CITY OF TITUSVILLE

CITY COUNCIL

AGENDA

Regular Meeting

July 14, 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**

Pastor Jerald Smith (Retired Chaplain) from Parrish Medical Center will give the invocation.

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

A. **Minutes**

Approve the minutes of the regular City Council meeting on April 28, 2026 (6:30 p.m.), May 26, 2026 (5:30 p.m.), June 9, 2026 (6:30 p.m.) and special City Council meeting on May 30, 2026.

5. SPECIAL RECOGNITIONS & PRESENTATIONS

6. BOARDS AND COMMISSIONS

A. **Community Redevelopment Agency**

Appoint one (1) member at large to the Community Redevelopment Agency for an unexpired term to expire on September 30, 2028.

B. **Historic Preservation Board**

The Historic Preservation Board semi-annual report will be presented by Member Toni Shifalo. No action is requested.

C. **Titusville Cocoa Airport Authority**

Appoint one regular member to the Titusville-Cocoa Airport Authority with an unexpired term to expire on July 8, 2028.

D. **Titusville Environmental Commission (TEC) - Leave of Absence**

Act on Titusville Environmental Commission Regular Member William (Bill) Young's request for a two month leave of absence from the Titusville Environmental Commission meetings for the months of July and August 2026.

E. **Titusville Environmental Commission Semi-Annual Report**

The Titusville Environmental Commission's Semi-Annual report will be presented by Member Jason Miller. No action is requested.

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

8. CONSENT AGENDA

A. **Trail Town Amenities Strategic Plan**

Adopt the Downtown Bicycle and Pedestrian Amenities Strategic Plan.

B. **Water Allocation Permit - Tranquility Phase 3**

Authorize the issuance of a water supply capacity allocation permit in the amount of 20,100 gallons per day, which is 4.74% of the excess capacity for Phase 3 of the Tranquility community.

C. **Public Works Vehicles and Equipment**

Approve the issuance of a Purchase Order utilizing Sourcewell Contract No. 112624-KBA for the purchase of a Kubota tractor from Kubota Tractor Corporation in the amount of $78,674.47. Also, approve the use of the City of Tallahassee Contract #5180 and Brevard County Public Entity Purchasing Cooperative ITB No. 25-0271-B-HD for the purchase of the following vehicles: one (1) ¾-ton pickup from Beck Automotive Group in the amount of $66,051.79; one (1) Ford F-350 with crane from Beck Automotive Group in the amount of $113,562.46; one (1) ¾-ton pickup from Cocoa Ford in the amount of $75,352.91; and one (1) Ford F-550 from Cocoa Ford in the amount of $85,126.91.

D. **Approve Tyler Technologies Contract Amendment #3**

Approve Amendment #3 to the Tyler Technologies Contract and authorize the Mayor to execute the Amendment.

E. **Resolution No. 13-2026 — Adopting the Indian River Force Main Fiscal Sustainability Plan**

Approve Resolution No. 13-2026 adopting the Indian River Force Main Fiscal Sustainability Plan in accordance with the requirements of the Clean Water State Revolving Fund Loan Program.

F. **Acceptance of Easement from Parrish Landing**

Accept a utility easement for water and sewer infrastructure from Parrish Landing located north of Brooks Landing at the corner of Parrish Road and Hammock Road.

G. **Acceptance of Easement from NAP Commerce A, LLC**

Accept a utility easement for water and sewer infrastructure from NAP Commerce A, LLC located at 1875 Shepard Drive.

H. **Adopt Urban Forestry Trust Resolution No.14-2026**

Adopt the Urban Forest Landscape Fund Resolution No. 14-2026 amending Resolution No. 30-2001 by renaming the Public Landscape Trust Fund to the Urban Forest Trust Fund, by amending the use of fund revenues obtained from tree mitigation efforts to allow the planting, establishment, and maintenance of trees on public and eligible private property, with priority given to canopy replacement, low-canopy neighborhoods, and rights-of-way, and providing for an effective date.

I. **Budget Amendment - Urban Forestry Kickoff Tree Planting**

Approve the use of Landscape Trust Restricted Funds in the amount of $5,000 to the purchase trees and mulch for the Urban Forestry Plan Kickoff and approve the associated budget amendment.

J. **Budget Amendment SHIP Grant Program 25/26**

Approve budget amendment for receipt of additional disaster holdback SHIP program funds in the amount of $12,054.

K. **Acceptance of Easement from Forest Glen**

Accept a utility easement for water and sewer infrastructure from Forest Glen located at 2001 South Street.

L. **Liquid Aluminum Sulfate**

Approve the award of the bid to Univar Solutions USA, LLC for the annual purchase of liquid aluminum sulfate in the estimated amount of $29,360 per fiscal year, not to exceed the budgeted amount, and authorize the issuance of the purchase order.

M. **Task Order MHTO007 for the Water Audit and Consumptive Use Permitting assistance**

Approve the award of Task Order MHTO007 to Mead & Hunt, in the amount of $286,342 to provide engineering consulting services for a water audit and consumptive use permitting (CUP) assistance.

N. **Opioid National Settlement Fund Distributions**

Approve the purchase of Automated External Defibrillators (AEDs) for police vehicles from Rescue One in the amount of $52,000 utilizing funding from the restricted Opioid Settlement Fund. Additionally, approve the associated budget amendment.

O. **Approve Resolution No.15-2026 to amend the City's SHIP 2025-2028 LHAP**

Approve Resolution No.15-2026 to amend the City's SHIP 2025-2028 LHAP to incorporate the requirements of Senate Bill 594.

P. **Digital Storage Expansion**

Approve the use of Sourcewell Contract #121923-SHI in the amount of $79,039.52 for digital storage expansion.

Q. **Use of Sourcewell Contract for Street Sweeping**

Approve the use of Sourcewell Contract #111125-SWEP to Sweeping Corporation of America of Tampa, Florida in the annual amount not to exceed $225,000 for bi-weekly street sweeping and on-demand event/emergency street sweeping.

R. **Budget Amendment for the purchase of a replacement UAS drone for Community Relations**

Approve the use of National Cooperative Procurement Partners (NCPP) Contract #PS24030 effective through 03/14/2027 to Adorama, New York, NY and associated budget amendment in the amount of $6,650 for the purchase of a replacement drone for Community Relations.

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

A. **Comprehensive Plan Evaluation and Appraisal Report (EAR)**

Approve transmittal of the proposed Evaluation and Appraisal Report to the state land planning agency, FloridaCommerce.

The Titusville Environmental Commission reviewed the revised EAR-based Comprehensive Plan Amendments at its June 10, 2026, regular meeting and recommended approval for transmittal. 6-0.

The Planning and Zoning Commission reviewed the revised EAR-based Comprehensive Plan Amendments at its June 17, 2026, regular meeting and recommended approval for transmittal. 5-0.

B. **Comprehensive Plan Amendments CPA No. 1-2026 (Map) and CPA No. 2-2026 (Text) – Space Coast Innovation Park Phase 3 Transmittal Hearings.**

Conduct the public hearings for the Map (CPA 1-2026) and Text (CPA 2-2026) Amendments and Transmit the amendments to the State Land Planning Agency for review.

On July 8, 2026, the Planning and Zoning Commission recommended approval of the transmittal of Comprehensive Plan Amendments CPA No. 1-2026 (Map) and CPA No. 2-2026 (Text) as

presented. Approved with a 6 yes, 1 no vote. One member stated that he could not support this request without knowing more detailed information about the project.

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

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

Consider the request for Conditional Use Permit No. 9-2025 to allow a convenience store at Parcel ID # 21-35-28-00-279, within the Community Commercial (CC) zoning district. **(This item was considered at the regular City Council meeting on June 9, 2026 and tabled to this meeting.)**

On June 17, 2026, the Planning and Zoning Commission recommended approval with the following conditions: (1) A traffic study be provided; (2) Recorded cross access easement; and (3) A trail crossing safety plan be provided. Approved, 5-0.

10. ORDINANCES - FIRST READING

11. OLD BUSINESS

12. NEW BUSINESS

A. **Water and Sewer Revenue Bond, Series 2026**

Approve a new Water and Sewer Revenue Bond, Series 2026 authorizing the Mayor to sign and execute all related loan and contract documents with RegionsCapital Advantage as the loan provider, approve Supplemental Resolution No. 16-2026 and approve related Budget Amendment to fund the projects, closing costs, and debt service payment.

B. **FY27 Stormwater Rates**

Approve the proposed Fiscal Year 2027 stormwater assessment rate for purposes of the required public notifications.

C. **Data Centers**

Provide direction on standards to be implemented for data centers.

D. **Zoning District Density Standards**

Approve the Planning and Zoning Commission recommendation to remove the maximum density standards from the zoning districts and allow the Comprehensive Plan to regulate density.

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

14. MAYOR AND COUNCIL REPORTS

A. **Mayor's Report**

Mayor Connors will provide his individual report.

B. **Council Reports**

Council will provide their individual reports.

15. CITY MANAGER’S REPORT

A. **City Manager's Report**

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

16. CITY ATTORNEY’S REPORT

A. **Titusville Municipal Marina – Expanded Activity and Use Considerations**

No recommendation. Council may provide directive(s).

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 April 28, 2026 (6:30 p.m.), May 26, 2026 (5:30 p.m.), June 9, 2026 (6:30 p.m.) and special City Council meeting on May 30, 2026.

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. Draft Minutes - April 28, 2026 (6:30 p.m.)
2. Draft Minutes - May 26, 2026 (5:30 p.m.)
3. Draft Minutes - May 30, 2026
4. Draft Minutes - June 9, 2026 (6:30 p.m.)

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, April 28, 2026. 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 City Clerk Wanda Wells.

Pre-recorded procedures for public comment, participation, and conduct were played for all individuals in attendance or watching the meeting. Mayor Connors called for a moment of silence. He then 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 March 24, 2026 (6:30 p.m.), as submitted. Vice-Mayor Cole seconded the motion and it carried unanimously.

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SPECIAL RECOGNITIONS & PRESENTATIONS – None.

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City Manager Abbate advised that Consent Agenda Item 8 A. - *Lease Acquisition of Stormwater Vacuum Truck* was withdrawn from the agenda by staff. The agenda item would be rescheduled for the regular City Council meeting on May 12, 2026.

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BOARDS AND COMMISSIONS

Student Advisory Council Annual Report – No action was requested. Members of the 2025/2026 Student Advisory Council presented the board's Annual Report, including the recommendations and goals for 2026/2027.

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Student Advisory Council Scholarships - No action was requested. Mayor Connors presented scholarship checks to two graduating seniors, Peyton Redfern of Astronaut High School and Cadyn Fiebig of Titusville High School.

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2026/2027 Student Advisory Council Membership Appointments – City Manager Abbate highlighted the request in the City Council agenda packet. The request was for City Council to confirm the following proposed slate of students as members of the 2026/2027 Student Advisory Council, as appointed by their respective schools, and in accordance with Resolution No. 5-2023, as followed:

Astronaut High School
12th grade: Sydney Lelle
11th grade: Luke Donhoff
10th grade: Kylie Miller
9th grade: Emma Manning

Titusville High School
12th grade: Grace Barraza
11th grade: Ava Sperr
10th grade: David Speeler
9th grade: (Name of student pending from school)

Academic Community Enrichment, Inc. (Association)
12th grade: Christa Sims
11th grade: Trinity Johnson
10th grade: Jackie Willis
9th grade: (Name of student pending from school)

Stan Johnston submitted a public speaking card. He commented on attending a Student Advisory Council (SAC) meeting and addressing the students on his concerns about fraud, dishonesty, etc.

Motion:
Member Nelson moved to confirm the aforementioned slate of students as members of the 2026/2027 Student Advisory Council, as appointed by their respective schools and as recommended. Vice-Mayor Cole seconded the motion and it carried unanimously.

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Economic Development Board of Directors – This was the initial request to appoint individuals to serve on the City's newly created Economic Development Board of Directors, as outlined in the Council agenda packet. The request was to appoint five (5) qualified members by a majority vote from applicants (applications) received by the City Clerk's Office and appoint two (2) qualified members collectively from the nominations received from the Chamber of Commerce.

Regarding term lengths, the request also included that four (4) board members shall be appointed with terms to expire on April 30, 2029, and the other three (3) board members shall be appointed with terms to expire on April 30, 2028. This would provide a structure for having staggered terms.

Three individuals submitted public speaking cards.

Stan Johnston was opposed to Council making the appointments due to his concerns for fraud and corruption.

Darcia Bair read from a prepared statement that discussed questions and concerns on the applications included in the Council agenda packet, the impact the board may have on the City, and why her concerns and other information that she discussed was important. She also discussed concerns on vacant properties, leasing options, prioritizing the City should be a main priority, etc.

Elizabeth Baker felt the former North Brevard Economic Development Zone had a long history of controversy and mismanagement. She believed people were upset that millions of zone dollars were given to people that were already billionaires. Her concern was for the "have's" and "have nots". Additionally, Ms. Baker felt the proposed applicants, except for one, were deeply entrenched in politics and other boards, as reviewed from her various viewpoints.

Next, several applicants spoke on behalf of their applications.

Dan Aton briefly highlighted his former and current community involvements. He was available to answer any questions.

Bart Gaetjens highlighted having a 40-year career at Florida Power and Light, owning his current home of 35 years, and disclosing that he did not have any business interests in the Brevard County nor elsewhere, other than he did have or owned one share of the Green Bay Packers. He further highlighted his community involvements and desire to do what was best for both Titusville and/or North Brevard County.

Sean Hollis highlighted his education, coming to Titusville in 2013, his involvements and working in space related industry, and his desire to make improvements to Titusville and the area.

Stan Retz disclosed that he lived in Mims, he owned nine pieces of real estate in the City of Titusville, he owned several business---some outright and some were partial ownership, he was not a business parter with a particular Councilmember as one citizen that spoke earlier stated during their comments, and he was a real estate broker, although he was not heavily active in this area. Mr. Retz advised his primary business involvement was being a Certified Public Accountant (CPA), he did not represent any developers, although he had completed tax work for developers in the past, but it had nothing to do with his real estate business. Additionally, Mr. Retz highlighted former and current community involvements and he encouraged City Council to select the most qualified applicants, even if the Council felt that did not include him.

Edna Wilson disclosed that she was presently a real estate broker in Titusville for approximately 10 years. She further commented on her various community involvements, her dedication to improving Titusville, the importance of helping new businesses "get off the ground and improve…", the importance of being able to compete or indicated being able to compete with other communities trying to attract new business or achieve the goals intended by creating the Economic Development Board, etc.

Kyle Bradfield disclosed he owned a local branch office of Geico Insurance that he opened in 2021, he had lived in Titusville for four years and recently lived in Cocoa, his various community involvements, how he came about applying to be a board member after being contacted by the Chamber of Commerce, etc. He was available for questions.

Amer Hatoum highlighted that he was born and raised in Titusville, graduated from Titusville High School, he was a 3rd generation Titusville resident, his grandfather and his father had businesses in Titusville, and he and his family experienced the prior economic ups and downs experienced by Titusville residents. Mr. Hatoum also disclosed that he had a small business in Titusville. Additionally, he commented on the importance of economic development that could generate more spending and investment in the community, small business growth, community involvements, scholarship program, etc. He was available for questions.

Tanya Hudson disclosed that she owned a small business in Titusville since 2023. She also highlighted being a resident since childhood, her education, having worked in corporate business as an environmental professional, her passion and focus for assisting small business, various community involvements, smart growth rather than any type of growth was an important focus, etc.

Next, the Council made several, individual, motions to achieve the task of appointing applicants to the Economic Development Board of Directors.

Motion:
Member Nelson moved to appoint Bartholomew (Bart) Gaetjens to the Economic Development Board of Directors for a three-year term to expire on April 30, 2029. Member Stoeckel 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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Motion:
Member Moscoso moved to appoint Tanya Hudson to the Economic Development Board of Directors for a three-year term to expire on April 30, 2029. Member Stoeckel seconded the motion and the roll call vote was:

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

Member Moscoso	Yes

The motion carried unanimously.

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Motion:
Member Stoeckel moved to appoint Sean Hollis to the Economic Development Board of Directors for a three-year term to expire on April 30, 2029. Member Moscoso 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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Motion:
Vice-Mayor Cole moved to appoint Stan Retz to the Economic Development Board of Directors for a two-year term to expire on April 30, 2028. Member Stoeckel seconded the motion and the roll call vote was:

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

The motion carried unanimously.

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Motion:
Member Stoeckel moved to appoint Edna Wilson to the Economic Development Board of Directors for a three-year term to expire on April 30, 2029. Member Moscoso seconded the motion and the roll call vote was:

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

The motion carried unanimously.

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Motion:
Member Stoeckel moved to appoint Amer Hatoum to the Economic Development Board of Directors for a two-year term to expire on April 30, 2028. Member Nelson 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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Motion:
Member Stoeckel moved to appoint Dan Aton to the Economic Development Board of Directors for a two-year term to expire on April 30, 2028. Member Nelson seconded the motion and the roll call vote was:

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

The motion carried unanimously.

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To the above, Mayor Connors summarized that seven (7) applicants had been appointed to serve on the City's Economic Development Board of Directors. He also thanked each of the applicants.

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Titusville Housing Authority - No action was requested. The Titusville Housing Authority's semi-annual written report is included in the agenda packet.

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

James Nelson commented on his support of the City having a stormwater plan, conversations with a City of Oviedo stormwater employee that was available to answer questions on Oviedo's stormwater system, a joint government partnership for stormwater that began in the 1970s between the cities of Casselberry, Altamont Springs, and Longwood, for which representatives from these cities planned to travel to Oviedo in May 2026 to see a presentation on Oviedo's stormwater system and that would allegedly discuss private and public maintenance of stormwater infrastructure, using an old golf course as a flood plain, reporting back with more information to the upcoming presentation, etc.

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Vickie Conklin distributed information. She read from a prepared statement that discussed formal policies and Council's role as it was related to using the City's *Comprehensive Plan, Florida Statutes Chapter 163, Land Development Regulations Sec. 27-12(j)* to make decisions, policy that discussed how to address conflicts between the policies, being pleased with Council's vote on a related matter on February 10, 2026, her concerns on the Apollo Gardens Project, including application of policies or staff decisions about the project, public objections, concerns for declining property values of nearby homes, traffic and safety issues, excessive clearing of trees, etc. Her request was for Council to be cautious of how any of their future decisions may negatively impact residents.

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Kathleen O'Rourke commented on a concept or proposal to complete a forensic audit that Council may be discussing or contemplating at upcoming meetings. She continued and read from a prepared statement that discussed her viewpoints on a recommendation of completing an audit of all departments, for the purpose of looking for patterns, providing clarity, having systems and controls, avoiding discrepancies and preventing financial losses, forensic audits were objective and restored public trust, etc.

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Stan Johnston commented on concerns regarding fraud during the 2024 elections, mistrust, his belief that deliberate spraying women and children with sewage occurred in 2021, harmful consequences, etc.

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Melinda Villain of the Indian River City Neighborhood distributed information. She read from a prepared statement that discussed records containing information on the zoning and permitting for properties along Acorn Drive, which she advised had been used historically as a residential or local street, not an arterial or commercial use or frontage. If use of Acorn Drive changed to commercial use, she asked how and when did that change legally occur. Additionally, Ms. Villain was concerned about a nearby property that appeared to operate commercially, whether there was consistent application of formal policy, etc. Her request was for a formal review of Acorn Drive's zoning, occupancy, addressing, frontage, land use transitions, approval, and enforcement actions, etc.

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An individual (name not given) read from a prepared statement that discussed his various viewpoints and concerns for fraud, waste, accountability, a parking lot or project that was discussed by the Planning and Zoning Commission, costs related to the project, cronyism, short term thinking that neglected taking future impacts into consideration, etc.

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Elizabeth Baker commented in general on her viewpoints of social and/or political statements, accountability, she did not support having the same people in charge of responsibilities or services related to "everything" and running the programs or tasks "into the ground", concerning items such as flooding of homes, veterans sleeping in the parks, sewers falling apart, complacency, cronyism, etc.

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CONSENT AGENDA

City Manager Abbate advised that Consent Agenda Item A - *Lease Acquisition of Stormwater Vacuum Truck* was withdrawn by staff, as stated earlier in the meeting. To this, City Manager Abbate read Consent Agenda Item Nos. B and C, as followed:

B. First Avenue Sidewalk and Roadway Improvements - Approve award of a Contract for CN-26-B-028MG to Universal Contracting and Construction for the First Avenue Sidewalk and Roadway Improvement Project in the amount of $349,981.25 and authorize the Mayor to execute the Contract.

C. Titusville Bus Bench Program - (1) Approve termination of the March 9,1993 Agreement with Metropolitan Systems Inc. and (2) Approve and authorize the Mayor to execute the new 10- year License Agreement with a 5-year extension at the City's discretion with Creative Outdoor Advertising of America Inc. for the modernization and continued operation of the City's bus bench program.

Stan Johnston submitted a public speaking card on Consent Agenda Items B and C, to which he spoke and indicated being neutral on his card.

Susan Pinder submitted a public speaking card on Consent Agenda Item B, to which she spoke and indicated being in support on her card.

Public Works Director Sandy Reller provided information on some of Ms. Pinder's comments, as requested by Mayor Connors.

Motion:
Member Nelson moved to approve Consent Agenda Items B and C, in accordance with the recommendations.

Member Moscoso desired having discussion on Consent Agenda Item B, to which she and staff discussed her questions on how the City chose where sidewalks would be completed, which was based on a collaborative process involving the public and residents in target areas being contacted and providing input, such was the case with the pending request in Item B.

About Consent Agenda Item C and bus stop benches, Member Moscoso and staff discussed her questions on exploring the use of other rights-of-ways for installing additional benches, if it were at no additional cost, etc. It was also her understanding the vendor would replace any existing benches not compliant with the *Americans with Disability Act* (ADA). It was also her desire to see if any additional benches could be installed elsewhere, once rights-of-ways or other possible locations were determined.

City Attorney Treasure commented that the contract contemplated the City could add new benches. The indication was Member Moscoso desired researching where new benches could be located. Other Councilmembers voiced support of the idea.

Amended Motion:
Member Nelson amended the motion and moved to approve Consent Agenda Items B and C, in accordance with the recommendations, as well as authorizing staff to explore other locations to install bus benches. Member Moscoso 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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ORDINANCES – SECOND READING, PUBLIC HEARING AND RELATED ACTION –

Certified Recovery Residences Ordinances – City Manager Abbate introduced and highlighted the request, as provided in the Council agenda packet.

Community Development Director Brad Parrish read *Ordinance No. 9-2026* - AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA AMENDING THE CODE OF ORDINANCES TO ESTABLISH PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCE WITHIN THE CITY CONSISTENT WITH CHAPTER 2025-182, LAWS OF FLORIDA BY CREATING SECTIONS 28-21 "ACCOMMODATIONS FOR A CERTIFIED RECOVERY RESIDENCE"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND EFFECTIVE DATE. This was a legislative item.

On April 8, 2026, the Planning and Zoning Commission (P&Z) recommended approval with the following recommendations: (1) Include an application fee in the ordinance; (2) Include graduated distance based on the number of occupants; (3) Address required inspections by both Building Department and Fire Department; (4) Include in the application the same required documentation as page 21 of the agenda packet with the exception of fee schedule and refund policy; (5) Identify which is the certifying entity – FARR, FCB or DCF; (6) Identify the certified accreditation level, is it 1, 2, 3, or 4?; (7) Identify types of services offered; (8) Determine if it is a 24-hour facility or operating in just the day or night; (9) Identify staffing levels and security; (10) Clarification of the appeal process; and (11) Automatic revocation of the license if closed, abandoned, or if the facility loses their certification. The motion was approved with a 6 yes, 1 no vote. The one member voted no based on this piece of policy in his opinion needed to mirror what we already have for all other group homes.

Community Development Director Parrish highlighted a substantive amount of information in the published City Council agenda packet. He indicated that if Council desired adopting any of the P&Z's recommendations, readvertising was necessary.

Council discussion ensued on the recommendations, whether occupancy could be limited, State law, building, and occupancy codes, the Council could not enact local law that conflicted with State law and not recommended to duplicate State law, if there were any legal mechanisms to be enacted that could prevent operators from breaking policies, annual fire inspections, concerns for exceeding occupancy, facility cleanliness, complaints for nuisances was when Code Enforcement may be able to detect the types of concerns or violations that were concerning to Council, etc.

Mayor Connors opened the public hearing.

Stan Johnston commented on various agencies and services provided to individuals. He requested Council not to enact distance regulations for recovery residences. He felt they did not work.

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

Motion:
Member Nelson moved to approve the Certified Recovery Residences Ordinance No. 9-2026. Vice-Mayor Cole seconded the motion.

Community Development Director Parrish indicated the importance to clarify the proposed ordinance applied to all types of residential. It was not explicitly for single family homes. Brief discussion ensued on whether the intent was to add the P&Z conditions to the proposed ordinance. If so, readvertising a modified ordinance and rescheduling new hearing dates would be required.

Member Nelson advised her intention was to approve Ordinance No. 9-2026, as written by staff and with no conditions or changes. Vice-Mayor Cole's second held.

The roll call vote on Ordinance No. 9-2026, as written and with no changes was:

Vice-Mayor Cole	Yes

Member Stoeckel	Yes
Member Moscoso	Yes
Member Nelson	Yes
Mayor Connors	Yes

The motion carried unanimously.

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Truck on Local Roads Ordinance – City Manager Abbate introduced and highlighted the request, as provided in the Council agenda packet.

Community Development Director Brad Parrish read *Ordinance No. 10-2026* - AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES TO REGULATE TRUCK TRAFFIC IN AND ON CERTAIN RESIDENTIAL STREETS BY CREATING SECTION 17-34 "RESTRICTIONS ON TRUCK USE OF STREETS" AND AMENDING SECTION 20-26 "POWERS AND DUTIES OF CITY MANAGER RELATIVE TO TRAFFIC" AND DEVELOPMENT REVIEW PROCEDURES TECHNICAL MANUAL SECTIONS 14.2 "PRE-APPLICATION MEETING", 14.3 "CONCEPT PLAN", 14.4 "APPLICATION PROCEDURES", AND 14.5 "SITE PLAN REQUIRED EXHIBITS"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE. This was a legislative item.

On April 8, 2026, the Planning and Zoning Commission (P&Z) recommended approval as written. The following friendly amendment was accepted: (1) Strike all technical manual references in this ordinance and add to the ordinance that, during construction activity, the City reserves the right to restrict access if deemed to be necessary to reduce impact on local streets. Approved unanimously with a 7-0 vote.

Community Development Director Parrish highlighted a substantive amount of information in the published City Council agenda packet.

Mayor Connors opened the public hearing.

Stan Johnston advised he was a professional engineer and that he was previously a licensed land surveyor. He commented on the lot widths, trucks being able to turn around near residences, his desire for Councilmembers to visit Mockingbird Lane, which he advised was not able to accommodate trucks as permitted or for reasons he explained, etc.

Malinda Villain commented on having longstanding concerns for trucks on local roads, including on alleyways in the Indian River City Neighborhood (IRCN) that were only 12 to 14-feet wide, trucks loading and unloading in front of residences, concerns the proposed rules would not apply to Acorn Drive despite its only being 22-feet wide, the prevalence of pot holes had increased on Acorn Drive, the description of a nearby street(s) indicated to be located in mixed-use area, but that she felt was mostly residential, public streets and sidewalks were used for loading and unloading, the danger to the public of trucks maneuvering and backing on residential roads, etc.

Per Member Nelson's request, staff discussed the process of reviewing applications for business tax receipts, site plan requirements, the staff evaluation process for business tax receipt applications, etc.

Per Member Moscoso's request, staff discussed the Indian River City Neighborhood (IRCN) and a particular corridor off Hopkins Avenue, the history of the IRCN Neighborhood Plan desired by the residents and previously approved by Council intended to protect the IRCN neighbors as described and to which a new zoning district was created, there was existing commercial zoning at either end of the IRCN, possible non-conforming uses, etc.

Council discussion ensued on:

- An idea to designate which roads a business could use up front (at the beginning), when a plan or business tax receipt application was submitted, rather than waiting to see if an issue or undesirable truck traffic pattern developed later-on or that grew concerning to residents
- Enforcement of the plan submittal and/or questioning the difficulty of enforcing policy
- The Planning and Zoning Commission's recommendation(s) and how it may affect staff's work
- Staff was able to ask for additional information if they detected a safety issue with submittals
- The *definition* of a local road, road classifications, road size standards, etc.
- Business owners were not allowed to do anything inconsistent with their site plans or constructions plans

There were no additional individuals that wished to speak and the public hearing was closed.

Motion:
Member Nelson moved to approve *Ordinance No. 10-2026 Trucks on Local Roads*, as written. Vice-Mayor Cole seconded the motion.

City Clerk Wells requested and received clarification the motion was to approve Ordinance No. 10-2026 as written by staff. There were no conditions or changes and the motion did not include the Planning and Zoning Commission's recommendations. The roll call vote was:

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

The motion carried unanimously.

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ORDINANCES - FIRST READING – None.

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OLD BUSINESS

Resolution No. 07-2026 – Repealing Resolution No. 24-1997 and Establishing Revised Quasi-Judicial Procedures - City Manager Abbate highlighted the request, as provided in the Council agenda packet. The request was to adopt Resolution No. 07-2026 repealing Resolution No. 24-1997 and establishing revised Quasi-Judicial Procedures.

Two individuals submitted public speaking cards.

Stan Johnston commented on being a professional engineer meant protecting the health, safety, and welfare of the public, and his comments on hearing items applied to this scope.

Earl Johnson stated that the proposed resolution contained improvements, but he did not agree with all the provisions in practice, which he highlighted his viewpoints, such as who may be deemed expert witnesses, whose opinions may carry more weight in assisting with Council's decision making, having more transparency related to *ex parte communications*, what evidence may carry more weight, making the resolution clearer on the guidance or standards for participants from the public, etc.

Council discussion ensued on:

- On page 435 of the Council agenda packet, the proposed resolution indicated that a board member should disclose any *ex parte communications* or site visits and this was strongly recommended under the law and would be requested at meetings by the proposed resolution's guiding procedures
- A recommendation by a former staff member to adopt an ordinance rather than a resolution on these matters or at least concerning procedures for *ex parte communications*
- One Councilmember's support of the definition of *standing* and perhaps because an individual participating in a public hearing was not deemed an expert did not mean they were not an expert on a subject or issue

Motion:
Member Nelson moved to approve Resolution No. 7-2026, as written and recommended. Vice-Mayor Cole seconded the motion and the roll call vote was:

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

The motion carried unanimously.

xxx

Presentation of Funding Options for the Titusville Economic Development Organization (EDO) - City Manager Abbate highlighted the request, as provided in the Council agenda packet. Staff recommended that City Council provide direction on preferred funding strategies to advance the implementation of the Titusville Economic Development Organization (EDO).

Economic Development Manager Nicolas Gow gave a presentation on three, economic development, funding strategies, including

1. *FPL Franchise Fee Set-Aside* – this option suggested drafting an ordinance and dedicate a portion of incremental FPL (a.k.a. Florida Power & Light) franchise fees generated by new development to a restricted fund

2. *Establish a Tax Increment Financing (TIF) District*

3. *Restricted Fund Through the Annual Budget* – draft a resolution and create a restricted fund through annual appropriations, remaining balances leftover from the former North Brevard Economic Development Zone (NBEDZ), and other lawful revenues

Stan Johnston submitted a public speaking card. His concern was for economic downturns and upturns and using common sense during either economic scenario.

Mayor Connors stated that his preference was for Strategy 1 and his reasons why. He also desired utilizing and building on leftover funding allocated or appropriated for City economic development projects under the former NBEDZ. He and staff also discussed his questions about making long-term budget calculations and needs, carefully writing any future, set aside or new development agreements if the Council selected Strategy No. 1, taking control of the remaining funds from NBEDZ (held by the County), etc.

Member Stoeckel discussed her questions related to Strategy 1, use of funding, funding in the General Fund and if or when it could be moved to a restricted fund for economic development, there were other priorities or competing needs in the City, not being certain if she was ready to move funds from the General Fund and reasons why, grant funding for other needs in the City and seeing how they materialized, etc.

Member Moscoso supported Member Stoeckel's comments. She desired having flexibility, not being certain what would happen to property taxes, and why she supported Strategy 3.

Vice-Mayor Cole also supported Strategy 3. He did not want to take anything away from the City.

Member Nelson indicated support for Strategy 3.

Motion:
Member Nelson moved to approve *Strategy No. 3 – Restricted Fund through the annual budget*, as the preferred funding to advance the implementation of the Titusville Economic Development Organization. Vice-Mayor Cole seconded the motion and the roll call vote was:

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

The motion carried unanimously.

City Manager Abbate would report back to Council with a proposed resolution structured similarly to the reserve stabilization fund that sets parameters and that would give entire oversight to City Council, as far as the amount of funding per year and based on Council's budget priorities, etc.

xxx

Brackish Water Source Feasibility Study - City Manager Abbate highlighted the request, as provided in the Council agenda packet. The request was to award Task Order CDMTO003 to CDM Smith, Inc., in the amount of $96,290 to provide engineering consulting services for a feasibility study for a brackish water source and authorize the Mayor to execute the Task Order. Additionally, approval of an associated budget amendment was requested.

Michael Myjak submitted a public speaking card. He supported the request for reasons he explained.

Stan Johnston submitted a public speaking card. He commented on events related to keeping or creating pressure in City wells, in order to not lose pressure, how it could be harmful and financially costly to overcompensate by over-pumping wells, wells that did not produce much water and cost money, cautioning on mishandling on the management of wells, etc.

Motion:
Member Nelson moved to approve the request to award Task Order CDMTO003 to CDM Smith, Inc., in the amount of $96,290 to provide engineering consulting services for a feasibility study for a brackish water source, and authorize the Mayor to execute the Task Order, as recommended. The motion also included approval of an associated budget amendment, 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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NEW BUSINESS

Fiscal Year (FY) 2026 Mid-Year Budget Review and Financial Update - The request was to approve the FY 2026 mid-year budgetary change requests for General Fund, Community Redevelopment Agency (CRA), Enterprise, Internal Service and other Funds and approve the associated budget amendment. City Manager Abbate gave a presentation that reviewed a substantive amount of information for the agenda item, a copy of which was provided for the agenda packet meeting materials.

Stan Johnston submitted a public speaking card. He commented on concerns about dishonesty, dams at the Senior Center, positive water outfall, drainage ditches at Interstate-95, disobeying flooding regulations, etc.

Member Moscoso and staff discussed her questions on midyear funding requests, including $35,000 for additional garbage cans and $180,000 for chemicals. She wanted a more in-depth breakdown of the budget adjustments to take to the upcoming Council workshop on May 30, 2026.

Member Stoeckel and staff discussed her questions on what was included in the scope of work for $90,000 for a small area study for the old Royal Oak Golf Course. She also desired to bring the information presented in the agenda item to the upcoming Council workshop on May 30, 2026 to discuss Council's priorities.

Mayor Connors and staff discussed his questions why an additional $50,000 was requested for Human Resources and benefits consulting costs. A bid search was presently underway while the City shopped for a benefits consultant.

Motion:
Member Nelson moved to approve the Fiscal Year (FY) 2026 mid-year budgetary change requests for General Fund, Community Redevelopment Agency (CRA), Enterprise, Internal Service and other Funds and approve the associated budget amendment, as recommended. Vice-Mayor Cole seconded the motion and the roll call vote was:

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

The motion carried unanimously.

xxx

Stormwater Master Plan - City Manager Abbate highlighted the request, as provided in the Council agenda packet. The request was to approve the award of Task Order # GEOTO006 to Geosyntec Consultants in the amount of $748,500.72 to provide consulting services for the Stormwater

Master Plan Flood Assessment. Additionally, approve Resolution No. 9-2026 and the associated budget amendment and authorize the Mayor to execute Task Order #GEOTO006.

Michael Myjak submitted a public speaking card. He supported the request and discussed the importance of implementing a new stormwater master plan.

Stan Johnston submitted a public speaking card. He commented on concerns for the consultant that was proposed for the scope of work, omissions and errors, etc.

Motion:
Member Nelson moved to approve the award of Task Order # GEOTO006 to Geosyntec Consultants in the amount of $748,500.72 to provide consulting services for the Stormwater Master Plan Flood Assessment, approve Resolution No. 9-2026, approve the associated budget amendment, and authorize the Mayor to execute Task Order #GEOTO006, as recommended. Vice-Mayor Cole seconded the motion and the roll call vote was:

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

The motion carried unanimously.

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Master Pump Station Project - City Manager Abbate highlighted the request, as provided in the Council agenda packet. The request was to approve award of Contract CN-26B-026/LR to Masic General Contractor, Inc. for the Knox McRae Master Pump Station improvements in the amount of $4,498,485, approve the associated budget amendment, and authorize the Mayor to execute the contract.

Stan Johnston submitted a public speaking card. He commented on concerns about the cost associated with the agenda item, the rationale for the requested funding, etc.

Member Moscoso and staff discussed her questions on the rationale for the request. The current equipment was old and had exceeded its useful life, required manual activation, it was difficult to find replacement parts for the old equipment, etc.

Motion:
Member Nelson moved to approve the award of Contract CN-26B-026/LR to Masic General Contractor, Inc. for the Knox McRae Master Pump Station improvements in the amount of $4,498,485, approve the associated budget amendment, and authorize the Mayor to execute the contract, as recommended. Vice-Mayor Cole seconded the motion and the roll call vote was:

Member Moscoso	Yes

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

The motion carried unanimously.

xxx

Blue Heron Filter Project - City Manager Abbate highlighted the request, as provided in the Council agenda packet. The request was to approve the award of contract CN-26N-25/LR to L7 Construction, Inc. for the Blue Heron WRF Filter Upgrade project in the amount of $5,669,437, approve the associated budget amendment, and authorize the Mayor to execute the contract.

Stan Johnston submitted a public speaking card. He felt the request was related to the 4 Log Virus, concerns of staff credentials or expertise to judge whether new equipment was needed, his prior Navy experience that required military personnel to keep pumps used in World War II in working order, his suggestion to fix equipment rather than replace it, his request to prepare a report on these matters, etc.

Per Member Nelson's request, Deputy Public Works Director Ashleigh Smith, also a Professional Engineer (P.E.), discussed the current sand filters used were 25-years old, but did not allow water to be taken back from the wetlands out at Blue Heron through the existing filters and meet the reclaim quality. New technology, described as geometric cloth/fiber that went into the existing filter trains, would be able to accomplish the goals and increase capacity significantly that also would support future growth, etc.

Motion:
Member Nelson moved to approve the award of contract CN-26N-25/LR to L7 Construction, Inc. for the Blue Heron WRF Filter Upgrade project in the amount of $5,669,437, approve the associated budget amendment, and authorize the Mayor to execute the contract, as recommended. Vice-Mayor Cole seconded the motion and the roll call vote was:

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

The motion carried unanimously.

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BS&A Cloud Upgrade - City Manager Abbate discussed the rationale for the request, also some of which was outlined in the Council agenda packet. The request was to approve the BS&A upgrade to a cloud-based platform with a total cost of $501,910.00. Cost within FY26 shall not exceed $100,000 with the balance due in FY27. The FY27 Budget would include the balance.

Additionally, approve the associated budget amendment and authorize the Mayor to execute the contract.

Stan Johnston waived his right to speak.

Motion:
Member Nelson moved to approve the BS&A upgrade to a cloud-based platform with a total cost of $501,910.00, approve the associated budget amendment, and authorize the Mayor to execute the contract, 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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PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT (NON-AGENDA ITEMS) – None.

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MAYOR AND COUNCIL REPORTS –

Mayor's Report – Mayor Connors deferred and allowed other Councilmembers to review their reports.

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Council Reports –

Member Moscoso discussed information on the following:

- A particular City staff member that went above and beyond from the Solid Waste Department
- Infill of the old pool at Royal Oak Golf Course (pictures distributed to Council) and concerns by a citizen and conversations with Code enforcement. She believed the pool was to be removed.
- About a forensic audit, she wanted to discuss all the options at the Council workshop on May 30, 2026
- A statement or information regarding an individual that was pulled over by law enforcement

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Vice-Mayor Cole discussed the Student Awards Ceremony at Titusville High School.

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Mayor Connors requested Council's consideration of presenting a particular proclamation at an upcoming Council meeting.

Motion:
Member Nelson moved to authorize a proclamation declaring May 16-22, 2026 as Safe Boating Week at the regular City Council meeting on May 12, 2026, as requested by the Mayor. Vice-Mayor Cole seconded the motion. Vice-Mayor Cole seconded the motion.

Stan Johnston waived his right to speak.

The motion carried unanimously.

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Mayor Connors commented on the information packed presentation given earlier in the evening on the City's Sustainability Report, being concerned by the site plan process approval time for Low Impact Development (LID), reworking the ordinance to improve the process and/or exploring contradictory administrative processing, the importance of incentivizing, paying a $250 fee to go before the Development Review Committee was not incentivizing LID, etc.

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CITY MANAGER'S REPORT

City Manager's Report - City Manager Abbate provided his written report. There were no action items.

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CITY ATTORNEY'S REPORT

Update: Request for informal Mediation pursuant to Florida Statutes Section 163.3181 (4) **-** No action was requested. This was for informational purposes only.

City Attorney Treasure gave an update on the request for informal mediation related to the Royal Oak Development, including reaching an agreement thus far with the requestor on identifying a mediator, who was Charles Roberts – a former attorney, a former judge, and a former Brevard County Commissioner (indicated being neutral). The informal mediation was scheduled for May 28, 2026, from 9:00 a.m. to noon, at the applicant's attorney's office, which was acceptable to the parties. The informal mediation was not binding. Mediation was a statutory requirement or that could be invoked by right, by the applicant, and the governing body was required to permit informal mediation. City Attorney Treasure would also report back on the matter.

xxx

With no further business to discuss, the meeting adjourned at 9:55 p.m.

_____
Andrew Connors, Mayor

ATTEST:

_____
Wanda F. Wells, City Clerk

The City Council of the City of Titusville, Florida met in regular session in the Council Chamber of City Hall, 555 South Washington Avenue, Titusville, Florida 32796, on Tuesday, May 26, 2026. Mayor Connors called the City Council meeting to order at 5:30 p.m. Present were Mayor Andrew Connors, Vice-Mayor Herman A. Cole, Jr., Col USAF Retired, and City Council Members Jo Lynn Nelson, Megan Moscoso, and Dr. Sarah Stoeckel. Also present were City Manager Thomas Abbate, City Attorney Andriene Treasure, and City Clerk Wanda Wells.

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

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SPECIAL RECOGNITIONS & PRESENTATIONS

Titusville Police Department - School Zone Cameras Update Presentation - No action was requested. Titusville Police Department Major Jeremy Gonzalez and Deputy Chief of Operations Chief Tyler Wright highlighted a substantive amount of information from a presentation and data. Some qualitative information reviewed included:

- Flock cameras were not related. These were separate from school zone cameras (to clarify the misconception)
- 60-Day automated school zone enforcement warning campaign and resulting data
- Florida Department of Transportation (FDOT) safety data that ranked serious or fatal vehicle crashes. Titusville ranked 3rd out of 105 (poor ranking). This was part of the rationale for the school zone cameras
- Times during the day when reduced speed limits were imposed in school zones
- Professional research and evidence on the best ways to save lives in law enforcement, like other professions that used research and evidence to improve outcomes
- Changing people's behavior was the goal, not issuing citations
- *Operative conditioning* meaning something needed to be at stake for people's behavior to change
- State law allowed police to issue a citation for doing 1 mph over the speed limit in a school zone
- During the warning campaign (period), 16,000 events were triggered or occurred, meaning that there were 16,000 instances where drivers went 11 mph (more than 10 mph) or more over the speed limit in school zones in the City
- The most violations were associated with three or four schools
- Misinformation on social media
- Misinformation the cameras were being operated on weekends. An instance where an individual used artificial intelligence (A.I.) to create a fake citation that was posted on social media, which was also labeled as being created by A.I. and verified by the Police

Department from the data or operating equipment was not issued from the City's school zone camera system

Council discussion ensued with staff on the following:

- Seven school zone cameras were presently installed
- In fall 2026, additional schools were estimated to join the program once they received their permitting (involving the FDOT), some of which included South Lake Elementary, Apollo Elementary, Oak Park, Madison, Imperial, etc.
- All new school zone camera locations would undergo a 60-day warning period
- Preparing and informing the community for the start of the new school year in August 2026
- Signage improvements to ensure the speed limit was clear and posted in the school zones
- Appeal process if an individual felt they were cited incorrectly
- The timeline and procedures that occurred at the onset of when a ticket was issued
- Having blinking lights and signage to draw attention and warn drivers to slow down and warn them they were entering a school zone and/or with cameras
- Launch date for live implementation
- The revenue disbursement structure and taking into consideration summer months
- Monthly cost to lease a camera was $3,500 per camera
- The camera vendor customized a lease structure solely for Titusville
- Revenue disbursement of monies generated by the cameras and overcoming misconceptions having cameras was a "money grab" by the City. This discussion included:

    - Some revenue was reinvested back into the community via public safety initiatives, which might include technology or programs
    - Revenue received by the City could not be used for salaries
    - Some went to the school district to improve safety, such as walkways, etc.
    - Some funding went toward the recruitment and retention of crossing guards that was a difficult position to keep filled based on the required hours of work
    - The majority of the revenue went to the State of Florida
    - There were an estimated 300 events per day, which was mentioned to point out how having the cameras was financially cost effective
    - The City received $60 from one (1) event and this revenue stayed local and was reinvested in the community
    - In comparison, a normal *uniform traffic citation (UTC)* for other types of traffic violations was broken down into approximately 16 categories to where the funding was disbursed, but none of which came back to the City (did not stay local)
    - If an individual did not pay a *school zone citation* issued to them, the matter became a *uniform traffic citation (UTC)* that attached itself to the vehicle's registration and which the registration could not be renewed, until the UTC was paid

- Statistics were not recorded yet on how many citations were given "when there were blinking lights" versus "the regular school day". The Police Department staff understood the question asked by a Councilmember and advised this data could be obtained moving forward

- By observation, the indication was more citations were issued during the school day than the blinking light times
- The law had not changed; it was still illegal to speed as before. Having cameras would hold people more accountable than the ability for one police officer to stop all speeders
- Cameras would be off during summer, only because speed limits for the three locations where active summer school was held (Titusville High, St. Teresa Catholic School, and Imperial) can not be enforced. It was noted during the presentation that some schools, like Titusville High School, were located along a U.S. Highway 1 and the City could not enforce reduced speed limits in front of this school but could only suggest reduced speed limits in front of the school.

Mayor Connors thanked staff for the presentation.

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Environmental Regulations for New Development - No action was requested. Community Development Engineer Kwabena "K.B". Ofosu, joined by Sustainability Program Coordinator Lily Galleo, gave a presentation on the stormwater permitting process. Information highlighted during the presentation included:

- Stormwater predevelopment for undeveloped site
- Stormwater management---a broad area of focus on water *quality* and *quantity*
- Stormwater permitting and legal requirements via *Florida Administrative Code 62-330.301* and *Senate Bill* 7040
- Titusville upheld additional regulations for *pre* versus *post* stormwater runoff
- Storm event categories – *recurrence interval* measurement methodology (years and duration (hours): return period. Using the rainfall event of October 26, 2025, as an example where 12-inches of rain fell in 6 hours (unprecedented)
- The Federal Emergency Management Agency (FEMA) recommended the City use *probabilities*, not the *recurrence interval*
- Using a chart (atlas) published by the National Oceanic and Atmospheric Administration (NOAA) to identify the probability of an event. This method reiterated the rainfall event of October 26, 2025, where 12-inches of rain fell in 6 hours, went beyond anticipated probability estimates on the NOAA Atlas
- Post development site for improved site with stormwater management infrastructure
- Stormwater design criteria and which follow the *no adverse impact rule(s)* and with additional regulations in the City's Codes, as shown and discussed in the presentation
- Standard tools or software applications used by stormwater engineers in all municipalities, some including the *PONDS 3.3 Application Suite*, *Hydro-CAD*, or multiple software's to generate stormwater calculations, etc., especially for more complex development projects
- For non-standard shapes and calculations, the software *StormWise* was used
- Water quality to analyze nutrients, Florida Department of Environmental Protection (FDEP) data was used. The standard programming tool developed by University of Central Florida and used statewide

- Typical project where all tools or information came together (example), as discussed and presented in detail, using a visual example slide for

    - Proposed stormwater management system
    - Geographical report
    - Topography
    - Land Use
    - Hydrology
    - Water quantity calculations: curve numbers, treatment volume, routing and attenuation, recovery

- Nutrient loading calculations
- Results and certification process and requirements

Council discussion ensued with staff on the following:

- Whether the City's stormwater standards were built to the 100-year storm event standard or the 25-year storm standard
- For a project that proposed to discharge to a public maintained stormwater system (legally positive outfall), then the 25-year storm event governed; however, if the project was unable to do this, then the 100-year storm event governed
- There were Code provisions that indicated that if there were known conditions for flooding upstream or downstream, then the project must also be designed for the 100-year storm event. This was above and beyond any requirements of the St. Johns River Water Management District (SJRWMD), etc.
- Every applicant was required to maintain their system. It was part of the permit. If they did not, it became a Code Enforcement issue. This topic was discussed when a Councilmember asked about debris clogging storm drains, etc., that could impact the optimal, approved, functioning and operation of a project stormwater system that passed and was acceptable to Codes, etc. Projects must stay in compliance and maintain their stormwater systems. This was part of the permit requirements
- In 2026, the State Legislature adopted rules that require projects to provide their maintenance plans, have enough funds to maintain their stormwater systems moving forward, etc.
- Specifically, it was indicated the requirements were on the property owner. In some instances, this could be a Homeowner Association (HOA)
- Based on the historic rainfall event in October 2025, whether the City needed to strengthen its codes. It seemed like weather was getting worse. Staff were not aware of any other city that was designing stormwater requirements to the magnitude of the October 2025 rainfall event
- Staff was working on the Low Impact Development (LID) program, where there would be more infiltration of stormwater before it reached the public maintained stormwater system and significantly reducing the runoff potential
- Whether to make some regulations mandatory

Mayor Connors thanked staff.

xxx

Site Plan and Permitting Status - No action was requested. Community Development Director Brad Parrish, joined by Deputy Community Development Director Mandy Lamothe, gave a verbal overview on the status of the City's site plan and building permit review timeframes. The information highlighted included:

- Update from Council's request in 2025 on recommendations to improve the site plan review process. In 2025, the average time staff needed to review a site plan was approximately 50 days
- On average at present, staff needs 30 days to complete the site plan process for a project
- Using artificial intelligence (A.I.) and partnering with *SwiftGov* for the past year and a half
- It took a substantive amount of staff time at the beginning to work with *SwiftGov* to organize checklists, in order for the A.I. to thoroughly process site plans and permits against the City's Code requirements
- Staff felt it was worth the substantive amount of time it initially took to create the framework for which *SwiftGov* would do its work
- Page 29 of the Council agenda packet used for example and discussion, flagging issues that may be further refined, etc.
- Page 37 of the agenda packet and major findings to discuss areas of improvement were sidewalks and driveways, which might require better communication with applicants and developers, and more review would be given to this thought concept
- Reducing the number of comments was the goal
- 45 various site plans were tested in *SwiftGov*. The major comment flagged was photometric plans, information missing on cover sheets, and it was easier for the review when an applicant matched the structure of the items required on the cover sheet
- Other findings from testing the A.I. related to storm water, landscaping, etc.
- Conflicts that may be in the City's Codes to ensure consistency
- Staff desired continuing to use or work with SwiftGov technology, as they had detected benefits, as it was related to the amount of review time when staff conducted the review and then tested the A.I. on its review time and to see what comments the A.I. generated, etc. The amount of time saved by using A.I. was approximately one-third to one-half
- Planning colleagues in other jurisdictions and their use of A.I., including Hernando County
- Applicants covering costs to pay for the City's use of the A.I. *(SwiftGov)*

Council discussion ensued with staff on the following:

- Whether the A.I. generated comments after review of site plans and staff checking behind the A.I. for any items it may have missed, which was yes. The need for human involvement would not be removed entirely, as discussed
- Did the A.I. generate an estimate for how many areas of the City's Codes where there were conflicts. There were technical tweaks on technical standards. An ordinance would be required to make corrections. The inconsistencies were not significant

Mayor Connors thanked staff.

xxx

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

Elizabeth Parker commented on concerns for stormwater calculations and her estimate that many present-day rain events fell into the 100-year and 500-year stormwater events. For this reason, the City should be planning for this seemingly new trend and more frequent and heavier rainfall events. About post development, she questioned how water was being treated before reaching the receiving water bodies.

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Toni Shifalo commented on concerns for school zone cameras, why other cities that tried them were now getting rid of them, seeing a patrol car physically in a school zone would impact her behavior and cause her to slow down more than getting a citation in the mail weeks afterward, etc. Ms. Shifalo also felt nobody used sidewalks. She made this comment in response to information discussed under the site plan and permitting status discussion.

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Stan Johnston commented on concerns for drainage culverts under Interstate 95, which he advised were not functioning and subsequently did not keep the order of positive legal outfall of stormwater functioning. This was why flooding was an issue in the City. Altogether, there were six water passages between Fox Lake Road and State Road 50. He had photos of four of them and they were not working. Mr. Johnston further felt this was breaking the law.

Member Nelson and staff discussed her questions about who was responsible for the drainage pipes or stormwater drainage infrastructure located under Interstate 95. This infrastructure belonged to the State of Florida, who was responsible for maintaining the drainage pipes. Staff advised the State should have a program for inspection and maintenance of its infrastructure. Revenue received from City taxpayers did not require the City to maintain the State's infrastructure. Staff also could not answer on behalf of the State about completing these responsibilities, but City staff could reach out to the State office that oversaw these responsibilities to discuss these concerns and questions with the State.

xxx

With no further business to discuss, the meeting adjourned at 7:00 p.m.

_____
Andrew Connors, Mayor

ATTEST:

_____
Wanda F. Wells, City Clerk

City Council
Special Meeting
May 30, 2026

The City of Titusville City Council met in special session on Saturday, May 30, 2026, at Parrish Medical Center (Hospital Conference Rooms), located at 951 North Washington Avenue, Titusville, Florida 32796. Mayor Connors called the City Council meeting to order at 9:00 a.m. Those present in the Council Chamber included Mayor Andrew Connors, Vice-Mayor Herman A. Cole, Jr., Col USAF Retired, and City Council Members Megan Moscoso, Jo Lynn Nelson, and Dr. Sarah Stoeckel. Also in attendance were City Manager Tom Abbate, City Attorney Andriene Treasure, Assistant City Manager Kevin Cook, and Assistant City Clerk Jolynn Donhoff. Mayor Connors led those present in the *Pledge of Allegiance to the Flag*.

xxx

Fiscal Year (FY) 2027 Strategic Planning and City Council Retreat Workshop – Joshua Adams of EOS Worldwide facilitated the Council workshop. He outlined objectives and items that he wished to engage Council in discussion. Facilitator Adams also used dry-erase boards to assist Council with documenting the topics important to them (abbreviated format).

Next, Facilitator Adams received City Council's agreement to have the Assistant City Clerk capture any directives the Council might agree upon via consensus agreement throughout the day's discussions and signaling the status of any such directives, when agreed upon. Altogether, five directives or requests were recorded, although other information and goals were discussed.

xxx

Facilitator Adams led the discussion began by asking for Councilmembers' individual viewpoints on *personal bests, purpose, passion, and cause*, both from an individual viewpoint and then as the governing body. He also asked Council to work together to create a statement of their unified purpose, which the Council discussed and developed was

"*To protect our citizens and provide quality services*".

During this segment of the workshop, Council expressed an interest in returning to a prior practice used by a former Council(s) of asking questions prior to Council meetings and sharing the responses with Councilmembers, while staying in compliance with the *Florida Sunshine Law*.

xxx

Per the facilitator's request, Mayor Connors called for a recess from 10:23 a.m. to 10:35 a.m.

xxx

10 YEAR TARGETS (GOALS)

Facilitator Adams asked Councilmembers to discuss aspirational goals for what Council wanted to see come into effect in 10 years, to which Council discussed, as followed:

- Some roads were controlled by the State and what this meant for items the City could and could not control
- Estimating the City's population in 10 years
- Titusville as a thriving community with many things to do
- Getting all space industry contractors involved in the City
- Being a place where people wanted to gather and having an identity and places that people could gather and enjoy (placemaking)
- Be a thriving community with stormwater parks and trees throughout the City
- Having notoriety for a few special things people could enjoy only in Titusville
- Dislike having to get permission from the State for holding events on Highway U.S.1
- Cocoa had a downtown identity (discussed for conceptual purposes)
- Titusville had beautiful parks
- Maintenance and pride needed to be championed to give people the desire to come back
- Having a desired identity and feel for the community for people to enjoy

And

- Having a solar power berm of the moon going around in Spaceview Park---ideally space companies would pay for this type of idea
- The City was a collection of different neighborhoods and whether or how this guided having a shared vision
- Focusing on prosperity could take a lot of different avenues
- To be the most prosperous city in the county consisting of a thriving community, where people wanted to be
- Guiding people toward the theater that was popular and giving people a reason to linger
- Suggestion for renaming Broad Street to Festival Street
- Desire to have high-end housing
- Not reinventing the wheel and capitalizing on the river in the City's marketing
- Having the river as a natural resource nearby, how to point people to it when discussing marketing, enjoyment, etc.
- Identifying and buying land for stormwater parks or ponds and whether the City could remain anonymous when buying land for this purpose, so that land sellers did not raise sale prices

To the above, Facilitator Adams requested Council summarize their ideas into one goal for how they envisioned the City in ten (10) years or by 2036, to which Council concluded was

"*To be the most prosperous City in Brevard County where people want to gather*".

Additionally, Facilitator Adams recommended Council focus on gains and not gaps.

xxx

3-YEAR TARGETS (GOALS)

Next, Council developed five (5), high-level, aspirational goals desired in three (3) years or roughly by September 30, 2028. Facilitator Adams recommended assigning measurable numbers and/or budgetary amounts to the targets, which Council discussed and identified, as followed:

1. *Budget $182 million* - roll into commercial revenue, higher medium incomes, jobs, etc.
2. *Increase average home value (minimally) to $325,000* - Use Space Coast Area of Realtors (SCAR) as the source of future statistics for consistency (source used at workshop)
3. *Labor participation rate of 70%*
4. *Speed to market – 30 days*
5. *Infrastructure failures (major events or spills, etc.) – zero failures*

Council also discussed 16 descriptors and ideas supporting the 3-year targets, which included:

- Establish a City Parks & Recreation Department
- Titusville known for festivals and events (branding)
- Great schools
- Eliminate blight – discussion spanned topics on reducing vacant properties, whether parcel sizes created in the 1950s were causing issues for present day development requirements, non-conforming issues, increasing compliance with Code Enforcement, etc.
- Employment rate of 97%

- Working closely with local non-profit agencies
- Smooth roads
- Great water quality
- Little crime
- Implement Urban Forestry Management Plan

- Implement the Stormwater Master Plan – discussion spanned having a stormwater park in place to support the health of the Indian River Lagoon (IRL), identifying and obtaining property for stormwater parks throughout the City within one year and within 3-years, having a system in place

- Break ground on a community center - vibrant communities had them, where events could be held. Breaking ground by 3 years (funding of $20 million on a large enough property)

- Begin clean energy transition (City of Key West given as example)
- Have a plan in place for City Hall, police, Fire, and Public Works Structures (buildings) – discussion spanned present facilities, new trends, public-private partnerships, adding a third floor to City Hall, etc.
- Having a more walkable City
- Increase commercial/industrial tax revenue by $20 million and have very little homestead tax

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Per the facilitator's request, Mayor Connors called for a recess from 11:42 a.m. to 12:04 p.m. to allow Councilmembers to retrieve lunch from the hospital cafeteria and return for a working lunch.

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3-YEAR TARGETS DISCUSSION (CONTINUED)

Other topics discussed by Council during this segment included:

- Encouraging technical education
- Developing a business incubator
- Leveraging the use of non-profit agencies for providing services and what would these relationships may look like (growing interrelations with government and non-profits),
- Trash clean-up
- Ideas for the "*Speed to market - 30 days"* (*3-Year Target No. 4*). Discussion spanned ideas such as whether a developer(s) could pay an employee (outsource plan review) to expedite development related plans or submittals, what a contractual relationship for this idea might look like, hearing from City staff on whether there were any issues with process and policy or the types of issues they encountered that may slow down the processing of development plans (e.g., items being incomplete as submitted by project representatives), limiting comments, etc.

Informal Council Consensus Item
(Interpreted From Above Council Discussions)

- Implementing a Stormwater Master Plan and having a Stormwater Park in place in support of the Indian River Lagoon (IRL) received consensus support or acknowledgement and more discussion would occur.

In closing-out the discussion of 3-year targets, Facilitator Adams asked Council to review the items listed on the dry-erase boards and conduct the *keep, kill, or combine* exercise of the ideas from the brainstorming session, in order to codify the final list of 3-year targets.

xxx

1-YEAR TARGETS (GOALS)

Council discussed the aforementioned, five (5), aspirational goals and actions to move toward and make progress on accomplishing the goals that might be completed by September 30, 2026 (or roughly the next 4 to 6 months). Facilitator Adams recommended assigning measurable numbers and/or budgetary amounts to the targets, which Council developed and identified were:

1. *Budget $157 million*

2. *Increase average home value (minimally) to $290,000* - Use Space Coast Area of Realtors (SCAR) as the source of the desired future statistics. SCAR was the source used during the meeting on present, average, home value
3. *Labor participation rate of 57% (presently at 54%)*
4. *Speed to market – 30 days*
5. *Infrastructure failures* - redefined as major events or spills and how this data was tracked, etc.) – no more than two

To these, Council discussed 8 descriptors and ideas Council indicated consensus or support, including:

- Renegotiate marina leases (plural) with State to allow commercial enterprises to operate out of the marina and adjacent property
- Implement at least one program to increase speed to market
- Identify property and funding for stormwater park/ponds
- Hire culture/organizational efficiency consultant (Has to go before Council at a public meeting)
- Develop an aggressive educational campaign to improve public education and positive citizen engagement
- Add stormwater ditches/culverts infrastructure to GIS Map. Add maintenance schedules to website
- Begin work on expanding the City's Consumptive Use Permit (CUP)
- Determine process for renaming Broad Street

xxx

Traction – Facilitator Adams extended his assistance to the City Manager and City Council following the meeting. He desired assisting the City gain traction on the ideas discussed at this workshop.

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Remaining Topics and Key Issues – With the amount of time remaining to hold a Council workshop, Facilitator Adams engaged Council in any topics they might identify as key issues from the topics on the dry-erase boards.

- *Citizen trust* – a range of discussion points, such as untruths amongst public opinions, methods to proactively address citizens' concerns at Council meetings, even if this only meant providing a citizen a business card or having staff meet them outside the Council Chamber doors during meeting, making sure citizens felt heard, monitoring hot topics on social media and pushing out clarifying or correcting information on social media, regular reporting from staff on what the hot topics were on a weekly basis.

- *Council tension* – a range of discussion points, such as having better communication at Council meetings, respect for each other, an idea to have Council retreats once a year or

more frequently as desired, input provided by the City Manager, the effects of social media on City staff and morale, promoting togetherness over division, etc.

- *Taxes* – a range of discussion points, such as people wanted less taxes but more services, what items Council or the City could cut from the budget, not raising the millage rate, new tax rolls had increased by 3.4%, the importance of improving communication with the public on taxes and what could and could not be outsourced to control costs (as best as possible), the City's Tiger Team would have feedback on this topic, adding granular details in department or budget worksheets, etc.

In addition, Mayor Connors discussed levying a gas tax indicated in Code Sec. 19-26 that he advised was not presently collected (estimated at 4 cents a gallon), elasticity of demand and other cities getting 12 cents toward their roads in their cities, the Transportation Planning Organization (TPO) was conducting a study on these matters, if ad valorem taxes went away, this concept could be explored, looking at everything that could or could not be collected, electricity sales, etc.

It was noted that taxes could be one of the first topics the City's new Public Information Officer (PIO) could address and get ahead of upon starting.

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Remaining Topics – These were the remaining topics after Facilitator Adams engaged Council in the "keep, kill, or combine" discussion of items that had not been discussed or to the extent that Council desired, which included:

- Customer Service
- Anti-business perception
- Gas tax
- Residential / commercial taxes
- Property tax risk
- Questions of staff during Council meetings
- Etiquette
- Lack of high-end homes
- Public/private partnerships
- Space industry
- Roads the City did not control
- Downtown identity
- Maintenance of our places
- Landmark
- Marketing the City
- Parcel sizes

By consensus agreement, two tasks or requests made by Council during this discussion included:

1. If one Councilmember requested information related to an upcoming Council decision(s), the same information would be provided individually to all Councilmembers. Additionally, an individual Councilmember could request other types of information they sought be distributed to all Councilmembers upon request

2. An agenda item would be placed on an upcoming Community Redevelopment Agency (CRA) meeting agenda regarding the topics of downtown identity, landmark, etc.

xxx

City Manager Abbate engaged Council on feedback he sought. He also distributed information to Council, a list and some of which included:

- FY 2026 to FY 2027 Strategic Plan (due to the FY 2027 budget cycle was ahead and the timeliness of Council's feedback was important)
- Forensic Audit Options and possible options and their costs
- Post recess dais configuration
- Streamlining the agenda review process and increasing efficiency at Council meetings
- Early FY 2027 rate projections
- Stormwater priorities
- Public Safety Salary Referendum
- Impending Property Tax Reform
- Mid-year budget adjustment details

Member Stoeckel suggested keeping the City's current six Strategic Plan Goals in place moving forward into FY 2027, using the 1-year and 3-year target goals discussed at this Council retreat (meeting) and placing the target goals under the category of *Wildly Important Goals* (WIGs). There was no objection from Council.

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Mayor Connors expressed an interest in establishing a new process for Council's agenda review and using a process once described by City Attorney Treasure, when she was employed by West Palm Beach.

On rate projections, Mayor Connors discussed funding for stormwater, maintaining the City's current infrastructure, finding a balance because the City's infrastructure was aging and capital improvements were necessary, a big ask on maintenance was dredging, staff needed direction on whether to fix flood prone areas (maintenance indicated a plan in place for years ahead), whether Council was open to the idea of rate increases, the City of Orlando doubled its rates, etc.

Member Stoeckel and Assistant City Manager Cook discussed her questions on processes related to rates.

Mayor Connors desired exploring transportation impact fees, limited use of funds, mobility fees funding and use, etc.

xxx

Next, City Manager Abbate sought feedback from Council on proceeding with a forensic audit.

Member Stoeckel commented on asking the consultant for feedback. Mayor Connors commented on seeking input on the number of years going backward and year-by-year related to auditing.

Mayor Connors was also interested in a Cultural Health Consultant to provide feedback or report back with recommendations or guidance on where to focus an audit. He was also interested in using software to avoid human error.

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FIVE (5) ACTION ITEMS DIRECTED BY CITY COUNCIL AT WORKSHOP

1. Add the following purpose statement to the heading of the City Council agenda, *"To protect our citizens and provide quality services"*

2. The City Manager would review the 1-Year and 3-Year Goal numbers (Target Numbers) identified by Council at this meeting, specifically the numbers, and provide feedback to Council to have further dialogue.

3. For the City Manager: For any additional items on the 3-Year picture or goals list (e.g. community center, etc.), add these items to the list of unfunded items.

   City Manager Abbate discussed the importance of getting a definitive list. The City Manager would report back with numbers to City Council and he would also come back with any clarifying questions to have Council clarify. This would be an item placed under the City Manager's Report (under action items) on the City Council agenda.

   City Manager Abbate indicated the uniqueness of each of the items on the 3-Year Target goals list, such as a Parks and Recreation Department, eliminating blight, renegotiating marina leases, etc.

4. The City Manager would report to Council weekly on social media and topics and conversations in the community that were trending. The Council would also communicate to the City Manager on topics that might be included in the weekly report.

5. When the City Manager provided Council the draft or proposed budget on July 28, 2026, it would contain detailed budget worksheets. The worksheets could also be discussed at the Council budget workshop in August 2026. If there were a lot of questions about the proposed budget, it was recommended to cover them prior to the workshop.

xxx

Petitions from the Public Present –

Laurilee Thompson read from a prepared statement, which she submitted to the City. Ms. Thompson discussed the importance of tree canopy, community input on the Urban Forestry Management Plan, use and focus of revenues spent from the City's Landscape Trust Fund, recommendation to add an item for $150,000 to the Urban Forestry Management Plan to the Fiscal Year 2027 budget, implementing the Urban Forestry Management Plan over upcoming years, investing in the community's health, long term sustainability, etc.

xxx

Toni Shifalo commented on eliminating blight, her preference to use wording such as eliminate trash and address houses that were falling apart, whether Council read individual emails from citizens, being impressed by the discussion at the Council workshop (this meeting), educating and communicating with the public was a huge job and not all individuals may watch or listen to the information provided, etc.

xxx

Facilitator Adams thanked Council and engaged them in brief feedback on the overall success or usefulness of holding a Council retreat, whether their individual expectations were met, etc.

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With no further business to discuss, the meeting adjourned at 4:28 p.m.

_____
Andrew Connors, Mayor

ATTEST:

_____
Wanda F. Wells, City Clerk

City Council
Regular Meeting
June 9, 2026

The City of Titusville City Council met in regular session on Tuesday, June 9, 2026, at Titusville City Hall, second floor, Council Chamber, 555 South Washington Avenue, Titusville, Florida 32796.

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

xxx

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

Chaplain Brienne Robertson from the Titusville Fire Department gave the invocation. Mayor Connors led those present in the *Pledge of Allegiance to the Flag*.

xxx

APPROVAL OF MINUTES

City Manager Abbate advised the request was to approve the minutes of the regular City Council meetings on April 28, 2026 (5:30 p.m. - Presentation Meeting) and May 12, 2026.

Motion: Member Nelson moved to approve the minutes of the regular City Council meetings on April 28, 2026 (5:30 p.m. - Presentation Meeting) and May 12, 2026. Member Moscoso seconded the motion. The motion carried unanimously.

xxx

Mayor Connors stated that Item 9C - Conditional Use Permit (CUP) No. 6-2025 - River Palms II and Item 9D - Conditional Use Permit (CUP) No. 9-2025, Parcel ID # 21-35-28-00-279, were requesting continuances.

Motion: Member Nelson moved to consider Item 9C - Conditional Use Permit (CUP) No. 6-2025 and Item 9D - Conditional Use Permit (CUP) No. 9-2025, before Special Recognitions and Presentations. Member Stoeckel seconded the motion. The motion carried unanimously.

xxx

Conditional Use Permit (CUP) No. 6-2025 - River Palms II – City Manager Abbate advised the request was to find the request to be inconsistent with the Comprehensive Plan and Land Development Regulations (LDR); specifically, FLUE Policy 1.17.3, CME Objective 1.2, and Sections 30-63(e), 30-64(e), 30-64(g), 30-272 and 30-332 of the LDRs. As the date of the staff's report the application lacked the information necessary to determine consistency with the comprehensive plan and Code. On May 20, 2026, the applicant submitted an environmental report and a traffic statement. The City's staff has not had sufficient time to review the additional information. Enclosed was a memo from the City's legal office regarding the City's authority to regulate submerged land in the Indian River Lagoon, (This was a quasi-judicial item.)

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

Community Development Director Brad Parrish stated that the applicant asked for this item to be tabled to the regular City Council meeting on August 25, 2026, pending additional information they would like to provide to City Council for their consideration.

Lisa Toland stated that she was with Toland Environmental Consulting and had been asked by Kim Rezanka, the attorney representing the project, to request a continuance. Ms. Toland further stated that they were requesting continuance until the regular City Council meeting on August 25, 2026, so that they could conduct additional seagrass surveys and address issues regarding the site plan.

Motion: Member Nelson moved to table Conditional Use Permit (CUP) No. 6-2025 - River Palms II to the regular City Council meeting on August 25, 2026 at 6:30 p.m. Member Stoeckel seconded the motion. The motion carried unanimously.

xxx

Conditional Use Permit (CUP) No. 9-2025, Parcel ID # 21-35-28-00-279 – City Manager Abbate advised the request was to consider the request for Conditional Use Permit to allow a convenience store at Parcel ID # 21-35-28-00-279, within the Community Commercial (CC) zoning district.

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

Community Development Director Brad Parrish stated that the applicant requested a continuance on this item to the regular City Council meeting on July 14, 2026 at 6:30 p.m.

Kyle Shasteen stated that he had been asked to attend on behalf of Kim Rezanka, the attorney representing the project, to request a continuance. Mr. Shasteen further stated that a continuance was being requested because they were still working on the site plan to ensure it aligned with staff's recommendations prior to moving forward in the process.

Motion: Member Nelson moved to table Conditional Use Permit (CUP) No. 9-2025, Parcel ID # 21-35-28-00-279 to the regular City Council meeting on July 14, 2026 at 6:30 p.m. Member Moscoso seconded the motion. The motion carried unanimously.

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SPECIAL RECOGNITIONS & PRESENTATIONS

Urban Forestry Management Plan – City Manager Abbate advised that a representative from the Eocene Environmental Group gave a presentation on the Urban Forestry Management Plan. No action was requested.

On April 30, 2026, the Titusville Environmental Commission (TEC) and attending citizens provided feedback on the initial draft plan presented by the Eocene. On May 13, 2026, the TEC recommended the City Council establish a line item from the Landscape Trust Fund specifically to fund implementation of the Urban Forestry Management Plan. The recommendation included hiring an urban forester and to conduct tree plantings. The TEC further recommended City Council approval and implementation of the plan. The TEC qualified this recommendation by emphasizing the need for further corrections in the future.

Elizabeth Lingo, Project Manager at Eocene Environmental Group, provided a presentation that highlighted as follows:

- Urban Forest Management Plan
- What is this plan?
- Alignment with city plans
- Titusville's urban forest at a glance
- What that canopy data tells us
- Community and stakeholder engagement
- How community input shaped the plan
- Vision statement
- The plan: 6 goals, 24 objectives, 20 years
- First 5 years: what happens next
- How we'll know it's working
- Questions & discussion
- Urban forestry program benchmarking

Elizabeth Lingo, Project Manager at Eocene Environmental Group, stated that the proposed canopy goal was to return to 50%. She confirmed that growth modeling was not included in the analysis and explained that canopy assessments reflect existing conditions, with updates recommended approximately every five years.

Member Moscoso discussed the Tree Mitigation Fund and asked how much money was added to that account annually.

Community Development Director Brad Parrish stated that it varied dramatically every year.

Motion: Member Nelson moved to allow speakers who submitted a card on this item to speak. Member Stoeckel seconded the motion. The motion carried unanimously.

Stan Johnston stated that there were multiple people who would be speaking on this item who had the right idea on what should happen in the environment and he agreed with them.

Mary Sphar stated that, although no action was requested, three alternatives were included in the agenda packet: to accept the Urban Forest Plan, to accept the plan with TEC's recommendations, or to not accept the plan. Ms. Sphar stated that she supported Council accepting the plan with TEC's recommendations, including establishing a line item from the Landscape Trust Fund to fund implementation of the Urban Forest Management Plan and proceeding with approval and implementation of the plan.

Laurilee Thompson stated that, at 44% canopy cover, Titusville had a relatively strong tree presence compared to other cities; however, a significant portion of that canopy was located in wetlands rather than within residential neighborhoods. She noted that the overall canopy continued to decline due to tree loss associated with new development. Ms. Thompson further stated that an excessive portion of the Landscape Trust Fund had been allocated toward planting flowers and shrubs at corridor gateways. She expressed that residents expected funds generated from tree removal to be used specifically for tree replacement. Ms. Laurilee Thompson stated that she was in support of the Urban Forestry Management Plan with the Titusville Environmental Commission's (TEC) recommendations.

Hector Delgado stated that he was a retired NASA Chief Engineer and a member of the Titusville Environmental Commission. He stated that he was in support of the Urban Forestry Management Plan with the Titusville Environmental Commission's (TEC) recommendations. Mr. Delgado stated that the plan would have a positive, long-term generational impact on the City.

William Young stated that he was a member of the Titusville Environmental Commission and had been a resident of Titusville since 1957. He expressed that the City could not rely on developers to plant the trees needed and emphasized the need for the City to establish its own plan. Mr. Young indicated his support for the Urban Forestry Management Plan, including the recommendations of the Titusville Environmental Commission (TEC).

Kay St. Onge stated that Eocene Environmental Group had prepared an excellent Urban Forest Management Plan. She explained that the plan transformed years of City planning and commitment into a framework for protecting, managing, and expanding Titusville's tree canopy, while also providing nearly $6 million in annual economic benefits. Ms. St. Onge noted that the tree canopy was a valuable asset; however, canopy cover had declined from 50.2% in 2010 to 44%

in 2023. She stated that the Urban Forestry Management Plan was necessary to protect, maintain, and enhance this asset within the City of Titusville.

Martha Pessano stated that she was the Treasurer for the Friends of the Enchanted Forrest. She stated that they wanted to ensure that the City knew they were also in support of the Urban Forestry Management Plan.

Thomas Perez stated that he was in support of the Urban Forestry Management Plan with the Titusville Environmental Commission's (TEC) recommendations and discussed the significant time and effort invested in its development. He stated that the plan would protect the City's tree canopy assets. Mr. Perez further noted that, with $700,000 in the Landscape Trust Fund and continued revenue accrual, the City had the necessary funding to implement the plan.

Jill Dobson asked the City Council to adopt the Urban Forestry Management Plan with Titusville Environmental Commission's (TEC) recommendations and invest in Titusville. She stated that the plan would enhance the quality of life for the citizens of Titusville. Ms. Dobson stated that the preservation and planting of native trees and plants would mitigate the significant loss of the tree canopy that the City had experienced.

Toni Shifalo stated that she had followed the Titusville Urban Forestry Management Plan for several years and noted that the plan had been carefully developed, refined, and edited to be both logical and professional. Ms. Shifalo urged the Council to adopt the Urban Forestry Management Plan, including the recommendations of the Titusville Environmental Commission (TEC). She stated that the plan provided a structured framework for managing trees as a measurable community asset, already valued at approximately six million dollars.

Michael Myjak stated that he had spent many hours working on the Urban Forestry Management Plan with the Titusville Environmental Commission and noted that its adoption would represent a generational change for the City of Titusville. He also stated that the citizens of Titusville would benefit from this for many years to come. Mr. Myjak asked City Council to adopt the Urban Forestry Management Plan with Titusville Environmental Commission's (TEC) recommendations.

Mayor Connor asked City Attorney Treasure how long it would take to amend the resolution related to the Landscape Trust Fund. City Attorney Treasure advised that it could be added to the regular City Council meeting on July 14, 2026.

Member Moscoso thanked the consultant, city staff, the Titusville Environmental Commission and residents who worked on the Titusville Urban Forestry Management Plan. Member Moscoso stated that she was in support of the Urban Forestry Management Plan with Titusville Environmental Commission's (TEC) recommendations.

Member Stoeckel asked if the funding could come out of the Landscape Trust Fund or was the city limited on what those funds could be used for.

Community Development Director Brad Parrish stated that the current resolution related to the Landscape Trust Fund was very limited. It was limited to public purpose and on public lands.

Member Nelson stated that was in support of the Urban Forestry Management Plan with Titusville Environmental Commission's (TEC) recommendations as well as using the Landscape Trust Fund to help fund it.

Motion: Member Moscoso moved to adopt the Urban Forestry Management Plan with the Titusville Environmental Commissions' (TEC) recommendations. The TEC recommended the City Council establish a line item from the Landscape Trust Fund specifically to fund implementation of the Urban Forestry Management Plan. The recommendation included hiring an urban forester and to conduct tree plantings. The TEC further recommended City Council approve the Urban Forestry Management Plan and implement the plan. The TEC qualified this recommendation by emphasizing the need for further corrections in the future. In addition, Council directed staff to amend the resolution related to the Landscape Trust Fund. Member Nelson seconded the motion. The roll call vote was:

Member Moscoso	Yes
Member Nelson	Yes
Mayor Connors	Yes
Member Stoeckel	Yes

The motion carried unanimously.

xxx

BOARDS AND COMMISSIONS

Titusville Housing Authority – City Manager Abbate advised the request was to reappoint one (1) regular member to the Titusville Housing Authority with a term to expire on May 31, 2030. The members are appointed by the Mayor with the approval of the City Council.

Motion: Member Nelson moved to reappoint Titusville Housing Authority Regular Member Fletcher Portlock with a term to expire on May 31, 2030. Member Stoeckel seconded the motion. The motion carried unanimously.

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Board of Adjustments and Appeals – City Manager Abbate advised the request was to accept the resignation of Board of Adjustments and Appeals Alternate Member Nathan Rothell with an unexpired term that will expire on July 31, 2027. The resignation was effective May 19, 2026.

Stan Johnston stated that he had previously worked with the Board of Adjustments and Appeals on various matters, including those related to SNJ Oaks. He also advised the Council to use cautious when selecting the new board member.

Motion: Member Nelson moved to accept the resignation of Board of Adjustments and Appeals Alternate Member Nathan Rothell with an unexpired term that will expire on July 31, 2027, with regrets. Member Stoeckel seconded the motion. The motion carried unanimously.

xxx

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

Michael Myjak stated that he had requested the Council, the previous year, to allow the Titusville Environmental Commission (TEC) to meet twice per month to address wetland issues in Titusville. He asked the Council to consider permitting the TEC to continue meeting twice monthly on a regular basis so the Commission could effectively address stormwater-related issues. Mr. Myjak also discussed his ability to participate in meetings remotely via Zoom when he was out of town.

xxx

Stan Johnston asked Mayor Connors to resign. Mr. Johnston also discussed the sewage spill that occurred at Sand Point Park in December 2020 and requested that the fountains remain off in the event of another sewage spill in the future.

xxx

Elizabeth Baker stated that she believed Stan Johnston was requesting the City Council direct staff to establish a policy requiring that fountains located in close proximity to a sewer spill remain turned off in the event of a future sewer spill.

xxx

Elizabeth Parker distributed a handout outlining issues she identified with the Royal Oak property and requested that the City Council rescind the final order of denial. She stated that the subject property had significant issues that needed to be addressed by the City. She referenced a 1943 photograph depicting the Royal Oak property as a wetland prior to any development. Ms. Parker also discussed natural groundwater recharge occurring on the property and the potential loss of recharge if the site were paved over.

xx

CONSENT AGENDA

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

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

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

C. Bullet Proof Grant Award - Approve and accept the Bulletproof Vest Grant in the amount of $12,273.80 and the associated budget amendment.

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

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

F. Fiscal Year (FY) 2026 Road Resurfacing Project Change Order #2 - Approve Change Order #2 to the Annual Resurfacing Contract with VA Paving of Cocoa, Florida, in the amount of $81,302.82 to adjust the contract to final project quantities. It is further recommended that City Council approve the associated budget amendment and authorize the Mayor to execute the change order.

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

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

Stan Johnston stated that he was in support of Consent Agenda Item 8F - Fiscal Year (FY) 2026 Road Resurfacing Project Change Order #2 and Consent Agenda Item 8E - Save our Indian River Lagoon Interlocal Agreement. Mr. Johnston discussed Consent Agenda Item 8H - Purchase of Property for Future Stormwater Infrastructure Upgrades, he stated that he was unsure of the property's exact location but believed it was south of State Road 50.

Elizabeth Parker discussed Consent Agenda Item 8D - Employee Benefits and Human Resources Consulting Services Agreement. Ms. Parker stated that she was unsure whether the City should spend taxpayer funds on a $75,000 annual fixed fee for a consultant. She also questioned City

Council regarding how the agreement benefited the City and its employees who were insured through the City.

Mayor Connors stated that the City currently paid a benefits consultant to provide advice; however, after analysis, staff determined that the arrangement was not effective and that the City had to transfer $1.5 million from the General Fund to cover losses from the self-insured plan. He stated that the City utilized a request for proposal (RFP) process to select a new consultant capable of developing a more effective plan to address employee health care concerns while also ensuring the City was not incurring financial losses.

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

Member Nelson	Yes
Mayor Connors	Yes
Member Stoeckel	Yes
Member Moscoso	Yes

The motion carried unanimously.

xxx

ORDINANCES – SECOND READING, PUBLIC HEARING AND RELATED ACTION

Community Development Block Grant (CDBG) 2026/2027 Annual Action Plan Final Public Hearing – City Manager Abbate advised the request was to conduct the final public hearing on the 2026/2027 draft Community Development Block Grant (CDBG) annual action plan and authorize the Neighborhood Services Director and/or Mayor to sign the grant application and certifications forms as required, for utilization of CDBG funds in the amount of $251,081.

Neighborhood Services Manager Tracy Davis stated that on February 10, 2026, City Council approved the funding recommendations for the CDBG 2026-2027 program year. As a result, the Neighborhood Services Department completed a draft of the annual Action Plan formulating the activities, programs, and funding levels for the 2026-2027 program year, for the purposed of public review and comment. The proposed Action Plan provided partnerships with four (4) non-profit agencies in providing various public services city-wide, and the final year of the Neighborhood Revitalization Program. Highlights for the Action Plan area as follows:

PUBLIC SERVICES $37,000:

- Aging Matters in Brevard for a senior Meals on Wheels program in the amount of $15,000
- Brevard Alzheimer's for a safe ride program in the amount of $6,000
- Women's Center for a domestic violence safe house program in the amount of $11,000
- Matthew's Hope for a mobile homeless outreach program in the amount of $5,000

In addition to the aforementioned public service activities, the Action Plan included infrastructure and housing activities that provide a low-moderate area benefit in the South Street Target Area

utilizing $163,865. These improvements included, but were not limited to lighting, sidewalks, blight removal, beautification, street improvements, and housing improvement programs. Finally, the Action Plan included general grant administration and fair housing activities utilizing the maximum 20% cap of $50,216.

Completion of the annual Action Plan was a requirement of the CDBG grant program to receive the allocated entitlement funds from the U.S. Department of Housing and Urban Development (HUD). Upon approval of the Action Plan, the 2026-2027 funds would become available on a reimbursement basis beginning October 1, 2026 to implement the activities and programs contained in the Plan. The draft Action Plan was the result of collaborative efforts with community stakeholders and staff. The 2026-2027 CDBG grant allocation of $251,081 was a $29,820 decrease from the previous year's allocation of $280,901. As a result, the funding recommendation levels approved at the February 10, 2026 City Council meeting were adjusted accordingly as indicated on the included Summary of Allocations attachment.

Tonight's public hearing was advertised on May 21, 2026 to encourage public participation. The public comment period would run from tonight's meeting through July 09, 2026. All oral and written comments received related to the proposed Plan will be considered and included in the final Plan submitted to HUD by the August 16, 2026 deadline.

Member Nelson discussed a section in the letter from the U.S. Department of Housing and Urban Development (HUD) that stated, “In addition, your jurisdiction’s CDBG allocation for this year provides you with $1,255,405.00 in available Section 108 loan guarantee borrowing authority. Section 108 permits you to borrow up to five times of your current CDBG allocation. This loan allows jurisdictions to maximize access to low-interest capital, and provide long-term financing to invest in Opportunity Zones, or further address gap financing for big projects that you envision for your community.” Member Nelson asked if that money could be used for low-income housing. Neighborhood Services Manager Tracy Davis stated that the funds could be used for that purpose; however, she noted that they are loans that must be repaid.

Member Moscoso asked what was planned for the $163,865 allocated to neighborhood revitalization and infrastructure. Neighborhood Services Manager Tracy Davis stated that the action plan was not designed for specific projects but was intended to allow flexibility to cover public facilities and housing. She stated that specific projects were determined through public input for the plan, specifically within the South Street target area, and that this was the fifth and final year of targeting that area.

Kirk Davis discussed City-owned property at 700 Wager Avenue in Titusville and stated that it had been under consideration for several years for memorialization of the Joynerville area. He stated that the site could serve as a cornerstone of Titusville’s African American heritage and a commemoration of a historic community that contributed significantly to the City’s development. He emphasized the importance of recognizing, preserving and making the site’s history accessible to future generations.

Council provided consensus to allow Kirk Davis an additional minute to speak.

Kirk Davis stated that the use of the property would align with the City of Titusville's ongoing efforts including the Joynerville and Beyond initiative, to document, preserve and interpret underrepresented narratives within the community's collective heritage through a commemorative display. He stated that this would demonstrate the City's commitment to a physical and inclusive historical record that honors all contributors to our shared community.

Christina Stokes provided a handout to the Council that included a brief concept sheet regarding an ongoing community memorial wall with engraved legacy bricks and a reflection space as community development and revitalization opportunities were explored. Ms. Stokes stated that she believed it was important to recognize because many of the City's communities carried a history of pain stemming from systems such as black codes and convict leasing, which created new forms of exploitation following slavery. She stated that this space could allow families to honor loved ones while encouraging healing, remembrance, beautification, volunteerism and stronger partnerships with local organizations and service providers.

Mayor Connors asked whether Community Development Block Grant (CDBG) funds could be used for the community memorial discussed by the previous speaker. Neighborhood Services Manager Tracy Davis stated that the property at 700 Wager Avenue, which had been referenced by Mr. Davis, was not eligible for CDBG funding due to a specific regulatory restriction. She stated that she could provide additional information regarding the applicable regulation.

Neighborhood Services Manager Tracy Davis stated that Neighborhood Services Director Terrie Franklin was exploring alternative funding sources that could be used to develop a pocket park on the property located at 700 Wager Avenue in Titusville.

Member Nelson stated that she would support development of an attractive feature on the property. She suggested that the site could serve as a gateway into Titusville or Downtown Titusville.

Mayor Connors discussed the potential cost of the project and the community efforts or resources that could help support it. He stated that staff needed to determine the community's vision and preferences for the proposed pocket park.

Toni Shifalo stated that the U.S. Department of Housing and Urban Development (HUD) would not permit Community Development Block Grant (CDBG) funds to be used for a pocket park on the property at 700 Wager Avenue because the park would serve the broader Titusville community rather than exclusively benefiting the eligible service area. Ms. Shifalo also stated that the American Association of Retired Persons (AARP) offered grant opportunities for community beautification projects.

Motion: Member Nelson moved to authorized the Neighborhood Services Director and/or Mayor to sign the grant application and certification forms as required, for utilization of CDBG funds in the amount of $251,081, as recommended. Member Stoeckel seconded the motion. The roll call vote was:

Mayor Connors	Yes
Member Stoeckel	Yes

Member Moscoso	Yes
Member Nelson	Yes

The motion carried unanimously.

xxx

Ordinance No. 11-2026 - Aerospace and Light Manufacturing Ordinance – City Manager Abbate advised the request was to conduct the final reading and public hearing for the aerospace and light manufacturing Ordinance No. 11-2026.

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

On June 3, 2026, the Planning and Zoning Commission recommended approval of the Aerospace and Light Manufacturing Ordinance with the following recommended changes to Section 28-110 Childcare Facility (c) (1) (a) A conditional use permit was not required when a childcare facility was approved as part of an approved or existing PID or master plan when it was an accessory use to the principal use. Also, recommended the following change to Section 25-154 Parking Structures (2) In the Planned Development (PID) zoning district, parking structures may be approved as a part of an approved or existing PID or master plan when it was an accessory use to the principal use. The motion also approved the use of the definitions provided by Member Troutman to be included in the ordinance. Approved 7-0

On March 24, 2026, in response to a request made by Mayor Connors, Council approved advisability for the City Manager and staff to review the City's Planned Industrial Development (PID) zoning regulations and ways to make the regulations more friendly or possible for aerospace industry and/or businesses to be able to develop in the PID zoning district areas. The ordinance was drafted in part based on Titusville's proximity to the Kennedy Space Center, Patrick Space Force Base, Space Coast Regional Airport and direct access to transportation facilities such as Interstate-95 and the FEC Railroad. The Titusville area supports a growing number of aerospace and defense related industries. The Council has determined it was desirable to amend the Land Development Regulations to expand industrial use to support aerospace and defense related manufacturing and certain associated uses related to the same.

The ordinance expands the definition of light manufacturing to specifically include the aerospace industry in the M-1, M-2, M-3, PID, and DMU zoning districts. The ordinance also eliminates the public hearing requirement for a childcare facility in the PID zoning district under certain circumstances. Finally, the ordinance allows structured parking in the PID zoning as a primary use.

On May 26, 2026, the City Council requested additional language pertaining to the aerospace industry in proximity to the airport. Enclosed for the Council's adoption was an amended ordinance with a new subsection and title 28-210(e) "Light manufacturing activities permitted in the PID."

Jessie Wright expressed support for the item; however, he questioned why the aerospace designation was limited to properties located east of the Indian River Lagoon in Titusville. He suggested that consideration be given to expanding this designation to other areas within Titusville. He also expressed concerns regarding the environmental health of both Titusville as a whole and his property specifically.

Robert Goltz, President and CEO of the Titusville Chamber of Commerce, expressed his support for the ordinance. He stated that he believes it would promote economic development within the community and contribute to improved employment opportunities and higher wages for residents.

Michael Myjak stated that he did not understand why the City was changing the definition of light manufacturing. He stated that aerospace manufacturing was similar to other types of manufacturing, such as weapons or metal machinery. Mr. Myjak stated that he was in support of the ordinance except for the change to the definition.

Elizabeth Parker stated that she agreed with the previous speaker. She also stated that she was concerned about data centers and the possibility of one being built in Titusville. Ms. Parker suggested that the definition of light manufacturing should exclude data centers to prevent them from being developed in Titusville.

Elizabeth Baker asked the City Council to table the item. She stated that the definition of light manufacturing was too vague. Ms. Baker also stated that aerospace light manufacturing could negatively affect the Indian River Lagoon due to pollution. She raised concerns about infrastructure and the condition of roads in the area.

Darcia Bair stated that, as a citizen, it was difficult to understand the ordinance because she did not have access to staff to ask questions. She stated that it was hard not to question the motives behind the change. Ms. Bair stated that she supported the space industry in Titusville and wondered what types of facilities this ordinance would allow in Titusville.

Member Moscoso stated that she believed the ordinance was tailored to accommodate a specific company, but she did not have a clear understanding of the company, how many jobs would be created, or what was actually being proposed. She stated that City staff members had signed non-disclosure agreements (NDAs) and were limited in what they could share. Member Moscoso stated that she was concerned about unintended consequences and said she would feel more comfortable if staff could confirm that the project was not a data center.

Community Development Director Brad Parrish stated that he had not been approached regarding a data center or whether it would be consistent with the City’s code. He stated that it would depend on what was submitted to the City. He stated that when the City receives an application for any kind of project, staff ask many questions, especially about industrial uses, because their processes

and business models are always different. Community Development Director Brad Parrish stated that, based on his understanding, it would be very difficult for a data center to be built in Titusville due to the number of available properties and the conditions of the various zoning districts and permitted uses. He stated that if there were concerns about data centers, he would recommend letting staff come back to council with recommendations of changes to the code regarding that specific use with conditions.

Motion: Member Nelson moved to approve Ordinance No. 11-2026 - Aerospace and Light Manufacturing Ordinance, as recommended by staff. Member Stoeckel seconded the motion.

Discussion: Member Stoeckel asked if the motion included the Planning and Zoning Commissions' recommendations. The approval did not include the Planning and Zoning Commissions' recommendations.

The roll call vote was:

Member Stoeckel	Yes
Member Moscoso	No
Member Nelson	Yes
Mayor Connors	Yes

The motion carried 3, 1.

xxx

Motion: Member Nelson moved to direct staff to research prohibiting Data Centers. Member Moscoso seconded the motion.

Discussion: Community Development Director Brad Parrish advised that staff would research to determine if Data Centers can be prohibited and if Data Centers could not be prohibited, staff would provide alternatives.

The motion carried unanimously.

xxx

Conditional Use Permit (CUP) No. 6-2025 - River Palms II – This item was tabled to the regular City Council meeting on August 25, 2026 at 6:30 p.m.

xxx

Conditional Use Permit (CUP) No. 9-2025, Parcel ID # 21-35-28-00-279 – This item was tabled to the regular City Council meeting on July 14, 2026 at 6:30 p.m.

xxx

ORDINANCES-FIRST READING – None.

xxx

OLD BUSINESS – None.

xxx

NEW BUSINESS – None.

xxx

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

William Young discussed Conditional Use Permit (CUP) No. 6-2025, River Palms II, which was tabled at the meeting. He stated that around ten years ago, a bill was passed to issue a $10 million bond to purchase riverfront property for the creation of parks. Mr. Young stated that he was not in support of development on the Indian River Lagoon.

xxx

MAYOR AND COUNCIL REPORTS

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

xxx

Mayor Connors discussed Code Section 28-157, pet grooming services. He stated that a business owner in Titusville had purchased a new property, for their pet grooming business, in the Neighborhood Commercial (NC) zoning district and it does not permit a pet grooming service at that location due to zoning restrictions.

Motion: Member Nelson moved to direct staff to draft an ordinance to allow pet grooming in the Neighborhood Commercial (NC) zoning district. Member Stoeckel seconded the motion. The roll call vote was:

Member Moscoso	Yes
Member Nelson	Yes
Mayor Connors	Yes
Member Stoeckel	Yes

The motion carried unanimously.

xxx

No additional action items.

xxx

Council Reports –

Council provided their individual reports.

xxx

Member Nelson requested information on the courses being offered by the Aerospace Defense Training Center be included on the City's website. There was no objection from City Council. City Manager Abbate advised that staff would include on website and in the upcoming City's Talking Points published by the City.

xxx

Member Nelson stated that Toni Shifalo and Lisa Mosier had discussed the lack of signage on the bike path near Bogg Gas. Member Nelson further advised that she supported the addition of signage in that area.

Community Development Director Brad Parrish stated that several months prior, the City Council had asked staff to expand the amenities plan to include Main Street. He further stated that the cost would be submitted as part of the proposed budget and it would include signage along Main Street.

xxx

Member Stoeckel stated that the League of Cities meeting on June 8, 2026 was hosted by Melbourne Village and the City of West Melbourne. She further stated that Colonel Chapman had given a presentation during the public comment section regarding response times to the Blue Origin incident and efforts to ensure everyone's safety. Member Stoeckel also stated that the Chamber of Commerce President from Palm Bay had spoken about collaboration throughout Brevard County as industries were looking to locate in the area. She further discussed property taxes and how their potential abolition could impact different cities throughout the state.

xxx

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

xxx

No action items.

xxx

City Attorneys Report

Update on Royal Oak Informal Mediation – City Attorney Treasure provided an update on the Royal Oak Informal Mediation.

City Attorney Treasure advised that the informal mediation was scheduled for May 28, 2026, and the applicant, Toulon Apartments MS, LLC, had requested that she present to Council a request to submit an amended site plan and amended application for Council's consideration. City Attorney Treasure stated that the applicant wanted council to rescind the previous order denying the transmittal of the proposed comp amendment.

Member Nelson stated that she had made the motion to deny the application and that she would not rescind the motion. She further asked about an offer that had been made by the Applicant.

City Attorney Treasure advised that the Applicant had provided a settlement letter and that if it were to be discussed by Council, it would occur during an executive session.

Member Nelson stated that she was in support of Council holding an executive session, as she believed it would be helpful for Council to review what was being proposed and the condition of the stormwater system in Royal Oak.

Vickie Conklin stated that she was speaking on behalf of Royal Oak Neighbors, LLC. She requested that the Council abide by its unanimous vote to deny Comprehensive Plan Amendment No. 2-2025, which had been submitted by Toulon Apartments MS, LLC, on February 10, 2026. She further noted that the vote included direction for City staff to conduct a small area study to guide redevelopment of the area, and she expressed that no decision should be made until the study was completed. Ms. Conklin added that the applicant could submit a new plan through the standard review process.

Seth Adams asked the Council to stand by its previous decision to deny the Royal Oak property request. He stated that the question before the Council was not whether rescinding the denial would resolve the lawsuit, but whether there was any new planning, environmental, drainage, infrastructure, or legal evidence that justified reversing a decision reached after extensive public review. Mr. Adams further stated that lawsuits should not become a tool for influencing land use decisions, and that allowing a property owner to obtain reconsideration by filing a lawsuit and then offering to withdraw it in exchange for a reversal of an elected body's decision would create a dangerous precedent.

Elizabeth Parker thanked the City Council for preserving the integrity of the City's planning process, respecting adopted procedures, and ensuring that future decisions were based on competent, substantial evidence rather than litigation pressure. Ms. Parker stated that the property was located at the center of a regional drainage basin, contained extensive recharge soils, functioned as a recharge and stormwater collection area, and served as the northern feeder to the City's area of critical concern. She further stated that she would like to see a Request for Proposals (RFP) issued for the small area study on the subject property.

Kathleen Flynn stated that she owned a home abutting the former Royal Oak Golf Course and expressed concern regarding potential flooding that higher-density housing and smaller lot sizes could create. Ms. Flynn stated that she was grateful the City Council had listened to residents' concerns and had unanimously voted to deny the large-scale comprehensive plan amendment submitted by Toulon Apartments MS, LLC. She further stated that any new proposal should be required to proceed through the standard application process and that no further action should be taken on the property until completion of the small area study.

Earl Johnson stated that the applicant had requested that a Council member rescind their vote, which he stated did not comply with City rules. He stated that Rule 13 required a Council member to rescind their vote at the next meeting immediately following the original decision and noted that the decision in question had been made eight Council meetings prior. Mr. Johnson stated that the applicant's request was absurd.

Council took no action.

xxx

Authorization for travel to 44th FMAA Annual Seminar in July - City Attorney Andriene Treasure, Esq. was requesting authorization, pursuant to newly enacted Administrative Policy 1-1 Travel Reimbursement, to travel to Bonita Springs, Florida, to attend the 44th Annual Seminar of the Florida Municipal Attorneys Association (FMAA), scheduled for July 9–11, 2026. The FMAA Annual Seminar was the premier statewide training event specifically designed for attorneys who represent Florida's municipalities. It provides essential legal updates, professional development, and opportunities for collaboration with municipal law practitioners from across the state.

As the total travel cost for the City Attorney exceeds $1000, Council approval was required. Approval of this request for approximately $1,346.45 would allow necessary attendance at this statewide training event. Attendance also supports City Attorney Treasure's progress toward obtaining Florida Bar Board Certification in City, County & Local Government Law.

Attendance by both the City Attorney and Assistant City Attorney ensures full coverage of the diverse subject areas presented, allows for division of sessions to maximize information gathering, and strengthens the capacity of the City's legal department to provide effective, well-informed guidance to City Council and all municipal departments. Participation also fosters valuable networking and knowledge-sharing with attorneys facing similar municipal challenges statewide.

Motion: Member Nelson moved to approve the travel authorization request as recommended. Member Stoeckel seconded the motion. The motion carried unanimously.

xxx

With no further business to discuss, the meeting adjourned at 9:21 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: **Community Redevelopment Agency**

Department/Office: City Clerk

Recommended Action:
Appoint one (1) member at large to the Community Redevelopment Agency for an unexpired term to expire on September 30, 2028.

Summary Explanation & Background:
Pursuant to Section 2-204 of the City of Titusville Code of Ordinances and Section 163.357 Florida Statutes, the City Council is designated as the Community Redevelopment Agency for the City. Further, City Council appoints two additional persons to act as members of the Community Redevelopment Agency for a total membership of seven. These additional members are required to reside or engage in business which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the City.

The current vacancy was advertised on the City's Website, City Hall's Bulletin Boards, and Government Television since May 28, 2026 and staff has only received one application for consideration.

Hannah Cairns has expressed her willingness and desire to serve on this board for an unexpired term to expire on September 30, 2028.

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Cairns, Hannah Board Application

RECEIVED APR 15 2026

CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM

Please type, if possible (or print clearly) **Date:** 4/15/26

Legal Name: CAIRNS HANNAH
(Last) (First) (M.I.)

Address: Home: 3773 E RSMYTH DR MIMS, FL 32754 Zip Code: 32754

Business: 315 S HOPKINS AVE Titusville, FL 32796 Zip Code: 32796

Telephone: Home: 321· Business: 321.268.1009 Cell: 321.289.5529

Email Address: hcairnsbread@icloud.com

Employer: Sunrise Bread Company

Position/Occupation: owner How Long: 8yrs

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

1. First Choice: CRA Board
2. Second Choice: _____
3. Third Choice: _____

Note: Please complete the attached supplemental applications.

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

to make downtown Titusville better overall

Work Experience:

teacher, owner Sunrise Bread

Education: Post-secondary educational institutions attended:

Name & Location	Dates Attended	Degrees Earned
UNF	07-09	BA
BCC	05-07	AA

Professional Licenses or Certificates Held:

Title	Date Issued	Issuing Authority

Community Involvement:

coach for park avenue christian academy
trainer for AYSA

Are you a member or participant of any community organizations? ☒ Yes ☐ No
If yes, please provide details.

The local church, PIF (pay it forward initiative), under the Bridge ministries

Interests/Activities:

volleyball, coaching, volunteering

Personal/Professional References:

Name	Address	Telephone
Sarah Stoekel		
Debbie Schafer		321 269 2837 ext 110

Potential Conflict of Interest:

Do you have or hold any employment or contractual relationship with any business or any agency which is subject to regulation of or is doing business with the City of Titusville?

