this cost estimate will be Class 1 based on the AACE Cost Estimate Classification System. Typical markups will be applied based on current market and bidding environment in the Central Florida area.

AECOM will provide the following deliverable for Task 6:

- One (1) set of 1" = 20'-0" plans in digital PDF-format file
- Specifications
- Cost Estimate

Work not included in this Scope of Services (Assumptions and Exclusions):

- a. The Consultant will not provide permitting and construction administration services.
- b. The Consultant will rely on all information supplied by the Client as accurate and correct.
- c. The Client will supply the Consultant with the property deeds/legal descriptions of their property/parcels, any available as-builts of the project area, and previously-performed surveys and/or studies/reports that provide information on existing conditions
- d. The Consultant will not attend meetings with community stakeholders, authorities having jurisdiction, or any other meetings with third parties beyond those listed in this scope of work.
- e. Transportation analysis including existing conditions analysis, travel demand modeling, traffic counts, traffic signal study/analysis, traffic analysis of the no-build scenario and proposed conditions in the build-out year, and rough order of magnitude cost for transportation improvements.
- f. Roadway widening design or permitting for roadways outside of the project boundaries.
- g. Off-site (outside of project boundaries) infrastructure improvements design and/or permitting (including but not limited to off-site utilities, stormwater, etc)
- h. Fast-track design services, value engineering activities, early packages, or phased development of Construction documents.
- i. Land Use Entitlement modifications including but not limited to zoning or comprehensive planning elements.
- j. Engineering, site plan/development, and building permitting services and/or applications/fees.
- k. Utility and/or Transportation Impact and Connection Fees
- l. Maintenance of traffic designs or permitting
- m. Off-site utility improvement design and extensions.
- n. Document Reproduction beyond that noted in the proposed scope.
- o. Architectural design
- p. Water feature design
- q. Digital signage design Brand development and logo design that is different from what the City currently has.
- r. Additional survey limits may be required during the project design phase(s) depending on existing conditions. Additional survey can be provided as an additional service.
- s. 30% plans are primarily graphic based and are intended to convey basic design intent. Detailed engineering design will not be included in the 30% plans.
- t. The City determined that upgraded/new utilities designs (potable water, fire water, sanitary sewer, reclaimed water, etc.) within the Broad Street redevelopment right-of-way are not included in this scope of services.
- u. Electrical engineering services are for coordination with FPL only. Electrical engineering services

Broad Street Scope of Services – AECOM

for street lighting and other project elements are not included. These items are not part of this scope and can be provided as an additional service.

- v. The inclusion of a stormwater evaluation narrative assumes that the existing Broad Street stormwater system will be sufficient to support the streetscape redevelopment with only minor modifications to components of this existing system. If the City-selected concept design or the results of AHJ pre-application meeting(s) dictate greater stormwater requirements or require major redesign of the stormwater system, detailed stormwater modeling and/or analysis may be necessary. These items are not part of this scope and can be provided as an additional service.
- w. The project site will contain approximately 1300 linear ft of irrigated turf, native grass & point source drip irrigated plant materials.
- x. The irrigation system will utilize a potable water supply with adequate municipal pressure & flow rate to efficiently operate the irrigation system.

Optional Task – Wayfinding and Signage

AECOM will provide this optional task for the amount of \$25,130.00 in addition to the base scope if authorized by the City.

- Concept Plan Development
AECOM will prepare two (2) conceptual design options for the wayfinding sign family. Anticipated sign types include a Gateway Sign and Vehicle and Pedestrian Directional Signs. AECOM will attend the Client Review Meeting to present the signage design concepts.
- 30% Construction Documents
Signage and Wayfinding Plan and Preliminary Details
- 60% Construction Documents
Signage and Wayfinding Plan and Details
- Final Construction Documents
Signage and Wayfinding Plan and Details

PROJECT SCHEDULE

The following schedule outlines the anticipated duration in workdays for activities within the project, excluding construction phase. It is anticipated that the proposed schedule will generally be consistent with the durations listed below. The durations below do not include Client review, which is assumed to take no more than two weeks.

• Data Collection	6 weeks
• Concept Design	8 weeks
• 30% Design	8 weeks
• 60% Design	8 weeks
• Final Construction Documents	8 Weeks
TOTAL	38 weeks

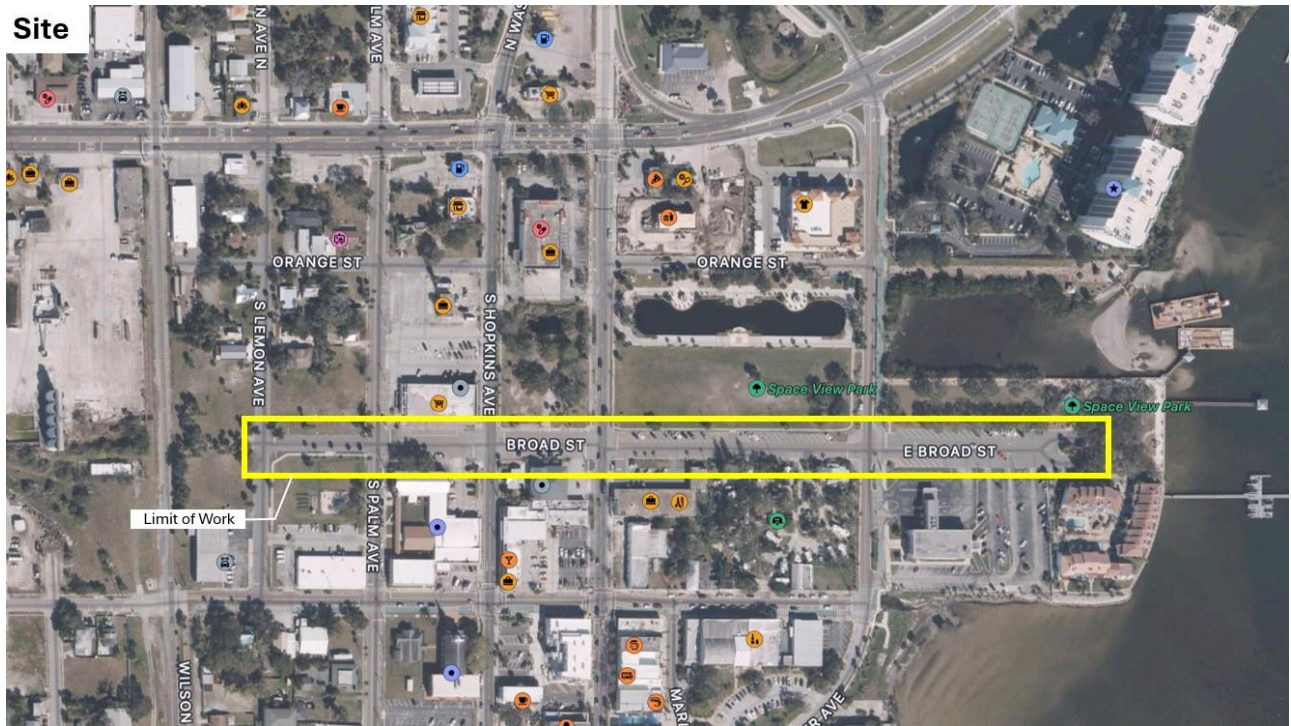
CONSULTANT'S Compensation:

The Services set forth in this Scope of Services will be compensated on the following basis:

Lump Sum \$440,825

Milestone / Deliverable	Payment Amount
Task 1 - Project Administration	\$ 31,050
Task 2 – Data Collection	\$ 106,450
Task 3 – Conceptual Design	\$ 47,600
Task 4 – 30% Design Documents	\$ 84,500
Task 5 – 60% Construction Documents	\$ 91,100
Task 6 – 100% Construction Documents	\$ 77,625
Direct Expenses	\$ 2,500.00

Attachment 1. – Project Limits



City of Titusville Budget Amendment/Transfer Form

Budget Amendment/Transfer Form

Source of Funds:				
FY2026				
Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
104-5555-515.65-00-CR2002	CR2002	NON-DEPARTMENTAL/CONSTRUCTION IN PROGRESS	\$ (65,847)	Budget Amendment
104-0000-389.11-04		RESTRICTED	\$ (94,463)	Budget Amendment
Total			\$ (160,310)	

Use of Funds:				
FY2026				
Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
104-5555-515.65-00-CR2501	CR2501	NON-DEPARTMENTAL/CONSTRUCTION IN PROGRESS	\$ 160,310	Budget Amendment
Total			\$ 160,310	

Input Name:	Budget Office Approval:	Notes: FUND SERVICES FOR BROAD STREET PAVING PROJECT
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: **Lease of Multi-Functional Copiers**
Department/Office: Purchasing and Contracting

Recommended Action:

Approve extension of a 5-year lease and maintenance of the City's current multi-functional copiers at an estimated \$40,700 annually and authorize the City Manager to execute all required agreement documents and City staff to issue the necessary purchase orders.

Summary Explanation & Background:

On August 8, 2023, Council approved the City's use of Brevard County Contract #10047 (RFP #7-22-07), effective through March 2026, with DEX Imaging for the lease and maintenance of multifunction office equipment. Through this piggyback agreement, DEX Imaging provided the City with new equipment, along with maintenance, toner, staples, and paper, at a lower lease rate than the City was previously paying.

The City's current annual lease cost is \$20,970.53, with maintenance fees of \$0.03983 per color click and \$0.01159 per black-and-white click. Based on estimated annual usage of 286,701 color clicks and 717,110 black-and-white clicks, total maintenance annual costs are estimated at \$19,730.62.

As the existing contract approaches its expiration in March 2026, DEX Imaging has provided the City with a written offer to extend the lease for an additional five (5) years at the same lease rate currently in effect for the City's copiers. Extending the agreement would allow the City to secure fixed pricing established under the 2023 contract and avoid exposure to higher current market rates, thereby stabilizing future expenditures. The annual lease and maintenance fees would remain fixed for the entire term of the extension.

Because the City received new multifunction copier equipment in 2023, the equipment is expected to have a minimum of five years of remaining service life, making it suitable for the proposed extension period. Additionally, extending the current lease would minimize operational disruptions to City departments by retaining existing equipment

and avoiding the need for replacement or transition to a new vendor.

Brevard County's copier equipment is nearing the end of its service life and will require the County to solicit a new contract subject to current market pricing. Both the County and City staff have reviewed alternative national purchasing cooperative contracts and have not identified any options that provide lower lease rates or more favorable terms than those currently available through DEX Imaging.

There is no increase in the annual lease rate as a result of the proposed extension. Costs will remain consistent with the current budgeted amounts, subject to actual usage for maintenance charges.

It is recommended that City Council approve extension of a 5-year lease and maintenance of the City's current multi-functional copiers at an estimated \$40,700 annually and authorize the City Manager to execute all required agreement documents and City staff to issue the necessary purchase orders.

Alternatives:

Do not approve extension

Item Budgeted:

Yes.

Source/Use of Funds/Budget Book Page:

Various operating budgets

Strategic Plan:

No. 3 - Financial Stability

Strategic Plan Impact:

This action is in line with Strategic Plan #3, "Financial Stability" by extending current Multifunction Office Equipment for an additional five years at the same lease and maintenance rate. In addition, minimize disruption to City departments by retaining the existing equipment.

ATTACHMENTS:

1. Dex Imaging Proposal -- City of Titusville



December 31, 2025



OFFICE TECHNOLOGY ASSESSMENT

Client:

City of Titusville

Contact:

Kevin Hoffman
(321) 725-3400
kevin.hoffman@deximaging.com

Address:

555 South Washington Ave
Titusville, FL 32796



Dear Tracy:

DEX Imaging is grateful to have the opportunity to offer a 5 year contract extension for your city wide copier fleet. This proposal includes adding 1 new copier for the Public Works Administration department. All existing equipment will remain in place. Pricing for this existing equipment will remain the same for both the lease portion and service portion of the contract.

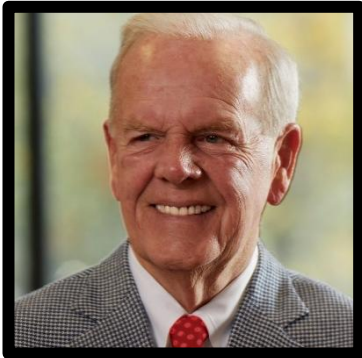
The service volume on your current fleet is very low, as compared to manufacturer recommended monthly volumes. We feel confident that this equipment will be serviceable for the next 5 years. The City of Palm Bay is a current customer and they have been a DEX customer utilizing the same Canon equipment for a 5 year contract and a 3 year contract extension.

We look forward to providing the same level of great service for the next five years.

Kindest Regards,

Kevin Hoffman
Account Manager

OUR LEADERSHIP



Dan Doyle Sr.

Chairman

In 1977, **Dan Doyle Sr.** founded **Danka Business Systems**, a single storefront office imaging dealership in Tampa, Florida.

Over a 21 year span as Danka's Founder and CEO, **Dan Doyle Sr.** grew the business from a start-up into the world's largest office equipment and service organization with 750+ offices in 35 countries and annual revenues exceeding **\$3.5 billion**.

Dan Doyle Jr.

Chief Executive Officer



From a start-up of 11 employees at a single branch in Tampa, Florida, **Dan Doyle Jr.** has grown DEX imaging to **\$350 million** in annual revenue with operations throughout the United States.

In 2013, **Dan Doyle Jr.** was awarded the prestigious **Ernst & Young Entrepreneur of the Year Award** in the **Tech Industries** category, an honor bestowed on those who have founded their own companies while also investing their time, talent, and resources towards philanthropic initiatives.

In 2014, **Governor Rick Scott** appointed **Dan Doyle Jr.** to his Florida Board of Governors.

In 2020, NSU's Huizenga College of Business and Entrepreneurship inducted Dan Doyle Jr into its prestigious Business Hall of Fame.

AN INDUSTRY LADEN WITH **CONFLICTS** OF INTEREST



The absence of a sole source provider across MFP & PRINT leaves an inherent conflict of interest that can lead to an inefficient volume distribution:

- What percentage of your consumption is MFP?
- What percentage of your fleet is PRINT?
- Where is your distribution trending?
- Have you monetized the opportunity for volume migration?
- Does your vendor share this metric with you on a regular basis?

Our Industry Has NOT Adapted and It Is Costing You Money



- The Document Imaging Industry is Shrinking
- The Cost of Technology is Shrinking
- **Publicly Traded Manufacturers** must fill these **Revenue Gaps** by:
 - ✓ Selling more & more Devices / Accessories
 - ✓ Increasing Color Consumption
 - ✓ Selling Unnecessary Software

Independent and Privately Owned

Perhaps our biggest differentiating factor is that DEX is free to make wise decisions that are aligned with our client's objectives.

DEX is NOT tied to one manufacturing line and we have NO resource restrictions. Also, as a privately-held company, DEX is NOT tied to Shareholder Revenue Reports or unrealistic income projections.

Our Unique Cultural Change



Comprehensive Team Approach = **DEX** + YOU

When it comes to Enterprise Accounts, DEX becomes an extension of your internal operations & administrative staffs. Our over-arching goal is to partner with you to achieve true cost savings, paper consumption reduction, and improved efficiencies.

In other words: DEX does the heavy lifting for you.



Solution Pricing Proposal

Presented To Tracy Bailey
 By Kevin Hoffman
 Date 12/31/2025

Main Solution Components

Quantity	Item	Item Description
1	Canon imageFORCE C5140 A3 40ppm Color Laser MFP Copier	New Machine for Public Works Administration

Financial Options

Purchase Option	Term (Months)	Monthly Payment
FMV	60	C5140 \$115.45
FMV	60	Existing Contract \$2,345.57
FMV	60	Total New Payment \$2,461.02

See last page of this document for complete list of all proposal offerings.

Recommended Plan

Total Service Investment	Meter Type	Included Service Base Impressions	CPP
	Mono	0	.01159
	Color	0	.03983

This plan includes all service, parts, staples and paper. With our exclusive Premium Maintenance plan our customers will receive Automatic Meter Readings, Automatic Toner Orders, and Online Account Management Views.

This pricing includes all existing copiers with ID numbers:

Fleet C5840i-914108, Solid Waste 4945i-914133, Police Admin. 4945i-914135, Police Admin. 4945i-914136, Police Admin. C5860i-914138, Police Admin. C5860i-914139, Police Admin. C5860i-914137, Osprey Water Facility 4945i-914134, Water Resources Field Ops. C5840i-914140, Water Resources Morning Dove C5860i-914141, Public Works C5850i-914110, Water Resources Blue Heron C5840i-914143, Fire HQ C5860i-914145, City Hall First Floor 6780i-914146, Human Resources C259if-1051687, Annex Office C5840i-914111, Clerks Office C5840i-914142, Community Development C5860i-914107, Customer Service 527if-914112, Finance C5840i-914109, Purchasing & Contracting C259if-914170, Neighborhood Services C259if-914171, Neighborhood Services C5840i-914144.

PROPOSAL ACCEPTANCE

Name and Company	Title	Signature	Date
Kevin Hoffman DEX imaging	Account Manager		
Tracy Bailey City of Titusville	Procurement Director		

MODELS AND ACCESSORIES INCLUDED

Quantity	Item	Item Description
1	Canon imageFORCE C5140 A3 40ppm Color Laser MFP Copier	
1	Canon Cassette Feeding Unit- AY1	
1	Canon Inner Finisher-N1	
1	Canon Super G3 Fax Board- AX2	

City of Titusville
"Gateway to Nature and Space"

REPORT

To: Members of the City Council
From: Thomas Abbate, City Manager
Subject: **Johnson Controls Building Solutions, LLC Annual Service Agreement**
Department/Office: Public Works

Recommended Action:

Approve the maintenance agreement in the amount of \$64,575.00 annually to Johnson Controls Building Solutions, LLC for the maintenance of the HVAC system at the Police Department and authorize staff to execute necessary purchase order and service maintenance documents.