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

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

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

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

Please answer the following questions:

1. Are you a City of Titusville Resident (Live in the City Limits)? ☐ Yes ☒ No (Staff verified E.C.)
2. How long have you lived in the City of Titusville (City Limits)? _____Years (BUSINESS IS RESIDENCE IN MIMS)
3. Are you a Registered Voter? ☒ Yes ☐ No (Staff verified E.C.)
   If yes, provide Registration Number: 114736394 Date of Registration: 10/12/2006
4. Are you currently serving on a City Board? ☐ Yes ☒ No
5. Have you ever served on a City Board? ☐ Yes ☒ No
   If yes, which Board and when? _____
6. Do you feel you have adequate time to devote to this board/commission membership? ☒ Yes ☐ No
7. Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. ☐ Yes ☒ No
   If you answered Yes to Question No. 7, have your civil rights been restored? ☐ Yes ☐ No
8. Are you part of a protected class that requires your personal information to be redacted from public view? ☐ Yes ☒ No

APPLICANT CERTIFICATION

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

1. This Applicant Information Form, when completed and filed with the City Clerk's Office, is a PUBLIC RECORD under Chapter 119, *Florida Statutes*, and, therefore, is open to public inspection by any person.
2. As an applicant, I am responsible for keeping the information on this form current and that any changes or updates to this form can be made by calling, faxing, writing, or visiting the City Clerk's Office.
3. As an applicant, I am aware that City and State law requires that members of certain boards file a detailed financial disclosure form.
4. The information provided on this form is true and consent is hereby given the City Council or its designated representative to verify any and/or all information provided.
5. The City Council requests all applicants be present at the City Council meeting for Council's consideration of the application for appointment.
6. If appointed to a board, committee, or commission, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices and Florida Sunshine Law (Florida Statutes).
7. I acknowledge and understand that if I am selected as a member of a board, commission, or committee, any written communications in any format will be a public record.
8. This application is effective for ONE YEAR from the date of receipt by the City Clerk's Office.

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

4/15/24 — **Date Signed**

Hannah Cairns — **Applicant's Signature**

City Clerk's Office Use Only:

Date Application Received: 4-15-2026

Receipt Acknowledged By: J. Dunhoff

RETURN COMPLETED APPLICATIONS TO:

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

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Historic Preservation Board**

Department/Office: City Clerk

Recommended Action:
The Historic Preservation Board semi-annual report will be presented by Member Toni Shifalo. No action is requested.

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. HPB Semi-Annual Report January - June 2026

Community Development Department

TO: Historic Preservation Board

FROM: Sue Williams, Redevelopment Planner
Community Development Department

DATE: July 7, 2026

RE: Historic Preservation Board Semi-Annual Report January – June 2026

Accomplishments - During the past six months, the Historic Preservation Board (HPB) has accomplished the following:

- The Historic Preservation Board (HPB) advanced the City's Mid-Century Modern Preservation Program by expanding the Recognition Without Designation initiative, honoring four residential and commercial properties that exemplify Titusville's mid-century modern architectural heritage while promoting preservation through education and community recognition.

- Planned and executed the 2026 Historic Preservation Board Annual Workshop**,** featuring nationally recognized preservation expert Morris "Marty" Hylton III, public discussion on the proposed Historic Preservation Demolition Ordinance, and educational outreach that strengthened community engagement and awareness of historic preservation initiatives.

- Advanced updates to the City's Historic Preservation Ordinance by leading a comprehensive review of demolition procedures for historic resources, evaluating best practices, notifying more than 500 historic property owners to encourage public participation, engaging the community through the 2026 Historic Preservation Board Annual Workshop, and forwarding recommendations to City Council to strengthen preservation policies consistent with recent state legislation.

- Received the 2026 Florida Trust for Historic Preservation Communications and Media Award for the *Joynerville & Beyond: Memorializing and Celebrating Titusville's African American History* initiative, recognizing the City's leadership in preserving and promoting African American history through oral histories, archival research, community engagement, and public education.

- Celebrated Historic Preservation Board member and local historian Kirk Davis**,** recipient of the 2026 Florida Trust for Historic Preservation Individual Distinguished Service Award, recognizing his decades of leadership and outstanding contributions to researching, documenting, and preserving Titusville's and Brevard County's African American history.

- Work plan **-** The Board will continue to work on strategies to encourage property owners of historic buildings to participate in the listing of their buildings on the City's Local Historic Register and to encourage the preservation of historic and potentially historic buildings in the City.

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City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Titusville Cocoa Airport Authority**

Department/Office: City Clerk

Recommended Action:
Appoint one regular member to the Titusville-Cocoa Airport Authority with an unexpired term to expire on July 8, 2028.

Summary Explanation & Background:
In July 2003, the Florida House adopted Bill No. 1217, which updated the Enabling Legislation for the Titusville-Cocoa Airport District. Section 5 of the bill states: "The Authority shall consist of seven members...one shall be appointed by the City of Titusville and shall reside within the city limits of Titusville." The term of the appointment shall be for a period of three years. Upon expiration of the term, the member shall continue to serve pending reappointment or until a successor is appointed for their position.

There are currently two applications on file for consideration. Mr. Bryant Garret and Mr. Andre Charvet have both expressed their willingness and desire to serve on the Titusville-Cocoa Airport Authority with an unexpired term to expire on July 8, 2028

Alternatives:
Do not make an appointment at this time.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:
No. 4 - Economic Development

Strategic Plan Impact:

ATTACHMENTS:

1. Garrett, Bryant Board Application
2. Charvet, Andrew Board Application

RECEIVED JUN 29 2026

CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM

Please type, if possible (or print clearly) **Date:** 6/20/2026

Legal Name: GARRETT Bryant W.
(Last) (First) (M.I.)

Address: Home: [redacted] Zip Code: [redacted]

Business: N/A Zip Code: _____

Telephone: Home: _____ Business: _____ Cell: [redacted]

Email Address: [redacted]

Employer: Collier County Airport Authority

Position/Occupation: Executive Airports Mgr. How Long: 2 ½ yrs

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

1. First Choice: Titusville-Cocoa Airport Authority
2. Second Choice: _____
3. Third Choice: _____

Note: Please complete the attached supplemental applications

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

After 40+ years in the airport management business I want to pass my knowledge + experience to others and to support the valuable airport in our community.

Work Experience:

Salt Lake International Airport - 12 years in Operations
Sanford Airport Authority - 15 years CFO
Redding, CA Redding Municipal Airport + Benton Airpark 5 year - Airports Manager
Ogden Regional Airport - Airport Manager 5 years.

Education: Post-secondary educational institutions attended.

Name & Location	Dates Attended	Degrees Earned
Brigham Young University	1989-91	Masters Public Admin
Westminster College SLC	1987-1989	Bachelors Air Ops management

Professional Licenses or Certificates Held:

Title	Date Issued	Issuing Authority
Acredited Airport Executive (AAE)	2006	American Association of Airport Executives

Community Involvement:

member - Rotary Club Multiple locations

Are you a member or participant of any community organizations? ☒ Yes ☐ No
If yes, please provide details.

Interests/Activities:

Golf, Flying, Fishing, and Gardening

Personal/Professional References.

Name	Address	Telephone
George Speake	1200 Red Cleveland Blvd Sanford, FL 32773	(407) 585-4006
Victor White	2713 N Lake Ridge St. Wichita, KS 67205	(316) 200-8046

Potential Conflict of Interest:

Do you have or hold any employment or contractual relationship with any business or any agency which is subject to regulation of or is doing business with the City of Titusville?

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

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

Yes X No (If Yes, please provide details below)

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

Please answer the following questions:

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

2. How long have you lived in the City of Titusville (City Limits)? 10 Years

3. Are you a Registered Voter? ☒ Yes ☐ No (Staff verified E.C.)
   If yes, provide Registration Number 132287043 Date of Registration: 4/12/24

4 Are you currently serving on a City Board? ☒ Yes ☐ No Collier County MPO Naples Airport Authority Noise Committee

5 Have you ever served on a City Board? ☒ Yes ☐ No
   If yes, which Board and when? multiple Boards in California & Utah now in Florida

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

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

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

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

APPLICANT CERTIFICATION

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

1. This Applicant Information Form, when completed and filed with the City Clerk's Office, is a PUBLIC RECORD under Chapter 119, *Florida Statutes*, and, therefore, is open to public inspection by any person
2. As an applicant, I am responsible for keeping the information on this form current and that any changes or updates to this form can be made by calling, faxing, writing, or visiting the City Clerk's Office
3. As an applicant, I am aware that City and State law requires that members of certain boards file a detailed financial disclosure form
4. The information provided on this form is true and consent is hereby given the City Council or its designated representative to verify any and/or all information provided
5. The City Council requests all applicants be present at the City Council meeting for Council's consideration of the application for appointment
6. If appointed to a board, committee, or commission, I acknowledge that this is my obligation and duty to comply with the following Code of Ethics for Public Offices and Florida Sunshine Law (Florida Statutes)
7. I acknowledge and understand that if I am selected as a member of a board, commission, or committee, any written communications in any format will be a public record
8. This application is effective for ONE YEAR from the date of receipt by the City Clerk s Office.

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

June 23, 2026
Date Signed

Applicant's Signature

City Clerk s Office Use Only

Date Application Received 6|29|26

Receipt Acknowledged By E. Campbell

RETURN COMPLETED APPLICATIONS TO:

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

CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM

Please type, if possible (or print clearly) **Date:** July 7, 2026

Legal Name: CHARVET (Last) ANDRE (First) "BEN" (M.I.)

Address: Home: 3825 COTTONWOOD DR TITUSVILLE, FLORIDA Zip Code: 32780

Business: _____ Zip Code: _____

Telephone: Home: _____ Business: _____ Cell: 321-961-5117

Email Address: bencharvet@gmail.com

Employer: RETIRED

Position/Occupation: _____ How Long: _____

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

1. First Choice: TITUSVILLE COCOA AIRPORT AUTHORITY
2. Second Choice: _____
3. Third Choice: _____

Note: Please complete the attached supplemental applications.

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

I HAVE A LONG-TERM LOVE OF AVIATION

Work Experience:

REALTOR, COLDWELL BANKER COAST REALTY 2018 - 2023

PHARMACIST, PARRISH MEDICAL CENTER 1992 - 2019

ECKERD DRUGS 1979 - 1992

Education: Post-secondary educational institutions attended:

Name & Location	Dates Attended	Degrees Earned
FLORIDA TECHNOLOGICAL UNIV (UCF)	1972 - 1974	—
UNIVERSITY OF FLORIDA	1974 - 1977	BACHELORS PHARMACY
UNIVERSITY OF FLORIDA	2001 - 2004	DOCTOR OF PHARMACY

Professional Licenses or Certificates Held:

Title	Date Issued	Issuing Authority
REGISTERED PHARMACIST	1977	FLORIDA
PRIVATE PILOT	1985	FAA
AIRFRAME/POWERPLANT	2020	FAA

Community Involvement:

Are you a member or participant of any community organizations? ☒ Yes ☐ No
If yes, please provide details.

RULING ELDER CHRIST COMMUNITY CHURCH

Interests/Activities:

EXPERIMENTAL AVIATION, AIRCRAFT MAINTENANCE, MOTORCYCLE RESTORATION AND RIDING

Personal/Professional References:

Name	Address	Telephone
BOB ADAMS	3525 NELSON PLACE, TITUSVILLE	321-626-5107
ED FAMBROUGH	4605 DUNSFORD ROAD, TITUSVILLE	770-876-1520

Potential Conflict of Interest:

Do you have or hold any employment or contractual relationship with any business or any agency which is subject to regulation of or is doing business with the City of Titusville?

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

I HAVE TWO HANGARS LEASED AT ARTHUR DUNN AIRPARK

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

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

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

Please answer the following questions:

1. Are you a City of Titusville Resident (Live in the City Limits)? ☒ Yes ☐ No (Staff verified E.C.)
2. How long have you lived in the City of Titusville (City Limits)? 60 Years
3. Are you a Registered Voter? ☒ Yes ☐ No (Staff verified E.C.)
   If yes, provide Registration Number: 10094507 Date of Registration: 11/2/1918
4. Are you currently serving on a City Board? ☐ Yes ☒ No
5. Have you ever served on a City Board? ☐ Yes ☑ No
   If yes, which Board and when? _____
6. Do you feel you have adequate time to devote to this board/commission membership? ☑ Yes ☐ No
7. Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. ☐ Yes ☒ No
   If you answered Yes to Question No. 7, have your civil rights been restored? ☐ Yes ☐ No
8. Are you part of a protected class that requires your personal information to be redacted from public view? ☐ Yes ☒ No

APPLICANT CERTIFICATION

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

1. This Applicant Information Form, when completed and filed with the City Clerk's Office, is a PUBLIC RECORD under Chapter 119, *Florida Statutes*, and, therefore, is open to public inspection by any person
2. As an applicant, I am responsible for keeping the information on this form current and that any changes or updates to this form can be made by calling, faxing, writing, or visiting the City Clerk's Office.
3. As an applicant, I am aware that City and State law requires that members of certain boards file a detailed financial disclosure form.
4. The information provided on this form is true and consent is hereby given the City Council or its designated representative to verify any and/or all information provided
5. The City Council requests all applicants be present at the City Council meeting for Council's consideration of the application for appointment.
6. If appointed to a board, committee, or commission, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices and Florida Sunshine Law (Florida Statutes).
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8. This application is effective for ONE YEAR from the date of receipt by the City Clerk's Office

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

7/7/2026 — **Date Signed**

Applicant's Signature

City Clerk's Office Use Only:

Date Application Received: 7/7/26

Receipt Acknowledged By: E. Campbell

RETURN COMPLETED APPLICATIONS TO:

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

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Titusville Environmental Commission (TEC) - Leave of Absence**

Department/Office: City Clerk

Recommended Action:
Act on Titusville Environmental Commission Regular Member William (Bill) Young's request for a two month leave of absence from the Titusville Environmental Commission meetings for the months of July and August 2026.

Summary Explanation & Background:

Alternatives:
Do not approve the request for a leave of absence.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. B. Young TEC request for absence

Campbell, Emily

From: Dargie, Laurie
Sent: Friday, June 12, 2026 9:53 AM
To: Galleo, Lily
Cc: Campbell, Emily
Subject: RE: TEC Agenda June 10, 2026

Follow Up Flag: Follow up
Flag Status: Flagged

Emily –

Please see Bill Young's request below to be excused from TEC meetings for July and August.

Thanks,

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

Titusville
Gateway to Nature & Space
Community Development
Planning

Please note: Florida has a very broad public records law. Most written communications to or from City employees regarding City business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

From: Bill Young <byoung6360@gmail.com>
Sent: Friday, June 12, 2026 9:10 AM
To: Dargie, Laurie <Laurie.Dargie@Titusville.com>; Galleo, Lily <Lily.Galleo@Titusville.com>
Subject: Re: TEC Agenda June 10, 2026

HI
At the TEC meeting last night, I stated that I will be traveling to Washington State for the next 2 months, July/August.
I would like permission to be absent for those months.
Thank you
Bill Young

On Fri, Jun 5, 2026 at 10:28 AM Dargie, Laurie <Laurie.Dargie@titusville.com> wrote:

Good morning TEC Members –

The agenda for the June 10, 2026 Titusville Environmental Commission meeting is provided in the below link. Please let me know if you will or will not be able to attend the meeting at 5:30pm on June 10, 2026.

https://titusville.sharefile.com/public/share/web-sa08398c4725b4e8b8bb18f56be8fd130

Thanks,

Laurie Dargie

City of Titusville

Community Development

Senior Administrative Assistant

Ph# 321-567-3778

Titusville
Gateway to Nature & Space

Community Development
Planning

Please note: Florida has a very broad public records law. Most written communications to or from City employees regarding City business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Titusville Environmental Commission Semi-Annual Report**

Department/Office: Planning

Recommended Action:
The Titusville Environmental Commission's Semi-Annual report will be presented by Member Jason Miller. No action is requested.

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. January to May 2026 FINAL

Titusville Environmental Commission
Semi-Annual Report
January 2026 through May 2026

Membership Changes

- Chairman Michael Myjak and Vice Chairwoman Laurilee Thompson re-elected by TEC as Chair and Vice Chair during the January meeting.

Trees & Urban Forestry

- Urban Forest Management Plan (UFMP) Draft Review came before the board during the April and May 2026.
  Community Development Director Brad Parrish and Eocene Consultant Elizabeth Lingo presented the working draft during the April 30th meeting. Public and TEC input addressed changes/suggestions to the ordinance updates, species diversity goals, inventory needs, and implementation challenges. Other concerns included avoiding overly ambitious goals without dedicated staffing. Additional time for public input was requested online and provided in-person at the meeting using the consultants interactive feedback boards.
- TEC proposed a funding recommendation for the UFMP during the May 13, 2026 meeting, the Commission passed a motion (unanimous) recommending to City Council a dedicated line item of $100,000 from the Landscape Trust Fund (which equates to $2.00 per capita) specifically for implementation of the Urban Forestry Management Plan.

Wetland Conservation in Comprehensive Plan (Primary Ongoing Focus)

- Ongoing detailed presentations, handouts, and discussions facilitated by Mary Sphar on wetland policies and history.
- Summary of bulk edits to FLUE Policy 1.16.2, 1.16.3, and 1.16.4 along with the creation of several strategies within the policies. The recommended changes and intent focus on treating wetlands as connected ecological systems, closing the loopholes that previously allowed for easier wetland impacts in PDs/easements, clarifies the 1.8% impact limit, and reasserts local control over land use decisions by removing any deferral language.
- In the May meeting, discussions around wetlands were primarily outside of the Future Land Use Element and focused more on the Conservation Element of the Comprehensive Plan.

Alternative Water Supply

- During the April 15, 2026 Public Works Director Sandra Reller and staff presented to TEC at Council's request. The Commission discussed brackish water as an alternative supply, wellfield recharge, Aquifer Storage and Recovery (ASR), water capacity for growth, and protecting the Indian River Lagoon.
- TEC made a unanimous motion to support moving forward with the brackish water study and to also consider ASR and wellfield recharge studies.

Notable Presentations & Events

- Several members of TEC participated in an outreach and tabling event during the Earth Day Festival hosted by the Enchanted Forest. TEC members and City Staff provided educational information on the city's inundation map, horseshoe crabs, answering resident questions, increasing the Community Development Newsletter subscription list, and handing out nearly 20 native plants to residents (plants donated by the Titusville Garden Club)
- Member Miller, who also serves as the Chair on the Environmental Endangered Lands (EELs) Selection and management committee (SMC) presented updates on the prospect of EELs purchasing property North and South of SR 405. Vice Chairwoman Thompson later organized and hosted a bus tour for the EELs SMC members.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Trail Town Amenities Strategic Plan**

Department/Office: Community Development

Recommended Action:
Adopt the Downtown Bicycle and Pedestrian Amenities Strategic Plan.

Summary Explanation & Background:
On September 9, 2025, the Community Redevelopment Agency (CRA) Board approved funding for consultant services to prepare a Downtown Bicycle and Pedestrian Amenities Strategic Plan for the CRA District.

At the April 2026 CRA Board meeting, the Board reviewed the draft Plan and requested development of a phased implementation timeline and prioritized project list. The Board also recommended evaluating the four corner parcels at the southern end of the CRA District as a potential Trail Hub and destination gathering space. Staff confirmed with the Assistant City Manager that there are no known restrictions associated with the City-owned parcel.

The updated Downtown Bicycle and Pedestrian Amenities Strategic Plan is attached Council review and comment. The Plan evaluates existing bicycle and pedestrian infrastructure and amenity gaps throughout the CRA District and establishes a framework for phased implementation of trail-oriented amenities and public realm improvements.

The Plan identifies opportunities to improve trail connectivity, wayfinding, pedestrian lighting, trailheads, bicycle amenities, and economic activation areas to further position Downtown Titusville as a destination-oriented Trail Town. Recommendations include scalable amenity deployment strategies, corridor enhancement concepts, district-specific priorities, and potential grant funding opportunities.

The CRA Board reviewed the Downtown Bicycle and Pedestrian Amenities Strategic Plan,and formally accepted the Plan on June 9, 2025.

Upon adoption by City Council, the Strategic Plan will serve as a guiding document for future capital improvement planning, project prioritization, grant funding pursuits, and

budget development related to the phased implementation of bicycle and pedestrian amenities throughout the CRA District.

It is recommended that City Council adopt the Downtown Bicycle and Pedestrian Amenities Strategic Plan.

Alternatives:
As the Board Requests

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:
Account: 104-5555-515.65-00
Project: CR1604 Trail Town Amenities

Strategic Plan:

STRATEGIC PLAN & CRA 2022 PLAN ALIGNMENT
Project: Downtown Trails Amenities Strategic Plan

CITY OF TITUSVILLE STRATEGIC GOALS & OBJECTIVES ADDRESSED	CRA 2022 ADOPTED COMMUNITY REDEVELOPMENT PLAN GOALS & STRATEGIES ADDRESSED
Objective 1.b – Enhance the appearance of the City	Redevelopment Strategies – Reinforce Connections; Reinforce CRA Branding and Marketing; Enhance Existing Destinations; Support Planned and Programmed Development
Objective 1.d – Improve public safety	Public Spaces (Goal 5.0) Goal 5.1 – Safe and accessible public spaces Goal 5.2 – Visually unified CRA Goal 5.3 – Increased public spaces and amenities
Objective 2.c – Continue implementation of the sustainability plan	Infrastructure (Goal 6.0) Objective 6.1.1 – Improve pedestrian/bike infrastructure Objective 6.1.3 – Promote sustainable multi-modal systems
Objective 4.b – Continue to market trails and amenities	Community & Culture (Goal 3.0) Goal 3.4 – Promote tourism and local assets Economic Development (Goal 4.0) Goal 4.2 – Encourage hospitality and entertainment venues

Strategic Plan Impact:

The Strategic Plan reinforces adopted redevelopment strategies by strengthening connections between districts, enhancing CRA branding and identity, supporting programmed redevelopment areas, and encouraging hospitality, recreation, and business activation along trail corridors.

The strategic impact of this initiative is the transition of the CRA from a regional trail pass-through corridor to a cohesive, destination-oriented system that supports economic vitality, placemaking, sustainability, and long-term reinvestment within the district.

ATTACHMENTS:

1. Titusville CRA Downtown Bicycle & Pedestrian Amenities Strategic Plan

CITY OF TITUSVILLE FLORIDA

Community Redevelopment Agency

Downtown Bicycle & Pedestrian Amenities Strategic Plan

May 2026

Kimley»Horn

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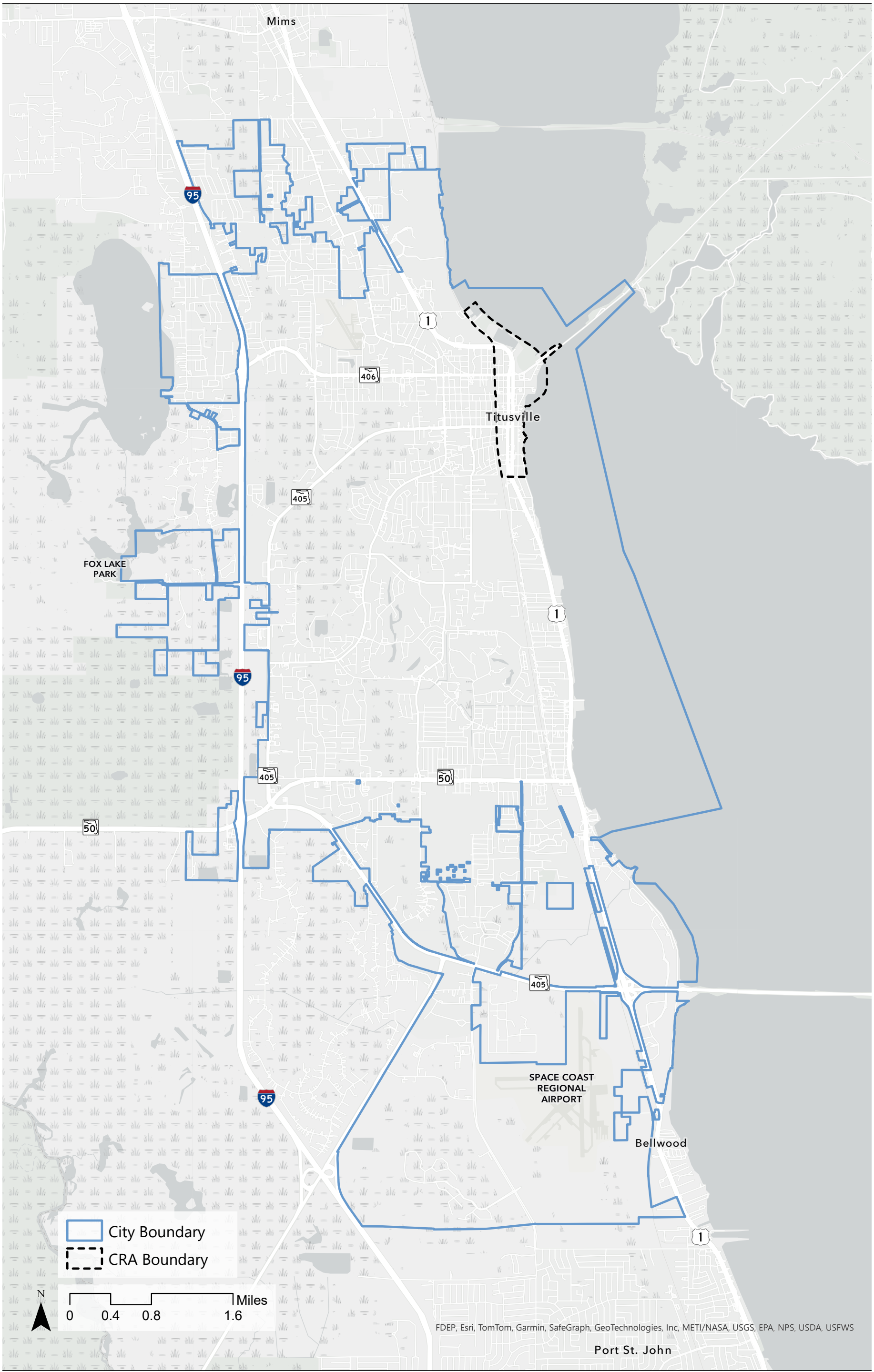
5-YEAR PHASED IMPLEMENTATION PLAN.....41
FUNDING OPPORTUNITIES.....50
SYNTHESIS & OUTLOOK.....56

Introduction



COMMUNITY REDEVELOPMENT AREA LOCATION

INTRODUCTION

The City of Titusville Community Redevelopment Agency (CRA), established on October 12, 1982, is dedicated to the revitalization of the City's historic downtown through targeted reinvestment, place-making, and mixed-use development that celebrates the community's culture and heritage.

Titusville occupies a unique and strategic position at the convergence of three major regional trail systems the Coast-to-Coast Trail, the St. Johns to Sea Loop Trail, and the East Coast Greenway. This convergence presents a significant opportunity for the CRA to leverage trail-based mobility, recreation, and tourism as drivers of economic development, public space activation, and downtown vitality.

To capitalize on this opportunity, the CRA is advancing the Bicycle & Amenities Strategic Plan to evaluate existing trail conditions, identify bicycle and pedestrian gaps in connectivity and establish a coordinated framework for investment within the CRA boundary. The CRA encompasses five districts Civic Waterfront, Uptown, Downtown, Midtown, and the Historic Residential District totaling approximately 300 acres of diverse urban, waterfront, and neighborhood environments.

This Strategic Plan will provide targeted strategies, design concepts, and implementation priorities that align with the City's 2022 Community Redevelopment Plan and 2018 Multi-modal Strategic Plan, ensuring that trail and public-realm investments support broader goals for mobility, economic development, place-making, and quality of life.

WHAT THIS PLAN WILL DELIVER

The Titusville CRA Bicycle & Pedestrian Amenities Strategic Plan will provide a clear, actionable framework to guide public-realm investments that strengthen downtown vitality, improve mobility, and enhance the overall quality of life within the CRA. Specifically, the plan will deliver:

- A vision that connects the Regional Trails to the Civic Waterfront, Uptown, Downtown, Midtown, and Historic Residential Districts with a proposed cohesive bicycle & pedestrian amenity network.
- Prioritization capital projects including trail segments, trail-heads, plazas, waterfront access points, way finding, lighting, and support amenities that can be advanced through CRA funding, grants, and public-private partnerships.
- Concept-level designs and planning diagrams that illustrate how key corridors and public spaces can be transformed to support recreation, tourism, and everyday use.

GOALS

The strategies developed through this Strategic Plan are guided by three core goals that reflect both the CRA's mission and the City's long-term vision.

Use the Trail Network to Drive Downtown and CRA District Revitalization

The regional trail convergence represents a powerful economic development opportunity. This plan will leverage trail-based tourism, recreation, and daily mobility to:

- Increase foot traffic and activity in the downtown core.
- Support local businesses and redevelopment sites.
- Activate underutilized parcels and waterfront areas.
- Strengthen Titusville's identity as a trail-oriented destination.

Create a Unified, Connected Public-Realm Framework Across Five CRA Districts

Rather than isolated projects, the plan will establish a coordinated system of bicycle & pedestrian amenities and public spaces that:

- Improves connectivity between districts.
- Enhances walk-ability and bike ability.
- Creates consistent design language and user experience.
- Supports equitable reinvestment across the entire 300-acres.

Align Capital Investments with Adopted City Policy to Support Funding and Implementation

All recommendations will be grounded in and aligned with the City's adopted planning documents, ensuring that:

- CRA investments are defensible and strategic.
- Grant applications are competitive and well supported.
- Projects are coordinated with City, FDOT, and regional trail partners.
- The Strategic Plan becomes a tool for implementation, not just visioning.

COMMUNITY REDEVELOPMENT BOUNDARY

Existing Conditions

CRA TRAIL AMENITY GAP FINDINGS

System-Wide Findings

A review of existing conditions across the Community Redevelopment Area (CRA), as illustrated in the Bicycle & Pedestrian Amenity Gaps Map (see page 9), confirms that Titusville possesses a strong foundational pedestrian focused framework supported by regional trail connectivity, existing pedestrian infrastructure, and high-quality destination parks. The CRA benefits from its position along major regional trail corridors and from the presence of key destination spaces, particularly within the Civic Waterfront and Downtown districts.

However, while the baseline mobility network is present, pedestrian-supportive amenities are not evenly distributed across the CRA. As a result, the current system functions effectively as a regional pass-through corridor, but lacks the consistent identity, comfort amenities, and access nodes necessary to fully support a destination-oriented trail and pedestrian experience.

The analysis identified that existing amenities such as benches, bicycle parking, street lighting, trash receptacles, and public art are concentrated primarily within the Civic Waterfront and Downtown districts, while other districts serve primarily as connectivity corridors with limited pedestrian-specific infrastructure.

Conversely, amenities including trailheads, informational mapping and signage, shade and water access, bicycle repair infrastructure, and trail-oriented activity nodes are largely missing across the CRA. These gaps represent the greatest opportunity for strategic investment.

Bicycle & Pedestrian Amenity Gaps Map

The Bicycle and Pedestrian Amenity Gap Map illustrates the existing distribution of trail-related amenities across the CRA boundary, including bicycle facilities, shared routes, and pedestrian infrastructure. Through this mapping effort, it became evident that prior investments have largely focused on individual amenities rather than a coordinated system, resulting in a concentration of amenities within the Downtown District and limited distribution across the remaining districts.

To better understand and evaluate the existing conditions, amenities were reclassified into a tiered system consisting of three distinct categories: Base Nodes, Enhanced Nodes, and Trail Hubs. This framework establishes a consistent methodology for assessing both the presence and intensity of amenity groupings throughout the CRA.

- Base Node ("Combo Three")

The Base Node represents the most fundamental level of trail support infrastructure and includes a bench, bicycle rack, and waste receptacle. This node serves as the primary building block for expanding amenity coverage throughout the CRA and provides the most efficient opportunity for incremental improvements.

- Enhanced Node

The Enhanced Node builds upon the Base Node by incorporating additional elements that improve user experience, safety, and navigation. In addition to the Base Node components, this node includes pedestrian-scale lighting and wayfinding signage, reinforcing both usability and trail identity.

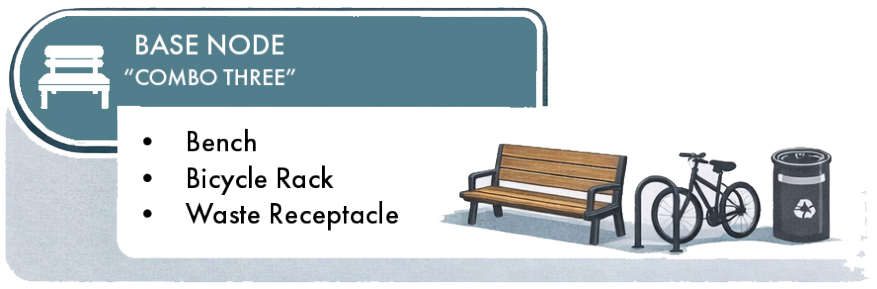
- Trail Hub / Trailhead

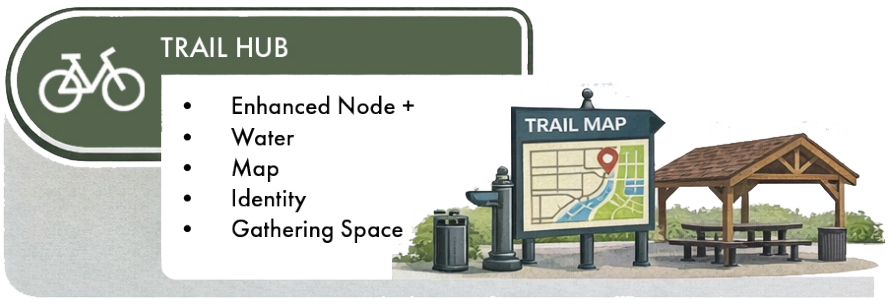
The Trail Hub represents the highest level of amenity concentration and is intended to serve as a destination or major access point within the trail network. This node includes all Base and Enhanced Node elements, along with water fountains, informational mapping, gathering spaces, and shade structures to support extended use and broader public activity.

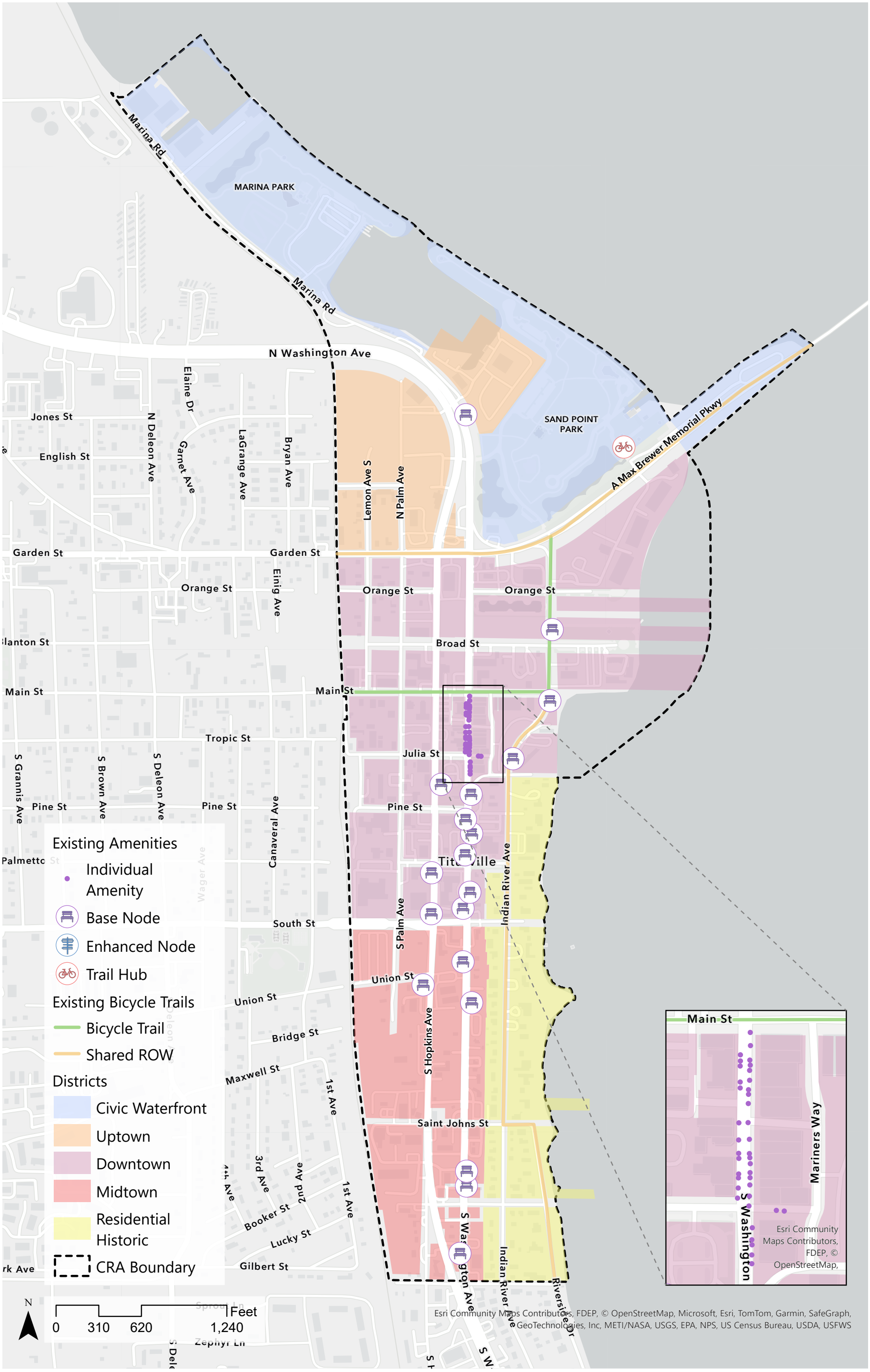
Through this classification, the analysis identifies not only where amenities exist, but also the level of service each location provides. The findings indicate that while Base Nodes are present throughout portions of the CRA, there is a clear absence of Enhanced Nodes and Trail Hubs within the study area.

This gap highlights a critical opportunity to transition from isolated amenity placement to a layered and intentional node-based system, where amenities are deployed strategically to strengthen connectivity, improve user experience, and establish a recognizable trail identity.

The proposed Strategic Plan builds upon this framework by introducing a distributed network of Base Nodes, Enhanced Nodes, and Trail Hubs across all districts. This approach ensures that each district is connected through a consistent amenity strategy while also supporting its unique role within the broader trail system.







BICYCLE & PEDESTRIAN AMENITY GAPS MAP

EXISTING CONDITIONS

A field review of the CRA districts identified a wide range of bicycle & pedestrian supportive infrastructure already in place, particularly within the Downtown, Civic Waterfront, and Midtown areas. Collectively, these elements support basic mobility, visibility, and comfort for pedestrians and demonstrate that many core pieces of a pedestrian ready public realm already exist within the CRA.

Mobility & Access

- Crosswalks
- Sidewalks
- Bicycle lanes
- Parking lots
- On-street parking

Bicycle & Pedestrian Support

- Bicycle racks
- Bicycle stations
- Wayfinding signage
- Bicycle signage
- Pedestrian signage

Comfort, Safety & Streetscape

- Street lighting
- Pedestrian-scale lighting
- Benches
- Trash receptacles
- Landscape buffers
- Street trees

Key Amenities Not Currently Present or Consistently Provided

Despite the presence of foundational infrastructure, several critical bicycle & pedestrian amenities that define a complete, destination-quality network are missing or could be enhanced within the CRA.

Placemaking & Identity

- Public art

Trailheads and access nodes

- Clearly defined entry points with orientation, seating, and identity

Bicycle repair and service stations

- Air pumps, tools, and minor repair capability for riders

Informational trail network signage

- Maps, distances, destinations, and connections to the Coast-to-Coast Trail, St. Johns to Sea Loop, and East Coast Greenway

Economic & activity generators tied to the trail

- Retail, food, rentals, events, and programming that encourage people to stop, spend, and stay

Drinking fountains and bottle fill stations

- Readily accessible drinking water along bicycle trails & pedestrian paths

Existing Amenities Matrix

The Existing Amenities Matrix provides a detailed inventory of the amenities currently present throughout the CRA, organized by district and key roadways within each district. This matrix serves as a comprehensive evaluation tool, identifying both the type and distribution of pedestrian and bicycle amenities across the study area.

Each amenity category was reviewed through field observations and mapped analysis, with check marks used to indicate where individual elements are present. While certain foundational infrastructure such as sidewalks and street lighting was found to be relatively consistent across the CRA, the matrix highlights notable gaps in other critical amenities that contribute to a safe, functional, and enjoyable pedestrian and bicycle environment.

The matrix is intended to provide a clear and visual understanding of existing conditions, allowing the planning process to be grounded in data rather than assumptions. By organizing amenities in this format, the CRA is able to quickly identify patterns of concentration, areas of deficiency, and inconsistencies between districts.

Each district is supported by its own matrix, focusing on the core amenities commonly found in successful, pedestrian-oriented environments. This district-level breakdown allows for a more precise evaluation of how each area is currently functioning and where targeted improvements are needed.

The gaps identified within the matrix directly inform the Strategic Plan's implementation strategy. By understanding what is currently absent or underrepresented, the CRA can prioritize investments that enhance safety, improve usability, and strengthen the overall trail and pedestrian network. This ensures that future improvements are intentional, equitable, and aligned with the broader goals of the Strategic Plan.

	Civic Waterfront	Uptown			Downtown				Midtown			Historic Residential	
	A Max Brewer Memorial Parkway	Lemon Avenue North	North Palm Street	North Washington Avenue	Broad Street	Indian River Avenue	South Palm Street	Main Street	South Hopkins Avenue	South Washington Avenue	South Street	Indian River Avenue	Riverside Drive
Crosswalks	✓					✓		✓			✓		
Sidewalks	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓
Bicycle Rack						✓				✓			
Bicycle Station						✓							
Bicycle Lane	✓					✓		✓					
Parking Lot			✓					✓	✓	✓			
Street Parking					✓		✓	✓		✓		✓	
Street Lights	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Pedestrian Lights					✓								
Wayfinding	✓							✓					
Signage								✓					
Benches						✓				✓			
Trash Receptacles						✓				✓			
Public Art					✓	✓							
Landscape Buffer		✓				✓	✓		✓	✓		✓	
Street Trees								✓					

EXISTING AMENITIES MATRIX

DISTRICT SCORECARD

DISTRICT	CONNECTIVITY	COMFORT	TRAIL IDENTIY	ECONOMIC ACTIVIATION	OVERALL ROLE
CIVIC WATERFRONT	HIGH	MEDIUM	LOW	MEDIUM	**REGIONAL DESTINATION POTENTIAL**
DOWNTOWN	HIGH	MEDIUM	LOW	HIGH	**PRIMARY TRAIL TO COMMERCE HUB**
UPTOWN	MEDIUM	LOW	LOW	LOW	**EMERGING CONNECTION ZONE**
MIDTOWN	MEDIUM	LOW	LOW	LOW	**PASS THROUGH CORRIDOR**
HISTORIC RESIDENTIAL	MEDIUM	LOW	LOW	VERY LOW	**NEIGHBORHOOD TRAIL FABRIC**

Purpose of the Scorecard

The District Scorecard was developed as an evaluation tool to systematically assess the presence, distribution, and effectiveness of bicycle and pedestrian amenities within each CRA district. Rather than relying solely on qualitative observations, the scorecard provides a structured framework to compare districts, identify gaps, and inform targeted investment strategies.

This approach allows the Strategic Plan to move beyond general observations and establish a data-informed understanding of how each district currently functions within the broader trail network.

How the Scorecard Was Developed

The scorecard is based on field observations, mapping analysis, and alignment with the CRA's planning goals and pedestrian amenity standards. Each district was evaluated against a consistent set of criteria, including:

- Trail connectivity and continuity
- Presence of core amenities (benches, bike racks, lighting, etc.)
- Wayfinding and trail identity elements
- Access points and node development
- Comfort and usability features
- Integration with surrounding land uses and destinations

Each category reflects key components required to support a functional, safe, and engaging pedestrian amenity experience within a semi-urban downtown environment.

How the Scorecard Is Used

The scorecard serves three primary functions within the Strategic Plan:

1. Comparative Analysis Tool

It allows for direct comparison between districts, highlighting where amenities are concentrated, where gaps exist, and how each district performs relative to the overall system.

2. Gap Identification Framework

It identifies missing or underrepresented amenities, which directly informs the amenity gap analysis and prioritization of improvements.

3. Strategic Decision-Making Tool

It supports the development of district-specific recommendations by aligning observed conditions with each district's intended role within the pedestrian network (destination, connector, activation zone, or context-sensitive area).

Why the Scorecard Is Important

The District Scorecard is critical because it establishes a clear, defensible foundation for investment decisions. It ensures that:

- Improvements are targeted rather than uniform, responding to the specific needs of each district
- Resources are allocated to areas with the greatest impact on connectivity, usability, and experience
- The overall pedestrian system evolves as a cohesive network, rather than a series of isolated enhancements

By grounding recommendations in a consistent evaluation framework, the scorecard strengthens the credibility of the Strategic Plan and provides CRA staff and decision-makers with a practical tool for implementation, phasing, and future updates.

Role in the Overall Plan

The findings from the District Scorecard directly inform:

- The Bicycle and Pedestrian Amenity Gaps Map
- The District-Level Strategies and Recommendations
- The System-Wide Implementation Philosophy
- The Scalable Amenity Deployment Strategy

DISTRICT SPECIFIC ANALYSIS

The following district analysis build upon these system-wide findings and provide detailed evaluations of existing conditions, amenity gaps, and priority investment strategies tailored to each district's role within the CRA Bicycle & Pedestrian Amenities Network.

The CRA contains five distinct districts **Civic Waterfront, Uptown, Downtown, Midtown, and Historic Residential** collectively encompassing approximately 300 acres. While each district has a unique character and role within the community's urban fabric, they share a common opportunity: to serve as active, amenitized nodes within a cohesive pedestrian network.

During the evaluation of pedestrian amenities across these districts, recurring patterns emerged in both physical conditions and design opportunities. Consistent with the City of Titusville's design principles, such as **streetscape standards, street furniture, sustainable site features, and pedestrian-friendly design frameworks** found in the Urban Design Manual. This analysis provides a district-level understanding of how existing and potential amenities support a high-quality user experience.

For clarity and comparison, findings have been compiled into a district-level amenities matrix that identifies which typical trail-related elements including **benches, shade structures, lighting, public art, signage, landscape buffers, rest areas, and access points are present or absent in each district.** This matrix serves as a baseline for identifying gaps in trail amenities relative to expected urban design standards and user needs.

Each district is unique in its character, economic drivers, and future strategic opportunities. Through this analysis, we identify:

- District strengths, including where certain bicycle & pedestrian amenities and supportive urban design elements are already well represented.
- Opportunities for focused enhancements, particularly where insufficient amenities currently weaken connectivity, comfort, or sense of place.
- Design guidance alignment, ensuring that proposed amenities are consistent with broader principles for pedestrian realm quality, landscape integration, and public space activation as outlined in the Titusville Urban Design Manual.

Ultimately, this analysis supports the delivery of a well-connected bicycle & pedestrian network with appropriately distributed amenities enhancing accessibility, comfort, safety, and the overall user experience across all five CRA districts.

CIVIC WATERFRONT DISTRICT

CIVIC WATERFRONT EXISTING CONDITIONS

The Civic Waterfront District serves as one of the primary recreational and regional trail destinations within the CRA. Key analysis areas included **Marina Park, Sand Point Park, and the A. Max Brewer Memorial Parkway corridor,** which collectively function as major access points to the regional trail network and the Indian River Lagoon waterfront.

Field observations confirmed that this district contains the highest concentration of recreation-focused and trail-supportive amenities within the CRA, establishing it as a critical anchor for trail-based tourism, recreation, and community gathering.

The following amenities were observed throughout the Civic Waterfront District:

Amenities & Mobility Infrastructure

- Multi-use trail
- Walking paths
- Trailhead facilities
- Crosswalks
- Bicycle racks
- Bicycle stations
- Parking areas

User Comfort & Support Amenities

- Drinking fountains
- Restroom facilities
- Picnic tables
- Charcoal grills
- Benches
- Pet waste stations

Safety & Navigation

- Area lighting
- Wayfinding signage
- General and trail signage
- Gated access (where applicable)

Placemaking & Community Features

- Public art
- Book exchange

The Civic Waterfront contains several destination-level amenities not consistently present in other CRA districts, including:

- Splash pad
- BMX track
- Skate park
- Dog park
- Playground facilities
- Direct water access

These amenities significantly increase dwell time and position the district as a regional recreation destination.

DISTRICT RANKING

Connectivity: ★★★★☆

Comfort: ★★★★★

Identity: ★★★★☆

Economic Activation: ★★★☆☆

Primary Role: Regional Recreation Destination

		Crosswalks	Sidewalks	Bicycle Rack	Bicycle Station	Bicycle Lane	Parking Lot	Street Parking	Street Lights	Pedestrian Lights	Wayfinding	Signage	Benches	Trash Receptacles	Public Art	Landscape Buffer	Street Trees
ROADWAY	A Max Brewer Memorial Parkway	✓	✓			✓			✓		✓						

		Multi-use Trail	Walking Path	Trailhead	Bicycle Rack	Bicycle Station	Parking Lot	Restrooms	Street Lights	Pedestrian Lights	Wayfinding	Signage	Benches	Trash Receptacles	Public Art	Pavillion Picnic Area	Water Access
PARKS	Marina Park	✓	✓		✓		✓	✓	✓		✓	✓	✓	✓		✓	✓
	Sand Point Park	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓

UPTOWN DISTRICT

UPTOWN EXISTING CONDITIONS

The Uptown District functions as a transitional corridor between the Civic Waterfront recreational destination and the Downtown economic core. Primary analysis areas included **N. Hopkins Avenue, N. Palm Avenue, Coleman Street, and Lemon Avenue**.

Existing land use within this district is predominantly industrial and service-oriented, resulting in limited pedestrian infrastructure, reduced walk-ability, and minimal bicycle trail-supportive amenities. While this district currently serves primarily as a movement corridor, it represents a critical opportunity to strengthen connectivity between the waterfront and the broader CRA trail network.

Existing Amenities & Mobility Infrastructure

Field observations indicate limited pedestrian and bicycle trail-supportive infrastructure within this district. Existing conditions generally include:

- Intermittent sidewalk segments
- Vehicular-focused roadway design
- Limited crosswalk infrastructure
- Minimal bicycle trail identity or user orientation features

The current transportation environment prioritizes vehicular movement over pedestrian and bicycle comfort, limiting the district's effectiveness as a trail connector.

Existing User Comfort & Support Amenities

Few user-supported amenities were observed within this district. The lack of seating, shade, waste receptacles, and trail-oriented infrastructure reduces usability for pedestrians and cyclists traveling between districts.

Existing Safety, Lighting & Navigation

- Limited pedestrian-scale lighting
- Minimal trail-specific wayfinding
- Limited visual cues indicating proximity to regional trail corridors

Placemaking & Community Identity Features

Placemaking elements such as public art, gateway features, or identifiable trail branding were largely absent within the Uptown District. This contributes to the perception of the district as a pass-through zone rather than an integrated component of the trail system.

Amenity Gaps & Opportunities

Based on field observations and comparison to complete trail-support environments, key gaps include:

- Continuous sidewalk network
- Pedestrian and bicycle safety enhancements
- Trail wayfinding and directional signage
- Trash receptacles and comfort amenities
- Pedestrian-scale lighting
- District identity and visual transition elements

DISTRICT RANKING

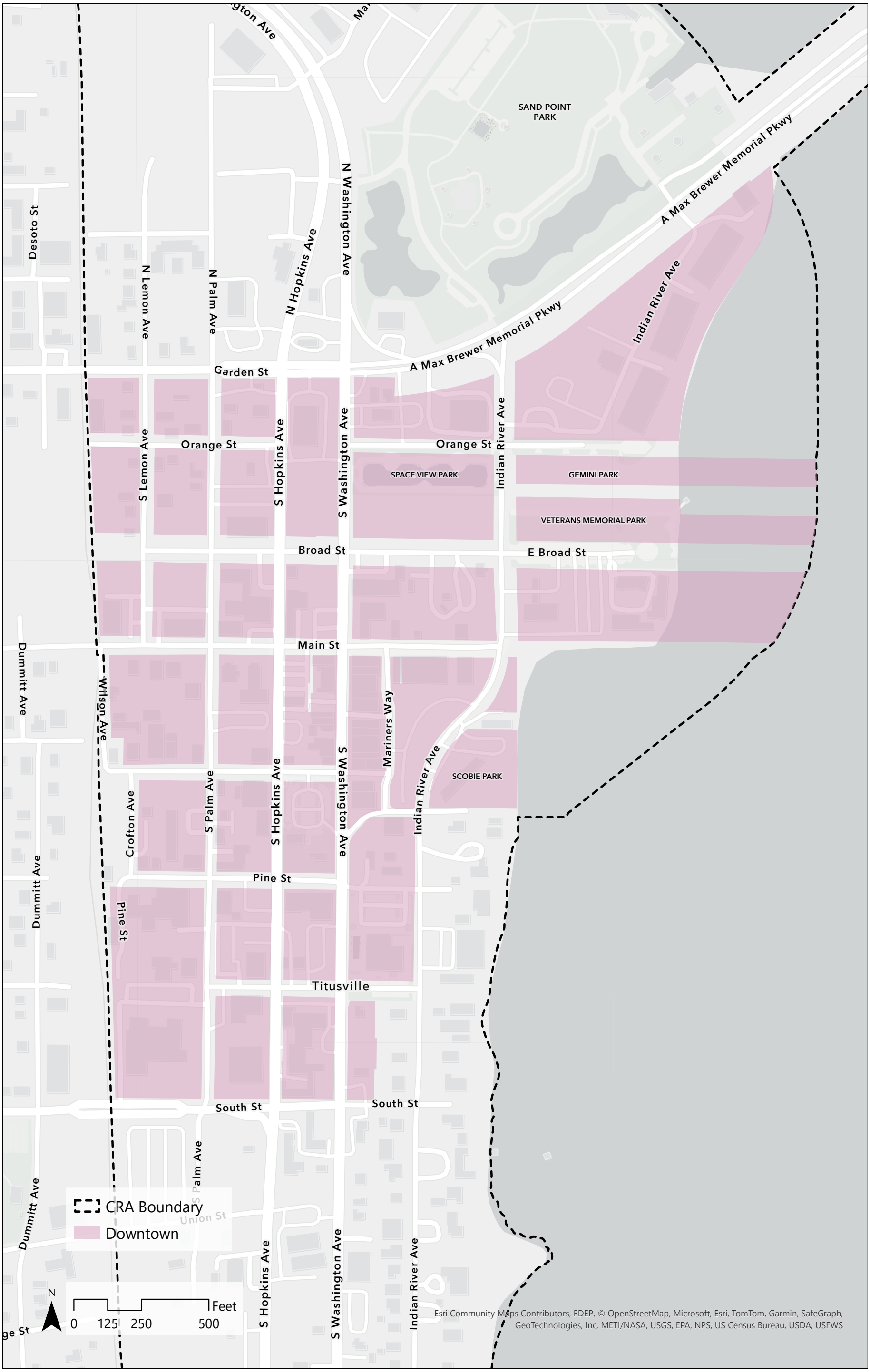
Connectivity: ★★☆☆☆

Comfort: ★☆☆☆☆

Identity: ★☆☆☆☆

Economic Activation: ★☆☆☆☆

Primary Role: Industrial Transition Connector



DOWNTOWN DISTRICT

DOWNTOWN EXISTING CONDITIONS

The Downtown District serves as the primary economic and civic core of the CRA and functions as the central convergence point between bicycle trail users, local businesses, public spaces, and community activity. Key park spaces analyzed within this district included **Space View Park, Gemini Park, Veterans Memorial Park, and Scobie Park.**

With the highest concentration of park spaces within the CRA, the Downtown District plays a critical role in supporting a centralized bicycle & pedestrian network that distributes users throughout the district in a connected, unified, and economically supportive manner.

Primary road corridors evaluated for trail amenities included **Broad Street, Indian River Avenue, South Palm Street, and Main Street,** which collectively provide the framework for pedestrian, bicycle, and vehicular movement within the district.

Existing Amenities & Mobility Infrastructure

The Downtown District contains the most comprehensive network of pedestrian and bicycle infrastructure within the CRA. Field observations identified:

- Frequent and well-distributed crosswalks
- Interconnected sidewalk network
- Bicycle racks and bicycle stations
- Bicycle lanes along key corridors
- Surface parking and on-street parking supporting park and business access
- Street lighting and general area lighting
- Wayfinding and general directional signage

This level of infrastructure supports both daily local use and regional trail user access into the downtown core.

Existing User Comfort & Support Amenities

Downtown provides a strong baseline of trail-supportive comfort amenities, including:

- Benches and seating areas
- Trash receptacles
- Street trees and landscape buffer plantings
- Streetscape beautification and pedestrian realm enhancements
- Public art installations supporting district identity

Within park spaces, additional amenities include:

- Restroom facilities
- Drinking fountains
- Water access points
- Pavilions and shaded gathering areas
- Picnic tables
- Walking paths

While these amenities support general park use, they are less concentrated than those observed within the Civic Waterfront destination parks.

Existing Safety, Lighting & Navigation

- Strong presence of general street lighting
- Existing wayfinding and signage infrastructure
- Limited pedestrian-scale lighting specifically oriented to trail users

Placemaking & Community Identity Features

Downtown contains the highest concentration of placemaking features within the CRA, including:

- Public art installations
- Activated park spaces
- Streetscape landscape enhancements
- Business and civic activity nodes

These elements support the district's role as the primary trail-to-community interface.

Amenity Gaps & Opportunities

Despite strong foundational infrastructure, several key trail-specific elements are needed to fully position Downtown as the central hub of the CRA trail system:

- Pedestrian-scale trail lighting
- Informational and regional trail network signage
- Formal trailhead locations and identity features
- Expanded multi-use shared paths and designated trail corridors
- Additional bicycle support infrastructure along a continuous network
- Purpose-built gathering spaces designed for trail user interaction
- Enhanced economic interface between trail corridors and commercial areas

Implementation Insight: The "Combo Three" Strategy

Field observations identified a consistent pattern throughout Midtown and portions of Downtown where benches, bicycle racks, and waste receptacles were co-located. This "Combo Three" configuration provides a functional and cost-effective baseline trail amenity node.

This observation supports a scalable implementation strategy for the CRA, where standardized amenity clusters can be deployed along primary corridors to quickly improve user comfort, functionality, and visual consistency across districts.

DISTRICT RANKING

Connectivity: ★★★★★
Comfort: ★★★★☆
Identity: ★★★☆☆
Economic Activation: ★★★★★

Primary Role: Trail-to-Commerce Hub

DOWNTOWN EXISTING CONDITIONS

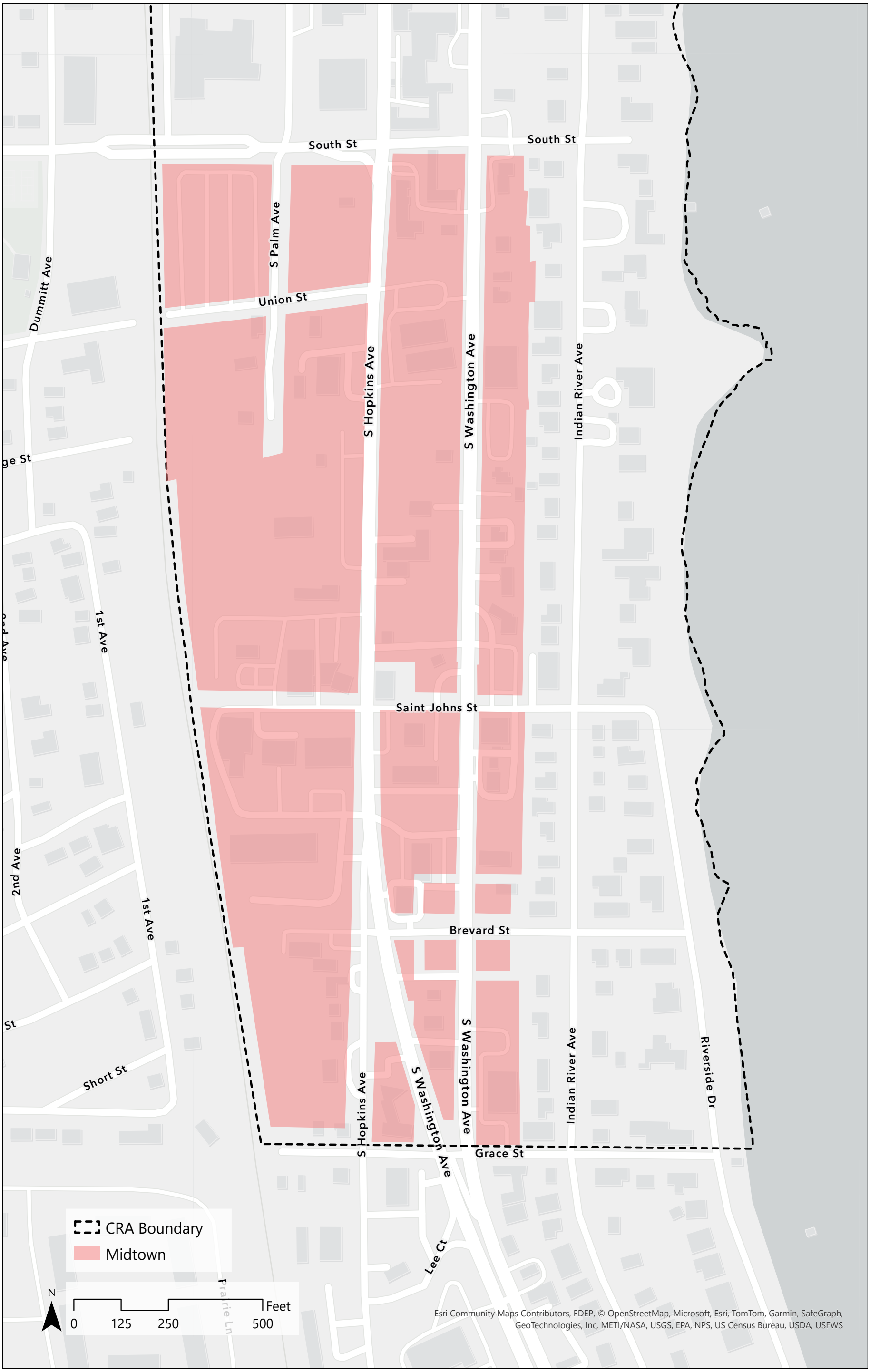
ROADWAYS

	Crosswalks	Sidewalks	Bicycle Rack	Bicycle Station	Bicycle Lane	Parking Lot	Street Parking	Street Lights	Pedestrian Lights	Wayfinding	Signage	Benches	Trash Receptacles	Public Art	Landscape Buffer	Street Trees
Broad Street		✓					✓	✓						✓		
Indian River Avenue	✓	✓	✓	✓	✓			✓				✓	✓	✓	✓	
South Palm Street		✓					✓	✓							✓	
Main Street	✓	✓			✓	✓	✓	✓		✓	✓					✓

	Multi-use Trail	Walking Path	Trailhead	Bicycle Rack	Bicycle Station	Parking Lot	Restrooms	Street Lights	Pedestrian Lights	Wayfinding	Signage	Benches	Trash Receptacles	Public Art	Pavillion Picnic Area	Water Access
Space View Park		✓			✓				✓		✓	✓	✓	✓		

PARKS

Gemini Park		✓							✓		✓	✓	✓	✓	✓	✓
Veterans Memorial Park		✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
Scobie Park				✓		✓		✓			✓	✓	✓			✓



MIDTOWN DISTRICT

MIDTOWN EXISTING CONDITIONS

The Midtown District serves as the primary north–south connectivity corridor within the CRA and functions as the transition zone between the Downtown core and southern CRA districts. While no major park spaces were identified within this district, the corridor plays a critical role in supporting movement through the CRA bicycle & pedestrian network.

Primary corridors analyzed included **S. Hopkins Avenue, S. Washington Avenue, and South Street,** which function as major arterial roadways connecting the CRA districts and supporting high vehicular traffic volumes.

Although these corridors provide foundational pedestrian infrastructure, they currently lack the visual and physical cues necessary to communicate the presence of a larger regional trail network and downtown destination environment.

Existing Amenities & Mobility Infrastructure

The Midtown District provides baseline mobility infrastructure that supports movement through the CRA. Existing amenities include:

- Crosswalk infrastructure
- Continuous sidewalk network along primary corridors
- Bicycle racks at select locations
- Surface parking and on-street parking
- Street lighting
- Benches and seating areas
- Trash receptacles
- Landscape buffers providing separation from vehicular traffic

While these elements support basic pedestrian movement, they do not yet function as a cohesive bicycle-supportive environment.

Existing User Comfort & Support Amenities

Basic comfort amenities exist but are inconsistently distributed and not currently designed as intentional user nodes.

Existing Safety, Lighting & Navigation

- Presence of standard roadway lighting
- Limited pedestrian-scale lighting
- Minimal trail wayfinding or directional signage
- Limited visual indicators of proximity to the Downtown or Civic Waterfront trail destinations

DISTRICT RANKING

Connectivity: ★★★★☆

Comfort: ★★☆☆☆

Identity: ★☆☆☆☆

Economic Activation: ★★☆☆☆

Primary Role: Primary Distribution Corridor

	Crosswalks	Sidewalks	Bicycle Rack	Bicycle Station	Bicycle Lane	Parking Lot	Street Parking	Street Lights	Pedestrian Lights	Wayfinding	Signage	Benches	Trash Receptacles	Public Art	Landscape Buffer	Street Trees
S Hopkins Avenue		✓				✓		✓							✓	
S Washington Avenue		✓	✓			✓	✓	✓				✓	✓		✓	
South Street	✓	✓						✓								

HISTORIC RESIDENTIAL DISTRICT

HISTORIC RESIDENTIAL EXISTING CONDITIONS

The Historic Residential District represents the cultural and architectural foundation of the CRA and provides a distinct sense of place unlike any other district. This area reflects the historical development of Titusville and contributes significantly to the identity and character of the community.

Due to its historic residential context, this district functions differently from the recreation-driven Civic Waterfront and the activity-focused Downtown core. The bicycle & pedestrian system within this district must balance connectivity and user comfort with preservation of neighborhood scale, historic architecture, and streetscape character.

Primary corridors analyzed included **Indian River Avenue and Riverside Drive,** which provide north–south connectivity along Indian River Lagoon and connect to adjacent CRA districts.

Existing Amenities & Mobility Infrastructure

The Historic Residential District contains mobility infrastructure appropriate to its residential scale and character, including:

- Sidewalk connections along primary corridors
- Shared bicycle use within lower-speed vehicular environments
- On-street parking supporting residential and visitor access
- Standard street lighting
- Landscape buffers supporting separation and visual quality

This infrastructure supports neighborhood-level walk-ability and passive trail use while maintaining historic streetscape character.

Existing User Comfort & Support Amenities

Traditional high-density amenities are limited within this district, which is appropriate given the residential and historic nature of the area. The district currently supports passive recreation, neighborhood walking, and scenic bicycle travel.

Existing Safety, Lighting & Navigation

- Standard roadway lighting present
- Limited pedestrian-scale lighting
- Minimal trail-specific wayfinding or interpretive signage

Placemaking & Cultural Identity Features

The primary placemaking asset within this district is the historic built environment itself, including residential architecture, streetscape rhythm, and waterfront adjacency. Preservation of these elements is critical to maintaining district authenticity and community identity.

DISTRICT RANKING

Connectivity: ★★★☆☆

Comfort: ★★☆☆☆

Identity: ★★★★★

Economic Activation: ★☆☆☆☆

Primary Role: Cultural & Neighborhood Experience Zone

	Crosswalks	Sidewalks	Bicycle Rack	Bicycle Station	Bicycle Lane	Parking Lot	Street Parking	Street Lights	Pedestrian Lights	Wayfinding	Signage	Benches	Trash Receptacles	Public Art	Landscape Buffer	Street Trees
Indian River Avenue		✓					✓	✓							✓	
Riverside Drive		✓						✓								

DISTRICT RANKING SUMMARY

RANK	DISTRICT	SYSTEM PERFORMANCE	SUMMARY CONDITION
1	CIVIC WATERFRONT	HIGH	Regional destination with the highest concentration of amenities and established trailhead presence
2	DOWNTOWN	MODERATE - HIGH	Strong amenity base and connectivity, but lacks structured trail identity and node hierarchy
3	UPTOWN	MODERATE	Functions as a key connector but lacks identity, wayfinding, and higher-level amenities
4	HISTORIC RESIDENTIAL	MODERATE - LOW	Provides connectivity in a sensitive context, with limited amenities by design
5	MIDTOWN	LOW	Minimal infrastructure and limited walkability, with significant gaps in pedestrian amenities

The following summary consolidates the findings from the District Scorecard, Existing Amenities Matrix, and Amenity Gap Analysis to provide a clear understanding of how each district currently performs within the CRA bicycle and pedestrian system.

This overview establishes a baseline for system performance, identifies relative strengths and deficiencies, and defines the role each district plays within the broader network. These findings directly inform the district-specific strategies, recommendations, and investment priorities outlined in the following section.

DISTRICT PERFORMANCE RANKING

Based on the evaluation of connectivity, amenity presence, usability, and overall trail experience:

SYSTEM-WIDE FINDINGS

Across all districts, several key patterns emerged:

- Amenity Concentration vs. Distribution

Amenities are heavily concentrated within the Civic Waterfront and Downtown, with limited distribution across Uptown and Midtown.

- Lack of Amenity Hierarchy

Existing improvements reflect isolated investments rather than a structured system of Base Nodes, Enhanced Nodes, and Trail Hubs.

- Connectivity Without Identity

While some physical connections exist, there is a lack of cohesive wayfinding, branding, and user guidance across the CRA.

- Limited Access Points and Trailheads

With the exception of the Civic Waterfront, there are minimal defined trail access nodes or hubs that anchor the system.

- Inconsistent User Experience

The level of comfort, safety, and usability varies significantly between districts.

DISTRICT ROLES WITHIN THE TRAIL SYSTEM

Through the analysis, each district has emerged with a defined functional role:

- Civic Waterfront - Regional Destination Anchor
- Downtown - Economic & Activity Core
- Midtown + Uptown - Connectivity & Distribution Corridors
- Historic Residential - Context-Sensitive Neighborhood Integration

These roles establish the foundation for how improvements are prioritized and implemented.

TRANSITION TO IMPLEMENTATION

The findings from this summary highlight the need to transition from individual amenity investments to a coordinated, system-based approach.

This includes:

- Establishing a clear amenity hierarchy (Base Node, Enhanced Node, Trail Hub)
- Expanding amenities beyond core districts to improve equity and access
- Reinforcing connectivity through consistent wayfinding and identity systems
- Aligning improvements with each district's functional role and character

LOOKING AHEAD

The following section builds upon this summary by examining each district in detail. It defines:

- The specific role each district plays within the system
- The amenity gaps and deficiencies identified through analysis
- The targeted opportunities and strategies for implementation

Together, these recommendations translate system-level findings into actionable, district-specific improvements that support a cohesive, connected, and scalable trail network throughout the CRA.

District Analysis

CIVIC WATERFRONT ANALYSIS

District Role Within the Overall Pedestrian Network

The Civic Waterfront District functions as a regional arrival and recreation destination. Future investments should focus on strengthening connections from the waterfront into downtown and surrounding districts, ensuring that bicycle & pedestrian trail users transition from recreation spaces into commercial and cultural areas within the CRA.

Identified Amenity Gaps

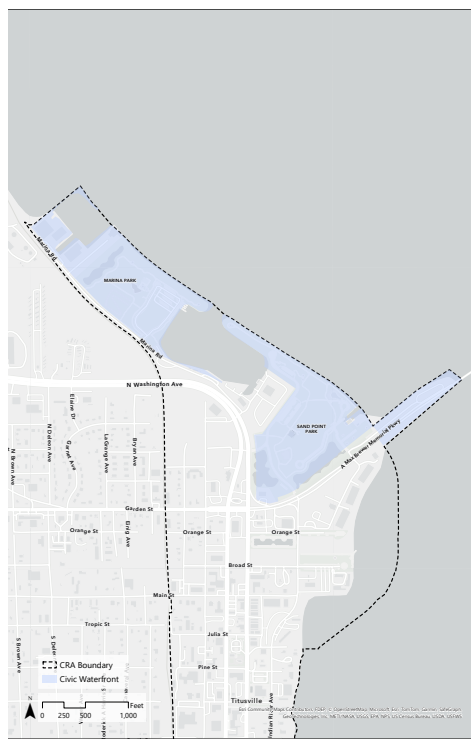
Despite the strong recreation foundation, several public realm and bicycle & pedestrian experience elements are not consistently present and represent opportunities for enhancement:

- Street trees along key corridors
- Accent and streetscape landscape treatments
- Pedestrian-scale lighting along trail-adjacent streets and connectors

These elements are essential for improving comfort, safety, and nighttime usability, particularly along transition corridors between the waterfront and downtown.

Based on field observations and bicycle & pedestrian system performance, the following improvements are recommended for this district:

- **Expand pedestrian-scale lighting along trails and connectors to improve safety and extend usable hours.**
- **Update wayfinding signage to clearly reinforce regional trail connections and downtown linkages.**
- **Provide additional seating nodes to support longer stays and multi-generational use.**
- **Expand bicycle support infrastructure, including additional racks and repair/service locations.**



UPTOWN ANALYSIS

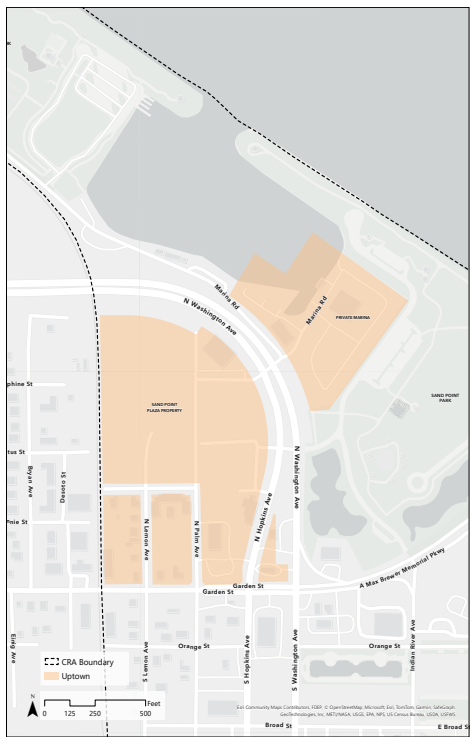
District Role Within the CRA Trail Network

The Uptown District primarily functions as a Transition and Connectivity Zone. Future improvements should focus on transforming the district from a pass-through industrial corridor into a safe, legible, and comfortable bicycle & pedestrian connection between the Civic Waterfront and Downtown.

Priority Focus Areas for Investment

To strengthen the Uptown District's role as a trail connector and transitional zone, the following improvements are recommended:

- Installation of trail-oriented wayfinding signage reinforcing connections to the Civic Waterfront and Downtown, & three regional trail networks
- Evaluation of a trailhead or access node near Sand Point Park to strengthen entry into the regional trail system
- Expansion of sidewalk and pedestrian path connectivity
- Installation of trash receptacles and basic bicycle & pedestrian trail user support amenities
- Addition of area lighting and pedestrian-scale lighting to improve safety and nighttime usability
- Integration of public art and gateway features to establish visual transition between districts



MIDTOWN ANALYSIS

District Role Within the Overall Trail Network

The Midtown District functions as the Primary Connection and Distribution Corridor for the CRA. This district has the greatest opportunity to expand regional trail reach, strengthen connectivity between districts, and reinforce the overall identity and values of the CRA through targeted infrastructure and streetscape investment.

Amenity Gaps & Opportunities

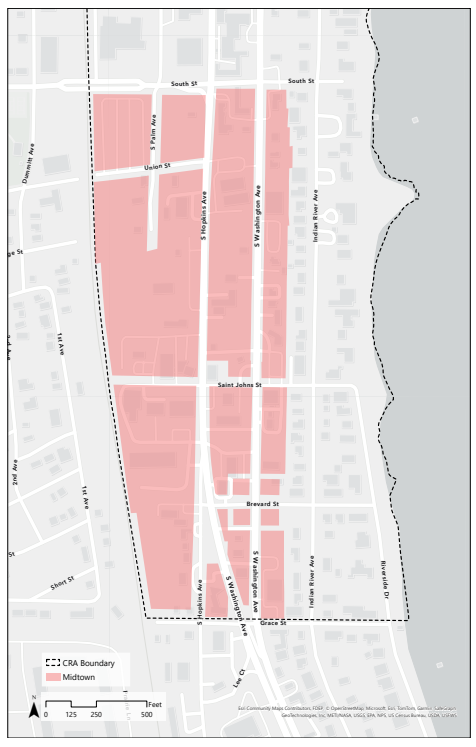
The following amenity-supportive elements were largely absent within the Midtown District:

- Street trees providing canopy and thermal comfort
- Pedestrian-scale lighting
- Pedestrian-specific wayfinding and informational signage
- Public art or identity features
- Pet waste stations
- Bicycle lanes or dedicated bicycle infrastructure
- Bicycle stations or service facilities
- Trailhead or access node infrastructure
- Regional trail network mapping or interpretive signage

Priority Focus Areas for Investment

To strengthen Midtown's role as the primary pedestrian connection corridor, the following improvements are recommended:

- **Installation of street trees to improve pedestrian comfort and streetscape continuity**
- **Expansion of pedestrian-scale lighting along primary corridors**
- **Implementation of trail wayfinding and regional network signage**
- **Expansion of bicycle infrastructure, including lanes, racks, and service stations**
- **Strategic placement of amenity node clusters ("Combo Three" installations)**
- **Introduction of public art and identity features to reinforce district transition and CRA branding**
- **Development of bicycle & pedestrian access nodes linking Midtown into Downtown and adjacent districts**



DOWNTOWN ANALYSIS

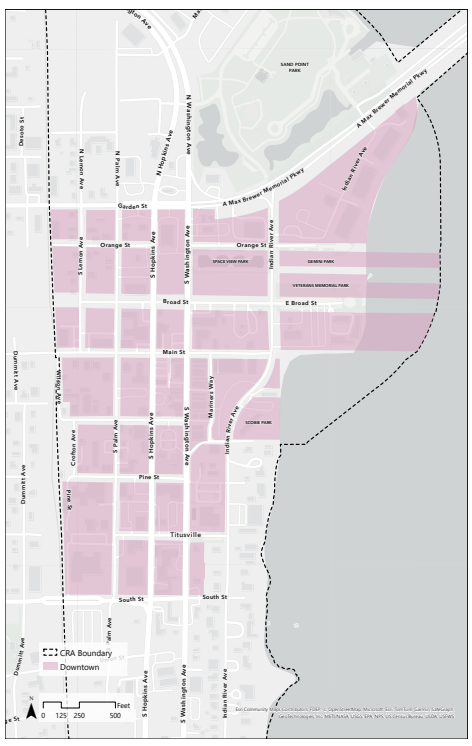
District Role Within the Overall Trail Network

The Downtown District functions as the Primary Trail-to-Commerce and Activity Hub within the CRA. Future investments should focus on capturing regional trail users and converting pass-through traffic into extended stays that support local businesses, public spaces, and community programming.

Priority Focus Areas for Investment

To strengthen Downtown's role as the central bicycle & pedestrian hub of the CRA, the following improvements are recommended:

- Expansion of pedestrian-scale lighting along key trail corridors and park edges
- Installation of regional trail informational signage and mapping systems
- Development of formal trailhead locations within or adjacent to major park spaces
- Expansion of multi-use trail and shared path connectivity through the district core
- Strategic placement of bicycle stations along continuous trail routes
- Creation of bicycle & pedestrian-oriented gathering and activation spaces
- Strengthening connections between pedestrian corridors and economic activity zones



HISTORIC RESIDENTIAL ANALYSIS

District Role Within the Overall Trail Network

The Historic Residential District functions as the Cultural and Neighborhood Experience Zone within the CRA. This district provides a scenic, lower-intensity pedestrian experience that reinforces community identity while maintaining connectivity between major amenity destinations.

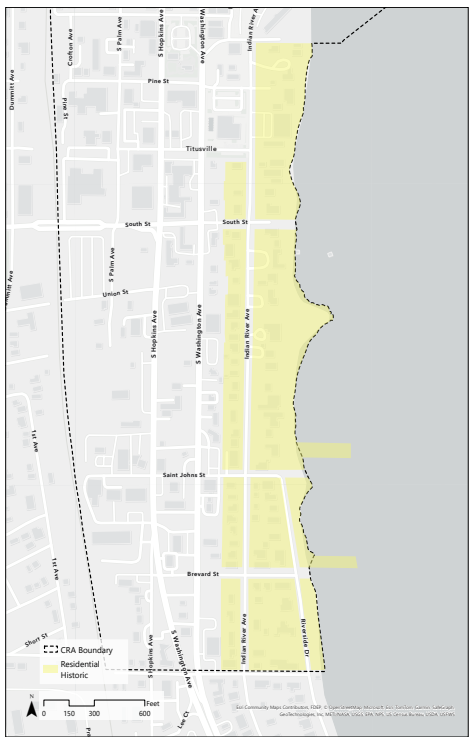
Context-Sensitive Amenity Strategy

Unlike other CRA districts, the Historic Residential District requires a limited and carefully curated amenity approach. The goal is to enhance safety, navigation, and comfort without introducing infrastructure that would detract from historic character or residential scale.

Recommended improvements for this district include:

- **Installation of context-sensitive wayfinding and pedestrian signage**
- **Addition of pedestrian-scale lighting designed to match historic streetscape character**
- **Strategic street tree installation to enhance canopy and pedestrian comfort**
- **Limited installation of amenity node clusters ("Combo Three") in carefully selected locations**

To maintain historic integrity, implementation of amenity clusters should be limited to approximately 2–3 total locations within the district. Additional installations could negatively impact the architectural vernacular, visual character, and historic streetscape experience.



DISTRICTS ANALYSIS SUMMARY

Overall CRA Trail System Opportunity

The district analysis confirms that the CRA does not require wholesale pedestrian construction, but rather strategic amenity layering and system unification. The greatest opportunity lies in:

- **Establishing consistent bicycle & pedestrian identity throughout the CRA**
- **Creating predictable comfort and support amenities along corridors**
- **Developing trailheads and access nodes at key district transition points**
- **Strengthening trail-to-economic and trail-to-community connections**
- **Reinforcing district transitions through way-finding, lighting, and streetscape improvements**

Based on these findings, the Strategic Plan advances a unified pedestrian implementation philosophy focused on:

- **Destination Anchoring at the Civic Waterfront**
- **Economic Capture and Activation within Downtown**
- **Connectivity Reinforcement within Uptown and Midtown**
- **Context-Sensitive Integration within the Historic Residential District**

Not every district needs the same level of intensity but every district should:

- **Be recognizable as part of the CRA pedestrian system**
- **Provide predictable user comfort**
- **Support connectivity between destinations**

Strategic Plan

DISTRICT IMPLEMENTATION STRATEGY

Strategy Overview

The Titusville CRA Bicycle & Pedestrian Amenities Network is supported by a strong foundation of mobility infrastructure across all five districts. However, the distribution of amenities varies significantly between districts. The system-wide strategy focuses on creating a consistent, recognizable, and scalable pedestrian experience while allowing each district to maintain its unique identity and functional role within the CRA.

The overall goal is to transition the CRA Bicycle & Pedestrian Amenities Network from a **pass-through regional corridor into a destination-oriented pedestrian system** that supports recreation, economic activity, community identity, and quality of life.

Strategy 1. Identity & Wayfinding Consistency

Create a unified identity across all districts through:

- Regional mapping and informational signage
- Consistent branding and visual language
- Gateway markers at district transitions
- Directional signage connecting parks, downtown, and waterfront

Strategy 2. Comfort & Usability Network

Provide a predictable and consistent user experience by implementing:

- Pedestrian-scale lighting
- Seating and rest node spacing
- Shade through street trees and landscape integration
- Drinking water access at key nodes and trailheads

Strategy 3. Trail Access & Node Development

Establish defined entry points into the converted regional trail system through:

- Trailhead development at major destination parks
- Secondary access nodes at district transition zones
- Integration of bicycle parking, repair, and rest infrastructure

Strategy 4. Economic & Community Activation Integration

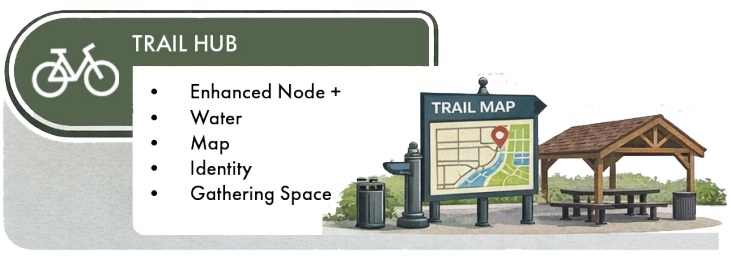
Strengthen the connection between the existing trail system and the local destinations through:

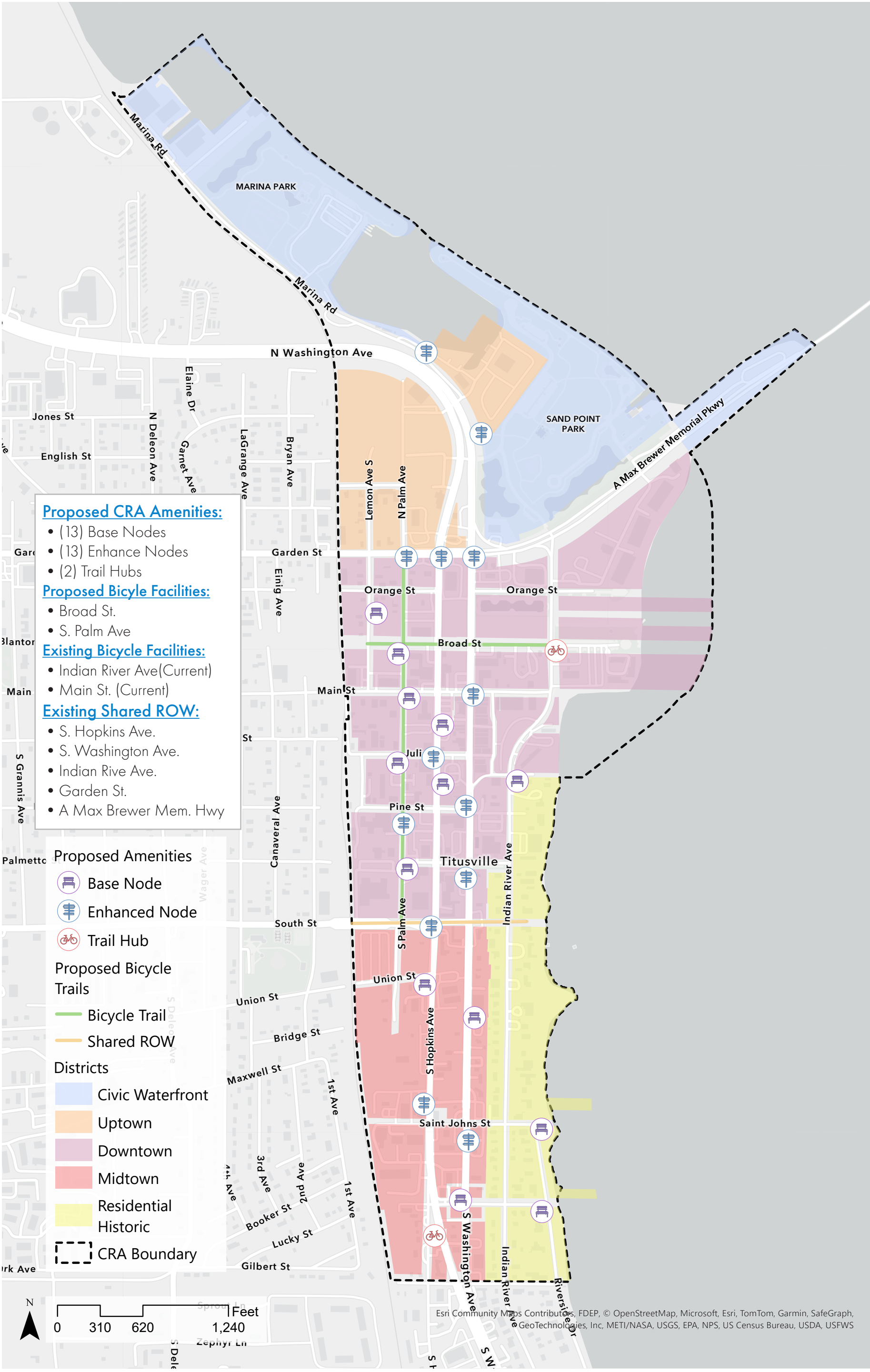
- Trail-oriented gathering spaces
- Business-facing trail & pedestrian corridors
- Programming and event-support spaces
- Public art and cultural storytelling

Strategy 5. Scalable Amenity Deployment Strategy

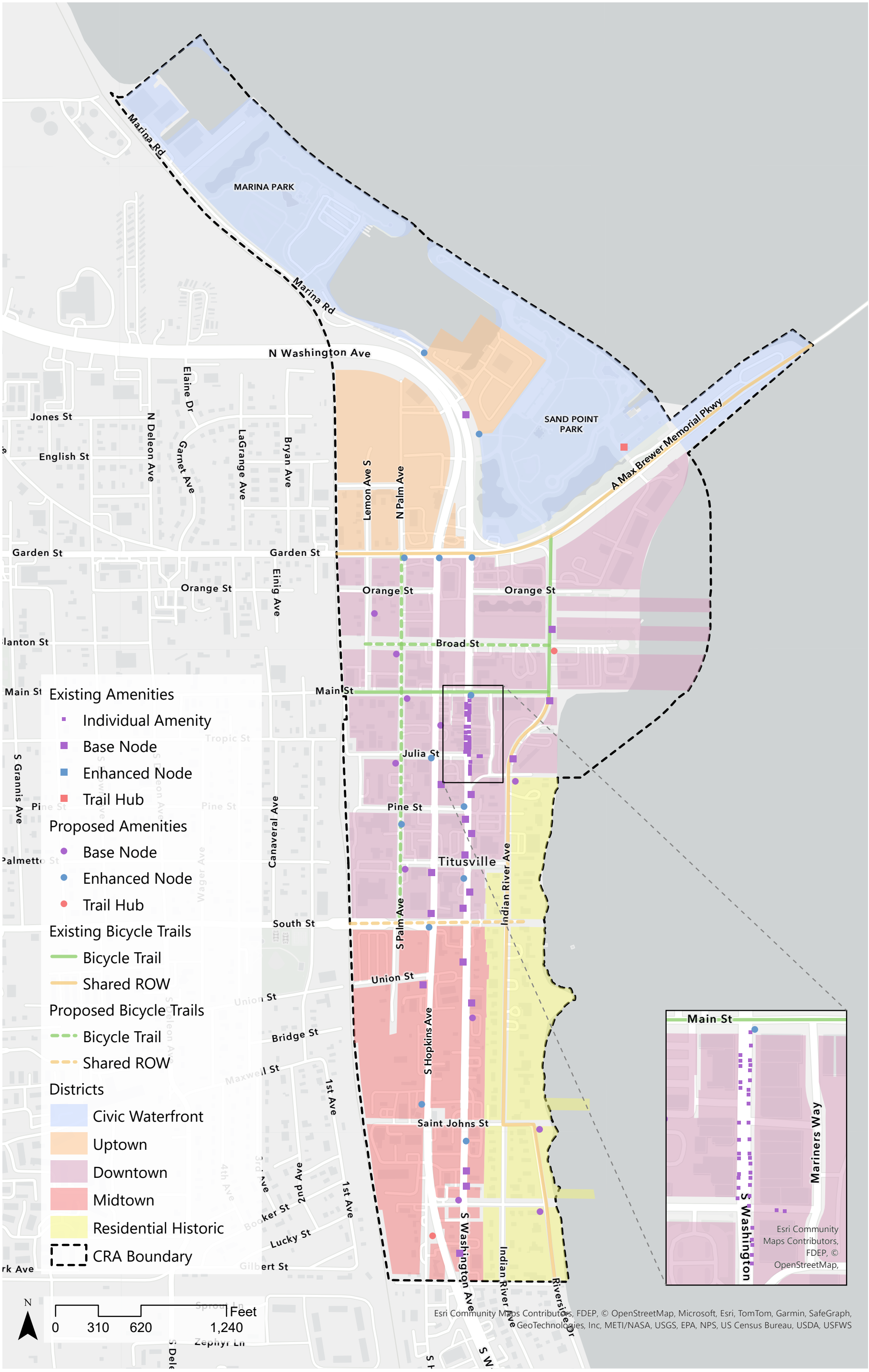
Implement repeatable amenity packages that can be deployed efficiently across districts.

- **Base Node ("Combo Three")**
  - o Bench
  - o Bicycle rack
  - o Waste receptacle
- **Enhanced Node**
  - o Base Node + Wayfinding + Pedestrian lighting
- **Trail Hub / Trailhead**
  - o Enhanced Node + Water + Map + Identity + Gathering Space





BICYCLE & PEDESTRIAN AMENITIES STRATEGIC PLAN



COMPLETE BICYCLE & PEDESTRIAN AMENITIES NETWORK

PROPOSED RECOMMENDATIONS - BROAD STREET

EXISTING STREET SECTION

This street is currently under design as a separate City initiative.

PROPOSED STREET SECTION

PROPOSED RECOMMENDATIONS - S PALM AVENUE

EXISTING STREET SECTION

PROPOSED STREET SECTION

PROPOSED RECOMMENDATIONS - SOUTH STREET

EXISTING STREET SECTION

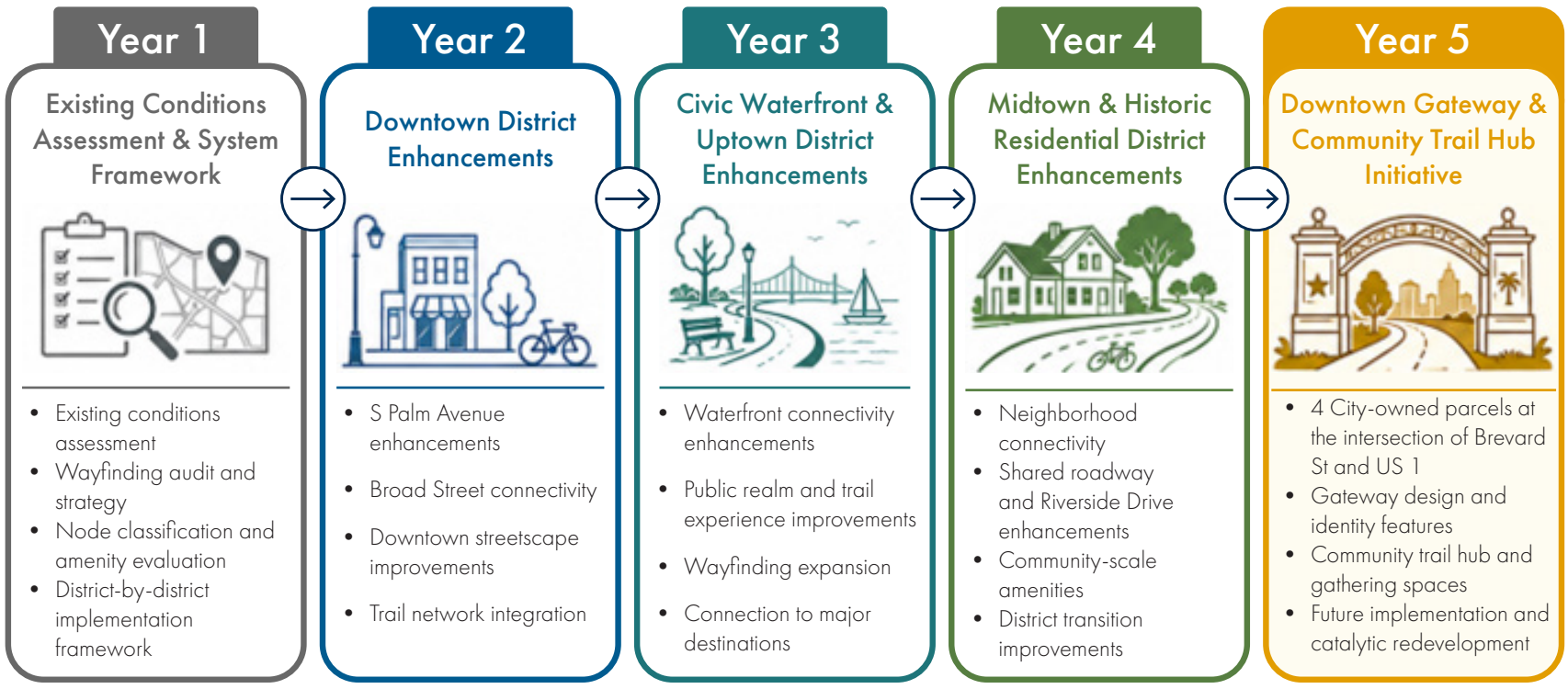
PROPOSED STREET SECTION

5-Year Phased Implementation Plan

5-Year Phased Implementation Approach

The Titusville Downtown Bicycle and Pedestrian Amenities Strategic Plan is intended to be implemented through a coordinated five-year phased approach focused on strengthening connectivity, enhancing user experience, and establishing a cohesive identity throughout the CRA districts. The phased implementation strategy allows the Community Redevelopment Agency (CRA) and City to prioritize improvements incrementally while building upon previous investments and identified opportunities.

Each phase focuses on a targeted geographic area or implementation initiative, allowing for detailed evaluation of existing conditions, integration of bicycle and pedestrian amenities, enhancement of trail connectivity, and incorporation of future funding opportunities. The phased approach also ensures that improvements remain context-sensitive to the character of each district while contributing to a unified citywide vision for multimodal connectivity.



Implementation is cumulative, with each phase building upon the previous year to strengthen multimodal connectivity, district identity, and community access throughout the CRA.

Year 1: Existing Conditions Assessment & System Framework Development

Year 1 will focus on establishing the foundational framework for implementation across the entirety of the CRA boundary rather than concentrating on a single district. This phase will include a comprehensive inventory and evaluation of existing bicycle and pedestrian amenities, trail infrastructure, signage, and wayfinding elements currently present throughout the study area.

A primary component of Year 1 will involve documenting the locations and conditions of existing wayfinding signage and developing a cohesive wayfinding and signage strategy for future implementation. This effort will establish the hierarchy, character, and placement approach for future bicycle and pedestrian navigation throughout the CRA districts.

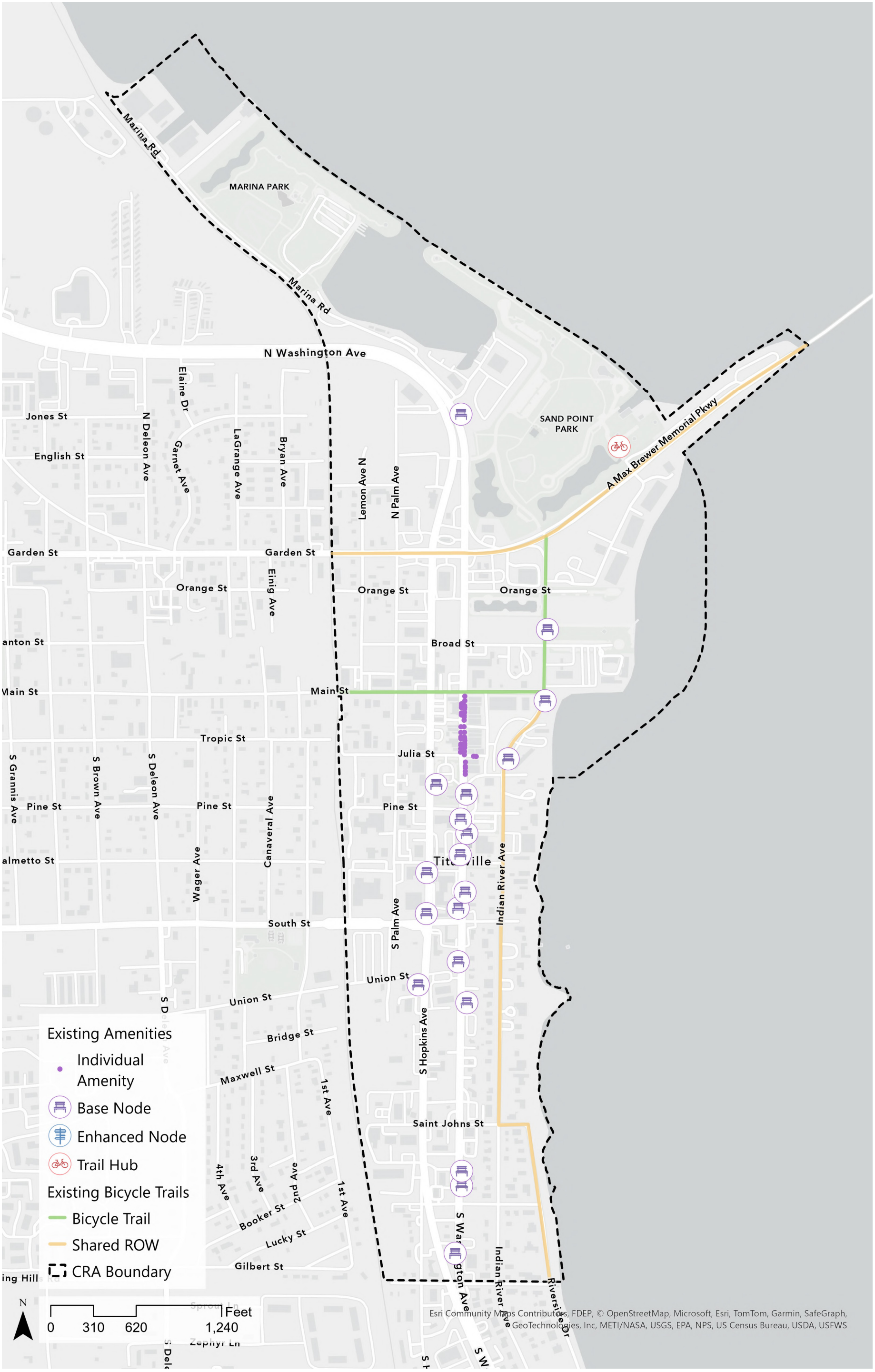
Additionally, Year 1 will focus on identifying and categorizing existing Base Nodes, Enhanced Nodes, and Trail Hub locations throughout the study area. Each node will be evaluated based on existing amenities, visibility, accessibility, user experience, and overall functionality. Recommendations for improvements, enhancements, or potential relocations will be documented as part of the implementation framework.

The findings and recommendations developed during Year 1 will serve as the foundation for future district-specific implementation efforts occurring in Years 2 through 5.

Year 1

Existing Conditions Assessment & System Framework

- Existing conditions assessment
- Wayfinding audit and strategy
- Node classification and amenity evaluation
- District-by-district implementation framework



YEAR 1 PHASE PLAN MAP

Year 2: Downtown District Enhancements

Year 2 will focus on implementation within the Downtown District, with significant emphasis placed on connectivity improvements associated with Palm Avenue, Broad Street, and the surrounding downtown corridor.

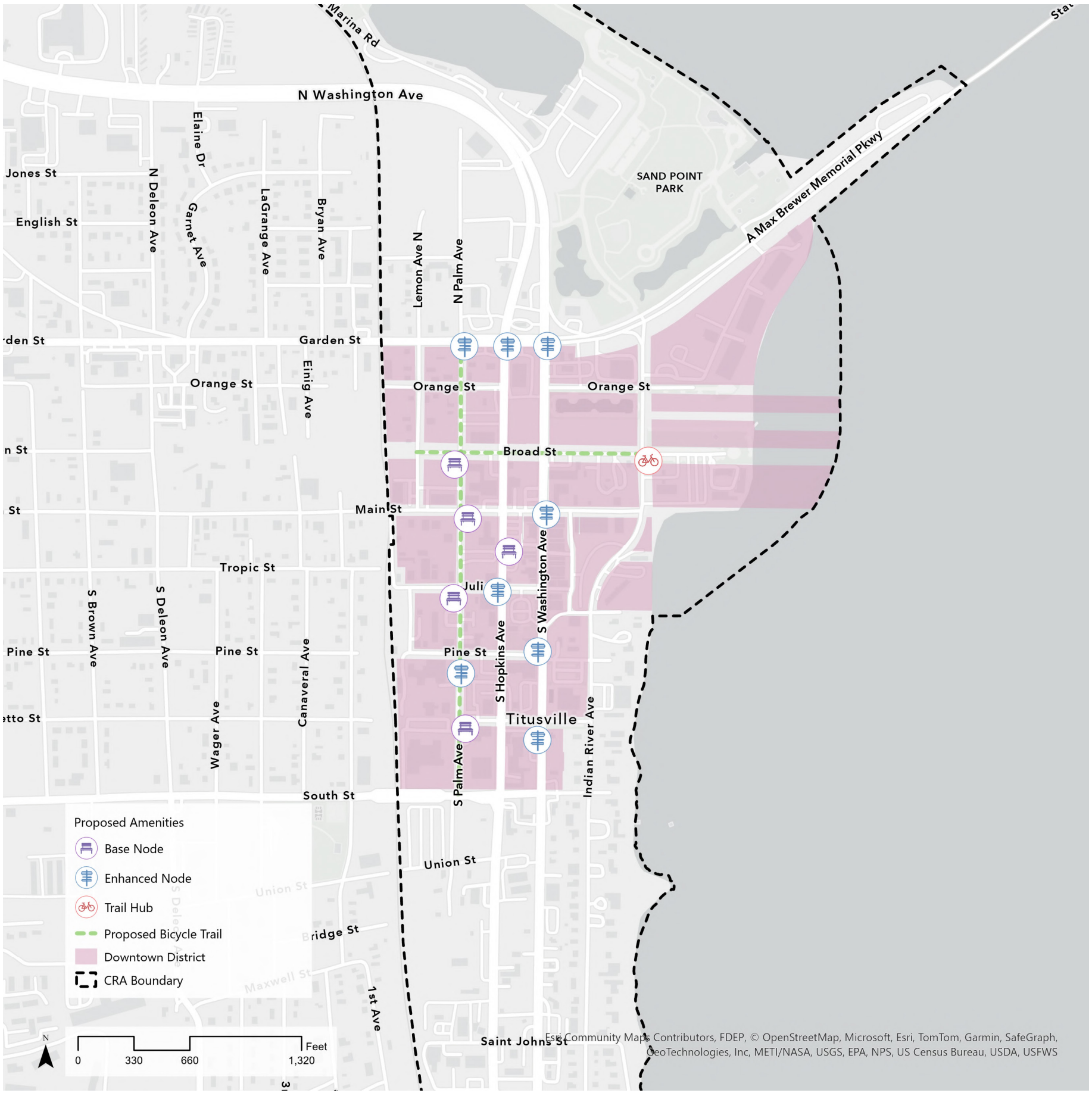
This phase will prioritize the integration of bicycle and pedestrian amenities identified during Year 1 while supporting ongoing and future infrastructure improvements within the downtown core. Enhancements along Indian River Avenue and key downtown corridors will focus on strengthening trail connectivity, improving pedestrian experience, enhancing streetscape character, and creating a more cohesive multimodal environment.

Implementation efforts during this phase may include installation of wayfinding signage, streetscape enhancements, pedestrian-oriented amenities, bicycle infrastructure improvements, trail connectivity upgrades, landscaping enhancements, and activation opportunities that reinforce the Downtown District as the central hub of the CRA trail network.

Year 2

Downtown District Enhancements

- S Palm Avenue enhancements
- Broad Street connectivity
- Downtown streetscape improvements
- Trail network integration



YEAR 2 PHASE PLAN MAP

Year 3: Civic Waterfront & Uptown District Enhancements

Year 3 will focus on the Civic Waterfront and Uptown Districts and their relationship to the greater bicycle, pedestrian, and regional trail network.

This phase will emphasize implementation of the amenity and wayfinding recommendations identified during Year 1 while enhancing connectivity between existing destinations, trail systems, and public gathering spaces. Improvements within these districts will focus on reinforcing existing assets rather than introducing major infrastructure modifications.

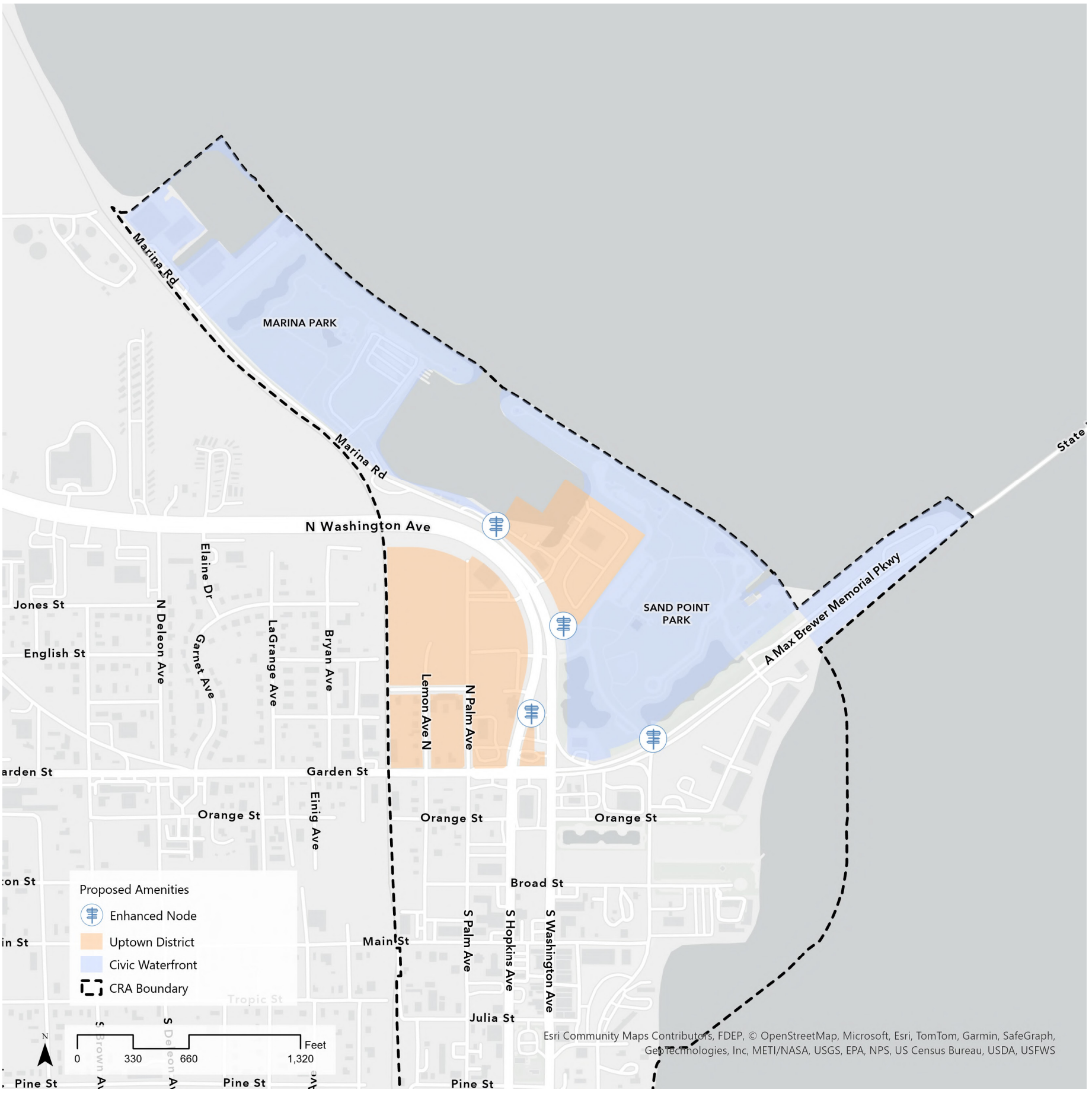
Minor trail connectivity and pedestrian enhancements along Indian River Avenue may occur during this phase; however, the primary intent will be to improve user experience, accessibility, comfort, and navigational clarity throughout the Civic Waterfront and Uptown areas.

This phase will continue building upon the cohesive identity established in previous years while strengthening the connection between the waterfront, downtown core, and surrounding districts.

Year 3

Civic Waterfront & Uptown District Enhancements

- Waterfront connectivity enhancements
- Public realm and trail experience improvements
- Wayfinding expansion
- Connection to major destinations



YEAR 3 PHASE PLAN MAP

Year 4: Midtown & Historic Residential District Enhancements

Year 4 will focus on the Midtown and Historic Residential Districts, emphasizing neighborhood connectivity, community integration, and context-sensitive improvements that preserve the character of these areas while enhancing pedestrian and bicycle accessibility.

This phase will include evaluation and enhancement opportunities associated with Riverside Drive and existing shared roadway conditions, with a focus on improving connectivity between the historic downtown core and adjacent non-historic areas.

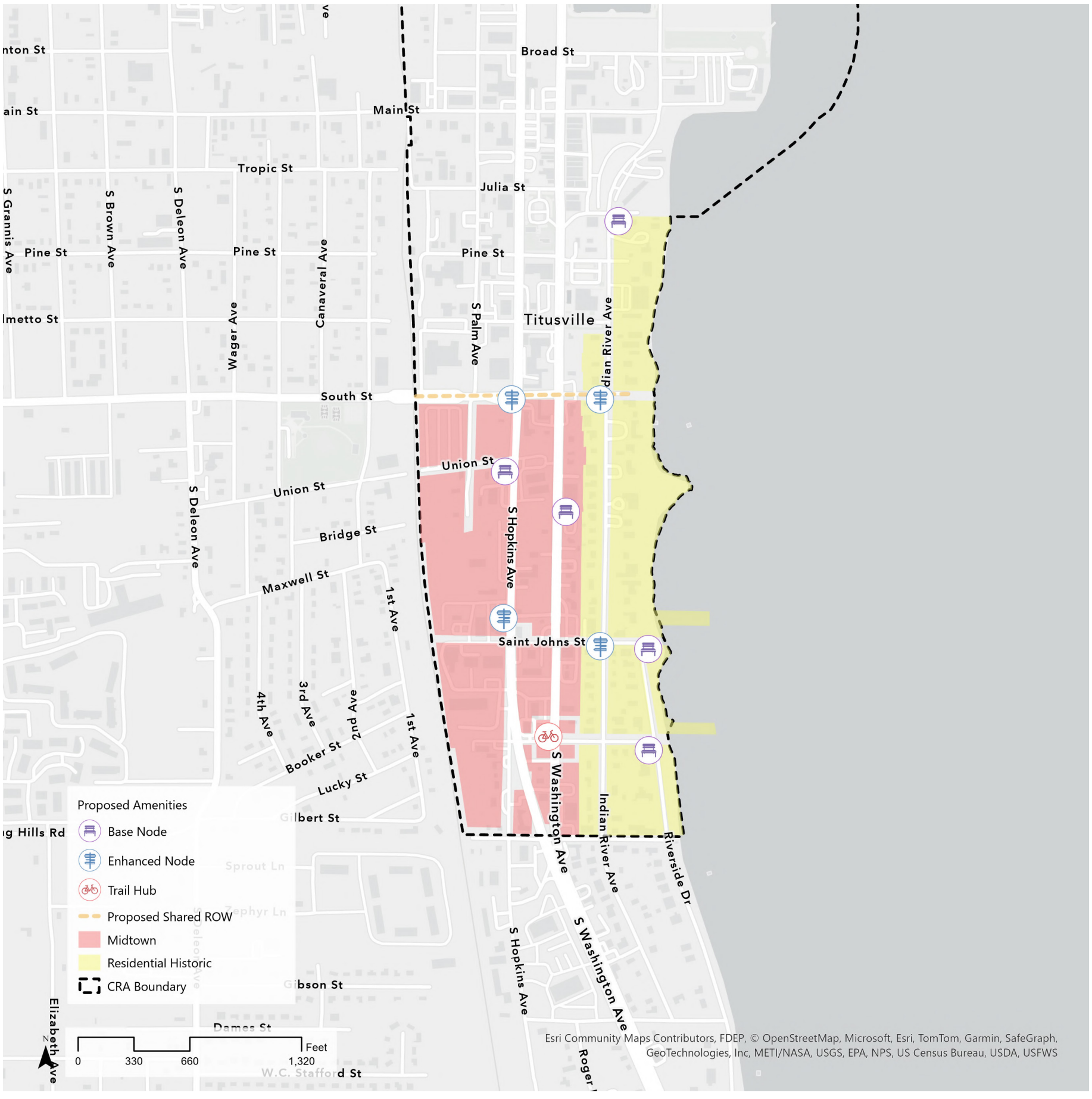
Implementation efforts during this phase will prioritize community-oriented improvements such as pedestrian amenities, neighborhood-scale wayfinding, trail connectivity enhancements, streetscape beautification, landscaping improvements, and bicycle accessibility upgrades designed to support daily use and neighborhood connectivity without negatively impacting the established character of the surrounding residential environment.

A major focus of Year 4 will be strengthening the transition between districts and further expanding the sense of connectivity throughout the CRA boundary.

Year 4

Midtown & Historic Residential District Enhancements

- Neighborhood connectivity
- Shared roadway and Riverside Drive enhancements
- Community-scale amenities
- District transition improvements



YEAR 4 PHASE PLAN MAP

Year 5: Downtown Gateway & Community Trail Hub Initiative

Year 5 will transition from district-focused implementation toward a catalytic design and redevelopment opportunity centered around four City-owned parcels located near the intersection of Brevard Street and US 1.

These parcels represent a critical gateway into the downtown core and provide an opportunity to establish a signature entry sequence and multimodal community destination for the City of Titusville.

The primary objective of Year 5 will be the development of conceptual and future implementation plans for a community-focused bicycle and pedestrian hub that integrates gateway features, trail connectivity, public gathering spaces, landscaping, wayfinding, and cultural identity elements into a unified design vision.

Potential improvements may include:

- Gateway signage and identity features
- Community gathering and event spaces
- Trailhead and bicycle support amenities
- Enhanced pedestrian crossings and connectivity
- Landscape beautification and streetscape enhancements
- Public art and cultural integration opportunities
- Expanded trail and regional connectivity infrastructure

While full build out and construction are not anticipated to occur entirely within Year 5, this phase is intended to initiate the planning, design, funding coordination, and phased implementation process for what could become a long-term catalytic investment and defining community destination within the CRA.

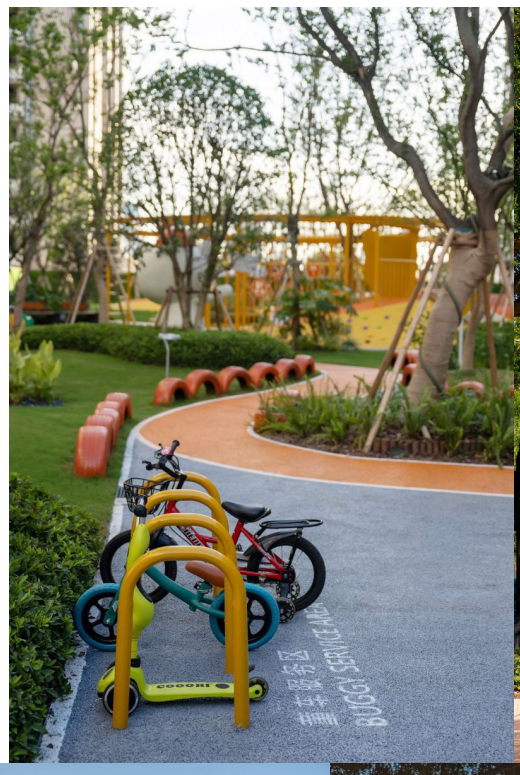
Year 5 represents the culmination of the strategic plan by tying together the broader bicycle and pedestrian network through a highly visible, community-centered gateway and trail hub experience.

YEAR 5 PHASE PLAN MAP

Year 5

Downtown Gateway & Community Trail Hub Initiative

- 4 City-owned parcels at the intersection of Brevard St and US 1
- Gateway design and identity features
- Community trail hub and gathering spaces
- Future implementation and catalytic redevelopment



YEAR 5 PHASE PLAN IMAGES

Funding Opportunities

FUNDING OPPORTUNITIES INTRODUCTION

Implementation of the Titusville Trails Amenity Strategic Plan will require a coordinated and strategic approach that leverages local CRA resources alongside state, federal, nonprofit, and private-sector programs. The Titusville Community Redevelopment Agency is well positioned to pursue a diverse portfolio of funding sources that support placemaking, mobility, recreation, environmental resilience, safety, and quality-of-life improvements consistent with the Plan's guiding principles. Many of the identified funding programs prioritize projects that enhance public spaces, enhance access to recreation and transportation options, improve safety for all users, and invest in historically undeserved or economically disadvantaged areas, objectives that closely align with the CRA's redevelopment mission.

The following Funding Opportunity Matrix serves as a practical implementation tool, summarizing active and anticipated grant opportunities relevant to amenity projects within the CRA district. The Matrix identifies key program details including administering agencies, eligible project types, funding amounts, match requirements, and application timelines. The matrix is intended to guide near and mid-term funding pursuits, inform project phasing, and support partnerships with local governments, nonprofit organizations, and regional agencies.

FUNDING OPPORTUNITIES MATRIX

#	Grant Name	Agency	Funding Max	Required Match	Date Open	Date Due	Purpose & Priorities	Types of Projects
1	**Community Challenge - Flagship Grant**	American Association of Retired Persons (AARP)	$15,000	0%	01/15/26	03/04/26	**Purpose:** The AARP Community Challenge provides small grants to fund quick-action projects that can help communities become more livable for people of all ages. AARP evaluates each project based on its consistency with the AARP mission to serve the needs of people 50+. https://www.aarp.org/livable-communities/community-challenge/	- Creating vibrant public places that improve open spaces, parks, and access to other amenities - Transportation and mobility options that increase connectivity, walkability, bike-ability, and access to public and private transit - Supporting community resilience through investments that improve disaster management, preparedness, and mitigation for residents
2	**Community Challenge - Demonstration Grant**	AARP	$25,000	0%	01/15/26	03/04/26	**Purpose**: The AARP Community Challenge provides small grants to fund quick-action projects that can help communities become more livable for people of all ages. AARP evaluates each project based on its consistency with the AARP mission to serve the needs of people 50+. https://www.aarp.org/livable-communities/community-challenge/	- **Pedestrian Safety**: Improve the safety of streets and sidewalks - **High-Speed Internet**: Increase broadband access and adoption - **Housing Design Competitions**: Promote understanding and implementation of housing policies that support a variety of community needs using the AARP Housing Design Competition Toolkit
3	**Florida Recreation Development Assistance Program (FRDAP)**	Florida Department of Environmental Protection (FDEP)	$200,000	50%	*9/1/26*	*9/30/26*	**Purpose:** FDEP provides grants to local governments with the legal responsibility for providing outdoor recreation sites and facilities for the use and benefit of the public. Development projects must consist of at least 50% primary costs. Enclosed structures, with the exception of restrooms and concession stands, are ineligible. https://floridadep.gov/lands/land-and-recreation-grants/content/florida-recreation-development-assistance-program	- Parkland acquisition - Parkland development For development, primary costs include facilities such as beach access, picnic facilities, fishing piers, ball fields, tennis courts, trails, trailheads, and shade structures for recreation facilities. Support facilities include those facilities which have little or no public outdoor recreational value without the primary facility, such as restrooms, concession stands, parking, landscaping, and security lighting.
4	**Land and Water Conservation Fund (LWCF)**	FDEP	$1.5M	50%	*11/15/26*	*12/15/26*	**Purpose:** Since 1965, the LWCF has provided more than $5.2 billion through more than 44,000 grants for a wide variety of projects such as parks, sports and playfields, swimming and boating areas, trails, campgrounds, and similar. Each State is responsible for administering competitions, selecting projects, and then submitting project applications to NPS for review and final decision on award. Development projects must consist of at least 50% primary costs. Requires local government applicant. Enclosed structures, with the exception of restrooms and concession stands, are ineligible. https://floridadep.gov/lands/land-and-recreation-grants/content/lwcf-application-process-submission-cycles-and-funded	- Parkland acquisition - Parkland development For development, primary costs include facilities such as beach access, picnic facilities, fishing piers, ball fields, tennis courts, trails, trailheads, playgrounds, kayak/canoe launches, boat launches, observation decks/boardwalks, exercise stations, pavilions, and shade structures for recreation facilities. Support facilities include those facilities which have little or no public outdoor recreational value without the primary facility, such as restrooms, concession stands, parking, landscaping, and security lighting.
5	**Recreational Trail Program (RTP)**	FDEP	$350,000*	20-50%	*TBD*	*TBD*	**Purpose:** To provide financial assistance for the development and maintenance of recreational trails, trailheads, and trailside facilities for both nonmotorized and motorized recreational trail uses. RTP grants are for projects that are primarily recreational in nature, rather than serving a more utilitarian transportation function. *This number represents the maximum funds that could be requested for nonmotorized recreational trails in FY25-26. This number is subject to change annually. Different funding amounts are available for motorized and mixed-use trails. https://floridadep.gov/lands/land-and-recreation-grants/content/rtp-application-process-submission-cycles-and-funded	- Nonmotorized trail - Motorized trail - Mixed-use trail Note: Sidewalks are not eligible.

FUNDING OPPORTUNITIES MATRIX

#	Grant Name	Agency	Funding Max	Required Match	Date Open	Date Due	Purpose & Priorities	Types of Projects
6	**Outdoor Recreation Legacy Partnership (ORLP) Program**	FDEP	$15M	50%	05/01/26	06/01/26	**Purpose:** ORLP is a nationally competitive grant program that delivers funding to urban areas with priority given to projects located in economically disadvantaged areas and lacking in outdoor recreation opportunities. Historically, ORLP projects were required to be located in a disadvantaged census tract as identified by the Climate and Environmental Justice Screening Tool. Since this tool has been taken down, a new determination process should be anticipated for this year. https://floridadep.gov/lands/land-and-recreation-grants/content/outdoor-recreation-legacy-partnership-program	Projects may include any or all manners of outdoor recreation activities such as structured and unstructured play areas, playgrounds, campgrounds, picnicking, sports fields, court sports such as basketball, tennis and pickleball, tracks and paths for running, walking, skating or biking, bird watching areas, water-based recreation facilities such as fishing, swimming pools, paddling, boating, and spray playgrounds, as well as for outdoor recreation facilities and some supporting facilities and infrastructure like restrooms, bathhouses, or parking areas, when part of an overall recreation project. Development projects must consist of at least 50% primary costs.
7	**Transportation Alternatives Program**	Florida Department of Transportation (FDOT)	$5M allocated to each district	20%	*10/31/26*	*02/28/27*	**Purpose:** To help fund connected infrastructure for non-motorized users. The goals of the program include improving safety, health, and quality of life. Local Agency Program (LAP) certification is required to administer the project. https://www.fdot.gov/planning/systems/systems-management/tap	- Sidewalk Facilities - Bicycle Facilities - Trailways - Complete Streets Projects - Safe Routes to School projects - Lighting - Safety-related infrastructure
8	**Beautification Grant**	FDOT	FY24-25 Average Award: $100,000	Not required but encouraged	*07/01/26*	*10/01/26*	**Purpose**: FDOT makes Highway Beautification Grants available to local governments interested in providing landscaping and irrigation along state transportation facilities. The applicant will be required to accept all maintenance and utility costs associated with the landscape project in perpetuity through an executed Memorandum of Understanding. Landscape projects funded by the Beautification Grant are typically used on FDOT rights-of-way but can in some instances extend onto publicly owned property that is contiguous to and visible from the Department's right of way. https://www.fdot.gov/roadway/landscape-architecture/beautification-grants	- Purchase and install plant materials - Soil amendments - Irrigation systems
9	**319(h) Grants**	FDEP	Not Set	40%	*March* *September*	*April* *October*	**Purpose**: This program offers funding for the control of water pollution from nonpoint sources, including stormwater. 319(h) grants and SWAG are both available through the Nonpoint Source Management Program, which receives approximately $8 million per year in federal and state appropriations. https://floridadep.gov/wra/319-tmdl-fund	Eligible projects include, but are not limited to: - Demonstration and evaluation of Best Management Practices (BMPs), including reclaimed water, retention, and detention. - Nonpoint pollution reduction in priority watersheds (e.g., areas with water quality restoration plans, etc.). - Green stormwater infrastructure (GSI) / low impact development for stormwater. - Ground water protection from nonpoint sources. - Public education program on nonpoint source management - Septic to Sewer projects
10	**State Water-Quality Assistance Grants (SWAG)**	FDEP	Not Set	0% But providing match earns additional points	*March* *September*	*April* *October*	**Purpose**: This program offers funding for the control of water pollution from nonpoint sources, including stormwater. 319(h) grants and SWAG are both available through the Nonpoint Source Management Program, which receives approximately $8 million per year in federal and state appropriations. https://floridadep.gov/wra/319-tmdl-fund	Eligible projects include, but are not limited to: - Demonstration and evaluation of Best Management Practices (BMPs), including reclaimed water, retention, and detention. - Nonpoint pollution reduction in priority watersheds (e.g., areas with water quality restoration plans, etc.). - Ground water protection from nonpoint sources.
11	**Quality of Life - Direct Effect Grant**	Christohper & Dana Reeve Foundation	$25,000	N/A	Rolling	Rolling	**Purpose**: The Quality of Life Grants Program, created by the late Dana Reeve, strives to help individuals with disabilities and their families by providing grants to nonprofit organizations that improve quality of life through access, independence, opportunities for community engagement, and other life-enhancing endeavors. Project must serve at least five (5) individuals with paralysis, their families, or caregivers. Requires nonprofit applicant. https://www.christopherreeve.org/todays-care/get-support/grants-for-non-profits/	Direct Effect Quality of Life grants fund a wide range of projects including: - Accessible Beach/Dock/Pier - Accessible Playground/Ball Field - Accessible Community Spaces - Accessible Trail

FUNDING OPPORTUNITIES MATRIX

#	Grant Name	Agency	Funding Max	Required Match	Date Open	Date Due	Purpose & Priorities	Types of Projects
12	**People for Bikes Grants**	PeopleforBikes	$10,000	N/A	Fall	Fall	**Purpose**: PeopleForBikes accepts grant applications from non-profit organizations with a focus on bicycling, active transportation or community development; from city or county agencies or departments and from state or federal agencies working locally. PeopleForBikes only funds projects in the United States. Requests must support a specific project or program — Does not grant funds for general operating costs. Requires nonprofit applicant. PeopleforBikes will not consider grant requests in which funding amounts to 50% or more of the budget.	PeopleForBikes focuses most grant funds on bicycle infrastructure projects, such as: - Bike paths, lanes, trails and bridges - Mountain bike facilities - Bike parks and pump tracks - BMX facilities - End-of-trip facilities such as bike racks, bike parking, bike repair stations and bike storage
13	**Lowe's Hometowns**	Lowe's	N/A	N/A	02/01/26	N/A	**Purpose**: Lowe's Hometowns is a five-year, $100 million commitment to restore and revitalize community spaces across the country and part of Lowe's commitment to deliver 10 million square feet of impact this year. Projects should impact the lives of a whole community or a segment of the community that is underserved, meet a need that has been overlooked/ignored in the community, be completed between July and November of the award year, and inspire others to achieve what's possible. https://corporate.lowes.com/our-responsibilities/lowes-hometowns	- Community Centers/Services - Safe Affordable Housing - First Responder Facilities - Community Revitalization, including parks - Skilled Trades Education initiative
14	**Community Planning Technical Assistance (CPTA) Grant**	Florida Commerce	$75,000	0%	Spring	Summer	**Purpose**: CPTA grants provide local governments the opportunity to create innovative plans and development strategies to promote a diverse economy and meet statutory requirements for planning, while also protecting environmentally sensitive areas. The grant period begins July 1 of the year awarded and ends June 30 the following year. Projects must be completed by May 30. https://www.floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/technical-assistance/community-planning-technical-assistance-grant	- Economic development strategy - Strategic site inventory - Comprehensive plan update - Expand tourism opportunities - Update land development regulations - Downtown revitalization planning - Community redevelopment plan update - Design guidelines
15	**Safe Streets and Roads for All (SS4A) - Implementation Grant**	U.S. Department of Transportation (USDOT)	Max: $25M Min: $2.5M	20%	*03/28/26*	*06/26/26*	**Purpose**: SS4A awards funds on a competitive basis to support planning, infrastructure, and behavioral and operational initiatives to prevent fatalities and serious injuries on roads and streets involving all roadway users, including pedestrians, bicyclists, public transportation, motorists, and commercial vehicle operators. Based on the Space Coast TPO's Vision Zero Plan, the intersection of U.S. 1 and Garden Street is on one of the top 5 crash locations on the Pedestrian High Injury Network (HIN). On the same HIN, US 1 from Garden Street to Dairy Road is *the top* crash location for corridors. https://www.transportation.gov/grants/SS4A	- Intersection improvements - Safety enhancements (sidewalks, crosswalks) - Traffic calming (roundabouts, speed reduction) - Corridor improvements
16	**Better Utilizing Investment to Leverage Development (BUILD)**	USDOT	Max: $25M Min: $1M	0-20%	*12/23/27*	*02/24/27*	**Purpose**: The BUILD grant program provides grants for surface transportation infrastructure projects with significant local or regional impact. The Titusville CRA is located in *both* a rural area and an Area of Persistent Poverty, making it eligible for 100% Federal funding, as opposed to providing a match. Projects must offer significant safety, economic competitiveness, environmental sustainability, and quality of life benefits, as well as being built on partnership and/or community collaboration. https://www.transportation.gov/BUILDgrants	- Complete Streets improvements - Intersection improvements - Safety enhancements - Traffic calming - Corridor improvements - Intermodal connectivity - Port infrastructure

FUNDING OPPORTUNITIES MATRIX

#	Grant Name	Agency	Funding Max	Required Match	Date Open	Date Due	Purpose & Priorities	Types of Projects
17	**Florida Boating Improvement Program (FBIP)**	Florida Fish and Wildlife Conservation Commission	N/A *Points awarded for applications less than $500,000.*	0% *Points awarded for providing cost share.*	02/09/26	04/13/26	**Purpose**: The Florida Boating Improvement Program provides funding through competitive grants for boating access projects and other boating-related activities benefitting motorized vessels in Florida. Eligible program participants include county governments, municipalities and other governmental entities of the state of Florida. https://myfwc.com/boating/grants-programs/fbip/	- Boat ramps; lifts and hoists; marine railways; and other public launching facilities - Piers, docks, mooring buoys, and other mooring facilities - Recreational channel marking and other uniform waterway markers - Boating education - Economic development initiatives that promote boating - Other local boating-related activities that enhance boating access for recreational boaters
18	**Waterway Assistance Program (WAP)**	Florida Inland Navigation District (FIND)	N/A *Funding is capped at 90% of the tax revenue the District receives from the applicant's County.*	25-50%	01/01/26	03/30/26	**Purpose**: The Waterways Assistance Program is a grant initiative established by the Florida Legislature in partnership with the Florida Inland Navigation District (FIND). Its aim is to enhance public access to the Atlantic Intracoastal Waterway and related waterways within the District. Applicants are required to meet with their local FIND Commissioner to discuss their application by March 4, 2026. https://www.aicw.org/grant_and_assistance_programs/waterway_assistance_programs_wap/index.php	- Public navigation channel dredging - Shoreline stabilization - Maritime management planning - Boating safety grants - Navigation aids and markers - Public boat ramps and launching facilities - Beach renourishment - Boating safety equipment - Inlet management for public navigation - Environmental education programs and facilities - Public fishing and viewing piers - Other waterway related projects
19	**Clean Vessel Act (CVA) Grant**	FDEP	N/A *Two quotes required for costs exceeding $2,500.*	25%	Rolling	Rolling	**Purpose**: The Florida Clean Vessel Act Program provides grant funding to marina owners and operators for boater pumpout facilities **in service to the public**. The pumpout fee may not exceed $5, and it must be displayed in the Pumpout Nav App for the public to easily find and use. All manufactured products used in the project must be produced in the U.S., according to Build America, Buy America (BABA). All projects funded with CVA grants are required to have two posted signs: 3'x4' universal pumpout logo facing waterway and an informational placard on or next to the equipment informing patrons of pumpout instructions and funding accreditation. https://floridadep.gov/rcp/cva/content/apply-cva-grant	- Equipment purchase and installation - Dump station, portable, stationary, pumpout vessel, holding tank, lift station - Piping, plumbing, electrical work - Operations, maintenance, and repair - Sewage hauling and holding tank - Pumpout signage - Education and outreach materials Eligible costs include engineering plans, permits, site preparation, renovation, equipment purchase, equipment installation, operations of equipment, maintenance and repair, sewage hauling, pumpout signage, and education and instruction materials.

Synthesis & Outlook

TRAIL AMENITIES SYNTHESIS & OUTLOOK

The Titusville CRA Bicycle & Pedestrian Amenities Strategic Plan establishes a unified framework that recognizes each district's unique role while advancing a coordinated, system-wide pedestrian experience. Existing conditions analysis confirmed that the CRA already contains strong foundational assets particularly within the Civic Waterfront and Downtown but also revealed gaps in network continuity, identity, comfort amenities, and access node hierarchy across Uptown, Midtown, and the Historic Residential District.

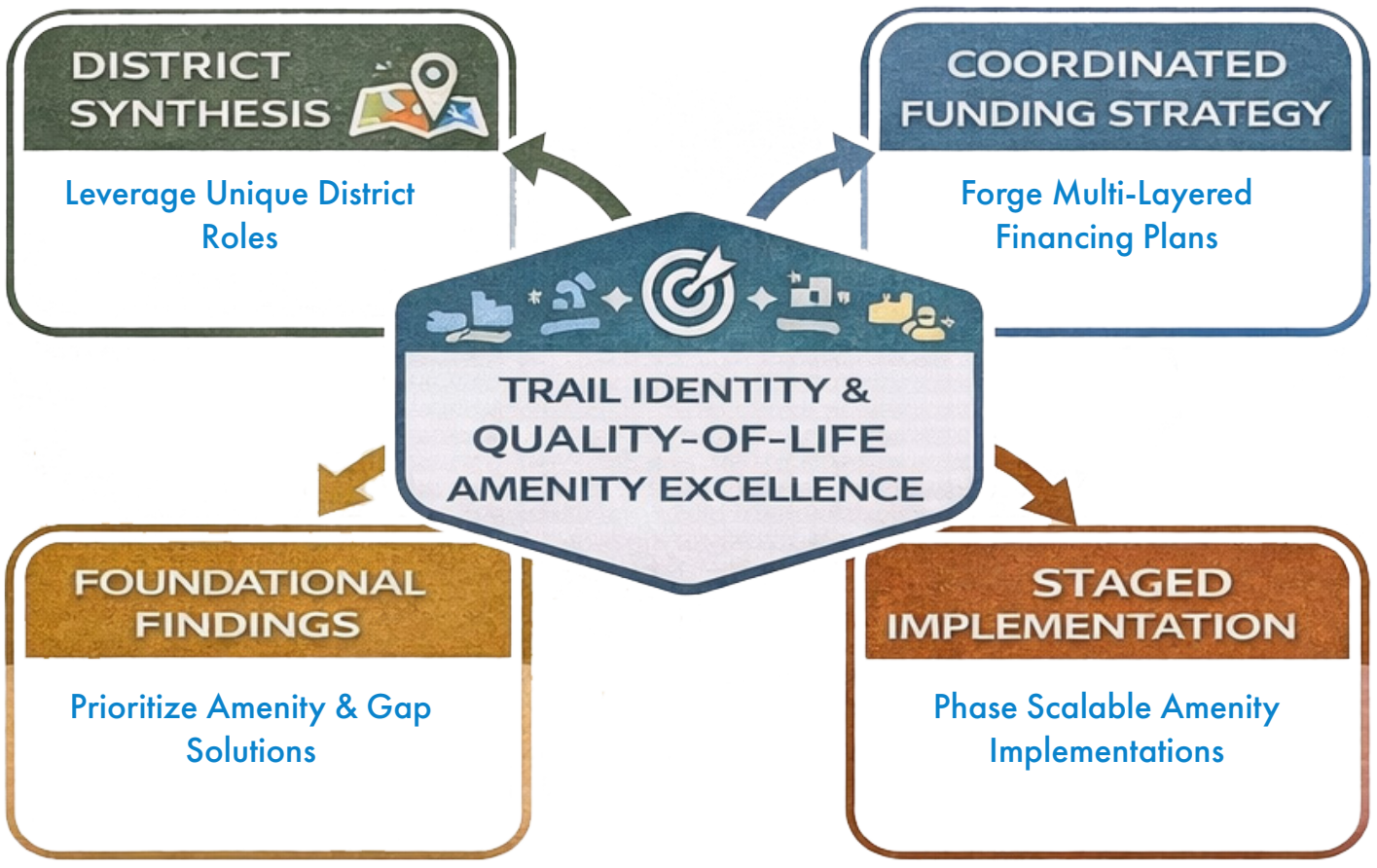
Through district-by-district evaluation, a clear structure emerged. The Civic Waterfront functions as the regional destination anchor. Downtown serves as the economic and activity conversion core. Uptown and Midtown operate as the primary connectivity and distribution corridors. The Historic Residential District provides cultural continuity and context-sensitive neighborhood integration. Together, these districts can provide a complete and scalable bicycle & pedestrian amenities ecosystem rather than a collection of isolated improvements.

The implementation strategy advances a repeatable and scalable amenity deployment model supported by consistent identity, layered comfort infrastructure, strategic node placement, and integration with economic and community activation opportunities. This approach allows the CRA to phase improvements logically while maintaining system cohesion as funding and partnership opportunities evolve.

Equally important, the plan is intentionally structured to align with diverse funding sources. The recommended improvements directly support program priorities tied to mobility, placemaking, recreation access, safety, environmental resilience, and equitable investment. By pairing the implementation philosophy with the Funding Opportunity Matrix, the CRA is positioned to pursue coordinated funding strategies that support near-term catalytic projects while building momentum for long-term system build out.

Ultimately, this Strategic Plan moves the CRA from an amenity inventory model to a performance-based pedestrian amenity network strategy. The strategy will aim to strengthen the regional trail, supporting local economic vitality, enhancing daily usability for residents, and preserving the character that defines Titusville's waterfront and historic neighborhoods.

The Titusville CRA Bicycle & Pedestrian Amenities Strategic Plan unifies district roles, funding strategies, and provides a scalable implementation model. This model aims to advance a cohesive and inclusive, performance based pedestrian system that will be positioned for longer-term success.



CITY OF TITUSVILLE FLORIDA

May 2026

Kimley»Horn

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Water Allocation Permit - Tranquility Phase 3**

Department/Office: Public Works

Recommended Action:

Authorize the issuance of a water supply capacity allocation permit in the amount of 20,100 gallons per day, which is 4.74% of the excess capacity for Phase 3 of the Tranquility community.

Summary Explanation & Background:

Ordinance 16-2005 created an ordinance subsection entitled "Water Supply Capacity Allocation" and was adopted by City Council in 2005. In accordance with the ordinance, City Council must approve permit requests in excess of 10,000 gallons per day.

Tranquility Phase 3 includes 67 homes on the portion of the community north of the Addison Canal. The project has site plan approval but the water allocation request and FDEP permits were outstanding until recent. As part of the site plan review, water and sewer demands were reviewed based on our allocation of 300 gallons per day per residence. As a result, the request is for 20,100 gallons per day, therefore Council approval is required.

Section 21-50 of the City's code states, No one (1) application for a water supply allocation permit shall exceed ten thousand (10,000) gallons per day, except the City Council may authorize applications in excess of said limitations when it appears as if the project cannot be phased or other good cause is shown to the city that said project justifies a larger allocation.

Public Works staff have reviewed the request. This section cannot be further phased and it is shown to have good cause to justify the allocation request. Currently, the Mourning Dove facility has in excess of 424,000 gallons per day of water available based on the City's CUP capacity of 6,010,000 gallons per day. The excess capacity is calculated by subtracting the most recent annual average monthly demand and the current FDEP commitments from the CUP capacity.

Staff recommends authorizing the issuance of a water supply capacity allocation permit in the amount of 20,100 gallons per day, which is 4.74% of the excess capacity for

Phase 3 of the Tranquility community.

Alternatives:
1. Do not authorize the water supply allocation permit.

Item Budgeted:
NA

Source/Use of Funds/Budget Book Page:
NA

Strategic Plan:
Goal 4

Strategic Plan Impact:
This aligns with goal 4 by promoting economic development.

ATTACHMENTS:
1. Tranquility Phase 3 Water Allocation Permit Request
2. Tranquility Phase 3 FDEP Water application

CITY OF TITUSVILLE
WATER SUPPLY ALLOCATION
APPLICATION AND PERMIT

APPLICATION

NAME OF APPLICANT:	William G Allen Jr.
COMPANY:	Carolina Holdings II, LLC
STREET:	3129 Springbank Lane
CITY:	Charlotte, NC 28226
TELEPHONE NUMBER:	704.502.2885

PROJECT NAME:	Tranquility Phase 3
PROJECT LOCATION:	Parcel 22-35-35-00-2 (ADDRESS OR PARCEL ID)
NUMBER OF UNITS:	67 (RESIDENTIAL ONLY)
AVERAGE DAILY WATER DEMAND:	20,100 GPD (FROM FDEP PERMIT APPLICATION*)
DATE OF APPLICATION:	4/15/26
APPLICANT SIGNATURE:	

☒ ORIGINAL APPLICATION ☐ PERMIT EXTENSION 1 ☐ PERMIT EXTENSION 2

*IF NO FDEP PERMIT IS REQUIRED- ATTACH FIXTURE TABULATION WITH ESTIMATED DEMAND
PERMITS IN EXCESS OF 10,000 GALLONS REQUIRE CITY COUNCIL APPROVAL

CITY USE ONLY BELOW THIS LINE

PERMIT FEE CALCULATION

TOTAL AVERAGE DAILY WATER DEMAND*: _____ GALS
(*FROM FDEP PERMIT APPLICATION)

$36.00 PER 100 GALLONS
(SEE CODE SECTION 21-50)

TOTAL FEE _____

☐ FEE PAID

RECEIVED BY: _____

☐ REQUIRES COUNCIL ACTION COUNCIL APPROVAL DATE: _____

ISSUE DATE: _____ EXPIRATION: _____

AUTHORIZING SIGNATURE: _____

PERMIT NUMBER: _____

SEE REVERSE SIDE FOR GENERAL INFORMATION FOR PERMIT APPLICANTS

DATE CLEAR/C.O. _____

GENERAL INFORMATION FOR WATER SUPPLY ALLOCATION APPLICATION AND PERMIT APPLICANTS

· Each water supply allocation permit shall be applied for in conjunction with application for an FDEP permit. Connections not requiring FDEP permit with capacity in excess of 500 gallons per day apply for a water capacity allocation permit in conjunction with an application for a utility construction permit (site permit).

· Water supply allocation permit fees are thirty-six ($36) per one-hundred (100) gallons per dday or portion thereof.

· No building permit shall be issued unless the applicant has a water capacity allocation permit.

· No extension or addition to the City water distribution system shall be authorized unless the applicant has a water supply allocation permit.

· No one application for a water supply allocation permit shall exceed ten thousand (10,000) gallons per day, except the City Council may authorize applications in excess of said limitations when it appears as if the project cannot be phased or other good cause is shown to the City that said project justifies a larger allocation.

· Water supply allocation permits are good for twelve (12) months from date of issue. Permits may be extended for two (2) successive periods of twelve months upon payment of additional water supply allocation permit fees. Extensions beyond thirty-six (36) months are prohibited and any FDEP permits outstanding are considered as withdrawn by the permit holder.

· If work on the project has not started within one hundred eighty (180) days from date of permit issue, water supply allocation permit shall be null and void.

· This application and subsequent permit shall not create any vested right in permittee, nor be construed as a gaurantee of water supply capacity to the applicant or permittee for conditions beyond the control of the City. The city may permit connections to its water system only if it may lawfully do so and would not thereby violate any permit, license, restriction, injunction, moratorium, or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable agency of the United States, the application for a water supply allocation permit. The applicant expressly agrees that it shall have no claim or cuase of action against the city for its abvservance of these rules or any such permit, license, restriction, injunction, moratorium or denial of permission to connect its water lines into the City's water system and the applicant hereby waives and relinquishes any right, claim, cuase of action, or other remedy whatsoever agianst the city arising from or as a result of the city's refusal to permit the applicant to connection to the city's water system for its observance of these rules or the reason that the connection would voilate such permit, license, restriction, injunction, moratorium, or denial of permissions to connect.

NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

INSTRUCTIONS: This notice shall be completed and submitted by persons proposing to construct projects permitted under the "General Permit for Construction of Water Main Extensions for Public Water Systems" in Rule 62-555.405, F.A.C. AT LEAST 30 DAYS BEFORE BEGINNING CONSTRUCTION OF A WATER MAIN EXTENSION PROJECT, complete and submit one copy of this notice to the appropriate Department of Environmental Protection (DEP) District Office or Approved County Health Department (ACHD) along with payment of the proper permit processing fee. (When completed, Part II of this notice serves as the preliminary design report for a water main extension project, and thus, it is unnecessary to submit a separate preliminary design report or drawings, specifications, and design data with this notice.) All information provided in this notice shall be typed or printed in ink. The DEP permit processing fee for projects requiring the services of a professional engineer during design is $650, and the DEP permit processing fee for projects not requiring the services of a professional engineer during design is $500.* Some ACHDs charge a county permit processing fee in addition to the DEP permit processing fee. Checks for permit processing fees shall be made payable to the Department of Environmental Protection or the appropriate ACHD. NOTE THAT A SEPARATE NOTIFICATION AND A SEPARATE PERMIT PROCESSING FEE ARE REQUIRED FOR EACH NON-CONTIGUOUS PROJECT.†

* *Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers licensed in Florida.*

† *Non-contiguous projects are projects that are neither interconnected nor located nearby one another (i.e., on the same site, on adjacent streets, or in the same neighborhood).*

I. General Project Information

A. Name of Project: Tranquility Phase 3

B. Description of Project and Its Purpose:

Installation of an on-site water distribution system serving 67 single-family residential lots in the City of Titusville comprising 2,593 LF of 8" C900 DR-18 PVC Pipe; 52 LF of 8" Cement Line Ductile Iron Pipe; with associated fittings, appurtenances, and fire hydrants that connects to the existing 10" water main located in U S Hwy No 1 in two locations with tapping sleeves and valves. In addition, the existing 10" water main requires three crossings comprising 134 LF of Cement Lined Ductile Iron Pipe with associated 10" line stop valves and gate valves be created to cross under proposed storm drain pipes that interfere with the existing 10" water main location. The existing 10" water main will remain in service at all times during construction of these improvements.

C. Location of Project

1. County Where Project Located: Brevard
2. Description of Project Location:

The project is located 1 mile north of State Road 405 on the east side of U S Hwy 1

D. Estimate of Cost to Construct Project: $540,126.00

E. Estimate of Dates for Starting and Completing Construction of Project:

Start January 1, 2027 with completion September 30, 2027.

F. Permittee

PWS/Company Name: Carolina Holdings II, LLC		PWS Identification No.:*	
PWS Type:* ☒ Community ☐ Non-Transient Non-Community ☐ Transient Non-Community ☐ Consecutive			
Contact Person: William G Allen Jr	Contact Person's Title: Manager		
Contact Person's Mailing Address: 3129 Springbank Lane			
City: Charlotte	State: NC	Zip Code: 28226	
Contact Person's Telephone Number: 704-502-2885	Contact Person's Fax Number:		
Contact Person's E-Mail Address: gary@sunbeltlandmgmt.com			

* *This information is required only if the permittee is a public water system (PWS).*

G. Public Water System (PWS) Supplying Water to Project

PWS Name: City of Titusville		PWS Identification No.:	
PWS Type: ☒ Community ☐ Non-Transient Non-Community ☐ Transient Non-Community ☐ Consecutive			
PWS Owner: City of Titusville			
Contact Person: Ashleigh Smith, PE	Contact Person's Title: Public Works City Engineer		
Contact Person's Mailing Address: 2000 S Washington Avenue			
City: Titusville	State: FL	Zip Code: 32780	
Contact Person's Telephone Number: 321.567.3846	Contact Person's Fax Number: 321.383.5705		
Contact Person's E-Mail Address: ashleigh.smith@titusville.com			

NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: Tranquility Phase 3	Permittee: Carolina Holdings II, LLC

H. Public Water System (PWS) that Will Own Project After It Is Placed into Permanent Operation

PWS Name: City of Titusville	PWS Identification No.: *3051367	
PWS Type:* ☒ Community ☐ Non-Transient Non-Community ☐ Transient Non-Community ☐ Consecutive		
PWS Owner: City of Titusville		
Contact Person: Ashleigh Smith, PE	Contact Person's Title: Public Works City Engineer	
Contact Person's Mailing Address: 2000 S Washington Avenue		
City: Titusville	State: FL	Zip Code: 32780
Contact Person's Telephone Number: 321.567.3869	Contact Person's Fax Number: 321.383.5705	
Contact Person's E-Mail Address: ashleigh.smith@titusville.com		

* *This information is required only if the owner/operator is an existing PWS.*

I. Professional Engineer(s) or Other Person(s) in Responsible Charge of Designing Project*

Company Name: Honeycutt & Associates, Inc.		
Designer(s): Rodney M Honeycutt, PE	Title(s) of Designer(s): President	
Qualifications of Designer(s): ☒ Professional Engineer(s) Licensed in Florida – License Number(s): 46917 ☐ Public Officer(s) Employed by State, County, Municipal, or Other Governmental Unit of State† ☐ Plumbing Contractor(s) Licensed in Florida – License Number(s):^		
Mailing Address of Designer(s): 3700 S Washington Avenue		
City: Titusville	State: FL	Zip Code: 32780
Telephone Number of Designer(s): 321.267.6233	Fax Number of Designer(s): 321.269.7847	
E-Mail Address(es) of Designer(s): rodney@honeycutt.cc		

* *Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers licensed in Florida.*

† *Attach a detailed construction cost estimate showing that the cost to construct this project is $10,000 or less.*

^ *Attach documentation showing that this project will be installed by the plumbing contractor(s) designing this project, documentation showing that this project involves a public water system serving a single property and fewer than 250 fixture units, and a detailed construction cost estimate showing that the cost to construct this project is $50,000 or less.*

II. Preliminary Design Report for Project*

A. Service Area, Water Use, and Service Pressure Information

1. Design Type and Number of Service Connections, and Average Daily Water Demands and Maximum-Day Water Demands, in the Entire Area to Be Served by the Water Mains Being Constructed Under this Project:

A = Type of Service Connection	B = Number of Service Connections	C = Average Daily Water Demand Per Service Connection, gpd	D = Total Average Daily Water Demand[a], gpd (Columns BxC for Residential Service Connections)	E = Total Maximum-Day Water Demand[b], gpd
Single-Family Home	67	300	20100	60300
Mobile Home			0	
Apartment			0	
Commercial, Institutional, or Industrial Facility[a]				
Total	67		20100	60300

a. Description of Commercial, Institutional, or Industrial Facilities and Explanation of Method(s) Used to Estimate Average Daily Water Demand for These Facilities:

N/A

b. Explanation of Peaking Factor(s) or Method(s) Used to Estimate Maximum-Day Water Demand:

Using a Peaking Factor of 3.0

2. Explanation of Peaking Factor(s) or Method(s) Used to Estimate Design Peak-Hour Water Demand and, for Small Water Systems that Use Hydropneumatic Tanks or that Are Not Designed to Provide Fire Protection, Peak Instantaneous Water Demand:

   N/A

3. Design Fire-Flow Rate and Duration:
   1,000 GPM
4. Design Service Pressure Range:
   50-60

B. Project Site Information

1. ATTACH A SITE PLAN OR SKETCH SHOWING THE SIZE AND APPROXIMATE LOCATION OF NEW OR ALTERED WATER MAINS, SHOWING THE APPROXIMATE LOCATION OF HYDRANTS, VALVES, METERS, AND BLOW-OFFS IN SAID MAINS, AND SHOWING HOW SAID MAINS CONNECT TO THE PUBLIC WATER SYSTEM SUPPLYING WATER FOR THE PROJECT.
2. Description of Any Areas Where New or Altered Water Mains Will Cross Above or Under Surface Water or Be Located in Soil that Is Known to Be Aggressive:

   N/A

C. Information About Compliance with Design and Construction Requirements

1. If this project is being designed to comply with the following requirements, initial in ink before the requirements. If any of the following requirements do not apply to this project or if this project includes exceptions to any of the following requirements as allowed by rule, mark "X" before the requirements and complete Part II.C.2 below. *RSWW = Recommended Standards for Water Works* as incorporated into Rule 62-555.330, F.A.C.

   _____ a. This project is being designed to keep existing water mains and service lines in operation during construction or to minimize interruption of water service during construction. [*RSWW* 1.3.a; exceptions allowed under FAC 62-555.330]

   _____ b. All pipe, pipe fittings, pipe joint packing and jointing materials, valves, fire hydrants, and meters installed under this project will conform to applicable American Water Works Association (AWWA) standards. [FAC 62-555.320(21)(b), *RSWW* 8.0, and AWWA standards as incorporated into FAC 62-555.330; exceptions allowed under FAC 62-555.320(21)(c)]

   _____ c. All public water system components, excluding fire hydrants, that will be installed under this project and that will come into contact with drinking water will conform to NSF International Standard 61 as adopted in Rule 62-555.335, F.A.C., or other applicable standards, regulations, or requirements referenced in paragraph 62-555.320(3)(b), F.A.C. [FAC 62-555.320(3)(b); exceptions allowed under FAC 62-555.320(3)(d)]

   _____ d. All pipe and pipe fittings installed under this project will contain no more than 8.0% lead, and any solder or flux used in this project will contain no more than 0.2% lead. [FAC 62-555.322]

   _____ e. All pipe and pipe fittings installed under this project will be color coded or marked in accordance with subparagraph 62-555.320(21)(b)3, F.A.C., using blue as a predominant color. (Underground plastic pipe will be solid-wall blue pipe, will have a co-extruded blue external skin, or will be white or black pipe with blue stripes incorporated into, or applied to, the pipe wall; and underground metal or concrete pipe will have blue stripes applied to the pipe wall. Pipe striped during manufacturing of the pipe will have continuous stripes that run parallel to the axis of the pipe, that are located at no greater than 90-degree intervals around the pipe, and that will remain intact during and after installation of the pipe. If tape or paint is used to stripe pipe during installation of the pipe, the tape or paint will be applied in a continuous line that runs parallel to the axis of the pipe and that is located along the top of the pipe; for pipe with an internal diameter of 24 inches or greater, tape or paint will be applied in continuous lines along each side of the pipe as well as along the top of the pipe. Aboveground pipe will be painted blue or will be color coded or marked like underground pipe.) [FAC 62-555.320(21)(b)3]

   _____ f. All new or altered water mains included in this project are sized after a hydraulic analysis based on flow demands and pressure requirements. ATTACH A HYDRAULIC ANALYSIS JUSTIFYING THE SIZE OF ANY NEW OR ALTERED WATER MAINS WITH AN INSIDE DIAMETER OF LESS THAN THREE INCHES. [FAC 62-555.320(21)(b) and *RSWW* 8.1]

_____ g. The inside diameter of new or altered water mains that are included in this project and that are being designed to provide fire protection and serve fire hydrants will be at least six inches. [FAC 62-555.320(21)(b) and *RSWW* 8.1.2]

_____ h. New or altered water mains that are included in this project and that are not being designed to carry fire flows do not have fire hydrants connected to them. [FAC 62-555.320(21)(b) and *RSWW* 8.1.5]

_____ i. This project is being designed to minimize dead-end water mains by making appropriate tie-ins where practical. [FAC 62-555.320(21)(b) and *RSWW* 8.1.6.a]

_____ j. New or altered dead-end water mains included in this project will be provided with a fire or flushing hydrant or blow-off for flushing purposes. [FAC 62-555.320(21)(b) and *RSWW* 8.1.6.b]

_____ k. Sufficient valves will be provided on new or altered water mains included in this project so that inconvenience and sanitary hazards will be minimized during repairs. [FAC 62-555.320(21)(b) and *RSWW* 8.2]

_____ l. New or altered fire hydrant leads included in this project will have an inside diameter of at least six inches and will include an auxiliary valve. [FAC 62-555.320(21)(b) and *RSWW* 8.3.3]

_____ m. All fire hydrants that will be installed under this project and that will have unplugged, underground drains will be located at least three feet from any existing or proposed storm sewer, stormwater force main, pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., or vacuum-type sanitary sewer; at least six feet from any existing or proposed gravity- or pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-10, F.A.C.; and at least ten feet from any existing or proposed "on-site sewage treatment and disposal system." [FAC 62-555.314(4)]

_____ n. At high points where air can accumulate in new or altered water mains included in this project, provisions will be made to remove the air by means of air relief valves, and automatic air relief valves will not be used in situations where flooding of the valve manhole or chamber may occur. [FAC 62-555.320(21)(b) and *RSWW* 8.4.1]

_____ o. The open end of the air relief pipe from all automatic air relief valves installed under this project will be extended to at least one foot above grade and will be provided with a screened, downward-facing elbow. [FAC 62-555.320(21)(b) and *RSWW* 8.4.2]

_____ p. New or altered chambers, pits, or manholes that contain valves, blow-offs, meters, or other such water distribution system appurtenances and that are included in this project will not be connected directly to any sanitary or storm sewer, and blow-offs or air relief valves installed under this project will not be connected directly to any sanitary or storm sewer. [FAC 62-555.320(21)(b) and *RSWW* 8.4.3]

_____ q. New or altered water mains included in this project will be installed in accordance with applicable AWWA standards or in accordance with manufacturers' recommended procedures. [FAC 62-555.320(21)(b), *RSWW* 8.5.1, and AWWA standards as incorporated into FAC 62-555.330]

_____ r. A continuous and uniform bedding will be provided in trenches for underground pipe installed under this project; backfill material will be tamped in layers around underground pipe installed under this project and to a sufficient height above the pipe to adequately support and protect the pipe; and unsuitably sized stones (as described in applicable AWWA standards or manufacturers' recommended installation procedures) found in trenches will be removed for a depth of at least six inches below the bottom of underground pipe installed under this project. [FAC 62-555.320(21)(b), *RSWW* 8.5.2]

_____ s. All water main tees, bends, plugs, and hydrants installed under this project will be provided with thrust blocks or restrained joints to prevent movement. [FAC 62-555.320(21)(b) and *RSWW* 8.5.4]

_____ t. New or altered water mains that are included in this project and that will be constructed of asbestos-cement or polyvinyl chloride pipe will be pressure and leakage tested in accordance with AWWA Standard C603 or C605, respectively, as incorporated into Rule 62-555.330, F.A.C., and all other new or altered water mains included in this project will be pressure and leakage tested in accordance with AWWA Standard C600 as incorporated into Rule 62-555.330. [FAC 62-555.320(21)(b)1 and AWWA standards as incorporated into FAC 62-555.330]

_____ u. New or altered water mains, including fire hydrant leads and including service lines that will be under the control of a public water system and that have an inside diameter of three inches or greater, will be disinfected and bacteriologically evaluated in accordance with Rule 62-555.340, F.A.C. [FAC 62-555.320(21)(b)2 and FAC 62-555.340]

__X__ v. New or altered water mains that are included in this project and that will be installed in areas where there are known aggressive soil conditions will be protected through use of corrosion-resistant water main materials, through encasement of the water mains in polyethylene, or through provision of cathodic protection. [FAC 62-555.320(21)(b) and *RSWW* 8.5.7.d]

_____ w. New or relocated, underground water mains included in this project will be laid to provide a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed vacuum-type sanitary sewer, storm sewer, stormwater force main, or pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C.; a horizontal distance of at least six feet between the outside of the water main and the outside of any existing or proposed gravity-type sanitary sewer (or a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed gravity-type sanitary sewer if the bottom of the water main will be laid at least six inches above the top of the sewer); a horizontal distance of at least six feet between the outside of the water main and the outside of any existing or proposed pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.; and a horizontal distance of at least ten feet between the outside of the water main and all parts of any existing or proposed "on-site sewage treatment and disposal system." [FAC 62-555.314(1); exceptions allowed under FAC 62-555.314(5)]

_____ x. New or relocated, underground water mains that are included in this project and that will cross any existing or proposed gravity- or vacuum-type sanitary sewer or storm sewer will be laid so the outside of the water main is at least six inches above the other pipeline or at least 12 inches below the other pipeline; and new or relocated, underground water mains that are included in this project and that will cross any existing or proposed pressure-type sanitary sewer, wastewater or stormwater force main, or pipeline conveying reclaimed water will be laid so the outside of the water main is at least 12 inches above or below the other pipeline. [FAC 62-555.314(2); exceptions allowed under FAC 62-555.314(5)]

_____ y. At the utility crossings described in Part II.C.1.w above, one full length of water main pipe will be centered above or below the other pipeline so the water main joints will be as far as possible from the other pipeline or the pipes will be arranged so that all water main joints are at least three feet from all joints in vacuum-type sanitary sewers, storm sewers, stormwater force mains, or pipelines conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., and at least six feet from all joints in gravity- or pressure-type sanitary sewers, wastewater force mains, or pipelines conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C. [FAC 62-555.314(2); exceptions allowed under FAC 62-555.314(5)]

__x__ z. New or altered water mains that are included in this project and that will cross above surface water will be adequately supported and anchored, protected from damage and freezing, and accessible for repair or replacement. [FAC 62-555.320(21)(b) and *RSWW* 8.7.1]

_____ aa. New or altered water mains that are included in this project and that will cross under surface water will have a minimum cover of two feet. [FAC 62-555.320(21)(b) and *RSWW* 8.7.2]

_____ bb. New or altered water mains that are included in this project and that will cross under surface water courses greater than 15 feet in width will have flexible or restrained, watertight pipe joints and will include valves at both ends of the water crossing so the underwater main can be isolated for testing and repair; the aforementioned isolation valves will be easily accessible and will not be subject to flooding; the isolation valve closest to the water supply source will be in a manhole; and permanent taps will be provided on each side of the isolation valve within the manhole to allow for insertion of a small meter to determine leakage from the underwater main and to allow for sampling of water from the underwater main. [FAC 62-555.320(21)(b) and *RSWW* 8.7.2]

_____ cc. This project is being designed to include proper backflow protection at those new or altered service connections where backflow protection is required or recommended under Rule 62-555.360, F.A.C., or in *Recommended Practice for Backflow Prevention and Cross-Connection Control*, AWWA Manual M14, as incorporated into Rule 62-555.330, F.A.C.; or the public water system that will own this project after it is placed into operation has a cross-connection control program requiring water customers to install proper backflow protection at those service connections where backflow protection is required or recommended under Rule 62-555.360, F.A.C., or in AWWA Manual M14. [FAC 62-555.360 and AWWA Manual M14 as incorporated into FAC 62-555.330]

__x__ dd. Neither steam condensate, cooling water from engine jackets, nor water used in conjunction with heat exchangers will be returned to the new or altered water mains included in this project. [FAC 62-555.320(21)(b) and *RSWW* 8.8.2]

Project Name: Tranquility Phase 3	Permittee: Carolina Holdings II, LLC

2. Explanation for Requirements Marked "X" in Part II.C.1 Above, Including Justification, Documentation, Assurances, and/or Alternatives as Required by Rule for Exceptions to Requirements in Part II.C.1:

Item v does not apply as there are no known aggressive soils present. Item z, does not apply because there are no above surface water crossings and dd does not apply because there are no water uses that return water to the new water mains in this project.

I completed Part II of this notice, and the information provided in Part II and on the attachment(s) to Part II is true and accurate to the best of my knowledge and belief.

Signature, Seal, and Date of Professional Engineer (PE) or Signature and Date of Other Person in Responsible Charge of Designing Project:*	Signature, Seal, and Date of Professional Engineer (PE) or Signature and Date of Other Person in Responsible Charge of Designing Project:*
Printed/Typed Name: Rodney M Honeycutt, PE	Printed/Typed Name:
License Number of PE or License Number or Title of Other Person in Responsible Charge of Designing Project:* 46917	License Number of PE or License Number or Title of Other Person in Responsible Charge of Designing Project:*
Portion of Preliminary Design Report for Which Responsible: 100%	Portion of Preliminary Design Report for Which Responsible:

* *Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more PEs licensed in Florida. If this project is being designed under the responsible charge of one or more PEs licensed in Florida, Part II of this notice shall be completed, signed, sealed, and dated by the PE(s) in responsible charge. If this project is not being designed under the responsible charge of one or more PEs licensed in Florida, Part II shall be completed, signed, and dated by the person(s) in responsible charge of designing this project.*

NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: Tranquility Phase 3	Permittee: Carolina Holdings II, LLC

III. Certifications

A. Certification by Permittee

I am duly authorized to sign this notice on behalf of the permittee identified in Part I.F of this notice. I certify that, to the best of my knowledge and belief, this project complies with Chapter 62-555, F.A.C. I also certify that construction of this project has not begun yet and that, to the best of my knowledge and belief, this project does not include any of the following construction work:

- construction of water mains conveying raw or partially treated drinking water;
- construction of drinking water treatment, pumping, or storage facilities or conflict manholes;
- construction of water mains in areas contaminated by low-molecular-weight petroleum products or organic solvents;
- construction of an interconnection between previously separate public water systems or construction of water mains that create a "new system" as described under subsection 62-555.525(1), F.A.C.; or
- construction of water mains that will remain dry following completion of construction.

(A specific construction permit is required for each project involving any of the above listed construction work.)

I understand that, if this project is designed under the responsible charge of one or more professional engineers (PEs) licensed in Florida, the permittee must retain a Florida-licensed PE to take responsible charge of inspecting construction of this project for the purpose of determining in general if the construction proceeds in compliance with the Department of Environmental Protection construction permit, including the approved preliminary design report, for this project. I understand that the permittee must have complete record drawings prepared for this project. I also understand that the permittee must submit a certification of construction completion to the Department and obtain written approval, or clearance, from the Department before the permittee places this project into operation for any purpose other than disinfection or testing for leaks.

Signature and Date	William G Allen Jr.	Manager
	Printed or Typed Name	Title

B. Certification by PWS Supplying Water to Project

I am duly authorized to sign this notice on behalf of the PWS identified in Part I.G of this notice. I certify that said PWS will supply the water necessary to meet the design water demands for this project. As indicated below, the water treatment plant(s) to which this project will be connected has(have) the capacity necessary to meet the design water demands for this project, and I certify that all other PWS components affected by this project also have the capacity necessary to meet the design water demands for this project. I certify that said PWS is in compliance with applicable planning requirements in Rule 62-555.348, F.A.C.; applicable cross-connection control requirements in Rule 62-555.360, F.A.C.; and to the best of my knowledge and belief, all other applicable rules in Chapters 62-550, 62-555, and 62-699, F.A.C.; furthermore, I certify that, to the best of my knowledge and belief, said PWS's connection to this project will not cause said PWS to be in noncompliance with Chapter 62-550 or 62-555, F.A.C. I also certify that said PWS has reviewed the preliminary design report for this project and that said PWS considers the connection(s) between this project and said PWS acceptable as designed.

- Name(s) of Water Treatment Plant(s) to Which this Project Will Be Connected:

- Total Permitted Maximum Day Operating Capacity of Plant(s), gpd: _____
- Total Maximum Day Flow at Plant(s) as Recorded on Monthly Operating Reports During Past 12 Months, gpd:

_____

Signature and Date	Printed or Typed Name	Title

C. Certification by PWS that Will Own Project After It Is Placed into Permanent Operation

I am duly authorized to sign this notice on behalf of the PWS identified in Part I.H of this notice. I certify that said PWS will own this project after it is placed into permanent operation. I also certify that said PWS has reviewed the preliminary design report for this project and that said PWS considers this project acceptable as designed.

Signature and Date	Printed or Typed Name	Title

NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: Tranquility Phase 3	Permittee: Carolina Holdings II, LLC

D. Certification by Professional Engineer(s) in Responsible Charge of Designing Project*

I, the undersigned professional engineer licensed in Florida, am in responsible charge of designing this project. I certify that, to the best of my knowledge and belief, the design of this project complies with Chapter 62-555, F.A.C. I also certify that, to the best of my knowledge and belief, this project is not being designed to include any of the following construction work:

- construction of water mains conveying raw or partially treated drinking water;
- construction of drinking water treatment, pumping, or storage facilities or conflict manholes;
- construction of water mains in areas contaminated by low-molecular-weight petroleum products or organic solvents;
- construction of an interconnection between previously separate public water systems or construction of water mains that create a "new system" as described under subsection 62-555.525(1), F.A.C.; or
- construction of water mains that will remain dry following completion of construction.

(A specific construction permit is required for each project involving any of the above listed construction work.)

Signature, Seal, and Date:	Signature, Seal, and Date:
Printed/Typed Name: Rodney M Honeycutt, PE	Printed/Typed Name:
License Number: 46917	License Number:
Portion of Preliminary Design Report for Which Responsible: 100%	Portion of Preliminary Design Report for Which Responsible:

* *Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers (PEs) licensed in Florida. If this project is being designed under the responsible charge of one or more PEs licensed in Florida, Part III.D of this notice shall be completed by the PE(s) in responsible charge. If this project is not being designed under the responsible charge of one or more PEs licensed in Florida, Part III.D does not have to be completed.*

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Public Works Vehicles and Equipment**

Department/Office: Public Works

Recommended Action:

Approve the issuance of a Purchase Order utilizing Sourcewell Contract No. 112624-KBA for the purchase of a Kubota tractor from Kubota Tractor Corporation in the amount of $78,674.47. Also, approve the use of the City of Tallahassee Contract #5180 and Brevard County Public Entity Purchasing Cooperative ITB No. 25-0271-B-HD for the purchase of the following vehicles: one (1) ¾-ton pickup from Beck Automotive Group in the amount of $66,051.79; one (1) Ford F-350 with crane from Beck Automotive Group in the amount of $113,562.46; one (1) ¾-ton pickup from Cocoa Ford in the amount of $75,352.91; and one (1) Ford F-550 from Cocoa Ford in the amount of $85,126.91.

Summary Explanation & Background:

City Council approved the replacement of the following vehicles and equipment during the budget approval process for FY26:

Description	Budget	Quote	Supplier
3/4 Ton Pickup With Contractor Body	$68,200	$66,051.79	Beck Automotive Group
3/4 Ton Pickup With Enclosed Contractor Body	$68,150	$75,352.91	Cocoa Ford
15,000 lb. Ford F350 Crew Cab With Crane	$167,500	$113,562.46	Beck Automotive Group
15,000 lb. Ford F550 Crew Cab	$88,200	$85,126.91	Cocoa Ford
Kubota Tractor	$64,750	$78,674.47	Florida Coast Equipment, Inc.

To secure the most competitive pricing from various national cooperatives, local cooperative contracts and local vendors, Purchasing and Contracting contacted multiple suppliers, providing detailed equipment specifications for each item and requesting a quote for their best cooperative contract pricing for all eligible equipment they could provide before the end of FY26.

Staff recommends that City Council approve the issuance of a Purchase Order utilizing Sourcewell Contract No. 112624-KBA for the purchase of a Kubota tractor from Kubota Tractor Corporation in the amount of $78,674.47. Staff also recommends approval of the use of The City of Tallahassee Contract#5180 and Brevard County Public Entity Purchasing Cooperative ITB No. 25-0271-B-HD for the purchase of the following vehicles respectively: one (1) ¾-ton pickup from Beck Automotive Group in the amount of $66,051.79; one (1) Ford F-350 with crane from Beck Automotive Group in the amount of $113,562.46; one (1) ¾-ton pickup from Cocoa Ford in the amount of $75,352.91; and one (1) Ford F-550 from Cocoa Ford in the amount of $85,126.91.

Alternatives:
Do not approve and do not purchase the vehicles and equipment

Item Budgeted:
Yes

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

001-5555-513.64-20-Z02608 -	Capital Vehicles/Equipment	$ 66,051.79
401-5555-536.64-00 -	Capital Vehicles/Equipment	$107,577
401-5555-536.64-20 -	Capital Vehicles/Equipment	$245,139.75

Strategic Plan:
Goal 2: Efficient & Effective Services

Strategic Plan Impact:
This action plans for the timely replacement of necessary vehicles and equipment.

ATTACHMENTS:
1. 1615 DIVISION- WATER PRODUCTION UNIT FL38246
2. 1608 DIVISION- WATER FIELD OPS UNIT FL75480
3. QUOTE TITUS F250
4. QUOTE F350 CRANE TITUS
5. City of Titusville M5-111HDC Quotev 06.2026
6. E) 25-0217-B-HD_ (Co-Op) Motor Vehicle Discount Bid
7. Kubota Contract 112624
8. A City of Tallahassee Amendment to Contract 5180 - BECK AUTO SALES, INC. -
9. TALLAHASSEE CONTRACT #5180 SUMMARY - Copy

COCOA FORD INC.
1360 KING ST
COCOA FLORIDA 32922

1615 WATER DIV. WATER PROD

Monday, June 8, 2026
DATE

PURCHASER'S NAME

CITY OF TITUSVILLE

STREET ADDRESS

CITY **STATE** **ZIP** **BUS PHONE**

PLEASE ENTER MY ORDER FOR THE FOLLOWING NEW ☑ USED ☐ SUV ☐ TRUCK ☑ CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
2024	FORD	F550	F5H	WHITE	XL	FL38246
VIN NO.	1FDUF5HT4RDA38246	**MILES**		**SALES REP**	KANE ROBBINS	

PRICE BREVARD COOPERATIVE	$69,507.30	*TRADE-IN INFORMATION*	
TITUS UTILITY BODY-	$15,655.61	MAKE OF USED VEHICLE	
TINTED WINDOWS	$399.00	YEAR	
BODY COATING	$1,450.00	MODEL	
GOVERNMENT PRICE CONCESSION	$1,885.00	VEHICLE IDENT. NO.	
		MILEAGE	
		TRADE VALUE	
SUBTOTAL	$85,126.91	*FLEET SALES INFORMATION*	
ELECTRONIC FILING FEE	$0.00	ORDERING FIN	QB573
DOCUMENTATION FEE	$0.00	END USER FIN	QB573
FLORDIA SALES TAX 6% + 50	$0.00	SALES TYPE	
	$0.00	GPC DISCOUNT	
	$0.00	GPC REF #	
	$0.00	56A/CPA DISCOUNT	
LICENSE, TRANSFER, TITLE HARD PLATE	$0.00	56M DISCOUNT	
EXTENDED SERVICE CONTRACT	$0.00	RETAIL REBATE #	
TOTAL PRICE	$85,126.91	**TAX EXEMPT #**	
CASH DOWN PAYMENT	$0.00		
REBATE	$0.00	**REGISTER TO :**	
TOTAL DOWN PAYMENT	$0.00		
UNPAID CASH BALANCE DUE ON DELIVERY	**$85,126.91**		

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby ***THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS;*** *AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED." TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THERE WILL BE ADDED THE SUM OF $303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS. WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.*

ACCEPTED BY:
PURCHASER'S SIGNATURE
DATE 6/8/2026

ACCEPTED BY:
DEALER OR HIS AUTHORIZED REPRESENTATIVE
DATE 6/8/2026

Cocoa Ford (321) 632-2222

DEALER 24D 523

VIN 1FDUF5HT4RDA38246

		Suggested Retail Price	Invoice Amount
	F559 4X4 CHASSIS CAB DRW/169	57420 00	54549 00
	2024 MODEL YEAR		
Z1	OXFORD WHITE		
AS	MEDIUM DARK SLATE VINYL		
	PREFERRED EQUIPMENT PKG.660A		
	.XL TRIM		
572	.AIR CONDITIONING -- CFC FREE	NC	NC
	.AM/FM STEREO MP3/CLK		
99T	6.7L POWER STROKE V8 DIESEL	10495 00	9551 00
44G	10-SPEED AUTO TORQSHIFT	NC	NC
TGM	225/70R19.5G TRACTION TIRES	190 00	173 00
X4L	4.30 RATIO LIMITED SLIP AXLE	395 00	360 00
68M	PAYLOAD PLUS PACKAGE UPGRADE	1155 00	1051 00
	JOB #2 ORDER		
18B	PLATFORM RUNNING BOARDS	320 00	291 00
	19500# GVWR PACKAGE		
41H	ENGINE BLOCK HEATER	190 00	173 00
41P	SKID PLATES	100 00	91 00
425	50 STATE EMISSIONS	NC	NC
535	HIGH CAPACITY TRAILER TOW PKG	580 00	528 00
65Z	40 GAL AFT OF AXLE FUEL TNK	NC	NC
67X	EXTRA HEAVY SERVICE SUSPENSION	125 00	114 00
86M	DUAL BATTERY	NC	NC
872	REAR VIEW CAMERA & PREP KIT	415 00	377 00
96V	XL CHROME PACKAGE	225 00	205 00
	.FOG LAMPS		
	.REMOTE START SYSTEM		
	TOTAL OPTIONS/OTHER	14190 00	12914 00
	TOTAL VEHICLE & OPTIONS/OTHER	71610 00	67463 00
	DESTINATION & DELIVERY	1995 00	1995 00
	TOTAL FOR VEHICLE	73605 00	
	FUEL CHARGE		39 30
	CV LOT MANAGEMENT		10 00
	SHIPPING WEIGHT 7475 LBS.		
	TOTAL	73605 00	69507 30

RIA38246

This Invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to
Cocoa Ford **24D523**
1360 West King Street
Cocoa **FL 32922**

Order Type	Ramp Code	Batch ID	Price Level
60	RA14	RM031	435

Ship to (if other than above)

Date Inv. Prepared	Item Number	Transit Days
12 03 24	24-C175	27

Ship Through

Invoice & Unit Identification NO.	Final Assembly Point	Finance Company and/or Bank
1FDUF5HT4RDA38246	OHIO	Ford Motor Credit 000001

HB	Invoice Total	A & Z Plan	D Plan	X Plan	Protected Invoice Amount	AA
1433	69507.30					1074.00

This invoice to be used for the billing of vehicles only

Dealer's copy

Estimate

Titus Trucks

1012 S HOPKINS AVE.
TITUSVILLE, FL, 32780
321-269-6807

COCOA FORD, COCOA FORD
,

Vehicle: 2024 FORD F550
VIN:
Lic Plate:
Stock:
Mileage In: 0
Mileage Out: 0

RO # E-559
Start Date: 6/4/2026
Start Time: 11:47:00 AM
Dept: AUTO - CUS PAY
Comp Date:
Proposed Completion Date:
Intended Payment Method:

Other Authorized Person:
Other Authorized Person Phone:

Customer Request/Description/Complaint

11' Dakota service body for 84" CA Cab chassis trucks. 24K rear hitch. Includes Install, wire adapter install, fuel neck and def neck install.

Labor **Amount**

11' Dakota service body for 84" CA Cab chassis trucks. 24K rear hitch. Includes Install, wire adapter install, fuel neck and def neck install. $1,650.00

Parts		Type	Price	Qty	Amount
	11' Dakota Service Body	N	$10,290.00	1	$10,290.00
7181633	24K SERVICE BODY HITCH KIT	N	$842.10	1	$842.10
			Job Total		$12,782.10

Customer Request/Description/Complaint

Strobe Light Package

Labor **Amount**

Thin 4.5 Inch Amber/Clear Horizontal LED Strobe Light - FRONT & REAR $750.00

• 24 Inch Amber/Clear LED STROBE Light Bar with Wireless Controller - ROOF MOUNT

Parts		Type	Price	Qty	Amount
88930243	24 INCH MODULAR LIGHT BAR	N	$571.11	1	$571.11
8892102	Amber/Clear Dual Color Thin 4.5 Inch Wide LED St	N	$90.15	4	$360.60
			Job Total		$1,681.71

Customer Request/Description/Complaint

Install running boards / side steps

Labor **Amount**

$375.00

Parts		Type	Price	Qty	Amount
	Luverne Truck Equipment (LUV) 415060-401721	N	$472.95	1	$472.95
			Job Total		$847.95

Customer Request/Description/Complaint

Wiring Harness

Estimate

Titus Trucks

1012 S HOPKINS AVE.
TITUSVILLE, FL, 32780
321-269-6807

COCOA FORD, COCOA FORD

,

Vehicle: 2024 FORD F550
VIN:
Lic Plate:
Stock:
Mileage In: 0
Mileage Out: 0

RO # E-559
Start Date: 6/4/2026
Start Time: 11:47:00 AM
Dept: AUTO - CUS PAY
Comp Date:
Proposed Completion Date:
Intended Payment Method:

Other Authorized Person:
Other Authorized Person Phone:

Labor				**Amount**
*MAKES BED PLUG & PLAY TO TRUCK HARNESS, NO CUTTING NECESSARY				$0.00
Parts	**Type**	**Price**	**Qty**	**Amount**
Wiring Harness	N	$89.00	1	$89.00
		Job Total		$89.00

Customer Request/Description/Complaint

INSTALL REVERSE ALARM BEEPER

Labor				**Amount**
				$150.00
Parts	**Type**	**Price**	**Qty**	**Amount**
Back Up Alarm	N	$49.85	1	$49.85
		Job Total		$199.85

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN:

I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED $150.
_____ I REQUEST A WRITTEN ESTIMATE
_____ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $_____ . THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.
_____ I DO NOT REQUEST A WRITTEN ESTIMATE.
SIGNED _____ DATE _____

LABOR CHARGES BASED ON:
___FLAT RATE ___HOURLY FEE ___BOTH APPLY

**This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.

***F.S. 403.718 mandates a $1.00 fee for each new tire sold in the State of Florida.
***F.S. 403.7185 mandates a $1.50 fee for each new or manufactured battery sold in the State of Florida.

Total Labor:	$2,925.00
Total Parts:	$12,675.61
Total Sublet:	$0.00
****Shop Supplies**	$55.00
HAZMAT Charge:	$0.00
Core Charge:	$0.00
Freight Charge:	$0.00
****State Fees:**	$0.00
Subtotal:	$15,655.61
Total Tax:	$0.00
Total Invoice:	**$15,655.61**

Estimate

Titus Trucks

1012 S HOPKINS AVE.
TITUSVILLE, FL, 32780
321-269-6807

COCOA FORD, COCOA FORD

,

Vehicle: 2024 FORD F550
VIN:
Lic Plate:
Stock:
Mileage In: 0
Mileage Out: 0

RO # E-559
Start Date: 6/4/2026
Start Time: 11:47:00 AM
Dept: AUTO - CUS PAY
Comp Date:
Proposed Completion Date:
Intended Payment Method:

Other Authorized Person:
Other Authorized Person Phone:

ESTIMATE/DIAGNOSTIC FEE:
$_____ /OR HOURLY AT $_____ PER HOUR

Payment(s)

Type	Date Paid	Amt Paid	How Paid	Recd By

90 warranty on all parts and labor

Customer Signature

I hereby authorize the above named business to perform the repair work listed above along with necessary materials. You and your employees may operate the above vehicle for purposes of testing, inspection, or delivery at my risk. An express mechanics lien is acknowledged on above vehicle to secure the amount of repairs. Thereto it is understood that this company assumes no responsibility for loss or damage by theft or fire to vehicles placed with them for storage, sale, repair, or while road testing.

COCOA FORD INC.
1360 KING ST
COCOA FLORIDA 32922

1608 DIVISION WATERFIELD FIELD OPS

Monday, June 8, 2026
DATE

PURCHASER'S NAME

CITY OF TITUSVILLE

STREET ADDRESS

CITY **STATE** **ZIP** **BUS PHONE**

PLEASE ENTER MY ORDER FOR THE FOLLOWING NEW ☑ USED ☐ SUV ☐ TRUCK ☑ CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
2024	FORD	F250	F5H	WHITE	XL	FL75480
VIN NO.	1FTBF2AA5REF75480	**MILES**		**SALES REP**	KANE ROBBINS	

PRICE BREVARD COOPERATIVE		$46,775.00	*TRADE-IN INFORMATION*	
TITUS TRUCKS CMG CANOPY BODY		$27,926.91	MAKE OF USED VEHICLE	
TINTED WINDOWS		$399.00	YEAR	
SAFTEY KIT- WEATHERTECH FLOOR		$625.00	MODEL	
GOVERNMENT PRICE CONCESSION		$600.00	VEHICLE IDENT. NO.	
			MILEAGE	
			TRADE VALUE	
SUBTOTAL		$75,125.91	*FLEET SALES INFORMATION*	
ELECTRONIC FILING FEE		$0.00	ORDERING FIN	QB573
DOCUMENTATION FEE		$0.00	END USER FIN	QB573
FLORDIA SALES TAX	6% + 50	$0.00	SALES TYPE	
		$0.00	GPC DISCOUNT	
		$0.00	GPC REF #	
		$0.00	56A/CPA DISCOUNT	
LICENSE, TRANSFER, TITLE	HARD PLATE	$227.00	56M DISCOUNT	
EXTENDED SERVICE CONTRACT		$0.00	RETAIL REBATE #	
TOTAL PRICE		$75,352.91	**TAX EXEMPT #**	
CASH DOWN PAYMENT		$0.00		
REBATE		$0.00	**REGISTER TO :**	
TOTAL DOWN PAYMENT		$0.00		
UNPAID CASH BALANCE DUE ON DELIVERY		**$75,352.91**		

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby ***THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS;*** *AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED." TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THERE WILL BE ADDED THE SUM OF $303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS. WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.*

ACCEPTED BY:
PURCHASER'S SIGNATURE
DATE 6/8/2026

ACCEPTED BY:
DEALER OR HIS AUTHORIZED REPRESENTATIVE
DATE 6/8/2026

Cocoa Ford (321) 632-2222

DEALER 24D523 VIN 1FTBF2AA5REF75480

		Suggested Retail Price	Invoice Amount
	F25H 4X2 STYLESIDE PICKUP/142	44970 00	42721 00
	2024 MODEL YEAR		
Z1	OXFORD WHITE		
AS	MEDIUM DARK SLATE VINYL		
	PREFERRED EQUIPMENT PKG.600A		
	.XL TRIM		
572	.AIR CONDITIONING -- CFC FREE	NC	NC
	.AM/FM STEREO MP3/CLK		
99A	.6.8L DEVCT NA PFI V8 ENGINE	NC	NC
44F	10-SPEED AUTO TORQSHIFT-G	NC	NC
TBM	LT245/75R17E BSW ALL-TERRAIN	165 00	150 00
X3E	3.73 ELECTRONIC-LOCKING AXLE	430 00	392 00
	JOB #2 ORDER		
18B	PLATFORM RUNNING BOARDS	320 00	291 00
	10000# GVWR PACKAGE		
425	50 STATE EMISSIONS	NC	NC
512	SPARE TIRE AND WHEEL	NC	NC
	JACK		
66S	UPFITTER SWITCHES	165 00	150 00
67B	410 AMP ALTERNATOR	115 00	104 00
85S	TOUGH BED SPRAY IN BEDLINER	595 00	542 00
86M	DUAL BATTERY	210 00	191 00
96V	XL CHROME PACKAGE	225 00	205 00
	.FOG LAMPS		
	TOTAL OPTIONS/OTHER	2225 00	2025 00
	TOTAL VEHICLE & OPTIONS/OTHER	47195 00	44746 00
	DESTINATION & DELIVERY	1995 00	1995 00
	TOTAL FOR VEHICLE	49190 00	
	FUEL CHARGE		24 00
	CV LOT MANAGEMENT		10 00
	SHIPPING WEIGHT 5488 LBS.		
	TOTAL	49190 00	46775 00

REF75480

This Invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to
Cocoa Ford 24D523
1360 West King Street
Cocoa FL 32922

Order Type	Ramp Code	Batch ID	Price Level
60	CH29	RK222	435

Ship to (if other than above)

Date Inv. Prepared			Item Number	Transit Days
10	22	24	24-C158	12

Ship Through

Invoice & Unit Identification NO.	Final Assembly Point	Finance Company and/or Bank
1FTBF2AA5REF75480	KENTUCKY	Ford Motor Credit 000001

HB	Invoice Total	A & Z Plan	D Plan	X Plan	Protected Invoice Amount	AA
943	46775.00					708.00

This invoice to be used for the billing of vehicles only

Dealer's copy

Estimate

Titus Trucks

1012 S HOPKINS AVE.
TITUSVILLE, FL, 32780
321-269-6807

COCOA FORD, COCOA FORD	**Vehicle:**	2024 Ford F250	**RO #**	E-563
1360 W King St	**VIN:**		**Start Date:**	6/5/2026
Cocoa, FL, 32922	**Lic Plate:**		**Start Time:**	3:02:00 PM
(321)632-2222	**Stock:**		**Dept:**	AUTO - CUS PAY
	Mileage In:	0	**Comp Date:**	
	Mileage Out:	0	**Proposed Completion Date:**	
Other Authorized Person:			**Intended Payment Method:**	
Other Authorized Person Phone:				

Customer Request/Description/Complaint

CMG CM 98/78 Canopy body with master lock. 60" tall ceiling.

Labor **Amount**

$2,100.00

Parts	Type	Price	Qty	Amount
CM Service Body | 98/78 ML	N	$10,759.00	1	$10,759.00
CPG 98/78 60T CANOPY BOLT-ON TOP	N	$10,732.89	1	$10,732.89
Freight	N	$1,050.00	1	$1,050.00
		Job Total		$24,641.89

Labor **Amount**

4.5 thin Strobe Light Amber/Clear FRONT AND REAR $750.00

24" LED Strobe Light bar

Light bar mount utilizes 3rd brake light, no holes drilled in cab.

Parts	Type	Price	Qty	Amount
Thin 4.5 Inch Amber/Clear Horizontal LED Strobe Li	N	$90.15	4	$360.60
24" LED Light bar Strobe 88930243	N	$583.62	1	$583.62
Roof Light bar mount	N	$151.19	0	$0.00
		Job Total		$1,694.22

Customer Request/Description/Complaint

Fuel neck Supplies
*Includes all parts needed to re-connect fuel neck.

Labor **Amount**

Fuel neck Supplies $0.00
*Includes all parts needed to re-connect fuel neck.

Parts	Type	Price	Qty	Amount
Cab & Chassis Fuel Neck Supplies	N	$399.00	1	$399.00
		Job Total		$399.00

Customer Request/Description/Complaint

Estimate

Titus Trucks

1012 S HOPKINS AVE.
TITUSVILLE, FL, 32780
321-269-6807

COCOA FORD, COCOA FORD
1360 W King St
Cocoa, FL, 32922
(321)632-2222

Vehicle: 2024 Ford F250
VIN:
Lic Plate:
Stock:
Mileage In: 0
Mileage Out: 0

RO # E-563
Start Date: 6/5/2026
Start Time: 3:02:00 PM
Dept: AUTO - CUS PAY
Comp Date:
Proposed Completion Date:
Intended Payment Method:

Other Authorized Person:
Other Authorized Person Phone:

Re install back up camera

Labor	**Amount**
	$150.00
Job Total	$150.00

Customer Request/Description/Complaint

*MAKES BED PLUG & PLAY TO TRUCK HARNESS, NO CUTTING NECESSARY

Labor	**Amount**
*MAKES BED PLUG & PLAY TO TRUCK HARNESS, NO CUTTING NECESSARY	$0.00

Parts	**Type**	**Price**	**Qty**	**Amount**
Wiring Harness	N	$89.00	1	$89.00
Job Total				$89.00

Customer Request/Description/Complaint

Luverne Truck Equipment (LUV) 415060-401721

Labor	**Amount**
Luverne Truck Equipment (LUV) 415060-401721	$300.00

Parts	**Type**	**Price**	**Qty**	**Amount**
Luverne Truck Equipment (LUV) 415060-401721	N	$472.95	1	$472.95
Job Total				$772.95

Customer Request/Description/Complaint

Install Back up Beeper

Labor	**Amount**
Install Back up Beeper	$75.00

Parts	**Type**	**Price**	**Qty**	**Amount**
Back up Beeper	N	$49.85	1	$49.85
Job Total				$124.85

Total Labor: $3,375.00

Estimate

Titus Trucks

1012 S HOPKINS AVE.
TITUSVILLE, FL, 32780
321-269-6807

COCOA FORD, COCOA FORD
1360 W King St
Cocoa, FL, 32922
(321)632-2222

Vehicle: 2024 Ford F250
VIN:
Lic Plate:
Stock:
Mileage In: 0
Mileage Out: 0

RO # E-563
Start Date: 6/5/2026
Start Time: 3:02:00 PM
Dept: AUTO - CUS PAY
Comp Date:
Proposed Completion Date:
Intended Payment Method:

Other Authorized Person:
Other Authorized Person Phone:

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN:

I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED $150.
_____ I REQUEST A WRITTEN ESTIMATE
_____ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $_____ . THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.
_____ I DO NOT REQUEST A WRITTEN ESTIMATE.
SIGNED _____ DATE _____

LABOR CHARGES BASED ON:
___FLAT RATE ___HOURLY FEE ___BOTH APPLY

ESTIMATE/DIAGNOSTIC FEE:
$_____ /OR HOURLY AT $_____ PER HOUR

**This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.
***F.S. 403.718 mandates a $1.00 fee for each new tire sold in the State of Florida.
***F.S. 403.7185 mandates a $1.50 fee for each new or manufactured battery sold in the State of Florida.

Total Parts:	$24,496.91
Total Sublet:	$0.00
****Shop Supplies**	$55.00
HAZMAT Charge:	$0.00
Core Charge:	$0.00
Freight Charge:	$0.00
****State Fees:**	$0.00
Subtotal:	$27,926.91
Total Tax:	$0.00
Total Invoice:	**$27,926.91**

Payment(s)

Type	Date Paid	Amt Paid	How Paid	Recd By

90 warranty on all parts and labor

_____
Customer Signature

I hereby authorize the above named business to perform the repair work listed above along with necessary materials. You and your employees may operate the above vehicle for purposes of testing, inspection, or delivery at my risk. An express mechanics lien is acknowledged on above vehicle to secure the amount of repairs. Thereto it is understood that this company assumes no responsibility for loss or damage by theft or fire to vehicles placed with them for storage, sale, repair, or while road testing.

Beck Ford Lincoln
420 N Palm Ave

Date: 06/10/2026
Name TRACY BAILEY
Organization:
CITY TITUSVILLE

Tallahassee Vehicle Contract # 5180 Quote

CONTRACT END DATE 01/03/2027

Salesperson: Paul Ferschke

QUOTE #COT00537

Code	Qty	Option	Unit Price	Line Total
W2B	1	**2026 FORD F250 CREW CAB 4X4 PICKUP 176'wb**	$ 53,651.68	53,651.68
99A	1	6.7L V8 GAS ENGINE	NC	INC
44U	1	10 SPEED AUTO TRANSMISSION	INC	INC
X3E	1	3;73 ELECTRONIC LOCKING AXLE	INC	INC
18B	1	PLATFORM RUNNING BOARDS	INC	INC
435	1	POWER SLIDING REAR WINDOW	INC	INC
66S	1	UPFITTER SWITCHES	INC	INC
924	1	**PRIVACY GLAS**	INC	INC
96V	1	XL CHROME PACKAGE	INC	INC
TWST	1	TINT WITH STRIP	399.00	399.00
4CRST	1	FOUR CORNER STROOBE LIGHTS (AMBER/WHITE)	899.00	899.00
RDSV9	1	READING SERVICE BODY	10,800.00	10,800.00
WTFL	1	WEATHERTECH FLOOR LINERS (F/R)	289.00	289.00
BALRM	1	BACKUP ALARM	299.00	299.00
RBUSN	1	REAR BACK UP SENSOR SYSTEM	589.00	589.00
YTAG	1	YELLOW TAG	179.00	179.00
				0.00
				0.00
				0.00
				0.00
				0.00

Subtotal	67,105.68
PIGGY BACK	200.00
Subtotal	**67,305.68**
Mark up 2%	**1,346.11**
Trade-In	**0.00**
Delivery	**100.00**
<Concession>	**2,700.00**
TOTAL	**66,051.79**

Please email all Purchase Orders to contractinfo@beckfleet.com
Send hard copes to Beck Auto Group Attn: Jami Curtis PO Box 443, Palatka, FL 32178
Thank you for your business!

This Quote Expires in 30 days

Beck Ford Lincoln
420 N Palm Ave

Date: 06/10/2026
Name TRACY BAILEY
Organization:
CITY TITUSVILLE

Tallahassee Vehicle Contract # 5180 Quote

CONTRACT END DATE 01/03/2027

Salesperson: Paul Ferschke

QUOTE #COT00537

Code	Qty	Option	Unit Price	Line Total
W3B	1	**2026 FORD F350 CREW CAB 4X4 CHASSIS 179'wb**	$ 69,111.76	69,111.76
99T	1	6.7L V8 POWER STROKE DIESEL ENGINE	NC	INC
44U	1	10 SPEED AUTO TRANSMISSION	INC	INC
X3E	1	4.10 ELECTRONIC LOCKING AXLE	INC	INC
18B	1	PLATFORM RUNNING BOARDS	INC	INC
872	1	REAR VIEW CAMERA & PREP KIT	INC	INC
86M	1	DUAL BATTERY	INC	INC
924	1	**PRIVACY GLAS**	INC	INC
96V	1	XL CHROME PACKAGE	INC	INC
TWST	1	TINT WITH STRIP	399.00	399.00
4CRST	1	FOUR CORNER STROOBE LIGHTS (AMBER/WHITE)	899.00	899.00
RDSV9	1	READING CLASSICII SERVICE BODY with STELLAR EC3200 CRANE SPRAY LINED T/B	43,275.00	43,275.00
				0.00
				0.00
				0.00
				0.00
				0.00

Subtotal	113,684.76
PIGGY BACK	200.00
Subtotal	**113,884.76**
Mark up 2%	**2,277.70**
Trade-In	**0.00**
Delivery	**100.00**
<Concession>	**2,700.00**
TOTAL	**113,562.46**

Please email all Purchase Orders to contractinfo@beckfleet.com
Send hard copes to Beck Auto Group Attn: Jami Curtis PO Box 443, Palatka, FL 32178
Thank you for your business!

This Quote Expires in 30 days

Sourcewell
Ground Maintenance, CE, Utility
Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600055337
Nebraska 14777 (OC)
Mississippi 8200067336

M5-111HDC-1 WEB QUOTE #2972059
Date: 6/2/2026 5:03:04 AM
-- Customer Information --
Gantz, Matthew
20539
City of Titusville-Water Reclaim
matthew.gantz@titusville.com
3215673735

Quote Provided By
FLORIDA COAST EQUIPMENT, INC
Stacy Eiben
3030 CUYLER STREET
MIMS, FL 32754
email: seiben@floridacoasteq.com
phone: 3215432483

-- Standard Features --

Kubota

M Series

M5-111HDC-1
4WD, HYDRAULIC SHUTTLE TRANSMISSION & ROPS
* * * EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS * * *

DIESEL ENGINE
Kubota V3800 Direct Injection
3.8L (230 cu. In.) 4 Cyl
EPA Tier 4 Final Compliant
Common Rail Electronic Fuel Injection
Electronic Engine Management
Turbocharged
w/Wastegate and Intercooled
Fuel Tank Capacity: 27.7 Gal
60 Amp Alternator ROPS
80 Amp Alternator Cab
12V 900 CCA Battery
SAE Gross HP: 105.6
Engine Net HP: 100
Max . PTO HP: 89
Cab @ 2600 Engine RPM
ROPS @ 2400 Engine RPM

EXHAUST EMISSION CONTROL TYPE
DPF System (Diesel Particulate Filter)
SCR System

HYDRAULICS / HITCH / DRAWBAR
Open Center Gear Pump
Max. Flow @ Rated Engine Speed: ROPS: 2400 rpm
Cab: 2600 rpm
Power Steering:5.4 gpm
Impl. Flow ROPS: 15.9 gpm
Impl. Flow Cab: 17.0 gpm
Total Flow - ROPS: 21.3 gpm
Total Flow - Cab: 23.1 gpm

REMOTE VALVES
(1) SCD (Self Canceling Detent)
(1) FD (Float Detent) on -1 models (2 Total standard)

3 POINT HITCH & DRAWBAR
Cat II 3-point Hitch
8 Speed Models
@ Lift Points: 7055 lbs
(ASAE) @ 24” Behind: 5181 lbs
12/24 Speed Models
@ Lift Points: 8600 lbs
(ASAE) @ 24” Behind: 7275 lbs
2 External Lift Cylinders
Telescoping Lower Links
Stabilizers
Swinging Drawbar - Straight

POWER TAKE OFF (540)
Live-Independent Hyd. PTO
SAE 1 3/8” Six Spline
540 rpm @ 2205 Eng. rpm
540 rpm @ 2035 Eng. rpm 12/24 speed
540E* @ 1519 Eng. rpm
* if equipped 12/24 Standard

TRANSMISSION
8F/8R Two Range, 4-Speed
12F/12R Two Range, 6-Speed
540/540E
24F/24R Two Range, 6-Speed Hi/Lo
540/540E
24 speed on M5-111 only
Auto 4WD Function
Electro-Hydraulic Shuttle Shift
Clutch - Multi Plate Wet
Planetary Final Drives
Hydraulic Wet Disc Brakes

FRONT AXLE
Hydrostatic Power Steering
2WD: Tubular Steel Beam Telescoping
4WD: Cast Iron, Bevel Gear 55 deg
Planetary Final Drives
Adj. (Rim) Tread Spacing

FLUID CAPACITY
Fuel Tank Capacity: 27.7 gal
DEF Tank Capacity: 3.2 gal
Cooling System: 11 qts
Crankcase: 11.3 qts
Hydraulics/Trans: 15.85 gal

INSTRUMENTS
LCD readout for MPH and PTO rpm
RPM Memory
Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature
Gear Speed Digital Light Indicator
Digital Light Indicator F/R Direction

ULTRA GRAND CAB II
4-post, ROPS Certified
RH & LH Doors
Tinted Glass Doors and Windows
In-roof window
Tilt Steering Wheel
Dual Level Air Conditioning & Heater
Front and Wiper/Washer
Front Sun Visor
Retractable Seat belt
LH & RH Side Mirrors
Radio Ready Cab
Steps, Left and Right Side
Interior Dome Light
12V – 30-Amp 2 Wire Coupler
12V – 3 Pin 30-Amp Coupler
12V - Outlet
Cup Holder
Instructor Seat Ready
Horn

SAFETY EQUIPMENT
Flip-Up PTO Shield

-- Custom Options --

M5-111HDC-1 Base Price:	$81,530.00
Selected Kubota Attachments	
(1) FRONT LOADER /M5-091/M5-111 TRACTORS PNF LA1854-FRONT LOADER /M5-091/M5-111 TRACTORS PNF	$7,992.00
(1) STANDARD VALVE KIT FOR CAB PNF M6902-STANDARD VALVE KIT FOR CAB PNF	$1,377.00
(1) 84" 2 LEVER QUICK COUPLER BUCKET M1815-84" 2 LEVER QUICK COUPLER BUCKET	$1,258.00
(1) REAR WINDOW WIPER KIT W/WASHER M7649-REAR WINDOW WIPER KIT W/WASHER	$323.00
(1) ELECTRIC DEFOGGER KIT/M5 TRA CAB PNF M9119-ELECTRIC DEFOGGER KIT/M5 TRA CAB PNF	$1,053.00
(1) HIGH CAPACITY ALT KIT / M5 CAB TRA PNF M9134-HIGH CAPACITY ALT KIT / M5 CAB TRA PNF	$1,041.00
(1) INSIDE MIRROR KIT FOR M5 CAB TRACTOR PNF M9128-INSIDE MIRROR KIT FOR M5 CAB TRACTOR PNF	$61.00
(1) GRILLE GUARD PNF M6909-GRILLE GUARD PNF	$299.00
(1) M5 CAB BACKUP ALARM KIT M7552-M5 CAB BACKUP ALARM KIT	$399.00
(1) AT&T TELEMATICS MODEM DCU6700-AT&T TELEMATICS MODEM	$490.00
(1) M SERIES TELEMATICS HARNESS M6712-M SERIES TELEMATICS HARNESS	$177.00
Total Kubota Attachments:	$14,470.00
Total Attachments:	$14,470.00
Configured Price:	$96,000.00
Sourcewell Discounts:	
Kubota Items:	($21,120.00)
Total Discount:	($21,120.00)
SUBTOTAL:	$74,880.00
Factory Assembly:	$325.00
Kubota Item Fees:	
Dealer Assembly:	$1,169.67
Freight Cost:	$1,150.00
PDI:	$400.00
Dealer Assembly	$550.00
Delivery	$200.00
Total Unit Price:	$78,674.67
Quantity Ordered:	1
Final Sales Price:	$78,674.67

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

LIGHTING

2 Headlights - Tail lights
4 Hazard Flasher Lights w/ Turn Signals
2 Grille Mounted Worklights
2 Front Cab Halogen Worklights
2 Rear Halogen Worklights

Electric Key Shut Off
Parking Brake
Turn Signals
SMV Sign
7-Pin Electrical Trailer Connector

SELECTED TIRES

sub456
FRONT - 12.4-24 R1W GOODYEAR OPTITRAC
REAR - 18.4-30 R1W GOODYEAR OPTITRAC
Tires and wheels are not included in base tractor.