Summary Explanation & Background:

The City currently has a service agreement with Johnson Controls Building Solutions, LLC to maintain and service the OEM HVAC equipment at the Police Department at an annual amount of \$61,500. At the December 10, 2024 and January 14, 2025 Council Meetings, City Council approved the replacement of both the chiller and boiler. Due to this new equipment, the service agreement needed to be updated. The updated annual maintenance cost is \$64,575.00 and includes: comprehensive and operational inspections, routine maintenance, such as lubrication, cleaning and tightening connections; chiller tube brushing; filter replacement; supervisory controls system verification; tower/basin cleaning; and VAV box comprehensive/controls system verification and calibration by exception.

The pricing for this maintenance utilizes Johnson Controls Building Solutions, LLC Cooperative Purchasing Sourcewell contract 070121-JHN.

It is recommended that City Council approve the maintenance agreement in the amount of \$64,575.00 annually to Johnson Controls Building Solutions, LLC for the maintenance of the HVAC system at the Police Department and authorize staff to execute necessary purchase order and service maintenance documents.

Alternatives:

Do not approve and fund replacement of the HVAC system

Item Budgeted:

Yes

Source/Use of Funds/Budget Book Page:

001-1508-539.31-01-Professional Services

Strategic Plan:

This action is necessary in order to keep the HVAC system working at Police Headquarters

Strategic Plan Impact:

Goal 2: Efficient & Effective Services

ATTACHMENTS:

1. Titusville PD PSA Proposal 2025-2026

Johnson Controls planned service proposal

Prepared for TITUSVILLE POLICE DEPARTMENT

Customer
TITUSVILLE POLICE DEPARTMENT

Local Johnson Controls Office
6830 SHADOWRIDGE DR STE 212
ORLANDO, FL 32812-9013

Agreement Start Date:
11/01/2025

Proposal Date
10/08/2025

Estimate No:
1-1QC4DF57



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for TITUSVILLE POLICE DEPARTMENT

Dear Mike,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year starting 11/01/2025 and ending 10/31/2026.
- The agreement price for first year is \$64,575.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Kenneth Vitale
Service Manager
(866) 272-4721

The power
behind your
mission

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



- 1. Identify energy savings Opportunities** Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
- 2. Reduce future repair costs**
Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
- 3. Extend asset life**
Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
- 4. Ensure productive environments**
Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished
- 5. Promote environmental health and safety**
When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Chiller Tube Brushing

Dirt, minerals (scale), and/or biological elements (algae) on chiller tubes prevent the efficient transfer of heat from the chilled water to the cool refrigerant. This requires operation of the chiller unit at lower evaporator (chiller) temperatures to accomplish the same level or capacity of cooling to satisfy building load. Johnson Controls technicians will brush the tubes to improve heat transfer and system efficiency. When required, they will make recommendations for hard mineral (scale) removal. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

Filter Replacement

Clean air filters help maintain proper airflow throughout your building. Decreased airflow can impair the performance of the cooling coil and may lead to occupant discomfort and inefficient operation of the HVAC system. Johnson Controls will replace the filters on a regular basis to maintain airflow and maximize air quality.

Operational Visit/Supervisory Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance on the supervisory controllers and servers in your Metasys system. The inspection includes the following tasks:

- Visual inspection of the control panel and cleaning as needed.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backups of controllers, objects, and server repositories.
- Review security database and ensure default passwords are changed.

Advantages: Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

Tower/Basin Cleaning

During operation, a cooling tower becomes a natural repository for wind-blown debris. This debris has a tendency to collect in the tower's sump/basin. Johnson Controls technicians will clean the tower and basin to prevent blockage and potential damage to critical system components. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

VAV Box Comprehensive/Controls System Verification and Calibration By Exception

Based on our expertise and factory recommendations, we will execute routine preventative maintenance and calibrations on the equipment controllers for your VAV boxes. This will include:

- Review of alarms, points which are offline, out of service and overridden points.
- Local backup of controller program.

We will also perform a box flow test, then perform the following inspections on suspect boxes that do not meet the test:

- Visually inspection of the control panel, clean and tighten connections as needed.
- Verification and field calibration of sensors used in control loops and alarm functions.
- Verification of control signals and sequences.

Advantages: Provides a cost-efficient way to proactively identify problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind your mission

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Planned Service Agreement

Customer Name : TITUSVILLE POLICE DEPARTMENT
Address: 1100 JOHN GLENN BLVD TITUSVILLE, FL 32780-7910
Proposal Date: 10/08/2025
Estimate #: 1-1QC4DF57

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Basic Coverage means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under Basic Coverage.

Premium Coverage means Basic Coverage plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered Premium Coverage, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified Premium Coverage, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

Extended Service means Services performed outside JCI's normal business hours and is available only if Customer has Premium Coverage. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 11/01/2025 and will continue until 10/31/2026 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred

to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$64,575.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Invoices will be sent to the following location: CITY OF TITUSVILLE
ATTN GAIL GILCHRIST
555 SOUTH WASHINGTON AVENUE
TITUSVILLE,FL 32796

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

- No: This signed contract satisfies requirement
YES: Please reference this PO
- number :

AR Invoices are accepted via e-mail:

- YES: E-mail address to be used :
- No: Please submit invoices via mail
- No: Please submit via :

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

JCI Manager: _____ Customer Manager: _____

JCI Manager Signature: _____ Customer Manager Signature: _____

Title: _____ Date: _____ Title: _____ Date: _____

JCI Branch: JOHNSON CONTROLS ORLANDO FL CB - 0N0D
Address: 6830 SHADOWRIDGE DR STE 212

ORLANDO, FL 32812-9013

Branch Phone: (866) 272-4721
Branch Email:

Johnson Controls Planned Service Proposal
Prepared for TITUSVILLE POLICE DEPARTMENT

Schedule A - Equipment List

TITUSVILLE POLICE DEPT	1100 JOHN GLENN BLVD TITUSVILLE, FL 32780-7910
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Product: Air Handling Unit (AHU), Return Air, 15-30 HP

Quantity: 12 Coverage Level: Basic	Services Provided 3 Operational 1 Belt Change 1 Comprehensive 4 Standard Pleated Filter Change
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Customer Tag	Manufacturer	Model #	Serial #
AHU #1	JCI_YORK	SOLUTION-XTI-45X87 (4263) S (0	CEBMXT0055
AHU #10			3156314
AHU #11	Carrier	39BA050899	850524742
AHU #12	Trane	TWE090B300EL	7031UKGBD
AHU #2	JCI_YORK	SOLUTION-XTI-42X81 (4263) S (0	CEBMXT0056
AHU #3	JCI_YORK	SOLUTION-XTI-30X48 (4257) S (0	CEBMXT0013
AHU #4	JCI_YORK	SOLUTION-XTI-42X81 (4263) S (0	CEBMXT0014
AHU #5	JCI_YORK	SOLUTION-XTI-33X66 (4259) S (0	CEBMXT0080
AHU #6	JCI_YORK	SOLUTION-XTI-36X42 (4258) S (0	CEBMXT0015
AHU #7	JCI_YORK	SOLUTION-XTI-33X66 (4259) S (0	CEBMXT0045
AHU #8	JCI_YORK	SOLUTION-XTI-36X72 (4261) S (0	CEBMXT0046
AHU #9			3156313

Product: Boiler, Electric, Water Tube, 51-150 HP

Quantity: 1 Coverage Level: Basic	Services Provided 3 Operational 1 Comprehensive
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Customer Tag	Manufacturer	Model #	Serial #
BOILER	Burnham Commercial	V9A/V11	00000

Product: Chiller, Water Cooled, Screw (Multiple Compressors), 121-240 Tons

Quantity: 1 Coverage Level: Basic	Services Provided 3 Operational 1 Oil Sample and Analysis 1 Condenser Tube Brushing (removal and replacement of one head only) 1 Comprehensive
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Customer Tag	Manufacturer	Model #	Serial #
CHLR #1	Carrier	30HXC126R-650-	3803Q03125

Product: Split System, Cooling Only, <7.5 Tons

Quantity: 1
 Coverage Level: Basic

Services Provided
 1 Condenser Coil Cleaning
 4 Return Air Filter Change
 3 Operational (Mid Season -
 Cooling Only)
 1 Cooling Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
COMPUTER ROOM UNIT			

Product: Pump, Condenser, 0-10 HP

Quantity: 2
 Coverage Level: Basic

Services Provided
 3 Operational
 1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
CONDENSOR PUMPS / 1			
CONDENSOR PUMPS / 2			

Product: Cooling Tower, Gravity Distribution, <300 Tons

Quantity: 1
 Coverage Level: Basic

Services Provided
 3 Operational
 1 Comprehensive
 1 Tower Cleaning

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
COOLING TOWER	Marley Cooling Towers	AV62001S	AV-241245-A1

Product: Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 0-20 points

Quantity: 1
 Coverage Level: Basic

Services Provided
 4 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
OPERATOR WORKSTATION			

Johnson Controls **Planned Service Proposal**
 Prepared for TITUSVILLE POLICE DEPARTMENT

Product: Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 0-20 points

Quantity: 12	Services Provided
Coverage Level: Basic	4 Comprehensive

Customer Tag	Manufacturer	Model #	Serial
UNT-1 AHU			
UNT-10 AHU			
UNT-11 AHU			
UNT-12 AHU			
UNT-2 AHU			
UNT-3 AHU			
UNT-4 AHU			
UNT-5 AHU			
UNT-6 AHU			
UNT-7 AHU			
UNT-8 AHU			
UNT-9 AHU			

Product: Controls (Controller/End Devices), Variable Air Volume (VAV), Johnson Controls, 0-25 points

Quantity: 55	Services Provided
Coverage Level: Basic	4 Comprehensive - By Exception

Customer Tag	Manufacturer	Model #	Serial
VMA #1			
VMA #10			
VMA #11			
VMA #12			
VMA #13			
VMA #14			
VMA #15			
VMA #16			
VMA #17			
VMA #18			
VMA #19			
VMA #2			
VMA #20			
VMA #21			
VMA #22			
VMA #23			
VMA #24			
VMA #25			
VMA #26			
VMA #27			
VMA #28			
VMA #29			
VMA #3			
VMA #30			
VMA #31			
VMA #32			
VMA #33			
VMA #34			
VMA #35			
VMA #36			
VMA #37			
VMA #38			

- VMA #39
- VMA #4
- VMA #40
- VMA #41
- VMA #42
- VMA #43
- VMA #44
- VMA #45
- VMA #46
- VMA #47
- VMA #48
- VMA #49
- VMA #5
- VMA #50
- VMA #51
- VMA #52
- VMA #53
- VMA #54
- VMA #55
- VMA #6
- VMA #7
- VMA #8
- VMA #9

Product: Controls (Controller/End Devices), Metasys Performance Verification, Johnson Controls, 1 Engine

Quantity: 1 Coverage Level: Basic	Services Provided 1 Performance Verification
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Customer Tag	Manufacturer	Model #	Serial #
	JCI_YORK		1-17CX7DKO

Product: Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points

Quantity: 1 Coverage Level: Basic	Services Provided 4 Operational
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Customer Tag	Manufacturer	Model #	Serial #
	JCI_YORK		1-17CX7DL4

Product: Pump, Chilled Water, 0-10 HP

Quantity: 2 Coverage Level: Basic	Services Provided 3 Operational 1 Comprehensive
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Johnson Controls **Planned Service Proposal**
 Prepared for TITUSVILLE POLICE DEPARTMENT

Customer Tag	Manufacturer	Model #	Serial #
	JCI_YORK		1-17CX7DMX

Product: Pump, Hot Water, 0-10 HP

Quantity: 2
 Coverage Level: Basic

Services Provided
 3 Operational
 1 Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
	JCI_YORK		1-17IJPY0H
	JCI_YORK		1-17FT54NI

Enhanced Tier
Product: Controls, Building Automation System, Non-Connected System

Quantity: 1
 Coverage Level: Basic

Services Provided
 1 Non-Standard Service Delivery Fee

Customer Tag	Manufacturer	Model #	Serial #
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Equipment tasking

Air Handling Unit (AHU), Return Air, 15-30 HP

Belt Change	<p>All work must be performed in accordance with Johnson Controls safety policies</p> <p>Check with appropriate customer representative for operational deficiencies</p> <p>Perform belt change procedures</p> <p>Remove and dispose any debris from any maintenance activity</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
Standard Pleated Filter Change	<p>All work must be performed in accordance with Johnson Controls safety policies</p> <p>Check with appropriate customer representative for operational deficiencies</p> <p>Turn equipment off</p> <p>Remove dirty filters</p> <p>Install new filters</p> <p>Turn equipment on</p> <p>Dispose of dirty filter appropriately</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
Comprehensive	<p>All work must be performed in accordance with Johnson Controls safety policies</p> <p>Check with appropriate customer representative for operational deficiencies</p> <p>Visually inspect damper(s)</p> <p>Check condition of pulleys and belts</p> <p>Check for proper fan operation</p> <p>Check condition of coils</p> <p>Check condition of filters</p> <p>Record temperatures and pressures (if applicable)</p> <p>Check for unusual noise and vibration</p> <p>Check for deterioration of gaskets and seals</p> <p>Check overall condition of unit</p> <p>Visually inspect for fluid leaks of coils and connecting piping</p> <p>Check starter/contactors</p> <p>Check and tighten electrical connections</p> <p>Check damper operation and lubricate as required</p> <p>Visually check control valve(s)</p> <p>Lubricate blower and motor bearings</p> <p>Clean condensate pan and clear drain line</p> <p>Check condition of blower assembly</p> <p>Remove and dispose any debris from any maintenance activity</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
Operational	<p>All work must be performed in accordance with Johnson Controls safety policies</p> <p>Check with appropriate customer representative for operational deficiencies</p> <p>Inspect motor mounting isolators</p> <p>Check for integrity of cabinet hardware</p> <p>Visually inspect damper(s)</p> <p>Verify damper operation</p> <p>Check condition of pulleys and belts</p> <p>Check for proper fan operation</p>

- Check condition of coils
- Check condition of filters
- Record temperatures and pressures (if applicable)
- Check condensate drain
- Visually inspect electrical connections
- Check for unusual noise and vibration
- Check overall condition of unit
- Visually inspect for fluid leaks of coils and connecting piping
- Document tasks performed during visit and report any observations to appropriate customer representative

Boiler, Electric, Water Tube, 51-150 HP

Operational

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Blow down boiler
- Check for proper operation of electric heaters
- Visually inspect electrical components for signs of over heating
- Check boiler relief valves for leakage
- Verify proper operation of low water cut-out control
- Check hot water/steam temperature and pressure
- Check proper operation of make-up water valve
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Visually inspect electrical components for signs of over heating
- Check and tighten electrical connections
- Lift relief valve to ensure proper operation
- Check boiler relief valves for leakage
- Drain boiler, open hand hole covers and clean as needed (if applicable)
- Disassemble and clean low water cut-out
- Fill boiler and check for proper operation of make-up water valve
- Verify proper operation of low water cut-out control
- Check contactor(s)
- Check operating controls
- Check all safety controls
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Chiller, Water Cooled, Screw (Multiple Compressors), 121-240 Tons

Condenser Tube
Brushing (removal and replacement of one head only)

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Isolate tubes
- Drain water from tubes
- Remove head

Mechanically brush tubes
 Replace gasket
 Replace head
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Oil Sample and Analysis

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies Remove sample in approved container
 Drop off for analysis
 Label and complete paperwork indicating present operating conditions
 Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Review control panel for proper operation and recorded fault histories
 Check for proper condenser and chilled water flow
 Check system pressures and temperatures
 Check refrigerant charge (sight glass)
 Check oil separator level
 Check for proper capacity control operation
 Check for proper oil temperature and pressure
 Check for visual signs of refrigerant/oil leak(s)
 Check for unusual noise and vibration
 Check overall condition of unit
 Check for proper operation of oil return system
 Record and log all operating parameters
 Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Review control panel for proper operation and recorded fault histories
 Conduct refrigerant leak check
 Check oil separator level
 Verify oil heater operation
 Perform lock-out and tag-out procedure
 Inspect contactors for wear
 Meg compressor motors and record results
 Check and tighten electrical connections
 Perform preventative procedures to flow proving devices
 Check for unusual noise and vibration
 Check overall condition of unit
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 0-20 points

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies
Create local back up of existing program and store on on-site computer and on-site media
Verify unit is controlling to set points by checking sequences of operations and PID loops
Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals.
Notify customer of any issues with those devices
Identify and notify customer of abnormal point communications
Identify and notify customer of current overrides (e.g. out of service) and negative impacts
Identify and notify customer of all current alarms and negative impacts
Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions (as sensor type and controller options allow)
Visually validate system outputs from the field controller
Validate controls safety circuit and alarm verification (coordinate with customer)
Tighten electrical connections
Check overall condition of panel and perform visual inspection of unit and surrounding area
Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Metasys Performance Verification, Johnson Controls, 1 Engine

Performance Verification

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Use compressed air to remove dust from computer case openings and verify operation of CPU and case fans
Execute Performance Verification to identify abnormal supervisory device communications.
Execute Performance Verification to identify abnormal diagnostic results (e.g. unbound references, object count).
Back up all supervisory controllers and OWS/server devices
Archive object database for Metasys system
Ensure security database is consistent across devices and that default passwords have been changed
Back up all server repository databases (e.g. trends, alarms, etc.)
Document tasks performed during visit and report any observations to appropriate customer representative
Complete and review the Performance Verification Summary report with the customer.

Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points

Operational

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Use compressed air to remove dust from computer case openings and verify operation of CPU and case fans
Execute Performance Verification to identify abnormal supervisory device communications.
Execute Performance Verification to identify abnormal diagnostic results (e.g. unbound references, object count).