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.47.31

PROSCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – February 25, 2025

PROCUREMENT SOLICITATION **ITB# 25-0217-B-HD (Co-Op) Motor Vehicle Discount Bid**

☒ (**ITB**) Invitation To Bid	☐ (**ITN**) Invitation To Negotiate	☐ (**PB**) Piggyback
☐ (**RFP**) Request For Proposal	☐ (**RFQ**) Request For Qualifications	☐ (**SC**) State Contract
☐ (**SS**) Sole Source		

REQUESTOR: OPS - Transportation Services **Legal Review Required:** ☐ **Yes** ☒ **No**

Standard Template Used with No Changes: ☒ **Yes** ☐ **No**

Standard Template: ITB

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Beck Auto Sales, Inc. Carl Black of Orlando, Inc. Crown Automotive Management, Inc. SAG Cocoa, LLC dba Cocoa Ford Step Automotive Group Tropical Ford, Inc. TT of Smyrna Beach, LLC	Variable	New Vehicles (Cars, Trucks, SUVs, Vans & Mini Vans, Etc.)
Total	Variable	

☐ **Recurring Contract**	**New Contract Amount**	Variable
☒ **New Contract**	**Previous Contract Amount**	N/A
	Variance	N/A

PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:

The intent of this contract is to provide firm fixed pricing and discounted markup rates for the purchase of new motor vehicles on an as needed basis. The awarded vendors shall supply new motor vehicles at the fixed pricing and discounted markup rates listed in the attached bid tabulation.

The standard ITB template has been used, which does not require legal review.

CONTRACT TERM:

The initial contract term shall commence February 26, 2025 and continue through February 25, 2028 with one (1) optional two (2) year renewal period.

RECOMMENDATION:

It is the recommendation of Rachad T. Wilson, Chief Operating Officer and Dr. Michael Miller, Director, Transportation Services to approve the mentioned ITB with the above listed vendors.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012

TABSHEET
ITB # 25-0217-B-HD
(Co-Op) Motor Vehicle Discount Bid
Janury 21, 2025 at 2:00 PM
Opened By: OpenGov
Reviewed By: Heidi Dotson
This is the tabsheet showing award recommendation pending Board Approval February 25, 2025

Date Solicited: December 2, 2024

Date Opened: January 21, 2025

17,141 Firms Solicited **3,607 MWBE**

33 Planholders **7 Submittals**

	Beck Auto Sales, Inc. 436 North Highway 17, Palatka, FL. 32177 Paul Fesrchke 904-347-7998	Carl Black of Orlando, Inc. 11500 East Colonial Drive, Orlando, FL. 32817 Edgar Massoni 305-781-3661	Crown Automotive Management, Inc. aka, Crown Automotive Group 6001 34th Street North, St. Petersburg, FL. 33714 Seth Edelman 727-939-6606	SAG Cocoa, LLC dba Cocoa Ford 1360 West King Street, Cocoa, FL. 32922 Kane Robbins 321-632-2222, Ext. 4107	Step One Automotive Group 696 Beal Parkway, Northwest, Fort Walton Beach, FL. 32547 Eric Jore 407-234-5116	Tropical Ford, Inc. 9900 South Orange Blossom Trail, Orlando, FL. 32837 Jeremy Swain 407-851-3800, ext. 305	TT of Smyrna Beach, LLC 2375 State Road 44, New Smyrna Beach, FL. 32168 Thomas Mahoney 631-651-1838
Completed Bidder's Acknowledgement	Yes	Yes	Yes	Yes	Yes	Yes	Yes
FL Dept. of State Division of Corporations Number	V52411	L16000041765	P03000151342	L23000239402	L16000045819	858240	L14000058081
Confidential Materials Enclosed	No	No	No	No	No	No	No
Addenda (if applicable)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
References Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Local Business Tax Receipts	N/A	Yes	Yes	N/A	N/A	Yes	N/A
Current W-9	Yes	Yes	N/A	Yes	Yes	Yes	Yes
Proof of Insurance	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Human Trafficking Affidavit	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Certified Business Program Reciprocity Affidavit (if applicable)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Bidder's Statement of Principal Place of Business (if applicable)	Florida	Florida	Florida/Ohio/TN	Florida	Florida	Florida	Florida

Licenses/Certifications (if applicable)			N/A	N/A	N/A	N/A	N/A	N/A	N/A
GROUP 1									
SEDANS & HATCHBACKS									
Item #	**Brand**	***Model**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**
1	**Chevrolet**	**Malibu**	3.50%	4.00%					3.00%
2	**Dodge**	**Charger**	3.50%						
3	**Hyundai**	**Elantra**			2.00%				
4		**Elantra (Hybrid)**			2.50%				
5		**Sonata**			4.00%				
6		**Sonata (Hybrid)**			2.50%				
7	**Kia**	**K4**			2.50%		3.80%		
8		**K5**			2.50%		3.80%		
9	**Nissan**	**Altima**	3.50%		3.80%		3.20%		
10		**Maxima**	3.50%				3.20%		
11		**Sentra**	3.50%		3.80%		3.20%		
12		**Versa**	3.50%				3.20%		
13	**Subaru**	**Legacy**					3.20%		
14	**Volkswagen**	**Arteon**					3.20%		

15	Volkswagen	Jetta					3.20%		
16	Subaru	Impreza					3.90%		
17	Volkswagen	Golf					3.90%		
GROUP 2									
VANS & MINI VANS									
Item #	**Brand**	***Model**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**
18	Chrysler	Pacifica			2.00%		2.90%		
19		Pacifica (Hybrid)			1.80%		2.90%		
20	Ford	Transit Connect Cargo Van						2.50%	
21		Transit Connect Passgr. Wagon						2.50%	
22	Kia	Carnival					3.90%		
23	Chevrolet	Express Cargo Van		4.00%			2.90%		3.00%
24		Express Passenger Van		4.00%			2.90%		3.00%
25	Ford	Transit Cargo Van				0.00%	2.80%	2.50%	
26		Transit Crew Van					2.80%	2.50%	

27		Transit Passenger Van				0.00%	2.80%	2.50%	
28	GMC	Savana Cargo Van					2.90%		
29		Savana Passenger Van					2.90%		
30	Mercedes-Benz	Sprinter Cargo Van			4.00%				
31	Ram	ProMaster Cargo Van			2.50%		2.90%		
32		ProMaster Window Van			2.00%		2.90%		
33	Chevrolet	E-Transit Cutaway		4.00%			3.50%		3.00%
34	Ford	Transit Cutaway				0.00%		2.50%	
35	GMC	Savana Cutaway		4.00%			2.90%		
36	Mercedes-Benz	Cab Chassis			4.00%				
37	Ram	ProMaster Chassis Cab			2.00%		3.20%		
38		ProMaster Cutaway			2.00%		3.20%		
GROUP 3									
SPORT UTILITY VEHICLES									

Item #	Brand	*Model	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %
39	Buick	Enclave	3.00%	4.00%	2.50%		3.10%		
40		Encore	3.00%	4.00%			3.10%		
41		Encore GX	3.00%	4.00%	1.80%		3.10%		
42		Envision	3.00%	4.00%	3.00%		3.10%		
43	Chevrolet	Blazer	3.00%	4.00%			2.90%		3.00%
44		Equinox	3.00%	4.00%			2.90%		3.00%
45		Trailblazer	3.00%	4.00%			2.90%		3.00%
46		Traverse	3.00%	4.00%			2.90%		3.00%
47	Ford	Bronco Sport	3.00%			0.00%	2.80%	2.50%	
48		Edge	3.00%					2.50%	
49		Escape	3.00%			0.00%	2.90%	2.50%	
50		Explorer	3.00%			0.00%	2.70%	2.50%	
51	GMC	Acadia	3.00%	4.00%	2.50%		3.20%		
52		Terrain	3.00%	4.00%	2.50%		3.20%		
53	Hyundai	Kona			2.50%				
54		Palisade			3.00%				
55		Santa Fe			3.00%				
56		Santa Fe (Hybrid)			2.80%				

57		Tucson			3.00%				
58		Tucson (Hybrid)			2.50%				
59	Jeep	Cherokee	3.50%						
60		Compass	3.50%		1.50%		3.30%		
61		Renegade	3.50%						
62	Kia	Niro					3.90%		
63		Seltos					3.90%		
64		Sorento			2.20%		3.90%		
65		Soul					3.90%		
66		Sportage			2.50%		3.90%		
67		Telluride			2.30%		3.90%		
68	Nissan	Kicks	3.50%				3.50%		
69		Murano	3.50%		4.00%		3.50%		
70		Pathfinder	3.50%		4.00%		3.50%		
71		Rogue	3.50%		4.00%		3.50%		
72		Rogue Sport	3.50%				3.50%		
73	Subaru	Ascent					3.90%		
74		Crosstrek					3.90%		
75		Forester					3.90%		
76		Outback					3.90%		

77	Volkswagen	Atlas					3.90%		
78		Atlas Cross Sport					3.90%		
79		Tiguan					3.90%		
80		Taos					3.90%		
81	Chevrolet	Suburban	3.50%	4.00%			2.90%		3.00%
82		Tahoe	3.50%	4.00%			2.80%		3.00%
83	Dodge	Durango	3.50%		2.00%		2.90%		
84	Ford	Bronco	3.50%			0.00%	2.90%	2.50%	
85		Expedition	3.50%			0.00%	2.90%	2.50%	
86	GMC	Yukon	3.50%				2.80%		
87		Yukon XL	3.50%				2.80%		
88	Jeep	Grand Cherokee	3.50%		2.10%		2.90%		
89		Wagoneer	3.50%		2.00%		3.10%		
90		Wrangler	3.50%		2.00%		3.10%		
91	Nissan	Armada	3.50%				3.50%		

GROUP 4									
LIGHT DUTY TRUCKS									
Item #	Brand	*Model	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %
92	Chevrolet	Colorado	3.50%	4.00%			3.90%		3.00%

93	Ford	Maverick	3.50%			0.00%	2.80%	2.50%	
94		Maverick (Hybrid)	3.50%			0.00%	2.80%	2.50%	
95		Ranger	3.50%			0.00%	2.90%	2.50%	
96	GMC	Canyon	3.50%	4.00%			3.90%		
97	Hyundai	Santa Cruz			2.30%				
98	Jeep	Gladiator	3.50%		2.00%		3.20%		
99	Nissan	Frontier	3.50%		2.50%		3.50%		
100	Chevrolet	Silverado 1500	3.50%	4.00%			2.90%		3.00%
101		Silverado 2500 HD	3.50%	4.00%			2.90%		3.00%
102	Ford	F-150	3.50%			0.00%	2.80%	2.50%	
103		F-150 (Hybrid)	3.50%			0.00%	2.80%	2.50%	
104		Super Duty F-250	3.50%			0.00%	2.70%	2.50%	
105	GMC	Sierra 1500	3.50%	4.00%	2.40%		2.90%		
106		Sierra 2500 HD	3.50%	4.00%			2.80%		
107	Nissan	Titan	3.50%		4.00%		3.40%		
108		Titan XD	3.50%				3.50%		
109	Ram	Ram 1500	3.50%		2.90%		2.90%		
110		Ram 1500 Classic	3.50%						
111		Ram 1500 (Hybrid)	3.50%				3.10%		
112		Ram 2500	3.50%		2.90%		2.90%		

GROUP 5									
MEDIUM & HEAVY DUTY TRUCKS									
Item #	**Brand**	***Model**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**
113	**Chevrolet**	**Silverado 3500 HD**	3.50%	4.00%			2.90%		3.00%
114	**Ford**	**Super Duty F-350**	3.50%			0.00%	2.80%	2.50%	
115		**Super Duty F-450**	3.50%			0.00%	2.80%	2.50%	
116	**GMC**	**Sierra 3500 HD**	3.50%	4.00%			2.90%		
117	**Ram**	**3500**	3.50%		3.00%		2.80%		
118	**Chevrolet**	**Silverado 3500 HD Chassis Cab**	3.50%	4.00%			2.90%		3.00%
119		**Silverado 4500 HD Chassis Cab**	3.50%	4.00%					
120		**Silverado 5500 HD Chassis Cab**	3.50%	4.00%					
121		**Silverado 6500 HD Chassis Cab**	3.50%	4.00%					
122	**Ford**	**Chassis Cab F-350**	3.50%			0.00%	2.80%	2.50%	
123		**Chassis Cab F-450**	3.50%			0.00%	2.80%	2.50%	
124		**Chassis Cab F-550**	3.50%			0.00%	2.80%	2.50%	

125		Chassis Cab F-600	3.50%			0.00%	2.90%	2.50%	
126	GMC	Sierra 3500 HD Chassis Cab	3.50%	4.00%			3.20%		
127	Ram	Chassis Cab 3500	3.50%		1.80%		2.90%		
128		Chassis Cab 4500	3.50%		3.50%		2.80%		
129		Chassis Cab 5500	3.50%		3.50%		2.70%		
GROUP 6									
LAW ENFORCEMENT VEHICLES & MOTORCYCLES									
Item #	**Brand**	***Model**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**
130	Chevrolet	Blazer EV Police Pursuit Vehicle (Electric)	3.50%	4.00%			3.20%		3.00%
131		Silverado Police Pursuit Vehicle	3.50%	4.00%			2.90%		3.00%
132		Tahoe Police Pursuit Vehicle	3.50%	4.00%			2.80%		3.00%
133	Dodge	Charger Pursuit	3.50%				2.80%		
134		Durango Pursuit	3.50%		4.00%		2.80%		
135	Ford	F-150 Police Responder	3.50%			0.00%	2.70%	2.50%	

136	Ford	Police Interceptor Utility	3.50%			0.00%	2.20%	2.50%	
137	Ford	Police Interceptor Utility (Hybrid)	3.50%			0.00%	2.20%	2.50%	
138	Chevrolet	Bolt EUV Special Service Vehicle	3.50%				3.10%		
139		Bolt EV Special Service Vehicle	3.50%				3.10%		
140		Silverado Special Service Vehicle	3.50%	4.00%			2.90%		3.00%
141		Tahoe Special Service Vehicle	3.50%	4.00%			2.80%		3.00%
142		Traverse Special Service Vehicle	3.50%				2.80%		
143	Dodge	Durango Special Service	3.50%				2.90%		
144	Ford	Expedition Special Service Vehicle	3.50%			0.00%	2.80%	2.50%	
145		F-150 Special Service Vehicle	3.50%				2.90%	2.50%	
146		F-150 Special Service Vehicle HYB	3.50%				2.90%	2.50%	
147		F-150 Lightning Pro Special Service Vehicle (Electric)	3.50%			0.00%	2.80%	2.50%	
148	Ram	1500 Classic Special Service	3.50%				2.90%		

149	Chevrolet	Express Transport Van	3.50%	4.00%			3.10%		3.00%
150	Ford	E-Transit Prisoner Transit Vehicle (Electric)	3.50%			0.00%	2.90%	2.50%	
151		Transit Prisoner Transport Vehicle	3.50%			0.00%	2.90%	2.50%	
152	Chevrolet	Camaro 1LS, 1LT, LT1, and 1SS Coupes	3.50%						
153	Dodge	Challenger SXT, GT, and R/T	3.50%						
154	Ford	Mustang GT Fsbk & EcoBst. Fsbk	3.50%			0.00%	2.80%	2.50%	
155	Harley-Davidson	Police Electra Glide			4.00%				
156		Police Road Glide			4.00%				
157		Police Road King			4.00%				

Award Key	Primary	Secondary	Tertiary

Docusign Envelope ID: 4AD03627-4402-4E1D-8D64-FF71B01D26A3

MASTER AGREEMENT #112624
CATEGORY: Grounds Maintenance Equipment and Related Attachments
SUPPLIER: Kubota Tractor Corporation

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kubota Tractor Corporation, 1000 Kubota Drive, Grapevine, TX 76051 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

Docusign Envelope ID: 4AD03627-4402-4E1D-8D64-FF71B01D26A3

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:

   a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;

   b) Irrigation and aeration equipment, systems, parts, and installation; and

   c) Beach and waterfront maintenance equipment and accessories.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

   i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

Docusign Envelope ID: 4AD03627-4402-4E1D-8D64-FF71B01D26A3

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

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"Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of

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$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

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right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

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xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

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5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

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10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

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maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

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standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Kubota Tractor Corporation
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Paul Manger DB2930A6B34543B...
By: _____	By: _____
Jeremy Schwartz	Paul Manger
Title: Chief Procurement Officer	Title: Executive Director
Date: 1/28/2025 | 7:10 PM CST	Date: 1/28/2025 | 3:12 PM CST

RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name:	Kubota Tractor Corporation
Address:	1000 Kubota Drive Grapevine, Texas 76051
Contact:	Trisha Davis
Email:	trisha.davis@kubota.com
Phone:	817-532-3879
Fax:	888-458-2682
HST#:	9 5 2 8 0 1 5 1 3

Submission Details

Created On:	Tuesday October 22, 2024 13:18:58
Submitted On:	Monday November 25, 2024 13:26:15
Submitted By:	Michael Bond
Email:	michael.bond@kubota.com
Transaction #:	6c8c299d-1c2e-4d96-808b-702dddc44484
Submitter's IP Address:	209.249.99.117

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Kubota Tractor Corporation	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes - Kubota Tractor Corporation	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Kubota Tractor Corporation	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Provide your NAICS code applicable to Solutions proposed.	423820 others apply as well	
6	Proposer Physical Address:	1000 Kubota Drive Grapevine, TX 76051	*
7	Proposer website address (or addresses):	www.kubotausa.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Paul Manger Executive Director 1000 Kubota Drive, Grapevine, TX 76051 Paul.Manger@kubota.com (817) 756-1171	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Trisha Davis National Accounts Gov't Specialist 1000 Kubota Drive; Grapevine, TX 76051 Trisha.Davis@kubota.com (817) 876-5819	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Adams Manager, National Accounts Sales 1000 Kubota Drive; Grapevine, TX 76051 Mark.Adams@kubota.com (630) 488-8001	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Who Kubota is, and will continue to be, is summed up in this statement - We are dedicated to food, water, and life. Kubota Corporation was established in 1890 as a metal casting business. When cholera was spreading through Japan, Kubota began mass domestic production of the nation's first cast iron pipes to help people avoid the disease. The company's founder Gonshiro Kubota believed, "Products that help the country prosper cannot be born without pouring all of your knowledge and soul into its development." He also believed, "Our products should not only be technically excellent, but also useful for the good of society." Inheriting these philosophies, the company has always stood up to social issues. Kubota Corporation developed agricultural machinery to combat the food shortage in post-war Japan, and established water and waste management, as well as an urban infrastructure development business to deal with the rapid economic growth of the country. Starting at the turn of the century, Kubota Corporation began expanding its global operations. In 2021, overseas revenue ratio reached 78%, spanning 120 countries and regions around the world where it is tackling sophisticated local climate and environmental challenges. Currently, Kubota Corporation treats food, water, and environment as one business area that leverages each other and is developing new solutions to combat the challenging and complex issues. In 1972 Kubota established the first overseas tractor sales base in the United States As Kubota had been approached by the American company Ford about the OEM supply of small tractors in 1967, it had been decided to enter the North American market with its own brand. The demand there was overwhelmingly for petrol engines, but Kubota had completed a multi-cylinder, lightweight and compact engine that overcame the problems with diesel engines, so it decided to limit exports to these diesel products. The company's compact diesel tractors were highly rated as having a performance and usability in line with larger models, and they became established in the American market, with over 2,000 sold in 1972. The company therefore created the Kubota Tractor Corporation (KTC) in Compton City, California, as a joint operation with the Marubeni Corporation, an export partner. KTC acted as a sales base and greatly expanded the market for the products. In 1974 In order to rebuild the company's construction machinery business, a decision was made to focus on compact vehicles, and the organization, production bases and sales system were all renewed. The KH1 fully-rotating mini back-hoe (compact pneumatic shovel) was completed in 1974, and would become the base machine for the company. In the latter half of the 1970s, the opportunities for the use of the mini back-hoe increased as there was an increase in small-scale construction work ordered by local authorities and urban-style construction for the improvement of the living environment. As Kubota had been first in the market, the sales volumes rose steadily. In 1979, a new construction machinery division was created to bring together the technology, sales and manufacturing of the products. For a full selection of Kubota literature please referee to KubotaUSA.com and kubotaengine.com for up to date history and product knowledge.	*

12	What are your company's expectations in the event of an award?	Kubota Tractor Corporation is honored to have served our Sourcewell partnership and its prospective members who have purchased our Kubota equipment through Sourcewell since 2012. Kubota expects to meet and exceed the expectations of Sourcewell members for products, services, and support. Kubota will position Sourcewell as our first and best solution for cooperative purchasing. Our dedicated National Account Manager for Municipal and Business Development makes our Sourcewell contracts a focus for sales growth throughout the United States. Kubota is committed to supporting Sourcewell members wherever they are located at a level that meets and exceeds their expectations. Kubota has an extensive array of dealer training tools to support continued growth. Sourcewell member aftersales support, and marketing direction to ensure success. We will engage our 1,100 dealers to promote our contract, and support Sourcewell members to the greatest extent possible. Kubota will engage government entities in the adoption of our Sourcewell contract in place of establishing individual government contracts. Kubota and the National Account Team for Municipal and New Business will partner with Sourcewell for marketing materials and trade show support. Kubota looks forward to attending and supporting Sourcewell "Get to Know Us" forums and will encourage dealer participation to understand the value of contract purchasing with Sourcewell members. Kubota will incorporate all Sourcewell marketing materials, resources, and tools (e.g. training videos, Talking Tactics, Webinars, etc.) into dealer education and business development. Lastly, Kubota's expectations are when Sourcewell members reach out to their local Kubota dealer, the dealer knows who they are and how they can help. Kubota's expectations in the event of an award would be to focus on customer needs and continued growth across all our governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Kubota dealer network of over 1,100 plus dealers. If awarded, we will send out an internal Dealer Bulletin to our entire dealer network and Kubota salesforce, applicable to governmental, introducing the contract along with ways to train our salesforce, market and grow the contract. We are looking forward to this exciting opportunity to further grow our Kubota business and serve member needs together with our Dealer Network in the new RFP 112624 - Grounds Maintenance Equipment and Related Attachments. If awarded, we will be able to offer a wide array of equipment to fit the needs of Sourcewell members.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Financial information has been uploaded. These documents include general information such as Dunn and Bradstreet number, and federal ID numbers. As well as more specific financial information such as creditors and banking information.	*
14	What is your US market share for the Solutions that you are proposing?	Kubota Tractor Corporation considers its market share data to be proprietary information. While we do not publicly release market share information, Kubota Tractor Corporation holds a top-level market share position across our entire product portfolio's in the US.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Kubota Tractor Corporation considers its market share data to be proprietary information. While we do not publicly release market share information, Kubota Tractor Corporation holds a top-level market share position across our entire Ag & Turf product portfolio in Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No, Kubota Tractor Corporation has never petitioned for bankruptcy protection.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Kubota Tractor Corporation is a United States licensed Distributor and marketer of Kubota Japan (KBT). We are supported by our 1,100 plus dealer network which is independent of Kubota Tractor Corporation. Our dealers are independently owned companies who are able to support a wide variety of customers, markets, and product support including technical, parts, service, and onsite warranty work. Our dealerships have been proudly transacting and serving Sourcewell customers for many years,and look forward to a continued and prosperous partnership under this RFP. Our Kubota dealers are very experienced in properly quoting and transacting Sourcewell bids,and have formed many long - term relationships over the years with the Sourcewell purchasing entities. We at Kubota Tractor Corporation are fully authorized by Kubota Japan to transact on their behalf as their fully authorized USA distributor. Kubota also has a dedicated full time staffed government department to represent all governmental needs.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Kubota maintains all licenses and certifications necessary to conduct business in the U.S. and Canada. Our commitment to environmental excellence is witnessed in achieving our SO 14001 environmental certifications. SO 14001 certification has been achieved at all domestic sites and 14 production sites in Japan. ISO 14001 certification is an environmental certification issued by the International Organization for Standardization. Additionally, all divisions have achieved SO 9001 certification. 24 Kubota Group companies whose primary operation is manufacturing have acquired certification. Certifications demonstrate Kubota s commitment to excellence in quality and design, development, and environmental sustainability. Some examples include employing DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence. It is these kinds of actions that result in Kubota's operational excellence and our certifications
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None - Not Applicable
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	CSS Design Awards is one of the top three global web design awards alongside FWA (Favorite Website Awards) and awards. Judges from around the world evaluate websites on three categories: Ul Design, UX Design, and Innovation. Kubota's Kubota Future Cube was ranked eighth out of 365 entries for 2022's Website of the Year. Furthermore, the cutting-edge website was awarded the Best Innovation award. Kubota is the first Japanese company to receive the annual award from CSS Design Awards. #1 selling compact excavator in the world for 18 years; #1 selling sub-compact tractor in the US; #1 rated reliability and durability by Progressive Farmer; Highest resale value for select construction equipment. Kubota Tractor Corporation has beefed up its compact tractor lineup with four new models. The company announced the addition of a new LX20 Series, with the LX3520 and LX4020 as the first two entrants. It also is expanding its popular LO2 Series, with the introduction of the L2502 and L4802. The two models added to the LX20 Series offer a multitude of improvements. Along with new horsepower offerings of 35 and 40, both are available in a factory-installed cab or ROPS configuration. A "special utility," or SU, model cab option is available for the LX3520. 2023 - U10-5 Rental Equipment Register, Innovation Award, 2023 - CE Attachments Concrete Contractor: Top Product Award, 2023 (plate compactors)-F3710 Front Mount Mower Landscape Business: 20 for 2023 Award, - F3710 Front Mount Mower Green Industry Pros: Editor's Choice Award2022 - L47 TLB: Equipment Watch: Highest Retained Value Awards, 2022 - U10-5 Landscape Business: 20 for 2022 Awards, 2022 - U10-5 Green Industry Pros: Editor's Choice Awards, 2022 - U10-5Rental Magazine: Editor's Choice Awards, 2022 - U10-5 Equipment Today: Contractor's Top 50 New Products, 2022 - U10-5 Construction Equipment: Top 100 New Products, 2022 - U10-5 Compact Equipment: Innovative Iron Awards, 2022 - K008-5 Green Industry Pros: Editor's Choice Awards, 2022 2021 - SSV Series: Equipment Watch: Highest Retained Value Awards, 2021 - SVL97-2 Equipment Today: Contractor's Top Products, 2021 - SVL97-2 Rental Magazine: Editor's Choice Awards, 2021

		- KX057-5 Rental Magazine: Editor's Choice Awards, 2021 - KX057-5 Construction Equipment: Top 100 New Products, 2021 - U55-5 Rental Magazine: Editor's Choice Awards, 2021 - U55-5 Construction Equipment: Top 100 New Products, 2021 - RTV-520 Pro Tools Review: Innovation Awards, 2021 - SZ Series Landscape Business: 20 for 2021 New Product Awards, 2021 - SZ Series Green Industry Pros: Editor's Choice Awards, 2021 - Z422 Zero Turn Mower Pro Tools Review: Innovation Awards, 20212020 - SZ Series Pro Tools Review: Innovation Awards, 2020 - SVL65-2 Rental Equipment Register: Innovative Product Awards, 2020 - SCL1000 Landscape Business: 20 for 2020 New Product Awards, 2020 - SCL1000 Construction Equipment: Innovative Iron Showcase, 2020 - SCL1000 Construction Equipment: Top 100 New Products, 2020 - SCL1000 Green Industry Pro's: Editor's Choice Awards, 2020 - SCL1000 Rental Magazine: Editor's Choice Awards, 2020 - SCL1000 Equipment Today: Contractor's Top 50 New Products, 2020 - CE Attachments Construction Equipment: Attachments Awards, 2020 - RTV-XG850 Sidekick Pro Tools Review: Innovation Awards, 2020 2019 - U35-4: Equipment Watch: Highest Retained Value Awards, 2019 - SVL65-2 Equipment Today: Top 50 New Products, 2019 - SVL65-2 Rental Equipment Register: Innovative Product Awards, 2019 - SVL65-2Rental Magazine: Editor's Choice Awards, 2019 - SZ Series Green Industry Pros: Editor's Choice Awards, 2019 - B01 Series Construction Equipment: Top 100 New Products, 2019 2018 - SVL Series: Equipment Watch: Highest Retained Value Awards, 2018 - RTV-XG850 Sidekick Equipment Today: Contractor's Top 50, 2018 - RTV-XG850 Sidekick Compact Equipment: Innovative Iron Awards, 2018 - RTV-XG850 Sidekick Construction Equipment: Top 100 New Products, 2018 - RTV-X1120 Construction Equipment: Top 100 New Products, 2018 By Product Line: ZD Series - ZD Series mowers rank as the number one selling diesel zero-turn mower series for more than 5 years." - Claim is based on Outdoor Power Equipment Institute market statistics from 2017 - 2021 unit shipments. Z400 Series - "Class-leading speed." - Claim is based on speeds published on company websites as of 11/08/2021 for the following 52"- 54" zero-turn models Gravely Pro-Turn ZX, Scag Patriot, Exmark Radius S Series, Toro Titan HD 2000 Series, Hustler Fastrak SDX, John Deere ZTrak. BX Series- #1 selling sub-compact tractor in the U.S. for over Ten years. Disclaimer: Based on EDA tractor sales data of under 20 horsepower models from 2009 to 2020 -Rated #1 for durability and owner experience - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study. - #1 rated reliability under 100 HP tractors in the USA." Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Report Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. " B series - "#1 rated reliability under 100 HP tractors in the USA." - 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020	*
21	What percentage of your sales are to the governmental sector in the past three years?	Due to Kubota Tractor Corporation's proprietary information, we would prefer not to provide the governmental sector sales volume history of our valued customers. We are a partner who is fully committed to our governmental customer purchase requirements. With our dedicated team we work solely with our government customers and our dealer network as we continue to increase our sales volume in this key segment.	*
22	What percentage of your sales are to the education sector in the past three years?	Due to Kubota Tractor Corporation's proprietary information, we would prefer not to provide the educational sector sales volume history of our valued customers. We are a partner who is fully committed to our educational customer purchase requirements. With our dedicated team we work solely with our educational customers and our dealer network as we continue to increase our sales volume in this key segment.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Kubota holds a variety of state participating addendums. Including but not limited to New York state, Nevada, Kentucky, and Arkansas.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	KTC dealerships individually hold specific GSA and SOSA contracts and act independently in their transactions under these contracts.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Miami-Dade County	Bernalt Velasquez	(305) 794-2051	*
City of Hollywood	Jacques Pierre-Louis	(305) 761-9737	*
Arlington Independent School District	Todd Lane	(214) 435-8368	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Kubota's has over 1,100 dealer locations nationwide as well as our sales force within the Kubota Tractor Corporation National Accounts department. The sales coverage is in place for all 50 states and Canada by both our dealers sales force which averages four sales representatives per location which conservatively averages over 4,000 representatives. Kubota in Canada has 155 dealer locations with similar sales force averages. Additionally, Kubota Tractor Corporation directly employs 51 regional sales managers, five district sales managers, and five division sales managers. The Kubota sales force is essential for educating and instructing dealers in promoting and supporting government, educational,and non-profit entities. This combined sales effort will also drive new Sourcewell member growth and engagement with our Global Major Brand. Kubota dealers are also supported by a network of product sales specialist specific in Agricultural, Construction equipment business development managers, Compact Utility Specialist, Hay Tool Specialist, Turf Field Staff and Utility Vehicle Product and Sales Team Specialist throughout the United States and Canada. All positions are designed to fully support our dealers in market trends, relevant industry updates and sales campaigns, market support and pricing to better position our dealers for sustained sales growth within their regions. The Kubota dealers are all fully authorized sellers on our contract and can quote, accept PO's, and invoice Sourcewell member entities.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	The Kubota dealer network encompasses approx. 500 dealer owners with approx. 1,145 dealer locations throughout the USA. Over 60% of our dealer owners own multiple dealer locations, and average 25 or more years of industry experience.	*
28	Service force.	Kubota places a high level of importance on quality, dependability and service support. Kubota dealers average over twice as many service technicians as sales representatives. Kubota dealers invest heavily in training and recruiting of service technicians, with each averaging 9 service technicians on average. This has resulted in nearly 10,000 certified service technicians across Kubota's dealer network. Many of these have mobile service vehicles as well to service onsite. Kubota's Canadian dealer network has similar averages of service technicians in its 150 plus dealerships. Kubota internally employs approximately 50 field-based technical service representatives to assist the dealer network with ensuring maximum up time and value for Kubota users. Kubota has stringent dealer requirements to provide a strong customer service support and obligations are high. Each dealership is required to have a factory trained service technician on staff at all times. The factory training is facilitated by the Kubota Corporate technical service center in Grapevine, TX. A corporate service training staff ensures dealers have access to, and take advantage of, world-class service training. Every dealer is also required to participate annually in service training school which last multiple days. These requirements ensure Kubota dealers meet our stated service goals and expectations. Kubota also provides training on all equipment within our Kubota University entity who holds an annual training in Florida for both US and Canada dealers in the months of January through February where dealers are allowed to learn about Kubota's products as well as the competitor's equipment.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All of the Sourcewell transactions are handled by our dealer network directly. This allows Sourcewell members the opportunity to interact with their local Kubota dealerships. The local dealers within Kubota are very active members of their local communities, and have strong ties to them. Any purchasing entity that requests quotations from Kubota Tractor is automatically redirected to their local Kubota dealership for follow up, including them gaining an understanding of what the purchasing entity is seeking, including what kind of attachments and accessories it seeks. From there, the dealership is able to build an accurate quote based on what the Sourcewell member has requested. If the Sourcewell member approves of the quotation, our Kubota dealers are well skilled to not only procure the equipment internally, but also very capable in assembling the requested attachments and accessories. Once fully assembled and inspected, our dealers not only provide transportation to the Sourcewell member, but will also assist them with equipment familiarization, maintenance tips, and any other assistance in the safe operation of the equipment. Kubota offers extensive maintenance contracts for those purchasing entities for those who choose it. It allows Sourcewell members to take their equipment to the dealer of their choice to provide routine maintenance at various usage thresholds (50 hours, 100 hours, etc.) Sourcewell members will contact their local Kubota dealers directly for a quote. If Kubota National Accounts are contacted by a Sourcewell member, we assist them in directing them to their local dealer. The local Kubota dealership will provide the Sourcewell member with a Kubota authorized quotation, reflecting the proper discounts on the contract. The quotes are created utilizing the internal quote tool utilized by Kubota, "Build My Kubota (BMK) quote tool.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The customer service aspect of our Sourcewell relationship remains vital to our dealer network. Our dealers work on the front line for KTC by handling customers at a personal level. Our dealer metrics program has been updated for 2025 and will reward our top performing dealers, giving them the incentive to be the best in multiple categories. Beyond our dealers, support is provided by the various departments at KTC. Customer service outlets such as the Technical Service Center, Customer Satisfaction, parts/warranty departments are there to provide Sourcewell a quick solution. Response time during business hours will be typically be immediate, and never to exceed 4 hours.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Kubota will provide full service and support to all Sourcewell members in all 50 states in the US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Kubota Canada Ltd. is able to provide all Sourcewell member full service and support in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Kubota will fully service all geographic areas of the United States and Canada with the proposed Sourcewell Contract.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Kubota will fully service and honor all Participating Entities if awarded under this contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract restrictions to supporting Sourcewell members in Alaska and Hawaii. Kubota has dealers located in both states to support Sourcewell members efficiently.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Kubota is able to provide service to all participating entities including state/county/local government, educational, and non-profit sectors. As a Global Major Brand with a global presence, Kubota is committed to serving all Sourcewell members equally and fully in the US and Canada.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	

37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	This marketing plan leverages Kubota's established reputation, government and educational sector growth, and Sourcewell's cooperative purchasing advantages to attract and retain government, educational, and non-profit clients. 1. Marketing Strategy for Sourcewell Opportunities • Targeted Outreach to Government and Educational Entities: Kubota's marketing approach includes promoting Sourcewell cooperative contracts to government agencies, municipalities, non-profit organizations, and educational institutions to highlight streamlined purchasing processes, competitive pricing, and high-quality equipment that Sourcewell contracts offer. • Local Dealer Involvement and Training: Kubota collaborates with its extensive dealer network to ensure they are knowledgeable about Sourcewell contracts. Dealers are trained to reach out to local government, school districts, and non-profits to showcase the ease and benefits of using Sourcewell contracts for their equipment needs. • Digital Marketing and Online Visibility: Kubota leverages its online platform and digital advertising to target Sourcewell-eligible organizations. This includes informative content on Kubota's website, social media channels, and educational videos on how government and educational entities can benefit from Sourcewell contracts. • Trade Shows and Industry Events: Kubota participates in trade shows focused on municipal, educational, and non-profit sectors, showcasing equipment suitable for these audiences and providing Sourcewell information directly to attendees. • Cooperative Purchasing Webinars: Kubota hosts webinars or partners with Sourcewell to conduct informational sessions aimed at educating prospective buyers on the benefits of cooperative purchasing. This includes case studies of successful implementations in similar entities. 2. Growth in Government, Non-Profit, and Educational Sales • Government Sales Growth: Kubota has seen growth in government sales, driven largely by increased awareness of cooperative purchasing benefits through Sourcewell. This includes increased contracts with municipal maintenance departments for equipment such as mowers, compact tractors, and utility vehicles that support grounds maintenance, landscaping, and snow removal. • Non-Profit Sector Sales: Kubota's partnerships with non-profit organizations have expanded, particularly in sectors needing durable outdoor equipment, like conservation organizations and community development groups. The Sourcewell contract's streamlined process allows non-profits to acquire essential equipment within budget constraints. • Educational Institutions: Kubota has seen increased interest from K-12 schools, universities, and other educational facilities for groundskeeping and facility maintenance solutions. School districts, in particular, benefit from using Sourcewell contracts to purchase mowers, compact tractors, and utility vehicles for campus upkeep. 3. Contracts and Initiatives Supporting Growth • Dedicated Sourcewell Contracts: Kubota's dedicated Sourcewell contract enables eligible entities to access equipment at pre-negotiated rates without a lengthy bid process. This contract has facilitated growth in Kubota's public sector sales by providing a reliable framework for purchasing. • Sustainability Initiatives: Kubota's commitment to environmentally friendly technology has supported growth in the non-profit sector, as organizations increasingly seek eco-friendly options. Kubota promotes its energy-efficient engines and low-emission equipment in marketing materials targeting these sectors. • Community and Educational Support Programs: Kubota has initiated community outreach programs, including partnerships with technical schools and universities. These initiatives not only promote Kubota's equipment but also support educational development in agricultural and construction fields. 4. Messaging and Key Selling Points for Sourcewell-Eligible Entities • Emphasis on Ease and Efficiency of Cooperative Purchasing: Kubota's marketing emphasizes the simplicity and time savings of using Sourcewell contracts, which eliminate the need for a lengthy bid process. • Showcasing Product Reliability and Versatility: Marketing materials emphasize Kubota's reputation for durable, versatile equipment, which is ideal for government and educational needs. Examples include tractors and mowers that can be used across multiple applications, from landscaping to snow removal. • Highlighting Long-Term Value and Service Commitment: Kubota promotes its long-term value proposition by highlighting service plans, genuine parts availability, and extended warranties, which are particularly appealing to budget-conscious government and non-profit buyers.

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Kubota uses a range of digital technologies to support and enhance its Sourcewell marketing efforts, effectively reaching government, non-profit, and educational entities. Through these technology-driven strategies, Kubota enhances its Sourcewell marketing by building awareness, engaging directly with potential buyers, and providing convenient resources for decision-making. This integrated approach improves Kubota's reach and effectiveness in the public and institutional market segments. Here are some key strategies and examples of Kubota's technology-driven marketing efforts: 1. Social Media for Brand Awareness and Engagement • Targeted Content on Social Media Platforms: Kubota actively uses social media channels, including LinkedIn, Facebook, Twitter, and Instagram, to promote Sourcewell opportunities to government and educational entities. LinkedIn, for example, allows Kubota to connect directly with public sector professionals and share relevant posts about cooperative purchasing benefits and case studies of successful Sourcewell partnerships. • Campaigns Highlighting Sourcewell Benefits: Kubota runs targeted ad campaigns focused on Sourcewell contracts, emphasizing the streamlined purchasing process and cost savings. These campaigns may highlight specific equipment suitable for government and educational use (e.g., mowers for school campuses, utility vehicles for municipalities). • Customer Testimonials and Case Studies: Kubota shares posts and videos on social media that showcase real-life testimonials from Sourcewell users in government and non-profit organizations, creating relatable content that resonates with potential buyers. 2. Metadata and SEO to Improve Online Visibility • Optimized Website Content for Sourcewell Searches: Kubota's website content, especially pages related to government and institutional purchasing, is optimized with keywords like "Sourcewell contracts," "government equipment purchasing," and "Kubota cooperative contracts." This helps Kubota rank higher in search results for public procurement professionals looking for relevant information. • Structured Data and Meta Tags: Kubota uses metadata, structured data, and meta tags to provide search engines with clear signals about their Sourcewell offerings. By tagging pages with terms that are commonly searched by municipal and educational buyers, Kubota can increase organic visibility for users researching cooperative purchasing options. • Landing Pages and Conversion Optimization: Kubota has developed specific landing pages that detail the benefits of Sourcewell contracts, making it easy for visitors to access relevant information and connect with a representative. These pages are optimized for conversions, with clear calls to action, contact forms, and interactive tools to locate nearby dealers. 3. Email Marketing for Direct Outreach • Targeted Email Campaigns: Kubota uses email marketing to target Sourcewell-eligible entities, such as government departments, school districts, and non-profits. By segmenting these lists, Kubota can deliver personalized content, like special contract offers, product updates, and case studies showing the impact of Kubota equipment in similar sectors. • Automated Drip Campaigns: Email automation allows Kubota to nurture leads over time. For example, if a government official downloads a Sourcewell brochure, they may enter a series of follow-up emails with information on specific products, dealer contacts, and the benefits of cooperative purchasing. 4. Website and Analytics Tools • Sourcewell Resource Pages with Downloadable Content: Kubota's website features dedicated Sourcewell resource pages that include downloadable PDFs, video case studies, and product catalogs tailored to government and institutional buyers. This content provides valuable information while giving Kubota insights into user engagement through download tracking. • Analytics and Conversion Tracking: Using analytics tools like Google Analytics, Kubota tracks the effectiveness of their Sourcewell-related web traffic, measuring conversion rates, page views, and user flow. This data helps Kubota refine its content strategy to better attract and convert potential Sourcewell buyers. 5. Geotargeting and Digital Ads • Geotargeted Digital Ad Campaigns: Kubota uses geotargeted ads to reach Sourcewell-eligible entities within specific states or regions. These ads highlight the unique advantages of Sourcewell contracts and the equipment suited to local government needs. • Programmatic Advertising: Kubota leverages programmatic advertising to display ads to users who have shown interest in government and institutional procurement. This approach helps Kubota maximize ad spend efficiency by reaching users likely to benefit from Sourcewell opportunities. 6. Webinars and Virtual Demos • Educational Webinars on Sourcewell Contracts: Kubota conducts webinars to explain the Sourcewell contract process, with presentations on cooperative purchasing benefits, equipment overviews, and case studies. These webinars are recorded and hosted on Kubota's website for future access, creating a valuable resource for ongoing engagement. • Virtual Demos of Equipment: Kubota offers virtual demonstrations of equipment well-suited to government, non-profit, and educational uses, such as mowers, tractors, and UTVs. These demos are accessible online, allowing buyers to view equipment capabilities remotely and understand their practical applications in their respective sectors.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Kubota can expect Sourcewell to actively promote their contracts through a variety of established channels and initiatives. Sourcewell has a dedicated team and platform specifically designed to help suppliers reach government, non-profit, and educational sectors. By leveraging Sourcewell's promotional efforts, Kubota can strengthen its sales and marketing processes to maximize engagement and effectiveness.	

Sourcewell's promotional efforts create a strong foundation for Kubota to build upon, providing access to a large network of public sector buyers. By closely aligning Kubota's sales and marketing processes with Sourcewell's channels, messaging, and events, Kubota can increase its market penetration in government, educational, and non-profit sectors. Kubota's proactive use of Sourcewell promotions will reinforce its reputation as a cooperative-friendly supplier, making it easier for public entities to choose Kubota for their equipment needs.

1. Sourcewell's Marketing and Outreach Initiatives

- Website Promotion and Contract Listings: Sourcewell lists Kubota's contracts on their website, which is a central hub for government, education, and non-profit buyers seeking cooperative purchasing options. This exposure helps prospective buyers discover Kubota's offerings and understand the benefits of the contract.
- Email Campaigns to Eligible Entities: Sourcewell conducts targeted email campaigns to promote new and existing contracts to eligible entities. These emails reach municipal, educational, and non-profit organizations nationwide, raising awareness of Kubota's available equipment under Sourcewell.
- Direct Outreach through Representatives: Sourcewell has a team of regional representatives who work directly with public sector organizations to introduce them to new contracts. These representatives can present Kubota's contract to potential buyers, answer questions, and highlight the advantages of cooperative purchasing.
- Trade Shows and Conferences: Sourcewell participates in industry trade shows and conferences where government, educational, and non-profit decision-makers gather. Kubota's Sourcewell contract may be featured in these events, further increasing its visibility.
- Educational Webinars and Training: Sourcewell hosts webinars to educate potential buyers on cooperative purchasing, sometimes inviting suppliers to participate. This provides a valuable platform for Kubota to present its product lineup, demonstrate value, and interact with potential buyers directly.

2. Using Sourcewell's Promotion in Kubota's Sales and Marketing

Kubota can maximize the impact of Sourcewell's promotional efforts by integrating them into their own sales and marketing strategies as follows:

- Link to Sourcewell Contracts in Digital Campaigns: Kubota can link to their Sourcewell contract page from digital campaigns, including social media posts, email marketing, and targeted ads. This direct connection provides immediate access for potential buyers, emphasizing the ease of the cooperative purchasing process.
- Highlight Sourcewell Partnership in Sales Presentations: Sales representatives can incorporate Sourcewell's role and promotional efforts in their presentations to public sector clients. Emphasizing this partnership can assure buyers that Kubota is well-integrated with a respected cooperative purchasing agency, making it a reliable and simplified choice.
- Collaborate on Joint Marketing Materials: Kubota can create joint marketing materials with Sourcewell's brand and logo, highlighting that Kubota equipment is readily accessible under an established cooperative contract. These materials can be distributed at trade shows, conferences, and in digital format, lending credibility to Kubota's public sector offerings.
- Leverage Sourcewell's Trade Show Presence: Since Sourcewell attends major trade shows, Kubota can work with Sourcewell representatives to ensure that their booth and promotional materials feature Kubota's equipment prominently. Kubota's team can also attend these shows, using Sourcewell's presence as a strategic advantage to connect with more leads.
- Incorporate Sourcewell Testimonials and Case Studies: Sourcewell's direct outreach may result in testimonials or case studies from satisfied buyers in government, educational, or non-profit sectors. Kubota can incorporate these testimonials into its marketing collateral, showcasing real-world examples of successful Sourcewell purchases to build trust and demonstrate proven benefits.

3. Process Enhancements to Align with Sourcewell Promotion

- Streamline Sales Training on Sourcewell Benefits: Kubota should train its sales team extensively on the benefits and process of Sourcewell contracts so they can confidently discuss the cooperative purchasing option with prospects. This will enhance sales readiness and ensure representatives can answer any questions buyers may have about Sourcewell.
- Use Sourcewell Contract as a Selling Point: Emphasizing Sourcewell's streamlined purchasing process as part of Kubota's value proposition can speed up sales cycles and help prospects understand the simplicity of acquiring Kubota equipment.
- Track Leads from Sourcewell Channels: By closely tracking leads that originate from Sourcewell promotions (e.g., inquiries from Sourcewell's website or trade shows), Kubota can evaluate the effectiveness of this partnership and refine its strategy based on the data.

4. Collaborative Events and Campaigns

- Join Sourcewell in Webinars and Educational Sessions: Kubota can co-host or participate in Sourcewell's webinars and educational sessions, offering direct insights to potential buyers. By showcasing their expertise and specific product offerings in these forums, Kubota can build rapport with a wider public sector audience.
- Coordinate Seasonal Campaigns with Sourcewell: Kubota can plan seasonal campaigns (e.g., promoting snow removal equipment in winter) in coordination with Sourcewell's outreach to maximize visibility. These campaigns can highlight relevant products, demonstrate their application in municipal and educational settings, and align with seasonal needs.

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-Procurement Access for Sourcewell Members Kubota works with its dealers and partners to ensure that Sourcewell members can order through e-procurement platforms, allowing for an efficient and compliant purchasing experience. Kubota products are accessible to Sourcewell members through authorized dealers who support various e-procurement platforms. This approach aligns with Kubota's focus on streamlined cooperative purchasing, allowing government and institutional buyers to complete purchases with ease and compliance through the systems they commonly use. Here's how this typically functions: 1. Dedicated Sourcewell Contract Platform: Kubota's Sourcewell contract details are available on the Sourcewell website, which links directly to Kubota's authorized dealer network. This network facilitates ordering for Sourcewell members by providing transparent pricing and pre-negotiated terms. 2. Integration with E-Procurement Systems: While Kubota does not have a direct e-commerce site, many of Kubota's authorized dealers and suppliers are integrated with various public-sector e-procurement platforms used by Sourcewell members, such as ProcureNow or OpenGov. Through these systems, Sourcewell members can browse Kubota equipment options, review pricing, and place orders with ease. 3. Simplified Quote and Purchase Order Process: For Sourcewell members, Kubota's streamlined purchasing process includes the ability to request quotes and complete purchase orders directly with authorized dealers. These dealers handle all necessary paperwork and contract compliance with Sourcewell terms, providing a simplified experience. 4. Support for Cooperative Purchasing Platforms: Kubota's dealers also provide direct support for cooperative purchasing platforms, guiding Sourcewell members through any specific procurement steps. This includes assistance with purchase orders, invoicing, and contract compliance, all compatible with the e-procurement systems preferred by public sector entities. 5. Future E-Procurement Advancements: Kubota continues to explore additional ways to facilitate e-procurement for Sourcewell contracts. For example, some dealers are actively working toward creating more seamless online ordering solutions, including online product catalogs and virtual ordering portals tailored to Sourcewell members' needs.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Kubota Tractor Corporation and your local Kubota dealer are dedicated to delivering exceptional service to meet your needs. Our dealer technicians are connected to a state-of-the-art online Service Center, granting them access to vital technical information. They also undergo extensive hands-on training from factory-certified instructors to enhance and maintain their expertise. We pride ourselves on providing timely and accurate diagnostics and repairs whenever necessary. Training is available for all products listed in this contract through our dealer network, tailored to each member's current knowledge and needs. Operator training is included with the delivery of every product, and more advanced training options can be requested. Additional on-site training can also be arranged and discussed with dealers, potentially included as a separate line item in a Sourcewell member quote. Additionally Kubota will be instituting a national accounts training program geared towards assisting Sourcewell entities on Kubota diagnostic, service, and warranty processes. The MyKubota app is a free tool available on iOS and Android through the Apple App Store and Google Play Store. It offers features like equipment tracking, browsing compatible attachments, and more. KubotaNOW Telematics provides advanced reporting and insights for select equipment models, enhancing customer awareness of their machinery's performance, with costs varying by equipment type. You can also purchase Kubota On Board Diagnostic Software, repair manuals, and specialized tools through your local dealer for self-diagnosis and repair of your equipment.	*
42	Describe any technological advances that your proposed Solutions offer.	Kubota is dedicated to crafting solutions that herald a new era in agriculture, providing enhanced value and inspiration to all participants across various scales of the industry. With a steadfast commitment to innovation, the company continually refines its products. As information and communications technology (ICT) significantly reshapes societal and economic structures both domestically and internationally, Kubota is pioneering precision farming techniques that leverage ICT. In Japan, the agricultural sector grapples with a declining and aging labor force, alongside the pressing need to improve cost-effectiveness and production efficiency. The traditional reliance on the expertise of seasoned farmers and intuitive practices has become increasingly untenable. Consequently, there is considerable optimism surrounding the potential of data-driven management approaches that scientifically analyze and visualize agricultural processes, positioning them as a vital force for the industry's future.	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	The Kubota Group aspires to enhance its value by contributing to societal advancement and environmental sustainability, particularly within the realms of food, water, and environmental management. As part of our commitment, we prioritize environmental conservation as a core tenet of our business strategy, undertaking the following initiatives: 1. Commitment to a Decarbonized Society (1) The Kubota Group is dedicated to achieving net-zero greenhouse gas emissions across our value chains by 2050. We will also transparently report on our efforts to reduce emissions across Scopes 1, 2, and 3. (2) By 2025, our global production facilities aim to reduce CO_2 emissions per production value by at least 25% compared to 2014 levels. (3) Additionally, we target an 18% reduction in energy consumption per production value by 2025, compared to 2014 benchmarks. (4) Our facilities will increase renewable energy usage to at least 1% of total electricity consumption by 2025. (5) For our Japanese operations, we have set a long-term goal of reducing CO_2 emissions by 30% by 2030, based on 2014 levels. (6) To meet these goals, we are leveraging cutting-edge technologies to enhance the efficiency of production equipment, HVAC, and lighting systems; adopting cleaner fuels; improving building insulation; monitoring and minimizing energy use; capturing waste heat; and implementing solar and green electricity solutions. (7) In alignment with our global mission, we will quantify our greenhouse gas reduction impacts and share this data with stakeholders worldwide. This information aims to promote decarbonization by encouraging the adoption of eco-friendly products, services, and technologies. Our efforts include improving fuel efficiency in agricultural and construction machinery, advancing smart agriculture through robotics and ICT, and developing decarbonized energy solutions, including electrification, hybridization, and fuel cell applications. (8) Finally, we endorse the recommendations of the TCFD (Task Force on Climate-related Financial Disclosures) and actively disclose our climate-related strategies and progress. Through these initiatives, the Kubota Group is determined to drive meaningful change toward a sustainable, low-carbon future for the communities we serve. 2030 Targets: Reduce CO2 emissions from the Kubota Group by 50% compared to the base year FY2014; In FY 2023, CO2 emissions of the Kubota Group were reduced by 28% compared to the base year FY2014. In FY 2023, Kubota designated 37 new Eco-Products, bringing the sales ratio of Eco-Products to 70.1% globally.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Kubota Group Environmental Charter: -The Kubota Group aspires to create a society where sustainable development is possible on a global scale. -The Kubota Group contributes to the conservation of global and local environments through its environmentally friendly operations, products, technologies, services, and global activities. The following are a select few products that where certified as Eco-Products in 2023: -M5002 Series: Compliant with exhaust gas regulations(North America) -LX2620: Compliant with exhaust gas regulations(North America) -M7 Series: Compliant with exhaust gas regulations(North America) -RTV-X: Compliant with exhaust gas regulations(North America) -RTV-X1130: Compliance with RoHS -SVL 75-3: Compliant with exhaust gas regulations(North America) -Diesel Engine EP-2309: Fuel consumption reduced by 12%	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Kubota’s advanced and reliable engines offer exceptional horsepower and performance with low noise, vibration, and outstanding fuel efficiency. Anti-Theft System: The engine can only be started with “programmed keys.” Even if a key has the same shape, it won’t start the engine unless it’s properly programmed. If an unprogrammed key is used, the anti-theft alarm will activate and continue until a programmed key is inserted and the engine is started. Auto Idling System: Save fuel with Kubota’s Auto Idle feature, which automatically lowers engine RPM when full power isn’t needed. After four seconds of inactivity with the control levers in neutral, the engine idles. Moving any control lever will instantly restore the engine to full RPM. This feature reduces noise and emissions, enhancing operational efficiency. Eco Plus: Kubota’s unique ECO PLUS feature maximizes fuel efficiency and supports environmental responsibility. With a simple switch, you can activate ‘Eco Mode’ for enhanced fuel savings over the standard mode.	*
46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	Safety is a top priority at Kubota. All machines come from the factory with Roll over protection system(ROPS), Seatbelt, OPC/Neutral safety switches, and any other necessary safety equipment to keep the operator safe. Seat belts are an integral part of any ROPS and should always be used. However, the seat belt should not be used when a foldable ROPS is down or a fixed ROPS is removed. All PTO shafts feature a safety guard and should be used at all times. The Anti-Stall system and other stability assistance features ensure the smooth operation of the machine. New models, such as the LX3310, feature enhanced noise reduction with improved window seals and the 4-pillar design with rounded glass offers more space and panoramic views of your surroundings. Kubota also offers various safety option kits such as backup/travel alarms, lights, etc. to further workspace safety.	

47	Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	The BX2380 and BX2680 models feature a deluxe operator's station, equipped with tilt steering and a high-back seat with armrests, creating a comfortable operator experience that transforms any chore into an enjoyable task. Meanwhile, the LX20 Series' factory-installed cab enhances year-round comfort, providing premium amenities such as air conditioning, heating, front LED headlights, and work lights. Its wide, spacious flat deck, reclining high-back suspension seat with armrests, tilt steering, and cruise control ensure that operators remain at ease. Additional features include telescopic stabilizers, mid and rear PTO, an integrated loader joystick, and intuitive, color-coded controls. The SCL1000 model offers a 4.3" color LCD monitor with keyless start, passcode protection, and consolidated machine monitoring with service reminders, making it easy to keep the equipment in top condition. A convenient 12-volt charging port comes standard. The patented T-drive handle delivers intuitive, ergonomic steering, while hydraulic pilot-operated loader and drive control valves ensure precise, responsive operation. In the SVL Series, operators enjoy a spacious cab with a luxurious, adjustable full-suspension seat and ample legroom, designed for comfort and convenience. This is reflected in the SVL 97-3 that contains a one piece cab that reduces dust collection in the cab, reduces decibels within the cab, and allows for easy clean out. Lastly for excavator operators, the KX033-4 model offers a redefined experience with a larger entrance, more legroom, and enhanced ergonomics that make routine tasks simpler. Its refined cabin combines functionality and comfort, setting a new standard in operator satisfaction. Finally, the RTV product line has received notable enhancements with the release of the new 2025 RTV-X series. This updated series now features a redesigned T-handle parking brake, strategically positioned to the left of the steering wheel for improved accessibility and ease of use. Additionally, the headrest has been refined, offering a fresh upgrade to enhance comfort and support.
48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	Kubota offers three core solutions—Pure Engine Solutions, Hybrid Solutions, and Fuel Solutions—each uniquely designed to advance carbon neutrality. Pure Engine Solutions aim to enhance the fuel efficiency of existing engines. A notable example is the D902-K, an electronically controlled small engine, which entered mass production in 2022. It utilizes Kubota's proprietary combustion system, TVCR, which incorporates a common rail electronic control system typically found in larger diesel engines, adapted specifically for smaller engines. This technology minimizes black smoke emissions, reduces fuel consumption, and maintains a compact engine design. Hybrid Solutions integrate an engine with an electric motor to optimize performance. In scenarios requiring immediate high output and load, the electric motor supplements the engine's power, allowing a smaller engine—such as a 2.4L or 1.8L class—to replace a 3L class engine. This approach promotes downsizing and greater fuel efficiency. Fuel Solutions focus on alternative fuels to reduce reliance on fossil fuels. For example, the D1105-K engine runs on hydrotreated vegetable oil (HVO), a fuel produced by introducing hydrogen to vegetable oil. As plants, the source of HVO, absorb CO_2 while growing, this fuel essentially offsets the CO_2 released during combustion, making HVO-compatible engines a sustainable, carbon-neutral solution. In addition, Kubota is developing hydrogen-fueled industrial engines, drawing on its long standing expertise. These engines emit no CO_2 during combustion, marking a significant step toward decarbonization. Kubota is also committed to sustainable manufacturing by utilizing recycled materials in engine components. Ductile iron pipes, fittings, and various machine-cast products—such as crankcases, cylinder heads, and transmission cases—are produced primarily from recycled scrap iron, sourced both internally and externally. The recycling process effectively removes impurities, preserving the quality of the iron. As part of Kubota's Medium-Term Environmental Conservation Targets for 2025, the company aims to maintain a recycled material usage rate of at least 70%, promoting sustainability in production. (**See supporting documents for more information**)
49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	Kubota's dealer network ensures efficient access to parts and service, enabling timely support for all machines. Dealers are equipped with KPAD and a streamlined parts ordering system to enhance order processing speed. Additionally, with the integration of Smart Supply in select partner dealerships, Kubota aims to proactively stock high-demand parts—helping dealers maintain inventory before shortages arise. For any questions or assistance with parts ordering, Kubota offers dedicated technical support through our divisional offices. *For details on warranty information, please refer to the supporting documents.*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Kubota Tractor Corporation fully supports all Women- and Minority-Owned Business Enterprises (WMBE) and Small Business Enterprises (SBE). However, as a subsidiary of Kubota Japan, we do not currently track this information internally. Nonetheless, we remain fully committed to supporting these businesses.	*
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	In regards to MBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
52		Women Business Enterprise (WBE)	◉ Yes ○ No	In regards to WBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	In regards to DOBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	Even though Kubota is not a VBE Kubota strives to help the veteran community whenever possible. Most recently reflected with a partnership with Boot Campaign, designed to help and support military families.	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	In regards to SDVOB Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
56		Small Business Enterprise (SBE)	○ Yes ◉ No	In regards to SBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	In regards to SDB Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	In regards to WOSB Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Kubota Tractor Corporation payment terms of sale are net thirty days and accepted payments may vary based on individual dealer network. The standard is cash typically by check or ACH payment, P-Card or Business credit card as well as finance and lease options via Kubota Credit Corporation (KCC).	*

60	Describe any leasing or financing options available for use by educational or governmental entities.	Kubota offers financing and leasing options to Sourcewell members through Kubota Credit Corporation (KCC). The target customer base of Sourcewell are municipal/government customers, educational and non-profits and for those type customers we only offer stamdard lease options. This special language in our lease agreements allow the entity to exit the lease if the government cuts funding for the project, and this is essential as this type of customer only approve budgets yearly and therefore need this language. When we talk about our municipal leases, we have two options. First let's discuss the Full Payout lease. This is like a loan, the customer makes regular payments and then at the end owns the equipment for $100. This is the option for the customer looking to own it at the end like a loan. The second option is the FPPO (Fixed Purchase Price Option) lease. This option gives the customer a lower payment and then at the end of the term, the customer can choose to purchase the equipment for a locked in purchase price (that is stated on their lease from the start) or they can turn the equipment back. If you have a Sourcewell customer who is not a true govt/muni - the product options would be different as they'd only have the FPPO option available for leasing but they would be eligible for a loan using the standard rates. When you select these options, there are two pricing program options. A dealer working this up can choose "muni lease promo" or "muni lease standard". Promo is our promotional pricing that can only be used in sales with govt customers who are not taking discounts that make them ineligible (like the KTC governmental discount). When using Sourcewell, the dealer MUST select the "muni standard rates" . This is because they are getting the advantage of the Sourcewell pricing (discount) and cannot be combined with any additonal promotions. Once this is entered, they can select terms from 24-60 months. They can choose four options that are available on intervals of 300, 600, 900,1200, (and sometimes offered in 1500, and 2000 depending on term/model). . Dealers can access this by entering the deal in Showroom, but this program is posted in Kubotalink. We have some current changes which took efferct on October 1, 2024 as follows: Promo Municipal Leasing Leasing APRs for the Promo Municipal Leasing Program are being lowered to match the current APRs for the Commercial Leasing Program. This change will lower the price point for this program across all models and reduce the complexity of managing different rates across promo programs. Standard Municipal Leasing Leasing APRs for the Standard Municipal Leasing Program have been lowered, and residuals have been increased to match the residuals on the Promo Municipal Leasing Program. These changes are designed to significantly reduce the price point for this program across all models and, when combined with the government discount, make price points more consistent with the Promo Leasing Program for most models. Please refer to RFB-2024-L03-R2 for complete details on these updates and refer to the applicable sales bulletins for incentive eligibility rules.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Kubota Dealers utilize our internal Integrated Kubota Quote (IKQ) or Build My Kubota (BMK) configurator for standard quotes to our Sourcewell customers. Each dealership salesperson has their individual access and login to this quote tool which provides the Dealer Name, Address, Salesperson's Name and Email address along with phone number for ease of identifying the quoting dealer and how to reach them directly for questions or confirmation of purchase. The individual dealer invoices and accepts purchase orders and payments directly from their individual customer's and handle the transaction from start of quote to final billing directly with the Sourcewell customer. Please see a sample of an attached Kubota integrated web quote.	*

62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Kubota dealers may, at their discretion, accept the P-card procurement and payment process. Kubota encourages dealers to accept the P-card and encourages Sourcewell members to consult with their local supporting dealer for participation. Each dealership operates independently and therefore it's at the dealer discretion whether the finance charges assessed by the credit card (P-Card) transaction will be passed on to the customer or absorbed by the dealership. This fee should be a separate line item identified by the dealership and can range from 3 -5 percent in processing fees. The Sourcewell customer should confirm these fees if any with the participating dealership.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Kubota pricing structure will range from 22-24 percent discount off Published MSRP price for each series and product family in our proposed solution. These discounts can be found in the supporting pricing documentation submitted.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Kubota will offer a specific discount from our published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step. The discount from published list price is as follows: Tractors B series - 22% BX series - 22% L series - 22% M series - 22% Turf F Series - 22%, GR Series - 22%, T Series - 22%, Z Series - 22% TLB series - B26, L47 & M62 - 22% Land Management Disc mowers - 22%, Rotary tedders - 22%, Rotary rakes - 22%, Spreaders - 22% We offer a 24% across the board for all Construction Equipment.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Kubota will offer it's best and last pricing for individual units without requiring Sourcewell members to buy in volume or apply for rebates after the sale.	*
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Kubota Requests for open market "sourced" or non-standard items can be added to Sourcewell members quotes at their request in order to complete the purchase of a Kubota item. Acceptance of these quoted sourced/non-standard items will be at the discretion of each Sourcewell members and their dealer who will provide a separate line item below the configured Kubota pricing structure for each sourced "open market" item.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pre-delivery inspections and freight will be shown on all Sourcewell member quotes to ensure complete costs of acquisition and complete transparency prior to Sourcewell member taking acquisition. These items will be clearly shown as line items on the customers web quote from Build My Kubota web quote form. All common accessories and attachments have a standard labor time associated with the installation of accessories. Dealer labor rates will vary due to regional economic differences (e.g. Seattle, WA and New York, NY labor rates are typically higher than Greenville, SC or Bowling Green, KY). Kubota reviews all dealer labor rate differences and ensures that all dealer rates are justified and compliant with normal regional economic conditions. Kubota strives to maintain a labor rate relative to $110./hour. All charges will be turnkey solutions with no hidden costs and will be clearly identified on all Sourcewell members quotes prior to solution acquisition.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight charges will be shown on every Sourcewell member quote and based on prior to acquisition. Kubota's proposed solution includes many various models with great weight and size disparities (e.g. a Z242KW-48 Zero Turn Mower weights 900lbs, an M6-101DTC-F-1 Tractor weighs 11,387lbs). These units will be shipped from east coast, west coast, and central US warehouses to all 50 states, territories, Canada, and wherever Sourcewell members dealerships are located. A flat rate charge to ensure costs are covered would be prohibitively and artificially high. Our solution is a freight pricing model of showing freight charges tailored by size, model, weight, to a specific location. This solution best addresses the logistical variances in supporting all Sourcewell members equally.	*

69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The freight pricing model for Alaska Hawaii, Canada, and all offshore deliveries will be to show all freight charges on Sourcewell member quotes prior to acquisition. Freight in Canada by Kubota Canada Ltd. will follow this process. Freight for Hawaii and Alaska will be provided by a freight forwarder and shown on all quotes prior to acquisition by our quoting dealer network.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	An innovative and unique aspect of Kubota's distribution method is having new forward inventory placed within our Kubota dealer network. Many products, attachments, accessories, and solutions are already in place and close to Sourcewell Members within our 1,100 plus location dealer network. This ultimately allows for a Sourcewell members to visit local dealers and many times have a hands-on opportunity with a solution prior to acquisition. While Kubota does ship products from its three US warehoused (California, Georgia, and Kansas) and one in Canada (greater Toronto area), this access to solutions locally is an added benefit to our Sourcewell Members. Additionally, having a local, servicing dealer allows for specialization of products to meet local and unique Sourcewell member needs and requirements prior to delivery (e.g. dealers based in and familiar with local subzero winterization requirements).	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	All of our Kubota dealers are authorized to become seller's off the Sourcewell contract by logging into their Sales portal with access to our contractual pricing agreement. Each Sourcewell member receives their equipment quotes directly from their local Kubota dealer. The quotation tool has all the necessary contract information embedded in the quote tool (discount %, eligible equipment, applicable contract #'s). Kubota self-audits multiple product groups regularly reviewing and auditing pricing along with our digital marketing group that manages our electronic pricing database. In addition, the National Accounts group regularly reviews dealer quoting for pricing and accuracy. These multiple layers of self-audit and review process elevate accuracy and compliance. Kubota dealers are not paid for their sales using the Sourcewell program without submitting all of the required information to report accurately on the Sourcewell contract usage reports. This information is in turn downloaded to create our usage reports for the Sourcewell program. This series of overlapping auditing for pricing and reporting drives contract compliance.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Kubota tracks all Sourcewell transactions which are reported to our Division offices and are downloaded on a weekly basis. These sales are tracked by Kubota dealers, purchasing entity, type of equipment purchased, and transaction amount. Quarterly sales reports are reviewed to compare the Sourcewell contract sales growth quarter over quarter and year over year.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Kubota proposes paying a 1.5% administrative fee of the total sales generated from this contract less freight, assembly fees, and pre-delivery inspection fees for Kubota products only. Kubota has been a strategic partner of Sourcewell's for the past 14 years. The Sourcewell contracts Kubota holds have seen continued growth year over year and are very popular with our customers and frequently used by our 1,100 plus dealer network. The utilization of our Sourcewell contracts continues to grow and expand.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	The pricing offered on behalf of Kubota Tractor Corporation is a specified discount from the published list price for each series and product family in our proposed solution. The discount from MSRP can be found in the supporting pricing documentation. We offer the the best and last pricing for individual units without requiring Sourcewell members to buy in volume or apply for rebates after the sale.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *

75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	1. Products: Kubota USA offers a wide range of products, primarily focused on equipment for agriculture, construction, landscaping, and turf management. Including: • Agricultural Equipment: Tractors (small to large), combines, hay tools, and other implements for farming and crop production. • Construction Equipment: Excavators, skid-steer loaders, wheel loaders, backhoes, and compact track loaders. • Lawn & Garden Equipment: Zero-turn mowers, riding mowers, and garden tractors. • Utility Vehicles: RTV (Rough Terrain Vehicles) for off-road work environments. • Attachments and Implements: Wide variety of attachments like loaders, backhoes, mowers, and snow blowers that are compatible with Kubota equipment. 2. Parts: KubotaUSA ensures that all parts and components are readily available for their equipment. This includes: • Genuine Kubota Parts: Original equipment manufacturer (OEM) parts designed to maintain optimal performance and ensure the longevity of Kubota products. • Parts Availability: Extensive availability of parts across the network of dealers and online through Kubota's website. • Online Parts Catalog: Kubota provides an easy-to-navigate parts catalog to help customers find the right components quickly. 3. Service: KubotaUSA's service offering includes a network of authorized service centers and highly trained technicians. Key features include: • Dealer Network: A nationwide network of Kubota dealers who are trained to provide repair, maintenance, and troubleshooting services. • Maintenance Packages: Kubota offers maintenance schedules and service packages to ensure that products are serviced on time and run smoothly. • Mobile Service: In some areas, Kubota offers mobile service for on-site repairs, minimizing downtime for customers. 4. Warranty: Kubota offers comprehensive warranty coverage for their products, which varies depending on the type of equipment. Key points to highlight include: • Standard Warranty Coverage: Kubota typically provides a 2-year or 3-year limited warranty on most equipment, with extended warranty options available. • Powertrain Warranty: Some Kubota products offer a separate powertrain warranty for components like engines, transmissions, and drive systems. • Warranty Transferability: Kubota allows warranty coverage to be transferred if the equipment is sold, offering peace of mind for new owners. 5. Financing: KubotaUSA provides a range of financing options to help customers purchase equipment, including: • Kubota Credit Corporation (KCC): A subsidiary of Kubota that offers flexible financing solutions tailored to both personal and business needs. • Leasing Options: Kubota offers leasing plans with flexible terms, including seasonal payments for agricultural customers. • Special Promotions: Kubota frequently runs promotional offers, such as low-interest rates or deferred payment plans, depending on the season and equipment type. 6. Customer Support: Kubota USA offers comprehensive customer support options to help customers with everything from product inquiries to troubleshooting. • Online Support Center: A resource-rich website with FAQs, manuals, parts diagrams, and how-to guides for all Kubota products. • 24/7 Support: Some customer service is available outside of normal business hours to provide urgent assistance. • Training and Education: Kubota offers product training for dealers and customers, covering everything from safe operation to equipment maintenance. • Customer Service: A dedicated customer service hotline for troubleshooting, warranty issues, and general inquiries.
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	1. Products - Land Pride Attachments: Land Pride offers a wide range of attachments that are compatible with Kubota tractors and other Kubota equipment. These products are designed to enhance the versatility and performance of Kubota machines across various applications, from agriculture to landscaping. Including: • Mowers & Finish Mowers: o Finish Mowers: Land Pride's finish mowers provide a clean, precise cut for residential and commercial lawns. o Rough Cut Mowers: These mowers are ideal for clearing overgrown fields, pastures, and roadways. o Flail Mowers: Land Pride's flail mowers are designed for more challenging environments and are great for mowing thick vegetation and brush.

		• Tillage Equipment: o Disc Harrows: Land Pride offers disc harrows that provide high-efficiency soil cultivation and are easy to adjust for different soil conditions. o Cultivators: Used for seedbed preparation, these tillers are available in various widths and configurations for Kubota tractors. • Post-Hole Diggers: o Land Pride post-hole diggers are designed to handle the toughest digging jobs and are ideal for fencing, landscaping, or planting applications. • Snow Removal Equipment: o Snow Blowers: High-performance snow blowers that are designed for heavy snow removal, particularly in agricultural or rural settings. o Snow Pushers: Heavy-duty snow pushers designed for clearing snow from large surfaces quickly and efficiently. • Landscape and Construction Attachments: o Box Blades: Used for grading and leveling, these are essential for landscaping and roadwork projects. o Rear Blades: A versatile tool for grading, backfilling, and snow removal. o Skid Steer Attachments: A range of attachments like pallet forks, buckets, and grapples that fit Kubota skid steer loaders. • Forks and Pallet Forks: o Land Pride offers a variety of forks and pallet forks to help Kubota owners move materials, whether for farming, construction, or landscaping. • Loaders & Loader Attachments: o Loader buckets, forks, and grapple attachments are specifically designed to enhance Kubota's compact loaders and tractors. 2. Parts: Land Pride, like Kubota, emphasizes the importance of using high-quality, genuine parts for their attachments. Here's what to include: • Genuine Land Pride Parts: Land Pride offers OEM parts to ensure the continued performance and longevity of their attachments. • Parts Availability: These parts are available through Kubota dealers and Land Pride dealers across the country. • Easy Access to Parts Catalog: Land Pride provides a detailed parts catalog that helps customers easily find replacement components for their attachments. 3. Service: Land Pride attachments are supported by a network of Kubota dealers, who can assist with installation, maintenance, and repairs. • Dealer Network Support: Land Pride attachments are serviced by Kubota-authorized dealers, who are trained to maintain and repair both Kubota equipment and Land Pride attachments. • Installation Services: Many Kubota dealers offer installation services for Land Pride attachments, ensuring they are properly fitted and ready for use. • Maintenance and Repairs: Routine maintenance and repair services are available for Land Pride attachments, ensuring long-lasting performance. 4. Warranty: Land Pride attachments typically come with a 1-year limited warranty from the date of purchase, with some exceptions for specific attachments. • Warranty Coverage: The warranty typically covers defects in material and workmanship under normal use and service. • Transferability: Like Kubota's equipment warranties, Land Pride's warranty may be transferable when the equipment is sold, adding value for used equipment buyers. • Extended Warranty: Some Kubota dealers offer extended warranty options for Land Pride attachments. 5. Financing: Kubota offers financing options for Land Pride attachments through Kubota Credit Corporation (KCC), similar to financing for Kubota equipment. • Flexible Payment Plans: KCC provides financing solutions with flexible payment options to fit a customer's budget. • Promotional Financing: Kubota and KCC frequently offer seasonal promotional financing, such as low-interest rates or deferred payments, to help customers purchase Land Pride attachments. • Leasing Options: Leasing may also be available for Land Pride attachments, offering flexibility for businesses or customers with changing needs. 6. Customer Support: Kubota provides robust customer support for both Kubota equipment and Land Pride attachments, ensuring that customers have access to the help they need. • Online Resources: Customers can access parts catalogs, service manuals, and troubleshooting guides for Land Pride attachments on the Kubota and Land Pride websites. • Dealer Support: Kubota dealers provide direct customer support for issues related to both Kubota equipment and Land Pride attachments. • Technical Assistance: Technical support is available for installation, maintenance, and troubleshooting of Land Pride attachments, either through the dealer network or Kubota's customer service.	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	(•) Yes ( ) No	1. Mowers & Lawn Equipment • Zero-Turn Mowers: Kubota's zero-turn mowers come in both commercial and residential models. The Z700 Series is built for professional landscapers with high horsepower and large cutting decks, while the Z200 Series caters to residential use with user-friendly controls and powerful performance for larger lawns. • Stand-On Mowers: The SZ Series of stand-on mowers is designed for maneuverability and efficiency in tight spaces. These mowers offer excellent visibility and quick controls, perfect for landscapers working on residential properties. • Walk-Behind Mowers: The W Series includes commercial-grade walk-behind mowers. They're compact and designed for precision cutting in smaller or complex landscape areas, such as around flower beds or obstacles. • Compact Mowers: The T Series lawn tractors are designed for homeowners with small- to medium-sized lawns, featuring easy-to-use controls, comfortable seating, and smooth operation. • Grass-Cutting Attachments: In addition to their mower lineup, Kubota offers various grass-cutting attachments and accessories, including mulching kits, bagging systems, and striping kits, to enhance cutting performance and versatility. 2. Hay and Farm Implements • Hay Balers: Kubota's balers, such as the BV4160 and BV4180 series, are designed for high-density baling with features like low horsepower requirements and simplified controls, making them suitable for small to mid-sized farms. • Disc Mowers: The DM Series disc mowers are designed to work efficiently in a variety of crop types. These mowers are built for low maintenance and high-speed cutting, helping operators cover more ground quickly. • Tedders and Rakes: The TE Series tedders spread and aerate hay to promote drying, while the RA Series rotary rakes gather the hay into windrows, ensuring it's ready for efficient baling. • Wrappers: Kubota offers wrappers like the WR1100, which wrap bales in protective film to maintain hay quality during storage. • Spreaders and Seeders: Kubota's VS Series spreaders provide even distribution of fertilizer or seed over large fields, while their seeders ensure precision and control, improving crop yield. • Cultivators and Plows: Kubota

offers a range of tillage equipment, such as plows and cultivators, to prepare fields for planting by aerating the soil, reducing compaction, and supporting root growth.
3. Utility Vehicles (UTVs)
• RTV-X Series: Known for rugged durability, the RTV-X Series includes models like the RTV-X1140, which can be converted from a 2-passenger to a 4-passenger configuration. It features a robust suspension system, high ground clearance, and an integrated cargo bed, making it ideal for heavy-duty off-road applications.
• RTV500: The RTV500 is compact and fuel-efficient, equipped with a liquid-cooled EFI engine and an independent suspension system. It's a great fit for light-duty tasks around farms, parks, and properties with tight spaces.
• RTV900 Series: This series, featuring the RTV900XT, is a powerful workhorse with a diesel engine, high torque, and excellent hauling capabilities, designed for transporting tools, supplies, or workers over rough terrain.
• Specialty Models (RTV-XG850 Sidekick): This model provides a high-speed option with a 48-horsepower gasoline engine, perfect for users who need speed and efficiency for larger properties or event management.
• Attachments for UTVs: Kubota offers a variety of utility vehicle attachments, such as snowblades, winches, and cargo racks, allowing operators to customize their UTVs for various tasks and conditions. *
4. Lawn, Field, and Turf Care
• Zero-Turn Mowers: Kubota's Z-Series zero-turn mowers offer options for both commercial and residential turf care, with models capable of covering large fields efficiently. The mowers provide precise cutting, high horsepower, and are suitable for large estates, parks, and sports fields.
• Stand-On and Walk-Behind Mowers: The SZ Series (stand-on) and W Series (walk-behind) mowers provide flexibility and maneuverability, ideal for smaller or more intricate turf areas like residential lawns, commercial properties, and tight spaces on landscapes.
• Tractors with Turf Tires: Kubota's compact and sub-compact tractors can be equipped with turf tires to minimize ground impact, allowing them to work on golf courses and delicate lawns without damaging the turf.
5. Golf Course Maintenance
• Precision Mowers: Kubota's range of mowers, especially the zero-turn models, can provide the close, consistent cut required for golf course fairways, greens, and roughs.
• Utility Vehicles (UTVs): The RTV series UTVs, with their low impact on turf and utility bed options, are ideal for transporting tools and materials around golf courses efficiently.

			• Compact Tractors and Attachments: These tractors can handle a variety of golf course maintenance tasks, from seeding and aeration to topdressing. Kubota's compact tractors are equipped to manage tight fairway turns and maintain precise control, essential for golf course upkeep. 6. Landscape and Garden Maintenance • Multi-Use Tractors and Attachments: Kubota's BX and B Series compact tractors support a wide array of attachments such as loaders, backhoes, and tillers. These are versatile tools for landscapers working on tasks like planting, mulching, or grading. • Tillers and Cultivators: Kubota offers tillers and cultivators that help in soil preparation for gardens, flower beds, and landscaping projects. • Front-Mounted Blades and Loaders: Attachments like front-mounted blades, loaders, and grapples allow for efficient clearing and shaping of landscapes. 7. Sidewalk, Walking Path, and Parking Lot Maintenance • Compact Tractors and Attachments for Path Maintenance: Compact and sub-compact tractors are perfect for maintaining sidewalks and walking paths. They can handle a variety of attachments, such as brushes, blowers, and sweeper attachments, which are effective in keeping paths clear. • Sweepers and Brooms: Kubota offers sweeper and rotary broom attachments that are ideal for cleaning up sidewalks, parking lots, and walking paths, removing debris, leaves, and dirt. • RTV Series Utility Vehicles: These UTVs are perfect for transporting maintenance tools across paths and lots while minimizing the impact on pathways. They also offer snow removal options, making them versatile for year-round maintenance. 8. Snow Removal Equipment • Snowblowers and Snow Blades: Kubota offers snowblowers and snow blade attachments for both tractors and UTVs, suitable for sidewalks, driveways, parking lots, and larger open areas. • Utility Vehicles with Snow Attachments: Kubota's RTV-X Series utility vehicles can be equipped with snowblades and spreaders, providing an efficient snow removal solution for tight areas such as sidewalks and parking lots. • Compact Tractors with Front-Mounted Blades: Kubota's compact tractors can also be fitted with front-mounted snow blades or snow blowers, allowing operators to clear snow in more confined areas such as paths and lots.		

78	Irrigation and aeration equipment, systems, parts, and installation	(•) Yes ( ) No	While Kubota itself doesn't offer standalone irrigation and aeration systems, their equipment supports these applications effectively when combined with compatible attachments and third-party systems. If you're considering a specific type of irrigation or aeration solution, local Kubota dealers can often provide recommendations for compatible attachments and equipment to meet these needs. 1. Aeration • Compatible Aerator Attachments: Kubota's compact and sub-compact tractors (such as the BX and B Series) can be fitted with aerator attachments from third-party manufacturers. These attachments work well for golf courses, sports fields, and landscapes that require regular aeration to maintain soil health. • Pull-Behind Aerators for Tractors: Many users add pull-behind aerators to Kubota tractors. This setup enables efficient aeration for large turf areas, golf courses, and other fields, providing deep soil penetration for optimal water and nutrient absorption. • Compact Tractors for Golf and Lawn Aeration: Kubota's smaller tractors with turf tires help prevent turf damage, making them suitable for delicate aeration work on golf courses and lawns. 2. Irrigation Systems and Parts • Irrigation-Related Attachments and Implements: While Kubota does not manufacture irrigation systems, their tractors and utility vehicles can transport irrigation parts and systems for installation and repair projects. Compact and sub-compact models work well for maneuvering in tighter spaces often found in landscaping and golf course maintenance. • Utility Vehicles for Irrigation Maintenance: Kubota's RTV utility vehicles can assist maintenance teams by transporting irrigation equipment and supplies across expansive properties like golf courses, farms, and parks. 3. Installation and Support Capabilities • Use of Kubota Tractors in Installation: Kubota tractors are useful for preparing the ground for irrigation installation by grading, trenching, or digging as needed. They can be paired with third-party trenching and digging attachments for efficient setup of irrigation lines. • Dealer Network for Support: Kubota's extensive dealer network provides guidance and support, often working with landscape and agricultural professionals who can suggest compatible aeration and irrigation equipment from partner brands.	*
79	Beach and waterfront maintenance equipment and accessories	(•) Yes ( ) No	Although Kubota doesn't directly manufacture beach and waterfront maintenance equipment, their tractors, UTVs, and attachments can support a range of tasks commonly associated with waterfront care when paired with	

			the appropriate third-party accessories. For specific beach grooming and waterfront solutions, it's often helpful to consult with a Kubota dealer who may have local recommendations for compatible tools and attachments. 1. Sand Grooming and Beach Cleaning • Compact and Sub-Compact Tractors with Compatible Attachments: Kubota's BX and B Series tractors can be paired with third-party beach grooming attachments, like sand rakes and groomers, to help clean and level sandy areas on beaches. • Box Blades and Land Planes: These attachments are available for Kubota tractors and can assist in leveling sand and smoothing surfaces on beachfront areas, though they aren't specifically beach groomers. 2. Waterfront Vegetation Control • Mowers and Brush Cutters: For areas near water that require vegetation control, Kubota's zero-turn mowers or compact tractors with brush cutters can manage grassy, brushy areas near the shore. • Tractors with Flail Mowers: Kubota tractors with flail mower attachments can clear heavy vegetation around waterfronts or in hard-to-reach spots along riverbanks or lakeshores. 3. Erosion Control and Shoreline Maintenance • Utility Tractors for Erosion Prevention: Kubota's larger tractors, such as the L or M Series, can assist with shoreline maintenance by carrying and positioning materials like rocks, sandbags, or erosion control blankets. • Front Loaders and Backhoes: Kubota's compact and utility tractors can be equipped with front loaders or backhoes to transport, dig, and position materials along shorelines for erosion prevention projects. 4. Debris Removal and Transport • RTV Utility Vehicles for Shoreline Clean-Up: Kubota's RTV Series utility vehicles can be fitted with cargo beds to help transport trash, driftwood, and other debris from waterfronts to disposal areas. The RTVs' off-road capability makes them suitable for traversing sandy or uneven terrain near shorelines. • Fork Attachments for Large Debris: Front forks on Kubota tractors allow for the transport of larger objects or debris that may wash up on shore. 5. Dredging and Silt Removal • While Kubota does not produce dredging equipment, their tractors and RTVs can be used to transport silt or dredged material away from the waterfront area after it has been removed by specialized equipment.	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	(•) Yes ( ) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell Discount Structure.pdf - Tuesday November 19, 2024 14:09:43
- Financial Strength and Stability - KBT 2nd Quarter Financials.pdf - Wednesday November 13, 2024 08:21:04
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - RTVX1140WLHS WEB QUOTE #2828724.pdf - Tuesday November 19, 2024 15:09:00
- Requested Exceptions (optional)
- Upload Additional Document - Sourcewell Additional Documents.zip - Monday November 25, 2024 12:20:49

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Adams, Senior Manager National Account Sales, Kubota Tractor Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	☑	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	☑	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	☑	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	☑	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	☑	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	☑	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	☑	2

CITY OF
TALLAHASSEE

AMENDMENT 1 TOAGREEMENT NO. 5180
CONTRACT FOR NEW MUNICIPAL VEHICLES, CARS
VANS, SPORT UTILITY VEHICLES, AND LIGHT TRUCKS

THIS AMENDMENT is made this 01/16/2025, between the **CITY OF TALLAHASSEE**, a Florida municipal corporation (the "City"), and **BECK AUTO SALES, INC.**, a Florida profit corporation (the "Vendor"). The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

RECITALS

WHEREAS, the Parties entered into Agreement No. 5180 ("Agreement") dated January 1, 2022, for the purchase of New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks, under RFP No. 096-21-KM; and,

WHEREAS, the Parties desire to amend the Agreement to address changes to Section 3, Purchases Made by Other Public Agencies, and to extend the Agreement term pursuant to Section 7, Term.

NOW, THEREFORE, in consideration of the following mutual covenants set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. **Section 3. PURCHASES MADE BY OTHER PUBLIC AGENCIES,** is hereby deleted, and replaced with the following:
   A. With the consent and agreement of the Vendor and the City, purchases may be made by other local, state, or national governmental agencies, political subdivisions, or other public entities under this Agreement. Potential purchaser(s) **MUST** submit their request for utilization to Fleet Contract Manager, Kathy Crum via email at kathy.crum@talgov.com prior to purchasing under this Agreement. These purchases shall be governed by the same terms and conditions stated herein.

(1) The City charges an administrative fee of $200.00 per vehicle sold. The Vendor shall be responsible for reporting, collecting, and remitting the administrative fee(s) to the City for purchase(s) made by other local, state, or national governmental agencies, political subdivisions, or other public entities pursuant to this Agreement. Should any such purchases be made, the Vendor is responsible for submitting a quarterly report identifying all sales made during the applicable quarter via email to the Fleet Financial Team at fleetadmin@talgov.com, with a copy to Fleet Contract Manager, Kathy Crum at kathy.crum@talgov.com. The subject line of the email should reference: **Reporting Administrative Fees - Agreement No. 5180**.

(2) The Vendor shall remit all administrative fees to the City at the end of the quarter in which payment is received from the purchaser. An email identifying the amount(s) and check number(s) **MUST** also be submitted to the Fleet Financial Team, with a copy to Fleet Contract Manager, Kathy Crum prior to mailing. For questions or requests for Agreement Documents, please contact Kathy Crum at (850) 891-5229.

(3) Administrative fee payments shall be made by check with **Payment Administrative Fees - Agreement No. 5180** *referenced* on the check. Administrative fees should be mailed to the following address:

Fleet Management Administration
Attn: Fleet Financial Team
400 Dupree Street
Tallahassee, FL 32304

B. This Agreement in no way restricts or interferes with the right of any local, state, or national governmental agency or political subdivision or other public entity to independently address any or all these terms as required by law or to supplement the Agreement if a specific term is not addressed herein.

2. **Section 7.B. Extension Term,** is hereby deleted, and replaced with the following:

B. Extension Term. Upon written, mutual agreement by the Vendor and the City, this Agreement may be extended at the conclusion of the Initial Term for an additional two (2) years (the "Extension").

3. The term of the Agreement is hereby extended for two (2) additional years through December 31, 2026, unless earlier terminated in accordance with the original terms of the Agreement. This is the final extension permitted under this Agreement.
4. Except as specifically amended hereby, the terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date set forth in the introductory clause.

BECK AUTO SALES, INC.

By: _____
Name: Preston B Sloan
Title: President

CITY OF TALLAHASSEE

By: _____
Veronica McCrackin, Procurement Manager

Attest:

By: _____
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By: Kristen McRae for _____
Breanna Green, Assistant City Attorney

CITY OF TALLAHASSEE

Legal Routing Memo

Date: 1/7/2025

To: City Attorney's Office

From: Fleet

Subject: Legal Review of

☐CONTRACT NO. 5180
☒AMENDMENT NO. 1
☐MEMORANDUM OF UNDERSTANDING OR AGREEMENT
☐OTHER

This document relates to solicitation RFP-096-21-KM Municipal Vehicles, Cars Vans, Sport Utility Vehicles, And Light Trucks

Document has been reviewed and considered ready for execution by either or both:

Procurement Signature: Keith Milton

Department Signature: Kathy Crum

TO BE COMPLETED BY LEGAL

Legal review completed on: 1/9/2025

Legal review performed by: Breanna Green

Approved for execution: ☒yes ☐no

TALLAHASSEE CONTRACT #5180 SUMMARY

NEW MUNICIPAL VEHICLES, CARS, VANS, SPORT UTILITY VEHICLES, AND LIGHT TRUCKS

Vehicles are quoted at Manufacture Fleet Invoice plus 2%

- **Contract, Section 4.A. Dealer Solicitation Response**
- **Current pricing is defined as manufacture model year fleet invoice to the dealer**

- **Up fits and Accessories are quoted at dealer cost plus 3%**
- **Duration of Contract is Five Years, until December 31, 2028**
- **This contract may be piggy-backed by any public entity, Section TBA**
  - **The piggy back fee is $200 per vehicle Contract Section 3.A.1**

- **Brands Include:**
  - **Ford Light Duty Cars, SUVs, Vans, Trucks to F150**
  - **Chevrolet Light Duty Vehicles**
  - **GMC SUVs, Trucks to 1500**
  - **Buick**
  - **Chrysler**
  - **Dodge Ram Vans SUVs, Trucks to 1500**
  - **Jeep**
  - **Nissan Cars, SUVs, Vans, Trucks**
  - **GEM Electric Vehicles**

Official Contract Vendor: Beck Auto Sales, Inc.

Brandy Sloan **(386) 937-9394** **brandysloan@beckfleet.com**

Paul Ferschke **(904) 347-7998** **paulf@beckfleet.com**

Beck Auto Sales, Inc., 436 N. HWY 17, Palatka, Florida, 32177 www.beckfleet.com

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Approve Tyler Technologies Contract Amendment #3**

Department/Office: Information Technology

Recommended Action:
Approve Amendment #3 to the Tyler Technologies Contract and authorize the Mayor to execute the Amendment.

Summary Explanation & Background:
The City of Titusville entered into a standard software license and services agreement to support the City's Police Department on February 12, 2023. Tyler Technologies is requesting an amendment to the contract to correct the annual SaaS invoice schedule to accurately reflect the agreed-upon annual Saas fees.

It is recommended that City Council approve Amendment #3 to the Tyler Technologies Contract.

Alternatives:
Do not approve

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:
Operating Supplies/Software 502-1705-519.52-30

Strategic Plan:
Goal 2: Efficient & Effective Services

Strategic Plan Impact:
This action supports necessary operations to support public safety

ATTACHMENTS:
1. Tyler MSA SOF25ACS009 - A# 2 Phase 1& 2
2. Tyler MSASOF25ACS009 - A# 2 Phase 3

3. Tyler Annual SaaS Fee Amendment 3

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at One Tyler Drive, Yarmouth, ME 04096 ("Tyler") and City of Titusville, FL with offices at 1100 John Glenn Blvd., Titusville, FL 32780 ("Client").

WHEREAS, Tyler and the Client are parties to a Standard Software License and Services Agreement with an effective date of February 12, 2012 which was further amended, collectively the ("Original Agreement"), under which Tyler provided Client with a license to certain Tyler Software set forth therein; and

WHEREAS, Tyler and Client now desire to amend the Original Agreement to migrate the software products purchased under the Original Agreement, and set forth in the Amendment Investment Summary, from an on-premise installation to a SaaS installation, and to replace the Original Agreement with updated terms to reflect the ongoing nature of their relationship under the terms of this Amendment.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software and/or services set forth in Exhibits A, B, and C are hereby added to the Original Agreement as of the Amendment Effective Date.

2. SaaS Services and Fees: SaaS Services, as set forth in Exhibit A, shall commence on the the first day of the first month following the Amendment Effective Date for an initial term ("Initial Term") of three (3) years. Your annual SaaS Fees for the Initial Term are set forth in the Amendment Investment Summary and shall be invoiced in the following amounts:

	Year 1	Year 2	Year 3
Annual Fee	$296,286	$ 311,100.30	$ 326,655.32
AWS Credit	$ (9,632.00)	$ (5,779.00)	
	$ 286,654.00	$ 305,321.30	$ 326,655.32

Upon expiration of the Initial Term, your annual SaaS Fees will be at our then-current rates. Beginning on the commencement of the Initial Term, Client shall no longer be required to pay annual maintenance and support fees under the Original Agreement.

3. Tyler Technologies and AWS are collaborating to empower public sector agencies with advancing digital transformation technologies. As part of this project, AWS is providing a one-time sponsorship credit of $9,632 towards year 1 SaaS Fees, and $5,779 towards Year 2 SaaS Fees. Please reach out to your Tyler Technologies account representative to receive further details on the collaboration between AWS and Tyler. Sponsorship credits expire at the end of each calendar year and may not be guaranteed in future years.

AMENDMENT 2 phase 3

This amendment ("Amendment") is effective as of the date of signature of the last party to s gn as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the City of Titusville, with cffices at 1100 John Glenn Blvd., Titusville, FL 32780 ("Client").

WHEREAS, Client and Tyler are parties to a Standard Software License and Services Agreement with an effective date of February 12, 2012, which was further amended, collectively the ("Original Agreemen:"), under which Tyler provided Client with a license to certain Tyler Software set forth therein;

WHEREAS, Tyler and Client amended the Original Agreement on January 6, 2025 to update from an on-premise installation to a MSP LERMS SaaS installation;

WHEREAS, Client and Tyler now desire to migrate the software products purchased under the Original Agreement, from MSP LERMS to Enterprise RMS and Report Writing as identified in Exhibit 1 attached he-eto;

WHEREAS, Tyler and Client now desire to amend the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software under the Agreement is updated with the items set forth in the sales quotation attached as Exhibit 1 to this Amendment, as of the first day of the first month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS term as set forth in the Agreement. Payment of fees and costs for such items are as follows:

    a. SaaS fees, at the rates set forth in Exhibit 1, shall be invoiced for the proratec time period commencing on the first day of the first month following the Amendment Effective Date and ending the same time as the then-current SaaS term under the Agreement. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.
    b. Tyler Services, at the rates set forth in the Investment Summary, are billed and invoiced in accordance with the following milestone schedule:

        25% on the Effective Date
        25% upon granting Client Access to the Tyler Software in the hosted environment
        25% completion of Solution Validation
        25% upon completion of train-the-trainer activity

    c. Travel expenses shall be invoiced as incurred and only in accordance with our then-current Business Travel Policy.

2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.	City of Titusville, FL
By: Sherry Clark	By:
Name: Sherry Clark	Name: ANDREW CONNORS
Title: Group General Counsel	Title: MAYOR
Date: 16 December 2025	Date: 12/12/25

Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

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tyler technologies

Quoted By: Brian Rennie
Quote Expiration: 3/31/26
Quote Name: Enterprise Migration (Only)

Sales Quotation For:
TITUSVILLE, FL CITY OF
ATTN: INFORMATION TECHNOLOGIES
1100 JOHN GLENN BLVD
TITUSVILLE FL 32780-7910
Phone: +1 (321) 264-7800

Shipping Address:
City of Titusville Police Department
1100 John Glenn Blvd

Titusville FL 32780-7959

Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Enterprise Public Safety Computer Aided Dispatch + Records Management			
Standard Flex Package (CAD + RMS)	$ 304,000	$ 98,674	$ 205,326
Enterprise Report Writing			
Report Writing (up to 3 print designs)	$ 33,000	$ 0	$ 33,000
Enterprise Mobile			
LE Mobile Site License Flex	$ 43,890	$ 13,606	$ 30,284
Fire Mobile Messaging Flex [67 Users]	$ 23,048	$ 7,145	$ 15,903
Data Marts			
CAD Datamart [110]	$ 8,250	$ 2,558	$ 5,692
RMS Datamart [110]	$ 8,250	$ 2,558	$ 5,692
Law Enforcement Records Management System			
Public Safety Analytics [110]	$ 22,000	$ 6,820	$ 15,180
Other			
Data Archive	$ 2,000	$ 0	$ 2,000

Cloud Migration				
Enforcement Mobile Suite		$ 45,052	$ 0	$ 45,052
	TOTAL			**$ 358,129**

Services

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Enterprise Platform Evolution Services	1	$ 100,000	$ 0	$ 100,000
	TOTAL			**$ 100,000**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 358,129
Total Tyler Services	$ 100,000	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Estimated Travel	$ 24,000	$ 0
Summary Total	**$ 124,000**	**$ 358,129**

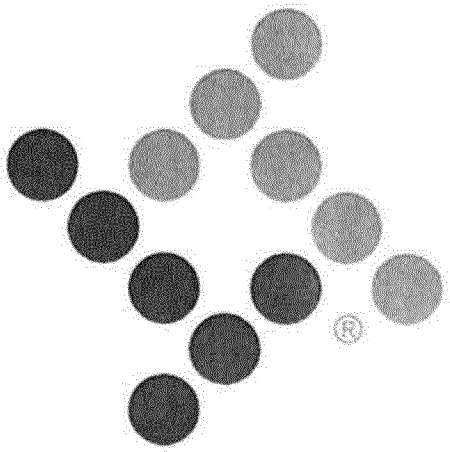
Assumptions

For additional information, please visit https://empower.tylertech.com/enterprise-public-safety-specifications.html

Phase 3

Titusville Police Department, FL

Enterprise RMS with Report Writing



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Restrictions on Disclosure

This response from Tyler Technologies, Inc. ("Tyler") contains proprietary and confident al information, including trade secrets, belonging to Tyler or Tyler's partners. Tyler is submitting this proposal on the express condition that the following will not be duplicated, disclosed, or otherwise made available, except for internal evaluation purposes.

To the extent disclosure of this proposal is requested or ordered, Tyler requires written notice of the request or order. If disclosure is subject to Tyler's permission, Tyler will grant that permission in writing, in Tyler's sole discretion. If disclosure is subject to a court or other legal order, Tyler will take whatever action deemed necessary to protect its proprietary and confidential information and will assume all responsibility and liability associated with that action.

Enterprise Platform Evolution (EPE) Program

With over 40 years of experience and 3,500+ agencies served—including 9 State/Highway Patrols—Tyler Technologies is a proven leader in public safety software. Each year, Tyler successfully launches over 200 public safety implementations, powered by a dedicated team of 160+ service professionals. With 25% of Tyler's teammates bringing direct field experience, Tyler's solutions are grounded in first-hand insight and operational excellence. Tyler's $25 million annual R&D investment ensures clients benefit from the latest technology without major capital costs. This commitment to innovation and partnership has earned Tyler a 98% retention rate, with over 40% of clients staying for more than a decade—making Tyler the right partner for Titusville PD evolving public safety needs.

Enterprise Platform Evolution (EPE), is a dedicated program to move clients forward to Tyler's Enterprise platform. EPE is an enterprise level evolution from the legacy MSP products, offering next generation technology and infrastructure to clients. All applications are prepared with a focus on streamlined delivery, predictable pricing, and packaged functionality to simplify your transition.

We understand that every agency is on a different part of the EPE journey. That's why Tyler's commitment is clear: we're ready when you are—and no client will be left behind. Whether you're planning to change now or later, the program is designed to provide the flexibility and support you need for a successful transition.

Evolution Steps:

1. **Select a Package:** Your Client Executive and Installed Sales Representative will have a recommended package based on your agency's specific needs.
   - Core: Out-of-the-box functionality for low maintenance, simple solutions.
   - Core+: Mid-level functionality with fire dispatch capabilities and best practice configurations.
   - Flex: Full-featured solution with comprehensive functionality across applications and modules.

2. **Understand the Implementation:**
   - Focused delivery team: Your EPE solution will be implemented by a dedicated team focused on the program – helping to ensure consistent progress, maintain high quality standards, and swiftly address any challenges that arise. This dedicated approach enhances efficiency and maximizes the success of your project.
   - Configuration Options: Identified from best practices at hundreds of clients and 40 years of experience.
   - Client Focus: Client time and resources focused on testing and training, not data entry.

Budgetary Pricing

Enterprise Public Safety Computer Aided Dispatch + Records Management

- Standard Flex Package (CAD + RMS)

Enterprise Computer Aided Dispatch

- Enterprise CAD Combined LE/Fire/EMS

Enterprise Law Enforcement Records

- Enterprise Law Enforcement Records

Enterprise Report Writing

- Report Writing (up to 3 print designs)

Enterprise Mobile

- LE Mobile Site License Flex
- Fire Mobile Messaging Flex

Data Marts

- CAD Datamart
- RMS Datamart

Interfaces

- CAD CFS (xml) Export Interface
- CAD NCIC Interface
- CAD Paging Interface
- E-911 Interface
- Encoder Interface
- Pre-Arrival Questionnaire Interface
- Livescan Interface
- NCIC Interface
- Ticket Writer Interface
- BOLOs
- CAD Auto Routing
- CAD AVL
- Service Vehicle Rotation (Wrecker, Ambulance)
- Web CAD Monitor

Law Enforcement Records Management System

- Alarms
- Bookings
- Briefing Notes
- Content Manager (TCM)
- Crash
- Equipment and Inventory
- Gangs
- Narcotics
- Pawn Shops
- Permits (Guns)
- Scheduling
- Stop Data
- Use of Force
- Public Safety Analytics

Other

- Data Archive

Cloud Migration

- Enforcement Mobile Suite

SUMMARY COSTS			
		One-Time Fees	**Recurring Fees**
Software License Fees		$ 0.00	$ 0.00
SaaS Fees		$ 0.00	$ 358,129.00
Services		$ 100,000.00	$ 0.00
Third-Party Hardware, Software, Services		$ 0.00	$ 0.00
Estimated Travel Expenses		$ 24,000.00	$0.00
	Total	**$ 124,000.00**	**$ 358,129.00**

Current Field Based Reporting at roughly 19K will be removed from current maintenance on the contract

Cloud Advantages

Agencies manage extensive records to serve their communities, ensuring this data rema ns accessible and secure is crucial. With Tyler Technologies' SaaS solutions, you can elevate your data security, scalability, and accessibility.

Market Leaders in the Cloud with AWS: Partnering with AWS, Tyler Technologies leverages top-tier cloud infrastructure.

- Ensures reliable and scalable solutions.
- Stores data in secure data centers with nightly backups.
- Ensures your data is safe with regular backups and comprehensive disaster recovery plans.

Continuous Maintenance, Upgrades, and Updates: Regular maintenance, upgrades and updates are handled for you.

- Ensures systems are always up to date and operational with optimal performance and security
- Provides access to the latest functionality without waiting for IT staff to deploy software upgrades. Frees up IT staff to focus on other critical tasks.
- Maintenance and upgrades are managed to minimize or eliminate downtime.
- Eliminates the need for agencies to manage servers, upgrades, and operating systems.

Proactive Alerting and Monitoring: Addresses potential issues before they become problems.

- 24/7 network activity monitoring.
- Conducts security validations to ensure no security flaws exist.

Advanced Security: Protects your data and systems from threats.

- Provides multiple layers of protection including antivirus, DDoS protection, intrusion detection, and monitored firewalls to combat data breaches.
- Delivers software over trusted and safe networks.
- Protects against cyber threats and power outages.

Predictable Budget Planning: Makes budget planning more predictable.

- Protects agencies from unexpected costs due to equipment failure or updated hardware requirements.
- Subscription-based pricing lowers the cost of entry.
- Eliminates large upfront fees and spreads costs over time.

Shifted IT Staff Responsibilities: Redirects IT resources to meet other challenges.

- Relieve IT staff of the burden of protecting infrastructure against cyber threats and natural disasters.
- Daily backups of county records shift IT responsibilities by eliminating concerns about data safety and security, allowing staff to focus on other critical tasks.

Scalability Advantages: Easily scale systems and storage as needs change.

- Scales staff size, data storage, and staff licensing without server constraints.
- Avoids purchasing servers that would be idle most of the time.
- Supports all users who need access to their website for index data, images, or constituent self-service modules.

Enterprise RMS

Enterprise Law Enforcement Records is a browser-based, comprehensive, and highly configurable solution designed to work the way agencies need it to work. This solution was built using three decades of input from records management system users who know what works best in a busy records department.

Over the past 11.5 years, our commitment to advancing public safety technology has been exemplified through the sustained development and support of Enterprise Records. Backed by more than $3 million in targeted innovation, the platform delivers 424 additional features and configuration options beyond what MSP Records offers — each one built to enhance operational efficiency, workflow flexibility, and jurisdictional scalability. This expanded functionality isn't just a quantitative leap; it's a strategic edge, designed to serve the evolving needs of law enforcement agencies with unmatched precision and depth.

User-Level Configuration for Better Workflow

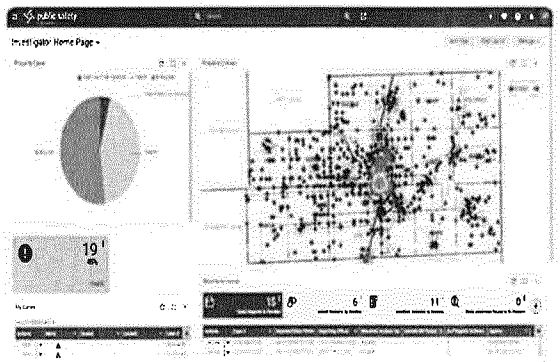
Depending on the package selected, Enterprise Records can be configured down to the user level. Records staff can hide or move fields, add user-defined fields to any screen, track specific information pertinent to their role, and build and order search screens to meet their preferences. With this capability, users spend less time searching for and reordering information and more time focusing on their roles.

In addition, Enterprise Records has built-in best practices that adhere to state and federal compliance regulations, which means agencies can spend more time configuring the solution to meet their unique needs and are not bound to pre-set rules or workflows.

Accessing and Sharing Data, Even in Real Time

The browser-based Enterprise Records solution is built with powerful search engines that can rapidly filter through all information housed in the system within a fraction of a second. This information is returned in user-defined fields, making sorting and retrieval hassle-free. With these capabilities, self-sufficiency among staff is improved as they are more equipped to access data without the help of IT.

As soon as data enters Enterprise Records, it becomes accessible by other users, even if the record is not fully approved by a supervisor. This helps expose information going into the system and visualize what's happening in the community, empowering agencies with improved workflow and self-sufficiency.



Report Writing

Report Writing from Tyler is a cloud-native and web-based Report Writing tool designed to integrate seamlessly with Enterprise Law Enforcement Records. This innovative solution helps law enforcement agencies improve efficiency, accuracy, and accountability in their report writing processes.

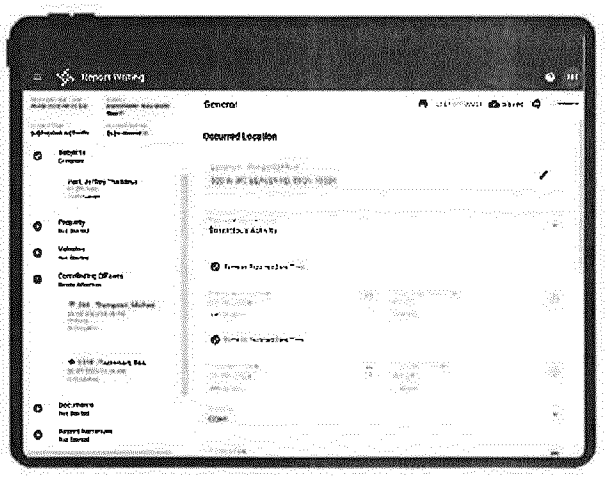
- **Frees up officer time with 50-60% faster reports:** Report Writing enables officers to complete reports significantly faster by reducing manual input and improving accuracy.
    - Officers can write reports from anywhere, on any device, in real-time.

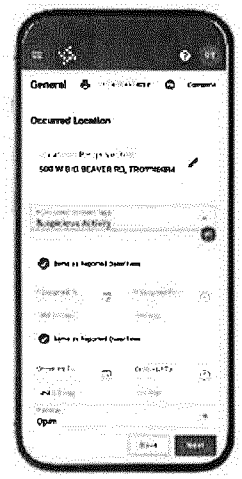
84% of reports require no edits: Streamlined collaboration and real-time data checks result in most reports being comprehensive and reliable from the start.

- Supervisors can review and make comments directly in one comprehensive report, streamlining workflows, multiple reviews, and conflicting reports.
- Officers can contribute to a single report with tracked changes ensuring reliable documentation, reduced reports review and increased accountability.

94% reduction in reports with errors: Automatic error checking and proactive corrections drastically reduce the number of reports with errors and leads to stronger cases in court.

- Reduces data re-entry by importing information from existing data sources, minimizing manual entry, errors, and incomplete complete data from the field.
- Automatically checks for errors and integrates new fields seamlessly, keeping agencies compliant with state and federal regulations.





Data Archive

Data conversion is challenging and risky but essential for system replacements. Legal regulations and public safety best practices mandate it, causing significant pain points for agencies. They need seamless access to all data to serve communities effectively. Historically, agencies could either maintain outdated systems or migrate legacy data to new platforms.

Key challenges in data migration or conversion:

- Agencies cannot start fresh, and the quality of data does not improve after conversion. Agencies often encounter inconsistent use of the legacy system over time.
- Poor data conversion can negatively impact the access and adoption of any replacement system.
- Maintaining a legacy system to access old data can be costly.

Tyler's Data Archive, a cloud-based solution available for over 5 years, offers agencies a secure, accessible, and cost-effective alternative to full data conversion. It provides structured data access with basic search and retrieval functionalities, maintaining accessibility without the complexity of full conversion or migration.

- **Secure Cloud Based Platform:** Hosted on Amazon Web Service's (AWS) CJIS-compliant GovCloud, offering a secure, cloud-based platform with easy access for authorized users, independent of the legacy system.
- **Fresh Start in Enterprise Records:** Remove bad, unclean data that doesn't assist in day-to-day operations, including global subjects, statutes, and personnel.
- **Much Faster to Go Live:** Migrated data allows Tyler to get Enterprise Records up and running much sooner, ensuring a seamless and efficient start.
- **Less Work For Your Agency:** Instead of spending time mapping values, agencies can focus on training users, testing the system, and fine-tuning processes.
- **Important Data Imported Into Enterprise Records:** From day one, Enterprise Records includes high-value data needed for day-to-day operations, such as location alerts, active warrants, and on-hand evidence.
- **Data Is Copied Not Converted:** Data is copied, not converted, so nothing is lost, deleted, changed, moved, altered, or mapped, preserving the integrity of your data.
- **Reduced Obsolete Data & Duplicates:** Old data with limited day-to-day value impacts usability, particularly around duplicate subjects and unknown subjects.

Technical Overview

Introduction

This document outlines the activities, expectations, and guidelines for undertaking an Enterprise Platform Evolution (EPE) project. Through a collaborative process, Tyler and client teams will define clear responsibilities, ensuring a shared path to success. This refined approach leverages insights from extensive real-world experience and Tyler best practices to guide clients through a seam ess and strategic evolution to our latest enterprise platform.

EPE Packages

Tyler offers three distinct packages for an EPE project, each designed with differing levels of functionality and value propositions to meet diverse client needs. The duration of an EPE project typically ranges from 4-9 months, varying based on the chosen package and the client's specific readiness and resource availability.

- **Core:** This pre-configured, low-maintenance solution is ideal for law enforcement agencies seeking quick, simple implementations and minimal administrative overhead.

- **Core+:** A mid-level option offering expanded functionalities, including fire dispatch capabilities, with slightly longer implementation times.

- **Flex:** Our comprehensive solution provides total functionality across all applications and modules, ideal for clients needing the most robust features, with longer implementation timelines.

Key Benefits of Enterprise Platform Evolution

- **Accelerated Implementation**: Our proven methodology significantly reduces project timelines, typically ranging from 4-9 months, depending on your chosen package and agency readiness.
- **Reduced Client Burden**: The Tyler team will manage complex technical tasks, allowing clients to prioritize testing and training.
- **Tiered Options for Tailored Value**: Choose from three distinct packages, each offering a different level of functionality and value proposition to align your specific needs and budget.
- **Future-Ready Foundation:** EPE establishes a robust, modern platform, preparing your agency for future advancements and enhanced capabilities.

A high-level overview of the critical tasks in the EPE project are below.

Client Data Collection

The Client Data Collection activity consists of multiple engagements designed to ensure the Tyler project team has all necessary information to successfully implement your project.

- **Interface Discovery**: This process involves securely connecting directly to client's existing environments. Specific details are collected on all production interfaces to inform EPE package discussions and guide client agencies in preparing interfaces for a cloud-based environment once the EPE project commences.

- **Client Data Collection**: A data collection sheet is provided to clients to gather information for software configurations. This proactive approach gathers information in advance of RMS configuration, enabling Tyler consultants to build out the software in conjunction with the Current & Future State Analysis without requiring additional client time and resources.
- **Current & Future State Analysis**: This crucial on-site activity facilitates gathering information on your agency's existing workflows and identifies areas where adjustments or improvements are desired. This enables Tyler Implementation Consultants to configure the Enterprise platform independently, translating your agency's workflows and desires into a precisely configured Enterprise solution, thereby minimizing direct client involvement in the configuration phase.

Project Kick-off Call

The Project Kick-Off Call is an introductory meeting enabling the Tyler Project Manager (PM), Client PM, and Executive Sponsors to meet and establish the framework of the implementation. The Tyler PM will lead the discussion, providing an opportunity for both parties to ask questions and ensure clear expectations are set from the project's inception. This call allows both teams to begin planning the upcoming work, develop materials to engage the combined teams, and identify any impending risks early on.

Expedited Deployment

The Expedited Deployment process is designed to rapidly launch technical implementation by breaking down key aspects into easy-to-execute steps. This is a joint effort between Tyler and client resources, with success achieved through focused participation from all parties and adherence to action item deadlines.

The initial touchpoint during this phase is the Technical Services Introductory Planning Call, where the focus is to introduce the Expediated Deployment process, introduce the Tyler team member responsible for its execution, explain the technical delivery tasks, and set expectations for upcoming tasks and events.

Key Action Items of Expediated Deployment include:

- **VPN Worksheet** – This document gathers the information required to configure the client-side VPN appliance prior to establishing the connection between AWS and client network.
- **VPN Free Source IPs** – To enable the VPN free connectivity for the Enterprise Suite, source IPs from each client physical location will be needed.
- **State engagement for NCIC connection approval** – Quick engagement with the State to begin the process for State NCIC connection approval is vital to reduce Go-Live risks.

A dedicated Tyler team member is assigned responsibilities for executing Expediated Deployment, working in tandem with the Tyler Project Manager. As Expediated Deployment activities conclude, the Tyler PM will assume responsibilities for overall project planning and execution.

Establish Cloud Connectivity

Early and continuous client engagement with the software is crucial for project success. For clients utilizing the Enterprise Suite hosted in AWS GovCloud, establishing secure and efficient cloud connectivity is a primary focus. Initially, a VPN-Free connectivity option allows clients immediate access to explore the software's core features. This approach enables power users to familiarize themselves with the new system and make informed implementations decisions without delay.

As the project progresses and CJIS-protected data is introduced, the cloud connection is further secured through the installation of a Tyler-approved VPN device, which provides enhanced data protection. Clients' IT and networking departments are responsible for the installation and configuration of these VPN devices and network configuration, ensuring CJIS-compliant Cloud connectivity.

State Connection Request

A vital component of the EPE implementation is obtaining approval from the State for a new state connection for NCIC functionality. As Tyler cannot engage directly with the State, it is critical that the Client engages the State immediately to limit project delays. Tyler will assign a technical resource to support your NCIC connection that is available to assist with communicating specific requirements with the State.

GIS Data Preparation

Tyler GIS team will securely connect to clients' existing environments to retrieve GIS database backups, locator files, and map files. These will then be configured and deployed within the EPE environment.

This process adheres to best practices, ensuring the upgrading of locators and the conversion of map files to the latest supported versions. Prior to the go-live date, your GIS staff will receive training on Cloud GIS data update workflows in ArcGIS Pro, ensuring a seamless transition and empowering your team with the necessary skills for ongoing success.

Client Installation Training

After the EPE environment is configured and verified functional, the Tyler technical resource for your project will reach out to schedule a Client Installation Training session using Tyler's latest installation procedures. Client IT staff will be expected to connect Tyler resources to their on-premise network on client machines separate from their existing live Tyler environments. During this activity, the following will be discussed:

- Cloud connectivity verification
- Client installation training
- Lab environment setup
- Best practice troubleshooting methods
- Environment portal training

Enterprise Records Configuration

Tyler Implementation Consultants will configure the Enterprise Records solution based on best practices, information gathered during the Current & Future State Analysis (if applicable), and data pulled from the existing MSP LERMS platform after being reviewed. The primary areas that will be configured by Tyler include but are not limited to:

- Users/Personnel
- Roles/Permissions
- Statutes/Crime Codes
- Property Room Facilities/Storage Locations
- NIBRS Values/Alternates
- Module/Workflow Configuration

After configuration is complete, the Implementation Consultant will test every module and function to ensure the proper setup and functionality of the RMS system.

Report Writing Configuration

Tyler Implementation Consultants will configure the Report Writing solution based on state and federal NIBRS reporting requirements, following best practices to streamline the report entry and approval process for field units. State and/or County required print designs may also be created to provide the ability to render from Report Writing. Once the configuration is complete, the Implementation Consultant will test numerous report types to ensure the proper setup and functionality of Report Writing.

CAD Rebuild

Tyler Implementation Consultants will configure the CAD solution based on the contracted package to align with current configuration and functionality.

Mobile Configuration

Tyler Implementation Consultants will configure the Mobile solution based on the contracted package to align with current configuration and functionality.

Client System Testing

This crucial phase involves the client's end-users thoroughly testing the configured Enterprise Platform to validate functionality, workflows, and data integrity. This ensures the system meets all operational requirements and user expectations prior to go-live, fostering user adoption and minimizing post-implementation issues.

NCIC Form Deployment

As part of the evolution process, NCIC Forms/Queries will be re-deployed in CAD and/or RMS and Mobile. The deployment will be the full/standard suite of what your State supports in terms of functionality and Forms. The NCIC deployment team will perform testing and, in some States, only the customer can perform testing. Each agency will be encouraged to test the full breadth of NCIC functionality before go-live.

DSS Cubes Deployment

The migration of client MSP DSS cubes to the EPE environment will be handled by your assigned Tyler technical resource, ensuring they remain accessible for your agency's reporting purposes.

Data Archive Testing

During the EPE implementation, the client's legacy MSP data will be placed in a Data Archive application, with select data imported into Enterprise Records. As a part of the Data Archive process, the client is responsible for providing a thorough review of the data.

A Technical Project Manager (TPM) will work with the client to assist during the review process:

- The client will receive a train the trainer session in the Data Archive and imports. Documentation with guidance on expectations will be provided and best practices for testing.
- Following the training session, client and TPM will meet regularly to discuss the status of testing.
- Changes will be implemented as needed; the client will be responsible for ensuring the changes are correct.
- Once testing is complete, the client will sign an acknowledgement that the testing is complete, and no further issues are outstanding; this will give clearance for collection of the final data cut, upload of the data to the archive, and placement of the imported records into the Enterprise Records Production environment.

Interface Migration

As part of each EPE project, Standard and Custom interfaces will be re-deployed and stated in client Pre-Prod Cloud RMS environment. This happens 2-3 months pre-go-live and client agencies will receive a written report of all interfaces and provided access to review and test them as well. The Interface team will also guide agencies through Cloud living readiness concepts such as NAT'ing and SFTP sites which are crucial to how many interfaces work in the Cloud.

Software Version Upgrade

The EPE environment will be upgraded to the latest software release available, ensuring the most current product capabilities are in place for clients. This process includes the server-side software upgrade and on-premise client software testing. Depending on each specific project timeline, this task may not be required.

Pre-Go-Live Assessment

The Pre-Go-Live Assessment is an opportunity to ensure that the Enterprise Records environment is functional prior to the project go-live. This assessment verifies that all relevant software patches are installed, functionality is thoroughly validated, and the overall environment is healthy and ready for production. A key component of the Pre-Go-Live assessment is an on-premise client connectivity verification from each client location, including a test of a field mobile device, to confirm seamless access for all users.

Workflow Review

This collaborative session involves reviewing and validating the client's operational work-lows within the new EPE environment. Participants will include key client stakeholders and Tyler consultants, ensuring the system supports efficient and effective daily operations.

Enterprise Records/Report Writing Administrator Training

Tyler Implementation Consultants will train the agency system administrator(s) on how to maintain both systems to align with the contracted package and functionality.

Enterprise System Go-Live

The Enterprise System Go-Live marks the scheduled transition where all parties have completed necessary work, and the client officially moves to live status on the new EPE environment. To ensure the seamless transition, dedicated Tyler resources are available and working side-by-side with client staff to provide immediate support.

During the go-live event, Tyler technical resources will automatically re-point existing client machines to the new environment. This process is performed through the Enterprise Updater; however, the customer will need to ensure the following pre-requisites are put into place on all client workstations:

- Version specific client pre-requisites (Tyler Community)
- Root Certificate installed and placed in the Trusted Root Certificate Authority Store
- Antivirus exclusions in place
- ***The minimum required version of the Enterprise Updater on workstations to perform self-updates is 1.5.23 or higher**

These pre-requisites can be installed on current client workstations prior to migration without affecting the existing Enterprise Public Safety software functionality. Customers must ensure all client workstations are able to establish a secure connection to the new servers to ensure proper software functionality.

Additional Considerations

Tyler has included recommendations and tips in the following sections to help ensure a successful evolution.

General Recommendations

Here are a few customer recommendations during this process:

- Review the Application What's New guides.
- Install all pre-requisites on all machines (CAD and Mobile) prior to go-live.
- Install Root Certificate on all client workstations and place certificate in the Trusted Root Certification Authority store.
- Ensure outside agencies and workstations with VPNs (if applicable) can establish a secure connection to the new server environment.

- Maintain GIS common names in both current and new environments.
- Maintain GIS map folders in both current and new environments.

Virtual Message Switch (VMS) Recommendations

Here are a few customer recommendations to prevent extended NCIC downtime during go-Live:
Prior to go-live:

- If the new environment is in a new VLAN or other new network, work with the Tyler to assure network connectivity is available between the new Tyler environment and the VMS.
- If internal ports need to be opened on the new environment, make sure they are opened prior to go-live. Tyler will provide those ports prior to go live.
- Verify that NCIC Terminal ID's and State ID's are copied to the new environment in ESS.

At go-live:

- It is important to get NCIC inquiries tested as soon as the clients have been updated and users have been given permission to use the new system in production.
- There will be a Tyler message switch resource assigned to go-live to assist with any issues that come up during testing.

Titusville, FL - Amendment

Final Audit Report 2025-12-16

Created:	2025-12-16
By:	Jazmine Tobei (jazmine.tobei@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4XDlXg0RQDou_APK9mHkWeBS9r1ageJW

"Titusville, FL - Amendment" History

Document created by Jazmine Tobei (jazmine.tobei@tylertech.com)
2025-12-16 - 10:01:26 PM GMT

Document emailed to Sherry Clark (sherry.clark@tylertech.com) for signature
2025-12-16 - 10:01:33 PM GMT

Email viewed by Sherry Clark (sherry.clark@tylertech.com)
2025-12-16 - 11:39:45 PM GMT

Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2025-12-16 - 11:40:03 PM GMT - Time Source: server

Agreement completed.
2025-12-16 - 11:40:03 PM GMT

AMENDMENT 3 Standard Software License and Services Agreement

This is an amendment to the Standard Software License and Services Agreement ("Agreement") outlining the Investment Summary invoice schedule for the annual SaaS for the Tyler Software under the Agreement for the term commencing February 1, 2026 through January 31, 2029 hereinafter ("Amendment"). by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the City of Titusville, with offices at 1100 John Glenn Blvd., Titusville, FL 32780 ("Client"). The is effective date of the Amendment is the date of signature of the last party to sign as indicated below ("Amendment Effective Date"),

WHEREAS, Client and Tyler are parties to a Standard Software License and Services Agreement with an effective date of February 12, 2012 (the "Agreement");

WHEREAS, the parties desire to amend the Agreement to correct the annual SaaS invoice schedule and provide for the cancellation and reissuance of Invoice No. 130-162745 to accurately reflect the agreed-upon annual SaaS fees.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. **Correction of Invoice and Annual SaaS Fee Schedule**
   Effective as of the Amendment Effective Date, Invoice No. 130-162745 shall be voided and reissued in the amount of **$358,129.00**, representing the annual SaaS fees for the Tyler Software under the Agreement for the term commencing February 1, 2026, and ending January 31, 2027. The annual SaaS fees for the remaining term shall be invoiced as follows:

Term Date	Annual Fees
02/01/2027 – 1/31/2027	$358,129.00
2/1/2027 - 1/31/2028	$376,035.45
2/1/2028 - 1/31/2029	$394,837.22

   Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement and Investment Summary.

2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.	City of Titusville, FL
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title:_____
Date:	Date:

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Resolution No. 13-2026 — Adopting the Indian River Force Main Fiscal Sustainability Plan**

Department/Office: Public Works

Recommended Action:

Approve Resolution No. 13-2026 adopting the Indian River Force Main Fiscal Sustainability Plan in accordance with the requirements of the Clean Water State Revolving Fund Loan Program.

Summary Explanation & Background:

The Indian River Force Main Project replaced approximately 8,450 linear feet of critical wastewater force main extending from the South Street Lift Station to the Osprey Wastewater Treatment Plant. The project improves the reliability of the City's wastewater collection system, reduces the risk of force main failures, and provides additional protection for the environmentally sensitive Indian River Lagoon.

The project was funded in part through the Florida Department of Environmental Protection's Clean Water State Revolving Fund (CWSRF) Loan Program. As a condition of receiving loan funding, the City is required to develop and formally adopt, by resolution, a Fiscal Sustainability Plan. The plan establishes a long-term asset management strategy for the project, including inventorying critical assets, evaluating asset condition, identifying maintenance and replacement needs, addressing water and energy conservation considerations, and outlining the financial planning necessary to sustain the infrastructure throughout its useful life.

Alternatives:

1. Approve the resolution as proposed.
2. Approve the resolution with changes.
3. Do not approve the resolution.

Item Budgeted:

NA

Source/Use of Funds/Budget Book Page:
NA

Strategic Plan:
Goal 2: Efficient & Effective Services

Strategic Plan Impact:
This project aligns with goal 2 by investing in replacement of capital improvement projects.

ATTACHMENTS:
1. Resolution Final 6-30-26
2. FSP V2 Final

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA ADOPTING THE FISCAL SUSTAINABILITY PLAN FOR THE INDIAN RIVER FORCE MAIN AND SETTING AN EFFECTIVE DATE.

Whereas, the Florida Department of Environmental Protection Clean Water State Revolving Fund requires that the City of Titusville, Florida prepare and adopt a Fiscal Sustainability Plan per Section 603(d)(1)(E) of the Federal Water Pollution Contract Act (FWPCA); and

Whereas, the City Council requested a Fiscal Sustainability Plan be conducted, in accordance with the Florida State Revolving Loan Agreement WW050340 entered into October 5, 2021; and

Whereas, the City Council finds that the adoption of the approved Fiscal Sustainability Plan for the State Revolving Fund is in the best interests of the City of Titusville and in compliance with statutory requirements.

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

SECTION I. The City Council of the City of Titusville, Florida approval of the Fiscal Sustainability Plan attached hereto as Exhibit 1, is hereby accepted, approved, and adopted.

SECTION II. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2026.

CITY OF TITUSVILLE

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

City of Titusville

Indian River Force Main

Fiscal Sustainability Plan

Final June 2026

SECTION 1. INTRODUCTION

Recipients of funding through the Clean Water State Revolving Fund (CWSRF) Program are required, pursuant to Section 603(d)(1)(E) of the Federal Clean Water Act, to develop, adopt, and implement a Fiscal Sustainability Plan (FSP) for projects receiving federal assistance.

The purpose of the Fiscal Sustainability Plan is to ensure the long-term sustainability, reliability, and financial viability of wastewater infrastructure assets through systematic asset management, condition assessment, preventative maintenance, rehabilitation planning, and financial forecasting.

This Fiscal Sustainability Plan addresses the City of Titusville's Indian River Force Main Project and satisfies the requirements of the CWSRF program. The plan includes:

1. An inventory of critical project assets.
2. An evaluation of the condition and performance of those assets.
3. Documentation of water and energy conservation considerations.
4. A long-term strategy for maintenance, rehabilitation, replacement, and funding of project assets.

This document summarizes the City of Titusville's ongoing efforts to ensure the long-term sustainability of wastewater infrastructure associated with the Osprey Wastewater Treatment Plant service area. The total disbursable amount identified in the loan agreement was $9,528,453. The final construction cost for the project was $8,640,896.02.

1.1 Background

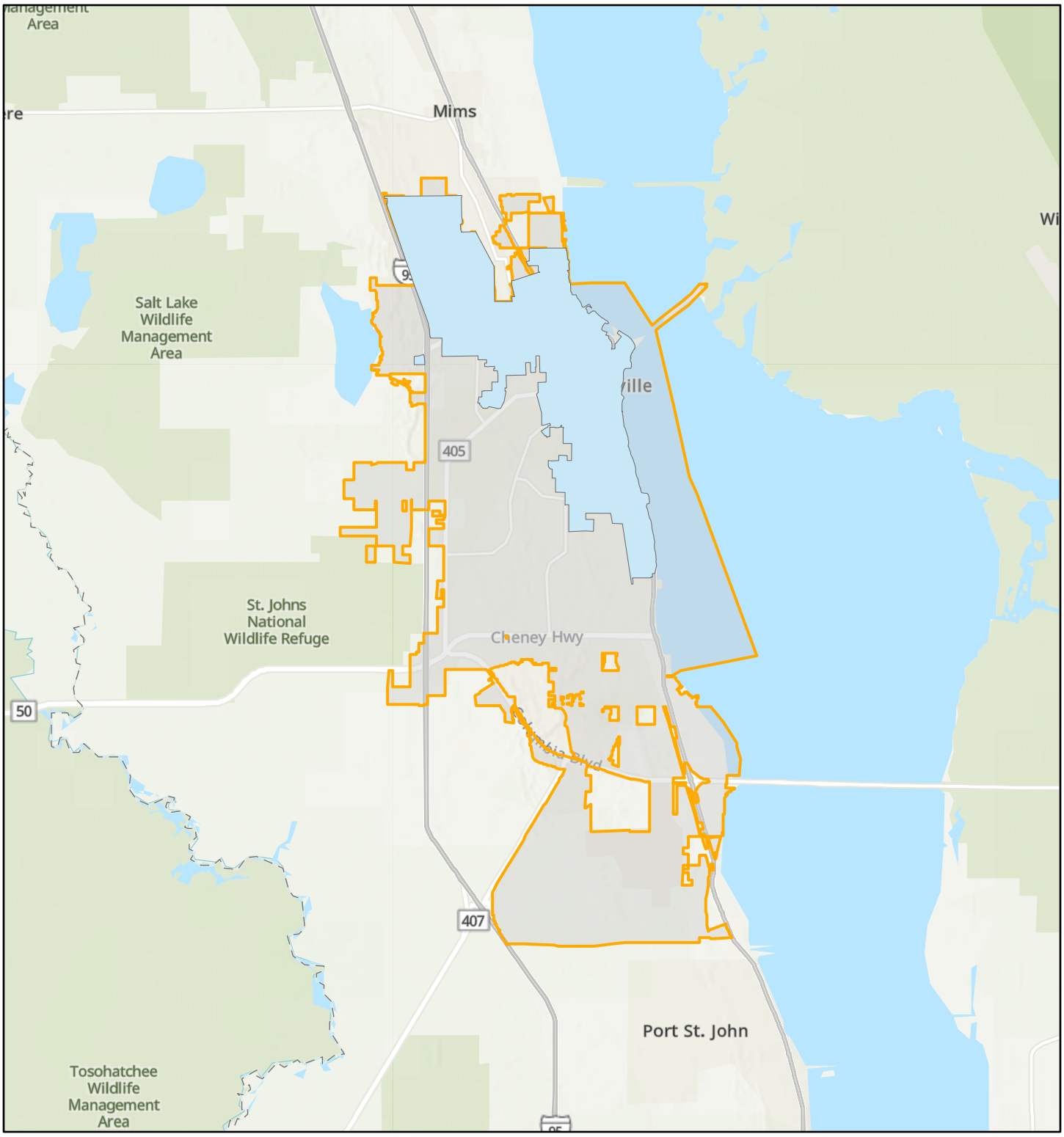
The City of Titusville owns and operates the Osprey Wastewater Treatment Plant and the Blue Heron Wastewater Treatment Plant, which collectively serve approximately 57,000 residents. The service areas of the two facilities are hydraulically interconnected, allowing operational flexibility during high-flow conditions and significant rainfall events.

The Osprey Wastewater Treatment Plant receives wastewater flow from three primary force main systems serving the basin. These force mains convey wastewater from the northern U.S. 1 corridor, areas north of Garden Street, and the remaining southern portions of the Osprey service area.

The Indian River Force Main Project involved replacement of the force main extending from the South Street Lift Station and the Lime Street Lift Station, continuing to the Osprey Wastewater Treatment Plant. This infrastructure represents a critical component of the City's wastewater transmission system along the Indian River Lagoon.

Portions of the force main south of the South Street Lift Station were previously replaced in 2011 and 2025. The remaining segments are scheduled for replacement during Fiscal Year 2027–2028. Figures 2 and 3 illustrate the completed and planned force main improvements within the Indian River Lagoon corridor.

Figure 1: Osprey Basin



5/11/2026

1:144,730

0 1 2 4 mi

0 1.75 3.5 7 km

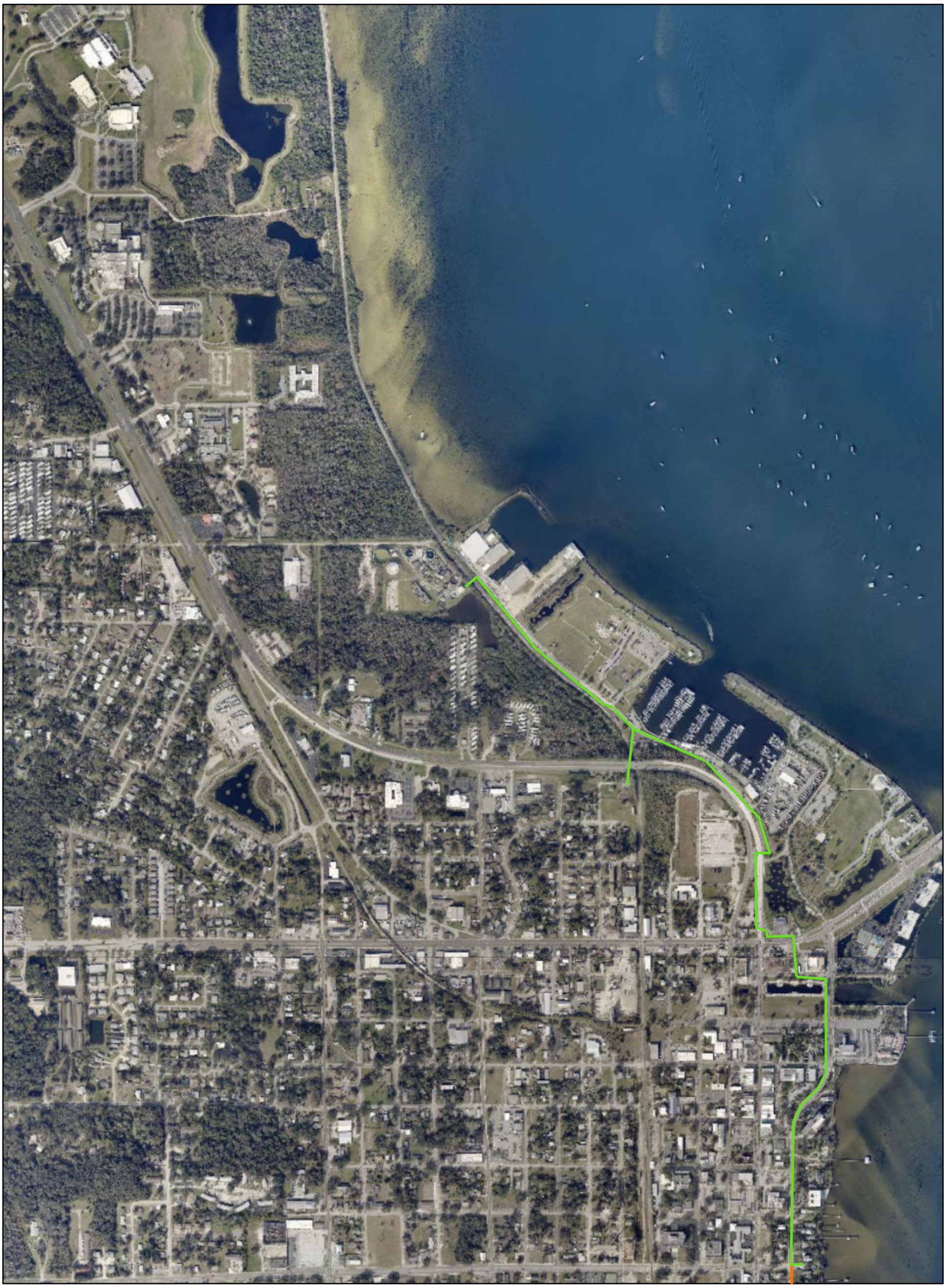
Osprey_Plant_service_Area

Titusville City Limits - City Boundary

World_Hillshade

City of Titusville, Planning Department, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Esri, NASA, NGA, USGS

Figure 2: Riverside Force Main- North Area



5/11/2026

World_Hillshade

Newly Installed Indian River Force Main

Portions of Force Main Replaced in 2011

1:10,635

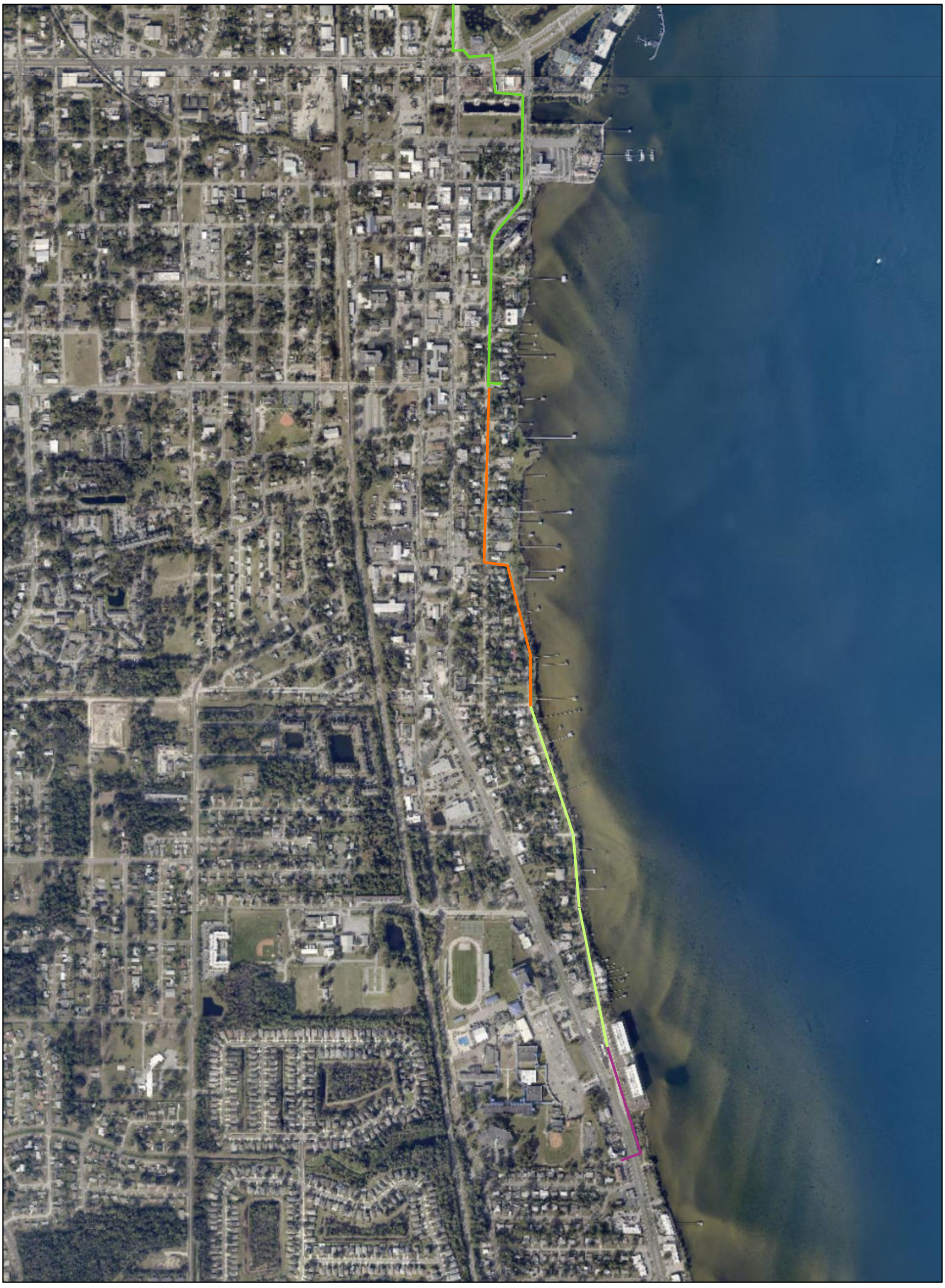
0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

BCPAO

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community Esri, NASA, NGA, USGS, FEMA

Figure 3: Riverside Force Main- South Area



5/11/2026

World_Hillshade

- Newly Installed Indian River Force Main
- Portion of Force Main replaced in 2011
- Riverside Force Main Phase 1 Replaced in 2025
- Riverside Force Main Phase 2 to be Replaced in 2026

1:10,635

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

BCPAO

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community Esri, NASA, NGA, USGS, FEMA

1.2 Indian River Force Main Project

The Indian River Force Main Project was initiated in response to recurring maintenance and repair activities associated with portions of the existing force main constructed of thin-wall polyvinyl chloride (PVC) pipe. These sections exhibited increased susceptibility to failure when compared to modern pipe materials and design standards.

On September 8, 2020, the City executed a professional services agreement with AECOM Technical Services, Inc. to design replacement of approximately 3,750 linear feet of force main extending from the South Street Lift Station to the A. Max Brewer Bridge.

During December 2020, a significant force main failure occurred near Sand Point Park, resulting in the discharge of approximately 7.2 million gallons of wastewater to adjacent stormwater ponds that ultimately discharge to the Indian River Lagoon. Emergency response measures were implemented immediately to contain the release and restore system functionality.

Following this event, the City expanded the design scope to include replacement of the remaining force main segment between the A. Max Brewer Bridge and the Osprey Wastewater Treatment Plant, representing approximately 4,700 additional linear feet of pipeline.

Project improvements included:

• Installation of upgraded pipe materials designed to improve long-term reliability.

• Increased force main capacity where appropriate.

• Relocation of pipeline segments farther from environmentally sensitive areas when feasible.

• Elimination of existing pond crossings.

• Enhanced protection of the Indian River Lagoon through improved alignment and infrastructure resiliency.

Design was completed during Summer 2022. The project was publicly advertised for construction on September 22, 2022, with bids opened on October 25, 2022. Young's Communication was identified as the lowest responsive and responsible bidder and was awarded a construction contract in the amount of $8,931,860 by the Titusville City Council on December 13, 2022.

A Notice to Proceed was issued on March 20, 2023, following a preconstruction meeting held on March 15, 2023. The project reached substantial completion in January 2025 following successful testing and regulatory clearance. The new force main was subsequently placed into service.

In February 2025, Young's Communication filed for bankruptcy protection prior to completing final project restoration and abandonment activities. The contractor's surety coordinated with the City to facilitate project completion. Following negotiations with the

surety, SDV Services was engaged to complete the remaining work under a separate agreement.

Final project activities, including abandonment of the existing force main and restoration of affected areas, were completed in February 2026.

Completion of the project substantially improved the reliability and resiliency of the City's wastewater collection system and significantly reduced the risk of future force main failures affecting the Indian River Lagoon.

SECTION 2 ASSET INVENTORY AND CONDITION ASSESSMENT

2.1 Introduction

The purpose of this section is to identify the critical assets associated with the Indian River Force Main Project, establish an approach for evaluating asset condition and performance, and provide a framework for long-term maintenance, rehabilitation, and replacement planning.

The Indian River Force Main is a critical component of the City of Titusville wastewater collection and transmission system. Failure of this infrastructure could adversely affect system reliability, increase operational costs, and create environmental risks to the Indian River Lagoon and surrounding natural resources. Accordingly, the City has incorporated these assets into its asset management program to ensure continued operation and regulatory compliance throughout their useful life.

2.2 Level of Service

The Indian River Force Main Project was designed and constructed to maintain and enhance the level of service provided by the City's wastewater collection system. The project supports the City's operational goals by improving system reliability, reducing the likelihood of force main failures, and protecting environmentally sensitive areas adjacent to the Indian River Lagoon.

The intended level of service for the force main system includes:

- Reliable conveyance of wastewater flows from the service area to the Osprey Wastewater Treatment Plant.
- Compliance with applicable federal, state, and local regulatory requirements.
- Protection of public health and the environment through reduction of the risk of wastewater releases.
- Minimization of service interruptions and emergency repairs.
- Long-term operational sustainability through proactive asset management and lifecycle planning.
- Preservation of system capacity necessary to accommodate existing and future wastewater demands.

The project was designed in accordance with applicable engineering standards and utility design criteria to provide sufficient hydraulic capacity and long-term operational reliability.

2.3 Asset Inventory and Critical Assets

The Indian River Force Main Project consists of force main piping, valves, air release valves (ARVs), fittings, and associated appurtenances necessary for the operation and maintenance of the wastewater transmission system.

The asset inventory provided in Table 1 identifies the critical assets associated with the project and includes the following information:

- Asset identification and description.
- Asset category.
- Condition rating.
- Original estimated useful life.
- Years in service.
- Recommended replacement year.
- Estimated replacement cost.

Associated fittings, couplings, gaskets, restraints, and appurtenances are considered integral components of the pipeline system and are included within the corresponding pipe asset classifications.

2.4 Condition Assessment Methodology

The City utilizes a risk-based asset management approach to evaluate asset condition and prioritize future rehabilitation and replacement activities. Asset condition information is maintained within the City's computerized maintenance management system (CMMS), VueWorks, which is integrated with the City's Geographic Information System (GIS).

Condition assessments are based on available information including:

- Asset age.
- Maintenance history.
- Inspection results.
- Operational performance.
- Failure history.
- Manufacturer recommendations.
- Field observations.

The City utilizes the following condition rating scale:

Condition Rating 1 – Excellent/New Asset is newly installed or in excellent condition with no known deficiencies.

Condition Rating 2 – Good Asset exhibits minor wear but remains fully functional with no significant operational concerns.

Condition Rating 3 – Fair Asset exhibits moderate deterioration and may require increased maintenance or monitoring.

Condition Rating 4 – Poor Asset exhibits significant deterioration, reduced reliability, or increased risk of failure and should be prioritized for rehabilitation or replacement.

Condition Rating 5 – Critical Asset has reached the end of its useful life or exhibits a high probability of failure requiring immediate corrective action.

Because the Indian River Force Main was placed into service in 2024, all project assets are currently assigned a Condition Rating of 1 (Excellent/New). Future condition ratings will be adjusted based on inspection findings, maintenance history, and operational performance.

2.5 Useful Life and Replacement Planning

Estimated useful life values were developed using industry guidance, manufacturer information, utility experience, and engineering judgment. Actual asset life may exceed these estimates depending upon operating conditions, maintenance practices, and environmental factors.

The City currently utilizes the following planning assumptions:

- PVC Force Main Pipe – 75 Years
- Ductile Iron Pipe (DIP) – 50 Years
- Gate Valves – 20 Years
- Air Release Valves (ARVs) – 15 Years

These useful life estimates will be periodically reviewed and revised as additional operational and maintenance data become available.

The rehabilitation and replacement schedules identified in Table 1 are intended for long-term financial planning purposes and will be updated through future asset management evaluations.

Replacement cost estimates reflect anticipated lifecycle replacement needs and include projected inflation factors. Shorter-lived assets such as valves and air release valves are expected to require replacement one or more times during the service life of the force main pipeline. Accordingly, replacement planning has been developed to address individual component replacement as well as ultimate force main replacement at the end of the pipeline’s useful life.

Table 1. Asset Table for Indian River Force Main Project

Asset Class ID	Asset Description	Asset Location/Stationing	Approximate Length	Condition Score	Original Useful Life (in years)	Years in Service	Replacement Year	Estimated Total Project Cost	
Valve	16 inch GV	S1-33-57	NA	1- NEW	20	2	2044	$ 425,000.00	[1]
Pipe	16 inch DR 14 PVC	Osprey Plant Tie in to Bore Casing	33 Feet	1- NEW	75	2	2099	$ 18,838,440.00	[2]
Valve	16 inch GV	S1-33-56	NA	1- NEW	20	2	2044	$ 425,000.00	
Pipe	16 inch DIP w/ 30 inch Steel Casing	Plant to Marina Road Under FEC RR	63 Feet	1- NEW	50	2	2074	$ 18,838,440.00	
Valve	16 inch GV	S1-33-55	NA	1- NEW	20	2	2044	$ 425,000.00	
Pipe	16 inch DR 14 PVC	RR Crossing to Valve S1-34-54	562 feet	1- NEW	75	2	2099	$ 18,838,440.00	
Valve	16 inch GV	S1-34-54	NA	1- NEW	20	2	2044	$ 425,000.00	
Pipe	16 inch DR 14 PVC	Between S1-34-54 And S1-34-53	437 Feet	1- NEW	75	2	2099	$ 18,838,440.00	
Pipe	16 inch DR 14 PVC	Between S1-34-53 and ARV	465 Feet	1- NEW	75	2	2099	$ 18,838,440.00	
ARV	ARV	S1-34-51	NA	1- NEW	15	2	2039	$ 173,000.00	[3]
Pipe	16 inch DR 14 PVC	ARV to S1-34-46	127 Feet	1- NEW	75	2	2099	$ 18,838,440.00	
Valve	16 inch GV	S1-34-46	NA	1- NEW	20	2	2044	$ 425,000.00	
Pipe	16 inch DIP w/ 30 inch Steel Casing	Between S1-34-46 and S1-34-47	114 Feet	1- NEW	50	2	2074	$ 18,838,440.00	
Valve	16 inch GV	S1-34-47	NA	1- NEW	20	2	2044	$ 425,000.00	
Pipe	16 inch DR 14 PVC	Between S1-34-47 and S1-34-48	142 Feet	1- NEW	75	2	2099	$ 18,838,440.00	
Valve	16 inch GV	S1-34-48	NA	1- NEW	20	2	2044	$ 425,000.00	
Pipe	16 inch DIP w/ 30 inch Steel Casing	Between S1-34-48 and S1-34-49	232 Feet	1- NEW	50	2	2074	$ 18,838,440.00	
Valve	16 inch GV	S1-34-49	NA	1- NEW	20	2	2044	$ 425,000.00	
Valve	16 inch GV	S1-34-45	NA	1- NEW	20	2	2044	$ 425,000.00	
Pipe	16 inch DR 14 PVC	Between S1-34-45 and ARV	23 Feet	1- NEW	75	2	2099	$ 18,838,440.00	
ARV	ARV	S1-34-44	NA	1- NEW	15	2	2039	$ 173,000.00	
Pipe	16 inch DR 14 PVC	ARV to S1-34-43	500 Feet	1- NEW	75	2	2099	$ 18,838,440.00	
Valve	16 inch GV	S1-34-43	NA	1- NEW	20	2	2044	$ 425,000.00	
Pipe	16 inch DR 14 PVC	Between S1-34-43 to S1-34-42	487 Feet	1- NEW	75	2	2099	$ 18,838,440.00	
Valve	16 inch GV	S1-34-42	NA	1- NEW	20	2	2044	$ 425,000.00	
Pipe	16 inch DR 14 PVC	Between S1-34-42 and S1-34-41	560 Feet	1- NEW	75	2	2099	$ 18,838,440.00	
Valve	16 inch GV	S1-34-41	NA	1- NEW	20	2	2044	$ 425,000.00	
Pipe	16 inch DIP w/ 30 inch Steel Casing	Between S1-34-41 and S1-34-40	131 Feet	1- NEW	50	2	2074	$ 18,838,440.00	
Valve	16 inch GV	S1-34-40	NA	1- NEW	20	2	2044	$ 425,000.00	
Pipe	16 inch DR 14 PVC	Between S1-43-40 and S1-34-39	35 Feet	1- NEW	75	2	2099	$ 18,838,440.00	
Valve	16 inch GV	S1-34-39	NA	1- NEW	20	2	2044	$ 425,000.00	
Pipe	16 inch DIP w/ 30 inch Steel Casing	Between S1-34-39 and S1-34-38	98 Feet	1- NEW	50	2	2074	$ 18,838,440.00	
Valve	16 inch GV	S1-34-38	NA	1- NEW	20	2	2044	$ 425,000.00	
Pipe	16 inch DR 14 PVC	Between S1-34-38 and ARV	45 Feet	1- NEW	75	2	2099	$ 18,838,440.00	
ARV	ARV	S1-34-37	NA	1- NEW	15	2	2039	$ 173,000.00	
Pipe	16 inch DR 14 PVC	Between ARV and ARV	325 Feet	1- NEW	75	2	2099	$ 18,838,440.00	
ARV	ARV	S1-34-36	NA	1- NEW	15	2	2039	$ 173,000.00	
Pipe	16 inch DR 14 PVC	Between ARV and S1-34-35	148 Feet	1- NEW	75	2	2099	$ 18,838,440.00	
Pipe	16 inch DIP w/ 30 inch Steel Casing	Between S1-34-35 and S1-34-34	68 Feet	1- NEW	50	2	2074	$ 18,838,440.00	
Valve	16 inch GV	S1-34-35	NA	1- NEW	20	2	2044	$ 425,000.00	
Valve	16 inch GV	S1-34-34	NA	1- NEW	20	2	2044	$ 425,000.00	
Pipe	16 inch DR 14 PVC	Between S1-34-34 and ARV	45 Feet	1- NEW	75	2	2099	$ 18,838,440.00	
ARV	ARV	S1-34-33	NA	1- NEW	15	2	2039	$ 173,000.00	
Pipe	16 inch DR 14 PVC	Between ARV and S1-34-32	25 Feet	1- NEW	75	2	2099	$ 18,838,440.00	
Valve	16 inch GV	S1-34-32	NA	1- NEW	20	2	2044	$ 425,000.00	
Pipe	16 inch DIP w/ 30 inch Steel Casing	Between S1-34-32 and S1-34-31	102 Feet	1- NEW	50	2	2074	$ 18,838,440.00	
Valve	16 inch GV	S1-34-31	NA	1- NEW	20	2	2044	$ 425,000.00	
Pipe	16 inch DR 14 PVC	between S1-34-31 and S1-34-28	75 feet	1- NEW	75	2	2099	$ 18,838,440.00	
Valve	16 inch GV	S1-34-28	NA	1- NEW	20	2	2044	$ 425,000.00	
Valve	16 inch GV	S1-34-27	NA	1- NEW	20	2	2044	$ 425,000.00	
Pipe	16 inch DIP w/ 30 inch Steel Casing	Between S1-34-27 and end of Steel Casing	115 feet	1- NEW	50	2	2074	$ 18,838,440.00	
Pipe	16 inch DR 14 PVC	End of Casing to ARV	75 feet	1- NEW	75	2	2099	$ 18,838,440.00	
ARV	ARV	S2-3-31	NA	1- NEW	15	2	2039	$ 173,000.00	
Pipe	16 inch DR 14 PVC	ARV to ARV	515 feet	1- NEW	75	2	2099	$ 18,838,440.00	
ARV	ARV	S2-3-30	NA	1- NEW	15	2	2039	$ 173,000.00	
Pipe	16 inch DR 14 PVC	ARV to S2-3-29	30 feet	1- NEW	75	2	2099	$ 18,838,440.00	

Valve	16 inch GV	S2-3-29	NA	1- NEW	20	2	2044	$ 425,000.00
Pipe	16 inch DR 14 PVC	Between S2-3-29 and reducer	575 feet	1- NEW	75	2	2099	$ 18,838,440.00
Valve	16 inch GV	S2-3-28	NA	1- NEW	20	2	2044	$ 425,000.00
ARV	ARV	S2-3-27	NA	1- NEW	15	2	2039	$ 173,000.00
Pipe	18 inch fusible PVC	Reducer to reducer	225 feet	1- NEW	75	2	2099	$ 18,838,440.00
Valve	16 inch GV	S2-3-26	NA	1- NEW	20	2	2044	$ 425,000.00
Pipe	16 inch DR 14 PVC	S2-3-26 to ARV	1100 feet	1- NEW	75	2	2099	$ 18,838,440.00
ARV	ARV	S2-3-25	NA	1- NEW	15	2	2039	$ 173,000.00
Pipe	16 inch DR 14 PVC	ARV to S2-3-24	539 feet	1- NEW	75	2	2099	$ 18,838,440.00
Valve	16 inch GV	S2-3-24	NA	1- NEW	20	2	2044	$ 425,000.00

1 The replacement cost assumes 3% inflation for 20 years and combines all the valves as one cost to replace them all

2 The replacement cost assumes 1% inflation for 75 years and use a full replacement of the whole project to estimate the cost

3 The replacement cost assumes 3% inflation for 15 years and combines all the ARVs as one cost to replace them all

SECTION 3 EVALUATION OF WATER AND ENERGY CONSERVATION EFFORTS

3.1 Introduction

Section 603(d)(1)(E) of the Clean Water Act requires recipients of Clean Water State Revolving Fund assistance to evaluate water and energy conservation measures as part of the Fiscal Sustainability Plan process.

The Indian River Force Main Project was evaluated to determine opportunities for improving water quality protection, reducing environmental impacts, promoting operational efficiency, and supporting sustainable infrastructure management.

3.2 Water Conservation and Environmental Protection

Although the project does not directly affect potable water consumption, it provides significant environmental benefits through enhanced wastewater system reliability and protection of surface waters.

The project replaced aging wastewater infrastructure that had experienced previous failures and was located in close proximity to the Indian River Lagoon. Project improvements substantially reduce the risk of wastewater releases and associated impacts to surface water quality.

Specific environmental protection measures incorporated into the project include:

- Replacement of aging force main infrastructure with modern pipe materials.
- Relocation of pipeline segments farther from environmentally sensitive areas where feasible.
- Elimination of force main alignments crossing stormwater ponds connected to the Indian River Lagoon.
- Reduction of the potential for sanitary sewer overflows and emergency wastewater releases.
- Restoration of disturbed areas using sustainable landscaping practices and native vegetation where appropriate.

These improvements support the City’s ongoing commitment to protecting the Indian River Lagoon and maintaining compliance with environmental regulations.

3.3 Energy Efficiency Considerations

The project does not include major energy-consuming equipment such as pumps, motors, or treatment processes. As a result, opportunities for direct energy reduction were limited.

However, the force main was designed using hydraulic analyses intended to optimize pipeline sizing and system performance while maintaining compatibility with existing lift station operations. The project therefore supports efficient system operation without requiring increased pumping capacity or additional energy consumption.

By reducing the likelihood of emergency repairs, bypass operations, and system failures, the project also contributes indirectly to long-term operational efficiency and resource conservation.

3.4 Water and Energy Conservation Certification

The City of Titusville has evaluated water conservation, energy conservation, and environmental sustainability opportunities associated with the Indian River Force Main Project in accordance with the requirements of Section 603(d)(1)(E) of the Clean Water Act.

The City certifies that appropriate conservation and sustainability considerations have been incorporated into project planning, design, construction, operation, and long-term asset management practices. The City will continue to evaluate and implement feasible conservation measures as part of ongoing utility operations and future capital improvement planning.

SECTION 4 ASSET MANAGEMENT AND FISCAL PLANNING

4.1 Asset Management Program

The City of Titusville has implemented an asset management program utilizing VueWorks, a computerized maintenance management system integrated with the City's Geographic Information System (GIS).

Following project completion, all force main assets were incorporated into the City's GIS and asset management database. This system enables the City to:

- Maintain an inventory of critical wastewater assets.
- Track maintenance activities and inspection results.
- Document repairs and operational history.
- Monitor asset condition and performance.
- Support lifecycle planning and capital improvement programming.
- Prioritize rehabilitation and replacement activities based on risk and condition.

Asset information will be continuously updated as inspections, maintenance activities, and operational data become available.

4.2 Preventative Maintenance Program

The City will implement a preventative maintenance program designed to maximize asset life, reduce failure risk, and maintain operational reliability.

Preventative maintenance activities include valve exercising, air release valve inspection, pipeline condition assessment, and routine operational monitoring.

Asset	Frequency	Preventative Maintenance

Pipe	Once every 5 years	Either acoustic or electromagnetic inspection of pipe
Valves	Once every 3 years	Exercise and inspect
ARVs	Once every 3 years	Exercise and inspect

Maintenance frequencies may be adjusted in the future based on observed asset performance and condition assessment results.

4.3 Rehabilitation and Replacement Strategy

The City will utilize condition assessment information, maintenance records, operational history, and risk evaluations to determine appropriate rehabilitation and replacement schedules.

As assets approach the end of their useful life, replacement priorities will be evaluated based on:

- Asset condition.
- Operational criticality.
- Failure history.
- Environmental risk.
- Regulatory requirements.
- Available funding.

The City recognizes that actual asset life may exceed current planning assumptions. Accordingly, replacement decisions will be based on demonstrated condition and performance rather than age alone.

4.4 Fiscal Sustainability Plan

The purpose of this Fiscal Sustainability Plan is to ensure that adequate financial resources are available to support future maintenance, rehabilitation, and replacement needs associated with the Indian River Force Main Project.

The City will incorporate anticipated lifecycle costs into its ongoing financial planning processes, including:

- Annual operating budgets.
- Capital Improvement Program (CIP) planning.
- Wastewater utility rate evaluations.
- Long-term financial forecasts.
- Utility reserve funding strategies.

Projected replacement costs identified within this plan serve as planning-level estimates and will be periodically updated to reflect actual asset condition, inflation, construction costs, and utility priorities.

Because the force main was recently placed into service, significant capital rehabilitation or replacement expenditures are not anticipated in the near term. Near-term expenditures are expected to be limited to routine inspections, preventative maintenance activities, and periodic condition assessments.

Through implementation of this asset management program, preventative maintenance strategy, and long-term financial planning process, the City of Titusville will maintain the operational reliability, regulatory compliance, and fiscal sustainability of the Indian River Force Main throughout its service life.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Acceptance of Easement from Parrish Landing**

Department/Office: Public Works

Recommended Action:
Accept a utility easement for water and sewer infrastructure from Parrish Landing located north of Brooks Landing at the corner of Parrish Road and Hammock Road.

Summary Explanation & Background:

Parrish Landing is an out-of-city residential subdivision that previously received approval to connect to the City of Titusville's water and wastewater utility systems. Construction of the public utility infrastructure has been completed in accordance with the required permits, and the subdivision plat has been finalized with Brevard County. During the final plat review, it was determined that additional utility easements are needed to provide the City with legal access to operate, inspect, maintain, repair, and replace the publicly owned water and wastewater infrastructure located within the development. Separately, the developer is pursuing annexation of the property into the City of Titusville.

Approval of these easements will ensure the City has the necessary legal rights to access and maintain its public utility infrastructure, consistent with standard utility conveyance requirements. Obtaining these easements is a routine component of accepting publicly maintained infrastructure and is essential to protecting the long-term reliability of the City's water and wastewater systems and safeguarding public health and safety.

Alternatives:

Item Budgeted:
NA

Source/Use of Funds/Budget Book Page:
NA

Strategic Plan:
Goal 2: Efficient & Effective Services
Goal 4: Economic Development

Strategic Plan Impact:
This action will result in provding access needed to properly maintain and secure important public utility infrastructure.

ATTACHMENTS:
1. Parrish Landing Easements

UTILITY EASEMENT

THIS INDENTURE, made and entered into this ____ day of _____ _____, by and between, **Parrish Landing Homeowners Association, Inc., a not for profit Florida corporation,** hereinafter called, collectively with its successors and assigns, "**GRANTOR**", and the **CITY OF TITUSVILLE, FLORIDA**, a municipal corporation, whose post office address is P.O. Box 2806, Titusville, Florida 32781-2806, hereinafter called "**GRANTEE**".

A. GRANTOR is the owner in fee simple of that certain property consisting of Tracts A through F located in the City of Titusville, Brevard County, Florida ("the "Parrish Landing Subdivision") identified on and described in Note 15 A through F of the plat recorded as CFN 2026091888, in Plat Book 78, Page 87, in the Public Records of Brevard County Public, Florida and attached hereto as Exhibit "A" (the "Plat") and made a part hereof and being more specifically Tract E identified on and described in Note 15 E of the Plat (the "Easement Area").

B. GRANTOR warrants and represents that it has clear and marketable title to the property and authority to execute this instrument.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the sum of One Dollar ($1.00), and other valuable consideration, receipt whereof is hereby acknowledged, the parties would agree and covenant as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated by reference and made a part of this Agreement.

2. Grant of Easement. The GRANTOR does hereby grant bargain, sell and convey to GRANTEE, its legal representatives and assigns, the nonexclusive right of easement over, across, under, and through the Easement Area situated in the City of Titusville, Brevard County, Florida, for the following purposes and subject to the following reservations of rights and the terms and conditions of this Agreement:

(a). An access and utility easement over, across, under, and through the Easement Area for the purpose of constructing, improving, replacing, repairing, and maintaining potable water and potable water mains, sanitary sewer lines and equipment and related improvements and structures located within the Easement Area.

The right of entry described herein for purposes of construction, maintenance, repair, and use of the facilities and improvements to be constructed and maintained within the Easement Area shall be without limitation or interruption. The rights granted herein shall include the right of the GRANTEE to assign its rights and obligations hereunder to one or more utility and service providers maintaining the facilities provided the rights herein granted shall not include the right of GRANTEE to grant new or additional rights or easements and shall be for the limited purposes set forth herein.

3. Perpetual Easement. The Easement Area created hereunder shall be considered perpetual.

4. Modification. There are no other agreements, promises or undertakings between the parties except as specifically set forth herein. No alterations, changes, modifications or amendments shall be made to this Agreement except in writing and signed by the parties hereto or their successors or assigns.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be signed in their name by their proper officers and their corporate seal to be affixed, attested by their Secretary on this ____ day of _____, 2026.

Parrish Landing Homeowners Association, Inc. not for profit Florida corporation,

By: _____

Grantor: Thomas B. Sullivan, President

Witness Signature (Grantor):

Luca Corinteli

Print Name:
Address 8014 Aberdeen Road
Bethesda, Maryland, 20854

Witness Signature (Grantor):

Stephen Socis

Print Name:
Address 14911 FLANFIELD LN
GERMANTOWN MD 20874

STATE OF ~~FLORIDA~~ Maryland
COUNTY OF ~~BREVARD~~ Montgomery

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 27th day of June, 2026, by Thomas B. Sullivan, as President of the Parrish Landing Homeowners Association, Inc., a not for profit Florida corporation, who is personally known to be or who has produced _____ as identification and did/did not take an oath.

Notary Public, State of ~~Florida~~ Maryland
My Commission expires: June 9, 2029

MARYANNE YONTEF
Notary Public - State of Maryland
Montgomery County
My Commission Expires Jun 9, 2029

Legal Description of Easement Area- Exhibit A

Tract E of the Parrish Landing, LLC Subdivision Plat recorded as CFN 2026091888, in Plat Book 78, Page 87, in the Public Records of Brevard County Public, Florida and a copy of which is attached hereto.

PARRISH LANDING

A SUBDIVISION LYING IN SECTION 21, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA

PLAT BOOK 78 PAGE 87

SHEET 1 OF 3

SECTION 21, TOWNSHIP 21 SOUTH, RANGE 35 EAST

LEGAL DESCRIPTION:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, LYING WEST OF HAMMOCK ROAD, LESS THE NORTH 50 FEET.

AND THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, LYING WEST OF HAMMOCK ROAD.

AND THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, LYING EAST OF HAMMOCK ROAD.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE CENTER OF SAID SECTION 21 AND RUN SOUTH 89°31'41" WEST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 1340.97 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21, SAID POINT ALSO BEING AN INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF BRADY GROVE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 43 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 01°01'44" EAST ALONG SAID NORTHERLY EXTENSION AND SAID EAST LINE OF BRADY GROVE PARK A DISTANCE OF 65.00 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY OF PARRISH ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 10195, PAGE 1828, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 01°01'44" EAST ALONG SAID EAST LINE OF BRADY GROVE PARK, AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 1265.00 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21, SAID POINT ALSO LYING ON THE NORTH LINE OF BROOKS LANDING PHASE 1 – REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 74, PAGE 80, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 89°27'20" EAST ALONG SAID NORTH LINE OF SAID PLAT AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 1044.62 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY OF HAMMOCK ROAD PER SAID OFFICIAL RECORDS BOOK 10195, PAGE 1828; THENCE NORTH 18°05'04" WEST ALONG SAID WESTERLY RIGHT-OF-WAY OF HAMMOCK ROAD, A DISTANCE OF 1312.03 FEET TO AN INTERSECTION WITH SAID SOUTH RIGHT-OF-WAY OF PARRISH ROAD PER SAID OFFICIAL RECORDS BOOK 10195 PAGE 1828; THENCE SOUTH 89°31'41" WEST ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 703.61 FEET TO THE POINT OF BEGINNING.

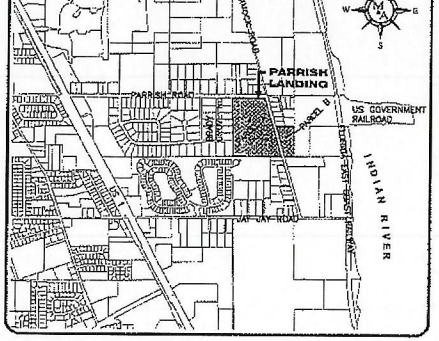
PARCEL B:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE CENTER OF SAID SECTION 21 AND RUN SOUTH 00°48'34" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 21 A DISTANCE OF 667.53 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 21, SAID INTERSECTION ALSO BEING THE SOUTHEAST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8372, PAGE 1141 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING;

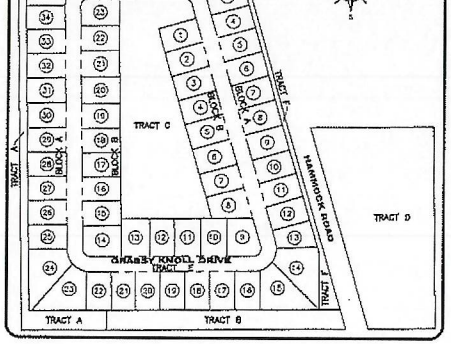
THENCE SOUTH 89°29'56" WEST ALONG THE NORTH LINE OF SAID SOUTH 1/2 AND ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8372, PAGE 1141 AND THE SOUTH LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9473, PAGE 1274 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA A DISTANCE OF 369.35 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF HAMMOCK ROAD PER SAID OFFICIAL RECORDS BOOK 10195, PAGE 1828 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 18°05'04" EAST ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 698.12 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 21, SAID INTERSECTION ALSO BEING THE NORTH LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7178, PAGE 1524, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 89°27'20" EAST ALONG SAID SOUTH LINE OF THE SOUTH 1/2 AND SAID NORTH LINE DESCRIBED IN OFFICIAL RECORDS BOOK 7178, PAGE 1524 A DISTANCE OF 218.39 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 21, SAID INTERSECTION ALSO BEING THE WEST LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4077, PAGE 2289 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 00°48'34" WEST ALONG SAID EAST LINE OF THE SOUTH 1/2 AND SAID WEST LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 4077, PAGE 2289 A DISTANCE OF 680.74 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,308,555.75 SQUARE FEET, OR 30.053 ACRES, MORE OR LESS.

VICINITY MAP - NOT TO SCALE



KEY MAP - NOT TO SCALE



INDEX OF DRAWINGS:

SHEET 1: DEDICATIONS, LEGAL DESCRIPTION, PLAT NOTES, VICINITY MAP & KEY MAP

SHEET 2: PLAT GEOMETRY, ABBREVIATIONS & LEGEND

SHEET 3: FPL EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 10466, PAGE 676

TRACT NO.	TRACT USE	OWNERSHIP & MAINTENANCE ENTITY	AREA
A	PUBLIC & PRIVATE DRAINAGE, STORMWATER, RECREATION, & LANDSCAPE BUFFER	PARRISH LANDING HOA, INC.	1.241 AC
B	PUBLIC & PRIVATE DRAINAGE, STORMWATER, WETLAND PRESERVATION, & LANDSCAPE BUFFER	PARRISH LANDING HOA, INC.	1.110 AC
C	PRIVATE DRAINAGE, STORMWATER, & RECREATION	PARRISH LANDING HOA, INC.	3.435 AC
D	PRIVATE DRAINAGE, STORMWATER, RECREATION, & LANDSCAPE BUFFER	PARRISH LANDING HOA, INC.	4.697 AC
E	PRIVATE ROAD RIGHT OF WAY	PARRISH LANDING HOA, INC.	3.332 AC
F	PRIVATE DRAINAGE, STORMWATER, RECREATION, & LANDSCAPE BUFFER	PARRISH LANDING HOA, INC.	0.691 AC

STATE PLANE COORDINATE NOTES:
THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE, NORTH AMERICAN DATUM OF 1983, AND READJUSTED IN 2011 (NAD83/2011).

DESIGNATION	PID	NORTHING U.S. SURVEY FT.	NORTHING METERS	EASTING U.S. SURVEY FT.	EASTING METERS	N. LATITUDE	W. LONGITUDE	COMBINED SCALE FACTOR	CONVERGENCE ANGLE
BREVARD GPS 1063	AK7512	1,577,786.530	480,810.295	710,892.800	216,710.877	28°40'26.32851"	80°49'44.47810"	0.99994460	(+) 0°01'54.30"
BREVARD GPS 1064 RESET	DP1668	1,577,714.570	480,788.362	707,498.800	215,646.067	28°40'25.66231"	80°50'23.70332"	0.99994426	(+) 0°04'36.52"
TITUSVILLE SE BASE	AK0912	1,559,789.830	475,424.891	712,991.220	217,320.157	28°37'28.11047"	80°49'22.33951"	0.99994467	(+) 0°04'56.96"

THE COORDINATE VALUES SHOWN ON THE PLAT BOUNDARY AND THE SECTION CORNERS WERE COMPUTED USING AUTODESK CIVIL3D, A PROJECT SCALE FACTOR OF 0.999993.2549 WAS USED TO CONVERT GROUND DISTANCE TO GRID DISTANCE. THE COORDINATES AND DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCE TO GRID DISTANCE. ALL OF THE VALUES EXPRESSED ARE IN U.S. SURVEY FEET.

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NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Prepared By:
MORGAN & Associates
Consulting Engineers, Inc.
104 N. Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6008
L.B. # 7940
Drawn By: ITH
Checked By: Samuel C. Bowers

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE REFERRED TO A VALUE OF S89°31'41"W FOR THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 35 EAST.
2. BREVARD COUNTY VERTICAL CONTROL MARK 8SA32 IS LOCATED WITHIN THE LIMITS OF THESE PLAT BOUNDARIES. FOR VERTICAL CONTROL DATA CONTACT THE BREVARD COUNTY SURVEYING AND MAPPING DEPARTMENT.
3. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTE CHAPTERS 177.091(8) AND 177.091(9).
4. LANDS PLATTED SHOWN HEREON ARE SUBJECT TO RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS, AND ALL OTHER MATTERS RECORDED IN O.R.B. 10217 PAGE 482 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
5. THE H.O.A. ("PARRISH LANDING HOA, INC.") SHALL BE RESPONSIBLE FOR THE OWNERSHIP AND MAINTENANCE OF ALL COMMON AREAS INCLUDING STORMWATER MANAGEMENT, AND AMENITY IMPROVEMENTS, SIDEWALKS, LANDSCAPE, IRRIGATION, DRAINAGE, BUFFERS, WALLS, OR FENCES, AND STORMWATER MANAGEMENT FACILITIES LOCATED IN COMMON TRACTS "A, B, C, D, E & F".
6. BREVARD COUNTY NOTES:
   A. AN INGRESS AND EGRESS EASEMENT IS HEREBY DEDICATED TO BREVARD COUNTY OVER AND ACROSS ALL PRIVATE DRAINAGE EASEMENTS, PRIVATE STORMWATER TRACTS, AND PRIVATE ROADWAYS FOR LAW ENFORCEMENT, EMERGENCY ACCESS, AND EMERGENCY MAINTENANCE.
   B. EACH LOT OWNER PURCHASING A LOT SHOWN ON THIS PLAT CONSENTS TO THE IMPOSITION OF A MUNICIPAL SERVICE BENEFIT UNIT BY BREVARD COUNTY OR OTHER GOVERNMENTAL ENTITY FOR MAINTENANCE OF COMMON AREAS IN THE EVENT OF THE FAILURE OF THE HOMEOWNER'S ASSOCIATION TO MAINTAIN PROPERLY THE COMMON AREAS IN CONFORMANCE WITH THE APPLICABLE REGULATIONS. AN EASEMENT TO THE COMMON AREAS MUST BE GRANTED TO BREVARD COUNTY PRIOR TO ESTABLISHMENT OF A MUNICIPAL SERVICE BENEFIT UNIT.
   C. ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE H.O.A.; (PARRISH LANDING HOA, INC.) TO MAINTAIN.
   D. NOTWITHSTANDING OTHER PROVISIONS HEREIN, THE VOTE OF 50 PERCENT PLUS ONE OF THE LOT OWNERS SHALL CONSTITUTE A DEDICATION OF THE COMMON AREA TO THE COUNTY; AN ADOPTION OF A MUNICIPAL SERVICE BENEFIT UNIT ORDINANCE TO PROVIDE MAINTENANCE TO THE COMMON AREA SHALL BE DEEMED ACCEPTANCE OF THE DEDICATION TO THE COUNTY.
7. ALL ELECTRIC, GAS, TELEPHONE, AND TV CABLE UTILITIES SHALL BE UNDERGROUND.
8. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
9. A PUBLIC & PRIVATE UTILITY EASEMENT 10.00 FEET IN WIDTH IS HEREBY DEDICATED AND CONVEYED ON THE FRONT OF ALL TRACTS AND LOTS PARALLEL WITH AND ADJACENT TO ALL ROAD RIGHTS OF WAY FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, OPERATION, AND MAINTENANCE OF PRIVATE AND PUBLIC UTILITIES.
10. UNLESS OTHERWISE SHOWN, AN EASEMENT 5.00 FEET IN WIDTH IS DEDICATED AND CONVEYED ADJACENT TO AND CONTIGUOUS WITH ALL SIDE LOT LINES FOR THE PURPOSE OF: CONSTRUCTION, INSTALLATION, OPERATION, AND MAINTENANCE OF PUBLIC UTILITIES (TO THE PUBLIC) AND PRIVATE DRAINAGE FACILITIES (TO THE H.O.A. (PARRISH LANDING HOA, INC.).
11. THE FOLLOWING PRIVATE DRAINAGE EASEMENTS ARE HEREBY DEDICATED AND CONVEYED TO THE H.O.A. (PARRISH LANDING HOA, INC.), FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, OPERATION, AND MAINTENANCE OF PRIVATE DRAINAGE FACILITIES:
   A. A PRIVATE DRAINAGE EASEMENT, 5.00 FEET IN WIDTH, AT THE REAR OF; LOT 1 & LOT 2, OF BLOCK A, AND THE REAR OF: LOT 36, LOT 37, LOT 38, AND LOT 39, OF BLOCK A.
   B. A PRIVATE DRAINAGE EASEMENT, 10.00 FEET IN WIDTH, AT THE REAR OF; LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9, LOT 10, LOT 11, LOT 12, LOT 13, LOT 14, LOT 15, LOT 16, LOT 17, LOT 18, LOT 19, LOT 20, LOT 21, LOT 22, LOT 23, LOT 24, LOT 25, LOT 26, LOT 27, LOT 28, LOT 29, LOT 30, LOT 31, LOT 32, LOT 33, LOT 34, AND LOT 35, OF BLOCK A.
   C. A PRIVATE DRAINAGE EASEMENT, 10.00 FEET IN WIDTH, AT THE SIDE OF LOT 13 & LOT 14, OF BLOCK A.
   D. A PRIVATE DRAINAGE EASEMENT, 15.00 FEET IN WIDTH, AT THE SIDE OF LOT 23, OF BLOCK A.
   E. A PRIVATE DRAINAGE EASEMENT, 20.00 FEET IN WIDTH, AT THE SIDE OF LOT 24, OF BLOCK A.
   F. A PRIVATE DRAINAGE EASEMENT, 10.00 FEET IN WIDTH, AT LOT 8, LOT 9, LOT 10, AND LOT 11, OF BLOCK B, AND LOT 13, LOT 14, AND LOT 15, OF BLOCK B.
   G. A PRIVATE DRAINAGE EASEMENT, 12.50 FEET IN WIDTH, AT THE SIDE OF LOT 8 & LOT 9, OF BLOCK A, AND AT THE SIDE OF LOT 2 & LOT 3, OF BLOCK B, AND AT THE SIDE OF LOT 5 & LOT 6, OF BLOCK B, AND AT THE SIDE OF LOT 20 & LOT 21, OF BLOCK B.
12. ALL DRAINAGE AND STORMWATER INFRASTRUCTURE SHALL BE OWNED AND MAINTAINED BY THE H.O.A. (PARRISH LANDING HOA, INC.). ALL PRIVATE UTILITY EASEMENTS AND PRIVATE DRAINAGE EASEMENTS CREATED BY THIS PLAT ARE FOR THE USE AND BENEFIT OF THE H.O.A. (PARRISH LANDING HOA, INC.)
13. THE FOLLOWING PUBLIC DRAINAGE EASEMENT IS HEREBY DEDICATED AND CONVEYED TO BREVARD COUNTY:
   A. A PUBLIC DRAINAGE EASEMENT, 25.00 FEET IN WIDTH, AT TRACT D, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, OPERATION, AND MAINTENANCE OF DRAINAGE FACILITIES.
14. THE FOLLOWING PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED AND CONVEYED TO THE PUBLIC, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, OPERATION, AND MAINTENANCE OF PUBLIC UTILITIES:
   A. A PUBLIC UTILITY EASEMENT, 10.00 FEET IN WIDTH, AT THE SIDE OF LOT 13 & LOT 14, OF BLOCK A.
   B. A PUBLIC UTILITY EASEMENT, 15.0 FEET IN WIDTH, AT THE SIDE OF LOT 23, OF BLOCK A.
   C. A PUBLIC UTILITY EASEMENT, 20.00 FEET IN WIDTH, AT THE SIDE OF LOT 24, OF BLOCK A.
15. TRACTS ARE HEREBY OWNED AND MAINTAINED BY THE H.O.A. ("PARRISH LANDING HOA, INC.") AS FOLLOWS:
   A. TRACT A; AS: A PUBLIC DRAINAGE EASEMENT FOR FLOWAGE OF STORMWATER, RECREATION, LANDSCAPE BUFFER AREA REGARDING PUBLIC DRAINAGE TRACT A ONLY ALLOWS FOR THE CONVEYANCE AND FLOW OF STORMWATER FROM THE ADJOINING LOTS 1, 2, 3, 4, 5, & 6 OF THE PLAT OF BRADY GROVE PARK, PLAT BOOK 25, PAGE 43, PUBLIC RECORDS OF BREVARD COUNTY, & THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6203, PAGE 2580, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. TREE PRESERVATION IS SPECIFICALLY REQUIRED BY BREVARD COUNTY. TREE REMOVAL AND/OR LAND DISTURBANCE IS PROHIBITED.
   B. TRACT B, AS: A PUBLIC DRAINAGE EASEMENT FOR FLOWAGE OF STORMWATER, WETLAND PRESERVATION, LANDSCAPE BUFFER AREA REGARDING PUBLIC DRAINAGE TRACT B ONLY ALLOWS FOR THE CONVEYANCE AND FLOW OF STORMWATER FROM TRACT A, THROUGH TRACT B, TO HAMMOCK ROAD. WETLAND PRESERVATION IS CONVEYED IN PERPETUITY, AND SHALL NOT REMOVE, ALTER, OR DISTURB THE PRESERVED WETLANDS AND UPLAND BUFFER.
   C. TRACT C; AS: A PRIVATE DRAINAGE, STORMWATER, AND RECREATION AREA, TREE PRESERVATION IS SPECIFICALLY REQUIRED BY BREVARD COUNTY. TREE REMOVAL AND/OR LAND DISTURBANCE IS PROHIBITED.
   D. TRACT D, AS: A PRIVATE DRAINAGE, STORMWATER, RECREATION, AND LANDSCAPE BUFFER AREA. TREE PRESERVATION IS SPECIFICALLY REQUIRED BY BREVARD COUNTY. TREE REMOVAL AND/OR LAND DISTURBANCE IS PROHIBITED.
   E. TRACT E; AS: A PRIVATE ROAD RIGHT OF WAY. SAID TRACT IS SUBJECT TO A BLANKET ACCESS AND UTILITY EASEMENT IN FAVOR OF BREVARD COUNTY, AS WELL AS A BLANKET PRIVATE DRAINAGE EASEMENT.
   F. TRACT F; AS: A PRIVATE DRAINAGE, STORMWATER, RECREATION, AND LANDSCAPE BUFFER AREA. TREE PRESERVATION IS SPECIFICALLY REQUIRED BY BREVARD COUNTY. TREE REMOVAL AND/OR LAND DISTURBANCE IS PROHIBITED.
16. A. FOR JOINDERS IN DEDICATION SEE O.R.B. _____ PAGE _____ PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
   B. FOR MORTGAGE JOINDER IN FAVOR OF FIRST CONTINENTAL INVESTMENT CO., LTD., A TEXAS LIMITED PARTNERSHIP, SEE OFFICIAL RECORDS BOOK 10217 PAGE 471, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
   C. FOR MORTGAGE JOINDER IN FAVOR OF D.R. HORTON, INC., SEE OFFICIAL RECORDS BOOK 10217 PAGE 480, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
17. THE FOLLOWING MATTERS OF TITLE ENCUMBER THE SUBJECT PROPERTY PER A TITLE OPINION PERFORMED BY: BOOKER & ASSOCIATES, P.A., DATED: 11/23/2025
   1. MORTGAGE IN FAVOR OF FIRST CONTINENTAL INVESTMENT CO., LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED IN OFFICIAL RECORDS BOOK 10318, PAGE 2330, IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. BLANKET IN NATURE. NON-PLOTTABLE.
   2. MORTGAGE IN FAVOR OF D.R. HORTON, INC., RECORDED IN OFFICIAL RECORDS BOOK 10318, PAGE 2367, IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. BLANKET IN NATURE. NON-PLOTTABLE.
   3. UCC-1 FINANCING STATEMENT FILED WITH THE FLORIDA SECRETARY OF STATE AND RECORDED IN OFFICIAL RECORDS BOOK 10318, PAGE 2425, IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. BLANKET IN NATURE. NON-PLOTTABLE.
   4. NOTICE OF COMMENCEMENT RECORDED IN OFFICIAL RECORDS BOOK 10352, PAGE 564, IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. BLANKET IN NATURE. NON-PLOTTABLE.
   5. TAXES AND ASSESSMENTS FOR THE YEAR 2025 ARE PAID IN FULL. BLANKET IN NATURE. NON-PLOTTABLE.
   6. DRAINAGE EASEMENT, ORB 1974, PG. 16, AFFECTS THE SUBJECT PROPERTY, MAPPED AND SHOWN HEREON.
   7. BINDING DEVELOPMENT PLAN, ORB 8858, PG. 2698, AFFECTS THE SUBJECT PROPERTY, BLANKET IN NATURE. NON-PLOTTABLE.
   8. TRI-PARTY AGREEMENT, ORB 10318, PG. 2406, AFFECTS THE SUBJECT PROPERTY. BLANKET IN NATURE. NON-PLOTTABLE.
   9. SURVEYOR'S AFFIDAVIT, ORB 8858, PG. 2389, AFFECTS THE SUBJECT PROPERTY, BLANKET IN NATURE. NON-PLOTTABLE.
   10. UNDERGROUND EASEMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY, ORB 10466, PG. 676, AFFECTS THE SUBJECT PROPERTY, MAPPED AND SHOWN HEREON.
18. IN THE EVENT THAT BREVARD COUNTY DISTURBS THE SURFACE OF A PRIVATE STREET DUE TO MAINTENANCE, REPAIR OR REPLACEMENT OF A PUBLIC IMPROVEMENT LOCATED THEREIN, THEN THE COUNTY SHALL BE RESPONSIBLE FOR RESTORING THE STREET SURFACE ONLY TO THE EXTENT WHICH WOULD BE REQUIRED IF THE STREET WERE A PUBLIC STREET IN ACCORDANCE WITH COUNTY SPECIFICATIONS.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THE LIMITED LIABILITY COMPANY NAMED BELOW, THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN:

PARRISH LANDING

HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED IN THE PLAT NOTES AND HEREBY DEDICATES: TRACT A, TRACT B, TRACT C, TRACT D, TRACT E, AND TRACT F, TOGETHER WITH ALL PRIVATE DRAINAGE EASEMENTS MAPPED HEREON, TO THE H.O.A. ("PARRISH LANDING HOA, INC."). ALL PUBLIC UTILITY EASEMENTS AND PUBLIC DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO BREVARD COUNTY, NO OTHER EASEMENTS ARE HEREBY DEDICATED OR GRANTED TO THE PUBLIC, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAT NOTES. IT BEING THE INTENTION OF THE UNDERSIGNED THAT ALL OTHER EASEMENTS AND COMMON AREAS SHOWN HEREON BE OWNED AND MAINTAINED PRIVATELY OR BY PARRISH LANDING HOA, INC. AND THAT BREVARD COUNTY AND THE PUBLIC HAVE NO RIGHT OR INTEREST THEREIN. IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED ON THE DATE SET FORTH BELOW:

SIGNED AND SEALED IN THE PRESENCE OF:

WITNESS 1 — PRINT NAME: ANDREAS KRAMOU

WITNESS 2 — PRINT NAME: Lymari L. Mercheb

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY, THAT ON 2/12/2026 BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED:

BY: THOMAS B. SULLIVAN, AS AUTHORIZED REPRESENTATIVE AND MANAGER

RESPECTIVELY AS AUTHORIZED REPRESENTATIVE AND MANAGER OF: S3 PARRISH, LLC, A FLORIDA CORPORATION, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED D.L. AS IDENTIFICATION. THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 12TH DAY OF FEB, 2026 BY THOMAS B. SULLIVAN.

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES 3/10/2028

COMMISSION NO. HH 501757

JONATHAN HUSSEY — Notary Public State of Florida — Commission # HH 501757 — My Commission Expires March 10, 2028

CERTIFICATE OF SURVEYOR:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON NOVEMBER 25, 2025, HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN ON THE FOREGOING PLAT; AND THAT SAID PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION AND THAT SAID PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND BREVARD COUNTY CODE SECTION 62-3841, (C)(D); AND THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.s") AND PERMANENT CONTROL POINTS ("P.C.P.s") AND MONUMENTS HAVE BEEN PLACED AS REQUIRED BY LAW.

SAMUEL C. BOWERS, P.S.M.
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6570
MORGAN & ASSOCIATES CONSULTING ENGINEERS, INC.
504 N. HARBOR CITY BLVD.
MELBOURNE, FLORIDA 32935
FLORIDA CORPORATE CERTIFICATE NO. 7940

CERTIFICATE OF REVIEWING SURVEYOR FOR BREVARD COUNTY

I HEREBY CERTIFY, THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, PART 1 OF FLORIDA STATUTES AND BREVARD COUNTY ORDINANCE 62-2841 (C)(D).

MICHAEL J. SWEENEY, Thomas J. Crawford
PROFESSIONAL SURVEYOR AND MAPPER No. 5521
NO. 4078

CERTIFICATE OF ACCEPTANCE OF DEDICATION BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, THAT THE BOARD OF COUNTY COMMISSIONERS HEREBY ACCEPTS PUBLIC UTILITY EASEMENTS DESIGNATED FOR PUBLIC USE ON THIS PLAT.

THAD ALTMAN, CHAIR

Rachel M. Sadoff, clerk by Jennifer Knapp

CLERK OF THE BOARD

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

ATTEST:

THIS IS TO CERTIFY, THAT ON APRIL 21, 2026 THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA APPROVED THE FOREGOING PLAT.

THAD ALTMAN, CHAIR

Rachel M. Sadoff, clerk by Jennifer Knapp

CLERK OF THE BOARD

CERTIFICATE OF CLERK

THIS IS TO CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT, AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1 FLORIDA STATUTES, AND WAS FILED FOR RECORD ON May 6, 2026 AT 9:31 A.M. FILE NO. 26-000088

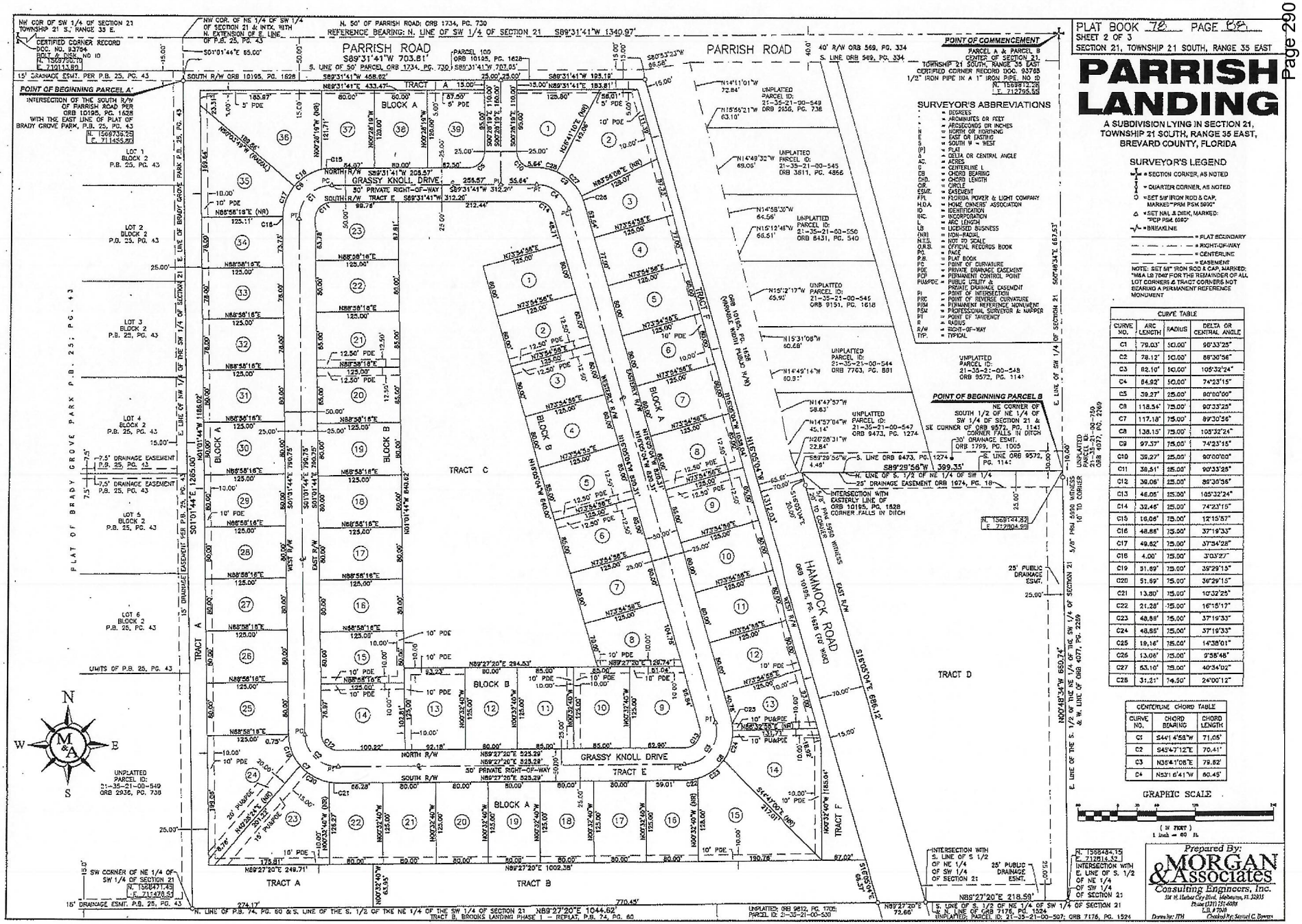
RACHEL M. SADOFF
CLERK OF THE CIRCUIT COURT
IN AND FOR BREVARD COUNTY, FLORIDA

Rachel M. Sadoff by Jennifer Knapp

PLAT BOOK 78 PAGE 68
SHEET 2 OF 3
SECTION 21, TOWNSHIP 21 SOUTH, RANGE 35 EAST

PARRISH LANDING

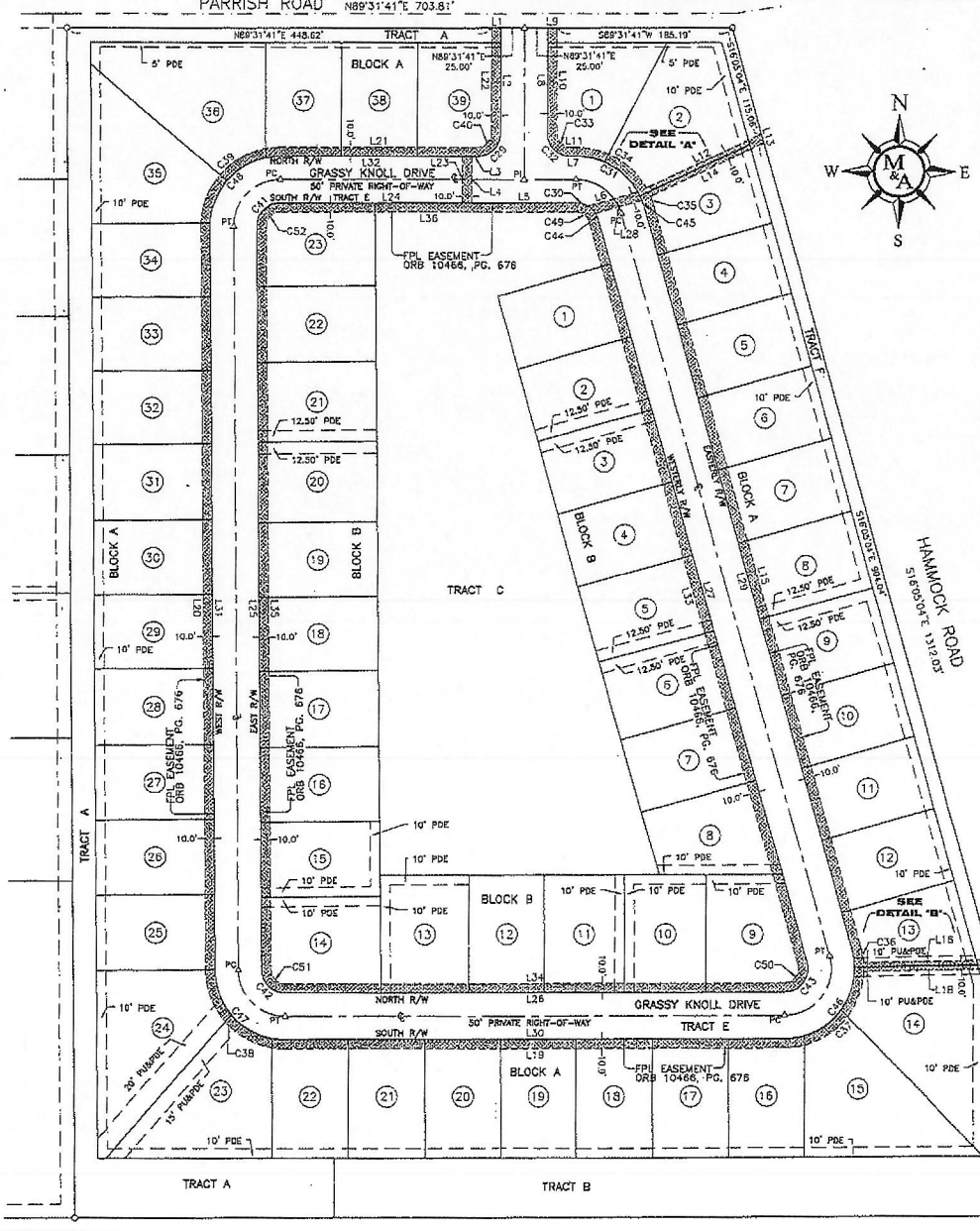
A SUBDIVISION LYING IN SECTION 21, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA


PARRISH ROAD
PARRISH ROAD
POINT OF COMMENCEMENT
POINT OF BEGINNING PARCEL A
POINT OF BEGINNING PARCEL B
GRASSY KNOLL DRIVE
HAMMOCK ROAD
TRACT A
TRACT B
TRACT C
TRACT D
TRACT E
TRACT F
BLOCK A
BLOCK B
LOT 1 BLOCK 2 P.B. 25, PG. 43
LOT 2 BLOCK 2 P.B. 25, PG. 43
LOT 3 BLOCK 2 P.B. 25, PG. 43
LOT 4 BLOCK 2 P.B. 25, PG. 43
LOT 5 BLOCK 2 P.B. 25, PG. 43
LOT 6 BLOCK 2 P.B. 25, PG. 43
PLAT OF BRADY GROVE PARK P.B. 25; PG. 43
E. LINE OF BRADY GROVE PARK P.B. 25, PG. 43
E. LINE OF SW 1/4 OF NW 1/4 OF SECTION 21
E. LINE OF SW 1/4 OF SECTION 21
UNPLATTED PARCEL ID: 21-35-21-00-549 ORB 2936, PG. 738
UNPLATTED PARCEL ID: 21-35-21-00-549 ORB 9572, PG. 1147
UNPLATTED PARCEL ID: 21-35-21-00-544 ORB 7763, PG. 881
UNPLATTED PARCEL ID: 21-35-21-00-545 ORB 9151, PG. 1618
UNPLATTED PARCEL ID: 21-35-21-00-546 ORB 8431, PG. 540
UNPLATTED PARCEL ID: 21-35-21-00-545 ORB 3611, PG. 4866
UNPLATTED PARCEL ID: 21-35-21-00-549 ORB 2936, PG. 738
UNPLATTED PARCEL ID: 21-35-21-00-507; ORB 7176, PG. 1524
UNPLATTED PARCEL ID: 21-35-21-00-759 ORB 4077, PG. 2269
N. LINE OF P.B. 74, PG. 60 & S. LINE OF THE S. 1/2 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 21 N89°27'20"E 1044.62'
TRACT B, BROOKS LANDING PHASE 1 - REPLAT, P.B. 74, PG. 60
N89°27'20"E 770.45'
N89°27'20"E 218.59'
N89°27'20"E 72.66'
E. LINE OF THE S. 1/2 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 21 N00°48'34"W 660.74'
& W. LINE OF ORB 4077, PG. 2269
N00°48'34"W 657.53'
S. LINE OF 50' PARCEL ORB 1734, PG. 730
N. 50' OF PARRISH ROAD; ORB 1734, PG. 730
REFERENCE BEARING: N. LINE OF SW 1/4 OF SECTION 21 S89°31'41"W 1340.97'
S89°31'41"W 703.81'
S89°31'41"W 707.05'
S89°31'41"W 458.62'
S89°31'41"W 195.19'
N89°31'41"E 433.47'
N89°31'41"E 183.81'
S89°31'41"W 208.57'
S89°31'41"W 312.20'
N89°31'41"E 312.20'
S89°31'41"W 256.57'
N89°27'20"E 294.53'
N89°27'20"E 525.29'
S89°27'20"E 525.29'
N89°27'20"E 249.71'
N89°27'20"E 1002.38'
S89°29'56"W 399.35'
S. LINE ORB 9473, PG. 1274
S. LINE ORB 9572, PG. 1147
N. LINE OF S. 1/2 OF NE 1/4 OF SW 1/4
25' DRAINAGE EASEMENT ORB 1974, PG. 18
INTERSECTION WITH EASTERLY LINE OF ORB 10195, PG. 1628 CORNER FALLS IN DITCH
INTERSECTION WITH S. LINE OF S 1/2 OF NE 1/4 OF SW 1/4 OF SECTION 21
INTERSECTION WITH E. LINE OF S. 1/2 OF NE 1/4 OF SW 1/4 OF SECTION 21
25' PUBLIC DRAINAGE ESMT.
30' DRAINAGE ESMT. ORB 1799, PG. 1005
SE CORNER OF ORB 9572, PG. 1147 CORNER FALLS IN DITCH
NW COR OF SW 1/4 OF SECTION 21 TOWNSHIP 21 S., RANGE 35 E.
NW COR. OF NE 1/4 OF SW 1/4 OF SECTION 21 & INTX. WITH N. EXTENSION OF E. LINE OF P.B. 25, PG. 43
CERTIFIED CORNER RECORD DOC. NO. 93794
BOLT & DISK, NO ID
N. 1569756.10
E. 710113.89
S01°01'44"E 65.00'
15' DRAINAGE ESMT. PER P.B. 25, PG. 43
SOUTH R/W ORB 10195, PG. 1628
N. 1569736.25
E. 711455.80
N. 1568484.15
E. 712814.32
CERTIFIED CORNER RECORD DOC. NO. 93795
N. 1568717.43
E. 711478.53
SW CORNER OF NE 1/4 OF SW 1/4 OF SECTION 21
15' DRAINAGE ESMT. P.B. 25, PG. 43
UNITS OF P.B. 25, PG. 43
7.5' DRAINAGE EASEMENT P.B. 25, PG. 43
15' DRAINAGE EASEMENT PER P.B. 25, PG. 43
S01°01'44"E 1265.00'
S01°01'44"E 790.75'
S01°01'44"E 840.62'
N01°01'44"W 1265.00'
N01°01'44"W 790.75'
N01°01'44"W 840.62'
N15°05'04"W 1312.03'
N15°05'04"W 640.00'
N15°05'04"W 820.31'
S15°05'04"E 686.12'
S14°47'03"E 217.01'
N00°32'40"W 65.93'
N00°32'40"W 1320.81'
N00°32'40"W 1185.67'
N00°32'40"W 1320.81'
N00°32'40"W 1185.67'
N00°28'19"W (NR)
N00°28'19"W 120.00'
N00°28'19"W 180.00'
S00°28'19"E 110.00'
S00°28'19"E 95.00'
N02°41'10"E (NR)
N85°54'08"E (NR)
N89°58'19"E (NR)
N89°58'19"E 125.00'
N89°58'16"E 125.00'
N89°58'18"E 125.00'
N89°58'16"E 125.00'
N89°58'18"E 125.00'
N89°58'16"E 125.00'
N89°58'18

PARRISH LANDING

A SUBDIVISION LYING IN SECTION 21, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA

PLAT BOOK 78 PAGE 39
SHEET 3 OF 3
SECTION 21, TOWNSHIP 21 SOUTH, RANGE 35 EAST



FPL EASEMENT RECORDED IN ORB 10466, PG. 676

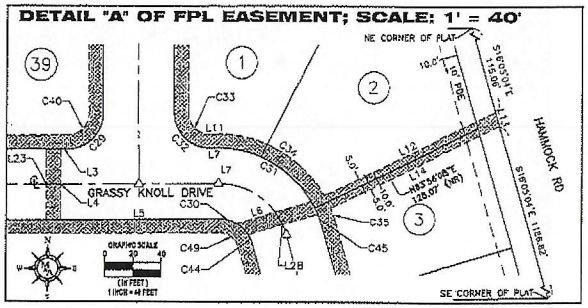
GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

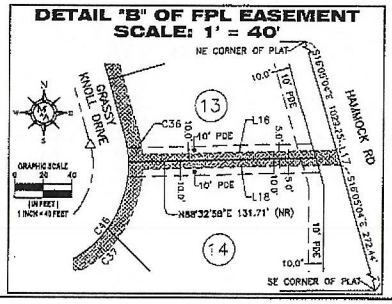
FPL EASEMENT LINE TABLE			FPL EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE
L1	N89°32'18"E	10.00'	L19	S89°27'20"W	525.29'
L2	S00°28'19"E	110.00'	L20	N01°01'44"W	790.75'
L3	S89°31'41"W	5.20'	L21	N89°31'41"E	208.57'
L4	S00°29'17"E	50.00'	L22	N00°28'19"W	110.00'
L5	N89°31'41"E	110.82'	L23	S00°28'17"E	50.00'
L6	N73°18'58"E	54.78'	L24	S89°31'41"W	191.38'
L7	S89°31'41"W	5.64'	L25	S01°01'44"E	790.75'
L8	N00°28'19"W	110.00'	L26	N89°27'20"E	525.29'
L9	N89°31'04"E	10.00'	L27	N16°05'04"W	820.31'
L10	S00°28'19"E	110.00'	L28	N73°18'58"E	30.69'
L11	N89°31'41"E	5.64'	L29	S16°05'04"E	820.31'
L12	N63°36'08"E	134.33'	L30	S89°27'20"W	525.29'
L13	S16°05'04"E	10.15'	L31	N01°01'44"W	790.75'
L14	S63°56'08"W	132.57'	L32	N89°31'41"E	191.37'
L15	S16°05'04"E	820.31'	L33	S16°05'04"E	820.31'
L16	N88°32'58"E	138.05'	L34	S89°27'20"W	525.29'
L17	S16°05'04"E	10.34'	L35	N01°01'44"W	790.75'
L18	S88°32'58"W	138.88'	L36	N89°31'41"E	312.20'

FPL EASEMENT CURVE TABLE					
CURVE NO.	ARC LENGTH	RADIUS	DELTA OR CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C29	39.27'	25.00'	90°00'00"	S44°31'41"W	35.36'
C30	13.37'	25.00'	30°38'10"	S75°09'14"E	13.21'
C31	78.31'	75.00'	59°50'06"	N60°10'46"W	75.86'
C32	39.27'	25.00'	90°00'00"	N45°28'19"W	35.36'
C33	23.56'	15.00'	90°00'00"	S45°28'19"E	21.21'
C34	90.58'	85.00'	61°02'07"	S59°57'16"E	86.33'
C35	9.86'	85.00'	6°38'28"	S19°23'18"E	9.86'
C36	16.71'	85.00'	11°15'41"	S1°07'33"E	16.68'
C37	129.86'	85.00'	87°32'02"	S45°41'19"W	117.59'
C38	132.80'	85.00'	89°30'56"	N45°47'12"W	119.70'
C39	134.34'	85.00'	90°33'25"	N44°14'58"E	120.79'
C40	23.56'	15.00'	90°00'00"	N44°31'41"E	21.21'
C41	39.51'	25.00'	90°33'25"	S44°14'58"W	35.53'
C42	39.06'	25.00'	89°30'56"	S45°47'12"E	35.21'
C43	46.05'	25.00'	105°32'24"	N35°41'08"E	39.81'
C44	7.46'	25.00'	17°08'10"	N24°28'09"W	7.43'
C45	7.93'	75.00'	6°03'20"	S19°06'44"E	7.92'
C46	136.15'	75.00'	105°32'24"	S35°41'08"W	119.43'
C47	117.15'	75.00'	89°30'56"	N45°47'12"W	105.52'
C48	118.54'	75.00'	90°33'25"	N44°14'58"E	106.58'
C49	18.47'	15.00'	74°23'15"	S53°18'41"E	18.14'
C50	27.53'	15.00'	105°32'24"	S36°41'08"W	23.89'
C51	23.44'	15.00'	89°30'56"	N45°47'12"W	21.12'
C52	23.71'	15.00'	90°33'25"	N44°14'58"E	21.32'

DETAIL 'A' OF FPL EASEMENT; SCALE: 1' = 40'



DETAIL 'B' OF FPL EASEMENT SCALE: 1' = 40'



Prepared By:
MORGAN & Associates
Consulting Engineers, Inc.
5049 N. Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6083
L.B. # 7648
Drawn By: JTH Checked By: Samuel C. Bowers

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Acceptance of Easement from NAP Commerce A, LLC**

Department/Office: Public Works

Recommended Action:
Accept a utility easement for water and sewer infrastructure from NAP Commerce A, LLC located at 1875 Shepard Drive.