Back up all supervisory controllers and OWS/server devices
Archive object database for Metasys system
Ensure security database is consistent across devices and that default passwords have been changed
Back up all server repository databases (e.g. trends, alarms, etc.)
Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Variable Air Volume (VAV), Johnson Controls, 0-25 points

Comprehensive -
By Exception

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Create local back up of existing program and store on on-site computer and on-site media
Run VAV box flow test and visually inspect suspect boxes (coordinate access with customer)
Verify unit is controlling to set points by checking sequences of operations and PID loops
Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals.
Notify customer of any issues with those devices
Identify and notify customer of abnormal point communications
Identify and notify customer of current overrides (e.g. out of service) and negative impacts
Identify and notify customer of all current alarms and negative impacts
Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions (as sensor type and controller options allow) on suspect boxes
Visually validate system outputs on suspect boxes from the field controller
Validate controls safety circuit and alarm verification on suspect boxes (coordinate with customer)
Tighten electrical connections on suspect boxes
Check overall condition of panel and perform visual inspection of unit and surrounding area
Document tasks performed during visit and report any observations to appropriate customer representative

Controls, Building Automation System, Non-Connected System

Non-Standard Service
Delivery Fee

All work must be performed in accordance with Johnson Controls safety policies

Cooling Tower, Gravity Distribution, <300 Tons

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check condition of sump and basin
Check for proper operation of make up water controller and adjust as needed
Disassemble and clean sump level sensor (if applicable)
Check for proper condenser water temperature control (if applicable)
Check operation of bypass valve (if applicable)
Check condition of tower fill

- Check for blockage in water distributors
- Check fan mechanical drive system and lubricate per manufacturer's recommendation
- Check belt(s) (if applicable)
- Check and tighten electrical connections
- Check operation of basin heater (if applicable)
- Check tower sump screens
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Check condition of sump and basin
- Check for proper operation of make up water controller
- Check for proper condenser water temperature control (if applicable)
- Check operation of bypass valve (if applicable)
- Check condition of tower fill
- Check for blockage in water distributors
- Check fan mechanical drive system
- Check belt(s) (if applicable)
- Check operation of basin heater (if applicable)
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Tower Cleaning

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Drain tower and basin
- Remove soot and debris
- Clean basin
- Fill tower and basin
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Pump, Chilled Water, 0-10 HP

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Check for leaks
- Check coupling
- Lubricate pump and motor bearing(s) per manufacturer's recommendation
- Record and log all operating parameters
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies
Check for leaks
Check pressures
Visually inspect coupling
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Pump, Condenser, 0-10 HP

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check for leaks
Check coupling
Lubricate pump and motor bearing(s) per manufacturer's recommendation
Record and log all operating parameters
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check for leaks
Check pressures
Visually inspect coupling
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Pump, Hot Water, 0-10 HP

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check for leaks
Check coupling
Lubricate pump and motor bearing(s) per manufacturer's recommendation
Record and log all operating parameters
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check for leaks
Check pressures
Visually inspect coupling
Check for unusual noise and vibration

Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Split System, Cooling Only, <7.5 Tons

Return Air Filter Change All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Turn equipment off
Remove dirty filters
Install new filters
Turn equipment on
Dispose of dirty filter appropriately
Document tasks performed during visit and report any observations to appropriate customer representative

Condenser Coil Cleaning All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Spray coil(s) with chemical solution
Rinse coil(s) thoroughly with water
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Comprehensive All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check and tighten electrical connections
Check contactor(s)
Check condition of condenser coil
Check condenser fan motors and blades
Check blower motor operation
Lubricate blower and motor bearings (if applicable)
Check condition and alignment of pulley and belts (if applicable)
Check condition of filters
Clean condensate pan and clear drain line (if readily accessible)
Check for visual signs of refrigerant/oil leak(s)
Check for unusual noise and vibration
Record and log all operating parameters
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Operational (Mid Season - Cooling Only) All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check condition of condenser coil
Check condenser fan motors and blades
Check condensing unit electrical connections and contactor(s)
Check blower motor operation
Check condition of filters
Check condition of pulley and belts (if applicable)
Check condensate system
Check for visual signs of refrigerant/oil leak(s)

Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	<u>Payment Frequency</u>
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Special Additions and Exceptions

Johnson Controls Standard Service Terms: One PSA

Terms

These terms cover the services and equipment provided by Johnson Controls. This Agreement includes the proposal, these terms, City Addendum – Additional Terms and any referenced links. Conflicts are resolved in that order.

Scope of Work

We will provide the services or equipment described in the proposal. If the services include planned maintenance of equipment, only the equipment set forth in our proposal is covered by our services (“**Covered Equipment**”). Unless otherwise agreed in the proposal, services are performed during our normal working hours, excluding holidays. We reserve the right to modify or substitute materials.

Payment Terms

Services fees are paid annually due 30 days from the date the invoice is received by the Customer. Payment will be made via EFT/ACH, unless stated otherwise. Payment is required before services are performed or equipment is ordered or installed. Failure to pay on time is a breach that permits us to suspend or delay services until full payment is received, without liability, or to terminate this Agreement. Interest may also be charged on unpaid amounts at the lesser of 1.5% per month (19.56% annually) or the highest rate permitted by law. If you require a purchase order number to process payments, you must provide it to us. Any invoice issued in connection with a valid renewal of this agreement will be due. No purchase order number is required to be received by JCI for emergency services you request as deemed by the Customer’s Management onsite.

Prices

Prices do not cover taxes, fees, duties, tariffs, permits and levies or other charges imposed and/or enacted by a government. You are responsible for these items unless you provide an acceptable exemption certificate. If we need to pay any of these items or the exemption certificate is invalid or only covers some of these items, you must reimburse us on demand for the amounts owing. Prices may be adjusted at any time to reflect changes in costs, labor or market conditions upon written notification to the Customer’s Management prior to services or commodities being provided. Additional charges will be required for: (i) changes to these services or the Covered Equipment; (ii) additional services or equipment; (iii) unexpected site conditions or issues with the Covered Equipment; (iv) for service, warranty or alarm calls caused by Customer negligence; (v) changes required to comply with laws, codes and regulations (“**Laws**”), including prevailing wage laws; and (vi) costs to notify and dispatch emergency personnel. JCI may request a written adjustment to prices on equipment or parts being ordered prior to shipment or installation to cover JCI’s increases in costs from raw materials, third party products, any new or additional tariffs, duties, quotas, taxes, the withdrawal of trade agreement concessions or any unforeseen or other extra cost elements. The Customer reserves the right to deny such request and cancel orders if funding is not available to cover such cost.

Limited Warranty

We warrant that all services will be performed in a good and workmanlike manner. These services are warranted for a period of 90 days from the date of performance. Equipment we provide is also warranted to be free from defect in materials and workmanship for 90 days from installation. No warranty is provided for third-party equipment we install or furnish. However, JCI’s services related to said third- party equipment will be warranty for a period of 90 days. Third-party HVAC and controls equipment is provided with the third-party manufacturer’s warranty to the extent available. This limited warranty does not cover failures, defects, or damages caused in whole or in part by: (i) misuse, neglect, accident, Force Majeure, changes to your premises, or installation, maintenance or repairs not performed by us; (ii) environmental, electrical or other causes beyond our control; (iii) normal wear and tear or corrosion; (iv) use of unauthorized replacement parts or products or using the equipment for purposes not intended by the manufacturer; or (v) issues arising from your failure to comply with this Agreement or your obligations. To qualify for warranty consideration, you must notify us in writing of your warranty claim prior to the end of the warranty period, complete all instructions on warranty procedures and provide us with reasonable site access to inspect the equipment and/or perform any necessary warranty work. Your sole remedy is to have defective services re-performed or equipment repaired or replaced with mutual agreement. **THESE**

WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You need to determine if our equipment is suitable for your use.

Warranty service does not cover: (i) system upgrades and replacing obsolete systems, equipment, or consumable parts and components ; (ii) reloading, updating, or maintaining software; (iii) additional costs for access, deinstallation, re-installation and transportation; and (iv) the exclusions set out in the Supplemental Terms. If you call us for warranty service and the problem is due to any of these reasons, we may charge you for the service call based on hourly street rate, even if we do not work on the equipment. We may offer these services at an extra cost.

Customer Obligations

You must provide all relevant information about the equipment and premises, follow all applicable Laws and ensure us safe access. You must operate, test, maintain, and repair the equipment according to manufacturer and our recommendations and notify us immediately of any issues.

In addition, you agree to, (i) obtain necessary licenses and permits and pay related fees and taxes; (ii) provide a suitable environment for the equipment as recommended by us or the manufacturer including heat to avoid freezing; (iii) supply the necessary electrical service, power, heat, heat tracing, water and schematics ; (iv) provide proper water treatment for condensers, cooling towers, and boilers, and protect against environmental issues; (v) set and test alarm systems as recommended by us or the manufacturer; (vi) avoid causing false alarms and reimburse us for any fines or fees caused by Customer negligence; (vii) notify all necessary parties, such as local authorities and monitoring providers, about system testing or repairs; (viii) keep accurate and up-to-date work logs for the equipment; and (ix) take precautions for Covered Equipment failure to prevent injury or property damage. If you do not meet any of these obligations, we are not responsible for equipment breakdowns, repairs, or replacements. We can suspend services until these issues are fixed and charge for any corrective work needed.

For equipment connected to your computer network, we provide and install the software to run the equipment and connect to it based on the network settings you provide. You must provide us with secure access to your computer network as required in our specifications. If we cannot connect to the network or need extra equipment for connectivity, additional charges may apply. Our services do not include changes to the network, security, or firewall settings. You are solely responsible to protect your data, computer network, and products networked or connected to the Internet; and we are not responsible for any loss or damage, as allowed by Law. You should back up data and software before services are performed. You must promptly remove any devices that interfere with the operation of the Covered Equipment.

Insurance

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT.

JCI is responsible to obtain and maintain insurance of the character and in the amount of "General Liability of \$1,000,000; Automobile Liability of \$1,000,000; and Workers Compensation in the amount of \$500,000 and that will provide adequate protection to JCI and Customer against all liabilities, damages, and accidents at the Customer's premises. The insurance obtained by JCI is subject to the approval of Customer and shall name the Customer as an additional insured in its GL and AL policies. Policies shall be primary and non-contributory and shall be endorsed to provide of Wavier of Subrogation in favor of the City (Customer).

Indemnity

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to the "Limitations of Liability" section below.

The foregoing indemnification does not waive any defense of sovereign immunity and shall not waive the damage limits set forth in Section 768.28, Florida Statutes, nor shall it be construed to constitute an agreement by any party to indemnify any other party for such other party's negligent, willful, or intentional acts or omissions

Limitations on Liability

Neither we or our suppliers or vendors ("JCI Parties") are liable for special, incidental, consequential, punitive or indirect damages, or for lost profits, revenue, data or business interruption. The total liability of the JCI Parties is limited to \$250,000 or 12 months of fees paid to Johnson Controls under this Agreement, whichever is less.

Claims Limitation; Forum; Choice of Law

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. This Agreement shall be subject to and governed by the laws of the State where the Services are performed, with disputes resolved in Orlando, Florida. Any claims by you must be brought within one year. In the event of a court proceeding, each party shall be responsible for its own legal cost including attorney's fees. The parties waive their right to a jury trial, however, the parties may mutually agree to a jury trial at any point.

Term and Termination

The term of this Agreement is set out in the proposal and renews automatically for successive terms equal to the length of the original term unless either party gives 60 days' prior written notice of termination to the other party before the end of a term or the parties agree in writing on a different length of renewal term. Either party can terminate for cause with 10 days' notice, but only after written notice the defaulting party has 30 days to cure any alleged default. We can terminate immediately with a prorated refund to the Customer for the remaining service period, if we can no longer service the Covered Equipment for whatever reason including if we stop selling the Covered Equipment, providing the services or if we cannot obtain equipment, parts or support the technologies. This Agreement may be terminated by either party for convenience by providing a 30 days' written notice. Should JCI terminate without cause a prorated refund of the annual service fees shall be due to the Customer. Upon termination, Customer will pay all amounts owed and provide access for JCI to remove any of our property located at your premises and reprogram systems.

Access and Hazardous Materials

You must provide us with reasonable and safe access to the Covered Equipment. We will follow our health and safety policies and applicable Laws. You must inform us of any hazardous conditions or materials (e.g., mold, asbestos containing materials, biohazards) and you are responsible for resolving, removing and disposal. If we encounter hazardous conditions or materials, we may stop work without liability, and you are required to provide us with reasonable evidence of abatement before we will restart work. Additional charges may apply if access to a confined space is required. These additional charges will be provided the Customer Management for approval prior to services rendered.

Force Majeure

We are not in breach or liable for any delays or failures caused, in whole or in part, by any events beyond our control, such as natural disasters, severe weather, public health risks, government actions, cyberattacks, civil disturbances, labor disputes, strikes or shortages of parts or materials ("Force Majeure"). You must allow us additional time to perform the services and reimburse us for increased costs due to such events.

Data and Intellectual Property; Digitally Enabled Services

You own your data, but we may use it to perform services and you grant us a perpetual, worldwide, irrevocable, royalty free license to use your building data on a de-identified basis. We retain rights to any intellectual property created. Digital enabled services mean services provided under this Agreement that employ our software and cloud-hosted software offerings and tools. They may include, but are not limited to, (i) remote inspection, (ii) advanced equipment fault detection and diagnostics, and (iii) data dashboarding and health reporting. Digital enabled services may require data collection, and you consent to this.

Software-Digital Solutions

Use of our software, including software to provide digital enabled services and solutions, is governed by our standard terms at <https://www.johnsoncontrols.com/techterms>. These terms apply to the software you are allowed to use, but we retain ownership and rights to the software, including improvements. If provided as part of our services, third-party software is subject to its own terms.

Privacy

If provided to us, we will process personal data according to our Data Processing Agreement at www.johnsoncontrols.com/dpa and adhere to our privacy notice at <https://www.johnsoncontrols.com/privacy>. You consent to this processing and will ensure all necessary consents are obtained.

Miscellaneous

Notices must be in writing. This Agreement cannot be assigned without our consent; any assignment without our consent is void. We can assign this Agreement, in whole or in part, or subcontract the work, without notice. Invalid, illegal or unenforceable provisions do not affect the rest of this Agreement. This Agreement is subject to specific supplemental terms located at www.johnsoncontrols.com/legal/one-psa-supplemental-terms. In addition, if you request us to perform any work outside the scope of this Agreement, you consent to it being performed subject to our standard customer terms then in effect at www.johnsoncontrols.com/customerterms. This Agreement is the entire contract and supersedes prior written or oral communications and documents, and terms in any purchase order or other documents you later provide are rejected. We may convert this Agreement to an electronic format.

City Addendum – Additional Terms

1. **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.

2. **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.

3. **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.

4. **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).

5. **E-VERIFY.** As a condition precedent to entering into an Contract 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 Contract.
- b) The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the Contract with the person or entity.
- c) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the Contract with the subcontractor.
- d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this 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.
- 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.

6. **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 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.

7. **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.

8. **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.

[END OF DOCUMENT]

Johnson Controls Standard Service Terms: One PSA, version 6.12.2025

City of Titusville
"Gateway to Nature and Space"

REPORT

To: Members of the City Council
From: Thomas Abbate, City Manager
Subject: **Termination and Release of Easement and Bill of Sale**
Department/Office: Community Development

Recommended Action:

Accept the Termination and Release of Easement and Bill of Sale.

Summary Explanation & Background:

An existing 50-foot wide utility easement in favor of the City of Titusville was put in place on property located at 2727 Demaret Drive to provide municipal utility service for a project that was never developed. A permit was recently issued to construct the Apollo Gardens development at the same location and the existing utilities and easement are no longer necessary. Acceptance of the Termination and Release of Easement will require the developer to remove the utilities. Enclosed is a letter of no objection from the Public Works Department. No other agencies objected to the elimination of the easement. In addition, it is necessary to accept the Bill of Sale to convey ownership of the utilities from the City to the property owner.

It is recommended that City Council accept the Termination and Release of Easement and Bill of Sale

Alternatives:

Do not accept the Termination and Release of Easement

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Termination and Release of Easement
2. 2727 Demaret Drive Easement Request
3. Bill of Sale

Instrument Prepared by and
After Recording Return to:

City of Tallahassee
Post Office Box 2806
Titusville, FL 32796-2806

TERMINATION AND RELEASE OF EASEMENT

THIS TERMINATION AND RELEASE OF EASEMENT is made and entered into as of this _____ day of _____, 2026, by and between **APOLLO GARDENS, LLLP**, a Florida limited liability limited partnership (the “**Owner**”), owner of the property located at 2727 Demart Drive, Titusville, FL (the “**Property**”) as more specifically described in Exhibit “A” attached hereto and made part hereof, and the **CITY OF TITUSVILLE**, a municipal corporation of the State of Florida (the “**City**”).

WHEREAS, there is a certain 50-foot easement running in the Northwest/Southeast direction along Western boundary of the Property (the “**Easement**”), and more specifically described in Exhibit “B” attached hereto and made part hereof; and

WHEREAS, that certain Easement was entered in favor of the City and recorded on August 8, 1979, in Deed Book 2087, at Page 1989 of the Public Records of Brevard County, attached hereto as Exhibit “B”; and

WHEREAS, the Easement is composed of water and sewer facilities and is located within an area of the Property; and

WHEREAS, Owner’s application for the redevelopment of the Property into an 84-unit affordable housing development (“**Development**”) has been approved, subject to the terms and conditions contained in the Site Plan; and

WHEREAS, Owner has requested that the City terminate the Easement and has agreed to convey to the City any replacement easements on the Development which the City Manager deems necessary; and

WHEREAS, the City is authorized to terminate and release the Easement, and the City Manager is authorized to accept replacement easement rights on the Development; and

WHEREAS, Owner shall be responsible for the relocation, removal, recording in public records, and any and all associated costs relating to the termination and/or replacement of the Easement;

NOW THEREFORE, in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Easement is hereby fully canceled, terminated, extinguished, and released and shall have no further force or effect and shall no longer bind the Property.
3. Owner and the City of Titusville hereby direct the Clerk of the Circuit Court of Brevard County to cancel the same of record.

[The remainder of this page is intentionally left blank. Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Bill of Sale to be executed and delivered under seal by its duly authorized representative as of the date first written above.