Summary Explanation & Background:

NAP Commerce A LLC is a warehouse development located at 1875 Shepard Drive that includes connections to the City of Titusville's water and wastewater utility systems. Construction of the public utility infrastructure has been completed in accordance with the approved site permit, and the developer is prepared to convey the infrastructure to the City for ownership and maintenance. As part of the permit closeout process, utility easements are required to provide the City with legal access to operate, inspect, maintain, repair, and replace the publicly owned water and wastewater infrastructure within the development.

Approval of these easements will ensure the City has the necessary legal rights to access and maintain its public utility infrastructure, consistent with standard utility conveyance requirements. Obtaining these easements is a routine component of accepting publicly maintained infrastructure and is essential to preserving the long-term reliability of the City's water and wastewater systems and protecting public health and safety.

Alternatives:

Item Budgeted:
NA

Source/Use of Funds/Budget Book Page:
NA

Strategic Plan:
Goal 2: Efficient & Effective Services
Goal 4: Economic Development

Strategic Plan Impact:
This action will result in provding access needed to properly maintain and secure important public utility infrastructure.

ATTACHMENTS:
1. Easement City Scan (Signed & Notarized)
2. 512035SD2 S
3. 512035SD3 S

UTILITY EASEMENT

Sanitary Easement 512035SD3

Water Easement 512035SD2

THIS INDENTURE, made and entered into this 24 day of June 2026, by and between, **(NAP COMMERCE A LLC)** hereinafter called, collectively with its successors and assigns, "**GRANTOR**", and the **CITY OF TITUSVILLE, FLORIDA**, a municipal corporation, whose post office address is P.O. Box 2806, Titusville, Florida 32781-2806, hereinafter called "**GRANTEE**".

A. GRANTOR is the owner in fee simple of that certain property located in the City of Titusville, Brevard County, Florida described in Exhibit "A" (the "Easement Area") attached hereto and made a part hereof.

B. GRANTOR warrants and represents that it has clear and marketable title to the property and authority to execute this instrument.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the sum of One Dollar ($1.00), and other valuable consideration, receipt whereof is hereby acknowledged, the parties would agree and covenant as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated by reference and made a part of this Agreement.

2. Grant of Easement. The GRANTOR does hereby grant bargain, sell and convey to GRANTEE, its legal representatives and assigns, the nonexclusive right of easement over, across, under, and through the Easement Area situated in the City of Titusville, Brevard County, Florida, for the following purposes and subject to the following reservations of rights and the terms and conditions of this Agreement:

(a). A utility easement over, across, under, and through the Easement Area for the purpose of constructing, improving, repairing, maintaining, public utilities within the Easement Area, including, but not limited to, potable water and potable water mains and related improvements and structures.

(b). The easements granted in this agreement shall include the right of ingress and egress over other portions of GRANTOR's property and adjoining lands owned by the GRANTOR to the extent reasonably necessary to exercise the easement rights set forth herein.

The right of entry described herein for purposes of construction, maintenance, repair, and use of the facilities and improvements to be constructed and maintained within the Easement Area shall be without limitation or interruption. The rights granted herein shall include the right of the GRANTEE to assign its rights and obligations hereunder to one or more utility and service providers maintaining the facilities provided the rights herein granted shall not include the right of GRANTEE to grant new or additional rights or easements.

3. Perpetual Easement. The Easement Area created hereunder shall be considered perpetual.

4. Modification. There are no other agreements, promises or undertakings between the parties except as specifically set forth herein. No alterations, changes, modifications or amendments shall be made to this Agreement except in writing and signed by the parties hereto or their successors or assigns.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be signed in their name by their proper officers and their corporate seal to be affixed, attested by their Secretary on this 24 day of June, 2021.

Witness Signature (Grantor):

Henry McCabe
Print Name:

Witness Signature (Grantor):

Print Name:

Witness Signature (Co-Grantor):

Print Name:

Witness Signature (Co-Grantor):

Print Name:

Grantor:

Shawn McIntyre
Print Name:

Executive Manager
Title:

Co-Grantor, if any:

Print Name:

Title:

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 24th day of JUNE, 2026, by SHAWN MCINTYRE, who is personally known to be or who has produced _____ as identification and did/did not take an oath.

Notary Public, State of Florida
My Commission expires:

RACHEL JOHNSON
Notary Public - State of Florida
Commission # HH 714354
My Comm. Expires Oct 6, 2029
Bonded through National Notary Assn.

SKETCH OF DESCRIPTION
NAP TITUSVILLE SPECULATIVE WAREHOUSE
WATER EASEMENT

SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST
CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR A WATER EASEMENT.

2. THE BASIS OF BEARINGS FOR THIS SKETCH IS THE SOUTH RIGHT-OF-WAY LINE OF SHEPARD DRIVE, WHICH IS RECORDED TO BEAR N89°44'48"W, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGE 74, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

3. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

4. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH OF DESCRIPTION IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS. THE SIGNATURE AND SEAL APPEARING ON THIS ELECTRONIC DOCUMENT WAS AUTHORIZED BY MIKE BAERHOLD, P.S.M. ON 6/11/2026.

Mike Baerhold
Digitally signed by Mike Baerhold
Date: 2026.06.12 09:51:09 -04'00'

MIKE BAERHOLD
PROFESSIONAL SURVEYOR AND MAPPER # 5575

MIKE BAERHOLD CERTIFICATE NO. 5575 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS

SHEET NUMBER	SHEET DESCRIPTION
1	SURVEYOR NOTES
2-3	LEGAL DESCRIPTION
4	LINE AND CURVE TABLES
5-6	EASEMENT SKETCH

THIS SKETCH OF DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEADING EDGE LAND SERVICES INCORPORATED
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351-6730
FAX: (407) 351-9691
WEB:www.leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF DESCRIPTION
FOR
ARCO MURRAY CONSTRUCTION COMPANY

THIS IS NOT A SURVEY

THIS SKETCH IS INCOMPLETE UNLESS ACCOMPANIED BY A LEGAL DESCRIPTION OF THE PROPERTY DEPICTED HEREIN

DATE OF DRAWING: 10 JUN 2026	
MANAGER: JAB	CADD: JAA
PROJECT NUMBER: 512-25035	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 512035SD2.DWG	
SCALE: N/A	SHEET 1 OF 6

SKETCH OF DESCRIPTION
NAP TITUSVILLE SPECULATIVE WAREHOUSE
WATER EASEMENT

SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST
CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, BEING A PORTION OF PARCEL D, ENTERPRISE PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 32, PAGE 74 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF ARMSTRONG DRIVE (120 FOOT RIGHT-OF-WAY PER PLAT BOOK 32, PAGE 74, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) AND THE SOUTH RIGHT-OF-WAY LINE OF SHEPARD DRIVE (200-FOOT RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 4117, PAGE 3380, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF SHEPARD DRIVE THE FOLLOWING THREE (3) COURSES: 1) N89°44'48"W, A DISTANCE OF 898.06 FEET; 2) NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 36°14'43" AND A CHORD BEARING AND DISTANCE OF N71°37'27"W, 62.21 FEET) FOR AN ARC DISTANCE OF 63.26 FEET; 3) NORTHWESTERLY ALONG A COMPOUND CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 00°05'29" AND A CHORD BEARING AND DISTANCE OF N78°24'50"W, 1.59 FEET) FOR AN ARC DISTANCE OF 1.59 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, S30°56'32"W, A DISTANCE OF 115.47 FEET; THENCE S59°04'37"E, A DISTANCE OF 94.68 FEET; THENCE S00°08'26"W, A DISTANCE OF 57.38 FEET; THENCE S30°55'23"W, A DISTANCE OF 211.02 FEET; THENCE S87°10'23"W, A DISTANCE OF 160.41 FEET; THENCE N59°04'37"W, A DISTANCE OF 77.33 FEET; THENCE S30°55'23"W, A DISTANCE OF 59.53 FEET; THENCE N59°04'37"W, A DISTANCE OF 30.00 FEET; THENCE N30°55'23"E, A DISTANCE OF 59.53 FEET; THENCE N59°04'37"W, A DISTANCE OF 272.28 FEET; THENCE S30°55'23"W, A DISTANCE OF 59.63 FEET; THENCE N59°04'37"W, A DISTANCE OF 20.00 FEET; THENCE N30°55'23"E, A DISTANCE OF 59.63 FEET; THENCE N59°04'37"W, A DISTANCE OF 122.01 FEET; THENCE N30°55'23"E, A DISTANCE OF 331.43 FEET; THENCE S59°04'37"E, A DISTANCE OF 174.00 FEET; THENCE N30°48'54"E, A DISTANCE OF 25.98 FEET; THENCE S59°11'06"E, A DISTANCE OF 20.00 FEET; THENCE S30°48'54"W, A DISTANCE OF 26.00 FEET; THENCE S59°04'21"E, A DISTANCE OF 247.16 FEET; THENCE N30°48'54"E, A DISTANCE OF 25.98 FEET; THENCE S59°11'06"E, A DISTANCE OF 20.00 FEET; THENCE S30°48'54"W, A DISTANCE OF 26.00 FEET; THENCE S59°03'27"E, A DISTANCE OF 49.78 FEET; THENCE N30°56'32"E, A DISTANCE OF 126.70 FEET TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 01°12'35" AND A CHORD BEARING AND DISTANCE OF S77°45'48"E, 21.12 FEET) FOR AN ARC DISTANCE OF 21.12 FEET TO THE POINT OF BEGINNING.

CONTINUE TO SHEET 3...

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FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF DESCRIPTION
FOR
ARCO MURRAY CONSTRUCTION COMPANY

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LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 512035SD2.DWG	
SCALE: N/A	SHEET 2 OF 6

SKETCH OF DESCRIPTION
NAP TITUSVILLE SPECULATIVE WAREHOUSE
WATER EASEMENT

SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST
CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

...CONTINUED FROM SHEET 2

LESS AND EXCEPT

A PARCEL OF LAND LOCATED IN SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, BEING A PORTION OF PARCEL D, ENTERPRISE PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 32, PAGE 74 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE S00°08'26"W, A DISTANCE OF 40.50 FEET; THENCE S30°55'23"W, A DISTANCE OF 194.82 FEET; THENCE S87°10'23"W, A DISTANCE OF 143.65 FEET; THENCE N59°04'37"W, A DISTANCE OF 495.56 FEET; THENCE N30°55'23"E, A DISTANCE OF 291.43 FEET; THENCE S59°04'37"E, A DISTANCE OF 516.80 FEET; THENCE N30°55'23"E, A DISTANCE OF 18.00 FEET; THENCE S59°04'37"E, A DISTANCE OF 77.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.997 ACRES (43405 SQUARE FEET) OF LAND, MORE OR LESS.

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SCALE: N/A	SHEET 3 OF 6

SKETCH OF DESCRIPTION
NAP TITUSVILLE SPECULATIVE WAREHOUSE
WATER EASEMENT

SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST
CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
O.R.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG./PGS.	PAGE/PAGES
SQ.FT.	SQUARE FEET
LB	LICENSED BUSINESS
R/W	RIGHT OF WAY
L&E	LESS AND EXCEPT

LINE TABLE

LINE	BEARING	DISTANCE
L1	S30°56'32"W	115.47'
L2	S59°04'37"E	94.68'
L3	S00°08'26"W	57.38'
L4	N59°04'37"W	77.33'
L5	S30°55'23"W	59.53'
L6	N59°04'37"W	30.00'
L7	N30°55'23"E	59.53'
L8	S30°55'23"W	59.63'
L9	N59°04'37"W	20.00'
L10	N30°55'23"E	59.63'
L11	N59°04'37"W	122.01'
L12	N30°48'54"E	25.98'
L13	S59°11'06"E	20.00'
L14	S30°48'54"W	26.00'
L15	N30°48'54"E	25.98'
L16	S59°11'06"E	20.00'
L17	S30°48'54"W	26.00'
L18	S59°03'27"E	49.78'
L19	N30°56'32"E	126.70'
L20	S00°08'26"W	40.50'
L21	S87°10'23"W	143.65'
L22	N30°55'23"E	18.00'
L23	S59°04'37"E	77.47'

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	100.00'	36°14'43"	N71°37'27"W	62.21'	63.26'
C2	1000.00'	0°05'29"	N78°24'50"W	1.59'	1.59'
C3	1000.00'	1°12'35"	S77°45'48"E	21.12'	21.12'

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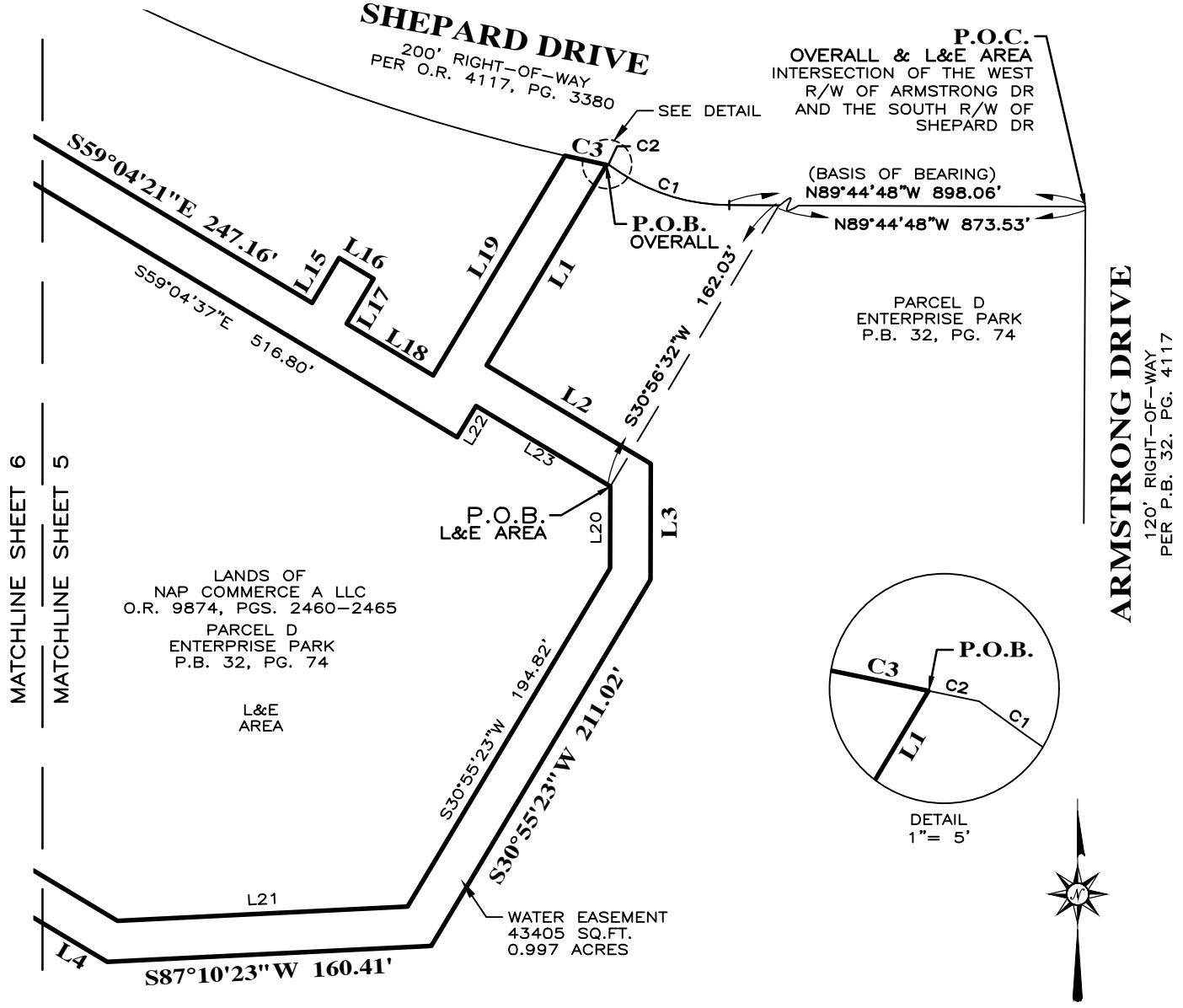
COMPUTER FILE: 512035SD2.DWG	
SCALE: 1" = 80'	SHEET 4 OF 6

SKETCH OF DESCRIPTION
NAP TITUSVILLE SPECULATIVE WAREHOUSE
WATER EASEMENT

SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST
CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA



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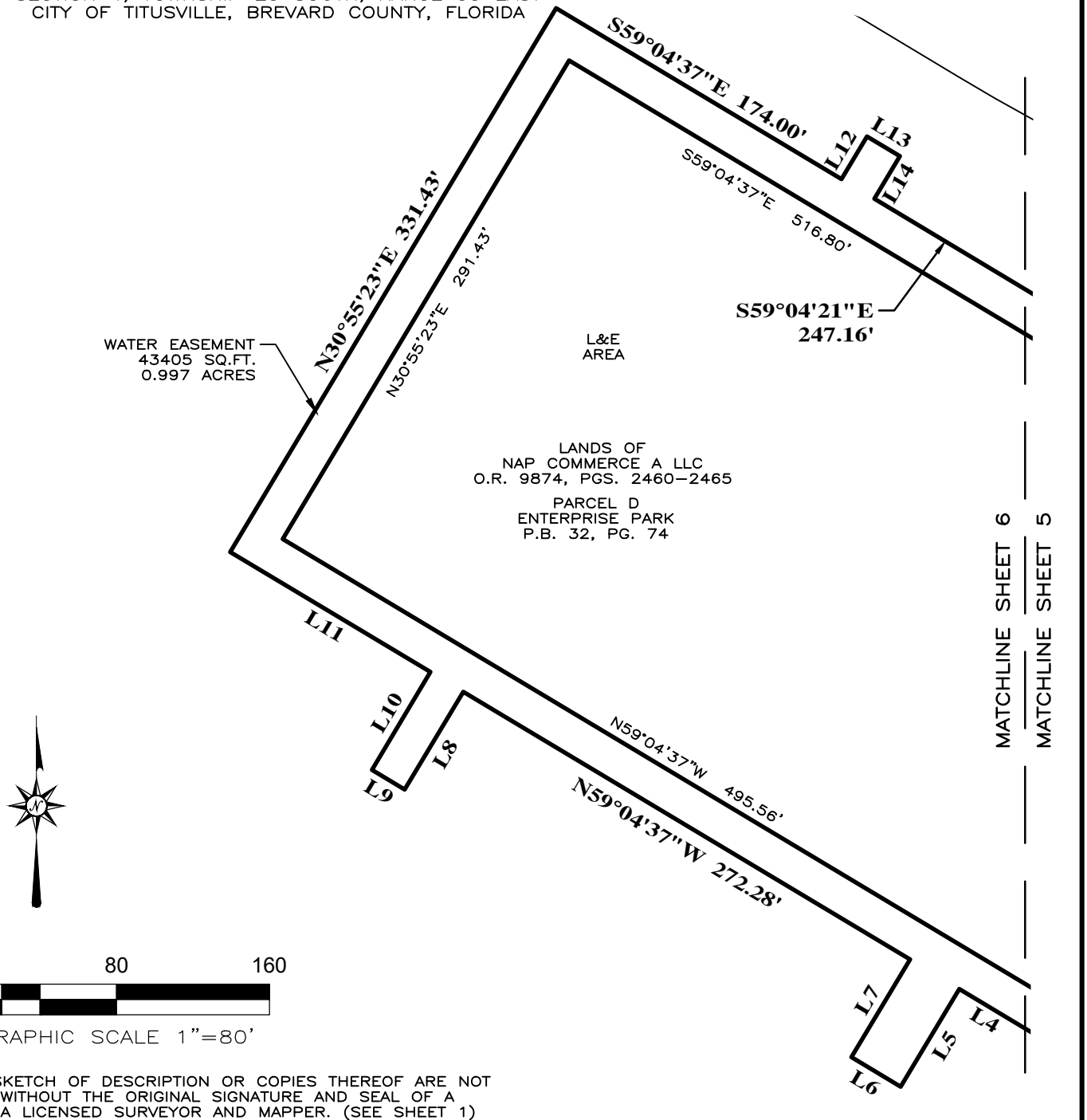
SKETCH OF DESCRIPTION
NAP TITUSVILLE SPECULATIVE WAREHOUSE
WATER EASEMENT

SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST
CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA



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FLORIDA LICENSED BUSINESS NUMBER LB 6846

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FOR
ARCO MURRAY CONSTRUCTION COMPANY

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FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 512035SD2.DWG	
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SKETCH OF DESCRIPTION
NAP TITUSVILLE SPECULATIVE WAREHOUSE
SANITARY EASEMENT

SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST
CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR A SANITARY EASEMENT.

2. THE BASIS OF BEARINGS FOR THIS SKETCH IS THE SOUTH RIGHT-OF-WAY LINE OF SHEPARD DRIVE, WHICH IS RECORDED TO BEAR N89°44'48"W, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGE 74, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

3. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

4. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

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MIKE BAERHOLD
PROFESSIONAL SURVEYOR AND MAPPER # 5575

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1	SURVEYOR NOTES
2	LEGAL DESCRIPTION
3	EASEMENT SKETCH

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SKETCH OF DESCRIPTION
NAP TITUSVILLE SPECULATIVE WAREHOUSE
SANITARY EASEMENT

SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST
CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, BEING A PORTION OF PARCEL D, ENTERPRISE PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 32, PAGE 74 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF ARMSTRONG DRIVE (120 FOOT RIGHT-OF-WAY PER PLAT BOOK 32, PAGE 74, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) AND THE SOUTH RIGHT-OF-WAY LINE OF SHEPARD DRIVE (200-FOOT RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 4117, PAGE 3380, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF SHEPARD DRIVE THE FOLLOWING TWO (2) COURSES: 1) N89°44'48"W, A DISTANCE OF 898.06 FEET; 2) NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 6°22'18" AND A CHORD BEARING AND DISTANCE OF N86°33'40"W, 11.11 FEET) FOR AN ARC DISTANCE OF 11.12 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE OF SHEPARD DRIVE, S00°00'00"E, A DISTANCE OF 2.08 FEET TO THE POINT OF BEGINNING;

THENCE S00°00'00"E, A DISTANCE OF 10.00 FEET; THENCE N90°00'00"W, A DISTANCE OF 10.00 FEET; THENCE N00°00'00"W, A DISTANCE OF 10.00 FEET; THENCE N90°00'00"E, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

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SKETCH OF DESCRIPTION
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SANITARY EASEMENT

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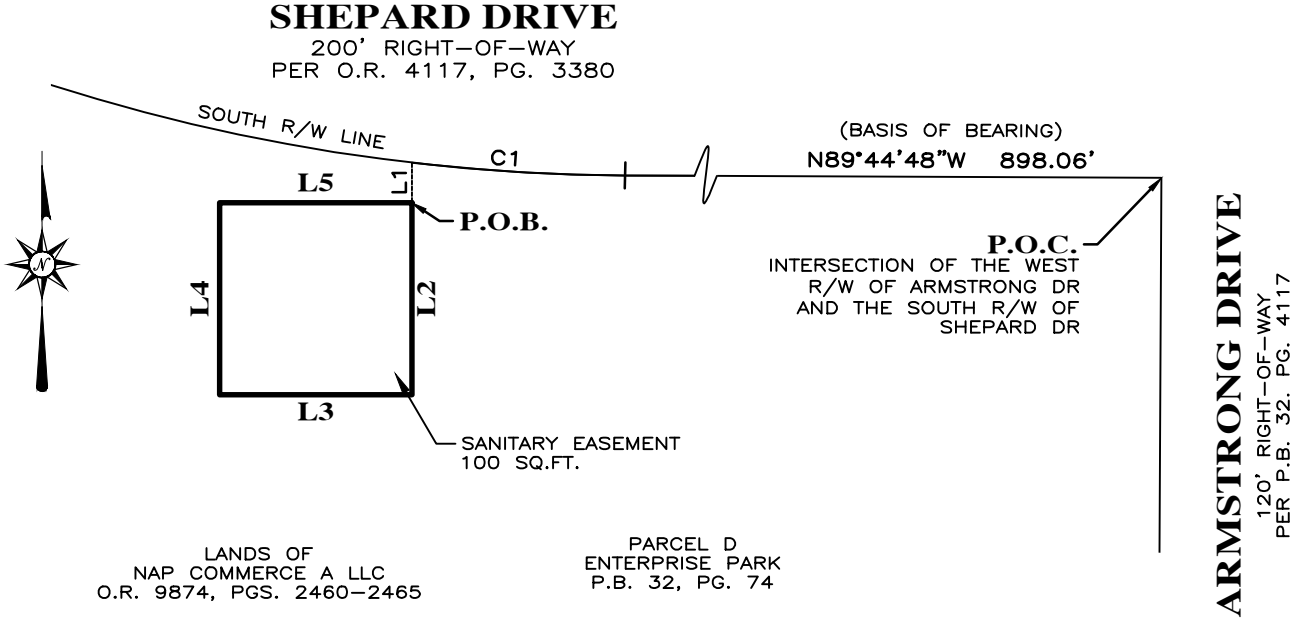
GRAPHIC SCALE 1"=80'



LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°00'00"E	2.08'
L2	S00°00'00"E	10.00'
L3	N90°00'00"W	10.00'
L4	N00°00'00"W	10.00'
L5	N90°00'00"E	10.00'

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
O.R.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG./PGS.	PAGE/PAGES
SQ.FT.	SQUARE FEET
LB	LICENSED BUSINESS
R/W	RIGHT OF WAY

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	100.00'	6°22'18"	N86°33'40"W	11.11'	11.12'

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SCALE: 1" = 10'	SHEET 3 OF 3

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Adopt Urban Forestry Trust Resolution No.14-2026**

Department/Office: Planning

Recommended Action:

Adopt the Urban Forest Landscape Fund Resolution No. 14-2026 amending Resolution No. 30-2001 by renaming the Public Landscape Trust Fund to the Urban Forest Trust Fund, by amending the use of fund revenues obtained from tree mitigation efforts to allow the planting, establishment, and maintenance of trees on public and eligible private property, with priority given to canopy replacement, low-canopy neighborhoods, and rights-of-way, and providing for an effective date.

Summary Explanation & Background:

On June 9thCity Council adopted the Urban Forest Management Plan. The plan recommends the City amend the Landscape Trust Fund. Enclosed for Council's approval is a resolution to amend the Landscape Trust Fund. The Resolution is consistent with the recommendations found in Appendix J of the adopted Urban Forest Management Plan. It revises the original tree fund resolution to allow the planting, establishment and maintenance of trees on public and eligible private property with priority to be given to canopy replacement, low-canopy neighborhoods and rights-of-way.

It is recommended that City Council adopt the Urban Forest Landscape Fund Resolution No. 14-2026 amending Resolution No. 30-2001 by renaming the Public Landscape Trust Fund to the Urban Forest Trust Fund, by amending the use of fund revenues obtained from tree mitigation efforts to allow the planting, establishment, and maintenance of trees on public and eligible private property, with priority given to canopy replacement, low-canopy neighborhoods, and rights-of-way, and providing for an effective date.

Alternatives:

Other action.

Item Budgeted:

N/A

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

Strategic Plan:
Goal 3: Financial Stability, Goal 6: Community Design

Strategic Plan Impact:
This action provides a dedicated funding source for the urban forestry plan. This action also supports the expansion of services and tree planting.

ATTACHMENTS:
1. Urban Forest Trust Fund Resolution v3
2. Titusville_UFMP_Adopted_6-9-26

RESOLUTION NO. X-2026

A RESOLUTION OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING RESOLUTION 30-2001 BY RENAMING THE PUBLIC LANDSCAPE TRUST FUND TO THE URBAN FOREST TRUST FUND, BY AMENDING THE USE OF FUND REVENUES OBTAINED FROM TREE MITIGATION EFFORTS TO ALLOW THE PLANTING, ESTABLISHMENT, AND MAINTENANCE OF TREES ON PUBLIC AND ELIGIBLE PRIVATE PROPERTY, WITH PRIORITY GIVEN TO CANOPY REPLACEMENT, LOW-CANOPY NEIGHBORHOODS, AND RIGHTS-OF-WAY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Titusville currently has established a fund for tree mitigation efforts entitled “Public Landscape Trust Fund”, and

WHEREAS, revenues are received as a result of tree mitigation efforts under said Section of the Land Development Regulations*;* and

WHEREAS, the City adopted Resolution 30-2001 establishing the use of funds in the Public Landscape Trust Fund to beautify public properties by landscaping said properties and create a pleasing and well-maintained esthetic atmosphere for publicly-owned and publicly-maintained properties; and

WHEREAS, the City desires to implement the Urban Forest Management Plan adopted by City Council on June 9, 2026, by amending Resolution 30-2001 to rename the Public Landscape Trust Fund to the Urban Forest Trust Fund; and

WHEREAS, the City desires to further implement the Urban Forest Management Plan by amending the use of funds limited by Resolution 30-2001 to allow the planting, establishment and maintenance of trees on public and private property with priority to be given to canopy replacement, low-canopy neighborhoods, and rights-of-way; and

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

Section 1: That the fund currently named Public Landscape Trust Fund in the current year's budget, be renamed the "Urban Forest Trust Fund".

Section 2: That all funds received in accordance with Section 30-34 of the Land Development Regulations be used to plant, establish, and maintain trees on public and eligible private property with priority to be given to canopy replacement, low-canopy neighborhoods, and rights-of-way as described and recommended in the adopted Urban Forest Management Plan.

Section 3: Eligible expenditures include:

a. New tree plantings on public property, rights-of-way, and parks;
b. Site preparation and establishment care (watering, mulching, staking) for new trees;
c. Private property grants and tree giveaways, prioritizing canopy replacement in low-canopy areas identified in the most recent canopy assessment;
d. Acquisition of land or easements for tree plantings and canopy preservation;

e. Urban forestry program equipment, and administration;
f. Pruning of city-owned and managed trees; and
g. Professional services directly focused on urban forestry.

Section 4: Fund expenditures shall not be used for general landscape beautification, ornamental plantings, or hardscape improvements unless such improvements are directly associated with tree planting establishment.

Section 5: Expenditures shall demonstrate a clear connection between the trees removed that generated mitigation revenues deposited into the Trust Fund and the trees planted or preserved, consistent with the City's Urban Forest Management Plan.

Section 6: This resolution shall take effect immediately upon the effective date of Ordinance No. __-2026.

PASSED AND ADOPTED this ____ day of _____, 2026

_____
Andrew Connors, Mayor

ATTEST:

_____
Wanda Wells, City Clerk

Eocene℠ Environmental Group

CITY OF TITUSVILLE URBAN FOREST MANAGEMENT PLAN

MAY 2026 | DRAFT REPORT

Prepared For

CITY OF TITUSVILLE, FLORIDA

Prepared By

EOCENE ENVIRONMENTAL GROUP

Acknowledgements

We gratefully acknowledge the following individuals and the City of Titusville for their contributions to this project:

Project Team

Eocene Environmental Group

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Liz Lingo | Project Manager
Paola Nansel | Assistant Consultant
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We would like to extend special thanks to the Titusville Environmental Commission and the Tree Team for their input and participation throughout the planning process.

Funding

The work upon which this plan is based was funded in part through a subrecipient grant awarded by the U.S.D.A. Forest Service through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the U.S.D.A. Forest Service nor does mention of trade names, commercial productions, services, or organizations imply endorsement by the U.S. Government.

Photographs

All photographs courtesy of Eocene Environmental Group and the City of Titusville.

Executive Summary

Titusville's urban forest encompasses all trees on public streets, parks, rights-of-way, and private property throughout the city. At 44.0% canopy cover, Titusville is well-treed relative to most Florida cities. But that canopy declined by more than six percentage points between 2010 and 2023, and without a coordinated program to manage, maintain, and replant, the trend is unlikely to reverse on its own. This plan is designed to change that.

Managed well, trees work alongside stormwater infrastructure, road maintenance, and development rather than against them. Healthy trees intercept rainfall and reduce runoff to the Indian River Lagoon (IRL), lower surface temperatures in high-heat neighborhoods, filter air pollutants, and provide habitat along the region's ecologically sensitive shoreline. A US Forest Service study of central Florida communities found that tree benefits, including stormwater reduction, energy savings, air quality, and carbon storage, exceeded the cost of care over 40 years, with net returns of up to $5,000 per tree. For a city already investing in water quality and stormwater infrastructure, the urban forest is a cost-effective partner.

WHERE THE CITY STANDS

Titusville has sustained its commitment to the urban forest for over 25 years through Tree City USA designation, the Public Landscape Trust Fund (LTF), and a tree protection ordinance. What has been harder to build is the operational capacity to act on that commitment consistently.

Staffing and Funding

Titusville has 1 FTE managing public trees against a benchmark of 5.25 FTE for a city of its size. There is no dedicated urban forestry coordinator, proactive maintenance program, or public tree inventory. The result is 100% reactive tree maintenance with no systematic planting program.

Urban forestry investment is 0.15% of the City's total municipal budget – $5.27 per capita, compared to a benchmark of $13.76. The LTF mitigation fee of $75-$100 per DBH inch has not been updated in 25 years and is understood to be below current costs, unintentionally reducing the incentive to preserve trees.

WHAT THE COMMUNITY SAID

The Urban Forest Management Plan (UFMP) was developed through a public process including a community survey, FlashVote poll, public vision workshop, online vote, and public draft plan discussion. Residents were clear about their priorities:

- 75% would plant a tree on their property with a City financial incentive
- 69% support using City funding for public tree planting and maintenance
- 65% want as many trees preserved as possible
- Top three tree benefits: stormwater and runoff reduction, shade, and wildlife and pollinator support
- 41% did not know how to report a public tree concern to the City

Residents understand the connection between trees and the City's environmental priorities. They want more trees, better maintenance, and a program they can participate in.

THE PLAN

This 20-year UFMP establishes six goals organized around 5-year implementation cycles, with a full review at Year 5. The first five years focus on building the program infrastructure required before canopy growth, preservation outcomes, and environmental benefits can be reliably tracked.

GOAL 1	**Establish the Program Foundation** Designate a coordinator, complete a public tree inventory, establish GIS tracking, and implement a risk management program.
GOAL 2	**Build a Sustainable Program** Shift from reactive to proactive maintenance, develop a funding strategy, update LTF policy and fees, and adopt a storm response plan.
GOAL 3	**Expand & Enhance the Canopy** Grow citywide canopy from 44% toward the 2010 level of 50% within 10 years through public planting, neighborhood plans, and agency coordination.
GOAL 4	**Protect & Preserve Existing Trees** Achieve no net loss of public trees, strengthen code protections, and align the LTF with canopy goals.
GOAL 5	**Manage for Environmental Health** Increase stormwater, carbon, and air quality benefits; build species diversity; prioritize 75% native plantings; and target high-heat census blocks.
GOAL 6	**Cultivate Community Stewardship** Launch a residential tree assistance program, build volunteer partnerships, and improve public access to tree resources and reporting.

PRIORITY ACTIONS

Adoption of this plan sets several time-sensitive actions in motion. The most immediate are:

- **Designate an urban forestry coordinator:** the single most enabling action in the plan. It requires no new funding and can begin within 60 days of adoption.
- **Adopt an LTF expenditure policy:** directs mitigation revenues toward canopy replacement, street tree planting, and private property grants in low-canopy neighborhoods.
- **Update the mitigation fee schedule:** the $75-$100 per DBH inch rate has not changed in 25 years. Fees below replacement cost reduce the financial incentive to preserve trees.
- **Launch public tree inventory procurement:** the maintenance schedule, risk program, planting plans, and species diversity tracking all depend on inventory findings.

The plan's policy and ordinance recommendations are presented as guidance to be pursued when community conditions support them, recognizing that the existing ordinance reflects years of effort and that balance should be preserved.

THE PATH FORWARD

Titusville has more than two decades of commitment to its urban forest. This plan provides the framework to translate that commitment into a managed, measurable program – one that tracks what the City has, maintains it proactively, and grows it strategically in the neighborhoods where it matters most.

The trees lining Titusville's streets, shading its neighborhoods, and filtering runoff to the Indian River Lagoon are a community asset. This plan ensures they are managed as one.

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1 CHAPTER ONE
Introduction & Background

Chapter 1 Section 1

What Is an Urban Forest?

While the term “urban forest” typically brings to mind tree-lined streets and shaded parks, it consists of all trees within a given geographic area. The Florida Urban Forest Primer describes an urban forest in detail as “a human ecosystem in which there are formal, regimented planting of trees, palms, and shrubs along roads and boulevards, to small groups of trees and shrubs in residential yards, to trees in planned parks, woodlots, and remnant native forests” (Northrop et al., 2022).

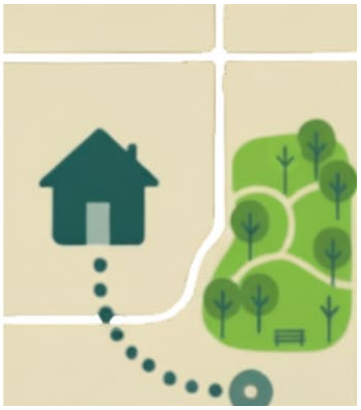
This definition may seem broad, but that is intentional, reflecting its scope. According to the Arbor Day Foundation, only 20% of trees in urban areas are located on public land (Arbor Day, 2018). The urban forest is not simply a municipal asset that the City can manage on its own. The long-term health and sustainability of the urban forest depend on how residents, institutional land owners, developers, and the City manage trees on their land. This means that the urban forest is a shared community resource that must function as a single system across ownership boundaries.

One framework for measuring how urban forest benefits are reaching residents is the 3-30-300 rule (Konijnendijk, 2022). This guideline proposes that every resident should be able to see at least 3 trees from their home, every neighborhood should have at least 30% tree canopy cover, and that every resident should live within 300 meters (~5-minute walk) of a park, green space, or natural area. 3-30-300 provides a practical, people-centered approach to assessing urban forest access and setting meaningful targets. Understanding where Titusville stands relative to this benchmark serves as a lens throughout the plan, connecting the analysis of current canopy cover to plan objectives and monitoring.

3-30-300 Guideline For Urban Forestry

3 TREES
seen from your window

30% CANOPY
in your neighborhood



300M / 5 MIN WALK
from your park

Chapter 1 Section 2

Urban Tree Benefits

Trees are among the few municipal assets that increase in value over time, providing greater benefits as they mature. A US Forest Service study of central Florida communities found that the environmental benefits of trees, such as energy savings, stormwater runoff reduction, air quality improvement, and carbon storage, exceeded the cost of their care over 40 years (McPherson et al., 2010). Of particular note in the study was that the benefits associated with reduced stormwater runoff and increased property values accounted for the largest proportion of the region's total benefits. Given that stormwater runoff and water quality are of concern in Titusville, this is particularly relevant.

The same study confirmed that over a tree's lifetime, net benefits (benefits minus costs) range from $23 to almost $5,000 per tree depending on size and location (McPherson et al., 2010). Larger trees planted in yards yielded the highest benefits compared to small public trees. While trees generally offer benefits, it should be noted that condition and ultimate size strongly influence the long-term measurable benefits they provide. This makes it imperative to plant a tree well-suited to the location, with a focus on larger canopy trees.

Beyond those measurable environmental returns, trees provide significant social and health-related benefits. Research links higher canopy cover to lower stress, better mental health, increased physical activity, and stronger social connections (Dahl et al., 2025). Shaded parks and tree-lined streets encourage walking and outdoor social gatherings, while also contributing to neighborhood identity (Locosselli & Buckeridge, 2023) and overall community well-being.

However, these benefits are not evenly distributed. Where trees are sparse, residents face reduced air quality, increased flooding risk, greater heat exposure, and less access to nature. This makes managing the urban forest not just an environmental focus, but also critical to community resilience. For Titusville, an investment in the urban forest is an investment in the community's health, livability, and long-term sustainability.

Chapter 1 Section 3

Plan Purpose

Titusville has a long history of commitment to its urban forest. Since 2001, when the City established the Public Landscape Trust Fund (LTF) and earned its first Tree City USA designation from the Arbor Day Foundation, the community has recognized the value of trees. For over 25 years, the City has maintained its Tree City USA status – a reflection of its ongoing commitment, even in the face of potential challenges such as limited resources and capacity.

Building on those early efforts, Titusville has undertaken other notable initiatives recognizing trees as a community asset. In 2021, the City passed its Tree Canopy Ordinance and visited a peer city to learn from its forestry efforts. Then in 2022, Titusville completed its first canopy cover study. The following year, the City adopted the Sustainability Action Plan, which specifically called for developing an urban forestry plan to manage tree infrastructure and canopy. Also in 2023, the Titusville Environmental Commission (TEC) drafted an initial forest plan, signifying the growing urgency to proactively manage trees. Likewise, without a formal City tree planting program, community volunteers have stepped up to plant trees, demonstrating both their personal investment in the urban forest and the potential for organized stewardship.

More recently, the City was awarded an Urban and Community Forestry grant from the Florida Department of Agriculture and Consumer Services, which provided the necessary resources to develop this Urban Forest Management Plan (UFMP). In 2025, the City adopted its Natural Resources Plan, which echoed the Sustainability Action Plan's call for an urban forest plan. Throughout this period, the TEC has continued to advance recommendations to protect the City's canopy, including multifamily canopy requirements, critical root zones, and LTF transparency.

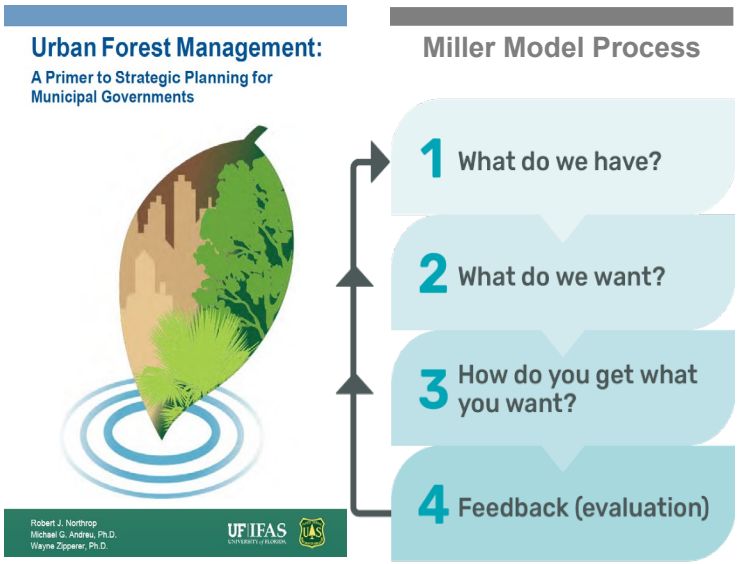
This UFMP arrives at a critical juncture for the City, with conditions aligned for action: the planning process has been funded, a community vision has been developed, a dedicated volunteer base is ready to assist, and policy conversations are underway. The City has not lacked sustained interest or commitment to its natural resources; rather, it has lacked a coordinated framework that connects Titusville's values to actual commitments, with accountability and tracking measures. Through previous plans and public outreach, the Titusville community has already expressed what it wants. This plan responds by assessing what the City currently has (the State of the Urban Forest) and by identifying how to systematically move towards those goals.

Chapter 1 Section 4

Plan Scope & Development

This UFMP covers all of the City of Titusville and its urban forest, including public and privately owned trees. The plan builds on previous canopy studies and other related plans adopted by the City. It is structured around a 20-year planning horizon, with implementation broken into 5-year operational cycles, as recommended by the Florida Urban Forest Primer (Northrop et al., 2022). The planning horizon conveys the need for sustained commitment, while the operational cycle supports near-term priorities, progress tracking, and adaptability.

The plan was developed using the Florida Urban Forest Management framework (Northrop et al., 2022) as its primary foundation. The primer establishes an approach for cities to develop urban forest plans, focused on strategic planning, community engagement, goal-setting, and performance measurement. This framework is grounded in Miller's (1988) Model of urban forest planning, which asks key questions as part of an ongoing process.



Together, these frameworks informed the plan's development from project kickoff through community engagement, canopy analysis, stakeholder input, and strategic plan development.

Chapter 1 Section 5

How to Use This Plan

This plan is intended to serve multiple audiences, including city staff, community members, elected officials, and leadership. Staff will likely find the implementation tables and monitoring framework in Chapters 7 and 8 most useful for day-to-day decision-making and reporting. Community members and organizations can use the vision statement, goals, and stewardship objectives in Chapters 5 and 6 to understand the City's commitments and identify opportunities to work together. Chapter 2 provides context on how community input shaped the plan's direction. The goals framework, 3-30-300 benchmark, 5-year operational plan, and progress report will be most useful to elected officials and City leadership for accountability and long-range planning.

2 CHAPTER TWO Community Engagement

The City of Titusville and Eocene Environmental Group conducted a multifaceted public engagement process for the Urban Forest Management Plan between October 2025 and April 2026. This approach used three distinct methods to gather input and ensure broad community participation: two in-person events, a detailed community-wide survey, and a FlashVote poll to reach additional residents. The complete engagement results are provided in Appendix C.

Chapter 2 Section 1

Community Survey & FlashVote

The community survey was distributed through the City's website and social media from October through November 2025, collecting input on tree likes and dislikes, urban forest priorities, and opinions on tree management. The survey received 77 responses in total. Notably, the City experienced a historic rainfall and flooding event during the survey period that likely affected participation. Recognizing the lower response rate, a more concise FlashVote poll was subsequently developed to gather additional input from a broader cross-section of the community.

The City launched a FlashVote poll in January 2026 that received 242 responses. This poll reached a larger portion of the community, validated survey findings, and provided additional context. Unlike the community survey, demographic information was not collected in the FlashVote poll.

Survey Demographics

Survey respondents were predominantly older adults (76.7% aged 45+, with 39.7% aged 65+) and highly educated (56.5% held bachelor's or graduate degrees). The majority lived in single-family homes (81.3%) and identified as White/Caucasian (84.6%). The overall demographics suggest potential underrepresentation of younger families and adults, higher-density housing residents, and those with diverse identities, informing the decision to supplement the survey with the FlashVote poll.

Canopy Preferences

Despite Titusville's relatively high canopy coverage, responses showed a gap between what residents have and what they want. Almost 45% said the canopy in their neighborhood had decreased since they moved in, with only 16% reporting an increase. When selecting images representing canopy cover levels, most (over 50%) reported living in lower canopy cover areas; however, over 70% selected dense canopy cover as their ideal neighborhood. So while they think canopy cover has decreased and their neighborhood has low coverage, they mostly desire to live in more treed areas. In FlashVote responses, almost 75% would prefer more trees in public areas, with only 2.9% preferring less (Figure 1).

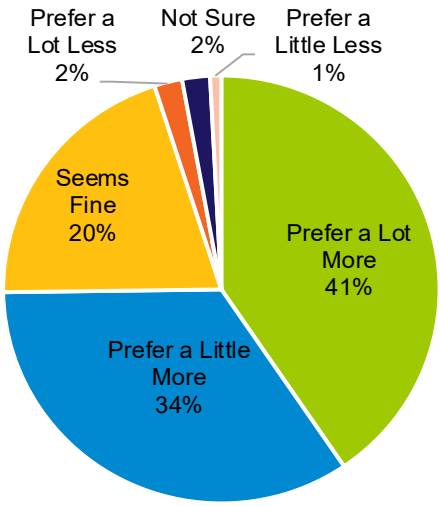


Figure 1. FlashVote results on amount of trees preferred in public areas.

Tree Benefits & Values

Survey respondents expressed overwhelming support for trees, with 92% saying that having trees in their neighborhood was “extremely” or “very” important (Figure 2). When ranking tree benefits, the top three were stormwater and runoff reduction, shade, and wildlife and pollinator support. Economic and aesthetic benefits, such as increased property values and tourism, were ranked lowest. This demonstrated that residents in Titusville value trees primarily for their environmental and quality-of-life benefits.

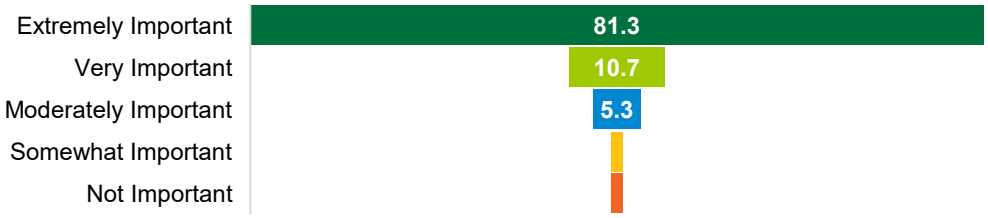


Figure 2. Community survey results on the importance of having trees in their neighborhood.

FlashVote reinforced these priorities, with shade, heat, and air quality selected as the top benefits, with wildlife support and floodwater absorption also ranking highly. FlashVote respondents placed slightly more emphasis on shade and heat than stormwater, which may have been due to the question's phrasing or to the broader audience reached through FlashVote. Both surveys reinforced that environmental benefits, not the economics, garner community support for urban forestry.

Rank	Community Survey	FlashVote
1	*Reduce Stormwater and Runoff*	*Provide Shade*
2	*Provide Shade*	*Absorb and Reduce Heat*
3	*Support Wildlife and Pollinators*	*Improve Air Quality*

Tree Concerns

While overall tree concerns were relatively modest, they represented opportunities for the City to address. The most frequent drawbacks were debris (22.2%) and maintenance burden (16.7%), but 25% cited no drawbacks. Storm-related concerns for trees in Titusville were unexpectedly low, with fewer than 7% of respondents being “extremely concerned” and 68% slightly or moderately so.

In terms of climate concerns, respondents were worried about the lack of trees exacerbating problems. The top concerns were extreme heat in areas without shade (26.8%), tree removal and death due to development (25.8%), and flooding in areas without trees (23.4%) (Figure 3). These responses show an understanding that the loss or lack of trees poses a real risk to the community.

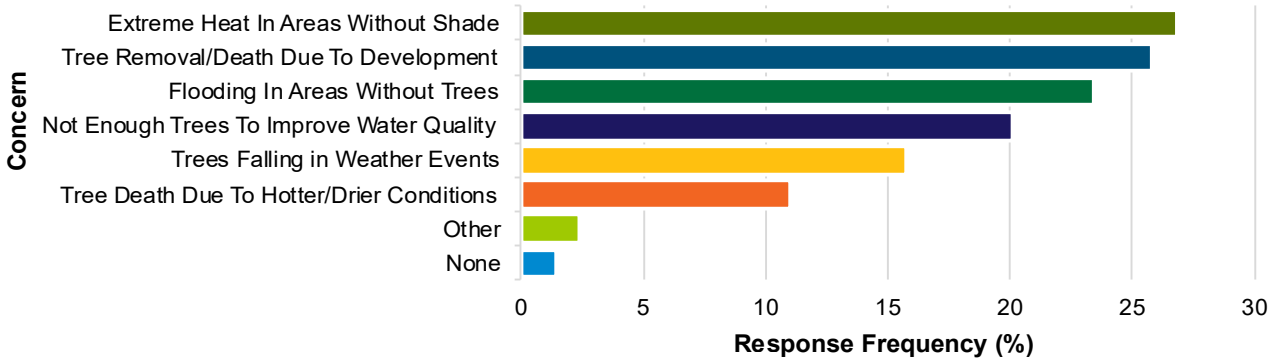


Figure 3. Community survey results on climate-related tree concerns.

City Tree Management

Respondents from both FlashVote and the community survey sent a clear message that the City's current tree management is inadequate, and they support spending more on public trees. While almost 41% of respondents had no trees on their street, only 5.3% said their street trees were well cared for, compared to 23.7% who said they were not (Figure 4). When asked about improvements to public trees, the top desires were more trees (27.9%) and better maintenance (18.6%). FlashVote responses to using City funding for public tree planting and maintenance showed high support (69.0% strongly or somewhat support). Regarding tree preservation, the majority (65.3%) wanted as many trees preserved as possible, and an additional 25.3% supported replacing trees after removal.

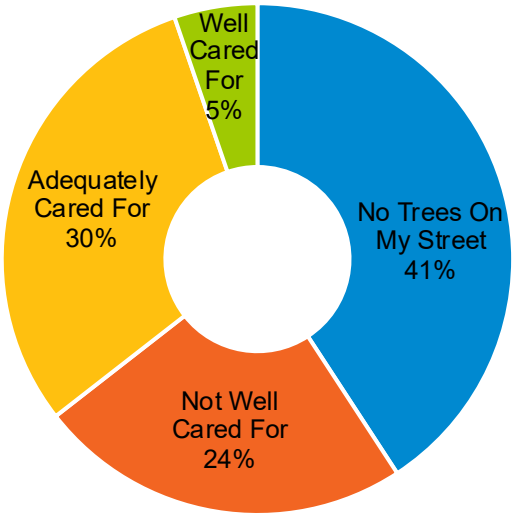


Figure 4. Community survey results on opinion of City street tree maintenance.

The preferred planting locations for new trees varied slightly between engagement tools. The community survey overwhelmingly selected streets and sidewalks as the top location (46.7%), while FlashVote had a tie between parks and downtown/commercial areas. However, FlashVote phrased the question differently, allowing respondents to choose multiple locations, and the community survey asked for the top location.

Awareness & Engagement

Titusville residents showed strong interest in participating in urban forestry. A majority of survey respondents (75.3%) would plant a tree on their property if the City offered a financial incentive, and only 6.5% would not. This supports the FlashVote finding that the majority would support spending City funds on public urban forestry. However, a majority were unsure (17.8%) or did not know (41.1%) how to report a public tree maintenance issue to the City. This shows a gap in information communication to the public. Digital methods, such as email, Facebook, and the City's website, were the preferred communication channels (Figure 5). Only 3% wanted no information on the City's urban forest programs and tree care.

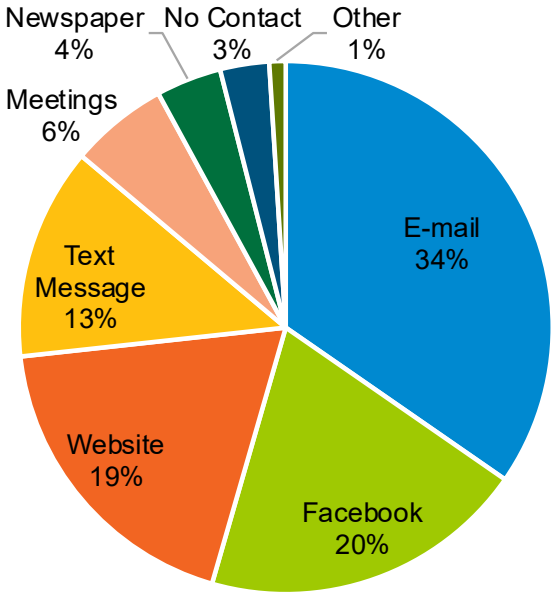


Figure 5. Community survey results on urban forestry information contact methods.

Living with trees cannot be a negative experience, even when naturally occurring things like storms happen…

Community Survey respondent, 2025

3-30-300 Resident Baseline

Titusville's community survey results offer a resident-reported baseline on where the community stands relative to the three components of the 3-30-300 rule (Konijnendijk, 2022). A recent statewide Florida study using the same survey methodology provides a useful point of comparison (Koeser et al., 2024). Of the three thresholds, Titusville was above the Florida average for visible trees but below for canopy cover and green space access.

3 Trees Visible from Home

Every resident should be able to see at least 3 trees from their home.

TITUSVILLE 93.5%

FLORIDA AVG. 71.9%

Above Average
21.6 points above Florida Avg.

Note: *Survey sample skewed toward established single-family homeowners.*

30% Neighborhood Tree Canopy Cover

Every neighborhood should have at least 30% tree canopy cover.

62.4% Titusville

72.9% Florida Avg.

Below Average
10.5 points below Florida Avg.

Note: *Citywide average canopy (44.0%) exceeds the threshold overall. Neighborhood-level canopy analysis in Chapter 3 Section 5 identifies areas with coverage below 30%.*

300m Access to a Park or Green Space

Every resident should live within 300 meters (~5 minute walk) of a park or green space.

45.9% Titusville

57.7% Florida Avg.

Below Average
11.8 points below Florida Avg.

Note: 4.1% were unsure if they could walk to a park within 5 minutes; most parks are managed by Brevard County, requiring interagency coordination.

Sources: Konijnendijk (2022); Koeser et al. (2024); City of Titusville Community Survey (2025)

Chapter 2 Section 2

Vision Workshop

On November 10, 2025, the City held a public workshop at City Hall that brought together community members, City staff, City Council members, the Titusville Environmental Commission, Tree Team members, and the Eocene consulting team. After an informal meet-and-greet and a brief presentation on canopy cover and the City's urban forestry journey, participants divided into facilitated small groups. Each group discussed its urban forest values and priorities, including what makes Titusville special, and through collaborative discussion crafted a vision statement reflecting community priorities for Titusville's future urban forest. The three vision statements developed were:

Our City's vision for our Urban Forest is...

1. *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.*
2. *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.*
3. *To preserve, conserve, enhance, and restore Titusville's natural canopy and thoughtfully design a native urban forest that promotes the City's heat reduction, flood management, and improved air quality goals, along with maximizing environmental benefits.*

Chapter 2 Section 3

Vision Statement Vote

The three vision statements developed at the November 2025 workshop were posted publicly for community-wide voting. With 104 votes cast, the below vision received 36% of the vote and was selected as the guiding statement for the UFMP:

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

Chapter 2 Section 4

Stakeholder Perspectives

As part of the engagement process, input was gathered from the TEC, City Staff, and the Tree Team, as they have direct knowledge of the City’s urban forestry programs. City staff’s opinions were gathered through an in-person SWOT (Strengths, Weaknesses, Opportunities, Threats) assessment on February 9, 2026. The TEC and Tree Team were asked to complete an online form in compliance with the Florida Sunshine Law, which prohibits unnoticed group meetings among board members. Complete SWOT findings are in Appendix F, and analysis of findings is in Chapter 3 Section 10.

City Staff input reflected the reality of managing public trees without a dedicated urban forester. While qualified, the City lacks capacity to manage public trees. The lack of proactive tree care and risk programs was identified, with funding and workspace limitations making expansion difficult. They noted that the Public Landscape Trust fund, volunteer groups, and the state’s urban forestry network all provide resources that the City could expand upon. Severe weather events and negative social media were identified as risks that can quickly undermine public support for urban forestry in Titusville.

The TEC and Tree Team's input touched on several similar themes, but with a stronger policy focus. They identified the City's use of the Trust Fund as a major concern, noting that it has been used primarily for landscaping rather than for trees. The lack of a true City urban forestry program and failure to implement previous tree studies were also cited as issues. They also brought to light the effect of development pressures on the tree canopy and limitations of the current City code, which is further restricted by recent Florida legislation. Related to opportunities, they were positive about the amount of plantable space within the city, the potential for the Trust Fund to be redirected to urban forestry, and the willingness of community groups to partner with the City on tree planting and maintenance.

Chapter 2 Section 5

Draft Plan Public Input

On May 1, 2026, a draft of the UFMP was presented at the TEC's regular meeting for feedback and discussion. Several members of the public and the commission provided verbal comments and participated in sticker voting on how engagement findings translated into plan goals and objectives. Support was expressed for appointing an interim urban forest coordinator, funding an urban forester position, developing strategic planting plans, and partnering with existing volunteer organizations.

Two areas of the draft drew more cautionary feedback. TEC and audience members expressed concern about the scope of recommended code revisions, noting that the current ordinance represents a hard-won compromise and cautioning against changes that could disrupt that balance. Attendees also questioned species diversity thresholds and native species targets, prioritizing native trees over diversity percentage limitations.

The plan was revised to reflect both of these concerns. Ordinance and code language was reframed as recommendations to be pursued when community conditions support them, rather than requirements. Species diversity and native species language was similarly adjusted: the native species planting goal was increased as reflected in Objective 5.3, while diversity thresholds were adjusted to allow the City to establish them based on inventory findings and any monoculture risks identified at that time.

Chapter 2 Section 6

Role in Plan Development

The community engagement process provided clear direction for the plan's goals and strategies. The strong consensus on functional environmental benefits, specifically stormwater management, shade, and wildlife support, helped drive goal-setting and implementation priorities. Community concerns about maintenance and infrastructure compatibility highlighted the need for strategies to address tree care capacity and "right tree, right place" planning. The high interest and low awareness of existing programs demonstrate the potential for active urban forestry participation; however, public education and communication will need to be enhanced to encourage this participation.

These engagement findings translated directly into plan decisions, reflected in the Strategic Plan (Chapter 6). The top-ranked priorities of stormwater, shade, and wildlife are the foundation of environmental health goals and inform species selection guidance. Likewise, the desire for more trees and better maintenance influenced canopy growth and preservation strategies. The gap in public awareness, with 41% of residents unable to identify how to report a tree concern, helped drive education and outreach objectives. Together, the engagement findings rooted the plan's goals and strategies in community values, helping to ensure the UFMP reflects what matters most to residents.

3 CHAPTER THREE
State of the Urban Forest

In Titusville, the urban forest exists within an ecological context that sets the City apart from its peers. Set along the Indian River Lagoon (IRL), one of the most unique and diverse estuaries in the country, the city's coastal landscape is shaped by a subtropical climate, seasonal flooding, and strong storms. The 2023 USDA Plant Hardiness Zone Map places Titusville in Zone 10a, in one zone warmer than the 2012 map, a shift that affects species suitability and canopy resilience. The urban forest and the city's broader vegetation community play a critical role in providing ecological, social, and human health benefits to residents, including filtering runoff before it reaches the Lagoon and mitigating heat. Understanding these conditions is critical for effectively managing Titusville's trees as a shared community resource – they function as a single system that produces benefits connected across public and private land. This chapter examines the current state of Titusville's urban forest through a citywide canopy assessment, an inventory of existing programs and resources, a stakeholder-informed SWOT analysis, and an overview of the external threats and pressures shaping the urban forest's future.

Chapter 3 Section 1

Tree Canopy Assessment Overview

Tree canopy assessments are a critical component of understanding the urban forest. They provide an estimate of the various land cover types, including tree canopy cover, across a defined geographical area. Cities often use the resulting information as a foundational planning element to enhance environmental assets and community well-being. Tree canopy cover percentages often are a source of pride for residents and generate public interest in urban forestry and trees as a whole.

Titusville's tree canopy assessment is an important investment in the City's future, as it develops planning tools for data-based decision-making. Using consistent and replicable methods, a tree canopy cover (TCC) estimate was developed using both current 2023 and 2010 historical data. This will assist the City in continuing to track changes in tree canopy and neighborhood trends over time. The project shows the City is prioritizing its natural and environmental resources, responding to community members' needs, and focusing on the health and well-being of current and future generations.

What is a Tree Canopy Assessment?

A tree canopy assessment (TCA) provides a perspective of how much of the land area is covered by trees, including trees on public and private property. A TCA, also called Urban Tree Canopy (UTC) or Tree Canopy Cover (TCC), is used to describe what percentage of an area has trees as seen from an aerial perspective.

What a Tree Canopy Assessment is Not

A TCA does not collect individual tree attributes, such as size, species, and health. It does not classify the land surface underneath the tree canopy, which can be bare soil, shrubs, grass, herbaceous plants, impervious surface (e.g., roof or roads), or water.

Chapter 3 Section 2

Methods

The City of Titusville's current and historical land cover was estimated through a sample point assessment. Sample point methodology is considered the gold standard for comparison with machine-learning classification systems (Clymire-Stern, 2022) and is based on a 95% confidence interval that provides a high level of accuracy. In this method, geospatial points were randomly generated and subsequently classified by a reviewer as Bare Soil, Grass & Herbaceous Plants, Impervious Surface, Tree Canopy, Water, or Shrub as shown in the images below.

Bare Soil | Grass & Herbaceous | Impervious | Tree Canopy | Water | Shrub

To perform the current 2023 land cover analysis, 6,000 points were classified using commercial imagery with 30-centimeter resolution. Historical coverage was assessed using 2010 high-resolution imagery (60-centimeter to 1-meter). Both timeframes used imagery from the National Agriculture Imagery Program (NAIP, 2023). For quality control, a secondary reviewer independently classified a subsample of the points to develop an overall project accuracy percentage for tree canopy cover.

Plantable area analysis was conducted using the 2023 land cover data. Sample points where a tree could potentially be planted (Grass & Herbaceous and Bare Soil) were separated from points where tree planting would not be immediately feasible (Impervious, Water, Shrub, and existing Tree Canopy). Potentially plantable spaces were then individually assessed to determine whether a small, medium, or large tree could be planted, based on above and below-ground constraints, including proximity to hardscape and structures, overhead utility conductors, and distance to other trees.

The canopy and plantable area data were disaggregated into three levels: census blocks, study areas, and watersheds. Throughout the canopy assessment, the Indian River Lagoon was excluded from the area of interest to remain consistent with land-based canopy analysis and urban forest metrics. Detailed land cover classifications and the accuracy assessment are located in Appendix D, while the detailed planting criteria are in Appendix H.

Chapter 3 Section 3

Canopy Cover & Change

In 2023, Tree Canopy was the most common land cover in Titusville, accounting for 44.0% of the city's land area. Other land covers classified included Grass and Herbaceous Plants (26.0%), Impervious Surface (20.5%), Shrub (3.9%), Bare Soil (3.3%), and Water (2.4%) (Figure 6). A visual representation of the current land cover is shown in Map 1.

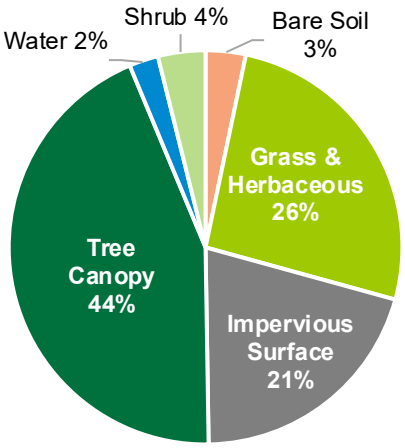
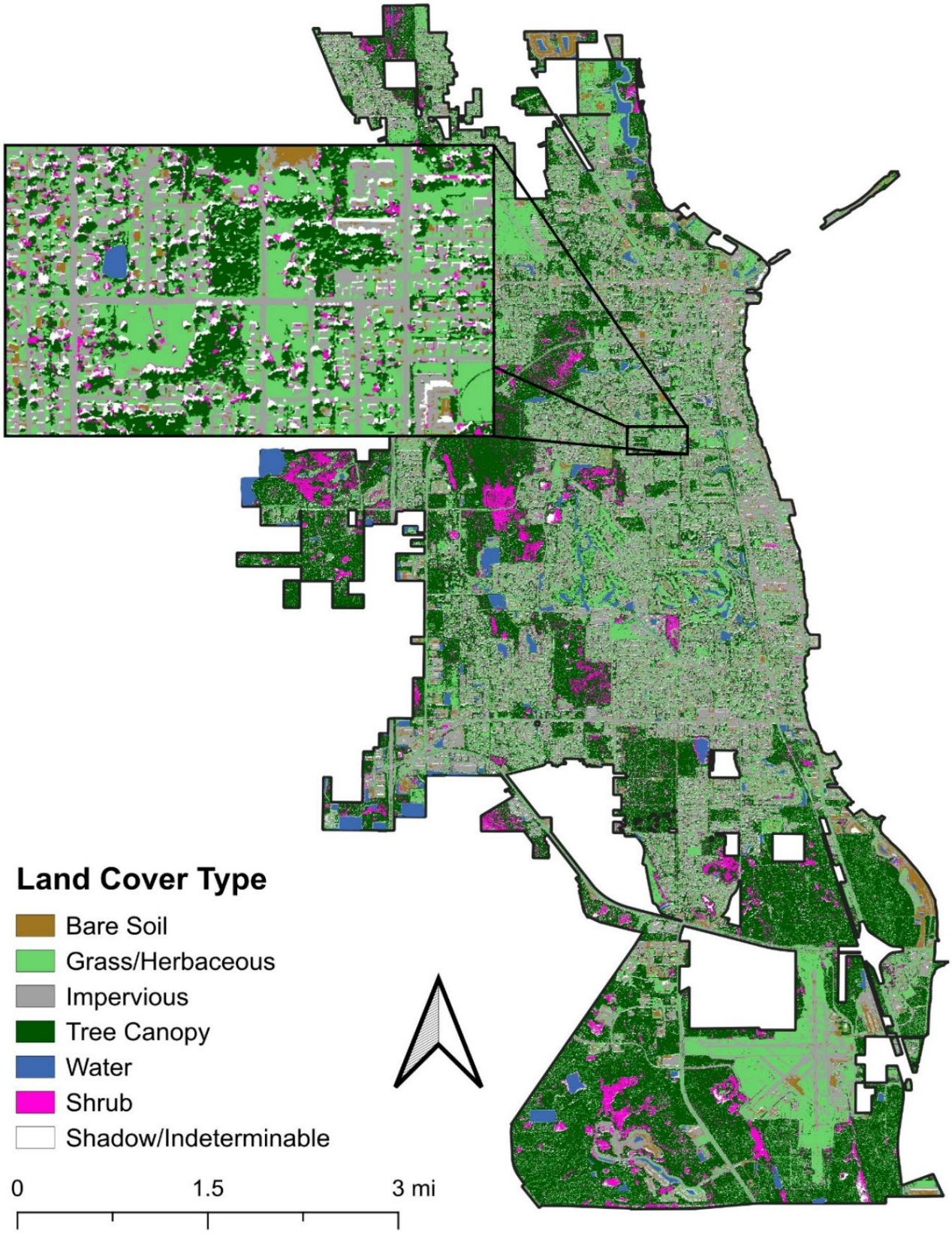


Figure 6. Distribution of land covers in Titusville.



Map 1. Supervised classification land cover map of Titusville.

Between 2010 and 2023, Titusville experienced a notable decline in overall tree canopy cover, decreasing from 50.2% to 44.0%, a statistically significant drop of over six percentage points (Figure 7). During the same period, Shrub cover was the only other land cover to show a statistically significant change, increasing from 0.4% in 2010 to 3.9% in 2023.

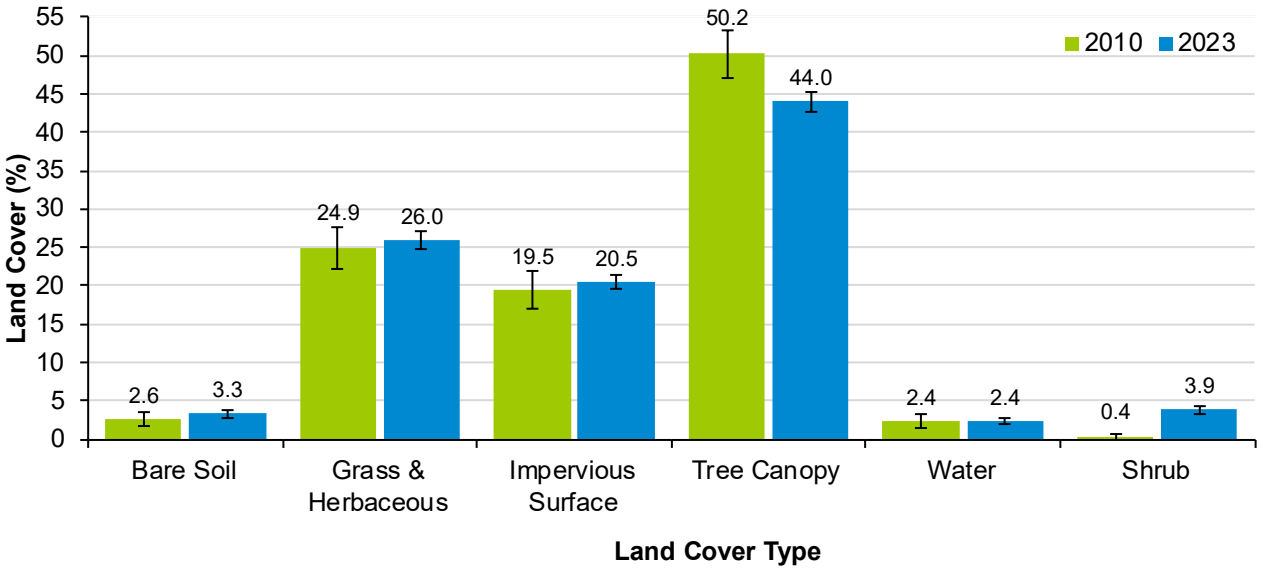


Figure 7. Titusville land covers in 2023 compared to 2010.

However, a closer look at the data reveals more than these figures suggest alone. To further analyze the decline in canopy and the increase in shrubs, a change analysis was performed for points classified as Tree Canopy in 2010 that shifted to another land cover by 2023. The most common conversion was Tree Canopy to Grass & Herbaceous cover, accounting for 43% of all change. Shrub had the next highest conversion at 28%, followed by Bare Soil (12%), Impervious Surface (12%), and Water (4%).

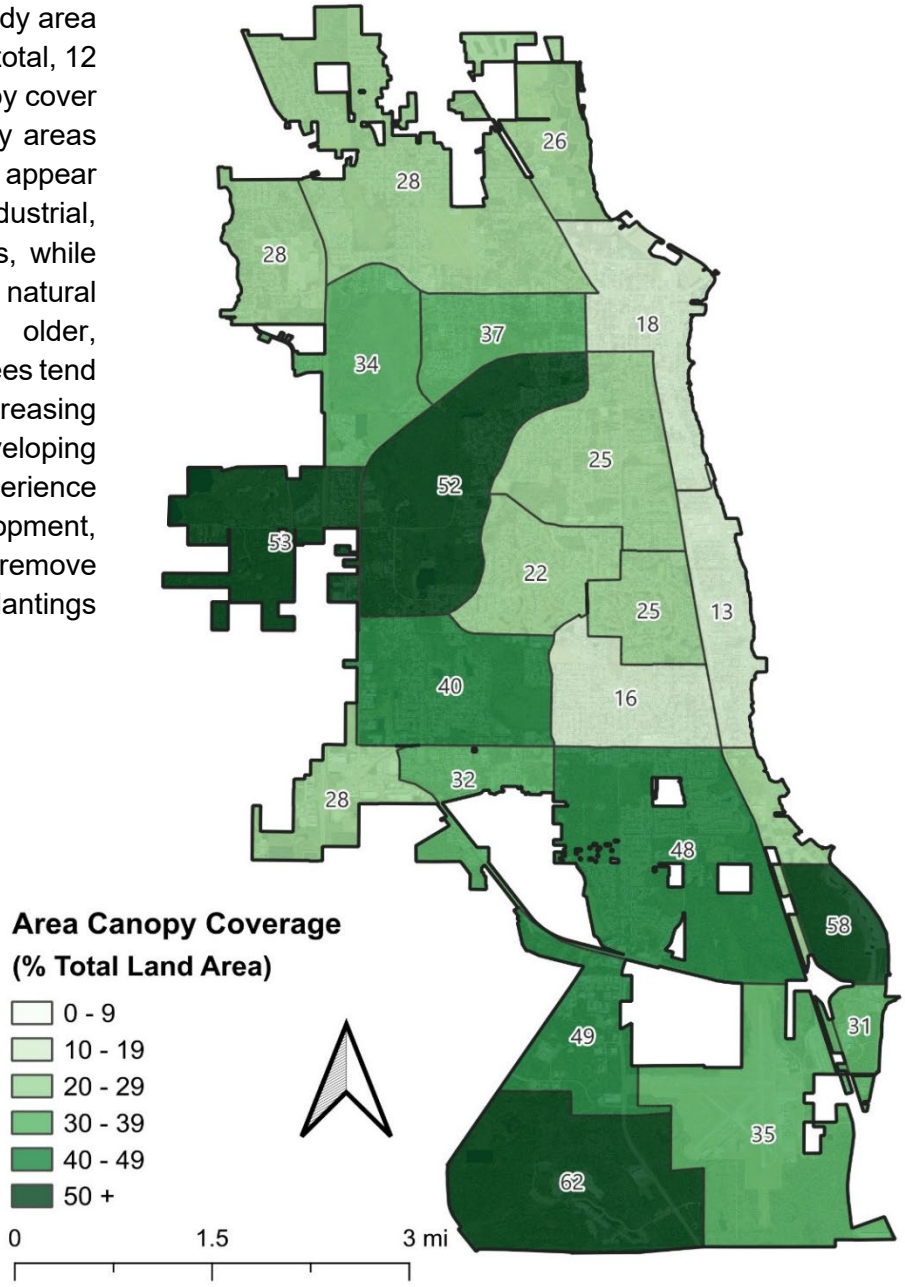
These patterns point to two distinct causes of canopy loss over the 13-year period. The dominant conversion from Tree Canopy to Grass & Herbaceous is consistent with development and population growth, as forested areas are cleared for residential homes with lawns and landscaped yards. Census data support this interpretation, with Titusville's population growing from approximately 44,000 residents in 2010 to an estimated almost 50,000 in 2024 (U.S. Census Bureau, 2026). The secondary conversion from Tree Canopy to Shrub reflects a different process specific to coastal areas like Titusville, where storm damage, salt exposure, and altered site conditions can reduce tree survival. Following tree loss, shrub and scrub species reestablish more quickly than trees, particularly in lagoon and shoreline environments. Taken together, these findings indicate that while development is the primary driver of canopy loss, environmental stressors have contributed to the overall decline in ways that land-cover data alone cannot capture.

Chapter 3 Section 4

Canopy by Study Area

Analyzing canopy cover at the neighborhood scale provides a more granular understanding of spatial patterns, drivers, and disparities in urban forest distribution. This level of analysis enables the City to better pinpoint locations of canopy gains and losses over time. Neighborhood-level metrics also support planning, allowing the City to identify areas with disproportionate canopy cover, limited planting space, or historically low investment. By disaggregating citywide canopy data into smaller geographic units, the City can produce targeted management strategies, prioritize planting projects, and monitor the effectiveness of interventions over time with better precision and accountability. In particular, the planning areas and census blocks (Chapter 3 Section 5) are essential for monitoring the 30% canopy benchmark under the 3-30-300 rule.

In Titusville, canopy cover by study area ranged from 12.5% to 62.3%. In total, 12 of the 23 Study Areas had canopy cover of 30% or higher (Map 2). Study areas that present lower canopy cover appear to be commercial and industrial, downtown, and waterfront areas, while higher canopy cover areas have natural forest stands. In general, older, established areas with mature trees tend to show stable or slowly increasing canopy, while rapidly developing neighborhoods often experience declines as construction, development, and infrastructure expansion remove existing trees faster than new plantings can replace them.



Map 2. Canopy cover by study area in Titusville.

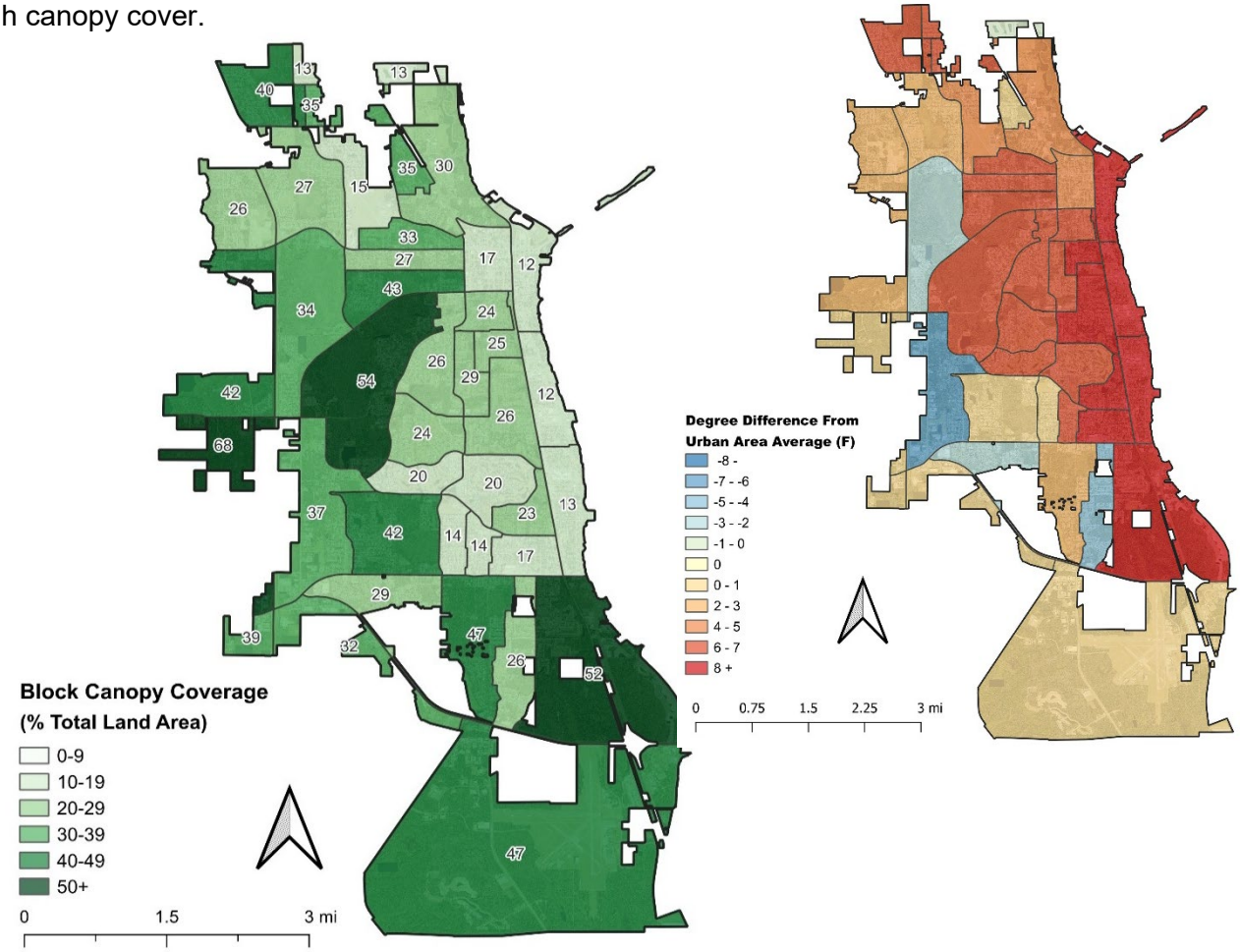
Chapter 3 Section 5

Canopy & Heat Index by Census Block

Similar to analyzing canopy by Planning Area, canopy cover by census block is a smaller scale that can help monitor change over time and progress towards the 30% neighborhood canopy benchmark of 3-30-300. The census block canopy cover percentages had a similar range to that of the study areas, from 11.9% to 67.9%. The lower cover areas were generally along the coast, while the higher cover areas had large, undisturbed forested areas. Out of 41 census blocks, 16 had canopy cover of 30% or more and met the 3-30-300 rule's benchmark.

Census blocks are particularly helpful in analyzing canopy related to demographics and measures such as the heat index. Tree canopy cover is considered a key determinant of neighborhood-level heat exposure. Areas with higher canopy density experience lower surface and air temperatures because trees reduce incoming heat from the sun, increase evapotranspiration, and shade areas to limit heat accumulation in the built environment. Similarly, neighborhoods with sparse canopy, especially those dominated by impervious surfaces such as asphalt and concrete, show higher heat index values, often several degrees more than nearby treed areas.

Comparing Titusville's heat index map to the existing canopy cover map (Map 3), the connection between canopy cover and heat is visible in the northern coastal blocks. However, in the southern area by the Enchanted Forest and the airport, the connection is less evident. This is likely influenced by the high level of impervious cover in those areas driving heat, while large tracts of undeveloped forests had high canopy cover.



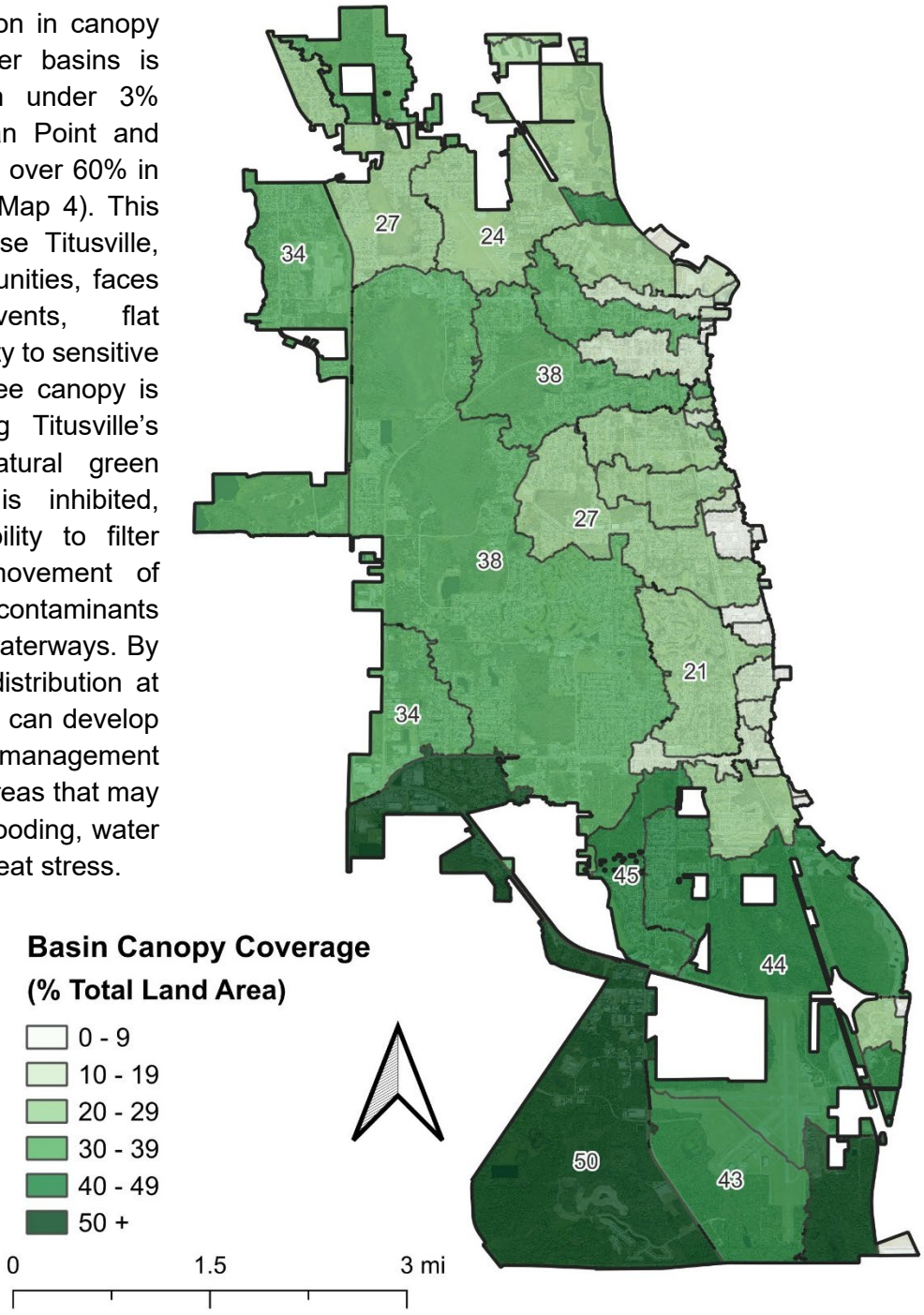
Map 3. Canopy cover compared to heat index by census block in Titusville.

Chapter 3 Section 6

Canopy by Stormwater Basin

Tree canopy plays a critical role in maintaining the ecological function and resilience of storm basins by intercepting rainfall, reducing surface runoff, improving water quality, and mitigating urban heat. Tree leaves and branches capture and store precipitation, while root systems increase infiltration, slow runoff, and stabilize soils, ultimately reducing peak flows and erosion in drainage systems. As a result, variations in tree canopy cover across stormwater basins can significantly influence how effectively each basin manages stormwater and protects downstream water bodies (Seitz & Escobedo, 2011).

In Titusville, that variation in canopy cover across stormwater basins is dramatic, ranging from under 3% canopy cover in Pelican Point and Hopkins Road Basins to over 60% in Ponce de Leon Basin (Map 4). This disparity matters because Titusville, like most Florida communities, faces intense rainfall events, flat topography, and proximity to sensitive water bodies. Where tree canopy is sparse, such as along Titusville's coast, its role as natural green infrastructure system is inhibited, reducing the City's ability to filter pollutants and limit movement of nutrients, sediment, and contaminants into the IRL and other waterways. By understanding canopy distribution at the basin scale, the City can develop more targeted management strategies and identify areas that may be more vulnerable to flooding, water quality degradation, or heat stress.



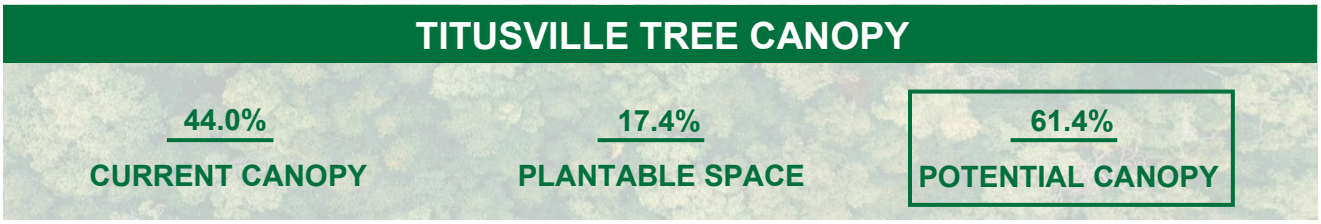
Map 4. Canopy cover by stormwater basin in Titusville.

Chapter 3 Section 7

Canopy Potential

While cities often set planting or canopy-cover goals, these targets can be unattainable. Limiting factors, such as right-of-way width and infrastructure conflicts, can reduce the percentage of land available for trees. By determining current and potential canopy cover, the City can develop realistic, achievable canopy goals. However, it is important to remember that the number is for planning purposes and represents potential capacity. Actual planting locations should always be determined through a site assessment to account for location usage and any restrictions not observable through aerial imagery.

From the initial classification, potentially 29.2% of the total land area was classified as Bare Soil and Grass & Herbaceous, or locations that could potentially support a new tree. Upon further examination and application of tree planting criteria (Appendix H) to the potentially plantable locations, 17.4% of the citywide land area was determined suitable for a new tree.



When looking at plantable space by the City's study areas and census blocks, the potential ranged widely. Study area planting space availability ranged from 4.3% up to 27.9%, and census blocks similarly ran from 8.5% to 44.4%. Detailed planting availability maps are located in Appendix E. Combining current canopy cover with potentially plantable space, estimates ranged from 22.4% to 76.4%. Based on potential canopy (current canopy + plantable space), all study areas exceed the 30% threshold, and only one census block falls below. For that block to reach 30% canopy cover, design alternatives to incorporate trees, such as bump-outs, streetscape redesign, and pavement removal, will need to be explored.

The assessment of planting area was further broken down by potential new tree size and geography. Of the identified tree planting locations, 63% were able to support Large stature trees. Future Small and Medium sized trees comprised only 17% of sites combined, while gaps in existing forested areas accounted for 20% of available planting space. This distribution conveys that Titusville not only has the potential to increase canopy citywide, but can do so with larger trees that will provide the most long-term community benefits.

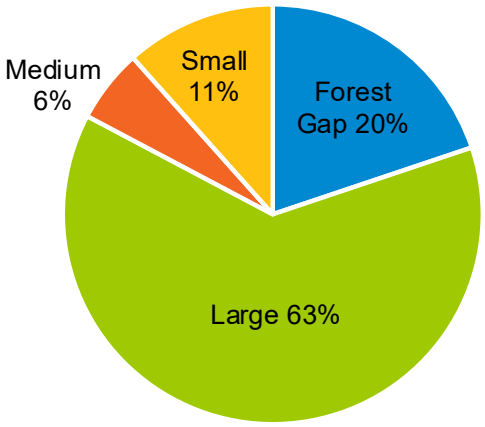


Figure 8. Potential tree size based on canopy assessment.

Chapter 3 Section 8

Ecosystem Benefits

The City of Titusville's current tree canopy coverage was used to calculate the value its trees provide in terms of carbon sequestration and storage, water runoff, and air quality improvement. To measure these environmental tree canopy benefits, i-Tree Canopy (canopy.itreetools.org) values were used. Carbon storage value and annual values of avoided water runoff, carbon sequestration, and air pollutant removal were estimated based on the City's 2023 tree canopy cover of 44.0%. The current tree canopy in the City has almost $6 million in annual benefits (Table 1). Additionally, the estimated carbon storage value is over $122 million (existing, not annual). Annual carbon sequestration was the largest contributor to the annual benefit estimate, totaling almost $4.9 million. Avoided water runoff contributed $0.26 million annually, while air pollutant removal (carbon monoxide, nitrogen dioxide, ozone, sulfur dioxide, and particulate matter 2.5 and 10) was valued at almost $0.86 million per year.

Table 1. Tree canopy Ecosystem benefits in the City of Titusville.

Annual Removal or Runoff Rates	Amount[1]	Value ($)
Carbon Monoxide	3.9	5,601
Nitrogen Dioxide	15.6	2,446
Ozone	187.3	109,302
Sulfur Dioxide	33.6	365
Particulate Matter 2.5	9.8	230,106
Particulate Matter 10	75.1	507,960
Water Runoff	29.2	260,808
Carbon Sequestration	11.3	4,870,818
Annual Total		**$5,987,405**
Carbon Stored (not annual)	282.7	122,324,511

Units in tons except runoff in millions of gallons and carbon in kilotons

While i-Tree is a standard tool to relate economic values of ecosystem services provided by tree canopy, it does not capture less tangible but equally important social and human benefits, such as:

- Aesthetics: the visual appeal of trees can increase property values (UF IFAS, 2016)
- Social Cohesion: tree-lined streets and quality green spaces encourage social interaction, leading to bonding and a greater sense of community (Jennings & Bamkole, 2019)
- Human Mental Health and Wellbeing: tree canopy can lower anxiety and depression (Dahl et al., 2025) and decrease crime (Lin, Wang, & Huang, 2021).
- Increased Recreation: canopy helps increase outdoor activity (Locosselli & Buckeridge, 2023)
- Livability: trees enhance beauty, livability, and how people experience places (UF/IFAS)
- Education & Stewardship: urban forestry education and Tree Steward programs build community capacity (UF/IFAS)

It is important to keep the full suite of benefits trees provide, both measurable and intangible, in mind when examining urban forest contributions. These benefits as described above depend on the programs, partnerships, and policies examined in the sections that follow.

Chapter 3 Section 9

Existing Tree Resources & Programs

Titusville already has several solid components of an urban forest program in place, and outlined below is a high-level overview of the existing relationships, funding mechanisms, and programs that comprise its foundation. Operational resources related to staffing capacity, maintenance programs, and budgets relative to comparable communities are addressed in Chapter 4 Section 5, Urban Forestry Benchmarking.

Tree City USA

Titusville has maintained its Tree City designation from the Arbor Day Foundation for over 25 consecutive years. The program recognizes cities meeting core standards: a tree board or department, a tree ordinance, a forestry budget of $2+ per capita, and an annual Arbor Day observance. Tree City status allows increased access to the Florida Forest Service's technical assistance, the Arbor Day Foundation's resources, and offers a competitive advantage in grant applications. Further, the Tree City status can foster public pride in community trees and the benefits they provide.

Community Partners

Besides the Titusville Environmental Commission, several other groups were identified that either have existing roles or the capacity to partner with the City in urban forest undertakings. Specifically, the Tree Team is an active volunteer group that has organized and conducted native tree plantings in the City without a formal City program structure or funding. Their work demonstrates a sustained commitment to the urban forest and offers a partnership opportunity that supports the UFMP's stewardship goals. Various other community groups, such as garden clubs, Friends of the Enchanted Forest, and the Native Plant Society, represent a potential support base for the City as it looks to expand its urban forestry program.

Public Landscape Trust Fund

Established by Resolution 30-2001, the LTF receives mitigation fee payments when permitted tree removal cannot be offset by replanting new trees onsite. The current fund balance is approximately $700,000, with recent expenditures towards gateway landscape enhancements. Historically, the fund has been directed more toward general beautification than toward enhancing tree canopy. A more recent resolution reallocated a funds balance from the sunset Landscape Enhancement Program to the LTF as a required match for this UFMP. Updating the fee schedule, developed almost 25 years ago, and realigning the expenditure policy are addressed in Goals 2 and 4 in Chapter 6, as well as Policy Recommendations in Chapter 7 Section 3. This funding source represents one of Titusville's best available assets for developing its urban forestry program.

Tree Ordinance

Titusville's tree protection framework is established by Ordinance 20-2021, adopted in 2021, which serves as the foundation for the City's current tree protection and canopy enhancement program. While this ordinance represents a significant update of prior regulations, additional updates related to native landscaping, multi-family canopy, and critical root zones were advancing through the City's review process at the time this plan was developed. The strengths and gaps of the existing ordinance are further evaluated in Chapter 4 Section 3.

State & Federal Support Programs

Titusville has access to Florida's strong urban forestry support network, including the FDACS Urban and Community Forestry Grant program (funding this UFMP), Florida Forest Service technical assistance, the Florida Urban Forestry Council, and the University of Florida/Institute of Food and Agricultural Sciences (UF/IFAS) Urban Forestry Extension Council. On the national level, the USDA Forest Service's urban forestry program provides additional federal grant opportunities.

Chapter 3 Section 10

SWOT Analysis Summary

To evaluate Titusville's urban forestry program, a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis was conducted as part of the UFMP planning process. A SWOT is designed to discover what the City is doing well, where there are program gaps, and what external forces are shaping the local urban forest. Input was gathered from City staff through a facilitated in-person meeting, and an online survey was conducted for the Titusville Environmental Commission (TEC) and the Tree Team. The full SWOT tables are located in Appendix F.

25+
consecutive years as Tree City USA

17%
of city land area available for planting

25 years
since mitigation fees were updated

240
trees planted by volunteers without City program

S Strengths

- ISA (International Society of Arboriculture) Arborists with Tree Risk Assessment Qualification on staff; collaborative team
- Established community organizations to partner with
- Strong foundation: Tree City USA, Public Landscape Trust Fund, Adopt a Street program, tree ordinances
- Higher tree canopy than other Florida communities, as well as other natural assets like the Indian River Lagoon

W Weaknesses

- No one person designated responsible for City trees; all tree maintenance is reactive
- No preventive maintenance or risk management program
- Opposition to hiring an urban forester, existing staff capacity limited
- Lack of enforcement mechanisms in the code
- Failure to implement prior tree and canopy studies

O Opportunities

- Willing volunteer base but underutilized
- Approximately 17% of the land area in Titusville is plantable
- Florida's active urban forestry network, grant program, new County director
- Permit and mitigation fees overdue for update – unchanged in 25 years
- Trust Fund could fund programs for resident tree planting, maintenance, urban forester position, or proactive tree maintenance

T Threats

- Development pressure on the Space Coast; developers have removed hundreds of acres of trees
- State legislation restricting barriers to development has stalled ordinance updates
- Severe weather (e.g., hurricanes and floods) threatens tree health and can create a negative public perception of trees

Planning Considerations

Findings from the SWOT analysis point to four themes that run throughout the strategic plan:

→ The absence of a staff member dedicated to public tree management is the primary constraint that the guiding principles and implementation address.

→ The City's existing funding mechanisms, such as the Trust Fund and fee schedules, are underperforming, and this is addressed in implementation and policy recommendations in Chapter 7.