Signed, sealed and delivered
in the presence of:

BUYER:

APOLLO GARDENS, LLLP, a Florida limited liability limited partnership

Witness
Name: _____
Address: _____

By: Carrfour Supportive Housing, Inc., a Florida not-for-profit corporation, its General Partner

Witness
Name: _____
Address: _____

By: _____
Name: Stephanie Berman-Eisenberg
Title: President
Address: 1398 SW 1st Street, 12th Floor, Miami, Florida 33135

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2025, by Stephanie Berman-Eisenberg, as President of Carrfour Supportive Housing, Inc., a Florida not-for-profit corporation, the General Partner of Apollo Gardens, LLLP, a Florida limited liability limited partnership, on behalf of the corporation and the partnership. She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Name: _____
Commission No.: _____
My Commission Expires: _____

[Signatures Continue on the Following Page]

Exhibit "A"

LEGAL DESCRIPTION OF PROPERTY

Commencing at the Northwest corner of Lot 1, Block 27, as shown on the Plat of ROYAL OAK GOLF & COUNTRY CLUB, SECTION No. 4, recorded in Plat Book 20, Page 83, of the Public Records of Brevard County, Florida; run thence North 40°00'00" East along the Northerly extension of the Easterly right of way line of Royal Oak Drive, as shown on said plat, 170.00 feet to a point on the Southerly right of way line of Harrison Street; thence South 50°00'00" East along said right of way line 505.01 feet to the point of curvature of a circular curve concave Northeasterly; having a radius of 605.20 feet and a central angle of 30° 30'00", thence Southeasterly along the arc of said curve, 322.16 feet to the point of tangency of said curve; thence South 80°30'00" East, 325.16 feet; thence South 2°16'26" East, along the East line of the Northwest 1/4 of Section 16, a distance of 518.45 feet to the Point of Beginning of the lands herein described; thence North 88°30'20" East along the North line of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 16, a distance of 661.38 feet; thence South 01°53'37" East along the East line of said Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4, of Section 16, a distance of 676.93 feet; thence South 87°57'44" West along the South line of said Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 16, a distance of 135.00 feet; thence South 88°06'23" West 238.51 feet to a point on the existing Golf Course boundary; thence run along said Golf Course boundary North 44°41'45" West, 14.66 feet; thence North 45°18'15" East, 200.00 feet; thence North 44°41'45" West, 546.57 feet to the point of curvature of a circular curve concave Northeasterly, having a radius of 200.00 feet; thence Northwesterly along the arc of said curve through a central angle of 42°19'08", a distance of 147.72 feet to the Point of Beginning.

EXHIBIT "B"

Legal Description of Easement

An easement for drainage and utilities lying in Section 16, Township 22 South, Range 35 East, City of Titusville, Brevard County, Florida, described as follows: A 50 foot easement lying 25 feet each side and measured perpendicular to the following described centerline: Commencing at the northwest corner of the northeast 1/4 of said section, thence run S. 2° 16' 26'' E, along the easterly right of way line of Demaret Drive (a 50 foot right of way), 683.21 feet to the Point of Curvature of a curve concave northeasterly and having a radius of 200 feet; thence southerly along the arc of said curve through a central angle of 42° 25' 19'', 148.08 feet to the Point of Tangency; thence S 44° 41' 45'' E, 110.20 feet to the Point of Beginning of the lands herein described; thence N 45° 18' 15'' E, 53.66 feet to the Point of Curvature of a curve concave southeasterly and having a radius of 150.00 feet; thence easterly along the arc of said curve through a central angle of 42° 48' 08'', 112.06 feet to the Point of Tangency; thence N 88° 06' 23'' E, 206.94 feet to the Point of Curvature of a curve concave southwesterly along the arc of said curve through a central angle of 90°, 78.54 feet to the Point of Tangency; thence S 1° 53' 37'' E, 205.41 feet to the Point of Curvature of a curve concave northwesterly and having a radius of 150.00 feet; thence southwesterly along the arc of said curve through a central angle of 47° 11' 52'', 123.56 feet to the Point of Tangency; thence S 45° 18' 15'' W, 60.51 feet to a point on the northeasterly right of way line of said Demaret Drive and the termination of said easement.

City of Titusville

"Gateway to Nature and Space"

PUBLIC WORKS DEPARTMENT
2000 S WASHINGTON AVE
TITUSVILLE, FLORIDA 32780



ENGINEERING
(321)-567-3859

www.titusville.com

December 29, 2025

Giuliano D'Arrigo
Carrfour Supportive Housing, Inc.
1398 SW 1st St, 12th Fl
Miami, FL 33135
gdarrigo@carrfour.org

RE: Easement Vacation Request- 2727 Demaret Drive

Dear Mr. D'Arrigo,

The Public Works Department has reviewed the information you have provided in respect to public works infrastructure. There is no objection to your request. The Public Works Department does contain various utilities in the easement of described area but as part of the development of this property the infrastructure will be removed with the development and new infrastructure with necessary easements will be provided.

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: Sandra Reller, Acting Public Works Director
Brad Parrish, Community Developer Director

Instrument Prepared by and
After Recording Return to:

City of Titusville
Post Office Box 2806
Titusville, FL 32796-2806

BILL OF SALE

THIS BILL OF SALE, is made and entered into as of this _____ day of January, 2026, by and between **APOLLO GARDENS, LLLP**, a Florida limited liability limited partnership (the “**Buyer**”), owner of the property located at 2727 Demart Drive, Titusville, FL, and the **CITY OF TITUSVILLE**, a municipal corporation of the State of Florida (the “**Seller**”).

1. Conveyance. For and in consideration of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which Seller hereby acknowledges, Seller hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to Buyer, all of Seller’s right, title, and interest in all those certain goods and chattels (the “**Property**”) located on or benefiting certain real property as more particularly described in Exhibit “A” attached hereto and made a part hereof, such goods and chattels described as follows:

ALL OF THE ON-SITE AND/OR OFF-SITE WATER AND SEWER LINES, MAINS, AND SANITARY SEWER LIFT STATION

2. Representations and Warranties. Seller represents and warrants that: (1) Seller is lawfully seized of the Property; (2) Seller has the right and authority to sell and convey the Property; (3) Seller is conveying good and valid title to the Property, free and clear of all encumbrances, debts, mortgages, attachments, pledges, charges, claims, and liens of any kind; (4) Seller shall warrant and defend the right to convey the Property against the lawful claims and demands of all persons; (5) Seller has no knowledge of any latent or patent defects with any facilities or systems on the Property; and (6) Seller has the full contractual right, consent, and lawful authority to take the actions as described in this instrument.

3. Buyer’s Responsibilities. The Property may include roads, lines (water, sewer, or other), drainage facilities or systems, or other facilities or systems that will become the responsibility of Buyer.

4. Assignment of Claims. Seller hereby assigns, transfers, and conveys to Buyer any and all rights and remedies against any and all firms or entities that may have caused any latent or patent defects including, but not limited to, any and all warranties, claims, and other forms of indemnification.

5. Counterparts. This Bill of Sale may be executed in counterparts, each of which, when executed, shall be deemed an original, and all of which shall be deemed one and the same instrument.

[The remainder of this page is intentionally left blank. Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Bill of Sale to be executed and delivered under seal by its duly authorized representative as of the date first written above.

Signed, sealed and delivered
in the presence of:

BUYER:

APOLLO GARDENS, LLLP, a Florida limited liability limited partnership

Witness
Name: _____
Address: _____

By: Carrfour Supportive Housing, Inc., a Florida not-for-profit corporation, its General Partner

Witness
Name: _____
Address: _____

By: _____
Name: Stephanie Berman-Eisenberg
Title: President
Address: 1398 SW 1st Street, 12th Floor, Miami, Florida 33135

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2026, by Stephanie Berman-Eisenberg, as President of Carrfour Supportive Housing, Inc., a Florida not-for-profit corporation, the General Partner of Apollo Gardens, LLLP, a Florida limited liability limited partnership, on behalf of the corporation and the partnership. She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Name: _____
Commission No.: _____
My Commission Expires: _____

[Signatures Continue on the Following Page]

EXHIBIT "A"

Legal Description

An easement for drainage and utilities lying in Section 16, Township 22 South, Range 35 East, City of Titusville, Brevard County, Florida, described as follows: A 50 foot easement lying 25 feet each side and measured perpendicular to the following described centerline: Commencing at the northwest corner of the northeast 1/4 of said section, thence run S. 2° 16' 26'' E, along the easterly right of way line of Demaret Drive (a 50 foot right of way), 683.21 feet to the Point of Curvature of a curve concave northeasterly and having a radius of 200 feet; thence southerly along the arc of said curve through a central angle of 42° 25' 19'', 148.08 feet to the Point of Tangency; thence S 44° 41' 45'' E, 110.20 feet to the Point of Beginning of the lands herein described; thence N 45° 18' 15'' E, 53.66 feet to the Point of Curvature of a curve concave southeasterly and having a radius of 150.00 feet; thence easterly along the arc of said curve through a central angle of 42° 48' 08'', 112.06 feet to the Point of Tangency; thence N 88° 06' 23'' E, 206.94 feet to the Point of Curvature of a curve concave southwesterly along the arc of said curve through a central angle of 90°, 78.54 feet to the Point of Tangency; thence S 1° 53' 37'' E, 205.41 feet to the Point of Curvature of a curve concave northwesterly and having a radius of 150.00 feet; thence southwesterly along the arc of said curve through a central angle of 47° 11' 52'', 123.56 feet to the Point of Tangency; thence S 45° 18' 15'' W, 60.51 feet to a point on the northeasterly right of way line of said Demaret Drive and the termination of said easement.

City of Titusville
 "Gateway to Nature and Space"

REPORT

To: Members of the City Council
From: Thomas Abbate, City Manager
Subject: **Increase Annual Authorized Amount for Utility Contractors**
Department/Office: Public Works

Recommended Action:

Approve an increase of \$375,000 to the annual authorized amount for the construction of various utility maintenance and improvement projects under contract CN24P020/LR on an as-needed basis of an annual amount not to exceed \$875,000 for this fiscal year.

Summary Explanation & Background:

On March 26, 2024, City Council approved the award of contract to Affordable Development, Carr & Collier Inc, Cathcart Construction Company, Drewry Site Development, Hinterland Group, SDV Services LLC, and Young's Communication for the construction of various utility maintenance and improvement projects on an as-needed basis for an annual amount not to exceed \$500,000.

This fiscal year the City has received project quotes totaling \$862,586.07 which requires an increase in the annual authorized amount to complete.

Work Orders Completed, Underway and
Planned for FY26

Description	Quote	Status
WO#2601 8" Insert Valve at Blue Heron	\$39,830.00	In Progress
WO#2602 Osprey Emergency Reuse Repair	\$44,772.30	Complete
Emergency Hose Rental and Fill Dirt During Storm Event	\$4,211.40	Complete
WO#2603 Gibson St Sewer Expansion	\$773,772.37	Pending increase to award project
Total	\$862,586.07	

The most recent project, the Gibson Street Sewer expansion, is a project to provide

sanitary sewer to Gibson St which will eliminate 32 septic tanks in the Indian River Lagoon basin. This project received a State grant in the amount of \$700,000 while the additional \$73,772.37 is funded by the City's septic to sewer project.

It is recommended that the City Council approve an increase of \$375,000 to the annual authorized amount for the construction of various utility maintenance and improvement projects under contract CN24P020/LR on an as-needed basis for an annual amount not to exceed \$875,000.

Alternatives:

Do not approve increase

Item Budgeted:

Yes

Source/Use of Funds/Budget Book Page:

- \$700,000.00 - 401-5555-536.65-00-WR2513, Gibson St Septic to Sewer Project
- \$73,772.37 - 401-5555-536.65-00-WR2606 Septic to Sewer Project
- \$1,811.40 - 401-1610-536.46-01 Repairs & Maint. Services
- \$47,172.30 - 401-1618-536.46-01 Repairs & Maint. Services
- \$39,830.00 - 401-5555-536.65-00-WR2404 Osprey Plant Improvements

Strategic Plan:

Quality of Life

Strategic Plan Impact:

Approval of the increase supports our most recent project, the Gibson Street Septic to Sewer project which provides sewer to 32 lots, removing 32 septic tanks from the Indian River Lagoon Basin.

ATTACHMENTS:

1. Bid Tabulation WO2603



BID TABULATION
UTILITY CONTRACTORS' SERVICES (24P-020 LR)
WORK ORDER #2603
Gibson Street Sewer Expansion Project

COMPANY	CITY / STATE	BID AMOUNT
SDV Service LLC	Titusville, FL	1,077,950.00
Carr & Collier Inc	Leesburg, FL	No bid
Hinterland Group	Riviera Beach, FL	No bid
Cathcart Construction Company	Winter Springs, FL	849,105.00
Affordable Development	Titusville, FL	773,772.37
Drewry Site Development LLC	South Daytona, FL	No bid

Intended Award: Affordable Development

INITIALS: _____ ACS _____

City of Titusville
"Gateway to Nature and Space"

REPORT

To: Members of the City Council
From: Thomas Abbate, City Manager
Subject: **Replacement of secondary internet source for Police Department**
Department/Office: Information Technology

Recommended Action:

Approve replacement of the current internet connection with service provided by Smart City Metro of Lake Buena Vista, Florida in a cost not to exceed \$899.00 per month for a three-year term, for a total cost of \$32,364 subject to approval of final terms and conditions by the City Manager and City Attorney, and to execute the resulting service order.

Summary Explanation & Background:

The current secondary internet provider to the Titusville Police Department has not been able to separate the second connection from the primary. This is causing a violation of the Tyler Computer Aided Dispatch contract for multiple internet connections. This has also caused two outages in less than three months so far. The proposed replacement meets our contractual requirements; connection origin running from the South versus from the West like the current connection and is completely independent of the primary connection.

The City procured quotes through two vendors for the service.

It is recommended that City Council approve replacement of the current internet connection with service provided by Smart City Metro of Lake Buena Vista, Florida in a cost not to exceed \$899.00 per month for a three-year term, for a total cost of \$32,364 subject to approval of final terms and conditions by the City Manager and City Attorney, and to execute the resulting service order.

Alternatives:

Find another vendor, or renegotiate with Spectrum for another connection.

Item Budgeted:

Yes

Source/Use of Funds/Budget Book Page:

502-1705-519.41-01

Strategic Plan:

Goal 2: Efficient & Effective Services

Strategic Plan Impact:

This action supports the needs of the Police Department by the providing the required service connections.

ATTACHMENTS:

1. Proposal - City of Titusville - 1G DIA - Police Dept Titusville
2. City of Titusville Florida Full ADI Pricing with Wi-Fi Options Quote (002)



PROPOSAL FOR BUSINESS SERVICES

DATE: Nov 24th, 2025

Prepared for:

City of Titusville – Police Dept

Attn: David Marquardt

Email: _____

david.marquardt@titusville.com

Address: 1100 John Glenn Blvd

City: Titusville

Primary Contact:

Jonathan Otero | Senior Account Executive

O:407-215-7151 | C:321-370-4429

Email: jotero@smartcity.com



November 24, 2025

David Marquardt
City of Titusville – Police Department
1100 John Glenn Blvd
Titusville, FL 32780

Dear David:

Thank you for the opportunity to assist with your business communications needs. Smart City Metro provides unsurpassed technological capabilities, reliability, and performance to our business customers. Our facilities-based network infrastructure delivers one of the most advanced next-generation fiber networks available. What makes us different is:

- **A regional provider with growth focused on Central Florida and the Space Coast.** We are dedicated to growing our fiber footprint to reach businesses across Central Florida and the Space Coast, while providing the most advanced technology at competitive price points.
- **Local Network Operating Center, technicians, and call center.** Living in our region, we understand the challenges and needs of the Central Florida community. We proactively prepare for storms and events, providing a higher level of uptime and customized services.
- **Local Headquarters.** Our corporate office is in Lake Buena Vista with remote offices in Maitland and Melbourne. Our employees work, live, and play in Central Florida, so doing things right is essential to them.
- **Proven history of providing white glove service and expertise.** As the telecommunications provider to the Walt Disney World Co., including all shops, hotels, restaurants, and businesses on the Disney property for the past 50 years, and to the Orange County Convention Center for nearly 20 years, we know how to provide best-in-class customer service to our customers.

I am confident that Smart City Metro's extensive experience will complement your strategic goals and enhance the level of support you expect. Please take a few moments to review this proposal and let me know if you have any questions. I look forward to working with you and your business.

Sincerely

Jonathan Otero

Senior Account Executive

Smart City Metro

O: 407-215-7151

C: 321-370-4429

Email: jotero@smartcity.com



PRICING QUOTE

Quote Date: November 24, 2025

Location:

City of Titusville PD
 1100 John Glenn Blvd Titusville, FL 32780
 321-264-7800
 David Marquardt

Monthly Recurring Charges					
Service	Description	Term	Qty	Unit Price	Amount
Dedicated Internet Access	1 Gbps	3 year	1	\$899.00	\$899.00
Static IP	13 Static IP (/28)	3 year	1	\$0.00	\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Monthly Rate					\$899.00

One-Time/Miscellaneous Charges				
Service	Description	Qty	Unit Price	Amount
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total				\$0.00

Notes

Proposal for:
Dedicated Connection with Wi-Fi & Security

Presented to:



AT&T
 Business

City of Titusville, Florida

Pricing-At-A-Glance		Service Addresses
One Time Installation Cost & Equipment		1100 John Glenn Blvd Titusville FL 32780
Dedicated Internet Installation Fee	\$200.00	
Monthly Cost (As designed)		
Recommended Service MRC:	\$1,239.00	
Contract Length (Months)	36	
Quote Valid Until:	12/30/2025	

Bandwidth Pricing			
Description	Quantity	Unit Price	Totals
STATIC IP'S	29	Included	
Dedicated Fiber 100mbps Symmetrical Connection	1	\$543.00	\$543.00
Dedicated Fiber 150mbps Symmetrical Connection	1	\$574.00	\$574.00
Dedicated Fiber 250mbps Symmetrical Connection	1	\$720.00	\$720.00
Dedicated Fiber 500mbps Symmetrical Connection	1	\$802.00	\$802.00
Dedicated Fiber 1GB Symmetrical Connection	1	\$1,089.00	\$1,089.00

Wi-Fi & Managed Access Options (Must Select One)			
Description	Quantity	Unit Price	Totals
Customer Owned Wi-Fi Equipment	1	\$0.00	\$0.00
AT&T Managed Router for Speeds <i>below</i> 150mbps	1	\$50.00	\$50.00
AT&T Managed Router for Speeds <i>above</i> 250mbps	1	\$150.00	\$150.00
AT&T Meraki MX75 with Access Points	1	\$145.00	\$145.00

Recommended Service			
Description	Quantity	Unit Price	Totals
Dedicated Fiber 1GB Symmetrical Connection	1	\$1,089.00	\$1,089.00
Customer Owned Wi-Fi Equipment	1	\$150.00	\$150.00
Total Budgetary Price Per Month			\$1,239.00

To ask questions or place an order, contact:

Malik J Hunter

AT&T Client Solutions Executive

M (469) 929-2496

mh546a@att.com

This information is provided to you 'as is' and for informational purposes only. The rate(s) quoted above are estimates of the monthly charges for the identified plans (which may include, subject to availability/eligibility, certain contractual discounts - see applicable business agreement for details) and are based on information provided by the customer. Actual savings, if any, and costs may vary. AT&T disclaims all warranties including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. In no event shall AT&T be liable for any damages relating to the use or results of the calculator. Rates are for the identified plans only, and do not include additional devices, features or services. Rates may change and do not include taxes, fees, overage charges and surcharges. Activation fee, additional deposits and other restrictions may apply. Mobile Share plan unlimited talk and text for phones only.

Installment Plans require qualifying credit & wireless service plan (voice & data for smartphones, data for tablets). Tax due at sale. If service cancelled, device balance is due.

City of Titusville
"Gateway to Nature and Space"

REPORT

To: Members of the City Council
From: Thomas Abbate, City Manager
Subject: **Master Services Agreement with Swiftgov**
Department/Office: Community Development

Recommended Action:

Approve the master services agreement, which includes a base amount of \$3,000/month with Quantum Partners, LLC, a Florida limited liability company d/b/a Swiftgov to deploy artificial intelligence (AI) technology and software solutions to support planning, zoning, landscaping, building, and development related reviews of permits and site plans.

Summary Explanation & Background:

Swiftgov specializes in developing and deploying artificial intelligence (AI) technology and software solutions to support planning, zoning, landscaping, building, etc, enabling efficient and consistent compliance with applicable codes and standards. The Company completed a pilot program that included developing a customized portal and testing and utilizing AI-assistance for permit reviews. Based on the pilot, the Community Development Department recommends continuing and expanding its use of AI assisted reviews and related services through the Company's portal, under the terms and conditions of this Agreement.

The base monthly fee is \$3,000, with a \$3,500 monthly credit (3,500 credits) for plan reviews, and includes 10 user licenses.

It is recommended that City Council approve the master services agreement, which includes a base amount of \$3,000/month with Quantum Partners, LLC, a Florida limited liability company d/b/a Swiftgov to deploy artificial intelligence (AI) technology and software solutions to support planning, zoning, landscaping, building, and development related reviews of permits and site plans.

Alternatives:

Do not approve the master services agreement.

Item Budgeted:

Yes

Source/Use of Funds/Budget Book Page:

SOURCE: 118-1909-524.31-01 PROFESSIONAL SERVICES \$(36,000)
USE: 118-1909-524.52-30 OPERATING SUPPLIES/SOFTWARE \$36,000

Strategic Plan:

Goal 2: Efficient & Effective Services

Strategic Plan Impact:

This action leverages technology to support planning, zoning, landscaping, building, etc, enabling efficient and consistent compliance with applicable codes and standards.

ATTACHMENTS:

- 1. Contract SV26SS019TB

**MASTER SERVICES AGREEMENT
SV26SS019TB**

CITY OF TITUSVILLE AND SWIFTGOV

This Master Services Agreement (the "Agreement") is made and entered into on this ____ day of _____, 2025 (the "Effective Date"), by and between **Quantum Partners, LLC**, a Florida limited liability company D/B/A **SwiftGov** (hereafter referred to as the "Company") and the **City of Titusville**, a Florida municipal corporation (hereafter referred to as the "City" or the "Customer"). The Company and the City may be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Company specializes in developing and deploying artificial intelligence ("AI") technology and software solutions to support planning, zoning, landscaping, building, and related departments, enabling efficient and consistent compliance with applicable codes and standards; and

WHEREAS, the City and the Company have completed a pilot program that included developing a customized portal and testing and utilizing AI-assistance for permit reviews; and

WHEREAS, based on the Pilot, the City now desires to continue and expand its use of AI-assisted reviews and related services through the Company's portal, under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which is acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The statements above are accurate and are incorporated into this Agreement by reference.

2. Software-as-a-Service.

(A) Description of Software. Company will provide certain software services (the "Software") as specifically detailed in one or more Statements of Work (SOW) executed by both Parties and attached as **Exhibit "A"** or any other document outlining the services to be provided by the Company. The terms of this Agreement will govern and supplement each SOW. If there is a conflict between this Agreement and a SOW, the terms of the specific SOW will prevail. The Company will not provide any services or work except as specifically outlined in a SOW or a Change Order approved by the Company. Any services outside of a SOW will require a new or different SOW, or if such work changes the scope of an existing SOW, the changes must be in a written Change Order signed by both parties. In case of a conflict between a Change Order and a SOW or this Agreement, the Change Order terms will control.

(B) Updates, Installation, Maintenance, and Technical Support. Company will provide access to any modifications, error corrections, bug fixes, new releases, or other updates to the Software ("Updates") and technical support, as detailed in **Exhibit "A"** and this Agreement. This does not limit the Company's right to perform site maintenance and other services that may temporarily restrict the City's access to the Software. Any Updates provided will be considered part of the Software and subject to this Agreement's terms. If any Software components are licensed from third-party vendors ("Vendors"), those Vendors are responsible for creating updates ("Vendor Updates"), and the Company is not liable if they fail to do so. Vendor Updates will be provided to the City promptly and are subject to this Agreement.

(C) Professional Services. Company and the City may agree for the Company to provide additional professional services ("Professional Services"), documented in a separate SOW attached to this Agreement. Each SOW is subject to this Agreement's terms, becomes binding upon execution, and is incorporated by reference. The Company will provide Professional Services in a timely and professional manner consistent with industry standards and the applicable SOW. If services not specifically described in a SOW are necessary, they are included within the scope of Professional Services as if specifically described. The City will pay the Company for Professional Services at mutually agreed rates on a time and materials basis, as detailed in an invoice, payable within thirty (30) days after the date on which the Company invoice is received.

(D) Training. The Company will provide training related to the Software as detailed in **Exhibit "A."**

(E) Look and Feel. Unless otherwise specified in a SOW, the Company controls the Software's appearance, including the inclusion of the Company's name and trademarks.

3. Fees. In exchange for the Software, the City will pay the Company fees ("Fees") as described in the corresponding SOW in Exhibit "A." Unless stated otherwise, the Company will invoice the City monthly, and the City will pay all Fees in accordance with the Local Government Prompt Payment Act, found in Section 218.70, Florida Statutes, payment by the City shall be made within forty-five (45) days of receipt of a complete and proper invoice from the City. Payments are to be made via check or wire transfer in U.S. Dollars unless specified otherwise. If the City fails to pay amounts due:

- (i) The City will pay interest on overdue amounts at 1.5% per month.
- (ii) The Company may cease providing the Software.
- (iii) The Company may terminate this Agreement.
- (iv) The Company may withhold all Software, reports, and deliverables until full payment is received.

4. Intellectual Property Rights; Grant of Licenses. Each Party grants the other rights and licenses as set forth herein, reserving all other rights. Licenses begin on the Effective Date and continue until termination under Section 9.

(A) Grant of License by Company. The City acknowledges that the Software and related materials are the Company's exclusive property. The Company grants the City a worldwide, non-exclusive, non-transferable, and revocable license, without sublicensing rights, to:

1. Access and use the Software for legitimate government purposes, not for resale.
2. Use any reports generated in connection with legitimate government purposes, not for resale.

(B) Restrictions. The City shall not:

1. Reverse engineer or attempt to derive source code from the Software or related materials.
2. Modify, adapt, translate, or create derivative works.
3. Reproduce any portion of the Software or related materials.
4. Permit or authorize any third party to do the above.

5. Record Retention. Company may retain all pertinent records related to the services performed pursuant to this Agreement, including without limitation copies of the City Data and Software Reports, for a period of ten (10) years following Company's date of completion of the project services, during which period, upon written request by the City, the records will be made available to the City at all reasonable times.

6. Term of Agreement. This Agreement remains in effect until Terminated by either party in writing in accordance with section **10. Termination**, of this agreement. (the "Term").

7. Representations and Warranties; Disclaimer and Indemnification.

(A) General Representations and Warranties. Each Party represents and warrants that it:

1. Has the authority to execute and perform this Agreement.
2. Is properly licensed and in good standing where required.
3. Will comply with all applicable laws and obtain necessary permits.
4. Will avoid deceptive or unethical practices that could harm the other Party.

(B) General Disclaimer. EXCEPT AS EXPRESSLY STATED, THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(C) Specific Disclaimer. THE COMPANY DOES NOT PROVIDE ENGINEERING, ARCHITECTURAL, OR DESIGN SERVICES. THE SOFTWARE IS A TOOL TO HELP THE CITY ANALYZE DATA FOR COMPLIANCE WITH LAWS. THE COMPANY IS NOT RESPONSIBLE FOR:

1. Developing or altering designs or assessing their viability.
2. Actions or inactions of the City or third parties related to Customer Data.
3. The City's use of the Software or reports.

4. Work performed by the City or third parties, whether or not based on the Software or reports.
5. Ensuring designs and data comply with laws.
6. Failure by the City or third parties to comply with laws, whether or not notified by the Software.

(D) Indemnification by Company. Company will indemnify, defend, pay and hold the City and its representatives, successors and assigns (collectively, the "Customer Indemnified Parties") harmless from and against any and all loss, damage, expense, cost or liability asserted arising from the Company's breach of its representations, warranties, or covenants, and the Customer shall have the right to select counsel of its choosing to defend such claims at Company's expense.

The foregoing indemnification does not waive any defense of sovereign immunity and nothing contained in this section or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; nor shall it be construed to constitute an agreement by any party to indemnify any other party for such party's negligent, willful, or intentional acts or omissions.

8. Confidential Information. Each Party may receive confidential information ("Confidential Information") from the other, including proprietary, intellectual property, and business information. Ownership of Confidential Information remains with the disclosing Party ("Owner"). The receiving Party ("Receiving Party") agrees to:

1. Protect Confidential Information from unauthorized use or disclosure.
2. Use it only for performing obligations or exercising rights under this Agreement.
3. Take action to prevent or remedy unauthorized disclosure.
4. Not remove or destroy confidentiality notices.

Exceptions apply for information that is public, known prior to disclosure, independently developed, or required to be disclosed by law (with notice to the Owner). The Company acknowledges the City's obligations under Florida public records law. The City will send Notice to the Company contact listed herein this agreement of any public records requests involving the Company's Confidential Information. Upon receipt of such Notice, Company shall have seven (7) business days to provide the City with: (i) a redacted copy of the records identifying the specific Confidential Information to be withheld; and (ii) a written statement citing the applicable Florida Statute (such as Fla. Stat. § 815.045 for Electronic Trade Secrets or § 812.081) that exempts such information from public disclosure.

9. Limitation on Damages.

(A) NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (LIKE LOST PROFITS) ARISING FROM THIS AGREEMENT, EVEN IF AWARE OF THE POSSIBILITY. THIS APPLIES TO ALL CLAIMS, WHETHER

CONTRACTUAL OR TORTIOUS. EACH PARTY IS LIABLE FOR ACTUAL DAMAGES FROM BREACHES OF THIS AGREEMENT.

(B) THE COMPANY'S TOTAL LIABILITY TO THE CITY IS LIMITED TO THE PAYMENTS RECEIVED FROM THE CITY IN THE THREE (3) MONTHS BEFORE THE CLAIM.

10. Termination.

(A) Either Party may terminate this Agreement:

1. For any reason, with thirty (30) days' written notice to the other Party.
2. Immediately, if the other Party:
 - o Is declared insolvent or bankrupt.
 - o Is liquidated or terminates business.
 - o Assigns assets for creditors' benefit.

If the Company breaches, the City shall have all legal and equitable remedies available at law. If the City breaches, the Company has all legal and equitable remedies available at law.

(B) Upon termination, the City will pay all Fees due up to the termination date. No new work will be initiated after notice of termination. The City must pay all Fees owed to company within thirty (30) days of termination.

11. Entire Agreement. This Agreement represents the complete agreement between the Parties on these matters and supersedes all prior agreements.

12. Relationship Between Parties. The Parties are independent contractors. Neither is an agent, representative, or partner of the other, nor can either bind the other. This Agreement does not create an association, joint venture, or partnership.

13. Notices. Notices must be in writing and delivered by:

1. Certified mail, return receipt requested.
2. Hand delivery.
3. Facsimile with receipt acknowledgment (followed by another delivery method).
4. Email.
5. Reputable overnight carrier.

Notices are deemed given when received. Notices should be sent to the addresses specified or as later designated.

If to Company:

John Mirkin
Quantum Partners, LLC
830 Windlass Ct
Kissimmee, FL 34746
Email: jmirkin@swiftbuild.ai

If to City:

Community Development Department Director

Attn: Bradley Parrish

Phone: 321-567-3776

E-mail: Brad.Parrish@titusville.com

14. Assignment. The City cannot assign its rights or delegate its obligations without the Company's prior written consent, which won't be unreasonably withheld. The Company cannot assign or subcontract its rights or obligations without the City's consent. This Agreement binds permitted successors and assigns. Assignments violating this section are void.

15. 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.

16. 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. Notice of non-funding will be provided to the contact listed herein for the Company, upon the adoption of the fiscal year budget but no later than the renewal date of this agreement.

17. Non-Exclusivity. This Agreement is non-exclusive; both Parties can enter similar agreements with others.

18. 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.

19. 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.

21. Venue and Jurisdiction. In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings shall be in Brevard County, Florida.

22. 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.

23. Conflict of Interest. The Company 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

Company further covenants that no person having any such interest shall be employed by him/her during the performance of this Agreement. The Company 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 Company 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.

24. Excusable Delay. Neither Party is liable for delays caused by events beyond their control, such as natural disasters, labor disputes, pandemics, cyberattacks, or power failures.

25. Modification. Changes to this Agreement must be in writing and signed by authorized representatives of both Parties prior to the change being implemented.

26. Waiver. Failure to enforce any provision doesn't waive the right to enforce other provisions.

27. Headings. Section headings are for convenience and do not affect the Agreement's interpretation.

28. Attorneys' Fees and Costs. In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own costs and attorney's fees.

30. Drug-Free Workplace. The City of Titusville encourages all vendors to maintain a drug-free workplace program in accordance with Section 287.087 of the Florida Statutes.

31. Public Entity Crime. Company hereby certifies that neither it nor its affiliates(s) have been placed on the convicted vendor list following a conviction for a public entity crime. The Company shall file a sworn statement with the City, which is provided under Agreement 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.

32. Prohibited Telecommunications Equipment.

(a) Definitions:

(1) Covered foreign country means the People's Republic of China.

(2) Covered telecommunications equipment or services means:

- a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- b) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation,

Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- c) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(3) Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

(4) Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(5) Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

Company 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 Agreement, Company represents and certifies that Company 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 Agreement. If Company 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, Company must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

33. Scrutinized Companies. In accordance with Sections 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Company and Subcontractor(s) shall complete the Affidavit form "Exhibit C" provided by the city and hereby incorporated as part of the Contract Documents. Company 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 Company or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Company or Subcontractor is found to have submitted a false certification or if the Company 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 Company 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 Company or Subcontractor and any actively contracted company for the Company or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

34. Anti-Discrimination. Company 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.

35. Foreign Gifts and Contracts. The Company 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.

36. Human Trafficking. The Agreement also consists of the "Human Trafficking Affidavit Form", Exhibit B, which is in accordance with Florida Statute 787.06(13) and must be signed. Pursuant to Section 787.06(13), Florida Statutes, as may be amended, Company represents, warrants, and certifies that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

37. 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, Company 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.

38. Gratuities & Kickbacks.

a. Gratuities

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore

b. Kickbacks

It must be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Company 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.

39. Discriminatory Vendor List. Company hereby acknowledges its continuous duty to disclose to THE CITY if the Company 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."

40. Certification Of Restriction On Lobbying. The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Company 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 Company to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any Florida Department of Transportation (FDOT) Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with the instructions.

41. Covenant Against Contingent Fees. The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company 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 Company 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.

42. 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.

43. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., DocuSign, Adobe Acrobat Sign) or other transmission method and any counterpart so delivered shall be deemed to have been duly signed and validly delivered and effective for all purposes.

44. Audit Rights. The City reserves the right to audit the records of the Company for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the city. If required by the City, the Company agrees to submit to an audit by an independent certified public accountant selected by the City. The Company must allow the City to inspect, examine and review the records of the Company in relation to this contract at any and all times during normal business hours during the term of the contract.

45. Retention And Review Of Records. The Company and its subcontractors or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

The Company and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Company or its subcontractor or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Company and its subcontractors will permit such representatives to interview employees on the job during working hours.

46. Public Records. Records of the Contractor that are made or received in the course of performance of the Vendor'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 VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. Washington Ave., Titusville FL 32796.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with the intent that it be effective as of the date first above written.

Quantum Partners, LLC, a Florida limited liability company, d/b/a **SwiftGov**

City of Titusville
555 S Washington Avenue
Titusville, FL 32780

John Mirkin, Managing Partner
Date: _____

By: _____
Thomas Abbate, City Manager
Date: _____

ATTEST:

Wanda F. Wells, City Clerk
Date _____

Legal Sufficiency


~~Office of the City Attorney~~
APPROVED AS TO FORM:



Andriene Treasure, City Attorney

Date 12/24/2025

STAFF REVIEW & PREPARATION:



Leslie A. Rothering, Purchasing & Contracting Administrator

Date 12/29/25



Bradley Parrish, Community Development Director

Date 12/29/25

- Exhibit A - Statement of Work**
- Exhibit B - Human Trafficking**
- Exhibit C - Scrutinized Companies**

Exhibit A

Statement of Work

Plan Review Services

After successful configuration and implementation of portal and AI-assisted reviews, our ongoing plan review services continue. The base monthly fee is **\$3,000**, which provides a **\$3,500 monthly credit** (3,500 credits) on your custom SwiftGov portal for plan reviews, and includes 10 user licenses.