→ Existing community organizations have already shown that they are willing to help; for example, the Tree Team has already planted over 200 trees without a formal City support program. Building those partnerships is featured in the goals portion of this plan.

→ Positioning trees as a community asset – not as competition with other City infrastructure – is a concept embedded throughout the plan.

Together, these themes connect the SWOT findings to the guiding principles, which are then translated into the goals, objectives, and actions that follow in Chapters 6 and 7.

Chapter 3 Section 11

Threats & Challenges

While internal weaknesses and external threats were discussed in Chapter 3 Section 10 as part of the SWOT analysis, this section focuses on those external change drivers that may influence Titusville's urban forest regardless of programmatic decisions. Impacts such as state regulations (addressed in Chapter 4 Section 1), development, ecological stressors, climate trajectory, and infrastructure conflicts require a different planning approach than operational gaps, such as program staffing. Understanding these challenges, including how they link to internal weaknesses, informed the goals, objectives, and species guidance throughout this plan.

Climate & Heat

In 2023, the USDA's Plant Hardiness Zone Map placed Titusville in Zone 10a, one zone warmer than in its previous 2012 zone map (USDA, 2023). This noted shift in minimum temperatures affects which species can reliably establish and grow healthily in Titusville. For species at the northern edge of their range, the potential for higher heat and drought can lead to longer periods of stress, weakening trees over time. Essentially, species planting choices in Titusville today will affect the next 50 or more years, with the species growing under conditions that might be significantly different from those now. Climate guidance is integrated into the species guide and is one of the factors limiting the requirement for all Brevard County native species in planting projects.

Storms & Hurricanes

Hurricanes are among the most notorious threats to Titusville's urban forest, with several occurring in Florida over the last four years, causing widespread damage and demonstrating the ongoing risk (Florida Forest Service, 2026). Research analyzing 300 Florida cities found that peak wind gusts during hurricanes were a significant predictor of current canopy cover, documenting the lasting effects such storms can have on tree canopy coverage (Salisbury et al., 2022). Titusville's coastal exposure increases its vulnerability to wind damage from storms, and the primary ways to increase its resilience are proactive risk management, a storm plan, and species diversity addressed in this UFMP's goals.

Development

Growth in Titusville and, more broadly, in the Space Coast region poses an ongoing risk to the existing tree canopy. During the UFMP and the Natural Resources Plan, community engagement consistently identified the clear-cutting of lots as a primary concern. Often during development, larger canopy species and contiguous areas of tree canopy are replaced by smaller-stature species, resulting in a decrease in canopy, even when accounting for future tree growth. In a study of 43 Florida municipalities, housing density was significantly negatively associated with tree canopy cover, whereas heritage tree protections were associated with higher canopy cover (Hilbert et al., 2019; Figure 9). Interviews with Florida developers found that punitive regulations alone were insufficient to reduce tree canopy loss during development (Willis et al., 2024). The developers wanted financial incentives to preserve and plant trees, but were willing to work with regulators to create solutions.

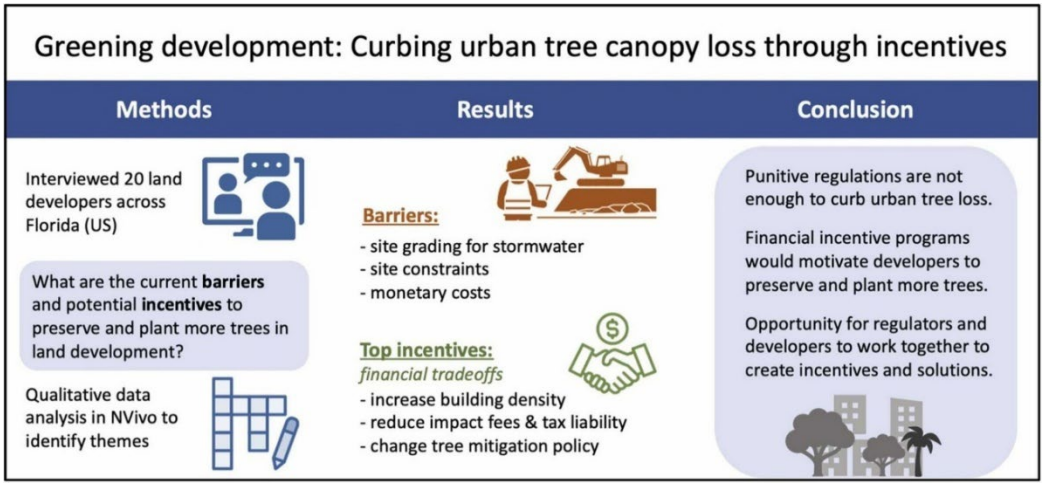


Figure 9. Reducing tree canopy loss during development. *Source: Hilbert et al., (2019).*

Infrastructure

Unfortunately, trees sometimes conflict with the built environment, competing for the same space as sidewalks and utilities. This creates management challenges that can lead to shorter lifespans and higher costs. While infrastructure conflicts are not unique to Titusville, they are exacerbated by the lack of an inventory and proactive maintenance plan. With those elements, conflicts can be addressed without waiting for major damage or an emergency. Choosing the right tree for the location, including accounting for existing underground and overhead utilities during site assessment, is the main way to limit and resolve these issues.

Pests & Disease

Urban forests are particularly vulnerable to pests and diseases because trees in cities face more stressful growing conditions and have lower diversity than those in natural forests. Notable threats to tree health include laurel wilt, ambrosia beetles, palm trunk rot, and other fungal diseases, all of which are exacerbated by Titusville's subtropical climate, storm events, and other urban stressors, such as soil compaction. Without a tree maintenance and inspection plan, the City has no systematic way to discover the early signs of potential problems. Species diversity and native species planting objectives are a long-term way to reduce this vulnerability by increasing diversity and planting trees well-suited to the region and climate.

4 CHAPTER FOUR
Regulatory, Policy, & Program Context

Chapter 4 Section 1
State & Federal Framework

Florida municipal urban forestry programs operate within a complex framework of state statutes, agency programs, local ordinances, and voluntary standards. The Florida Forest Service (FFS), within the Department of Agriculture and Consumer Services (FDACS), administers the state's Urban and Community Forestry program. This program provides technical assistance, resources, and grant funding, including the grant that has funded this Plan, to support local urban forestry. FFS also oversees Florida communities' participation in Tree City USA through the Arbor Day Foundation.

Florida law establishes several preemptions on local tree management authority that affect what Titusville can and cannot require. Florida Statute 163.045 prohibits local governments from requiring permits, fees, or mitigation for tree pruning or removal on single-family residential property when a certified arborist or other qualified professional determines and documents that the tree poses an unacceptable risk. Further, Florida Statute 163.3209 prevents local authority over utility vegetation management along power line corridors. These constraints are accounted for in Titusville's existing code and limit the UFMP's regulatory recommendations, guiding plan strategies toward incentives, education, and voluntary programs rather than permit requirements.

Recent legislation may also influence future City ordinance updates. Senate Bill 180 (2025) prohibits local governments from adopting more restrictive land development regulations than those in place prior to August 2024. House Bill 1217/Senate Bill 1628 (2026) prohibits governmental entities from adopting or funding net-zero policies, which may be relevant to how the City frames tree-related climate and carbon benefits. Both bills are relatively recent and subject to change. Any ordinance modifications should be reviewed by the City's attorney for compliance before action is taken.

Together, these statutes and programs define the regulatory environment within which this plan operates. They affirm the City's authority to manage public trees and regulate development-related tree removal and replacement, while drawing the boundaries within which new and updated policies must be developed.

Chapter 4 Section 2
Related City Plans Alignment

The UFMP is designed to support and build upon existing planning efforts within the City. Where alignment is noted as strong, the UFMP provides detailed pathways through implementation and/or monitoring. Where gaps or opportunities are noted, the plan includes specific recommendations to achieve consistency across plans. This may include using UFMP goals and actions to advance existing plans' goals, or identifying areas where plan updates would benefit from clearer urban forestry integration.

The regulatory tools used to implement plan policies (tree protection ordinances, landscaping requirements, the Public Landscape Trust Fund) are addressed in Chapter 4 Section 3. The plans reviewed below help frame the strategic plan portion of the UFMP.

Table 2. Titusville plans alignment with the UFMP.

PLAN	KEY TREE/URBAN FOREST DETAILS	UFMP ALIGNMENT
Sustainability Action Plan *2023*	Goal 2: Protect natural resources and develop an ecologically resilient community. Action 2.1.2 calls for development of an Urban Forestry Management Plan to manage tree infrastructure and canopy. Action 2.2.4 identifies stormwater infrastructure for green infrastructure opportunities. Resilient Titusville goals and IRL water quality objectives throughout.	**Strong** The UFMP is the direct implementation of Sustainability Action Plan Action 2.1.2. UFMP goals addressing canopy expansion, stormwater benefits, and green infrastructure advance the Sustainability Action Plan's ecosystem and resiliency focus area.
Comprehensive Plan – Conservation Element *2018*	Objective 1.2: the City shall preserve and protect trees and native vegetation. Policy 1.2.1: assure maintenance and conservation of trees and native vegetation through City property maintenance and the site plan review process for new development. Policy 1.2.3: no total removal of vegetation during development. New development plans shall emphasize maintenance of native vegetation, rather than clearing and replanting Policy 1.12.3: promote conservation of natural vegetation in floodplain areas for stormwater storage.	**Strong** UFMP canopy and green infrastructure goals advance Conservation Element natural resources policies. Objective 1.2 and Policy 1.2.1 provide the policy basis for tree conservation; the UFMP acts on those provisions through canopy goals, planting standards, and monitoring indicators. Policy 1.2.3 related to community concern over clear cutting and Goal 4 reduce tree loss from development. Policy 1.12.3 (natural vegetation for stormwater storage) has not been fully implemented through code; Chapter 4 Section 3 addresses this gap.
Community Redevelopment Plan *2022*	Objective 5.2.1.6: evaluate opportunities to provide street trees and canopy cover along CRA sidewalks and trails to encourage non-automobile travel. Objective 6.4.3: preserve and protect trees and native vegetation, including through land development regulations and a tree planting program (Policies 6.4.3.1-6.4.3.3). Goal 6.4: prioritize environmental resiliency-LID standards, native/Florida-friendly plants, stormwater management (Policies 6.4.1.2-6.4.1.6). Goal 6.1: promote sense of place, safety, walkability through streetscape improvements.	**Strong** CRA policies on street tree canopy, tree preservation incentives, and LID align with UFMP goals. CRA boundary represents a priority implementation area where UFMP planting and canopy goals can advance with redevelopment investment. UFMP provides species guidance, planting standards, canopy targets called for in the CRA plan.
Multimodal Master Plan *2019*	Goals include improving landscaping on trails and along roads. Public survey respondents ranked "more shade on walking and bicycling routes" and "landscaped buffers between sidewalk and curb" among top desired improvements. CRA funding for sidewalk infill noted; tree boxes referenced in stormwater infrastructure context. No tree planting standards or canopy targets included.	**Complementary** UFMP street tree and right-of-way planting goals directly support Multimodal Plan walkability and shade. UFMP canopy priority areas and the recommended corridors should be coordinated to maximize benefits. Gap: the Multimodal Plan lacks tree integration standards for planned corridor

		improvements; the UFMP recommends this coordination in Objective 5.4.
Stormwater Utility Program *Ongoing*	Stormwater Utility maintains tree boxes as part of the City's stormwater infrastructure. $20+ million received for IRL stormwater projects. Program focus on reducing nitrogen and phosphorus to IRL and St. Johns River. Program operates through capital project delivery.	**Complementary** Tree box infrastructure shows City investment in tree-stormwater integration. UFMP stormwater-related goals and code recommendation to strengthen tree-LID integration support stormwater utility program outcomes. Opportunity exists to formalize ties between UFMP implementation and stormwater capital project planning.
Neighborhood & Corridor Plans *Various*	U.S. 1 Corridor Plan: strategies for development along U.S. 1 and IRL shoreline; corridor landscaping in Trust Fund grant history. Waterfront Plan: park improvements, waterfront trail, shoreline health along IRL. Indian River City and South Street Plans: land use and character guidance; limited tree mentions.	**Complementary** Spatially coordinate UFMP canopy growth and priority planting areas with corridor and neighborhood boundaries, particularly U.S. 1 and the waterfront. Tree planting there supports the UFMP vision and placemaking goals of these plans. Urban forest integration is not in most neighborhood/corridor plans; the UFMP can provide this going forward.
Natural Resources Plan *2025*	Tree canopy and preservation were a priority topic through public engagement. Recommendations include strengthening the tree protection ordinance to ANSI/ISA standards, directing LTF to tree planting, requiring canopy for multi-family development, increasing mitigation fees, and calling for development and funding of an urban forest plan.	**Strong** This UFMP fulfills the plan's recommendation to establish and fund an urban forest plan. UFMP ordinance and policy recommendations further strengthen tree protection. The LTF recommendations align with both plans and address community concerns about fund misalignment.

Summary

Overall, Titusville's existing plans align well with the UFMP, particularly related to stormwater management, green infrastructure, walkability, and environmental resilience. The strongest alignment is with the Sustainability Action Plan, which directly called for this UFMP, and the CRA Redevelopment Plan, which specifically calls for tree preservation and planting. The 2025 Natural Resource plan echoes these earlier plans, with its related public engagement highlighting similar priorities identified during the UFMP engagement. Specifically, tree preservation, LTF reallocations, stronger enforcement, and native species all emerged as ongoing community values rather than one-time responses. The Natural Resources Plan also calls for the development of an urban forest plan, which this document fulfills.

The primary gap found across plans is not conflict but incompleteness. While several plans call for tree planting, canopy enhancement, or green infrastructure, they do not provide operational or monitoring guidance for implementation. The UFMP is designed to fill that gap across all plans without conflict. One area of partial difference should be noted: the Natural Resource Plan recommends all native landscaping in new development, whereas the UFMP takes a more balanced approach, recognizing state regulatory constraints and the effects of a changing climate on species suitability. Additionally, where regulatory gaps exist, they are addressed through policy recommendations in Chapter 7 Section 3.

Chapter 4 Section 3

Policy & Ordinance Review Findings

Titusville's tree protection, landscaping, and development regulations were reviewed across four code sections: Section 2 (Technical Design Standards: Environmental Protection), Section 5 (Technical Design Standards: Landscaping), Division 10 (Land Development Regulations: Landscaping), and Sections 30-31 through 30-40 (Land Development Regulations: Tree Protection) to assess how well current requirements support the urban forest canopy goals established through community engagement.

Strengths

Titusville has established a meaningful foundation for tree protection, including comprehensive tree survey requirements, a protected tree designation system (significant, specimen, and heritage trees), and canopy area preservation requirements for residential subdivisions. Section 5 provides an extensive plant list with an emphasis on Florida-friendly and native species. Section 2 includes construction protection standards with specific setback requirements from tree trunks. Together, these provisions reflect a municipal commitment to the urban forest that the UFMP can build upon.

Gaps

Several gaps limit the effectiveness of existing protections. Enforcement mechanisms for construction-phase tree protection are not clearly defined, lacking penalties for non-compliance and arborist monitoring requirements during construction. Replacement and mitigation standards lack soil volume minimums, which are critical for long-term tree health and for trees reaching the mature canopy size needed to deliver the stormwater and shade benefits residents prioritize. Stormwater and tree integration provisions exist but are underutilized relative to the community's top-ranked priority. Commercial and industrial development is not required to meet canopy area standards, meaning a significant portion of new development avoids canopy requirements entirely.

A critical and related gap identified by City staff during the UFMP planning process is the adequacy of the fee-in-lieu of replanting rate. The current mitigation ranges from $75 to $100 per net DBH inch of trees to be planted (Resolution 30-2001), and it has not been updated in 25 years. When the cost of paying the fee is lower than the cost of replanting, the program may create an incentive to pay rather than replant. This undermines the system's intent – to retain and grow the City’s tree canopy. Updating the fee to match current tree planting rates, potentially including maintenance costs, and codifying a mechanism to keep the rate current, are priority recommendations.

Stakeholder input also identified another notable gap, which is the absence of a public tree care ordinance governing the management of City-owned trees. There are no formal standards for planting, maintenance, pruning, or removal of trees in public rights-of-way and on City property. This creates inconsistency in how public trees are managed, limits transparency and accountability, and represents a significant vulnerability for the long-term health of the public urban forest.

Code Organization

Tree and landscape requirements are currently distributed across four separate code sections, requiring City staff, developers, and landscape professionals to cross-reference multiple documents to understand the full requirements. For example, a tree planting project currently requires consulting Sections 5 for species selection, 30-322 for size standards, 30-372 for planting standards, and 30-31

for root zone requirements. This fragmentation increases the risk of missed requirements, inconsistent application, and conflicting updates over time.

Priority Recommendations Summary

The full code review analysis, gap assessment, and detailed recommendations are provided in Chapter 7 Section 3. Priority recommendations are summarized in Table 3.

Table 3. Titusville priority policy and ordinance recommendations.

PRIORITY	TOPIC	RECOMMENDED ACTION
HIGH	Construction Protection Enforcement	Add penalties; require arborist monitoring; establish pre-construction documentation
HIGH	Replacement Tree Soil Volume	Establish minimums by tree size class
HIGH	Mitigation Fee-In-Lieu Rate	Update $75-$100/DBH inch to reflect current new tree costs
HIGH	Planting Standards	Shift from large caliper new trees to soil conditions that support healthy growth
MEDIUM	Commercial/Industrial Canopy	Evaluate transition from optional to required canopy standards
MEDIUM	Native Species	Evaluate phased approach to native landscaping requirements in new development, starting with incentives
MEDIUM	Stormwater/Tree Integration	Explore incentive options for tree planting as a stormwater tool, considering current Low Impact Development incentives
MEDIUM	Public Tree Management	Develop standards for City-owned right-of-way trees; establish public tree care ordinance
LOW	Code Consolidation	Consolidate related provisions to reduce cross-referencing

Implementation timelines range from administrative updates achievable within 0-6 months through Technical Design Standards revisions to longer-term ordinance changes requiring Council review.

Alignment with Community Priorities

These code gaps and recommendations tie directly to what residents identified as their top priorities. Stormwater management, the community's top-ranked benefit, is limited by the lack of soil volume requirements and underutilized tree and stormwater integration provisions. Shade, ranked second, depends on trees reaching mature size, which soil volume standards make possible. Wildlife and pollinator support, ranked third, requires the species diversity that the current code does not mandate. Native species also support wildlife and pollinators, but the absence of requirements for native species is a current gap. Native species were also mentioned in UFMP stakeholder engagement and the Natural Resources Plan. Strengthening these provisions translates community values into the regulatory framework that shapes development decisions in Titusville.

Chapter 4 Section 4

Public Landscape Trust Fund

Titusville established the Public Landscape Trust Fund (Resolution 30-2001) to receive payment-in-lieu mitigation fees when on-site tree replacement is not feasible following permitted tree removal. Under the current fee schedule, mitigation payments are $75-$100 per DBH inch and are deposited into the fund designated for beautification of publicly owned or maintained properties.

The fund's history of use includes $100,000 allocated to a Landscape Enhancement Grant program targeting curb-appeal improvements along the U.S. 1 corridor (Resolution 32-2010). That program sunset in 2011 with a remaining balance of $65,050. In April 2025, Resolution 9-2025 reallocated the remaining program funds back into the Trust Fund and toward this UFMP's required match for the FDACS Urban and Community Forestry Grant. The LTF's current balance is approximately $700,000.

Community feedback gathered through the UFMP engagement process identified a concern that Trust Fund revenues have been directed too heavily toward general corridor beautification rather than tree planting and canopy replacement. Given that mitigation payments originate from permitted tree removal on private property, residents and stakeholders noted a disconnect when funds do not return to canopy replacement. This concern is consistent with the community's strong support for tree preservation and replacement identified in the community survey. It reflects a broader expectation that mitigation fees translate into measurable canopy outcomes.

The UFMP includes specific recommendations to update the fee-in-lieu rate, realign Trust Fund priorities, and potentially expand Trust Fund uses to better align with community canopy goals and the plan's implementation needs. Those recommendations are addressed in Chapter 7 Section 3 (Policy & Ordinance Recommendations).

Chapter 4 Section 5

Urban Forestry Program Benchmarking

As part of the State of the Urban Forest, an assessment of Titusville's urban forestry program was conducted using the Hauer and Peterson (2016) study of over 600 communities across the United States. This work is the foundational national municipal tree care activities study, benchmarking communities by size, geography, and program. The benchmarks below reflect cities with populations of 25,000-49,999, unless otherwise noted. Dollar figures have been adjusted for inflation using the U.S. Bureau of Labor Statistics CPI calculator (US Bureau of Labor Statistics). Table 4 summarizes the benchmarking, including where Titusville is comparable, exceeds, or falls below peer communities.

Table 4. Urban forestry program benchmarking: Titusville vs. peers.

Category	Benchmark	Titusville	Status
TREE MANAGEMENT			
Right-of-way tree responsibility	59% Municipality (South)	City is responsible	**At Benchmark**
Primary department for public trees	Public Works	Public Works	**At Benchmark**
Staff with an advanced ISA credential	7% of cities	Yes (TRAQ staff)	**Above Peers**
Accountable job title	Arborist/Forester	Public Works Dir. (typical only in cities under 5,000 residents)	**Below Peers**
Typical arborist: tenure/experience/salary	11 yrs / 22 yrs / $90,338 (national)	N/A – no dedicated position	**Below Peers**
Staff managing public trees	5.25 FTE	~1 FTE	**Below Peers**
TREE CARE FUNDING			
Forestry budget as % of city budget	0.63%	0.15%	**Below Peers**

Category	Benchmark	Titusville	Status
Per capita forestry budget	$13.76	$5.27	Below Peers
Primary funding source	General Fund	General Fund	At Benchmark
VOLUNTEERS & CONTRACTORS			
Works with tree care volunteers	57% do	Yes	Above Peers
Average volunteers annually	211	35	Below Peers
Primary volunteer activity	Planting (85%)	Planting	At Benchmark
COMMUNITY TREE POLICY			
Has a tree inventory	68% of cities do	No	Below Peers
Inventory type	55% full and complete	N/A	Below Peers
Has at least one tree ordinance	93% of cities do	Yes	At Benchmark
Has or is developing an urban forest plan	77% do (national)	In development	Near Benchmark
Is a Tree City USA	74% are	Yes	Above Peers
Has an urban forestry web page	45% do	UFMP project page	Near Peers
TREE OPERATIONS			
Trees planted annually	324	47	Below Peers
Trees pruned annually	1,034	791	Near Benchmark
Trees removed annually	282	31	Above Peers
Proactive vs. reactive tree care	58% proactive	0% proactive	Below Peers
Current pruning cycle	6.4 years	No cycle established	Below Peers
Primary source of trees planted	Purchased 84%, Donated 6%	Purchased 75%, Donated 25%	Near Benchmark
Conducts regular tree risk inspections	60% of cities do	No	Below Peers
Emergency response system for trees	53% of cities do	No	Below Peers

Source: Hauer and Peterson (2016); South, 25,000-49,999 population

Areas where Titusville compares favorably to its peers include its 25+ consecutive years of Tree City USA status, ISA-certified staff with TRAQ credentials, and an active volunteer program. These existing assets provide the foundation that this plan builds upon.

However, critical gaps related to funding and staffing surfaced during this assessment. Titusville's average forestry expenditures account for only 0.15% of the City's total municipal budget and $5.27 per capita – substantially below the benchmarks of 0.63% and $13.76 per capita. The forestry program is entirely reactive, with 0% of tree care scheduled proactively compared to a benchmark of 59%. Annual planting (47 trees) is far below the benchmark of 324, and the City has no formal pruning cycle or emergency response protocol for trees. The absence of a tree inventory prevents proactive management, risk prioritization, and data-driven decision-making.

Staffing is the most significant structural gap. With approximately 1 FTE assigned to public tree management compared to a benchmark of 5.25 FTE, and no dedicated urban forester position, the City

lacks the capacity to implement this plan without additional resources. Having a department director serve as the employee accountable for public tree care, such as Titusville's Public Works Director currently does, is typical only in cities under 5,000 residents, highlighting the need for a dedicated urban forestry position. Funding is the related constraint: Titusville's per capita forestry investment is less than 40% of the regional benchmark. Closing both gaps is the primary focus of Goal 1 in Chapter 6.

Chapter 4 Section 6

Policy Practices of Florida Cities

Titusville's challenges are similar to those experienced by other Florida municipalities, including a lack of an urban forestry coordinator, reactive maintenance, and underutilized funding mechanisms. A review of peer cities provides important insights into how these challenges can be addressed and what Titusville can accomplish through this plan. This section of the plan first summarizes recent research on what works related to Florida urban forestry. It then examines three Florida cities with documented program statuses to complement the general findings.

Florida Urban Forestry Context

Several studies on municipal urban forestry in Florida support Titusville's policy decisions and plan recommendations. Research identified heritage tree protections as one of the most important tools for maintaining citywide tree canopy, as cities with this type of ordinance had 6.7% higher tree canopy than those without. The same study found that over 75% of the surveyed Florida communities had an arborist on staff and over 65% had a government tree board (Hilbert et al., 2019). These are all conditions that Titusville currently meets, yet consistent implementation and enforcement were underlying factors.

A broader study of 300 Florida communities found that although heritage and tree protection ordinances did influence canopy outcomes, they were heavily dependent on consistent enforcement rather than just language alone (Salisbury et al., 2022). Financial mechanisms also play a crucial role in the effectiveness of ordinances. When mitigation fees are set below the true cost of replacement replanting, they can unintentionally incentivize canopy loss. Interviews with Florida developers confirmed that mitigation policies were among the most cited decision factors, with developers indicating a higher likelihood of preserving trees when mitigation costs and incentives were more realistically aligned with current conditions (Willis et al., 2024). Titusville's mitigation fees of $75-$100 per inch of tree diameter, unchanged for almost 25 years, are understood to be below current planting and establishment costs and are identified as a needed update in this plan.

Interviews with Florida developers further found that punishment-based regulatory approaches alone were insufficient to prevent canopy loss in development-heavy regions. Developers identified financial incentives (density bonuses, reduced impact fees, and restructured mitigation policies) as the most effective tools for tree preservation (Willis et al., 2024). These findings support the UFMP's approach to native landscaping and inform the caution about requiring species diversity percentages uniformly.

Florida Cities

One of Florida's most established urban forestry programs is through the City of Gainesville, representing what a well-resourced and supported program can achieve:

- Dedicated Urban Forestry Division within Public Works
- Mission to maintain diversity, mitigate canopy loss, lessen hazards, and conserve heritage trees
- Adopted Urban Forest Management Plan

- Canopy cover goal of no less than 35%
- Tree Sponsor Program
- Heritage tree mitigation codified
- Public tree inventory (update currently underway)

Naples's urban forest plan includes a plan for the upcoming year and an annual overview of tree activities, similar to the reporting methods discussed later in Titusville's UFMP. Their program includes:

- Dedicated tree board and ordinance
- Public tree inventory
- Tree Fill-In Program to replace removed public trees along neighborhood streets
- Tree City USA for 27 consecutive years
- Approximately 30% canopy citywide
- Manages 20,000 public trees
- Recent update to urban forest plan, rebranded as Naples Urban Forest Green Print

The City of Tampa's urban forestry program lies within the planning department, with a senior forester and an urban forest plan informed by canopy analyses.

- Estimated tree canopy was approximately 32% citywide (2016 data)
- Public tree inventory
- Canopy tracked by planning district and neighborhood, with canopy cover from 4% to 73%
- Documented City responsibility to maintain trees in the public rights-of-way and alleyways
- Comprehensive tree protection ordinance for public and private property, including special protection for large or high-value trees
- Trees for Tampa tree planting program

Planning Considerations

When combined, the generalized Florida communities research and these three specific cities point to a baseline set of conditions that set a city up for success – a dedicated urban forestry staff, an adopted plan with set goals, a public tree inventory, tree codes with enforcement mechanisms, and community-based tree planting programs. While Titusville has several of these elements in place or in progress, such as a canopy assessment, an urban forest plan, a tree ordinance, and Tree City USA status, this UFMP is designed to address the gaps. Staffing, a public tree inventory, fee updates, the LTF spending policy, and resident programs are areas that differentiate Titusville from cities with more established and successful programs.

5 CHAPTER FIVE
Vision & Guiding Principles

Chapter 5 Section 1

Vision Statement

The vision statement below was selected by public vote following the November 2025 workshop and was adopted as the guiding light for every goal, objective, and action in the UFMP.

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

The vision centers on five interconnected priorities that define what Titusville's urban forest should achieve and how it should serve the community:

- **Enhance and preserve**: growing the forest and protecting what exists
- **Tree health**: a healthy urban forest, not just more trees
- **Environmental benefits**: a main measure of value
- **Quality of life**: trees are a community asset, not just an environmental one
- **Community**: the community is the primary benefit recipient and a partner in caring for the urban forest

Chapter 5 Section 2

Guiding Principles

Guiding principles define the foundational values and decision-making framework for Titusville's Urban Forest Management Plan. These principles were developed through analysis of community engagement results, existing City policies, the Florida Urban Forest Management planning framework (Northrop et al., 2022), and findings from the SWOT analysis conducted with City staff and community stakeholders. During the planning process, they were refined through meetings with City staff and reviewed and adapted as needed.

1. Effective urban forest management depends on clear roles, resources, and commitment to implementation.

The SWOT analysis identified a foundational gap, where no single person is tasked with overseeing public trees, leading to no planting program and 100% reactive maintenance. Prior investments in planning led to recommendations that were not implemented. Effective urban forestry requires clear ownership and the commitment to act on plans and recommendations once made.

2. Tree health and quality must guide planting and maintenance decisions.

A community survey showed that ~24% of respondents believed public trees were inadequately maintained, and feedback frequently emphasized the desire for more trees ‘done right’. The SWOT also identified that a lack of planning for new tree plantings leads to maintenance challenges and lower survival rates. Best practices in planning, species selection, and maintenance (including the right tree, right place principle) are critical to achieving the vision’s goal of healthy trees and strategic planting.

3. Environmental function is the primary measure of urban forest value.

This reflects the community's top-ranked priorities from survey data: stormwater/runoff, shade, and wildlife/pollinator support. It aligns with the vision statement's emphasis on environmental benefits, water quality, and reduced heat as primary outcomes. Recent extreme weather (flooding, freezing, and drought) has reinforced this, with awareness of trees' roles in climate resilience. This project supports Resilient Titusville goals and Lagoon water quality improvement initiatives.

4. The urban forest both serves and depends on the entire Titusville community.

Urban trees provide benefits to all residents, yet over 50% of survey respondents reported living in lower-canopy neighborhoods, and about half reported they could not walk to a park within 5 minutes, highlighting gaps in who currently benefits. Since most trees in Titusville, like across the country, are on private property, the City cannot grow or preserve the urban forest alone. The SWOT confirmed this – volunteers have planted trees in the absence of a defined City program, while developers continue to contribute to tree loss. Achieving the vision requires shared commitment from residents, developers, community organizations, and the City, each with a role to play.

5. Tree canopy – existing and future – must be integrated into City planning and maintenance.

Trees are often treated as separate from or even in competition with roads, utilities, and development. Over 25% of survey respondents cited tree removal from development as a top concern, and the SWOT confirmed this is ongoing. Reframing trees as part of the solution, helping to manage stormwater, reduce heat, and support infrastructure lifespans, requires integration into City planning. This entails working within existing tools, such as the Trust Fund, updated fee schedules, and heritage tree protections, given state regulatory constraints.

Purpose & Application

These guiding principles provide the foundational framework for what the City of Titusville can and cannot do in managing its urban forest. They establish the big-picture constraints and priorities that guide goals, objectives, and management actions in the UFMP. Each goal and action developed in the plan must align with and operate within these principles while directly reflecting the vision. By clearly stating these principles up front, the UFMP can remain realistic, compliant, and responsive to community values and City capabilities.

6 CHAPTER SIX Strategic Plan

As part of the UFMP, the strategic plan establishes six goals with supporting objectives and performance indicators. Goals are more general outcomes that the City is working towards, and objectives are the specific steps that achieve the goals. Performance indicators are how progress towards those goals is monitored. Goals and objectives were developed based on the vision statement, grounded in the guiding principles, and supported by community feedback. The strategic plan works in tandem with the implementation and monitoring plans to form the basis of Titusville's management framework.

Chapter 6 Section 1
Goal Foundations

The table below shows the connection between the vision statement, guiding principles, and community feedback to the goal. The complete objectives and performance indicators, along with summary key actions, are presented in the table in Chapter 6 Section 3.

Table 5. Connections between the goals, vision, and guiding principles grounded in a community basis.

GOAL	VISION	GUIDING PRINCIPLES	COMMUNITY BASIS
GOAL 1 | Establish the Program Foundation	*Enhance and preserve a healthy urban forest*	Efficient, quality-driven management; align with adopted City plans and policies	SWOT: no designated ownership of public trees; public tree maintenance is reactive; lack of needed resources for public tree care.
GOAL 2 | Build a Sustainable Urban Forestry Program	*Enhance and preserve a healthy urban forest*	Efficient, quality-driven management; align with adopted City plans and policies	SWOT: no proactive maintenance program; LTF underutilized; funding not committed until UFMP complete.
GOAL 3 | Expand & Enhance the Tree Canopy	*Strategic tree plantings that maximize environmental benefits*	Maximize environmental benefits and resilience; enhance community well-being	Survey: 44.7% report canopy has decreased. FlashVote: 75% want more public trees; parks and downtown tied as top planting priorities.
GOAL 4 | Protect & Preserve Existing Trees	*Conservation*	Maximize resilience and environmental benefits; align with City plans and policies	SWOT: developers remove trees; code allows residential tree removal; fees outdated; LTF not well-used for trees.
GOAL 5 | Manage The Urban Forest for Environmental Health & Benefits	*Maximize environmental benefits; improve water quality; reduce heat*	Maximize environmental benefits and resilience; ensure infrastructure compatibility and integration	Survey: stormwater/runoff ranked #1; shade #2; wildlife #3. FlashVote: heat reduction and air quality top ranked. SWOT: Oct 2025 flood raised Council awareness of trees' stormwater value.
GOAL 6 | Cultivate Community Stewardship, Education, & Equitable Access	*Enrich quality of life for the greater Titusville community*	Enhance community well-being; efficient, quality-driven management	Survey: 92% say trees are extremely/ very important; 41% cannot identify how to report a public tree concern. SWOT: volunteer base untapped; community receptive.

Chapter 6 Section 2

The 3-30-300 Rule

Titusville's urban forest should benefit all residents – not just those living in treed neighborhoods or near parks. Introduced in Chapter 1, the 3-30-300 rule (Konijnendijk, 2022) provides a community framework for assessing if urban forest benefits are reaching all residents. This UFMP integrates it as an encompassing benchmark, with progress toward each threshold assessed every 5 years. The annual urban forestry report summarizes the status and is used to inform adaptive management decisions for goals and objectives.

These thresholds are not regulatory requirements, and meeting all three citywide is a long-term ambition rather than a near-term target. An important limiting factor applies to the third threshold: parks in Titusville are mostly managed by Brevard County, which may affect the City's authority over access to green space. The first two thresholds, tree visibility and neighborhood canopy cover, are within the City's influence and are the primary drivers of this plan's goals and objectives.

The cards below depict Titusville's current status, target, and data source for each benchmark. Progress towards each threshold is tracked in the 5-year monitoring table in Chapter 8 Section 2.

3 Trees Visible from Home

Every resident should be able to see at least 3 trees from their home.

Current Baseline	Survey: 93.5% of respondents reported seeing several trees or more (3+)
Long-Term Target	100% of residents meeting threshold across all neighborhoods
Data Source	Community survey

Note: Survey sample skewed toward older, single-family homeowners.

30% Neighborhood Tree Canopy Cover

Every neighborhood should have at least 30% tree canopy cover.

Current Baseline	Survey: 62.4% of respondents selected images representing 30%+ canopy; citywide canopy 44.0%; 39% of census blocks have 30%+ canopy
Long-Term Target	All census blocks meet the 30% canopy threshold
Data Source	Canopy assessment analyzed by census block

Note: Citywide average canopy (44.0%) exceeds the threshold overall.

300m Access to a Park or Green Space

Every resident should live within 300 meters (~5-minute walk) of a park or green space.

Current Baseline	Survey: 45.9% could walk to a park within 5 minutes
Long-Term Target	100% of population can walk to a park or green space in 5 minutes
Data Source	Community survey, GIS mapping

Note: Most parks are managed by Brevard County, limiting the City's ability to reach this threshold.

Chapter 6 Section 3

Objectives By Goal

GOAL 1

Establish the Program Foundation

Before the City can proactively manage or plan, it must establish a dedicated urban forest champion, a public tree inventory, and data systems to support and track. Most of this plan's objectives cannot be realized or tracked without this urban forestry program infrastructure in place.

OBJECTIVES

- 1.1 Complete a full or sample GIS-based inventory of public trees and vacant planting locations within 2 years, capturing species, condition, size, and location (see Appendix I for inventory options comparison)
- 1.2 Designate a staff role responsible for coordinating public tree management, maintenance, interagency communication, and UFMP reporting within 6 months
- 1.3 Establish a GIS-based data management system for urban forestry within 2 years, integrating inventory records, planting logs, maintenance history, and resident requests/complaints
- 1.4 Establish a tree risk management program for public trees, including inspections of all trees every 5 years, annual inspection of trees classified as monitor, and mitigation of high and extreme risk trees within 30 days
- 1.5 Develop staffing plan to bring Titusville more in line with benchmark of 5.25 FTEs involved in managing municipal trees, with recommendations presented to the City Manager within a year

PERFORMANCE INDICATORS

- Inventory completed by Year 2; number of trees and vacant planting sites recorded; trees assessed on a 5-year cycle
- Coordinator designated within 6 months; responsibilities and reporting structure documented
- GIS system operational by Year 2; data layers maintained annually
- Risk program established upon inventory completion; percent of trees on scheduled assessment cycle; high risk trees addressed within 30 days
- Staffing plan developed and brought to City Manager within 1 year

KEY ACTIONS

- Designate urban forestry coordination role within 6 months
- Procure and complete public tree inventory within 2 years
- Develop and present staffing plan to City Manager within 1 year

GOAL 2

Build a Sustainable Urban Forestry Program

With the program foundation solidified, the City will transition from reactive to proactive management, establish consistent maintenance standards, and develop the funding strategy needed to sustain urban forestry operations over the long term.

OBJECTIVES

- 2.1 Track the ratio of proactive vs. reactive tree maintenance annually, targeting 25% proactive by Year 2 and 75% by Year 5. Progress depends on inventory completion (Obj 1.1) and the scheduled maintenance cycle (Obj 2.2)
- 2.2 Develop a scheduled maintenance cycle for all inventoried public trees based on tree inventory findings and the 5-year tree inspection timeframe
- 2.3 Develop a Best Management Practices (BMP) guide for public tree planting, maintenance, pruning, and removal consistent with ISA and ANSI A300 standards within 3 years
- 2.4 Develop a long-term urban forest funding strategy within 2 years, including updated mitigation fees, LTF expenditure policy, and grant opportunities
- 2.5 Develop and adopt an urban forestry storm plan, covering response and recovery, within 3 years

PERFORMANCE INDICATORS

- Percent of tree work orders determined to be proactive vs. reactive; 25% proactive by Year 2 and 75% by Year 5
- Percent of scheduled maintenance complete on schedule
- Guide adopted and given to staff and City contractors in 3 years
- LTF revenue and expenses and grant application activities.
- Adopt storm plan by Year 3

KEY ACTIONS

- Develop scheduled maintenance cycle upon inventory completion
- Update LTF expenditure policy and mitigation fee schedule per Chapter 7 Section 3
- Develop and adopt urban forestry storm response and recovery plan

GOAL 3

Expand & Enhance the Tree Canopy

The City will strategically plant trees to increase tree canopy on City-managed public land, prioritizing low-canopy and high-need areas identified in the TCA. Planting in County-managed parks and along State-managed roads requires coordination with those agencies.

OBJECTIVES

- 3.1 Achieve a net increase in citywide canopy from 44.0% to 50% (2010 canopy cover level) within 10 years with no net canopy loss in any census block
- 3.2 Increase number of trees planted on public property through City operations, volunteer and community group partnerships, and agreements with other agencies
- 3.3 Develop planting plans, including species, amounts, and locations, for City-managed areas within 3 years
- 3.4 Start coordination efforts with the County and FDOT within 2 years to explore planting opportunities in County-managed parks and along State-managed roads within Titusville

PERFORMANCE INDICATORS

- Measure canopy cover on a 5-year cycle; report increases and decreases by census blocks
- Number of trees planted tracked in GIS and by funding source
- Plans completed for priority areas within 3 years
- Documented coordination meetings/communications; formal agreements or MOUs recorded

KEY ACTIONS

- Establish Year 1 planting baseline and set annual planting targets by Year 2
- Develop neighborhood-level planting plans for highest-priority low-canopy areas
- Initiate coordination with Brevard County and FDOT on planting opportunities by Year 2

GOAL 4

Protect & Preserve Existing Trees

The City will strengthen protections for public trees, reduce tree loss from development and deferred maintenance, and ensure the Public Landscape Trust Fund (LTF) is used to offset canopy loss.

OBJECTIVES

- 4.1 No net loss of public trees on City-managed land, tracked annually.
- 4.2 Strengthen tree protections and align the LTF with canopy goals through policy and ordinance updates per Chapter 7 Section 3 recommendations

PERFORMANCE INDICATORS

- Annual count of public trees planted minus removed, reported separately for City projects and permitted development impacting public trees
- LTF policy adopted by Year 1; code updates initiated per Chapter 7 Section 3 timeline; ordinance revisions submitted to Council in Years 2-4

KEY ACTIONS

- Establish public tree removal and replacement tracking protocol by Year 1
- Coordinate with Obj 2.4 LTF adoption to ensure tree protection priorities are reflected in eligible fund uses
- Pursue priority code updates per Chapter 7 Section 3 recommendations

Note: Where code updates are to advance preservation goals, those specific changes are addressed in the Code and Ordinance Recommendations section of this plan.

GOAL 5

Manage the Urban Forest for Environmental Health & Benefits

The City will manage the urban forest to deliver the environmental benefits that community members ranked as most important: stormwater management, heat reduction, air quality improvement, and wildlife habitat support. Native species will be emphasized to increase resilience.

OBJECTIVES

- 5.1 Increase the urban forest's stormwater interception, carbon, and air quality benefits relative to the 2025 TCA reported benefits
- 5.2 Increase species diversity in public tree plantings, where no single species exceeds a set threshold of the total City-managed public tree inventory.
- 5.3 Plant a minimum of 75% native species and 25% wildlife value species (identified in UFMP species guide) in all new public tree plantings starting next planting season, while allowing flexibility for non-native species such as fruit trees.
- 5.4 Increase tree canopy shade in high heat census blocks identified in the TCA, prioritizing streets and pedestrian corridors

PERFORMANCE INDICATORS

- Stormwater, carbon, and air quality benefits quantified through i-Tree or similar; reporting aligned with canopy assessment update frequency compared to 2025 baseline
- Diversity report when tree inventory is updated, with species over thresholds reduced in City plantings
- Percent native and wildlife value in annual planting records
- Number of trees planted annually in high heat census blocks

KEY ACTIONS

- Conduct environmental benefits assessment at each 5-year TCA cycle using i-Tree Canopy or comparable tool
- Apply 75% native and 25% wildlife value species standards to all City-led plantings beginning next planting season
- Incorporate high heat census blocks as priority planting areas in annual planting program

GOAL 6

Cultivate Community Stewardship, Education, & Equitable Access

The City will work to have urban forest benefits distributed equitably across Titusville, increase public awareness of the urban forestry program, and activate the community's volunteer base as a key partner.

OBJECTIVES

- 6.1 Engage a minimum of 50 volunteers, partner organizations, or educational groups in urban forestry activities annually by Year 2, building on existing partnerships with the Titusville Tree Team, local garden clubs, and area schools
- 6.2 Launch a residential urban forestry assistance program within 3 years, with partial funding from the LTF, focused on priority areas. Distribute a minimum of 50 trees and include guidance on planting, species selection, and follow-up care
- 6.3 Ensure the majority of residents can access tree care and urban forestry resources and know how to report tree concerns to the City
- 6.4 Publish an annual staff-evaluated urban forestry progress report that assesses performance related to KPIs and make it publicly available within 2 months of fiscal year end

PERFORMANCE INDICATORS

- Number of volunteer events, volunteers, and hours donated annually
- Number of trees distributed and residents participating; percentage in priority areas
- Urban forestry website page and reporting mechanism live by Year 1; public awareness measured via online poll or FlashVote by Year 3
- Annual progress report published, presented to TEC and Council, and publicly available

KEY ACTIONS

- Launch urban forestry web page and public tree reporting mechanism by Year 1
- Develop and pilot residential tree assistance program in priority areas within 3 years
- Establish Adopt-a-Tree program for resident stewardship of City street trees by Year 2

7 CHAPTER SEVEN Implementation Plan

The implementation plan translates the goals and objectives in Chapter 6 into specific actions, each with a responsible party, timeline, and priority level. Implementation leads reflect the current City department assignments; as urban forestry staffing capacity grows, responsibility will transition to the urban forestry coordinator and any hired or reassigned program staff. Actions are organized by goal and are designed to be consistent with the regulatory framework and plan alignments in Chapter 4.

Some actions depend on enabling conditions, such as policy and ordinance updates, budget allocations, and staffing decisions, that should be resolved before implementation. Those enabling conditions are addressed in Chapter 7 Section 3. Funding considerations, including existing sources such as grants, the Public Landscape Trust Fund, and the City's general fund, are referenced by individual action when applicable.

Department Assignment Note

Public Works is noted as the lead department and is a stand-in for a future urban forestry position. Potential future organizational changes, such as establishing a Parks and Recreation department, may further affect these assignments. Even with potential changes, Public Works should remain an essential partner where infrastructure interfaces with the urban forest.

Chapter 7 Section 1

Implementation By Goal

GOAL 1 Establish the Program Foundation

Objective 1.1 Complete a full or sample GIS-based inventory of public trees and vacant planting locations within 2 years, capturing species, condition, size, and location.

Action	Lead	Partners	Time	Priority
1.1.a Determine inventory scope and method (complete vs. sample approach)	Public Works Community Development	GIS	Yr 1	High
1.1.b Start inventory procurement if awarded (FL Urban & Community Forestry grant); identify supplemental funding sources to cover any gap	Public Works Community Development	Finance	Yr 1	High
1.1.c Develop inventory Request for Proposal specifications	Public Works Community Development	Finance GIS	Yr 1	High
1.1.d Conduct inventory and load into City GIS system	Public Works Consultant	GIS	Yr 1-2	High

Objective 1.2 Designate a staff role responsible for coordinating public tree management, maintenance, interagency communication, and UFMP reporting within 6 months.

Action	Lead	Partners	Time	Priority
1.2.a Review existing staff roles and identify options for designating urban forestry coordination responsibilities	City Manager Public Works	Community Development	Yr 1	High
1.2.b Develop written role description documenting urban forestry coordination responsibilities and reporting structure	City Manager HR	Public Works Community Development	Yr 1	High
1.2.c Present designation options with recommendation to City Manager	Public Works	Community Development	Yr 1	High
1.2.d Designate role and document in City organizational structure	City Manager	HR	Yr 1	High

Objective 1.3 Establish a GIS-based data management system for urban forestry within 2 years, integrating inventory records, planting logs, maintenance history, and resident requests/complaints.

Action	Lead	Partners	Time	Priority
1.3.a Assess existing GIS and identify options for urban forestry data management	GIS	Public Works	Yr 1	High
1.3.b Establish data layers and fields for inventory records, planting logs, maintenance history, and resident requests	GIS	Public Works	Yr 1-2	High
1.3.c Integrate citizen tree reporting mechanism into chosen GIS system	GIS	Community Development	Yr 2	Medium
1.3.d Train staff on GIS system use and establish data entry protocols	GIS	Public Works	Yr 2	High
1.3.e Review and update GIS system on 5-year cycle	GIS	Public Works	5-Year	Medium

Objective 1.4 Establish a tree risk management program for public trees, including inspections of all trees every 5 years, annual inspection of trees classified as monitor, and mitigation of high and extreme risk trees within 30 days.

Action	Lead	Partners	Time	Priority
1.4.a Research tree risk assessment methodology (ISA, USDA) and develop protocols	Public Works	Community Development	Yr 1	High
1.4.b Train relevant staff in chosen tree risk assessment protocols	Public Works	Community Development	Yr 1-2	High
1.4.c Develop mitigation response standards for high and extreme risk public trees	Public Works	Community Development	Yr 1-2	High
1.4.d Start risk inspection program upon inventory completion	Public Works	GIS	Yr 2-3	High
1.4.e Track and report inspection completion rates and mitigation actions annually	Public Works	GIS	Annual	Medium

Objective 1.5 Develop staffing plan to bring Titusville more in line with benchmark of 5.25 FTEs involved in managing municipal trees, with recommendations presented to the City Manager within a year.

Action	Lead	Partners	Time	Priority
1.5.a Develop staffing plan with options for reaching benchmark levels (new hires, reassignment, contractor support, technology solutions)	Public Works	HR Finance	Yr 1	High
1.5.b Present staffing plan with recommendations to City Manager	Public Works	Community Development	Yr 1	High

GOAL 2 Build a Sustainable Urban Forestry Program

Objective 2.1 Track the ratio of proactive vs. reactive tree maintenance annually, targeting 25% proactive by Year 2 and 75% by Year 5. Progress depends on inventory completion (Obj 1.1) and the scheduled maintenance cycle (Obj 2.2).

Action	Lead	Partners	Time	Priority
2.1.a Incorporate proactive vs. reactive categorization into work order system as GIS system is established (Obj 1.3)	Public Works	GIS	Yr 2	High
2.1.b Shift crew scheduling toward proactive maintenance as the scheduled maintenance cycle (Obj 2.2) starts, targeting 25% proactive by Yr 2 and 75% by Yr 5	Public Works		Yr 2-5	High
2.1.c Track proactive vs. reactive ratio annually through monitoring indicator	Public Works	GIS	Annual	Medium

Objective 2.2 Develop a scheduled maintenance cycle for all inventoried public trees based on tree inventory findings and the 5-year tree inspection timeframe.

Action	Lead	Partners	Time	Priority
2.2.a Upon inventory completion, develop a maintenance schedule prioritized by condition and risk rating	Public Works	Consultant	Yr 2-3	High
2.2.b Identify staffing, contract capacity, and funding needed for the maintenance schedule	Public Works	Finance	Yr 2-3	High
2.2.c Implement scheduled maintenance cycle and track completion rate annually	Public Works		Yr 3+	High
2.2.d Review and update maintenance schedule following each 5-year inventory cycle	Public Works	GIS	5-Year	Medium

Objective 2.3 Develop a Best Management Practices (BMP) guide for public tree planting, maintenance, pruning, and removal consistent with ISA and ANSI A300 standards within 3 years.

Action	Lead	Partners	Time	Priority
2.3.a Draft BMP guide covering planting, pruning, maintenance, and removal standards using available industry resources	Public Works	Community Development	Yr 2	Medium
2.3.b Distribute BMP guide to City staff, contractors, and landscapers	Public Works	Community Development	Yr 2-3	Medium
2.3.c Review and update BMP guide at each 5-year cycle or when major ISA standard changes occur	Public Works		5-Year	Low

Objective 2.4 Develop a long-term urban forest funding strategy within 2 years, including updated mitigation fees, LTF expenditure policy, and grant opportunities.

Action	Lead	Partners	Time	Priority
2.4.a Update LTF expenditure policy per recommendations in Chapter 7 Section 3	Community Development	City Attorney	Yr 1	High
2.4.b Update mitigation fee schedule and bring to Council for adoption	Community Development	City Manager	Yr 1-2	High
2.4.c Identify and pursue state and federal grant opportunities annually	Community Development	Public Works	Annual	Medium
2.4.d Develop annual LTF report documenting revenues, expenditures, and grant activities	Finance	Community Development	Annual	Medium

Objective 2.5 Develop and adopt an urban forestry storm plan, covering response and recovery, within 3 years.

Action	Lead	Partners	Time	Priority
2.5.a Review existing City emergency management and debris management plans for urban forestry integration opportunities	Public Works	Emergency Management	Yr 1-2	Medium
2.5.b Draft storm response and recovery plan covering inspection prioritization, debris protocols, and interagency coordination	Public Works	Community Development	Yr 2-3	Medium
2.5.c Initiate coordination with Florida Power & Light (FPL) to request advanced notice of planned vegetation work and establish a contact	Public Works	City Manager	Yr 1-2	Medium
2.5.d Coordinate with FPL and other utilities on post-storm tree response protocols	Public Works		Yr 2-3	Medium
2.5.e Adopt storm plan and distribute to relevant City departments	Public Works	City Manager	Yr 3	Medium
2.5.f Review and update storm plan following any major storm event or at each 5-year cycle	Public Works		As Needed	Low

GOAL 3 Expand & Enhance the Tree Canopy

Objective 3.1 Achieve a net increase in citywide canopy from 44.0% to 50% (2010 canopy cover level) within 10 years with no net canopy loss in any census block.

Action	Lead	Partners	Time	Priority
3.1.a Meet canopy target of 50% within 10 years through public planting, neighborhood planting plans, agency coordination, and residential assistance program	Public Works	Community Development	Yr 1-5	High
3.1.b Identify and document significant canopy loss events (development, storm, disease) for tracking and mitigation	Public Works	Community Development	As Needed	High
3.1.c Track canopy cover by census block at each 5-year TCA cycle and flag any blocks showing net loss for targeted tree planting and giveaways	Public Works	Consultant	5-Year	High

Objective 3.2 Increase number of trees planted on public property through City operations, volunteer and community group partnerships, and agreements with other agencies.

Action	Lead	Partners	Time	Priority
3.2.a Compile existing planting records and establish Year 1 planting baseline	Public Works	GIS	Yr 1	High
3.2.b Set annual planting targets based on inventory findings, available planting sites, and capacity	Public Works	Community Development	Yr 2	High
3.2.c Develop annual planting program including species selection, site preparation, and planting schedule	Public Works	Consultant	Yr 2-3	High
3.2.d Coordinate with Titusville Tree Team and community volunteers for supplemental planting events	Public Works	Community Development	Annual	Medium
3.2.e Track and report trees planted annually in GIS and by funding source	Public Works	GIS	Annual	Medium

Objective 3.3 Develop planting plans, including species, amounts, and locations, for City-managed areas within 3 years.

Action	Lead	Partners	Time	Priority
3.3.a Develop neighborhood-level planting plans for highest-priority areas identified in TCA analysis	Public Works	Consultant	Yr 2-3	High
3.3.b Incorporate 3-30-300 analysis into planting plan prioritization, with emphasis on census blocks below 30% canopy threshold	Community Development	GIS Public Works	Yr 2-3	High
3.3.c Update planting plans following each 5-year TCA cycle to reflect changed conditions	Public Works	GIS	5-Year	Medium

Objective 3.4 Start coordination efforts with the County and FDOT within 2 years to explore planting opportunities in County-managed parks and along State-managed roads within Titusville.

Action	Lead	Partners	Time	Priority
3.4.a Identify County-managed parks and FDOT corridors within City limits where canopy enhancement is feasible and desirable	Community Development	GIS	Yr 1-2	Medium
3.4.b Initiate coordination meetings with Brevard County Parks and FDOT to discuss planting opportunities	City Manager	Community Development	Yr 2	Medium
3.4.c Pursue interlocal agreement or MOU with Brevard County for planting coordination in City-adjacent parks	Community Development	City Attorney City Manager	Yr 2-3	Medium
3.4.d Track coordination activities and plantings achieved through agency partnerships annually	Community Development	Public Works	Annual	Low

GOAL 4 Protect & Preserve Existing Trees

Objective 4.1 No net loss of public trees on City-managed land, tracked annually.

Action	Lead	Partners	Time	Priority
4.1.a Establish protocol for tracking public tree removals	Community Development	Public Works	Yr 1	High
4.1.b Integrate public tree removal tracking into GIS system and work order records	GIS	Public Works Community Development	Yr 1-2	High
4.1.c Require replacement planting for all City-initiated public tree removals and document replacement in GIS	Public Works	GIS	Ongoing	High
4.1.d Report net public tree gain or loss annually in urban forestry progress report	Public Works	GIS	Annual	Medium

Objective 4.2 Strengthen tree protections and align the LTF with canopy goals through policy and ordinance updates per Chapter 7 Section 3 recommendations.

Action	Lead	Partners	Time	Priority
4.2.a Coordinate with Obj 2.4 LTF expenditure policy adoption to ensure tree protection and canopy priorities are reflected in eligible fund uses	Community Development	Finance	Yr 1	High
4.2.b Evaluate and pursue code updates per priority recommendations, including soil volume, construction protection, penalties for unpermitted tree removal, and stormwater integration	Community Development	City Attorney Public Works	Yr 1-4	High

4.2.c Bring any ordinance revisions through Council adoption process per Chapter 7 Section 3 implementation timeline	Community Development	City Manager	Yr 2-4	High
4.2.d Monitor adopted code effectiveness and flag issues at each 5-year review	Community Development	Public Works	5-Year	Low

GOAL 5 Manage the Urban Forest for Environmental Health & Benefits

Objective 5.1 Increase the urban forest's stormwater interception, carbon, and air quality benefits relative to the 2025 TCA reported benefits.

Action	Lead	Partners	Time	Priority
5.1.a Conduct environmental benefits study using i-Tree Canopy or similar with each TCA cycle	Public Works	Consultant	5-Year	High
5.1.b Coordinate with Stormwater Utility program to identify opportunities to formalize tree-stormwater integration in capital project planning	Public Works	Stormwater Community Development	Yr 2-3	Medium

Objective 5.2 Increase species diversity in public tree plantings, where no single species exceeds a set threshold of the total City-managed public tree inventory.

Action	Lead	Partners	Time	Priority
5.2.a Upon inventory completion, assess current species composition and identify any existing monoculture risks	Public Works	Consultant	Yr 2	High
5.2.b Develop and apply diversity thresholds to all planting plans and contractor specifications	Public Works		Yr 2+	High
5.2.c Track species composition in GIS annually; flag species, genus, families over diversity thresholds	Public Works	GIS	Annual	Medium

Objective 5.3 Plant a minimum of 75% native species and 25% wildlife value species (identified in UFMP species guide) in all new public tree plantings starting next planting season, while allowing flexibility for non-native species such as fruit trees.

Action	Lead	Partners	Time	Priority
5.3.a Establish native species and wildlife/pollinator value criteria for tracking using the approved plant list and UF/IFAS guidance	Public Works	Community Development	Yr 1	High
5.3.b Ensure species selected for all City-led planting programs meet native and wildlife criteria to the extent practicable	Public Works		Ongoing	High
5.3.c Track and report species composition and wildlife value percentages of new plantings annually	Public Works	GIS	Annual	Medium

5.3.d Review and update approved plant list to reflect climate adaptation needs and emerging species guidance every 5 years, or when notable UF/IFAS updates occur	Community Development	Consultant	5-Year	Low

Objective 5.4 Increase tree canopy shade in high heat index census blocks identified in the TCA, prioritizing streets and pedestrian corridors.

Action	Lead	Partners	Time	Priority
5.4.a Develop heat-priority planting list of large-canopy species suited to street and corridor conditions	Public Works	Community Development Consultant	Yr 1-2	High
5.4.b Incorporate heat index priority areas into annual planting program and planting plans developed under Objective 3.3	Public Works	GIS	Yr 2-3	High
5.4.c Track and report number of trees planted in high heat census blocks annually	Public Works	GIS	Annual	Medium

GOAL 6 Cultivate Community Stewardship, Education, & Equitable Access

Objective 6.1 Engage a minimum of 50 volunteers, partner organizations, or educational groups in urban forestry activities annually by Year 2, building on existing partnerships with the Titusville Tree Team, local garden clubs, and area schools.

Action	Lead	Partners	Time	Priority
6.1.a Inventory existing volunteer and partner relationships and establish baseline engagement numbers in Year 1	Community Development	Public Works	Yr 1	High
6.1.b Develop annual volunteer engagement calendar including planting events, educational programming, and stewardship activities	Community Development	Tree Team	Yr 1-2	High
6.1.c Develop an Adopt-a-Tree program for residents and community groups to commit to the care of designated City street trees, including watering, weeding, mulching, and monitoring	Community Development	Public Works	Yr 2	Medium
6.1.d Explore development of a commemorative or memorial tree program	Community Development	Public Works Finance	Yr 2	Medium
6.1.e Establish partnership agreements or MOUs with key community organizations including Tree Team	Community Development	City Manager	Yr 2	Medium
6.1.f Recruit school and youth group participation in urban forestry programming	Community Development	Schools Tree Team	Yr 2-3	Medium
6.1.g Track and report volunteer events, participants, and hours donated annually	Community Development		Annual	Medium

Objective 6.2 Launch a residential urban forestry assistance program within 3 years, with partial funding from the LTF, focused on priority areas. Distribute a minimum of 50 trees and include guidance on planting, species selection, and follow-up care.

Action	Lead	Partners	Time	Priority
6.2.a Ensure LTF expenditure policy (Obj 2.4) establishes private property planting grants as an eligible use	Community Development	City Attorney	Yr 1-2	High
6.2.b Design residential assistance program including eligibility, services offered, application process, and technical assistance provided by the City or partners	Community Development	Public Works Tree Team	Yr 2	High
6.2.c Use TCA analysis and 3-30-300 threshold data to identify and prioritize program target areas	Community Development		Yr 2	High
6.2.d Pilot program in highest-priority census blocks	Community Development	Tree Team	Yr 2-3	High
6.2.e Evaluate pilot outcomes and adjust program based on funding and demand	Community Development	Finance	Yr 3+	Medium
6.2.f Track participants, trees distributed, and locations annually; report percentage in priority areas	Community Development	GIS	Annual	Medium

Objective 6.3 Ensure the majority of residents can access tree care and urban forestry resources and know how to report tree concerns to the City.

Action	Lead	Partners	Time	Priority
6.3.a Establish dedicated urban forestry web page on City website with reporting link, resources, and program information	Community Development	IT	Yr 1	High
6.3.b Develop and distribute public tree reporting mechanism (online form, phone line, or integrated with existing 311 system)	Community Development	IT	Yr 1	High
6.3.c Launch public awareness campaign through City social media, email newsletter, and community events	Community Development		Yr 1-2	High
6.3.d Integrate urban forestry awareness into existing City communications channels and community events	Community Development		Ongoing	Medium
6.3.e Measure public awareness in community surveys; reduce inability to identify reporting channels from 41% survey baseline	Community Development		Yr 2+	Medium

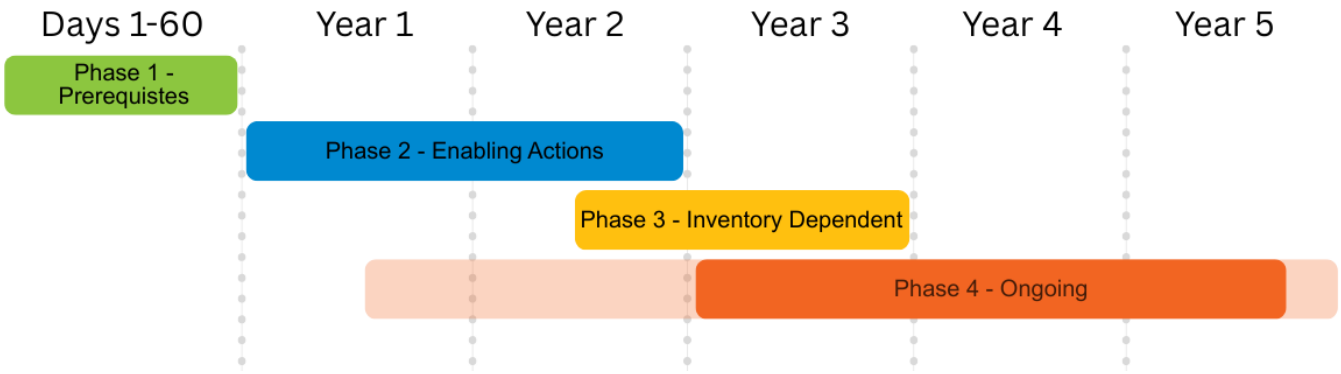
Objective 6.4 Publish an annual staff-evaluated urban forestry progress report that assesses performance related to KPIs and make it publicly available.

Action	Lead	Partners	Time	Priority
6.4.a Compile annual monitoring data from implementation monitoring tables across all six goals	Public Works	Community Development	Annual	High
6.4.b Calculate overall program status using On Track Objectives percentage	Community Development		Annual	High
6.4.c Prepare progress report using adopted template; update all placeholders with current year data	Community Development	Public Works	Annual	High
6.4.d Present progress report to TEC and City Council as part of annual urban forestry reporting	Community Development	City Manager	Annual	High
6.4.e Publish progress report on City website and distribute through community channels	Community Development	IT	Annual	High

Chapter 7 Section 2

5-Year Operational Plan

The first five years of UFMP implementation focus on building the program infrastructure, legal tools, and knowledge that the goals require. The inventory, coordinator role, and updated policies must be in place before the City can expand canopy, track tree preservation outcomes, or measure urban forestry program success. The order below reflects that logic, where Goal 1 foundation actions and Goal 4 policy updates come first because they enable everything else. Timelines begin upon plan adoption, although the City may already have made inroads on certain actions prior to adoption. This section summarizes priority actions for the first five years, with a high level overview of the timeline depicted in the below graphic. Appendix K features the full actions table, with responsible department, timeline, and planning-level cost estimates.



How Actions Are Phased

Urgency – time sensitive or prerequisite for other actions
Feasibility – can start with current staff and resources
Dependency – must come after another action's completion

1 Immediate | Prerequisites

Begin within 60 days of plan adoption

There are three actions that must begin immediately, as other goals, objectives, and actions depend on them: designation of a coordinator, tree inventory procurement, and LTF policy. Public tree tracking and GIS setup should be initiated at the same time and are relatively low effort. From day 1, it is critical that the City show commitment and forward momentum – early, visible action is what translates a plan into an urban forestry program Titusville can be proud of.

Designate the urban forestry coordinator (Obj 1.2)

This is the most important enabling action in the plan. Without a designated contact, there is truly no one to implement this plan. It requires no new funding, as it is an assignment/reassignment of existing staff.

Launch public tree inventory procurement (Obj 1.1)

The maintenance schedule, risk program, species diversity, and planting plans depend on inventory findings. If a grant does not fully cover costs, identify supplemental funding sources and proceed with procurement.

Adopt LTF expenditure policy (Obj 2.4)

The residential tree assistance program, private property planting grants, and mitigation fee adjustment all require this to be in place first. This should be able to be done without a code amendment.

Establish public tree removal tracking protocol (Obj 4.1)

A low-effort action that can be completed by staff creates a baseline record. This allows annual net public tree gain or loss to be reported.

Set up GIS for urban forestry (Obj 1.3)

GIS tracking system and data layers should be set ahead of inventory completion for easy data upload. This allows planting records and work orders to be tracked.

2 Years 1-2 | Enabling Actions

Begin within Year 1 once Phase 1 actions are underway

Once the coordinator is designated and inventory procurement is underway, the following actions can move forward across multiple goals. None of these actions require the inventory to be completed. It should be noted that this phase is more heavy with priority actions than other phases.

Update mitigation fee schedule (Obj 2.4)

The fee schedule determines how much revenue flows to the LTF. Updating the fees per Chapter 7 Section 3 recommendations and bringing them to Council by Year 2 completes the funding strategy that started with the expenditure policy adoption in Phase 1.

Develop staffing plan (Obj 1.5)

With the coordinator designated in Phase 1, the next step is a staffing plan with options to move toward the 5.25 FTE benchmark through new hires, reassignment, or contractor support. Recommendations are presented to the City Manager by end of Year 1 to inform budget cycles.

Launch urban forestry web page and public reporting mechanism (Obj 6.3)

With low cost and high visibility, this action targeted for Year 1 reflects commitment to public transparency and access. It also activates the citizen reporting infrastructure before the inventory is complete.

Begin County and FDOT coordination (Obj 3.4)

Identify County-managed parks and FDOT corridors within City limits where canopy enhancement is possible, and begin coordination meetings with Brevard County Parks and FDOT by Year 2. An interlocal agreement or MOU with Brevard County should be pursued by Year 3.

Establish volunteer engagement baseline and calendar (Obj 6.1)

Document existing volunteer relationships in Year 1 and coordinate the annual engagement calendar with the Tree Team in Years 1-2. The Adopt-a-Tree program design follows in Year 2.

Initiate review of priority code and standards updates (Obj 4.2)

Administrative updates to Technical Design Standards (construction protection enforcement and penalties, inspection requirements, establishment bonding) can move first and should not need Council adoption. Concurrently, Years 1-2 focus on evaluating priority ordinance recommendations per Chapter 7 Section 3, including soil volumes, penalties, and stormwater integration, with City Attorney review. Ordinance revisions can come before Council in Years 2-4.

Develop urban forestry storm plan (Obj 2.5)

Given Florida's storm exposure and the lack of current urban forestry storm response protocol, this should be initiated in Year 1, alongside outreach to Florida Power & Light (FPL) to establish a contact for vegetation management coordination.

3 Years 2-3 | Tree Inventory Dependent Actions

Start as soon as inventory findings are available (approximately Year 2)

Several of the most important actions cannot start until the tree inventory is complete and the City has the information. Actions in Years 1-2 will help align staff and consultant capacity so these actions can begin immediately after the inventory is completed.

Develop scheduled maintenance cycle (Obj 2.2)

A maintenance cycle requires knowing what trees exist, their condition, and their risk level to develop a schedule. Upon inventory completion, the schedule should be prioritized by condition and risk and identify staff and contractor capacity needed. Implementation should begin by Year 3.

Start tree risk inspection program (Obj 1.4)

Protocols and staff training can begin in Year 1-2, but the inspection program starts upon inventory completion. Trees assigned Monitor status in the inventory must be inspected, and high and extreme risk trees must be mitigated within 30 days.

Develop neighborhood planting plans (Obj 3.3)

Plans for the highest-priority low-canopy census blocks should employ the 3-30-300 analysis and heat data from the TCA. Annual planting targets (Obj 3.2) are set in Year 2 once the inventory locates available planting sites.

Launch residential tree assistance program pilot (Obj 6.2)

This requires the LTF policy update and a finalized program design before it can launch. A realistic pilot target is between Years 2-3, aligning with neighborhood planting plans, and funded by the LTF.

Assess species composition and apply diversity standards (Obj 5.2)

Once inventory is complete, assess current species composition and develop diversity thresholds to apply to future planting plans and specifications.

4 Years 3-5 | Ongoing & Long-Term Actions

Continue from Year 3 through end of plan cycle

By Year 3, the foundational program infrastructure should be established, with the program shifting from setup to ongoing operations. At this time, the focus is on implementation quality, tracking, and adaptive management.

Run scheduled maintenance cycle (Obj 2.2)

With the schedule developed in Phase 3, full implementation starts in Year 3. Track the proactive vs. reactive ratio annually, aiming for 75% proactive by Year 5.

Conduct annual planting program (Obj 3.2)

With priority planting plans in place from Phase 3, carry out consistent annual plantings tracked by funding source and location in GIS. Goal 5 standards for species diversity, natives species, and heat-prioritized planting are applied through this program.

Publish annual Urban Forestry Progress Report (Obj 6.4)

The reporting starts in Year 1 and continues every year of the plan. It is presented to TEC and Council and published publicly. It is the accountability mechanism that keeps the program visible, ensuring residents can see what is happening and that the plan and program are being acted upon.

Conduct comprehensive plan review (Year 5)

The review is aligned with the canopy assessment cycle. Staff updates targets based on new information, assesses effectiveness of actions, and sets priorities for the next five-year operational cycle. Major changes to goals or strategic direction require Council approval.

Chapter 7 Section 3

Policy & Ordinance Recommendations

This section uses gaps identified in the ordinance review and the Public Landscape Trust Fund analysis in Chapter 4 to develop policy recommendations. These are recommendations, not mandates; advancing any item will depend on community readiness and stakeholder feedback. All recommendations should go through the City's normal stakeholder review process and be reviewed by the City Attorney prior to implementation.

Ordinance & Code Recommendations

Below summarizes recommendations by type and timeframe, with detailed recommendations following.

Administrative Updates	Priority Ordinance Recommendations	Longer-Term Considerations
▪ Construction protection enforcement with penalties ▪ Pre-construction photo documentation and periodic inspections ▪ Establishment monitoring period for replacement trees, secured by developer bond	▪ Soil volume minimums by tree size ▪ Strengthened soil quality and compaction provisions ▪ Smaller stock planting standards ▪ Expanded canopy credit for stormwater-tree integration ▪ Fee-in-lieu rate update ▪ Unpermitted tree removal penalties	▪ Public tree care ordinance ▪ Phased Native species requirements ▪ Evaluation of required canopy standards for commercial and industrial development ▪ Partial consolidation of tree and landscape code provisions

Administrative Updates

Several construction protection gaps can be addressed by updating the Technical Design Standards instead of amending an ordinance, making those updates a higher priority. City staff should confirm the correct adoption mechanism (administrative policy, technical manual update, or ordinance amendment).

- Add an enforcement mechanism for tree protection during construction, including specified monetary or operational penalties (e.g., first a written warning followed by a $100 fine per tree with stop-work authority) for barricade removal or tree damage.
- Require pre-construction photo documentation, periodic inspections, and reports submitted to the City by a qualified arborist retained by the developer.
- Add a 1 to 2-year establishment monitoring requirement for replacement trees, secured by a developer-posted bond released upon survival verification.

Priority Ordinance Recommendations

These suggestions address gaps closely linked to community priorities, including stormwater management, shade, and wildlife. These are likely to require Council adoption and a thorough review by the City Attorney.

- **Soil volume minimums:** establish requirements beyond the current 200-square-foot requirement, such as 1,200 cubic feet for large canopy trees, 800 cubic feet for medium trees, and 350 cubic feet for small trees. Literature on soil volumes continues to evolve, and the City should adjust these as conditions and best practices dictate, with separate volumes for palms.
- **Soil quality and disturbance:** strengthen existing soil quality requirements to limit disturbance and compaction in planting areas. Industry guidance is not fully standardized, so provisions should be written to allow adjustment as practice matures.

- **Planting standards:** shift planting requirements away from large-caliper trees toward smaller stock with soil conditions that support healthy growth. Research shows that smaller trees, planted with adequate soil volume and quality, establish faster and reach maturity more reliably than large-caliper trees (Gilman, 2020).
- **Stormwater and tree integration:** Explore incentive options for tree planting as a stormwater tool, considering current Low Impact Development incentives. Expanded or new incentives address the community survey's top tree benefit of reducing stormwater and runoff.
- **Fee-in-lieu rate:** update the $75-$100 per DBH inch mitigation rate (Resolution 30-2001, ~25 years old) to reflect current planting and establishment costs, and codify a mechanism to keep the rate current. Related Trust Fund policy updates are addressed later in this section.
- **Unpermitted tree removal penalties:** Evaluate and establish enforcement mechanisms for penalties for trees removed without a permit, such as fines and mitigation. Consult the City Attorney on penalty structure.

Soil volume and quality are the building blocks to growing healthy trees – without them, new trees cannot reach the mature size required to provide the shade and stormwater benefits residents prioritized through community engagement.

Longer-Term Considerations

The longer-term recommendations will benefit from wider stakeholder engagement and policy discussions to determine feasibility, desired language, and community preferences.

- **Public tree management standards:** develop planting, maintenance, pruning, and removal protocols for trees in City-owned rights-of-way and on City property, codified through a public tree care ordinance. This addresses a notable gap identified by stakeholders; numerous ordinances, including one from the Arbor Day Foundation, can serve as a starting point.
- **Native species in new development:** evaluate a phased approach to native requirements, starting with incentives (e.g., reduced mitigation fees for native plantings) before making a requirement. This recognizes state regulatory constraints and the effects of a changing climate on species suitability, while supporting wildlife, pollinator, and biodiversity goals.
- **Commercial and industrial canopy standards:** evaluate making canopy area requirements mandatory for commercial and industrial development.
- **Code consolidation**: tree and landscape requirements are distributed across several sections. Consolidation into a single document may not be practical, but partial consolidation will improve usability, support consistent updates, and reduce enforcement complexity.

Public Landscape Trust Fund Policy

The Trust Fund's current designation for beautification of publicly owned or maintained properties has led community members to note that funds have been directed more toward corridor landscaping than canopy replacement. Since mitigation payments originate from private property tree removal and most of Titusville's land is privately owned, restricting use to public land limits the City's ability to regrow the tree canopy across neighborhoods.

A Trust Fund expenditure policy should be adopted, either a new resolution or a revision to Resolution 30-2001, to reflect the priority uses shown below. Suggested language changes are in Appendix J.

Underserved & Low-Canopy Neighborhoods

Tree planting in areas identified through the TCA as having low existing canopy coverage.

Street Tree Establishment

Planting and establishment care of street trees in public rights-of-way.

Multi-Year Maintenance

Maintenance funding for newly planted public trees to increase long-term survival.

Private Property Cost-Share Grants

Grants to support tree planting on private property, for priority areas with low canopy.

Adjusting the LTF's focus to urban forestry creates a connection between trees lost and trees planted, and responds to the disconnect residents identified during community engagement.

Incentive Programs for Priority Areas

Citywide canopy growth depends on private property planting, and areas with the lowest canopy are often those with the fewest resources to plant and maintain trees. The following incentive program should be considered in coordination with the Trust Fund policy update.

- **Private property cost-share grant program:** this program would provide free or cost-share tree purchase and install on private property. Requirements may include species selection from an approved native or Florida-friendly list, minimum sizes, proper planting technique, and a property-owner maintenance commitment. The program should target low-canopy neighborhoods in priority areas. Similar programs have been implemented successfully in other Florida municipalities and can serve as a model.
- **Community partnerships:** coordinate tree delivery through the Titusville Tree Team, Garden Club, and Adopt-a-Tree program (Goal 6) to extend reach and reduce per-tree program costs. This also increases local stewardship capacity and connects residents directly to trees planted in their neighborhoods.

Implementation Sequencing

Timelines reflect planning-level guidance, not firm requirements. Administrative updates may not require Council adoption, but policy and ordinance changes will depend on community readiness. The City should assess public support before advancing recommendations through the adoption process.

Timeframe	Actions
Immediate (0-6 months)	Construction protection enforcement, inspection requirements, and establishment bonding through Technical Design Standards updates; Trust Fund expenditure policy adoption
Near-Term (Yr 1-2)	Fee-in-lieu rate update; begin work on priority ordinance recommendations
Long-Term (Yr 2-4)	Public tree care ordinance; commercial/industrial canopy standards; partial code consolidation; launch of private property grant program following LTF policy adoption

8 CHAPTER EIGHT
Monitoring & Adaptive Management Plan

The monitoring and adaptive management plan is the final piece in the City's action plan. It tracks progress toward goals and objectives using key performance indicators (KPIs), providing a structure for when the City needs to make adjustments. For Titusville, there is a distinction between implementation and effectiveness monitoring (Northrop et al., 2022). Two questions guide this evaluation:

- Implementation: Are the actions being completed as planned?
- Effectiveness: Are the actions meeting the plan's intended outcomes?

To allow for plan flexibility and adapt to changes in funding, time, staff, and resources, KPIs are complemented by adaptive management triggers. Where implementation monitoring actions are Needs Attention or Not Started, staff will document the reason and identify a corrective action or revised timeline. Where effectiveness monitoring indicates that KPIs are not helping to reach targets, the City will review and adjust the corresponding objectives, actions, and resource allocations.

This chapter is organized around three reporting functions that form the tracking and accountability system needed for monitoring:

1. **Annual Implementation Monitoring tables** track if actions are being completed on schedule. Staff updates the status of each objective annually. These tables are the primary tool for day-to-day program management.
2. **The 5-year effectiveness monitoring tables** assess whether actions are producing intended outcomes. These are updated every 5 years, optimally aligned with the canopy assessment, which provides the data needed to evaluate canopy-level outcomes.
3. **The 3-30-300 tracking table** tracks progress toward those three thresholds over the 20-year planning horizon. It is updated on the same 5-year cycle as the effectiveness monitoring tables (#2).

The Urban Forestry Progress Report (Appendix G) consolidates findings from the three reporting mechanisms. The Progress Report is the annual public-facing summary document that communicates program performance and upcoming priorities to residents, the TEC, and the City Council. It is based on self-reported monitoring and designed for a general audience rather than program staff.

Chapter 8 Section 1

Monitoring Overview

The section below features a high-level overview of the goals, with their status updated annually by staff. The detailed monitoring tables for each goal are presented in the subsequent sections. Findings will inform adaptive management decisions and be reported annually through the Urban Forestry Progress Report, established in Objective 6.4.

Annual Status Rating

✓ **On Track:** Action completed or going as planned; KPI is being met or within acceptable range.

▲ **Needs Attention:** Action delayed, underfunded, or KPI trending below target; corrective steps identified.

✘ **Not Started:** Action not started within the expected timeframe; reason with revised timeline required.

Goal	Overall Status	Last Reviewed	Notes / Corrective Action
Goal 1: Establish the Program Foundation			
Goal 2: Build a Sustainable Urban Forestry Program			
Goal 3: Expand & Enhance the Tree Canopy			
Goal 4: Protect & Preserve Existing Trees			
Goal 5: Manage the Urban Forest for Environmental Health & Benefits			
Goal 6: Cultivate Community Stewardship, Education, & Equitable Access			

Chapter 8 Section 2

Benchmark Tracking with 3-30-300

In addition to tracking progress towards goals, this plan tracks the City's progress toward the 3-30-300 Rule's three thresholds on a 5-year cycle. As discussed in Chapter 6 Section 2, these thresholds help determine whether urban forest benefits are equitably reaching Titusville residents. Results are reported in the annual Urban Forestry Progress Report and also tie into goal-level monitoring.

Threshold	Baseline	Cycle 1 (Yr 5)	Cycle 2 (Yr 10)	Cycle 3 (Yr 15)	Cycle 4 (Yr 20)	Data Source
3 Trees % of residents seeing 3+ trees from home	93.5% (2025 survey)					Community survey
30% Canopy # of census blocks meeting 30% threshold	16 of 41 (2025 TCA)					Assessment by census block
300m Access % of residents within 300m of green space	45.9% (2025 Survey)					Community survey; GIS spatial analysis

Survey baselines reflect self-reported data from the 2025 community survey.

Chapter 8 Section 3

Goal-Level Monitoring

GOAL 1 Establish the Program Foundation

Implementation Monitoring: Are actions being completed as planned? Review annually.

Obj	KPI	Source	Responsible Party	Status
1.1	Inventory completed by Year 2; number of trees and planting sites recorded; trees assessed on 5-year cycle	GIS database; inventory deliverables	Public Works	
1.2	Coordinator role designated within 6 months; responsibilities and reporting structure documented	HR records; organizational chart	City Manager	
1.3	GIS system usable by Year 2; data layers maintained annually	GIS system audit	GIS	
1.4	Risk program established after inventory completion; percent of trees on scheduled assessment cycle; high risk trees addressed within 30 days	Work order records; risk assessment logs	Public Works	
1.5	Staffing plan developed and presented to City Manager within 1 year	Staff records; meeting notes	Public Works	

Adaptive Management Triggers

- Inventory not started within timeframe → staff to identify barrier (e.g., funding, capacity), ways to overcome, and revised timeline within 30 days
- No staff urban forestry coordination role has been designated within 6 months → bring recommended options to City Manager within 30 days (e.g., new staff, reassignment, consultant)
- Urban forestry GIS data is not being operational or updated regularly → staff to identify gaps and reestablish ownership and responsibility
- Public tree failure causes damage or harm without a formal risk program in place → start risk management program development immediately regardless of timeline
- High risk trees from an inspection cycle have not been mitigated within 30 days → elevate to City manager

Effectiveness Monitoring: Are the outcomes meeting the intention? Review every 5 years.

Obj	KPI	Source	Responsible Party	Status
1.1	Inventory data is current, complete, and actively used to inform planting, maintenance, and risk decisions	GIS database review; staff interview	Public Works GIS	
1.2	Urban forestry coordinator role is staffed, funded, and undertaking documented responsibilities	Position description review; budget records	City Manager	

1.3	GIS system supports urban forestry decision-making	GIS use audit; staff feedback	GIS	
1.4	Tree risk program is reducing reactive removals and documenting risk reduction outcomes	Work order trend analysis; risk assessment records	Public Works	
1.5	Staffing growing toward 5.25 FTE benchmark; recommendations being acted on through budgets	Budget records; HR records	City Manager	

Adaptive Management Triggers

- Effectiveness triggers are to be established after designation of urban forestry coordinator and completion of the tree inventory by the coordinator within 60 days of both being completed.

GOAL 2 Build a Sustainable Urban Forestry Program

Implementation Monitoring: Are actions being completed as planned? Review annually.

Obj	KPI	Source	Responsible Party	Status
2.1	Work order categories established in Year 2; proactive vs. reactive tracked and reported Year 2 on; 25% proactive by Year 2, 75% by Year 5	Work order records	Public Works	
2.2	Maintenance schedule developed by Year 3; percent of scheduled maintenance completed on time reported annually	Work order records; maintenance logs	Public Works	
2.3	BMP guide adopted by Year 3; distributed to City staff and contractors	Staff records; distribution log	Public Works	
2.4	LTF policy adopted by Year 1; mitigation fees updated and submitted to Council by Year 2; annual LTF report published	Council records; Finance records	Community Development	
2.5	Storm plan adopted by Year 3	Plan adoption record	Public Works	

Adaptive Management Triggers

- Proactive maintenance ratio has not reached 25% by Year 2 → staff to identify capacity or funding barriers and bring options to City Manager within 60 days
- Maintenance schedule not developed within 6 months of inventory completion → staff to identify barriers and revised timeline within 30 days
- BMP not adopted by Year 3 → Public Works to identify barriers and bring solutions and revised timeline to City Manager within 30 days
- Mitigation fee revenue collected but not directed to canopy replacement → Finance and Community Development to review LTF expenditures and recommend corrective action to City Manager
- Storm event occurs without a storm plan in place → initiate storm plan development immediately

Effectiveness Monitoring: Are the outcomes meeting the intention? Review every 5 years.

Obj	KPI	Source	Responsible Party	Status
2.1	Proactive maintenance comprises 75% or more of total work orders by Year 5	Work order trend analysis	Public Works	
2.2	Scheduled maintenance cycle being executed; reactive emergency removals decreasing as proportion of total work	Work order analysis; maintenance records	Public Works	
2.3	BMP guide applied consistently; staff and contractor work consistent with ISA/ANSI A300 standards	Field review; contractor audits	Public Works	
2.4	LTF revenues directed to urban forestry priorities; fee-in-lieu rate reflects current planting costs; grant funding secured in 2 of 5 years	LTF annual reports; grant records	Community Development	
2.5	Storm response plan activated and performed as intended following any storm event	After-action review	Public Works	

Adaptive Management Triggers

- LTF policy adopted but funds continue to be directed to non-canopy purposes → bring to Council for clarification or resolution amendment
- Storm occurs but plan does not work as intended → post-storm review and plan updates within 90 days
- Effectiveness triggers for Obj 2.1-2.3 will be refined following the first full year of implementation monitoring data and inventory completion by urban forestry coordinator

GOAL 3 Expand & Enhance the Tree Canopy

Implementation Monitoring: Are actions being completed as planned? Review annually.

Obj	KPI	Source	Responsible Party	Status
3.1	Progress towards 50% canopy tracked; net canopy change reported on 5-year TCA cycle; significant canopy loss events noted; census block canopy tracked and those below 30% flagged	TCA records	Public Works Consultant	
3.2	Planting baseline established by Year 1; annual planting targets set by Year 2; trees planted annually tracked in GIS and by funding source	Planting records; GIS	Public Works Finance	
3.3	Neighborhood planting plans developed for priority areas by Year 3; 3-30-300 analysis incorporated into prioritization	GIS; planting plans	Public Works Community Development	

3.4	Coordination meetings initiated with County and FDOT by Year 2; MOU or agreement pursued by Year 3	Meeting records; agreement status	Community Development	

Adaptive Management Triggers

- Significant canopy loss event identified → staff to quantify loss and develop mitigation response within 60 days
- Annual planting targets not met for 2 consecutive years → staff to identify capacity or funding barrier and bring options to City Manager
- Census block showing net canopy loss at TCA cycle → flag for targeted planting prioritization in next annual planting program
- No coordination contact made with County or FDOT by Year 2 → Community Development to notify City manager and identify way forward within 30 days

Effectiveness Monitoring: Are the outcomes meeting the intention? Review every 5 years.

Obj	KPI	Source	Responsible Party	Status
3.1	Citywide canopy cover increasing from 44.0% baseline towards 50%; no net canopy loss per census block at 5-year review	TCA assessment by census block	Public Works Consultant	
3.2	Annual public tree planting at or over target	Planting records; GIS	Public Works	
3.3	Planting occurring in priority low-canopy areas; number of census blocks meeting 30% threshold stable or increasing	TCA by census block; planting location records	Public Works Consultant	
3.4	At least one coordination agreement with County or FDOT in place; joint plantings have occurred	Agreement records; planting logs	Community Development	

Adaptive Management Triggers

- TCA assessment shows citywide canopy below 44.0% baseline at any 5-year cycle → review planting program, preservation objectives, and mitigation fee adequacy; bring findings to Council within 90 days
- Number of census blocks below 30% canopy threshold has increased at 5-year review → revise planting plan prioritization to concentrate resources in underserved areas.

GOAL 4 Protect & Preserve Existing Trees

Implementation Monitoring: Are actions being completed as planned? Review annually.

Obj	KPI	Source	Responsible Party	Status
4.1	Tracking protocol established by Year 1; public tree removals and replacements documented annually by City and private development loss/gain	GIS; work orders	Public Works Community Development	
4.2	Code updates per Chapter 7 Section 3 timeline; ordinance revisions submitted to Council by Years 2-4; coordination with Obj 2.4 LTF adoption documented	Policy adoption records; Council records; Finance	Community Development	

Adaptive Management Triggers

- Net public tree loss documented in two back-to-back annual reports without offsetting replacement → staff to review planting program and mitigation compliance within 60 days
- Priority ordinance revisions not submitted to Council by Chapter 7 Section 3 timeline → Community Development to bring to City manager with revised timeline

Effectiveness Monitoring: Are the outcomes meeting the intention? Review every 5 years.

Obj	KPI	Source	Responsible Party	Status
4.1	No net loss of public trees on City-managed land; replacement planting occurring following all removals	GIS records	Public Works	
4.2	LTF revenues directed to canopy replacement and urban forestry; code changes applied consistently; tree preservation outcomes in development improving measured through tree retention numbers	LTF annual reports; permit records; enforcement logs	Community Development Finance	

Adaptive Management Triggers

- At 5-year review, net canopy loss on City-managed land continued despite tracking and replacement → escalate to City Manager; evaluate if stronger preservation requirements or increased planting are needed
- Code changes not being consistently applied in permit review, or tree retention not improved after 5 years → review if additional code revisions, enforcement mechanisms, or developer incentives are needed

GOAL 5 Manage the Urban Forest for Environmental Health & Benefits

Implementation Monitoring: Are actions being completed as planned? Review annually.

Obj	KPI	Source	Responsible Party	Status
5.2	Species composition assessed upon inventory completion by Year 2; species composition tracked annually	GIS; planting records	Public Works	
5.3	Native and wildlife value criteria established Year 1; 75% native, 25% wildlife value species tracked in GIS	GIS; planting records	Public Works	
5.4	Heat-priority planting list developed by Year 2; incorporated into planting program by Year 3; trees planted in high heat census blocks tracked annually	GIS; planting records	Public Works	

Adaptive Management Triggers

- Any single tree species exceeding diversity thresholds in City-managed inventory → adjust planting program species selection immediately to rebalance composition
- Native species percentage in City-led plantings falling below 75% target for 2 consecutive years → review species selection criteria and planting program guidance
- No planting activity recorded in priority census blocks by end of Year 3 → review planting prioritization

Effectiveness Monitoring: Are the outcomes meeting the intention? Review every 5 years.

Obj	KPI	Source	Responsible Party	Status
5.1	Stormwater interception, carbon, and air quality benefits increasing relative to 2025 TCA baseline	i-Tree Canopy or comparable analysis	Public Works	
5.2	Diversity report when tree inventory is updated, with species over thresholds reduced in City plantings	GIS inventory analysis	GIS	
5.3	City-led plantings meeting or exceeding 75% native and 25% wildlife value targets	Planting records	Public Works	
5.4	Tree canopy in high heat census blocks increasing relative to 2025 TCA baseline; shade coverage along priority corridors increasing	TCA by census block; planting location records	GIS	

Adaptive Management Triggers

- i-Tree assessment shows stormwater or air quality benefits declined relative to 2025 TCA baseline → review canopy loss, species health, and maintenance program; bring findings to City Manager

- Tree diversity thresholds exceeded in City-managed inventory at 5-year review → review planting program species selection and consider stricter limits on City-led plantings
- Native species planting has not reached 75% target after two years → review species guide, planting criteria, and whether incentive or requirement approach needs adjustment
- High heat census blocks show no canopy improvement at 5-year review despite planting activity → evaluate whether site constraints require design alternatives such as bump-outs or pavement removal

GOAL 6 Cultivate Community Stewardship, Education, & Equitable Access

Implementation Monitoring: Are actions being completed as planned? Review annually.

Obj	KPI	Source	Responsible Party	Status
6.1	Baseline engagement established Year 1; 50 volunteers, organizations, or groups minimum engaged annually by Year 2; events, participants, and hours tracked and reported annually	Event records	Community Development	
6.2	LTF policy enabling residential grants adopted and program designed by Year 2; pilot launched in highest-priority census blocks by Year 3; minimum 50 trees distributed; participants and locations tracked annually	Program records; LTF reports; GIS	Community Development	
6.3	Urban forestry web page and reporting mechanism live by Year 1; awareness campaign launched by Year 2; awareness measured via FlashVote or online poll by Year 3	Website analytics; survey data	Community Development	
6.4	Progress report published annually within 2 months of fiscal year end; presented to TEC and Council; publicly available on City website	Publication records	Community Development	

Adaptive Management Triggers

- 50 volunteer/partner engagement target not met by Year 2 → review outreach strategy and partnership development; bring options to City Manager
- Residential program pilot not launched by Year 3 → identify funding or capacity barrier and bring options to City Manager within 60 days
- Progress report not published within 2 months of fiscal year end → Community Development to identify barriers; Council and TEC notified
- Poll shows public awareness of reporting channels has not improved after 2 years despite outreach → review communication strategy and consider alternative channels

Effectiveness Monitoring: Are the outcomes meeting the intention? Review every 5 years.

Obj	KPI	Source	Responsible Party	Status
6.1	Annual volunteer engagement meeting or exceeding 50 person target; partnerships with community organizations formalized and active	Event records; partnership agreements	Community Development	
6.2	Residential program operating in priority areas; trees distributed and planted; LTF funding canopy replacement on private property; percentage of participants in priority areas tracked	Program records; planting follow-up	Community Development	
6.3	Percentage of residents unable to identify tree reporting channels decreased from 41% baseline; urban forestry web presence active and used	Online poll; website analytics	Community Development	
6.4	Progress report published every year of the plan cycle; community and Council awareness of program performance documented	Publication records; Council minutes	Community Development	

Adaptive Management Triggers

- Volunteer engagement consistently less than 50 people across 5-year review → review partnership strategy, identify issues, and possible program redesign
- At 5-year review, public awareness of reporting channels has not improved despite sustained outreach → reassess communication strategy; consider whether reporting mechanism itself needs redesign
- Residential program reach in priority areas has not increased after 5 years → review program criteria and barriers to determine if program design, funding level, or community trust barriers need to be addressed
- Progress report not consistently published or reaching community/Council audience → review reporting format, distribution channels, and content and adjust as needed

Chapter 8 Section 4

Reporting & Plan Updates

The Urban Forestry Progress Report is prepared at the end of the fiscal year and presented to the TEC and Council. When monitoring notes “Needs Attention” or “Not Started”, or an adaptive management trigger is activated, the responsible staff documents the issue, identifies a corrective action or revised timeline. Issues unable to be resolved at the program level are reported to the City Manager. Actions taken in response to these triggers are summarized in the annual progress report to ensure that the TEC and City Council are informed of adjustments made during the reporting period.

Every five years, aligned with the canopy assessment cycle, staff conduct a comprehensive review of the UFMP to evaluate the relevance of goals and objectives, update targets based on new data, and establish priorities for the next five years. Any major changes to the plan’s goals or strategic direction require Council approval, while routine updates to timelines, implementation actions, and monitoring targets may be made administratively. With each review cycle, the City renews its commitment to a thriving urban forest that reflects the values and priorities of the community it serves.

9 CHAPTER NINE Appendices

Appendix A – References

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Appendix B – Glossary of Terms

BMP: Best Management Practices – accepted industry standards and methods used to achieve effective outcomes.

ISA: International Society of Arboriculture – global organization that sets professional standards and certification for arborists

LTF: Landscape Trust Fund – dedicated funding source used to support landscape, tree, and environmental initiatives

TCA: Tree Canopy Assessment – analysis that measures the extent and distribution of tree canopy cover.

TEC: Titusville Environmental Commission – local advisory body focused on environmental stewardship and policy in Titusville.

UFMP: Urban Forest Management Plan – long-term strategic document guiding the care, maintenance, and expansion of a community's urban trees.

Appendix C – Urban Forest Community Engagement Results

The City of Titusville and Eocene Environmental Group conducted community engagement for the Urban Forest Management Plan through multiple methods to gather diverse input and ensure broad participation. This included an in-person vision-building workshop, a community-wide survey, and a public vote on the vision statement to capture values, priorities, and perspectives on Titusville's urban forest.

Highlights:

- Vision-building workshop held on November 10, 2025, with community members and City staff
- Three community-generated vision statements developed through small-group collaboration
- Community-wide survey distributed October-November 2025, receiving 77 responses
- Strong consensus on functional environmental benefits (stormwater management, shade, wildlife habitat), tree preservation, need for more trees, and better maintenance of existing City trees
- FlashVote in January received 242 responses using a shortened version of the survey, consisting of 5 questions

Vision Event

Date: November 10, 2025 **Time:** 5:00-7:00 PM

Location: Council Chambers at City Hall, 555 South Washington Avenue, Titusville, FL

Attendees

- Community members and residents
- City staff
- City Council members
- Titusville Environmental Commission (TEC) members
- Tree Team members
- Eocene Environmental Group consulting team

Eocene Team Present

- Liz Lingo, Project Manager and Consultant
- Cassidy Behnke, Inventory Arborist
- Paola Nansel, Assistant Urban Forestry Consultant

City Staff Present

- Lily Galleo, Sustainability Coordinator
- Brad Parrish, Community Development Director
- Jacob Begley, Development Services Arborist

Structure & Activities

The event began with an informal meet-and-greet to allow participants to interact with each other, City staff, and Eocene team members before the workshop. After a short recap of canopy cover findings thus far and a summary of the City's 20+ year journey, participants divided into three groups of approximately 5 people and a facilitator.

Group discussion focused on the values and priorities participants considered most important for the urban forest. They also discussed "What makes Titusville special?". Through collaborative discussion, groups developed and refined a vision statement to reflect community priorities for Titusville's future urban forest.

The three vision statements developed were:

1. 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.
2. 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.
3. To preserve, conserve, enhance and restore Titusville's natural canopy and thoughtfully design a native urban forest that promotes the City's heat reduction, flood management, and improved air quality goals along with maximizing environmental benefits.

Community Vision Vote

The vision statements developed at the Vision Event on November 10, 2025, were posted on the City's website and on social media for public voting. With 104 public votes, vision statement #2 was ultimately selected. The vision will be the City's guiding light for every supporting strategy, objective, and action in the UFMP.

Vision Statement

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.	31%
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.	36%
To preserve, conserve, enhance and restore Titusville's natural canopy and thoughtfully design a native urban forest that promotes the City's heat reduction, flood management, and improved air quality goals along with maximizing environmental benefits.	34%

Community Survey

Distribution Period: October-November 2025

Total Responses: 77

Distribution Channels:

- City website and social media
- In-person at city buildings and civic centers
- Tabling events (3)

Survey Purpose: To gather community input on values, priorities, and likes and dislikes of trees in Titusville to inform the UFMP.

Demographics

Age Distribution *(Select one, N=73)*

Under 25	1.4%
25-34	4.1%
35-44	17.8%
45-54	16.4%
55-64	20.6%
65+	39.7%

Housing Type *(Select one, N=75)*

Single-family home	81.3%
Condo	6.7%
Townhouse/duplex	5.3%
Apartment	2.7%

Mobile	4.0%

Identity *(Select all, N=78)*

White/Caucasian	84.6%
Prefer Not to Say	5.1%
Native Hawaiian/Pacific Islander	2.6%
Asian	2.6%
Hispanic	2.6%
African American/Black	1.3%
American Indigenous	1.3%

Education *(Select one, N=69)*

High School Diploma or Equivalent	4.3%
Some College	29.0%
Associate Degree	10.1%
Bachelor Degree	24.6%
Graduate Degree	31.9%

Key Findings

Survey respondents were predominantly older (76.7% aged 45+, 39.7% aged 65+) and more educated (56.5% with bachelor's or graduate degrees) than Titusville's general population. This indicates strong engagement from established, long-term residents, but potential underrepresentation of younger families and working-age adults. The overwhelming majority live in single-family homes (81.3%) and identify as White/Caucasian (84.6%). There was lower engagement in higher-density housing and among those with diverse identities.

Tree Importance & Values

Having trees in my community or neighborhood is _____. *(Select one, N=75)*

Extremely Important	81.3%
Very Important	10.7%
Moderately Important	5.3%
Somewhat Important	1.3%
Not Important	1.3%

What are the top benefits you associate with trees? *(Open-ended up to three, N=208)*

Shade	20.7%
Wildlife	17.8%
Cooling	13.9%
Aesthetic	12.0%
Air Quality	11.5%
Flooding Control	7.2%
Stress Relief	3.4%
Erosion Control	2.9%
Nature	1.4%
Noise Reduction	1.4%
Wind Barrier	1.4%
Health	1.0%
Quality of Life	1.0%
Social	1.0%
Water Quality	1.0%
Comfort	0.5%

Food	0.5%
Identity	0.5%
Increased Property Value	0.5%
Water Runoff	0.5%

Rank the following tree benefits in order of importance to you. (1=most important) *(N=76)*

Top Rankings (weighted by #1 votes and average ranking):

1. Reduce Stormwater And Runoff (Avg: 2.38) - 80.3% ranked in top 3
2. Provide Shade (Avg: 2.53) - 81.6% ranked in top 3
3. Support Wildlife And Pollinators (Avg: 2.83) - 75.0% ranked in top 3

Moderate Priorities:

- Improve Mental and Physical Health (Avg. 4.96)
- Planting Wind/Storm Resistant Trees (Avg. 5.97)
- Create Sense of Community (Avg. 6.74)
- Plant Trees to Improve Community Resiliency (Avg: 6.86)

Lower Priorities:

- Aesthetics (Avg: 7.71)
- Enhance Tourism (Avg: 7.61)
- Increase Property Values (Avg: 7.42)

Key Findings

The overwhelming majority of people (92%) stated that having trees in their neighborhood or community was “extremely” or “very” important. Survey respondents prioritized functional and environmental tree benefits (shade, wildlife, cooling) over aesthetics and economic benefits (property value, tourism). Responses to questions emphasized valuing trees for climate, ecological, and quality-of-life benefits over financial returns.

Canopy & Greenspace

Compared to most other neighborhoods in the City of Titusville, my neighborhood has _____ trees. *(Select one, N=77)*

More	31.2%
Same Amount	29.9%
Fewer	28.6%
I Don't Know	10.4%

Since moving to my neighborhood, the tree cover/shade has _____. *(Select one, N=77)*

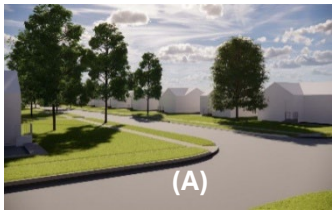
Decreased	44.7%
Stayed the Same	39.5%
Increased	15.8%

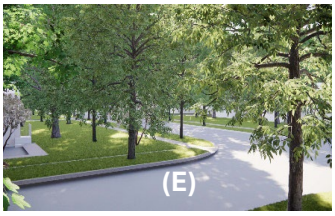
When I look out of the windows of my home, I see _____. *(Select one, N=77)*

Forest/Wooded Environment (12+)	39.0%
Several Trees (3-7)	29.9%
Many Trees (8-11)	24.7%
A Few Trees (1-2)	6.5%
No Trees	0.0%

Which image (letter) best represents the tree cover/shade in your neighborhood? *(Select one, N=77)*

A	35.1%
B	22.1%
C	20.8%
D	9.1%
E	10.4%
F	2.6%



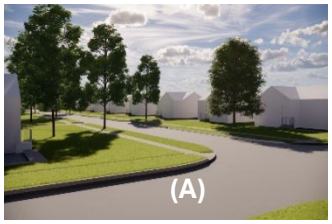


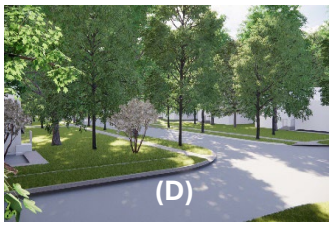
My neighborhood doesn't have trees.