Credits & Flexible Usage:

- **Single-Family Residential Reviews:** 100 – 300 credits per review
- **Commercial Reviews:** 1,000- 3,000 credits per review

Credits can be flexibly applied to any review type as needed. For example, 1,000 credits can be used for either 1 commercial review or 10 single-family residential reviews, giving you full control over how resources are allocated. Unused credits automatically roll over to the next month, and if credits are exceeded in a given month, the excess can be deducted from the following month's credit balance, except in the final month of the term. Certain complex reviews may require additional credits, subject to city approval.

Volume-Based Pricing Breakpoint Options:

Larger monthly commitments result in increased credit:

- **\$3,000/month:** 3,500 credits
- **\$5,000/month:** 6,000 credits
- **\$7,500/month:** 9,000 credits

Additional Benefits:

- **Base Analytics:** Included at no extra cost, tracking key metrics such as average submittals per plan and turnaround times.
- **Turnaround Time:** Each review is guaranteed a **48-business hour** turnaround.
- **Training and reasonable ongoing support** for the City's use of the software and services at no additional charge during the term, in accordance with the Company's then-current support policy. Training and support are intended to facilitate successful use and do not include custom development, data entry, or on-site services unless separately scoped and funded.

Renewal Option:

This Agreement remains in effect until either party gives the other written notice of termination.

Exhibit B

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: _____

Exhibit C

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

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

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

1. The Business address of _____ (name of bidder or contractor) is _____.
2. My relationship to _____ (name of bidder or contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that “Boycott of Israel” has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that “business operations” means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. _____ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature

Printed Name

Title

Name of bidder or contractor

Notary Public Information

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.

(Affix Notary Stamp or Seal)

Notary Public Signature

Print, Type or Stamp Name of

Notary: _____ My commission

expires: _____

City of Titusville
"Gateway to Nature and Space"

REPORT

To: Members of the City Council
From: Thomas Abbate, City Manager
Subject: **Tranquility Development Agreement (DA) Application No. 1-2025 Fifth Amendment**
Department/Office: Community Development

Recommended Action:

On January 6, 2026, the applicant withdrew this item from the agenda.

Summary Explanation & Background:

On November 25, 2025, the City Council tabled this item to the January 13, 2026, regular meeting.

On January 6, 2026, the applicant withdrew this item from the agenda.

The applicant, Gary Allen, Jr. on behalf of the Sunbelt Titusville Investments, LLC and Carolina Holdings II, LLC, the owners, is requesting the approval of an amendment to the development agreement for the Tranquility development (formerly known as Antigua Bay). The applicant is proposing modifications to the existing development agreement to increase building heights from 100 to 150 feet, eliminate buffers and to propose a new permitting procedure.

The Tranquility development is a mixed-use planned community with 2,404 residential units, including single family and multi-family, commercial, preservation and park lands. The planned community will be developed in multiple phases on approximately **340+ acres** located between the Indian River Lagoon (IRL) and the U.S. Highway 1 and Columbia Boulevard (SR 405) roadways. The property is designated with the City's Comprehensive Plan Future Land Use of Regional Mixed Use and Conservation and is zoned Regional Mixed Use (RMU).

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Request to withdraw
2. Legal Ad_Dev Agree 1-2025_December 22, 2025

Parrish, Bradley

Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] FW: P & Z Agenda Packet

From: Cole Oliver <coliver@rosswayswan.com>
Sent: Wednesday, January 7, 2026 9:21 AM
To: Parrish, Bradley <Brad.Parrish@titusville.com>
Cc: Gary Allen Jr <gary@sunbeltlandmgmt.com>; Rodney M. Honeycutt <rodney@honeycutt.cc>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] FW: P & Z Agenda Packet

Yes by necessity as I do not believe that we are allowed to go to the Council prior to the P&Z

From: Parrish, Bradley <Brad.Parrish@titusville.com>
Sent: Wednesday, January 7, 2026 9:17 AM
To: Cole Oliver <coliver@rosswayswan.com>
Cc: Gary Allen Jr <gary@sunbeltlandmgmt.com>; Rodney M. Honeycutt <rodney@honeycutt.cc>
Subject: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] FW: P & Z Agenda Packet

Just to clarify, does this request also include the 1/13/2026 City Council meeting?

From: Cole Oliver <coliver@rosswayswan.com>
Sent: Wednesday, January 7, 2026 9:16 AM
To: Parrish, Bradley <Brad.Parrish@titusville.com>
Cc: Gary Allen Jr <gary@sunbeltlandmgmt.com>; Rodney M. Honeycutt <rodney@honeycutt.cc>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] FW: P & Z Agenda Packet

Brad,
Per our discussion, we are confirming withdrawal of the application for tonight's hearing and asking that the application be re-advertised for the Feb. 4th P&Z hearing. Thank you for your cooperation.
Regards,
Cole

CITY OF TITUSVILLE
NOTICE OF PUBLIC HEARINGS

12/23/25
EM

PLEASE TAKE NOTICE that at a regular meeting of the Titusville City Council to be held on **Tuesday, January 13, 2026**, in the Council Chamber on the second floor of City Hall, 555 South Washington Avenue, Titusville, Florida 32796, commencing at 6:30 p.m., the City Council will hold a public hearing to hear interested persons with regard to **Development Agreement Application No. 1-2025 for Tranquility (F/K/A Antigua Bay) Mixed Use Development**. The proposed project is located northeast of the intersection of NASA Boulevard/State Road 405 (Columbia Boulevard) and S. Washington Avenue (U.S. Highway 1). The subject property is designated Regional Mixed Use and Conservation land uses. The applicant is requesting to amend the current Development Agreement to increase building heights from 100 to 150 feet, eliminate buffers, waive the requirement that a small scale plat not require a main extension, and allows the clearing of land and stockpiling of fill. The approved project of approximately 345 acres will be developed as a mixed-use development and consisting of commercial uses and up to 2,404 residential units.

The application was submitted by Gary Allen, Jr. with permission of Sunbelt Titusville Investments, LLC and Carolina Holdings II, LLC, Owner. This notice is made under the provisions of Chapter 163.3225, Florida Statutes and the Land Development Regulations of the City of Titusville.

This notice is made under the provisions of Chapter 163.3225 of the Florida Statutes and the City of Titusville Land Development Regulations and the Development Review Procedures Technical Manual.

PLEASE ALSO TAKE NOTICE that the Planning and Zoning Commission, acting as Local Planning Agency, will hold a public hearing on **Wednesday, January 7, 2026, at a meeting commencing at 6:00 p.m.**, to hear interested persons with regard to this matter for recommendation to the City Council. This public hearing will also be held in the Council Chamber on the second floor of City Hall, 555 South Washington Avenue, Titusville, Florida 32796.

The proposed application and development agreement may be inspected by the public in the City of Titusville Planning Department during normal business hours, Monday through Friday (excluding holidays and weekends). This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council and/or the Planning and Zoning Commission, acting as Local Planning Agency, on this topic to properly noticed public hearings or to written communications to the City Clerk's Office. All interested parties are hereby advised that they may appear at said meetings and be heard with respect to said application and development agreement.

Any person who decides to appeal any decision of the City Council or

Planning and Zoning Commission/ Local Planning Agency with respect to any matter being considered at this meeting 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: **Ordinance No. 1-2026 amending Chapter 15 Pensions and Retirement, Article III Police Officers' and Firefighters' Pension Plan**
Department/Office: Human Resources

Recommended Action:

Conduct the First Reading of Ordinance No. 1-2026 amending Chapter 15 Pensions and Retirement, Article III Police Officers' and Firefighters' Pension Plan, of the Code of Ordinances of the City of Titusville; Providing For A Change in the types of Incentive Pay Pursuant to the Collective Bargaining Agreement; Amending Section 15-233 Deferred Retirement Option Plan.

Summary Explanation & Background:

The proposed Ordinance amends the City of Titusville Police Officers' and Firefighters' Pension Plan. The special incentives for Firefighters that are specified in the Pension Plan are also referred to in the Firefighters Collective Bargaining Agreement. As a practical matter, these incentives are referred to in the most recent Collective Bargaining Agreement dated November 24, 2024 and are subject to change each year through the bargaining process. So the proposed Ordinance provides for a change in the types of incentive pay pursuant to the Collective Bargaining Agreement.

Insofar as combining the two amendments, the Pension Board is recommending a clarification amendment to the Plan recommended by its Actuary to the manner in which earnings are calculated for DROP accounts. The Board is amending its methodology in valuing DROP II accounts to provide for quarterly, instead of yearly, interest and earnings. A member who separates from participation in their DROP II and separates from their employment with the City will now receive earnings from their DROP II account determined as of the most recent quarterly net investment return prior to the member's separation.

Alternatives:

Do not proceed with proposed changes. Amend proposed changes.

Item Budgeted:

N/A

Source/Use of Funds/Budget Book Page:

An Actuarial Impact Statement will be provided by the Pension Board's Actuary prior to Second Reading.

Strategic Plan:

Financial Stability

Strategic Plan Impact:

The proposed Ordinance provides for a change in types of incentive pay pursuant to the Collective Bargaining Agreement and Clarification Amendment to the Police Officers' and Firefighters' Pension Plan recommended by the Pension Board's Actuary to the manner in which earnings are calculated to the members' DROP accounts.

ATTACHMENTS:

1. Pol FF Pension Plan combining and amending types of Incentive pay and DROP II 2026

ORDINANCE NO. _____-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE AMENDING CHAPTER 15, PENSIONS AND RETIREMENT, ARTICLE III, POLICE OFFICERS' AND FIREFIGHTERS' PENSION PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF TITUSVILLE; AMENDING SECTION 15-222 BENEFITS EFFECTIVE JUNE 30, 2013, SUBSECTION (E), SALARY, PROVIDING FOR A CHANGE IN THE TYPES OF INCENTIVE PAY PURSUANT TO THE COLLECTIVE BARGAINING AGREEMENT; AMENDING SECTION 15-233 DEFERRED RETIREMENT OPTION PLAN; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY OF PROVISIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Collective Bargaining Agreement between the International Association of Firefighters, Local 2545, and the City of Titusville, dated November 24, 2024, provides for a change in types of incentive pay Firefighter Members are permitted to receive; and

WHEREAS, the Board of Trustees of the City of Titusville Police Officers' and Firefighters' Pension Plan ("Pension Fund") desires to provide for a change in the types of incentive pay pursuant to the Agreement; and

WHEREAS, the Board of Trustees has also amended its methodology in valuing DROP II accounts to provide for quarterly, instead of yearly, interest and earnings; and

WHEREAS, an amendment to the Plan is necessary to permit such new obligations and conditions; and

WHEREAS, the Board of Trustees has requested and approved such an amendment; and

WHEREAS, the Trustees of the Pension Fund have considered such an amendment to be in the best interest of the participants and beneficiaries as well as serving to improve the administration of the Pension Fund; and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change to the Pension Fund; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the City of Titusville to amend its code of ordinances as set forth hereinafter; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: That Chapter 15, Pensions and Retirement, Article III, Police Officers' and Firefighters' Pension Plan, Section 15-222, Benefits effective June 30, 2013, subsection (e) *Salary*, is hereby amended by amending the types of incentive pay, to read as follows:

Sec. 15-222. - Benefits effective June 30, 2013

[...]

(e) *Salary.* For purposes of this section, salary shall be defined as follows:

[...]

(2) Firefighters. A member's base pay, excluding overtime and all other forms of compensation, but including ~~the following types~~

of special incentive pay as provided for in the most recent Collective Bargaining Agreement between the International Association of Firefighters, Local 2545, and the City of Titusville in a total amount not to exceed six thousand seven hundred fifty dollars (\$6,750.00) per year.;

- a. ~~Educational incentive pay for Associates Degree and/or Bachelor's Degree in Fire Science as provided by the State of Florida pursuant to F.S. 633.422 as amended from time to time. In the event the State of Florida discontinues this incentive pay, the city shall pay such incentive pay in the amount of thirty dollars (\$30.00) per month provided the city council approves such payment as a budget item.~~
- b. ~~State of Florida Fire Officer One certification pay in the amount of fifty dollars (\$50.00) per month.~~
- c. ~~State of Florida "Pump Officer" certification pay in the amount of twenty-five dollars (\$25.00) per month.~~
- d. ~~State of Florida Paramedic certification pay in the amount of two thousand dollars (\$2,000.00) per year, and Solo Paramedic Status in the amount of four thousand five hundred dollars (\$4,500.00) for a total of six thousand five hundred dollars (\$6,500.00) per year.~~
- e. ~~State of Florida Fire Officer Two certification pay in the amount of fifty dollars (\$50.00) per month.~~
- f. ~~State of Florida Fire Instructor certification shall receive twenty-five dollars (\$25.00) per month.~~
- g. ~~State of Florida Live Fire Instructor certification shall receive fifty dollars (\$50.00) per month.~~
- h. ~~Titusville S.W.A.T. Team shall receive fifty (\$50.00) per month.~~

[...]

SECTION 2: That Chapter 15, Pensions and Retirement, Article III, Police Officers' and Firefighters' Pension Plan, Division 5, Section 15-233, "Deferred Retirement

Option Plan,” is hereby amended by amending subsection (g), *Deferred Retirement Option Plan II (DROP II)*, to read as follows:

Sec. 15-233. – Deferred Retirement Option Plan.

(g) *Deferred retirement option plan II (DROP II)*. Effective upon adoption of the enabling ordinance by the city council, a deferred retirement option plan for firefighter and police officer members is hereby authorized. The DROP II is to be administered solely by the board of trustees.

* * * * *

(7) DROP II account earnings.

(a) After each fiscal year end, the average daily balance in a member's DROP II account shall be credited or debited at a rate equal to the actual net rate of investment return realized by the retirement system for that fiscal year minus two hundred (200) basis points (i.e., two (2) percent). Notwithstanding, a member's DROP II account crediting shall not exceed the pension plan's then current actuarial investment return assumption as adopted by the board. A member's DROP II account shall in no event be credited or debited with a net investment return lower than zero (0) percent on any single fiscal years' performance return. Members who exit DROP II prior to the fiscal year end, shall have their DROP II accounts credited or debited with the most recent quarterly net investment return immediately prior to such member's separation as well as any monthly retirement benefits, as provided here in subsection (6), for each eligible month from such quarter end through such member's DROP II exit date. "Net investment return" for the purpose of this paragraph is the total return on the retirement system's assets net of investment management fees, brokerage commissions and transaction costs. A member's final DROP II account value for distribution upon termination of participation in the DROP II and separation of employment shall be the value of the account determined as of the September 30th immediately prior to the member's DROP II exit date plus all monthly DROP II benefit allocations subsequent to that date

until the final account balance is distributed. There shall be no earnings or losses either credited or debited from member DROP II accounts as of the September 30th immediately prior to the member's DROP II exit date. Effective 10/1/2025, a member's final DROP II account value for distribution upon termination of participation in the DROP II and separation of employment shall be the value of the account determined as of the most recent quarterly net investment return immediately prior to such member's separation plus all monthly DROP II benefit allocations subsequent to that date until the final account balance is distributed.

[...]

SECTION 3. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Titusville and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intent. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

SECTION 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

SECTION 6. This Ordinance shall be effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

PASSED AND ADOPTED THIS _____ day of _____, 2026.

MAYOR ANDREW CONNORS

ATTEST:

WANDA WELLS, MMC, CITY CLERK

City of Titusville
"Gateway to Nature and Space"

REPORT

To: Members of the City Council
From: Thomas Abbate, City Manager
Subject: **Ordinance No. 2-2026 Amending Chapter 15, Pensions and Retirement, Article II, General Employees' Pension Plan**
Department/Office: Human Resources

Recommended Action:

Conduct the First Reading of Ordinance No. 2-2026 amending Chapter 15, Pensions and Retirement, Article II, General Employees' Pension Plan, of the Code of Ordinances of the City of Titusville; amending Division 5, Section 15-110, Deferred Retirement Option Plan.

Summary Explanation & Background:

The proposed Ordinance amends the City of Titusville General Employees' Pension Plan. The Pension Board is recommending a clarification amendment to the Plan recommended by its Actuary to the manner in which earnings are calculated for DROP accounts. The General Employees' Pension Plan has changed its methodology in valuing DROP II accounts to now provide for a member who separates from participation in their DROP II and separates from their employment with the City will now receive earnings from their DROP II account determined as of the most recent quarterly net investment return prior to the member's separation instead of an annual interest and earnings prior to the member's separation.

Alternatives:

Do not proceed with proposed changes. Amend proposed changes.

Item Budgeted:

N/A

Source/Use of Funds/Budget Book Page:

An Actuarial Impact Statement will be provided by the Pension Board's Actuary prior to the Second Reading.

Strategic Plan:

Financial Stability

Strategic Plan Impact:

Clarification Amendment to the General Employees' Pension Plan recommended by the Pension Board's Actuary to the manner in which earnings are calculated to the members' DROP accounts.

ATTACHMENTS:

1. DROP II Amendment 2026 - GE Plan amending account value for distribution

ORDINANCE NO. 2026 - ____

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING CHAPTER 15, PENSIONS AND RETIREMENT, ARTICLE II, GENERAL EMPLOYEES' PENSION PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF TITUSVILLE; AMENDING DIVISION 5, SECTION 15-110, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY OF PROVISIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the City of Titusville General Employees' Pension Plan ("Pension Plan") has amended its methodology in valuing DROP II accounts to now provide for quarterly, instead of annual, interest and earnings; and

WHEREAS, an amendment to the City's ordinance is necessary to permit such new obligations and conditions; and

WHEREAS, the Board of Trustees of the Pension Plan have requested and approved such an amendment as being in the best interest of the participants and beneficiaries as well as serving to improve the administration of the Pension Plan; and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change to the Pension Plan; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the City of Titusville to amend its code of ordinances as set forth hereinafter; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA

AS FOLLOWS:

Section 1. That Chapter 15, Pensions and Retirement, Article II, General Employees' Pension Plan, Division 5, Section 15-110, "Deferred retirement option plan", subparagraph (g), *Deferred retirement option plan II (DROP II)*, of the Titusville General Employees' Pension Plan is hereby amended to read as follows:

Section 15-110. - Deferred retirement option plan.

[...]

- (g) *Deferred retirement option plan II (DROP II)*. Effective upon adoption of the enabling ordinance by the city council, a deferred retirement option plan for general employee members is hereby authorized. The DROP II is to be administered solely by the board of trustees.

[...]

- (7) *DROP II account earnings.*

- a. a. After each fiscal year end, the average daily balance in a member's DROP II account shall be credited or debited at a rate equal to the actual net rate of investment return realized by the retirement system for that fiscal year minus two hundred (200) basis points (i.e., two (2) percent). Notwithstanding, a member's DROP II account crediting shall not exceed the pension plan's then current actuarial investment return assumption as adopted by the board. A member's DROP II account shall in no event be credited or debited with a net investment return lower than zero (0) percent on any single fiscal year performance return. Members who exit DROP II prior to the fiscal year end, shall have their DROP II accounts credited or debited with the most recent quarterly net investment return immediately prior to such member's separation as well as any monthly retirement benefits, as provided here in subsection (6), for each eligible month from such quarter end through such member's DROP II exit date. "Net investment return" for the purpose of this paragraph is the total

return on the retirement system's assets net of investment management fees, brokerage commissions and transaction costs. A member's final DROP II account value for distribution upon termination of participation in the DROP II and separation of employment shall be the value of the account determined as of the September 30th immediately prior to the Member's DROP II exit date plus all monthly DROP II benefit allocations subsequent to that date until the final account balance is distributed. There shall be no earnings or losses either credited or debited from member DROP II accounts as of the September 30th immediately prior to the member's DROP II exit date. Effective 10/1/2025, a member's final DROP II account value for distribution upon termination of participation in the DROP II and separation of employment shall be the value of the account determined as of the most recent quarterly net investment return immediately prior to such member's separation plus all monthly DROP II benefit allocations subsequent to that date until the final account balance is distributed.

[...]

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Titusville and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intent. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

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

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this Ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this Ordinance are declared severable.

SECTION 5. This Ordinance shall be effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

PASSED AND ADOPTED THIS _____ day of _____, 2026.

MAYOR ANDREW D. CONNORS

ATTEST:

WANDA WELLS, MMC, CITY CLERK

City of Titusville
"Gateway to Nature and Space"

REPORT

To: Members of the City Council
From: Thomas Abbate, City Manager
Subject: **Schools in the Urban Village (UV) Zoning District**
Department/Office: Community Development

Recommended Action:

Schedule the public hearings to adopt the ordinance.

Summary Explanation & Background:

On October 14, 2025, Mr. Jesse Wright requested the City Council consider amending the list of permitted uses in the Urban Village (UV) zoning district to include schools. Council provided advisability for staff to research allowing schools in the UV district. The motion was for staff to only come back with the research, not an ordinance at this time. Enclosed for Council's information is a list of Conditional Use Permit requests to establish a new school or to modify existing schools between the years 2017 and 2025. Section 28-255 of the City's Land Development Regulations defines schools (public or private) as any building or group of buildings or part thereof which is designed, constructed or used for educational or instruction of any branch of knowledge. The same Section further lists the zoning districts where schools are permitted, permitted with limitations, and permitted with a conditional use permit. A conditional use permit is required in all residential and commercial zoning districts. It is therefore recommended that a school in the UV zoning district also require a conditional use permit. Enclosed for Council's review is a draft ordinance.

Alternatives:

1. Schedule the public hearings to adopt the ordinance as written.
2. Schedule the public hearings to adopt the ordinance with changes.
3. Do not schedule the public hearings.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Schools in UV Ver3
2. School CUPs

ORDINANCE NO. X-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA AMENDING THE CODE OF ORDINANCES TO ALLOW SCHOOLS IN THE URBAN VILLAGE (UV) ZONING DISTRICT AS A CONDITIONAL USE BY AMENDING SECTIONS 28-54 "USE TABLE" AND 28-255 "SCHOOLS (PRIVATE OR PUBLIC)"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, Future Land Use Policy 1.11.14 provides that development within the U.S. 1 Corridor Master Plan study area, which includes areas zoned Urban Village (UV) is encouraged to be developed with a mix of uses, including but not limited to, high density residential, retail, and public realm areas that contain urban elements of increased density, intensity, and height; and

WHEREAS, The Titusville City Council has determined that schools are appropriate uses within the Urban Village zoning as consistent within designated mixed-use areas within the U.S. 1 Corridor study area.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA, as follows:

SECTION 1: Recitals. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2. That Chapter 28, "Zoning", Article IV, "Use Table", Section 28-54, "Use Table", of the Code of Ordinances of the City of Titusville, is hereby amended to read as follows:

Sec. 28-54. Use Table.

To be inserted

SECTION 3: That Chapter 28, "Zoning", Article IV, "Use Standards", Division 5, "Civic, Public, Institutional", Section 28-255, "Schools (public or private)", of the Code of Ordinances of the City of Titusville is hereby amended to read as follows:

Sec. 28-255. Schools (public or private).

(a) *Districts where permitted.*

RE	RR	R-1A	R-1B	R-1C	R-2	R-3	RMH-1			RMH-2			RHP		
C	C	C	C	C	C	C							C		
HM	T	NC	CC	RC	OP	M-1	M-2			M-3			PID		
		C	C	C	C										
GU	OR	P	DMU				UMU	SMU	RMU					UV	IRCN
			D	U	M	C			100	200	300	400	500		
C		L	L	L	L		C	C	C	C	C	C		C	

(b) *Definition.* "Schools (public or private):" Any building or group of buildings or part thereof which is designed, constructed, or used for educational purposes or instruction of any branch of knowledge.

- (1) *School, college/university*: An educational institution authorized by the State of Florida, to award baccalaureate or higher degrees.
 - (2) *School, elementary*: Any school licensed by the State of Florida ~~and~~ which meets the State of Florida requirements for elementary education. Elementary school shall be from kindergarten to sixth grade.
 - (3) *School, high school and/or secondary*: Any school licensed by the State of Florida, which is authorized to award diplomas for high school and/or secondary education. High school and/or secondary school shall be from ninth to ~~twelfth~~ 12th grades.
 - (4) *School, parochial*: A private school supported and controlled by a church or religious organization.
 - (5) *School, private*: Any building or group of buildings the use of which meets State of Florida requirements for elementary, Jr. High and/or middle, High/secondary school, or higher education and which does not secure the major part of its funding from any government agency.
 - (6) *School, vocational, trade, and business*: A higher educational facility above secondary school ~~that~~, teachesing usable skills that prepare students for jobs in a trade and meetsing the State of Florida requirements as a vocational facility. Such schools shall also include adult educational schools, business schools, or professional schools.
- (c) *Standards for permitted uses with limitations.*
- (1) In the Public (P) zoning district, schools:
 - a. Shall be limited to public schools.
 - b. Shall require exterior lighting to be compatible with the surrounding neighborhood.
 - c. Shall require the applicant to clearly demonstrate the use will be compatible with the neighborhood, particularly with regard to traffic circulation, parking, and appearance.
 - d. May have additional landscaping and buffering to further screen and buffer activity from abutting residential areas imposed by City Council.
 - e. Shall have entrances to the site minimized and placed in such a way as to maximize safety, maximize efficient traffic circulation, and minimize the impact on any surrounding residential neighborhoods.
 - f. Shall provide a passenger drop-off zone adjacent to the facility ~~providing that~~ provides clear ingress and egress from parking and other areas.
 - g. Shall require all student drop off/pick up areas and their associated stacking areas to be totally on-site.
 - (2) In the Downtown Mixed-Use (DMU) Downtown, Uptown, and Midtown sub-districts zoning district, schools:
 - a. Shall meet the criteria set forth in (c)(1) above.
 - b. Shall have all playgrounds and outdoor recreational areas ~~shall be~~ set back a minimum of fifty (50) feet from any abutting residential zoning district or residential use.

- c. Shall be required to have frontage and ~~shall be accessible~~all access only from a collector or higher roadway, unless the Community Redevelopment Agency approves access from a lower roadway classification.
 - d. In the event a school is proposed to be in a commercial plaza with other commercial uses, a dedicated area for school parking, and drop-off and pick-up shall be required to be separate from other on-site commercial traffic.
- (d) *Standards for conditional uses.* These uses require public hearings.
- (1) In the Residential Estate (RE), Rural Residential (RR), Single-Family Low Density (R-1A), Single-Family Medium Density (R-1B), Single-Family High Density (R-1C), Multifamily Medium Density Residential (R-2), Multifamily High Density Residential (R-3), and Residential Historic Preservation (RHP) zoning districts, schools:
 - a. Shall meet the standards set forth in (c)(1) above.
 - b. Shall have all structures, buildings, playgrounds, and outdoor recreational areas set back a minimum of fifty (50) feet from any abutting residential zoning district or residential use.
 - c. Shall be required to have frontage and ~~all shall be accessible only~~access from a collector or higher roadways if the school has ~~over more than~~ twenty-five (25) students.
 - d. Shall require a minimum lot size— ~~of Oneone~~ (1) acre for the first thirty-five (35) students, ~~and for. E~~each additional student thereafter, shall require an additional one thousand (1,000) square feet shall be required, but in no event shall a school site ~~will~~ be required to exceed five (5) acres.
 - e. Shall locate all parking behind the setback line of the zoning district.
 - f. Shall not allow special education classes for juvenile delinquents, correctional facilities, drug or alcohol dependency/abuse, or similar type programs in any residential zoning and land use designations.
 - (2) In the Neighborhood Commercial (NC), Community Commercial (CC), Regional Commercial (RC), Office Professional (OP), General Use (GU), Downtown Mixed-Use (DMU) Downtown, Uptown, and Midtown sub-districts, Shoreline Mixed-Use (SMU), ~~and~~ Regional Mixed-Use 100, 200, 300, and 400 sub-districts (RMU-100, RMU-200, RMU-300, RMU-400), and Urban Village (UV) zoning districts, schools:
 - a. Shall meet the standards set forth in (c)(1) above.
 - b. Shall have all playgrounds and outdoor recreational areas set back a minimum of fifty (50) feet from any abutting residential zoning district or residential use.
 - c. Shall be required to have frontage and ~~shall be accessible only~~all access from a collector or higher roadway, unless City Council approves access from a lower roadway classification.
 - d. In the event a school is proposed to be in a commercial plaza with other commercial uses, a dedicated area for school parking, and drop off and pick up shall be required to be separate from other on-site commercial traffic.

SECTION 4. 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 5. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. INCORPORATION INTO THE CODE. This ordinance shall be incorporated into the City of Titusville Code of Ordinances and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing: Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the Code may be made.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become in full force and effect upon adoption by the City Council in accordance with the Charter of the City of Titusville, Florida.

PASSED AND ADOPTED, this ___th day of _____, 2026.

Andrew Connors, Mayor

ATTEST:

Wanda F. Wells, City Clerk

Conditional Use Permits for schools 2017-2025

File #	Project Name	Purpose	Tax Acct #	Project Address	Application Received
2025-10	Miss Thea's School House	school/day care	2201246	410 S. Park Ave	12/2/2025
2022-3	Park Avenue proposed School Classroom	Addition of portable school classrooms	2209032	2600 S. Park Avenue	3/4/2022
2022-7	Village Charter - Multifamily Knox McRae	Relocate School Playground	2210667, 2218243,	1881 Knox McRae Dr	7/26/2022
2019-3	Private School	Establish School	2300341	6755 S. Washington Avenue	2/21/2019
2018-2	The PBS School	School	2217909	5650 Washington	3/9/2018
2017-4	Able Academics at Good Shepherd Church	use existing church hall as a private school		2063 Garden Street	5/2/2017
2017-1	Legacy Academy	Charter School in old Publix		1181 Knox McRae Drive	3/15/2017

City of Titusville
"Gateway to Nature and Space"

REPORT

To: Members of the City Council
From: Thomas Abbate, City Manager
Subject: **Christian Court Townhomes - Preliminary Plat**
Department/Office: Community Development

Recommended Action:

Approve the Preliminary Plat for Christian Court Townhomes.

At their meeting on January 7, 2026, the Planning and Zoning Commission recommended approval, 7-0. A request was made to the applicant to explore and consider putting in a hammerhead turnaround on the dead end street that abuts Tracts K and L or Lots 43 and 42 on the provided preliminary plat.

Summary Explanation & Background:

Christian Court Townhomes, formerly known as Mercedes Townhomes, is a proposed townhome subdivision on approximately 7 acres located north of Garden Street, behind McDonald's and the O'Reilly Auto Parts store.

On January 10, 2006, City Council approved a Final Plat (Mercedes Townhomes) for 72 townhome lots on the subject property; however, the Final Plat was not recorded, and the approval subsequently became null and void. The former property developer completed certain site improvements, including installation of utilities and construction of internal roadways, which remain in place today. These existing improvements will be tested and inspected as part of future site development and townhome construction to ensure compliance with current standards.

The preliminary plat is consistent with the comprehensive plan and preliminary plat requirements described in Chapter 34, Article III, Division 5 "Plat" of the Code.

Staff reviewed the preliminary plat for consistency with the comprehensive plan and land development regulations and recommends approval.

At their meeting on January 7, 2026, the Planning and Zoning Commission recommended approval, 7-0. A request was made to the applicant to explore and consider putting in a hammerhead turnaround on the dead end street that abuts Tracts K and L or Lots 43 and 42 on the provided preliminary plat.

Alternatives:

1. Recommend approval of the preliminary plat.
2. Recommend approval of the preliminary plat with conditions.
3. Do not recommend approval of the preliminary plat.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. COVER
2. PRELIMINARY PLAT

PRELIMINARY PLAT: CHRISTIAN COURT TOWNHOMES

A REPLAT OF PART OF LOT 5 OF GARDEN STREET ASSOCIATES SUBDIVISION,
AS RECORDED IN PLAT BOOK 44, PAGE 8, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA,
LYING IN THE SECTION 32, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.

LEGAL DESCRIPTION

PART OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, GARDEN STREET ASSOCIATES SUBDIVISION REPLAT, AS RECORDED IN PLAT BOOK 44, PAGE 8, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; RUN NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 240.71 FEET ON A CURVE CONCAVE TO THE SOUTHWEST, HOLDING A CHORD BEARING & DISTANCE OF N47°43'28"W & 240.45 FEET, A RADIUS OF 1506.23 FEET, AND A CENTRAL ANGLE OF 9°09'23" TO A POINT ON THE EASTERLY LINE OF CHRISTIAN COURT; THENCE DEPARTING SAID NORTHERLY LINE OF LOT 1, RUN N37°35'43"E ALONG SAID EASTERLY LINE OF CHRISTIAN COURT, A DISTANCE OF 24.45 FEET; THENCE RUN NORTHEASTERLY ALONG SAID EASTERLY LINE OF CHRISTIAN COURT, A DISTANCE OF 19.68 FEET ON A CURVE CONCAVE TO THE SOUTHEAST, HOLDING A CHORD BEARING & DISTANCE OF N60°08'41"E & 19.17 FEET, A RADIUS OF 25.00 FEET, AND A CENTRAL ANGLE OF 45°05'57" TO A POINT ON THE CHRISTIAN COURT CUL-DE-SAC LOOP; THENCE DEPARTING SAID EASTERLY LINE OF CHRISTIAN COURT, RUN NORTHWESTERLY ALONG SAID CHRISTIAN COURT CUL-DE-SAC LOOP A DISTANCE OF 282.95 FEET ON A CURVE CONCAVE TO THE SOUTHWEST, HOLDING A CHORD BEARING & DISTANCE OF N52°24'17"W & 84.71 FEET, A RADIUS OF 60.00 FEET, AND A CENTRAL ANGLE OF 27°01'52" TO A POINT ON THE WESTERLY LINE OF SAID CHRISTIAN COURT; THENCE DEPARTING SAID CUL-DE-SAC LOOP, RUN SOUTHWESTERLY ALONG SAID WESTERLY LINE OF CHRISTIAN COURT A DISTANCE OF 19.68 FEET ON A CURVE CONCAVE TO THE NORTHWEST, HOLDING A CHORD BEARING & DISTANCE OF 51°52'45"W & 19.17 FEET, A RADIUS OF 25.00 FEET, AND A CENTRAL ANGLE OF 45°05'57"; THENCE RUN S37°35'43"W ALONG SAID WESTERLY LINE OF CHRISTIAN COURT, A DISTANCE OF 59.79 FEET TO A POINT ON THE NORTHERLY LINE OF THE REMINDER OF TRACT A, McDONALDS SUBDIVISION, AS RECORDED IN PLAT BOOK 39, PAGES 100 & 101, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LINE OF CHRISTIAN COURT, RUN N52°24'17"W ALONG THE NORTHERLY LINE OF SAID REMINDER OF TRACT A OF McDONALDS SUBDIVISION, A DISTANCE OF 155.55 FEET; THENCE RUN N17°34'10"E, A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF TRACT A, GARDEN ASSOCIATES SUBDIVISION REPLAT, AS RECORDED IN PLAT BOOK 44, PAGE 8, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID REMINDER OF TRACT A OF McDONALDS SUBDIVISION, RUN N08°42'32"E ALONG SAID TRACT A OF GARDEN ASSOCIATES, A DISTANCE OF 314.31 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 99, GARDENDALE UNIT FOUR, AS RECORDED IN PLAT BOOK 15, PAGE 150, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE DEPARTING SAID TRACT A OF GARDEN ASSOCIATES, RUN N89°24'08"E ALONG THE SOUTHERLY LINE OF SAID LOT 99 THROUGH LOT 95 OF SAID GARDENDALE UNIT FOUR, A DISTANCE OF 380.00 FEET TO THE SOUTHEAST CORNER OF LOT 95, ALSO BEING THE SOUTHWEST CORNER OF LOT 94; THENCE RUN S87°19'56"E ALONG THE SOUTHERLY LINE OF SAID LOT 94, A DISTANCE OF 73.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 94, ALSO BEING THE SOUTHWEST CORNER OF LOT 93; THENCE RUN S71°04'56"E ALONG THE SOUTHERLY LINE OF SAID LOT 93 AND LOT 92, A DISTANCE OF 120.00 FEET TO THE SOUTHEAST CORNER OF LOT 92, ALSO BEING THE SOUTHWEST CORNER OF LOT 91; THENCE RUN S38°19'56"E ALONG THE SOUTHERLY LINE OF SAID LOT 91, A DISTANCE OF 50.51 FEET TO THE SOUTHEAST CORNER OF SAID LOT 91, ALSO BEING THE NORTHWEST CORNER OF LOT 90; THENCE RUN S00°35'52"E ALONG SAID WESTERLY LINE OF LOT 90, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 90, ALSO BEING THE NORTHEAST CORNER OF LOT 23, GARDENDALE UNIT THREE, AS RECORDED IN PLAT BOOK 14, PAGE 141, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LINE OF LOT 90, CONTINUE S00°35'52"E ALONG THE WESTERLY LINE OF SAID LOT 23 THROUGH LOT 18 OF GARDENDALE UNIT THREE, A DISTANCE OF 466.82 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 18, ALSO BEING THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 3970, PAGES 1223 & 1224, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LINE OF LOT 18 OF GARDENDALE UNIT THREE, RUN S88°43'15"W ALONG THE NORTHERLY LINE OF SAID PARCEL DESCRIBED IN ORB 3970, PGS 1223 & 1224, A DISTANCE OF 279.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.11 ACRES MORE OR LESS (309.711 SF MORE OR LESS)

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD
C1	240.72	1506.22	9°09'24"	N47°43'28"W 240.45'
C2	19.68	25.00	45°05'57"	S60°08'41"W 19.17'
C3	282.96	40.00	27°01'58"	N52°24'17"W 84.71'
C4	19.68	25.00	45°05'57"	N19°02'45"E 19.17'

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD
C5	19.69	27.50	39°46'57"	S02°19'18"E 18.71'
C6	27.77	40.00	39°46'57"	S02°19'18"E 27.22'
C7	51.72	82.50	35°54'59"	S35°31'40"W 50.87'
C8	59.55	95.00	35°54'59"	S35°31'40"W 58.58'
C9	67.39	107.50	35°54'59"	S35°31'40"W 66.29'
C10	56.73	90.50	35°54'59"	S71°26'39"W 55.81'
C11	64.57	103.00	35°54'59"	S71°26'39"W 63.51'
C12	72.40	115.50	35°54'59"	S71°26'39"W 71.22'
C13	36.91	23.50	90°00'00"	N45°35'52"W 33.23'
C14	56.55	36.00	90°00'00"	N45°35'52"W 50.91'
C15	76.18	48.50	90°00'00"	N45°35'52"W 68.59'
C16	37.70	24.00	90°00'00"	N44°24'08"E 33.94'
C17	37.70	24.00	90°00'00"	N45°35'52"W 33.94'
C18	46.09	87.50	30°10'42"	S75°30'31"E 45.56'
C19	52.67	100.00	30°10'42"	S75°30'31"E 52.04'
C20	59.26	112.50	30°10'42"	S75°30'31"E 58.57'
C21	25.32	120.00	12°05'29"	N64°27'54"W 25.28'
C22	22.01	107.50	11°43'49"	N64°27'54"W 21.97'
C23	21.34	95.00	12°52'11"	N64°27'54"W 21.29'

LINE	BEARING	DISTANCE
L1	N37°35'43"E	24.45
L2	S37°35'43"W	59.79
L3	N17°34'10"E	20.00
L4	S87°19'56"E	73.72
L5	S38°19'56"E	50.51

LINE	BEARING	DISTANCE
L6	N22°12'47"W	7.83
L7	N22°12'47"W	15.10

LINE	BEARING	DISTANCE
L8	N25°24'50"E	5.53
L9	N44°24'08"E	20.36
L10	N43°23'27"E	5.53
L11	N00°35'52"W	20.03
L12	N31°34'32"E	32.45

TRACT	SIZE (SF / AC)
A	45,069 / 1.03
B	27,349 / 0.63
C	4,302 / 0.10
D	2,907 / 0.07
E	2,474 / 0.06
F	1,790 / 0.04
G	12,162 / 0.28
H	2,678 / 0.06
I	2,307 / 0.05
J	2,251 / 0.05
K	11,219 / 0.26
L	4,799 / 0.11

NOTES:
ALL TRACTS ARE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
TRACT A IS A PRIVATE ROAD.
TRACT B IS A POND SPACE AND AN OPEN SPACE.
TRACT C THROUGH TRACT M ARE OPEN SPACES.

- NOTES
- THE BASIS OF BEARING FOR THIS PLAT IS THE WESTERLY LINE OF GARDENDALE UNIT THREE, PLAT BOOK 14, PAGE 141, BEING S00°35'52"E AS CALCULATED PER NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.
 - FURTHER SUBDIVISION OF ANY LOT SHOWN ON THIS PLAT AS SERVED BY A PRIVATE STREET SHALL BE PROHIBITED.
 - 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.
 - ALL DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - TRACT B IS A STORMWATER TRACT AND SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION WITH AN EASEMENT HEREBY GRANTED TO THE CITY OF TITUSVILLE FOR INGRESS/EGRESS.
 - TRACTS C, D, E, F, G, H, I, J, K, L, M, ARE OPEN SPACES.

LEGEND

- PSM - PROFESSIONAL SURVEYOR & MAPPER
- LS - LICENSED SURVEYOR
- FND - FOUND
- IR(C) - IRON ROD (6 CAP)
- N(L)D - NAIL (6 DISK)
- CM - CONCRETE MONUMENT
- SEC - SECTION
- TWN - TOWNSHIP
- RNG - RANGE
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PG(S) - PAGE(S)
- POB - POINT OF BEGINNING
- ESMT - EASEMENT
- UE - UTILITY EASEMENT
- LE - LANDSCAPE EASEMENT
- DUE - DRAINAGE & UTILITY EASEMENT
- BFE - BASE FLOOD ELEVATION

- - IR(C) FOUND
- - 5/8" IR SET
- ▲ - N(L)D FOUND
- △ - N(L)D SET
- - CM FOUND
- - CM SET

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that I the undersigned, being a licensed surveyor and mapper, do hereby certify that on _____ completed the survey of the lands as shown in the foregoing plat or plan; that said plat is a true and correct representation of the lands surveyed and platted and was prepared under my direction and supervision; shown thereon; and this plat complies with all the survey requirements of Chapter 177, Florida Statutes; and that said land is located in BREVARD County, Florida.

PHILLIP ROBINSON, PSM.
LICENSE NUMBER: LS7190

09/23/2025
SIGNING DATE

PLAT BOOK PAGE

PRELIMINARY PLAT: CHRISTIAN COURT TOWNHOMES DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the COMPANY NAME, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates DEDICATED LANDS shown hereon to the perpetual use of DEDICATED PUBLIC.

IN WITNESS WHEREOF, the undersigned UNDERSIGNED has caused these presents to be executed and acknowledged by its undersigned Officer thereunto duly authorized on this _____ day of _____ 2025.

By: COMPANY NAME
By: COMPANY NAME, its Manager.

Printed Name: _____
Title: _____

Signed and sealed in the presence of:
Printed Name of Witness: _____

Printed Name of Witness: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of physical presence, this _____ day of _____ 2025 by COMPANY REPRESENTATIVE NAME OF COMPANY NAME, on behalf of the company, such person personally known by me.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

WITNESS my hand and official seal this _____ day of _____ 2025.

Notary Public
Commission Expires: _____
Commission Number: _____
Printed Name: _____

CERTIFICATE OF APPROVAL ENGINEER

Examined and Approve _____
County Engineer _____ Date _____

CERTIFICATE OF APPROVAL BY ZONING DIRECTOR

Examined and Approve _____
Zoning Director _____ Date _____

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY that on _____ the foregoing plat was approved by the Board of County Commissioners of BREVARD County, Florida.

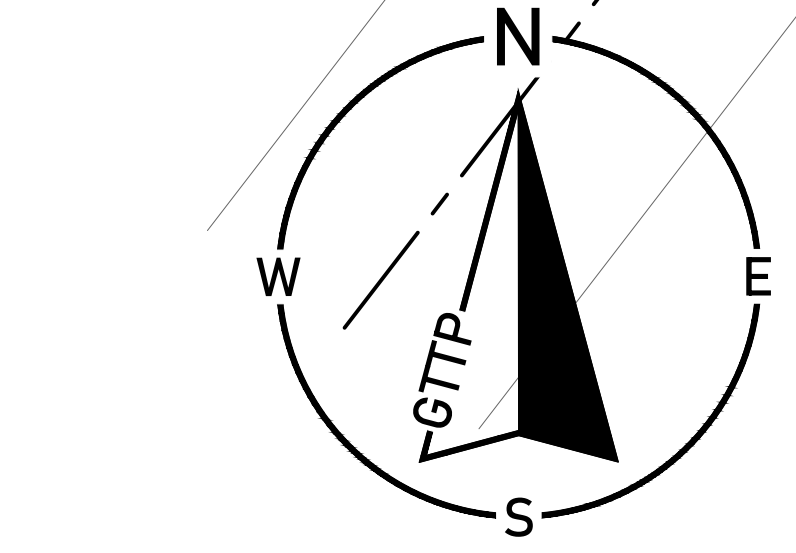
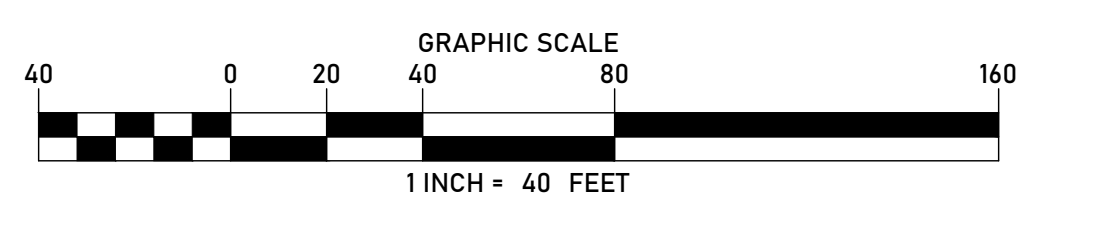
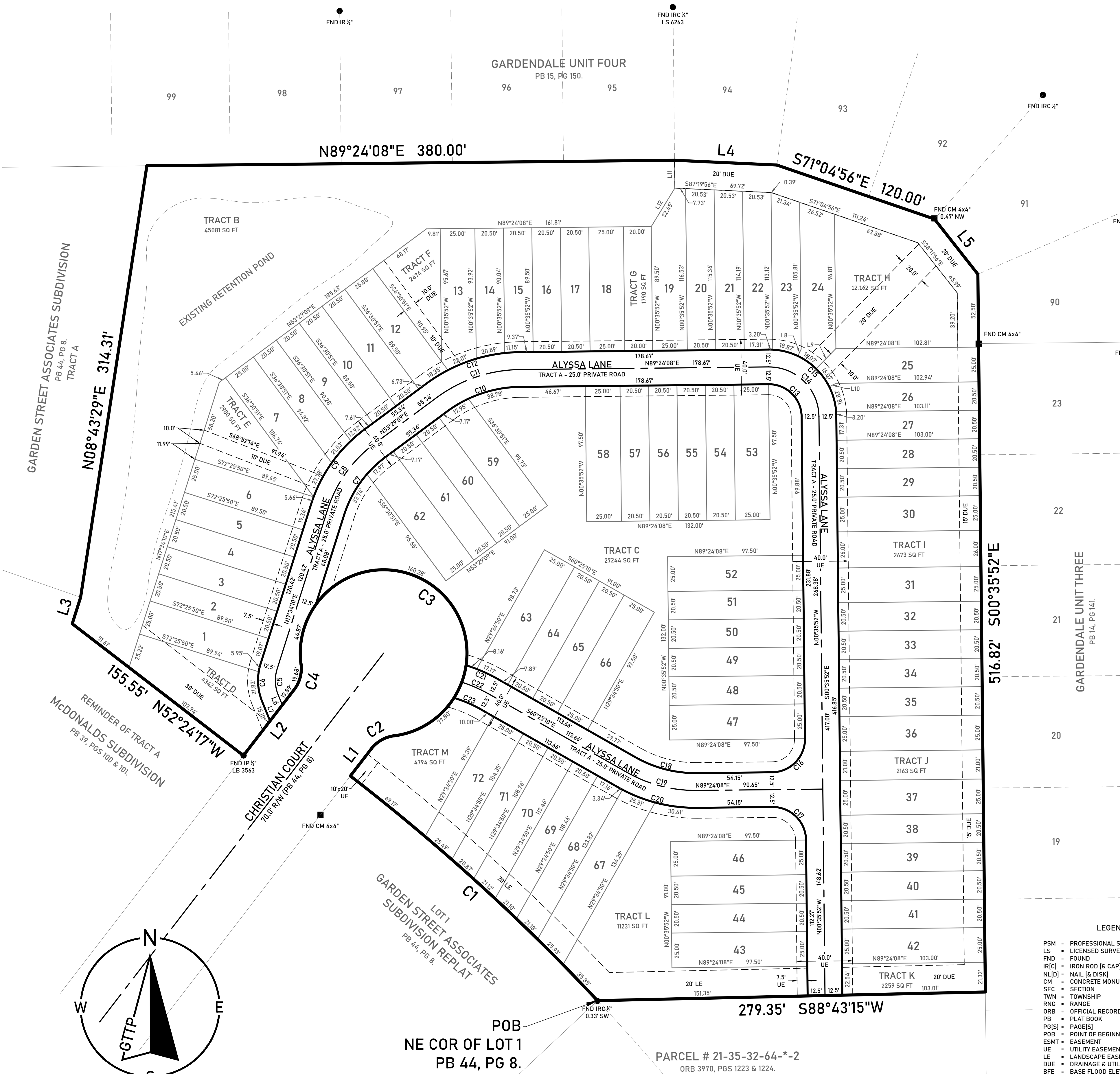
BREVARD County
Attest: _____
Clerk of the Board
By: _____ D.C.

CERTIFICATE COUNTY COMPTROLLER

I HEREBY CERTIFY, that the foregoing plat was recorded in the BREVARD County Official Records on _____ as Document No. _____

County Comptroller in and for BREVARD County, Florida.

By: _____



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.

Request council approval to renew Civilian Military Council Membership for 2026 in the amount of \$525.00.

Request council approval to attend 2026 Brevard Days at the Capitol from February 3-4, 2026 in Tallahassee, FL at a total cost of \$600.00.

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. 13 Jan 26 CM Report
2. Stormwater Management Workshop
3. Urban Forest Plan vision statements

MEMORANDUM

January 13, 2026

TO: The Honorable Mayor and City Council

FROM: Tom Abbate, City Manager

SUBJECT: City Manager’s Report

The following is my report for Council’s regular meeting of January 13, 2026

A. ACTION ITEMS

None to Report

B. INFORMATION ITEMS

1. Stormwater Management Workshop

Attached is a flyer announcing a staff public workshop on January 22, 2026 to discuss issues arising from the flash flood incident of October 26, 2025. Topics will include stormwater management efforts, preventative measures, after action and response actions and city code updates.

2. Urban Forest Vision

At the November 10, 2025 Urban Forest Visioning Workshop, residents utilized the results from a community-wide questionnaire to draft 3 vision statements. These three statements are:

- To preserve, conserve, enhance and restore Titusville's natural canopy and thoughtfully design a native urban forest that promotes the City's head reduction, flood management, and improved air quality goals along with maximizing environmental benefits.
- To enhance and preserve a healthy urban forest through conservation and strategic tree plantings that maximize environmental benefits, improves water quality, reduces heat, and enriches quality of life for the greater Titusville community.
- To create a vibrant, native forest that is beautiful, supports wildlife, improves air and water quality in the City and Indian River Lagoon, and enhances our quality of life for all. The Forest will represent the unique natural history of this area.

Attached is a flyer that asks residents to vote for one of the three above visioning statements. Citizens can vote online through the remainder of January.

For more info, please see the Project Page [Urban Forest Plan](#) on the city’s website.

Special Meetings and Events	
Stormwater Management Workshop	City Hall January 22, 2026 5:00 pm

<p>FY 27 Strategic Planning Community Conversation</p>	<p>City Hall February 7, 2026 9:00 am – 12:00 pm</p>
<p>Community Engagement Conference</p>	<p>Senior Center March 7, 2026 8:00 am – 1:00 pm</p>
<p>July 4th Parade</p>	<p>Route and Time TBD July 4, 2026</p>
<p>Red, White and Boom! July 4th Celebration</p>	<p>Sand Pointe Park July 4, 2026 6:00 pm – 10:00 pm</p>

CITY OF



STORMWATER MANAGEMENT WORKSHOP

With Public Works & Community Development

Jan 22nd 2026
@ 5:30 PM

City Council Chambers
555 S Washington Ave,
Titusville, FL 32781

Join us for a joint workshop led by the Public Works & Community Development departments. This will provide an overview of

- After-action findings
- Updates on the upcoming Flood Master Plan
- Opportunities for code revisions and
- Discussion on wetlands and related natural resources

All interested stakeholders are encouraged to attend and learn about these important initiatives shaping the City of Titusville's resilience and future planning.



Titusville.com



321-567-3775



City of Titusville



Action Needed Before Jan. 30th, 2026 | Our urban forest (street trees, parks, greenways, and even backyard trees) plays a vital role in our community's health, resilience, and quality of life.

During the November 10th, 2025, Visioning Workshop, residents used the results from the community wide questionnaire to draft 3 vision statements. One of these that will be used to guide the goals and actions of the Urban Forest Plan.

Now it's back to the you for a community wide vote! As a Titusville resident, which statement best represents your vision for our city's trees?

For more info, view the Project Page [Urban Forest Plan](#)

[Vote Here](#)

Community Conference

During the November 10th Visioning Workshop, participants drafted three (3) potential vision statements for the plan. As a Titusville resident, which of the following statements do you believe best represents the community's vision for the City's Urban Forest (our trees)? Our City's vision for our Urban Forest is...

To preserve, conserve, enhance and restore Titusville's natural canopy and thoughtfully design a native urban forest that promotes the City's head reduction, flood management, and improved air quality goals along with maximizing environmental benefits.

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

To create a vibrant, native forest that is beautiful, supports wildlife, improves air and water quality in the City and Indian River Lagoon, and enhances our quality of life for all. The Forest will represent the unique natural history of this area.