(F)

Which image (letter) would you prefer your neighborhood to look like? *(Select one, N=77)*

A	3.9%
B	3.9%
C	19.5%
D	22.1%
E	48.1%
F	2.6%





My ideal neighborhood doesn't have trees.

(F)

Are you able to walk from your home to the nearest park, green space, or natural area in less than five minutes? *(Select one, N=74)*

No	50.0%
Yes	45.9%
Unsure	4.1%

How frequently do you visit your nearest park, green space, or natural area? *(Select one, N=76)*

Weekly	42.1%
Several Times a Year	23.7%
Daily	14.5%
Monthly	13.2%
Never	3.9%
Once a Year	2.6%

Key Findings

Every respondent could see at least one tree from the window of their home, with almost 64% seeing many trees or a forested environment. Over 55% of them also thought that canopy cover has stayed the same or increased since they've moved into the neighborhood. Access to green spaces is mixed, with less than 46% of respondents able to walk to a park within 5 minutes. However, almost 57% visit that greenspace or park daily or weekly, demonstrating high demand for improved access to park areas. Of all survey takers, only 2.6% stated that their ideal neighborhood had no trees, while the most

commonly selected canopy cover was the highest level (letter E). However, the majority (54.2%) lived in neighborhoods with lower canopy cover (letters A and B). This shows that despite living in areas without a robust tree canopy, there is a strong desire for well-treed neighborhoods.

Tree Concerns & Drawbacks

What are the drawbacks of trees in your community or neighborhood? *(Open-ended up to three, N=72)*

None	25.0%
Debris	22.2%
Maintenance	16.7%
Hazard	12.5%
Hardscape Damage/Accessibility	12.5%
Cost	4.2%
Invasive Species	2.8%
Visual Obstruction	2.8%
Species Too Large for Site	1.4%

Have you ever had a negative experience with a tree? *(Select all, N=96)*

No	44.8%
Costly Maintenance or Removal	20.8%
Property Damage	14.6%
Other	7.3%
Issue Obtaining Insurance	6.3%
Causing Injury	3.1%
Preventing Property Development	3.1%

How concerned are you about trees in your neighborhood during extreme weather events (e.g., hurricanes, flooding)? *(Select one, N=75)*

Very Concerned	5.3%
Slightly Concerned	36.0%
Not Concerned	20.0%
Moderately Concerned	32.0%
Extremely Concerned	6.7%

Which of the following climate-related tree issues are you most concerned about in Titusville? *(Select all, N=209)*

Extreme Heat In Areas Without Shade	26.8%
Tree Removal/Death Due to Development	25.8%
Flooding in Areas Without Trees	23.4%
Not Enough Trees to Improve Water Quality	20.1%
Trees Falling in Weather Events	15.8%
Tree Death Due to Hotter/Drier Conditions	11.0%
Other	2.4%
None	1.4%

Key Findings

Although survey respondents strongly supported trees, they also expressed practical concerns about maintenance, debris, and property damage. Notably, many respondents have not had a negative experience with trees (about 45%), and 25% saw no drawbacks to trees in their community. Storm-related concerns were moderate, with 68% having slight or moderate concerns about trees during storms. Climate-related concerns centered on heat and shade, tree loss due to development, and water quality and flooding.

Tree Management

The public trees on my street are _____. *(Select one, N=76)*

No Trees On My Street	40.8%
Adequately Cared For	30.3%
Not Well Cared For	23.7%
Well Cared For	5.3%

What, if anything, could be improved about the City of Titusville's public trees? *(Open-ended, N=86)*

More Trees	27.9%
Better Maintenance	18.6%
More Native Trees	14.0%
Tree Preservation	11.6%
Better Tree Selection	7.0%
Better Placement	4.7%
Debris Removal	4.7%
More Investment	3.5%
More Green Spaces	1.2%
Wildlife Preservation	1.2%
More Tree Removals	1.2%
No Trees On Boulevards	1.2%
More Fruit Trees	1.2%
Natural Areas Restoration	1.2%
No Pesticide Use	1.2%

Which of the following would you like to see in your park or street? *(Select all, N=275)*

Shade Trees	21.8%
Native Plants/Trees	21.8%
Flowering Trees	13.5%
More Variety Of Trees	12.0%
Edible Fruit/Nut Trees	11.3%
Flower Beds	7.6%
Shrubs	5.8%
Grass Lawns	3.6%
More Uniformity of Trees	2.5%

Which of the following would be your first choice of where there should be trees planted? *(Select one, N=75)*

Street and Sidewalks	46.7%
Commercial/Industrial	14.7%
Parks	14.7%
People's Yards	8.0%
Waterway/Shoreline	6.7%
Other	4.0%
Natural Areas	4.0%
Downtown	1.3%

What is your opinion on tree preservation in the City of Titusville? *(Select one, N=75)*

Preserve as Many as Possible	65.3%
Replace Trees When Removed	25.3%
All Individuals to Remove Trees as They Wish	5.3%
Preserve Only Large/Unique Trees	2.7%

Other	1.3%

Key Findings

Overall, there is a strong preference for the City to have more trees and provide better maintenance for existing trees. Maintenance of existing public trees was mixed: 23.7% reported that their street trees were not well cared for, 35.6% felt that trees were adequately or well cared for, and 40.8% reported having no street trees. Most respondents wanted shade trees and native plants, with the top planting location being along the streets and sidewalks. The survey showed overwhelming support (over 90%) for tree preservation and replacement, compared with only 5.3% of respondents expressing no support.

Engagement

Would you plant trees on your property if offered a financial incentive? *(Select one, N=77)*

Yes	75.3%
Need More Information	10.4%
Not Applicable	7.8%
No	6.5%

If a public tree near your property needed maintenance (e.g., pruning, removal), would you know how to report it to the City? *(Select one, N=73)*

No	41.1%
Yes	41.1%
Unsure	17.8%

How would you like to receive information about the City's urban forest programs and tree care? *(Select all, N=101)*

E-mail	34.7%
Facebook	19.8%
Website	18.8%
Text Message	12.9%
Meetings	5.9%
Newspaper	4.0%
No Contact	3.0%
Other	1.0%

Key Findings

There is a willingness to participate in urban forestry at the community level: over 75% are willing to plant a tree with financial incentives, and only 3% are uninterested in receiving urban forestry information. However, approximately 41% of the respondents do not know how to report a public tree issue to the City. Digital communication was highly preferred, with email, Facebook, and the City's website representing 73.3%. This suggests that expanding the City's urban forestry programs will require greater public education focused on digital engagement to connect interested residents. The high interest, coupled with low awareness, shows the community's potential to connect with its urban forest if barriers are removed.

FlashVote

Distribution Period: January 2026

Total Responses: 242

Distribution Channels: FlashVote

FlashVote Purpose: To supplement existing community survey responses by reaching additional members of the Titusville community. Feedback will inform UFMP goals and areas of focus.

What do you think of the current amount of trees and shade in public areas of Titusville such as streets, parks, and sidewalks? *(Select one; n=242)*

Would Prefer a Lot More	40.5%
Would Prefer a Little More	34.3%
Seems Fine	20.2%
Would Prefer a Lot Less	2.1%
Not Sure	2.1%
Would Prefer a Little Less	0.8%

Where would you most like to see additional trees planted on public property in Titusville, if anywhere? *(Select up to 3; n=224)*

Parks	49.9%
Downtown & Commercial Areas	49.9%
Along Trails & Bike Paths	39.3%
Major Roadways	37.5%
Residential Neighborhoods	37.5%
Don't See Need For More	15.2%
Other	8.0%

Which potential benefits from street trees are most important to you, if any? *(Select up to four; n=223)*

Providing Shade	73.1%
Absorbing/Reducing Heat	67.7%
Improving Air Quality	57.0%
Making Streets Look Nicer	46.6%
Supporting Wildlife	45.3%
Absorbing Floodwater	39.5%
Improving Water Quality	16.1%
Other	4.5%

Would you support or oppose using City funds to expand tree planting, maintenance and replacement in public spaces? *(Select one; n= 232)*

Strongly Support (5)	43.1%
Somewhat Support (4)	25.9%
Neutral (3)	14.7%
Somewhat Oppose (2)	5.6%
Strongly Oppose (1)	5.6%
Not Sure	2.2%

Any other comments or suggestions about trees in Titusville? *(Open-ended; n=73)*

Sentiment Towards Trees	
Supportive/Positive	50.0%
Neutral/Mixed	22.2%
Negative/Critical	27.8%

Themes from Comments	
Species Selection & Maintenance	26.0%
Infrastructure Priorities	24.7%
Responsible Development	16.4%
Strategic Planning	15.1%
Sidewalks & Accessibility	11.0%

Key Findings

In total, over 74% of respondents wanted more trees in public spaces (40.5% “a lot more”, 34.3% “a little more”). A majority also supports using City funds for tree planting and maintenance (43.1% strongly, 25.9% somewhat). The highest priorities were shade (73.1%), heat absorption and reduction (67.8%), and air quality (57.0%). The top locations that respondents wanted to see planted with new trees were parks and downtown and commercial areas (tied at 49.1%).

Overall, the FlashVote responses indicated strong support for urban forest expansion, emphasizing strategic planting, selection of native species, and proper maintenance. The responses demonstrated that the community wants trees, but wants them done right – equitable, right tree, right place, and developer accountability. While approximately 28% of responses to the open-ended question expressed negative or critical thoughts about Titusville’s trees, those comments were not necessarily anti-tree but rather called for the City to focus on other priorities. The City was criticized for not addressing infrastructure issues (roads, water, sewer), and those respondents saw trees as competing with infrastructure for funding rather than as part of the solution.

Appendix D – Tree Canopy Assessment & Land Cover Classifications

Table D-1. Titusville citywide land cover classification for 2010 and 2023.

Titusville 2010 Total Area Land Classification					
Land Cover Type	Land Cover (%)	Standard Error (%)	Confidence Interval (95%) ±	Lower	Upper
Tree Canopy	50.2	1.58	3.1	47.1	53.3
Grass & Herbaceous	24.9	1.37	2.7	22.2	27.6
Impervious Surface	19.5	1.25	2.5	17.0	22.0
Bare Soil	2.6	0.50	1.0	1.6	3.6
Water	2.4	0.48	0.9	1.5	3.3
Shrub	0.4	0.20	0.4	0.0	0.8
Titusville 2023 Total Area Land Classification					
Land Cover Type	Land Cover (%)	Standard Error (%)	Confidence Interval (95%) ±	Lower	Upper
Tree Canopy	44.0	0.64	1.3	42.7	45.3
Grass & Herbaceous	26.0	0.57	1.1	24.9	27.1
Impervious Surface	20.5	0.52	1.0	19.5	21.5
Shrub	3.9	0.25	0.5	3.4	4.4
Bare Soil	3.3	0.23	0.4	2.9	3.7
Water	2.4	0.20	0.4	2.0	2.8

Table D-2. Titusville accuracy assessment for land cover classification.

Titusville 2023 Entire Area User and Producer Outcome: Quality Control Outcome							
	User						
Land Cover Type	Bare Soil	Grass & Herbaceous	Impervious Surface	Tree Canopy	Water	Grand Total	Producer Accuracy
Bare Soil	8	3	2			**13**	61.5
Grass & Herbaceous	1	137	1	15		**154**	89.0
Impervious Surface		5	92	1		**98**	93.9
Tree Canopy	1	9	1	227		**238**	95.4
Water		2			95	**97**	97.9
Grand Total	**10**	**156**	**96**	**243**	**95**		
User Accuracy	80.0	87.8	95.8	93.4	100.0		

Table D-3. 2023 canopy cover by study area in Titusville.

Study Area	Canopy Cover (%)
1	26.3
2	28.1
3	27.8
4	34.4
5	36.8
6	17.8
7	25.4
8	51.9
9	52.6
10	22.1
11	25.0
12	12.5
13	16.2
14	40.0
15	27.6
16	31.9
17	47.5
18	23.5
19	57.9
20	31.2
21	35.3
22	49.3
23	62.3

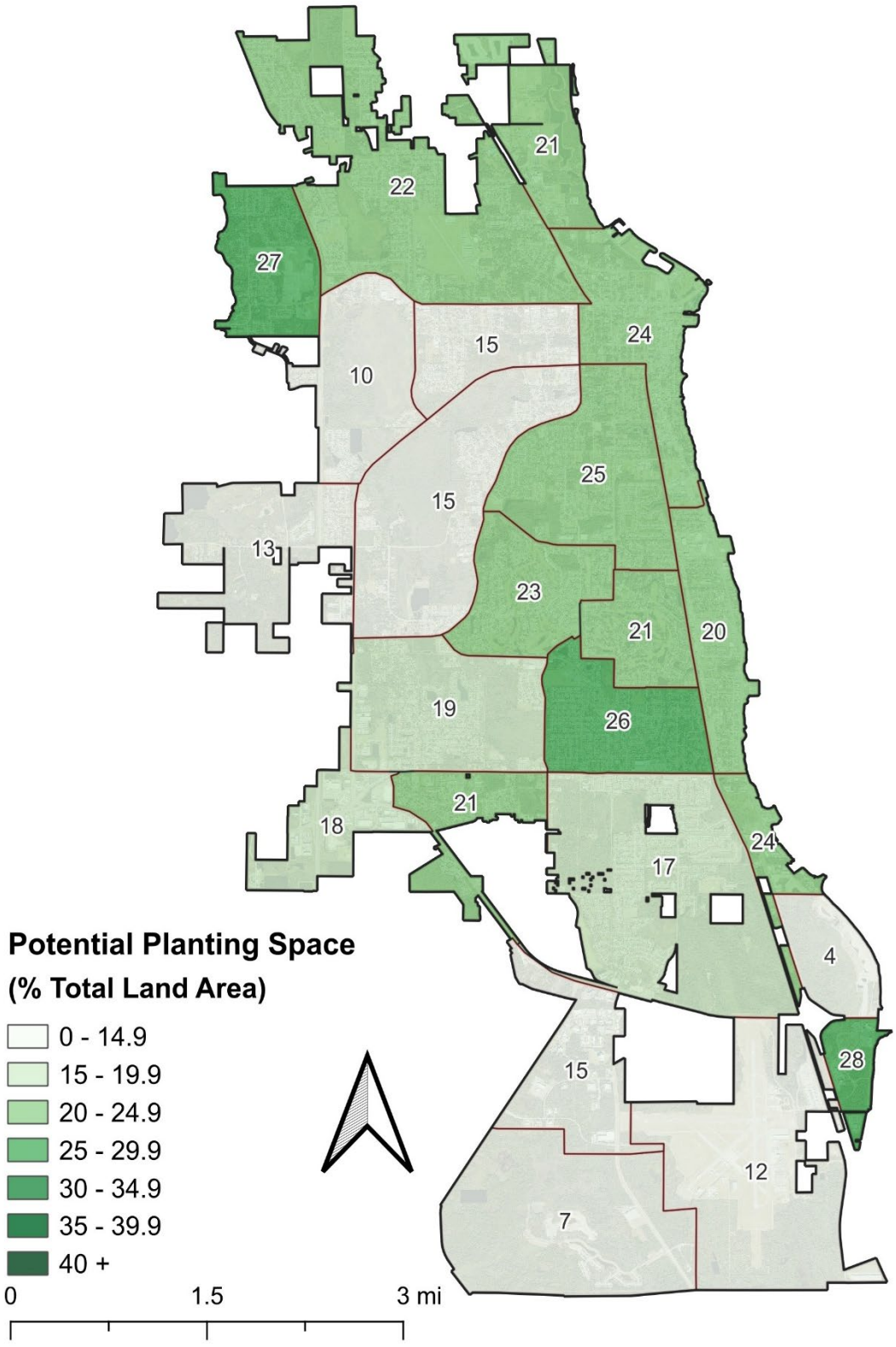
Table D-4. 2023 canopy cover by census block in Titusville.

FIPS Code/GEOID	Canopy Cover (%)
120090602021	42.4
120090602022	25.8
120090603012	40.0
120090603021	34.9
120090603022	13.0
120090603023	12.7
120090604001	33.3
120090604002	27.1
120090604003	43.0
120090604004	34.5
120090604005	29.8
120090605001	34.0
120090605002	14.9
120090605003	26.7
120090606001	28.5
120090606002	53.6
120090606003	25.7
120090607001	17.2
120090607002	24.5
120090607003	23.8
120090610011	26.2
120090610012	22.9
120090610013	19.8
120090610021	13.6
120090610022	13.8
120090610023	17.1
120090611001	19.5
120090611002	24.3
120090611003	41.9
120090611004	37.3
120090612011	28.5
120090612012	47.1
120090612013	25.8
120090612014	52.2
120090612021	31.7
120090612023	47.4
120090711001	67.9
120090711002	39.3
120090714011	11.9
120090714012	12.1
120090714021	13.3

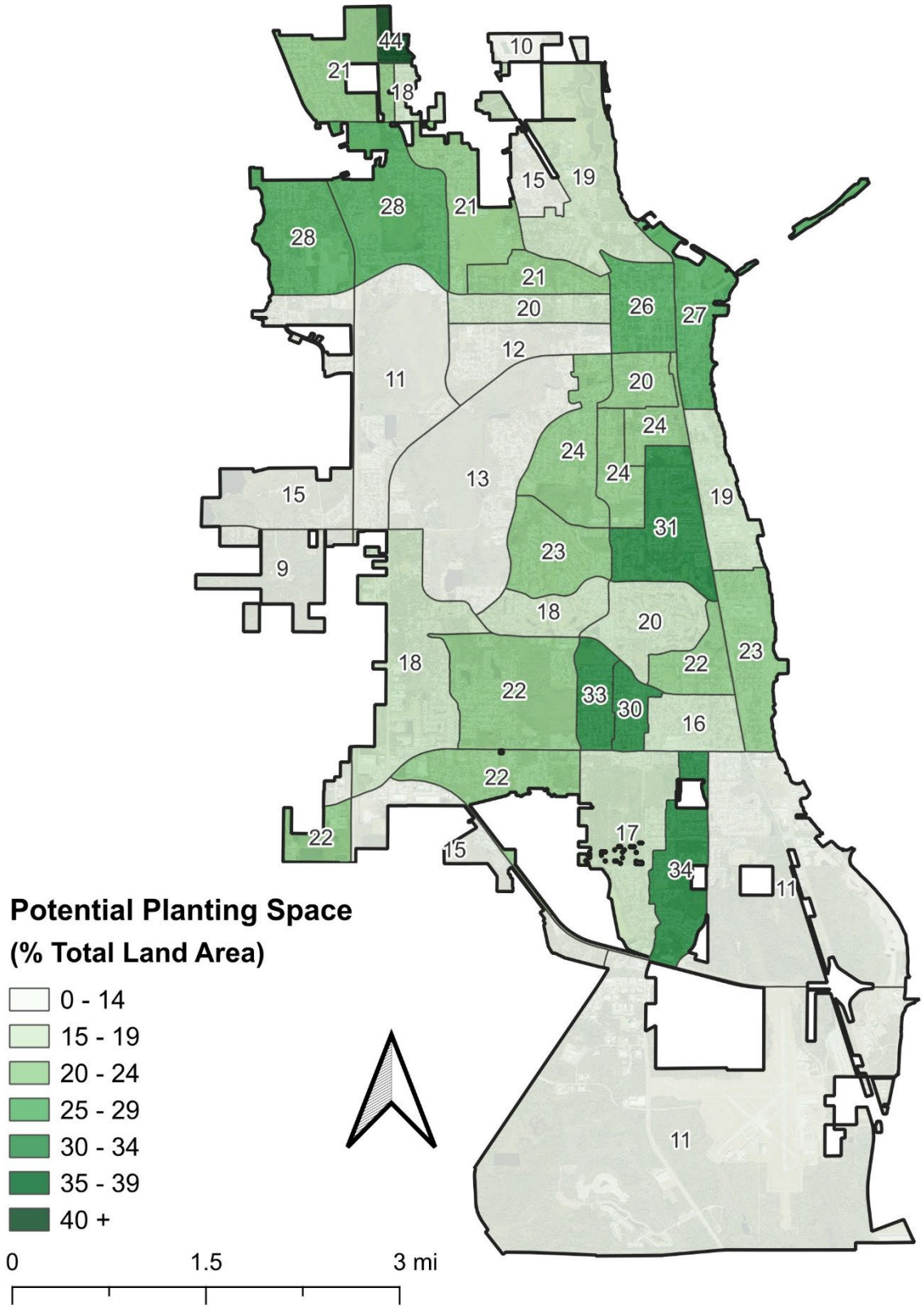
Table D-5. 2023 canopy cover by stormwater basin in Titusville.

GridID	Basin Name	Canopy Cover (%)
47115	Addison Canal Basin	44.0
44726	Brevard Basin	20.3
44106	Broad Street Basin	11.2
42568	Chain of Lakes Basin	23.9
42568	Coleman Basin	43.1
44195	Commons Basin	6.8
42568	Coranada Basin	8.8
43577	Garden Street Basin	11.1
44818	Grace Basin	15.5
43869	Harbor Pointe Basin	10.1
45405	Harrison-Washington Basin	5.7
45818	Hopkins Road Basin	2.9
48193	Horizon	22.7
44818	Indian River Basin	36.0
46642	Kennedy Point Park Basin	7.7
46345	Knox McRae Basin	13.6
45763	La Paloma Basin	20.8
44022	Main Street Basin	31.3
43507	Marina B Basin	9.1
43492	Marina Basin	27.3
45304	Miracle City Basin	7.3
46501	Mount Vernon Basin	9.6
46128	Oleander Basin	15.2
42265	Parrish Basin	22.7
45405	Pelican Point Basin	2.5
49389	Ponce De Leon Basin	62.1
46879	Riveredge Basin	3.0
49389	Riveredge-Horizon Basin	44.4
44827	Riverside Basin	19.1
44270	Riverview basin	7.1
49389	Royal Palm Basin	9.2
45304	S. Washington East Basin	4.8
51308	Sand Point Park Basin	12.5
45263	Somerset Riverfront Basin	12.5
46642	South Marine Basin	26.0
44270	South Street Basin	19.1
46501	SR 50 Basin	13.2
45263	ST Teresa Basin	26.6
43750	St. Johns Basin	37.8
44783	Sycamore Basin	24.0
45216	Titusville High School 2 Basin	21.1
45356	Titusville High School Basin	16.8
42263	Unnamed SJ Basin	50.0
42269	Unnamed SJ Basin	45.2
47115	Unnamed SJ Basin	43.2
46660	Unnamed SJ Basin	38.8
42263	Unnamed SJ Basin	37.8
45460	Unnamed SJ Basin	34.8
42263	Unnamed SJ Basin	34.3
42805	Unnamed SJ Basin	34.3
46660	Unnamed SJ Basin	27.4
48193	Vectorspace-Columbia Basin	4.2
53268	Washington Basin	4.3
46646	Washington-Cheney Basin	18.7
43689	Washington-Marina Basin	17.5

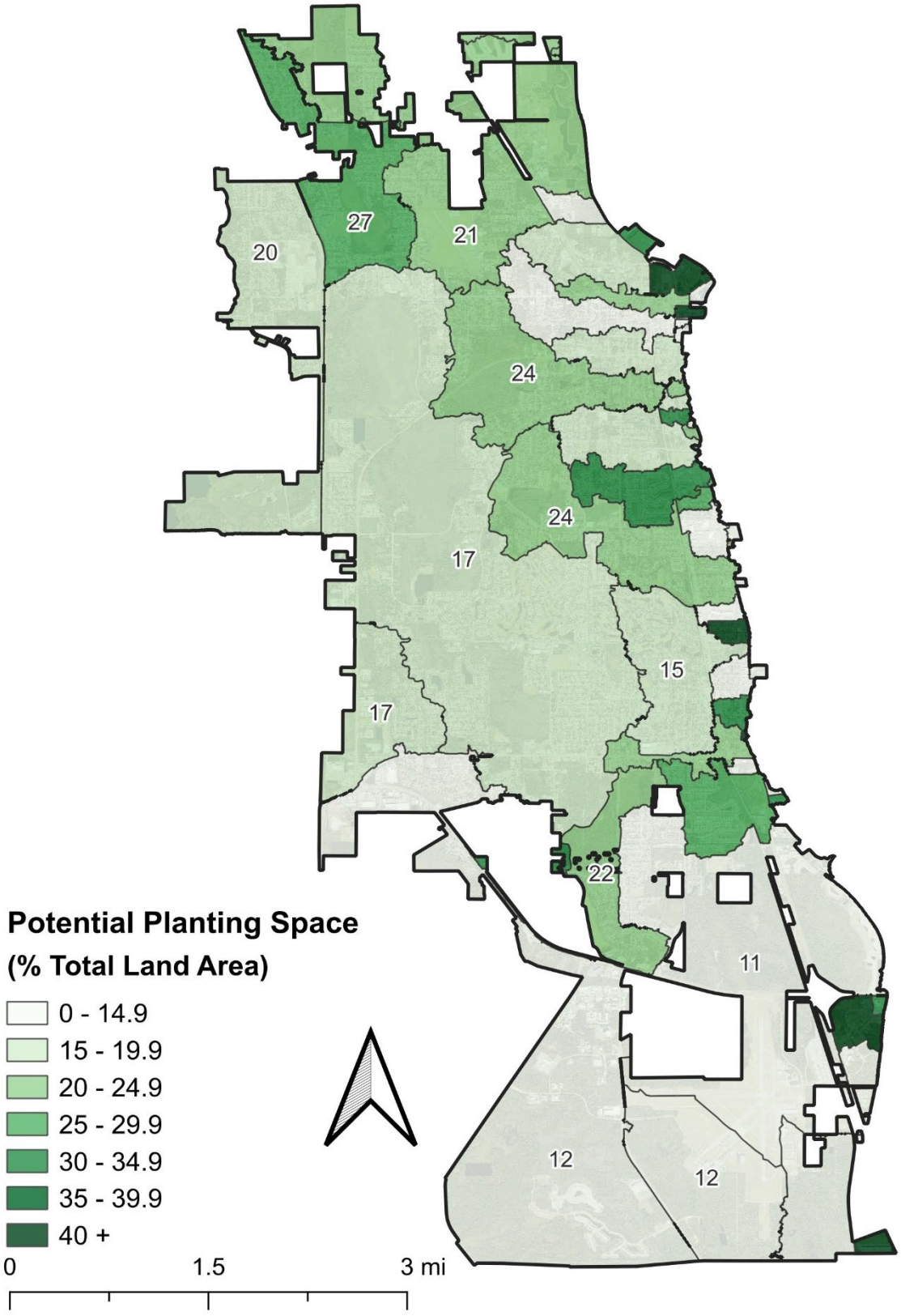
Appendix E – Planting Potential Maps



Map E-1. Potential planting space in Titusville by study area.



Map E-2. Potential planting space in Titusville by census block.



Map E-3. Potential planting space in Titusville by stormwater basin.

Appendix F – SWOT Analysis Documentation

The list of findings below is based on a meeting with key Titusville urban forestry staff and feedback from involved citizens. The meeting with City staff occurred on February 9, 2026 in-person; the input from external stakeholders was collected through online an online survey distributed to the TEC and Tree Team. The Strengths, Weaknesses, Opportunities, Threats (SWOT) analysis highlights the program's internal strengths and weaknesses (S&W), while examining external opportunities and threats (O&T). A primary goal of a SWOT analysis is to identify the factors that inform urban forestry management and operational decisions. This information helped develop a strategy based on the findings, supporting strategic decision-making and urban forestry planning.

Titusville Staff Input

POSITIVES	NEGATIVES
▪ **Strengths:** What do you do well? What unique resources can you draw on? What do others see as your strengths? ▪ **Opportunities:** What opportunities are open to you? What trends could you take advantage of? How can you turn your strengths into opportunities?	▪ **Weaknesses:** What could you improve? Where do you have fewer resources than others? What are others likely to see as weaknesses? ▪ **Threats:** What threats could harm you? What threats do your weaknesses expose you to?
INTERNAL	
STRENGTHS	**WEAKNESSES**
Staff & Expertise • Certified arborists on staff with TRAQ certification • Knowledgeable, dedicated staff with good team mentality • Helpful to both the public and each other • Well-staffed for Class 2 permits and landscape installation (new development) **Operational Assets** • City-owned water truck • Adopt a Street program provides community stewardship framework • County funds City-owned park maintenance (~$0.6M of $2M) **Community Support** • Active citizen groups with boots on the ground (Tree Team, TEC, Friends of Enchanted Forest, Garden Club, Native Plant Society, Keep Our Yard Beautiful)	**Program Gaps** • No one person in charge of public trees • All public tree maintenance is reactive; no proactive program **Resource Constraints** • Lack of adequate staff and funding for public tree care • Lacking physical office/workspace for new staff • Lack of strategic planning for new trees can lead to lower survival rates and challenging maintenance

EXTERNAL

OPPORTUNITIES	THREATS
Funding & Policy • Landscape Trust Fund – major opportunity to redirect toward trees • LTF could fund free tree program for residents with code change – high public demand likely • Update permit, mitigation, fee schedules that haven't been revised in years • Reduce heritage tree size threshold to protect more trees **Partnerships & Volunteers** • Solidifying County relationship – new director creates new opportunities • Supplement labor through supervised inmate crews • Citizen groups not yet formally asked – receptive if engaged • Large retired population willing to volunteer • Engage youth: homeschooled students, elementary through college programs • Community members are friendly and receptive at tabling events **Programs & Awareness** • Spin 'Adopt a Street' into 'Adopt a Tree' • Gravel bed nursery as a local tree production resource • Reframe trees as assets and part of the solution, not obstacles/competition • Florida has a strong urban forestry network – learn from peer cities as models	**Political & Governance** • County has limited interaction with City staff and community and may not understand local needs • Lack of major park upgrades dependent on County priorities and funding **Weather & Public Perception** • Unpredictable and severe weather damages trees and harms public perception of tree investment • External social media can be very negative, undermining public support

External Stakeholder Input

POSITIVES	NEGATIVES
▪ **Strengths:** What do you do well? What unique resources can you draw on? What do others see as your strengths? ▪ **Opportunities:** What opportunities are open to you? What trends could you take advantage of? How can you turn your strengths into opportunities?	▪ **Weaknesses:** What could you improve? Where do you have fewer resources than others? What are others likely to see as weaknesses? ▪ **Threats:** What threats could harm you? What threats do your weaknesses expose you to?

INTERNAL

STRENGTHS	WEAKNESSES
Existing Foundation • Tree City USA member • 42.7-45.3% canopy coverage; large central wetland system anchors canopy • 2013 Master Plan and 2021 Canopy Assessment provide foundational data • 25% canopy requirement for new residential subdivisions • Low Impact Development (LID) ordinance with developer incentive matrix • Certified arborists on City staff • Public Landscape Trust Fund (~$700K) funded by tree mitigation revenues • TEC expanded canopy protection, updated species lists, added multi-family coverage **Community Support** • Active organizations: TEC, Garden Club, Native Plant Society, Tree Team, Friends of Enchanted Forest • Tree Team planted 240 trees at no cost to City • Strong public advocacy for tree planting, preservation, sustainable development	**Program Gaps** • No written urban forestry program • Tree City standards not truly met (no public tree care ordinance) • $2/capita Tree City spend used for removal, not planting • 2013 and 2021 studies paid for with public funds but never implemented • No proactive public tree planting or street tree management program • LID remains voluntary **Resource Constraints** • Trust Fund diverted to I-95 gateway landscaping instead of urban forestry • Council won't commit funds until UFMP is completed; Mayor opposes urban forester hire • Certified arborists housed in understaffed planning dept with limited urban forestry capacity

EXTERNAL

OPPORTUNITIES	THREATS
Planting Potential • 27% plantable area citywide; multiple low-canopy public areas ready for trees	**Political** • Council reluctant to fund UFMP; Mayor opposes urban forester expense

- Strategic tree placement near impervious surfaces reduces heat island, stormwater runoff, and energy costs
- City parks provide available planting sites

Funding & Partnerships

- Trust Fund could finance urban forester position if Council approves
- State and federal grants available for tree planting and canopy expansion
- Tree Team ready to partner on planting and community tree giveaways
- Pursuing public ownership of wetlands would protect and extend existing canopy

Growing Awareness

- Extreme weather (flood, freeze, drought) raised Council and public awareness of native trees' value
- Extreme weather creates momentum for climate resilience investment and native landscaping policy

- Florida 2025 legislation prohibits new development barriers, stalling TEC's updated protective ordinances

Development & Tree Loss

- Space Center-driven growth leading to clear-cutting of dune ridges and wetland buffers
- City Code permits residential tree removal without replacement
- Developers removing hundreds of acres, including trees considered 'protected' under current code

Environmental

- Outdated drainage system altering wetland hydrology, causing tree die-off
- Hurricanes, tropical storms, freezes, and drought threaten urban tree canopy

Appendix G – Example Urban Forestry Progress Report

CITY OF TITUSVILLE

Urban Forestry Progress Report

Fiscal Year [YEAR] | Prepared by [Department] | Reporting Period: [Dates]

OVERALL PROGRAM STATUS

[On Track]

[X] of 24 objectives On Track

PROGRAM SUMMARY

[To be completed by staff. High-level overview of the year, including main successes, areas needing attention, and the focus for the upcoming year.]

GOAL-BY-GOAL PERFORMANCE

Each goal grade reflects the percentage of objectives On Track. See the full UFMP for objective and KPI detail.

● ON TRACK	▲ NEEDS ATTENTION	■ NOT STARTED
Action complete or going as planned; KPI being met.	Delayed or trending below target.	Not begun within expected timeframe.

GOAL	OBJECTIVES ON TRACK	STATUS	HIGHLIGHT
Goal 1 **Establish the Program Foundation**	**[X] of 5**	[Status]	*[Placeholder: e.g., inventory underway; coordinator role designated]*
Goal 2 **Build a Sustainable Urban Forestry Program**	**[X] of 5**	[Status]	
Goal 3 **Expand & Enhance the Tree Canopy**	**[X] of 4**	[Status]	
Goal 4 **Protect & Preserve Existing Trees**	**[X] of 2**	[Status]	
Goal 5 **Manage the Urban Forest for Environmental Health & Benefits**	**[X] of 4**	[Status]	
Goal 6 **Cultivate Community Stewardship, Education, & Equitable Access**	**[X] of 4**	[Status]	

THIS YEAR'S PERFORMANCE VS LAST YEAR

Selected operational indication tracked annually – see Urban Forest Plan monitoring tables for all metrics.

METRIC	LAST FISCAL YR	THIS FY	CHANGE
Public trees planted	[X]	**[X]**	**[+/-X]**
Volunteer hours donated	[X]	**[X]**	**[+/-X]**
Proactive maintenance (% of work orders)	[X]%	**[X]%**	**[+/-X % pts]**
Public tree concerns reported & resolved	[X]	**[X]**	**[+/-X]**

LOOKING AHEAD: FY [NEXT YEAR]

- [Key priorities]
-
-
-

GET INVOLVED

- **Plant a Tree:** free trees available [date/location]
- **Volunteer:** planting, watering, and events [link]
- **Report a Tree Concern:** [link/phone]
- **Adopt-a-Tree:** commit to caring for a City street tree [link]

3-30-300 FRAMEWORK *Next full update: Year 5 (5-year cycle)*

3 trees from home 93.5% | **30% neighborhood canopy:** 16/41 blocks | **300m to green space:** 45.9% *(2025 baselines)*

Questions? Contact [ ] | [email] | [website] | [phone]

The full Urban Forest Management Plan, including implementation and monitoring details, is available at link].

Appendix H – Planting Potential Criteria

Maximum Tree Size Description:

- **Large trees (>50' at mature height)** are a suitable choice for providing shade to *large open spaces and for planting along streets if there is proper space above and below ground*. Proper space is defined as no rooting constraints (e.g., curb or sidewalk 4 to 6' or further away from mature tree trunk size) and no above ground limitation affecting normal growth. Also suitable for all tree sizes based on desired planting objective(s). Final choice based on additional sites conditions (e.g., soils, water limitations, pest issues).
- **Medium trees (30-50' at mature height)** are suitable for sites were tree and potential growth met for the height and crown dimensions. Proper space is defined as no rooting constraints (e.g., curb or sidewalk 2 to 3' or further away from mature tree trunk size) and no above ground limitation affecting normal growth.
- **Small trees (<30' at mature height)** are often suggested for planting in downtown areas with limited soil space. Proper space is defined as no rooting constraints (e.g., curb or sidewalk 1 to 2' or further away from mature tree trunk size) and no above ground limitation affecting normal growth.

Street Tree Spacing

- 15-20' from a tree that is small in size at maturity (less than 30' tall)
- 20-30' from a tree that is medium in size at maturity (30 to 50' tall)
- 30-40' from a tree that is large in size at maturity (more than 50' tall)

Table H-1. Potential tree decision matrix for planting assessment in Titusville.

Decision Criteria for Tree Size (Units in Feet)	Maximum Tree Size at Maturity		
	Small (<30')	Medium (<50')	Large (50'+)
Overhead wires	Acceptable	Unacceptable	Unacceptable
Minimum Horizontal distance from wires	Adjacent	> 25'+	> 50'+
Distance between sidewalk and curb	3 to < 5'	5 to < 8'	8' +
Total planting area	50 to 150 ft^2	>150 to 300 ft^2	> 300 ft^2+
Minimum distance from Building/Structure	6'	8'	10'+
Street Tree Spacing Considerations for Minimum Distance Away From Infrastructure			
Water meter &/or utility box	5'	5'	5'
Residential driveway	5'	5'	5'
Non-traffic conducting signage	5'	5'	5'
Utility pole or light	5'	10'	15'
Fire hydrant	10'	10'	10'
Unregulated intersections	20'	20'	20'
Stop signs	30'	30'	30'
Commercial driveway or alley	30'	30'	30'
Intersection with traffic lights	40'	40'	40'

Keep in mind that these are minimum distances – actual site conditions will determine final tree selection. Increased spacing and setbacks will result in healthier trees with less potential for conflicts

Appendix I – Tree Inventory Approach Options

Tree inventories are a foundational tool for managing the urban forest. This appendix is intended to support the City's procurement process for a public tree inventory by briefly outlining the primary inventory approaches available to municipalities. A complete inventory captures every relevant tree in an area of interest, such as a city's street trees, whereas a sample inventory collects data on only a portion of the tree population and extrapolates results to the wider area (Miller et al., 2015). A third option is a planting site inventory, which is normally conducted alongside either approach to document locations where new trees could be established. The City should review these options in the context of its budget, staffing capacity, and intended use of the data before issuing a Request for Proposals.

Table I-1. Potential tree decision matrix for planting assessment in Titusville.

	Complete Inventory	Sample Inventory	Planting Site Inventory
What It Is	Tree-by-tree field assessment of every public tree within a defined scope (e.g., all right-of-ways and park trees).	Statistically designed assessment of a subset of trees used to estimate conditions across the population.	A field survey of vacant or suitable locations along rights-of-way and public lands where trees could be planted.
What It Contains	Species, DBH, condition, height, GPS location, maintenance, and risk rating each individual tree.	Estimated species composition, condition, and maintenance needs across the population – not individual tree records.	GPS location, site size, utility conflicts, adjacent land use, and recommended tree size.
Sampling Design	Not applicable.	Stratified: population divided into zones (e.g., land use or neighborhood) with random sampling in each stratum extrapolated city-wide. Simple: non-stratified random selection from full population; simpler but less precise.	Same as sample inventory. Can also be specified as collecting a certain amount of spaces within an area (e.g. 500 spaces in priority zone a).
Primary Uses	Operations and risk management.	Strategic planning and policy development.	Canopy growth planning and planting program targets.
Pros	Most detailed and actionable data; supports individual work orders; required for robust risk management; supports risk management program.	Lower cost and quicker than a complete inventory; sufficient for population estimates and high-level planning goals.	Identifies where canopy can grow; supports canopy goals; low incremental cost when conducted alongside a full or sample inventory.
Cons	Higher cost; more time-intensive; may require phased approach or grant funding.	No individual tree records; limits ability to schedule specific maintenance or track individual trees over time.	Standalone value is limited; most useful when paired with a tree inventory.
Typical Output	GIS database with individual tree records.	Summary statistics and population estimates.	GIS layer of potential planting locations with attribute data.

Appendix J – Public Landscape Trust Fund Language Updates

In updating the Trust Fund expenditure policy, the intent is to focus on enhancing Titusville's tree canopy and limit use of the fund for landscaping purposes. Below are recommendations to consider based on best practices, community feedback, and Florida peer cities. The City should thoroughly review the suggestions and tailor them to their specific community needs.

1. Rename the fund

Current: *Public Landscape Trust Fund* Suggested: Urban Forest Trust Fund or Urban Canopy Trust Fund)

Why: "Landscape" is unclear and has historically authorized expenditures not directly tied to trees. A name change signals the City's intent to spend on the canopy.

2. Replace the purpose statement in Resolution 30-2001, Section 2

Current: *"...be used to beautify publicly-owned or publicly-maintained property."*

Suggested: *"...be used to plant, establish, and maintain trees on public and eligible private property, with priority given to canopy replacement, low-canopy neighborhoods, and rights-of-way."*

3. Codify eligible expenditure categories

- Add language listing permitted uses:
- New tree planting on public property, rights-of-way, and parks managed by the City
- Site preparation and establishment care (watering, mulching, staking) for the new trees
- Private property grants and tree giveaways, prioritizing canopy replacement in low-canopy areas
- Acquisition of land or easements for tree planting and canopy preservation
- Urban forestry program staffing, equipment, and administration
- Pruning of City-owned and managed trees
- Professional services directly focused on urban forestry

4. Add an exclusion

"Fund expenditures shall not be used for general landscape beautification, ornamental plantings, or hardscape improvements unless such improvements are directly associated with tree planting establishment."

5. Require demonstration of connection

"Expenditures shall demonstrate a clear connection between the trees removed that generated mitigation revenues deposited into the Trust Fund and the trees planted or preserved, consistent with the City's Urban Forest Management Plan."

Appendix K – Action Implementation Table

Cost Legend*: $ = $0-$5,000 | $$ = $5,000-$20,000 | $$$ = $20,000-$50,000 | $$$$ = $50,000+ | Cost estimates are for scale only

Objective	Action	Lead	Partners	Time	Priority	Cost
GOAL 1: Establish the Program Foundation						
1.1 Complete a full or sample GIS-based inventory of public trees and vacant planting locations within 2 years, capturing species, condition, size, and location.	1.1.a Determine inventory scope and method (complete vs. sample approach)	Public Works; Community Development	GIS	Yr 1	High	$
	1.1.b Start inventory procurement if awarded (FL Urban & Community Forestry grant); identify supplemental funding sources to cover any gap	Public Works; Community Development	Finance	Yr 1	High	$
	1.1.c Develop inventory Request for Proposal specifications	Public Works; Community Development	Finance; GIS	Yr 1	High	$
	1.1.d Conduct inventory and load into City GIS system	Public Works; Consultant	GIS	Yr 1-2	High	$$$
1.2 Designate a staff role responsible for coordinating public tree management, maintenance, interagency communication, and UFMP reporting within 6 months.	1.2.a Review existing staff roles and identify options for designating urban forestry coordination responsibilities	City Manager; Public Works	Community Development	Yr 1	High	$
	1.2.b Develop written role description documenting urban forestry coordination responsibilities and reporting structure	City Manager; HR	Public Works; Community Development	Yr 1	High	$
	1.2.c Present designation options with recommendation to City Manager	Public Works	Community Development	Yr 1	High	$
	1.2.d Designate role and document in City organizational structure	City Manager	HR	Yr 1	High	$
1.3 Establish a GIS-based data management system for urban forestry within 2 years, integrating inventory records, planting logs,	1.3.a Assess existing GIS and identify options for urban forestry data management	GIS	Public Works	Yr 1	High	$
	1.3.b Establish data layers and fields for inventory records, planting logs, maintenance history, and resident requests	GIS	Public Works	Yr 1-2	High	$
	1.3.c Integrate citizen tree reporting mechanism into chosen GIS system	GIS	Community Development	Yr 2	Medium	$$

Objective	Action	Lead	Partners	Time	Priority	Cost
maintenance history, and resident requests/complaints.	1.3.d Train staff on GIS system use and establish data entry protocols	GIS	Public Works	Yr 2	High	$
	1.3.e Review and update GIS system on 5-year cycle	GIS	Public Works	5-Year	Medium	$
1.4 Establish a tree risk management program for public trees, including inspections of all trees every 5 years, annual inspection of trees classified as monitor, and mitigation of high and extreme risk trees within 30 days.	1.4.a Research tree risk assessment methodology (ISA, USDA) and develop protocols	Public Works	Community Development	Yr 1	High	$
	1.4.b Train relevant staff in chosen tree risk assessment protocols	Public Works	Community Development	Yr 1-2	High	$$
	1.4.c Develop mitigation response standards for high and extreme risk public trees	Public Works	Community Development	Yr 1-2	High	$
	1.4.d Start risk inspection program upon inventory completion	Public Works	GIS	Yr 2-3	High	$$
	1.4.e Track and report inspection completion rates and mitigation actions annually	Public Works	GIS	Annual	Medium	$
1.5 Develop staffing plan to bring Titusville more in line with benchmark of 5.25 FTEs involved in managing municipal trees, with recommendations presented to the City Manager within a year.	1.5.a Develop staffing plan with options for reaching benchmark levels (new hires, reassignment, contractor support, technology solutions)	Public Works	HR; Finance	Yr 1	High	$
	1.5.b Present staffing plan with recommendations to City Manager	Public Works	Community Development	Yr 1	High	$
GOAL 2: Build a Sustainable Urban Forestry Program						
2.1 Track the ratio of proactive vs. reactive tree maintenance annually, targeting 25% proactive by Year 2 and 75% by Year 5.	2.1.a Incorporate proactive vs. reactive categorization into work order system as GIS system is established (Obj 1.3)	Public Works	GIS	Yr 2	High	$
	2.1.b Shift crew scheduling toward proactive maintenance as the scheduled maintenance cycle (Obj 2.2) starts, targeting 25% proactive by Yr 2 and 75% by Yr 5	Public Works		Yr 2-5	High	$$
	2.1.c Track proactive vs. reactive ratio annually through monitoring indicator	Public Works	GIS	Annual	Medium	$

2.2 Develop a scheduled maintenance cycle for all inventoried public trees based on tree inventory findings and the 5-year tree inspection timeframe.	2.2.a Upon inventory completion, develop maintenance schedule prioritized by condition and risk rating	Public Works	Consultant	Yr 2-3	High	$$
	2.2.b Identify staffing, contract capacity, and funding needed for maintenance schedule	Public Works	Finance	Yr 2-3	High	$
	2.2.c Implement scheduled maintenance cycle and track completion rate annually	Public Works		Yr 3+	High	$$$$
	2.2.d Review and update maintenance schedule following each 5-year inventory cycle	Public Works	GIS	5-Year	Medium	$
2.3 Develop a Best Management Practices guide for public tree planting, maintenance, pruning, and removal consistent with ISA and ANSI A300 standards within 3 years.	2.3.a Draft BMP guide covering planting, pruning, maintenance, and removal standards using available industry resources	Public Works	Community Development	Yr 2	Medium	$
	2.3.b Distribute BMP guide to City staff, contractors, and landscapers	Public Works	Community Development	Yr 2-3	Medium	$
	2.3.c Review and update BMP guide at each 5-year cycle or when major ISA standard changes occur	Public Works		5-Year	Low	$
2.4 Develop a long-term urban forest funding strategy within 2 years, including updated mitigation fees, LTF expenditure policy, and grant opportunities.	2.4.a Update LTF expenditure policy per Chapter 7 Section 3 recommendations	Community Development	City Attorney	Yr 1	High	$
	2.4.b Update mitigation fee schedule and bring to Council for adoption	Community Development	City Manager	Yr 1-2	High	$
	2.4.c Identify and pursue state and federal grant opportunities annually	Community Development	Public Works	Annual	Medium	$
	2.4.d Develop annual LTF report documenting revenues, expenditures, and grant activities	Finance	Community Development	Annual	Medium	$
2.5 Develop and adopt an urban forestry storm plan, covering response and recovery, within 3 years.	2.5.a Review existing City emergency management and debris management plans for urban forestry integration opportunities	Public Works	Fire Department	Yr 1-2	Medium	$
	2.5.b Draft storm response and recovery plan covering inspection prioritization, debris protocols, and interagency coordination	Public Works	Community Development	Yr 2-3	Medium	$$
	2.5.c Initiate coordination with Florida Power & Light (FPL) to request advanced notice of planned vegetation work and establish a contact	Public Works	City Manager	Yr1-2	Medium	$

	2.5.d Coordinate with FPL and other utilities on post-storm tree response protocols	Public Works		Yr 2-3	Medium	$
	2.5.e Adopt storm plan and distribute to relevant City departments	Public Works	City Manager	Yr 3	Medium	$
	2.5.f Review and update storm plan following any major storm event or at each 5-year cycle	Public Works		As Needed	Low	$
GOAL 3: Expand & Enhance the Tree Canopy						
3.1 Achieve a net increase in citywide canopy from 44.0% to 50% within 10 years with no net canopy loss in any census block.	3.1.a Meet canopy target of 50% within 10 years through public planting (Obj 3.2), neighborhood planting plans (Obj 3.3), agency coordination (Obj 3.4), and residential assistance program (6.2)	Public Works	Community Development	Yr 1-5	High	$$$$
	3.1.b Identify and document significant canopy loss events (development, storm, disease) for tracking and mitigation	Public Works	Community Development	As Needed	High	$
	3.1.c Track canopy cover by census block at each 5-year TCA cycle and flag any blocks showing net loss for targeted tree planting and giveaways	Public Works	Consultant	5-Year	High	$$$
3.2 Increase number of trees planted on public property through City operations, volunteer and community group partnerships, and agreements with other agencies.	3.2.a Compile existing planting records and establish Year 1 planting baseline	Public Works	GIS	Yr 1	High	$
	3.2.b Set annual planting targets based on inventory findings, available planting sites, and capacity	Public Works	Community Development	Yr 2	High	$
	3.2.c Develop annual planting program including species selection, site preparation, and planting schedule	Public Works	Consultant	Yr 2-3	High	$$
	3.2.d Coordinate with Titusville Tree Team and community volunteers for supplemental planting events	Public Works	Community Development	Annual	Medium	$
	3.2.e Track and report trees planted annually in GIS and by funding source	Public Works	GIS	Annual	Medium	$
3.3 Develop planting plans, including species, amounts, and locations, for City-	3.3.a Develop neighborhood-level planting plans for highest-priority areas identified in TCA analysis	Public Works	Consultant	Yr 2-3	High	$$$
	3.3.b Incorporate 3-30-300 analysis into planting plan prioritization, with emphasis on census blocks below 30% canopy threshold	Community Development	GIS; Public Works	Yr 2-3	High	$

managed areas within 3 years.	3.3.c Update planting plans following each 5-year TCA cycle to reflect changed conditions	Public Works	GIS	5-Year	Medium	$$
3.4 Start coordination efforts with the County and FDOT within 2 years to explore planting opportunities in County-managed parks and along State-managed roads within Titusville.	3.4.a Identify County-managed parks and FDOT corridors within City limits where canopy enhancement is feasible and desirable	Community Development	GIS	Yr 1-2	Medium	$
	3.4.b Initiate coordination meetings with Brevard County Parks and FDOT to discuss planting opportunities	City Manager	Community Development	Yr 2	Medium	$
	3.4.c Pursue interlocal agreement or MOU with Brevard County for planting coordination in City-adjacent parks	Community Development	City Attorney; City Manager	Yr 2-3	Medium	$
	3.4.d Track coordination activities and plantings achieved through agency partnerships annually	Community Development	Public Works	Annual	Low	$
GOAL 4: Protect & Preserve Existing Trees						
4.1 No net loss of public trees on City-managed land, tracked annually.	4.1.a Establish protocol for tracking public tree removals	Community Development	Public Works	Yr 1	High	$
	4.1.b Integrate public tree removal tracking into GIS system and work order records	GIS	Public Works; Community Development	Yr 1-2	High	$
	4.1.c Require replacement planting for all City-initiated public tree removals and document replacement in GIS	Public Works	GIS	Ongoing	High	$$
	4.1.d Report net public tree gain or loss annually in urban forestry progress report	Public Works	GIS	Annual	Medium	$
4.2 Strengthen tree protections and align the LTF with canopy goals through policy and ordinance updates per Chapter 7 Section 3 recommendations.	4.2.a Coordinate with Obj 2.4 LTF expenditure policy adoption to ensure tree protection and canopy priorities are reflected in eligible fund uses	Community Development	Finance	Yr 1	High	$
	4.2.b Evaluate and pursue code updates per priority recommendations, including soil volume, construction protection, penalties for unpermitted tree removal, and stormwater integration	Community Development	City Attorney; Public Works	Yr 1-4	High	$$
	4.2.c Bring any ordinance revisions through Council adoption process per Chapter 7 Section 3 implementation timeline	Community Development	City Manager	Yr 2-4	High	$
	4.2.d Monitor adopted code effectiveness and flag issues at each 5-year review	Community Development	Public Works	5-Year	Low	$

GOAL 5: Manage the Urban Forest for Environmental Health & Benefits

5.1 Increase the urban forest's stormwater interception, carbon, and air quality benefits relative to the 2025 TCA reported benefits.	5.1.a Conduct environmental benefits study using i-Tree Canopy or similar with each TCA cycle	Public Works	Consultant	5-Year	High	$$
	5.1.b Coordinate with Stormwater Utility program to identify opportunities to formalize tree-stormwater integration in capital project planning	Public Works	Stormwater; Community Development	Yr 2-3	Medium	$
5.2 Increase species diversity in public tree plantings, where no single species exceeds a set threshold of the total City-managed public tree inventory.	5.2.a Upon inventory completion, assess current species composition and identify any existing monoculture risks	Public Works	Consultant	Yr 2	High	$
	5.2.b Develop and apply diversity thresholds to all planting plans and contractor specifications	Public Works		Yr 2+	High	$
	5.2.c Track species composition in GIS annually; flag species, genus, families exceeding diversity thresholds	Public Works	GIS	Annual	Medium	$
5.3 Plant a minimum of 75% native species and 25% wildlife value species (identified in UFMP species guide) in all new public tree plantings starting next planting season, while allowing flexibility for non-native species such as fruit trees.	5.3.a Establish native species and wildlife/pollinator value criteria for tracking using the approved plant list and UF/IFAS guidance	Public Works	Community Development	Yr 1	High	$
	5.3.b Ensure species selected for all City-led planting programs meet native and wildlife criteria to the extent practicable	Public Works		Ongoing	High	$
	5.3.c Track and report species composition and wildlife value percentages of new plantings annually	Public Works	GIS	Annual	Medium	$
	5.3.d Review and update approved plant list to reflect climate adaptation needs and emerging species guidance every 5 years, or when notable UF/IFAS updates occur	Community Development	Consultant	5-Year	Low	$
5.4 Increase tree canopy shade in high heat index census blocks identified in the TCA, prioritizing streets and pedestrian corridors.	5.4.a Develop heat-priority planting list of large-canopy species suited to street and corridor conditions	Public Works	Community Development; Consultant	Yr 1-2	High	$
	5.4.b Incorporate heat index priority areas into annual planting program and planting plans developed under Objective 3.3	Public Works	GIS	Yr 2-3	High	$
	5.4.c Track and report number of trees planted in high heat census blocks annually	Public Works	GIS	Annual	Medium	$

GOAL 6: Cultivate Community Stewardship, Education, & Equitable Access

6.1 Engage a minimum of 50 volunteers, partner organizations, or educational groups in urban forestry activities annually by Year 2, building on existing partnerships with the Titusville Tree Team, local garden clubs, and area schools.	6.1.a Inventory existing volunteer and partner relationships and establish baseline engagement numbers in Year 1	Community Development	Public Works	Yr 1	High	$
	6.1.b Develop annual volunteer engagement calendar including planting events, educational programming, and stewardship activities	Community Development	Tree Team	Yr 1-2	High	$
	6.1.c Develop an Adopt-a-Tree program for residents and community groups to commit to the care of designated City street trees, including watering, weeding, mulching, and monitoring	Community Development	Public Works	Yr 2	Medium	$$
	6.1.d Explore development of a commemorative or memorial tree program	Community Development	Public Works; Finance	Yr 2	Medium	$
	6.1.e Establish partnership agreements or MOUs with key community organizations including Tree Team	Community Development	City Manager	Yr 2	Medium	$
	6.1.f Recruit school and youth group participation in urban forestry programming	Community Development	Schools; Tree Team	Yr 2-3	Medium	$
	6.1.g Track and report volunteer events, participants, and hours donated annually	Community Development		Annual	Medium	$
6.2 Launch a residential urban forestry assistance program within 3 years, with partial funding from the LTF, focused on priority areas. Distribute a minimum of 50 trees and include guidance on planting, species selection, and follow-up care.	6.2.a Ensure LTF expenditure policy (Obj 2.4) establishes private property planting grants as an eligible use.	Community Development	City Attorney	Yr 1-2	High	$
	6.2.b Design residential assistance program including eligibility, services offered, application process, and technical assistance provided by the City or partners	Community Development	Public Works; Tree Team	Yr 2	High	$
	6.2.c Use TCA analysis and 3-30-300 threshold data to identify and prioritize program target areas	Community Development		Yr 2	High	$
	6.2.d Pilot program in highest-priority census blocks	Community Development	Tree Team	Yr 2-3	High	$$$
	6.2.e Evaluate pilot outcomes and adjust program based on funding and demand	Community Development	Finance	Yr 3+	Medium	$
	6.2.f Track participants, trees distributed, and locations annually; report percentage in priority areas	Community Development	GIS	Annual	Medium	$
6.3 Ensure the majority of residents can access tree care	6.3.a Establish dedicated urban forestry web page on City website with reporting link, resources, and program information	Community Development	IT	Yr 1	High	$

and urban forestry resources and know how to report tree concerns to the City.	6.3.b Develop and distribute public tree reporting mechanism (online form, phone line, or integrated with existing 311 system)	Community Development	IT	Yr 1	High	$
	6.3.c Launch public awareness campaign through City social media, email newsletter, and community events	Community Development		Yr 1-2	High	$
	6.3.d Integrate urban forestry awareness into existing City communications channels and community events	Community Development		Ongoing	Medium	$
	6.3.e Measure public awareness in community surveys; reduce inability to identify reporting channels from 41% survey baseline	Community Development		Yr 2+	Medium	$
6.4 Publish an annual staff-evaluated urban forestry progress report that assesses performance related to KPIs and make it publicly available.	6.4.a Compile annual monitoring data from implementation monitoring tables across all six goals	Public Works	Community Development	Annual	High	$
	6.4.b Calculate goal and overall program grades using On Track percentage methodology	Community Development		Annual	High	$
	6.4.c Prepare progress report using adopted template; update all placeholders with current year data	Community Development	Public Works	Annual	High	$
	6.4.d Present progress report to TEC and City Council as part of annual urban forestry reporting	Community Development	City Manager	Annual	High	$
	6.4.e Publish progress report on City website and distribute through community channels	Community Development	IT	Annual	High	$

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Budget Amendment - Urban Forestry Kickoff Tree Planting**

Department/Office: Public Works

Recommended Action:

Approve the use of Landscape Trust Restricted Funds in the amount of $5,000 to the purchase trees and mulch for the Urban Forestry Plan Kickoff and approve the associated budget amendment.

Summary Explanation & Background:

To recognize the adoption of the Urban Forestry Plan, the City will host a kickoff tree planting event at Sand Point Park. A budget amendment is needed to allocate funding from the Tree Mitigation Fund for the purchase of trees, mulch, and related planting supplies.

Staff estimates the funding will support the purchase of twenty-one (21) 15-gallon red cedars, five (5) 15-gallon live oaks, and the necessary mulch and supplies for installation. Any remaining funds will either be used to plant additional trees before the end of the fiscal year or returned to the Tree Mitigation Fund.

It is recommended that City Council approve the use of Landscape Trust Restricted Funds in the amount of $5,000 to the purchase trees and mulch for the Urban Forestry Plan Kickoff, and approve the associated budget amendment.

Alternatives:

Do not approve and do not purchase trees

Item Budgeted:

No, see the use of Landscape Trust restricted fund balance.

Source/Use of Funds/Budget Book Page:

Source:	001-0000-389.11-03-GF2101	Restricted Landscape Trust	$5,000
Use:	001-1510-541.52.01-GC2602	Operating Supplies	$5,000

Strategic Plan:
Goal 1: Quality of Life

Strategic Plan Impact:
This action supports tree planting within the City.

ATTACHMENTS:
1. BA - Urban Forestry Kickoff Tree Planting

Budget Amendment/Transfer Form

Source of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
001-0000-366.10-10-GF2102	GF2102	PRIVATE SOURCES	$ 5,000	Budget Amendment
		Total	**$ 5,000**	

Use of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
001-1510-541.52-01-GC2602	GC2602	OPERATING SUPPLIES/OPERATING SUPPLIES	$ 5,000	Budget Amendment
			$ -	Budget Amendment
		Total	**$ 5,000**	

Input Name:	Budget Office Approval:	Notes:
		Urban Forestry Kickoff Tree Planting - 07/14/26 Regular City Council Meeting
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: **Budget Amendment SHIP Grant Program 25/26**

Department/Office: Neighborhood Services

Recommended Action:
Approve budget amendment for receipt of additional disaster holdback SHIP program funds in the amount of $12,054.

Summary Explanation & Background:
Annually, the SHIP grant program distributes unspent disaster funds to grantees. On June 24, 2026, the Neighborhood Services Department received notice from the Florida Housing Finance Department of the 25/26 state fiscal year distribution of these additional funds in the amount of $12,054. As a result, the Neighborhood Services Director is seeking an amendment to incorporate these additional funds into the SHIP program and the City's FY 25/26 budgets.

The following allocations will be made within the SHIP program in accordance with the current Local Housing Assistance Plan (LHAP):

Administration: $1,205.00 representing 10% of the additional distribution
Housing Projects:$10,849 representing 90% of the additional distribution

It is recommended that City Council approve budget amendment for receipt of additional disaster holdback SHIP program funds in the amount of $12,054.

Alternatives:
None

Item Budgeted:
No, see BA

Source/Use of Funds/Budget Book Page:
Source: 123-0000-335.51-00 SHIP00 STATE SHARED REVENUE/SHIP $12,054
Uses: 123-1904-55.83-00-SHIP00 HOUSING & URB DEV/OTHER GRANTS & AIDS

$1,205

123-5555-554.83-00-SHIP00 HOUSING & URB DEV/OTHER GRANTS & AIDS $10,849

Strategic Plan:

Goal 3: Financial Stability

Strategic Plan Impact:

This action updates the budget to reflect available grant funds.

ATTACHMENTS:

1. 2025 26 SHIP Disbursement #5 DR
2. SHIP Disbursement #5 FHFC Email
3. BA - SHIP Grant Program 25-26

FLORIDA HOUSING FINANCE CORPORATION

SHIP 2025-2026, SHIP Payment #5 Unused DR Funds

TOTAL AMOUNT: $ 5,000,000

Local Government	County Share/ City Share
ALACHUA	36,095
Gainesville	37,061
BAKER	-
BAY	41,783
Panama City	10,012
BRADFORD	-
BREVARD	84,444
Cocoa	5,037
Melbourne	20,958
Palm Bay	33,450
Titusville	12,054
BROWARD	79,947
Coconut Creek	13,041
Coral Springs	30,562
Davie	24,288
Deerfield Beach	19,762
Fort Lauderdale	42,885
Hollywood	35,043
Lauderhill	16,894
Margate	13,219
Miramar	31,548
Pembroke Pines	38,628
Plantation	22,271
Pompano Beach	25,946
Sunrise	22,137
Tamarac	16,536
Weston	15,416
CALHOUN	-
CHARLOTTE	50,384
Punta Gorda	5,412
CITRUS	34,952
CLAY	48,647
COLLIER	88,389
Naples	4,408
COLUMBIA	15,340
DE SOTO	-
DIXIE	-
DUVAL	247,929
ESCAMBIA	62,118
Pensacola	12,186
FLAGLER	8,056
Palm Coast	28,413
FRANKLIN	-

Local Government	County Share/ City Share
GADSDEN	4,632
GILCHRIST	-
GLADES	-
GULF	-
HAMILTON	-
HARDEE	-
HENDRY	4,632
HERNANDO	55,461
HIGHLANDS	28,638
HILLSBOROUGH	267,433
Tampa	95,139
HOLMES	-
INDIAN RIVER	40,998
JACKSON	4,963
JEFFERSON	-
LAFAYETTE	-
LAKE	108,310
LEE	117,209
Cape Coral	51,017
Fort Myers	23,354
LEON	23,143
Tallahassee	46,798
LEVY	4,798
LIBERTY	-
MADISON	-
MANATEE	91,860
Bradenton	13,267
MARION	79,775
Ocala	15,856
MARTIN	34,787
MIAMI-DADE	252,478
Hialeah	33,570
Homestead	12,240
Miami	68,028
Miami Beach	12,119
Miami Gardens	16,805
North Miami	8,726
MONROE	18,840
NASSAU	28,138
OKALOOSA	34,387
Crestview	6,014
Fort Walton Beach	4,246
OKEECHOBEE	-

Local Government	County Share/ City Share
ORANGE	279,479
Orlando	79,610
OSCEOLA	69,255
Kissimmee	19,649
St. Cloud	15,224
PALM BEACH	253,873
Boca Raton	23,027
Boynton Beach	18,883
Delray Beach	15,588
Wellington	14,171
West Palm Beach	28,732
PASCO	150,777
PINELLAS	120,625
Clearwater	28,480
Largo	20,170
St. Petersburg	64,175
POLK	145,709
Lakeland	27,980
Winter Haven	13,093
PUTNAM	20,972
ST. JOHNS	86,785
ST. LUCIE	18,315
Fort Pierce	11,507
Port St. Lucie	57,479
SANTA ROSA	50,329
SARASOTA	93,606
Sarasota	12,885
SEMINOLE	110,156
SUMTER	41,635
SUWANNEE	4,798
TAYLOR	-
UNION	-
VOLUSIA	97,407
Daytona Beach	20,103
Deltona	23,271
WAKULLA	-
WALTON	19,340
WASHINGTON	-

From: Robert Dearduff

Cc: mgayle@alachuacounty.us; rreodica@alachuacounty.us; cheryl.rewis@bakercountyfl.org; lbisch@baycountyfl.gov; tmcclurg@ci.boca-raton.fl.us; ramirezr@bbfl.us; vicki.white@bradentonfl.gov; kelly_canady@bradfordcountyfl.gov; linda.graham@brevardcounty.us; ljohnsonrhoden@broward.org; hcarrasco@arpc.org; cranew@calhouncountyfl.gov; ayearsle@capecoral.gov; colleen.turner@charlottecountyfl.gov; michelle.alford@citruscounty.gov; valerie.debay@citruscounty.gov; Theresa.Sumner@claycountygov.com; terry.malcolm-smith@myclearwater.com; cneuterman@cocoafl.org; jjustiniano@cocoafl.gov; dnelson@coconutcreek.net; Lisa.Carr@collier.gov; sbarrington@suwanneeec.net; tanthony@coralsprings.gov; tjou@coralsprings.gov; Nicholasschwendt@cityofcrestview.org; Glenda_martinez@davie-fl.gov; robinsonlashondra@daytonabeach.gov; jsalas@deerfield-beach.com; fmesidort@deerfieldbeachfl.gov; parkst@mydelraybeach.com; qgrose@deltonafl.gov; jrodriguez-garcia@deltonafl.gov; l.benson@desotobocc.com; sbarrington@suwanneeec.net; tjeffrey@coj.net; rmeans@coj.net; cflong@myescambia.com; ediaz@flaglercounty.gov; jhegedus@flaglercounty.gov; OCarter@fortlauderdale.gov; EDavila@fortmyers.gov; dclarke@cityoffortpierce.com; khenton@cityoffortpierce.com; michael@franklincountyflorida.gov; tinab@franklincountyflorida.gov; sburns@gadsdencountyfl.gov; harriscj@gainesvillefl.gov; sbarrington@suwanneeec.net; npannell@myglades.com; llanier@gulfcounty-fl.gov; sherring@gulfcounty-fl.gov; intouchconsultinggroup@gmail.com; ssmith@hardeecountyfl.gov; lorie.ayers@hardeecountyfl.gov; adriana.walker@hendryfla.net; vburris@co.hernando.fl.us; Kathy Cutler; Dtamayo@hialeahfl.gov; kwean@highlandsfl.gov; igardner@highlandsfl.gov; brackinsb@hcfl.gov; rcoote@hollywoodfl.org; Vacari.Dickerson@ecrc.org; GCano@homesteadfl.gov; gmensah@hcdassociates.com; cemerson@indianriver.gov; schinyanganya@indianriver.gov; sweazyk@jacksoncountyfl.gov; barnesa@jacksoncountyfl.gov; dbullock@jeffersoncountyfl.gov; smetty@jeffersoncountyfl.gov; frances.dejesus@kissimmee.gov; sbarrington@suwanneeec.net; mabdoulkarim@lakecountyfl.gov; michael.smith3@lakelandgov.net; adena.kniss@lakelandgov.net; awoodard@largo.com; sgreene@largo.com; khuntley@Lauderhill-fl.gov; adietrich@leegov.com; MarksJ@leoncountyfl.gov; harper-mary-ellen@levycounty.org; thinson@libertyclerk.com; sbarrington@suwanneeec.net; deborah.ash@mymanatee.org; carlene.henry@marionfl.org; Antonio.Jenkins@guardiancrm.com; abby.johnson@mlbfl.org; kelly.calvacca@mlbfl.org; sergiogarcia@miamigov.com; marcelarubio@miamibeachfl.gov; cclay@miamigardens-fl.gov; Mohammed.Rasheduzzaman@miamidade.gov; cefrancis-royer@miramarfl.gov; ycapote@miramarfl.gov; crane-cathy@monroecounty-fl.gov; boan-tina@monroecounty-fl.gov; Mdrawdy@nassaucountyfl.com; clacambra@nassaucountyfl.com; abazile@northmiamifl.gov; jhaynes@ocalafl.gov; rford@ocalafl.gov; borr@myokaloosa.com; jevans@myokaloosa.com; lgranados@okeechobeecountyfl.gov; nikki.everett@ocfl.net; Marcia.Owens@ocfl.net; Kassi.Bernard@orlando.gov; dran@osceola.org; denise.carter@palmbayfl.gov; djenkins1@pbcgov.org; sware@panamacity.gov; tgainer@panamacity.gov; mbrass@mypasco.net; mthieryung@mypasco.net; dcreary@crafla.org; vbermudez@crafla.org; tpickens@cityofpensacola.com; emcdonald@cityofpensacola.com; sharris@pinellas.gov; janice.hayes@minoritybuilders.org; JenniferCooper@polkfl.gov; Kellycarter@polk-county.net; muhammad.hashmi@copbfl.com; miriam.carrillo@copbfl.com; cflores@cityofpsl.com; Grant.Administrator@guardiancrm.com; cindy.trent@putnam-fl.gov; erinm@santarosa.fl.gov; cindy.emshoff@sarasotaFL.gov; Shyatt@scgov.net; ltourtchenko@scgov.net; ssmithwick@seminolecountyfl.gov; tdiaz@seminolecountyfl.gov; jharvey@sjcfl.us; mmyers@sjcfl.us; Emma.Velez@stlucieco.gov; cassandra.gallion@stpete.org; deandre.alston@stpete.org; denna.lafferty@sumtercountyfl.gov; SHahn@sunrisefl.gov; iblanco@sunrisefl.gov; sbarrington@suwanneeec.net; jean.amison@talgov.com; SIMONE.FLORES@tamarac.org; Abbye.Feeley@tampagov.net; sharon.diaz@tampagov.net; grants.coordinator@taylorcountygov.com; Franklin, Terrie; Davis, Tracy; sbarrington@suwanneeec.net; blouis@volusia.org; ecolee@volusia.org; tara.reynolds@accenture.com; bgeiger@mywakulla.com; ada.clark@ecrc.org; ada.clark@ecrc.org; grants@wellingtonfl.gov; astoops@wellingtonfl.gov; ksspence@wpb.org; jagreene@wpb.org; ccox@mywinterhaven.com; nhurley@mywinterhaven.com; Michael Chaney

Subject: SHIP Disbursement FY 2025-2026

Date: Tuesday, June 23, 2026 8:21:44 AM

Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image011.png
image012.png
image013.png
image014.png
image015.png
2025 26 SHIP Disbursement #5 DR.xlsx

All:

Each SHIP fiscal year, Florida Housing holds back $5 million for potential disaster funding under the statute. If those funds are not allocated to declared disasters, the funds are released at the end of the fiscal year based on the statutory population formula.

The attached chart details those additional payments which will be sent out on Thursday for deposit this Friday. We will update the total distribution amounts in the SHIP portal prior to any reporting needing to be completed.

As always, this email is being sent out to SHIP Primary contacts as listed in the SHIP portal system by you at the local level. We cannot add anyone to the distribution list. You can make changes to the contacts for your LG in the SHIP portal.

Robert Dearduff
Director of Special Programs

Robert.Dearduff@floridahousing.org
p. 850.488.4197
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301
www.FloridaHousing.org

Florida has a broad and inclusive public records law. This e-mail and any responses to it should be considered a matter of public record.

Disclaimer

Florida has a broad and inclusive public records law. This e-mail and any responses to it should be considered a matter of public record."

Budget Amendment/Transfer Form

Source of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
123-0000-335.51-00-SHIP00	SHIP00	STATE SHARED REVENUE/SHIP	$ 12,054	Budget Amendment
		Total	**$ 12,054**	

Use of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
123-1904-554.83-00-SHIP00	SHIP00	HOUSING & URBAN DEV/OTHER GRANT & AIDS	$ 1,205	Budget Amendment
123-5555-554.83-00-SHIP00	SHIP00	HOUSING & URBAN DEV/OTHER GRANT & AIDS	$ 10,849	Budget Amendment
		Total	**$ 12,054**	

Input Name:	Budget Office Approval:	Notes:
		Distribution of SHIP 25/26 Hold Back Disaster Funds per email from FHFC dated 06/24/26 - - 07/14/26 Regular City Council Meeting
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: **Acceptance of Easement from Forest Glen**

Department/Office: Public Works

Recommended Action:
Accept a utility easement for water and sewer infrastructure from Forest Glen located at 2001 South Street.

Summary Explanation & Background:

Forest Glen is a senior living facility under construction at 2001 South Street. The project has completed installation of the public water infrastructure and has received clearance from the Florida Department of Environmental Protection (FDEP) to place the system into service. As part of the utility acceptance process, the developer is conveying the public water infrastructure to the City of Titusville for ownership and maintenance. Utility easements are required to provide the City with legal access to operate, inspect, maintain, repair, and replace the publicly owned water infrastructure within the development.

Approval of these easements will ensure the City has the necessary legal rights to access and maintain its public water infrastructure, consistent with standard utility conveyance requirements. Obtaining these easements is a routine component of accepting publicly maintained infrastructure and is essential to preserving the long-term reliability of the City's water system and protecting public health and safety.

It is recommended that City Council approve a utility easement for water and sewer infrastructure from Forest Glen located at 2001 South Street.

Alternatives:

Item Budgeted:
NA

Source/Use of Funds/Budget Book Page:

NA

Strategic Plan:
Goal 2: Efficient & Effective Services
Goal 4: Economic Development

Strategic Plan Impact:
This action will result in provding access needed to properly maintain and secure important public utility infrastructure.

ATTACHMENTS:
1. Forest Glen - City of Titusville Utility Easement - Executed 6.19.26

This Instrument Prepared By:
Carlos Rosell
HTG Forest Glen Apartments, Ltd.
3225 Aviation Ave, 6th Floor
Coconut Grove, FL 33133

Parcel ID #: 22350400514

Reserved for Circuit Court

UTILITY EASEMENT

THIS INDENTURE, made and entered into this 19th day of June 2026, by and between, **HTG FOREST GLEN APARTMENTS, LTD.** a Florida limited partnership hereinafter called, collectively with its successors and assigns, "**GRANTOR**", and the **CITY OF TITUSVILLE, FLORIDA**, a municipal corporation, whose post office address is P.O. Box 2806, Titusville, Florida 32781-2806, hereinafter called "**GRANTEE**".

A. GRANTOR is the owner in fee simple of that certain property located in the City of Titusville, Brevard County, Florida described in Exhibit "A" (the "Easement Area") attached hereto and made a part hereof.

B. GRANTOR warrants and represents that it has clear and marketable title to the property and authority to execute this instrument.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the sum of One Dollar ($1.00), and other valuable consideration, receipt whereof is hereby acknowledged, the parties would agree and covenant as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated by reference and made a part of this Agreement.

2. Grant of Easement. The GRANTOR does hereby grant bargain, sell and convey to GRANTEE, its legal representatives and assigns, the nonexclusive right of easement over, across, under, and through the Easement Area situated in the City of Titusville, Brevard County, Florida, for the following purposes and subject to the following reservations of rights and the terms and conditions of this Agreement:

(a). A utility easement over, across, under, and through the Easement Area for the purpose of stormwater drainage and constructing, improving, repairing, maintaining, for stormwater and drainage of stormwater and the future installation of public utilities within the Easement Area, including, but not limited to, potable water and potable water mains and related improvements and structures.

(b). The easements granted in this agreement shall include the right of ingress and egress over other portions of GRANTOR's property and adjoining lands owned by the GRANTOR to the extent reasonably necessary to exercise the easement rights set forth herein.

The right of entry described herein for purposes of construction, maintenance, repair, and use of the facilities and improvements to be constructed and maintained within the Easement Area shall be without limitation or interruption. The rights granted herein shall include the right of the GRANTEE to assign its rights and obligations hereunder to one or more utility and service providers maintaining the facilities provided the rights herein granted shall not include the right of GRANTEE to grant new or additional rights or easements.

3. Perpetual Easement. The Easement Area created hereunder shall be considered perpetual.

4. Modification. There are no other agreements, promises or undertakings between the parties except as specifically set forth herein. No alterations, changes, modifications or amendments shall be made to this Agreement except in writing and signed by the parties hereto or their successors or assigns.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be signed in their name by their proper officers and their corporate seal to be affixed, attested by their Secretary on this 19 day of June, 2026.

Witness Signature (Grantor)

Print Name: Kathleen Haggerty
Address: 3225 Aviation Ave 6th floor, Miami FL 33133

Witness Signature (Grantor):

Print Name: Carlos Rosell
Address: 3225 Aviation Ave 6th floor, Miami FL 33133

Grantor: HTG FOREST GLEN APARTMENTS LTD.

Matthew Rieger
Print Name

Manager of SLP
Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 19th day of June, 2026, by Matthew Rieger as Manager of the Special Limited Partner of HTG Forest Glen Apartments Ltd. a Florida limited partnership, who is personally known to me or who has produced _____ as identification and did/did not take an oath.

Notary Public, State of Florida
My Commission expires:

KATHLEEN MARY HAGGERTY
MY COMMISSION # HH 533287
EXPIRES: September 30, 2028

EXHIBIT A
20.00' WIDE WATERLINE EASEMENT

LEGAL DESCRIPTION:

A PORTION OF THAT·CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 10413, PAGE 2905, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN THE SW 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, ·RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE NORTH LINE OF SAID PARCEL, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH STREET, SOUTH 87 DEGREES 15 MINUTES 38 SECONDS WEST, A DISTANCE OF 34.70 FEET TO THE POINT OF BEGINNING OF A 20.00 FOOT WIDE WATERLINE EASEMENT, SAID EASEMENT LYING 10.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH STREET, SOUTH 03 DEGREES 26 MINUTES 41 SECONDS WEST, A DISTANCE OF 44.72 FEET; THENCE SOUTH 15 DEGREES 10 MINUTES 57 SECONDS EAST, A DISTANCE OF 197.14 FEET; THENCE SOUTH 69 DEGREES 09 MINUTES 00 SECONDS WEST, A DISTANCE OF 11.18 FEET; THENCE SOUTH 23 DEGREES 14 MINUTES 47 SECONDS WEST, A DISTANCE OF 37.74 FEET; THENCE SOUTH 14 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 13.81 FEET TO A POINT NOW KNOW AS POINT "A"; THENCE SOUTH 14 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 289.84 FEET; THENCE NORTH 75 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 43.45 FEET TO POINT OF TERMINUS OF THIS EASEMENT.

TOGETHER WITH:

A 20.00 FOOT WIDE WATERLINE EASEMENT, SAID EASEMENT LYING 10.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, BEGINNING AT POINT "A" AS PREVIOUSLY DESCRIBED, THENCE SOUTH 74°16'44" WEST, A DISTANCE OF 60.38 FEET; THENCE SOUTH 15°28'06" EAST. A DISTANCE OF 3.30 FEET; THENCE SOUTH 73°28'04" WEST, A DISTANCE OF 10.83 FEET TO THE POINT OF TERMINUS OF THIS EASEMENT.

TOTAL EASEMENT AREA = 14,076 SQUARE FEET, OR 0.323 ACRES, MORE OR LESS.

GENERAL NOTES:

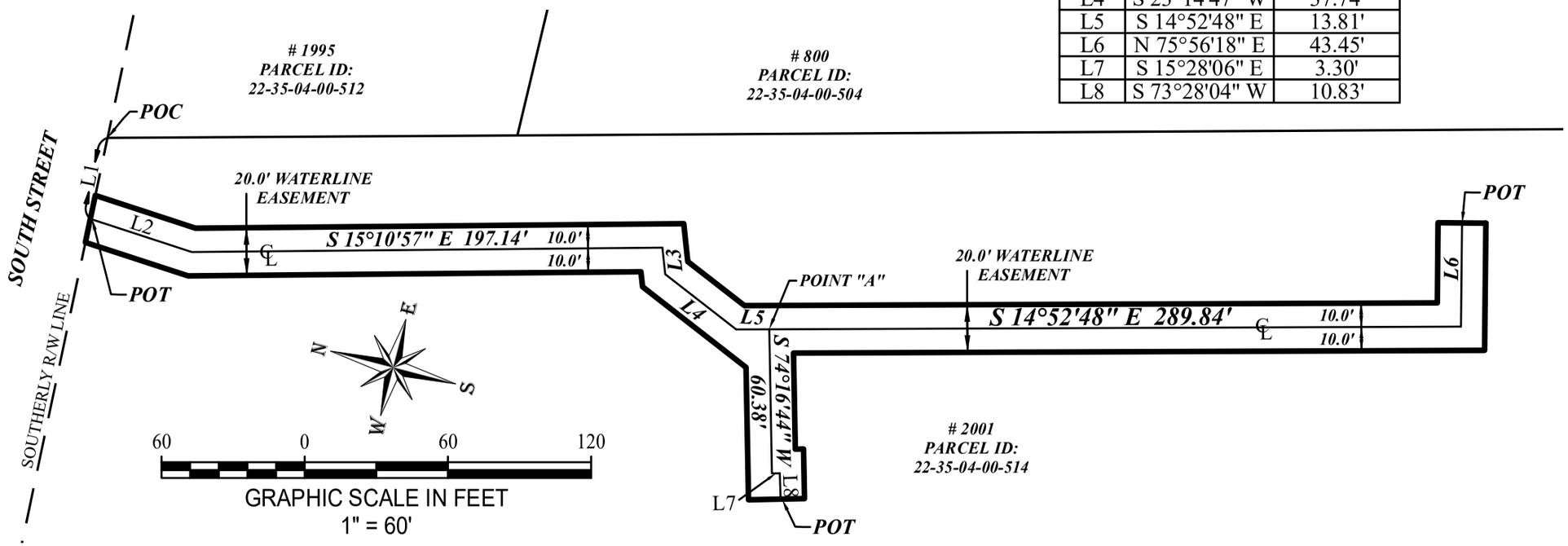
1. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT WITH THE BEARING ALONG THE SOUTH RIGHT OF WAY LINE OF SOUTH STREET BEING S 87° 18" 01" W. (FOR ANGLE MEASUREMENT ONLY).
2. LEGAL DESCRIPTION NEW PER A1A SURVEYING SERVICES LLC.

LEGEND:

FL	FLORIDA	OWB	OFFICE WORK BY
ID:	IDENTIFICATION	PG	PAGE
LB	LICENSED BUSINESS	POB	POINT OF BEGINNING
LC	LICENSED CORPORATION	POC	POINT OF COMMENCEMENT
LLC	LIMITED LIABILITY COMPANY	POT	POINT OF TERMINUS
LS	LICENSED SURVEYOR	R/W	RIGHT-OF-WAY
No.	NUMBER	℄	CENTERLINE

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 87°15'38" W	34.70'
L2	S 03°26'41" W	44.72'
L3	S 69°09'00" W	11.18'
L4	S 23°14'47" W	37.74'
L5	S 14°52'48" E	13.81'
L6	N 75°56'18" E	43.45'
L7	S 15°28'06" E	3.30'
L8	S 73°28'04" W	10.83'



THE FOREGOING SKETCH OF DESCRIPTION IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

04/07/2026
LS # 6378
David McMullen
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

OWB: BR
DATE: 04/09/26

MAP SUBJECT:
2001 South St.
Titusville, Florida
Forest Glen Apartments

SCALE: 1" = 60'
JOB No.: 25-103

PROJECT TYPE:
SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

CONSTRUCTION
RESIDENTIAL
COMMERCIAL

711 Pineland Trail LB 8673
Ormond Beach, FL 386.216.5730

EXHIBIT A (cont.)

20.00' WIDE WATERLINE EASEMENT

LEGAL DESCRIPTION:

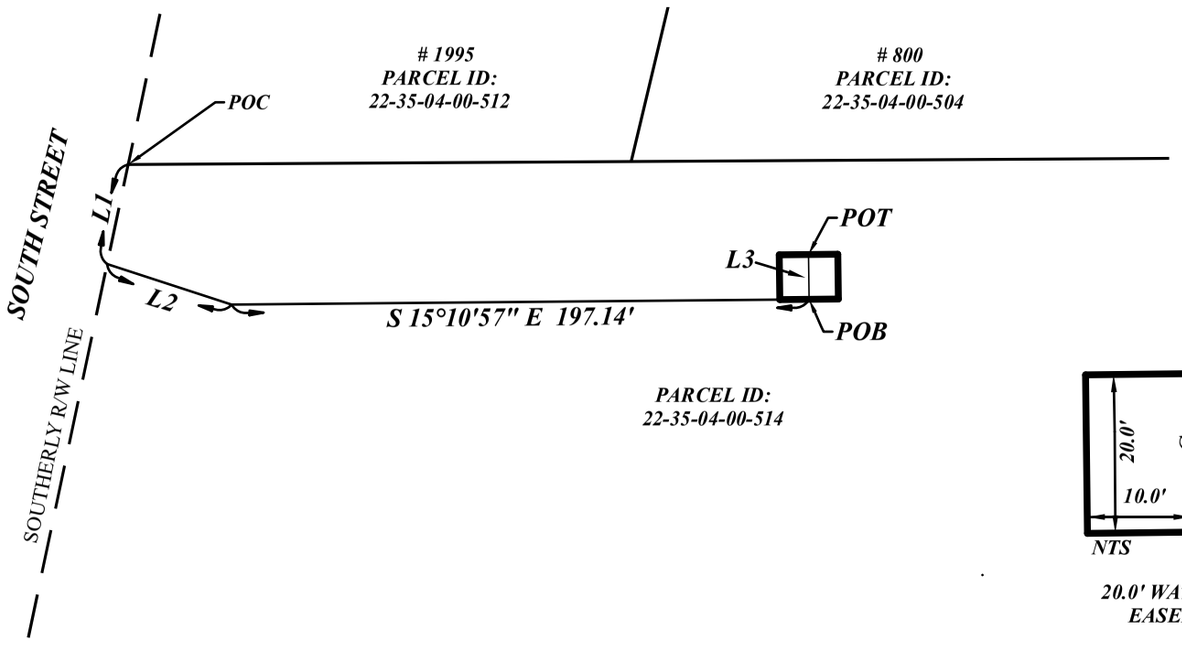
A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 10413, PAGE 2905, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN THE SW 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

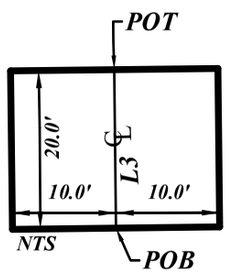
COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE NORTH LINE OF SAID PARCEL, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH STREET, SOUTH 87 DEGREES 15 MINUTES 38 SECONDS WEST, A DISTANCE OF 34.70 FEET THENCE DEPARTING SAID SOUTHERLY RIGHT- OF-WAY LINE OF SOUTH STREET, SOUTH 03 DEGREES 26 MINUTES 41 SECONDS WEST, A DISTANCE OF 44.72 FEET; THENCE SOUTH 15 DEGREES 10 MINUTES 57 SECONDS EAST, A DISTANCE OF 197.14 FEET TO THE POINT OF BEGINNING OF A 20.00 FOOT WIDE WATERLINE EASEMENT, SAID EASEMENT LYING 10.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; NORTH 74°41'58" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF TERMINUS.

TOTAL EASEMENT AREA = 153 SQUARE FEET, OR 0.004 ACRES, MORE OR LESS.

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 87°15'38" W	34.70'
L2	S 03°26'41" W	44.72'
L3	N 74°41'58" E	20.00'





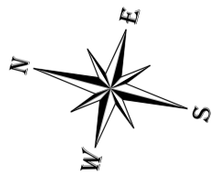
20.0' WATERLINE EASEMENT

GENERAL NOTES:

1. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT WITH THE BEARING ALONG THE SOUTH RIGHT OF WAY LINE OF SOUTH STREET BEING S 87° 18" 01" W. (FOR ANGLE MEASUREMENT ONLY).
2. LEGAL DESCRIPTION NEW PER A1A SURVEYING SERVICES LLC.

LEGEND:

FL	FLORIDA	OWB	OFFICE WORK BY
ID:	IDENTIFICATION	PG	PAGE
LB	LICENSED BUSINESS	POB	POINT OF BEGINNING
LC	LICENSED CORPORATION	POC	POINT OF COMMENCEMENT
LLC	LIMITED LIABILITY COMPANY	POT	POINT OF TERMINUS
LS	LICENSED SURVEYOR	R/W	RIGHT-OF-WAY
No.	NUMBER	℄	CENTERLINE
NTS	NOT TO SCALE		



60 0 60 120

GRAPHIC SCALE IN FEET
1" = 60'

THE FOREGOING SKETCH OF DESCRIPTION IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

04/07/2026
LS # 6378
David McMillen

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

OWB: BR
DATE: 04/09/26

MAP SUBJECT:
2001 South St.
Titusville, Florida
Forest Glen Apartments

SCALE:	JOB No.:
1" = 60'	25-103

PROJECT TYPE:

SKETCH
OF
DESCRIPTION

THIS IS NOT A SURVEY

CONSTRUCTION

RESIDENTIAL COMMERCIAL

711 Pineland Trail LB 8673
Ormond Beach, FL 386.216.5730

EXHIBIT A (cont.)

20.00' WIDE
WATERLINE EASEMENT

LEGAL DESCRIPTION:

A PORTION OF THAT·CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 10413, PAGE 2905, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN THE SW 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, ·RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE NORTH LINE OF SAID PARCEL, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH STREET, SOUTH 87 DEGREES 15 MINUTES 38 SECONDS WEST, A DISTANCE OF 34.70 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH STREET, SOUTH 03 DEGREES 26 MINUTES 41 SECONDS WEST, A DISTANCE OF 44.72 FEET; THENCE SOUTH 15 DEGREES 10 MINUTES 57 SECONDS EAST, A DISTANCE OF 197.14 FEET; THENCE SOUTH 69 DEGREES 09 MINUTES 00 SECONDS WEST, A DISTANCE OF 11.18 FEET; THENCE SOUTH 23 DEGREES 14 MINUTES 47 SECONDS WEST, A DISTANCE OF 37.74 FEET; THENCE SOUTH 14 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 304.83 FEET; THENCE NORTH 75 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 38.29 FEET TO THE POINT OF BEGINNING OF A 20.00 FOOT WIDE WATERLINE EASEMENT, SAID EASEMENT LYING 10.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; NORTH 75 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF TERMINUS OF THIS EASEMENT.

TOTAL EASEMENT AREA = 400 SQUARE FEET, OR 0.009 ACRES, MORE OR LESS.

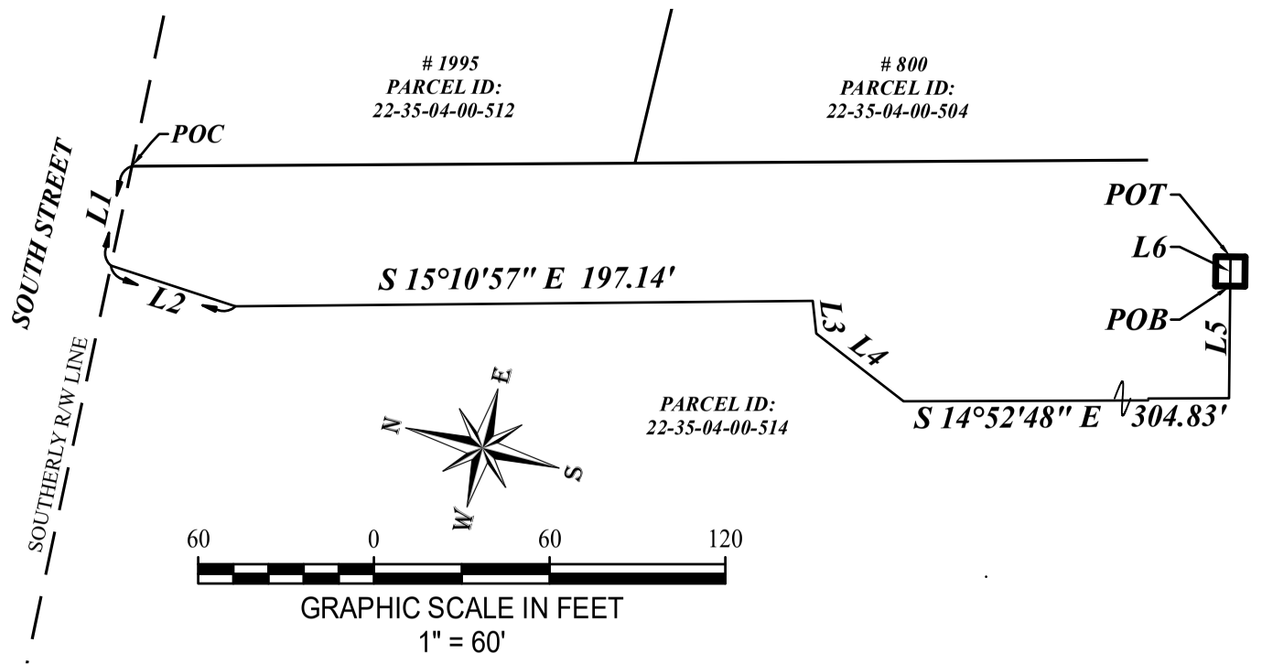
GENERAL NOTES:

1. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT WITH THE BEARING ALONG THE SOUTH RIGHT OF WAY LINE OF SOUTH STREET BEING S 87° 18" 01" W. (FOR ANGLE MEASUREMENT ONLY).

2. LEGAL DESCRIPTION NEW PER A1A SURVEYING SERVICES LLC.

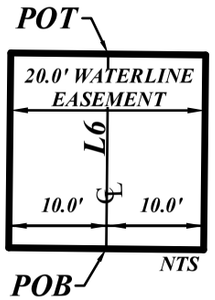
LEGEND:

FL	FLORIDA	OWB	OFFICE WORK BY
ID:	IDENTIFICATION	PG	PAGE
LB	LICENSED BUSINESS	POB	POINT OF BEGINNING
LC	LICENSED CORPORATION	POC	POINT OF COMMENCEMENT
LLC	LIMITED LIABILITY COMPANY	POT	POINT OF TERMINUS
LS	LICENSED SURVEYOR	R/W	RIGHT-OF-WAY
No.	NUMBER	℄	CENTERLINE
NTS	NOT TO SCALE		



LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 87°15'38" W	34.70'
L2	S 03°26'41" W	44.72'
L3	S 69°09'00" W	11.18'
L4	S 23°14'47" W	37.74'
L5	N 75°56'18" E	38.29'
L6	N 75°56'18" E	20.00'



THE FOREGOING SKETCH OF DESCRIPTION IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

04/07/2026
LS # 6378
David McMillen
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

OWB: BR
DATE: 04/07/26
MAP SUBJECT:
2001 South St.
Titusville, Florida
Forest Glen Apartments
SCALE: 1" = 60'
JOB No.: 25-103

PROJECT TYPE:
SKETCH
OF
DESCRIPTION

THIS IS NOT A SURVEY

CONSTRUCTION
RESIDENTIAL
COMMERCIAL

711 Pineland Trail LB 8673
Ormond Beach, FL 386.216.5730

EXHIBIT A (cont.)

20.00' WIDE WATERLINE EASEMENT

LEGAL DESCRIPTION:

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 10413, PAGE 2905, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN THE SW 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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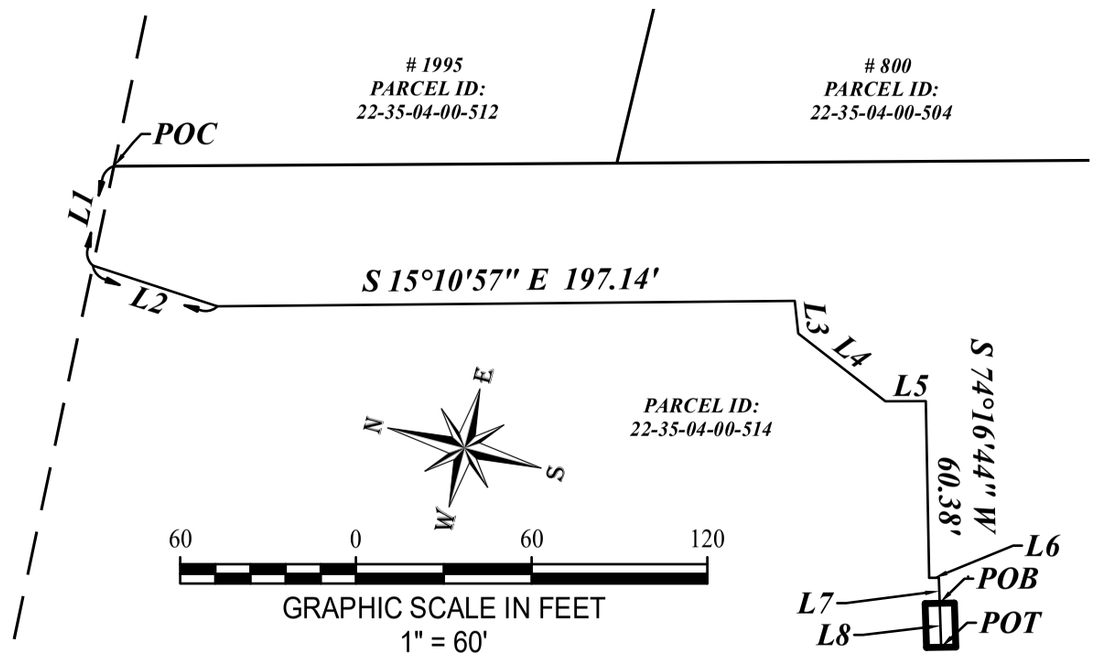
TOTAL EASEMENT AREA = 149 SQUARE FEET, OR 0.003 ACRES, MORE OR LESS.



GENERAL NOTES:

1. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT WITH THE BEARING ALONG THE SOUTH RIGHT OF WAY LINE OF SOUTH STREET BEING S 87° 18" 01" W. (FOR ANGLE MEASUREMENT ONLY).
2. LEGAL DESCRIPTION NEW PER A1A SURVEYING SERVICES LLC.

LEGEND:

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LLC	LIMITED LIABILITY COMPANY	POT	POINT OF TERMINUS
LS	LICENSED SURVEYOR	R/W	RIGHT-OF-WAY
No.	NUMBER	℄	CENTERLINE
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LINE TABLE:

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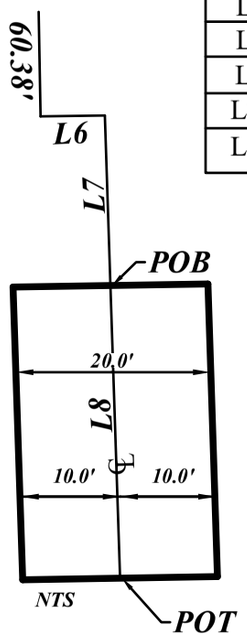
L3	S 69°09'00" W	11.18'
L4	S 23°14'47" W	37.74'
L5	S 14°52'48" E	13.81'
L6	S 15°28'06" E	3.30'
L7	S 73°28'04" W	8.73'
L8	S 73°28'04" W	15.04'



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04/07/2026
LS # 6378
David McMillen
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

OWB: BR
DATE: 04/07/26

MAP SUBJECT:
2001 South St.
Titusville, Florida
Forest Glen Apartments

SCALE: 1" = 60'
JOB No.: 25-103

PROJECT TYPE:
SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

CONSTRUCTION
RESIDENTIAL
COMMERCIAL

711 Pineland Trail LB 8673
Ormond Beach, FL 386.216.5730

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Liquid Aluminum Sulfate**

Department/Office: Public Works

Recommended Action:

Approve the award of the bid to Univar Solutions USA, LLC for the annual purchase of liquid aluminum sulfate in the estimated amount of $29,360 per fiscal year, not to exceed the budgeted amount, and authorize the issuance of the purchase order.

Summary Explanation & Background:

On April 30, 2026, the City issued Bid No. PO-26-B-042 to 162 suppliers for the purchase of Liquid Aluminum Sulfate at the Osprey waterwater plant. Liquid aluminum sulfate (commonly called alum) is a treatment chemical used in wastewater treatment, its primary purpose is to remove phosphorus, but it also improves solids removal and overall treatment performance.

City staff included 26 known suppliers in the solicitation, resulting in 14 planholders. Five (5) submittals were received and publicly opened on May 21, 2026, with one being determined to be incomplete and one no-bid. The resulting bid tabulation is below:

Vendor	Bid Total
Univar Solutions USA, LLC	$29,360.00
Chemtrade Chemicals US, LLC	$32,640.00
C & S Chemicals	$52,000.00

It is recommended that City Council approve the award of the bid to Univar Solutions USA, LLC for the annual purchase of liquid aluminum sulfate in the estimated amount of $29,360 per fiscal year, not to exceed the budgeted amount, and authorize the issuance of the purchase order.

Alternatives:

Do not award and rebid

Item Budgeted:

Yes, Water Reclamation Operating Accounts

Source/Use of Funds/Budget Book Page:
401-1618-536.52-01 Water Rrclamation $29,360

Strategic Plan:
Goal 2: Efficient & Effective Services

Strategic Plan Impact:
Purchasing of necessary chemicals to operate the wastewater plant

ATTACHMENTS:
1. PO-26-B-042MG Bid Tabulation
2. PO-26-B-042MG_Univar Solutions

SOLICITATION TITLE: LIQUID ALUMINUM SULFATE
SOLICITATION #: PO-26-B-042MG
OPENING DATE/TIME: May 21, 2026 @ 3:00pm
POSTING DATE/TIME: May 22, 2026 @ 4:30pm

			Univar Solutions USA, LLC		Chemtrade Chemicals US, LLC		C & S Chemicals	
Item	Description	ESTIMATED ANNUAL QUANTITY IN GALLONS	UNIT PRICE PER GALLON	Total Extended $	UNIT PRICE PER GALLON	Total Extended $	UNIT PRICE PER GALLON	Total Extended $
1	Liquid Aluminum Sulfate (Liquid Alum) Commercial Grade, CAS 10043-01-3 48.5%	16000	$1.835	$29,360.00	$2.04	$32,640.00	$3.25	$52,000.00
		GRAND TOTAL BID PRICE ► ►	$29,360.00		$32,640.00		$52,000.00	
		MINIMUM REQUIRED DELIVERY IN GALLONS ► ►	1500		1250		1000	

Non-Responsive Bids: Hawkins Inc. submitted an Incomplete bid and Brenntag Mid-South, LLC submitted a No-bid

Additional notes:

INTENDED AWARD: Univar Solutions USA, LLC

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

INITIALS: MBG / lar

Summary Tabsheet ITB #PO-26-B-042MG LIQUID ALUMINUM SULFATE Opened: May 21, 2026 @ 3:00pm Posted: May 22, 2026 @ 4:30pm		Bidders: Name Address Contact Name Contact Number Contact Email	Univar Solutions USA, LLC 8201 S. 212th St. Kent, WA 98032 muniteam-west@univarsolutions.com 253-872-5023		Chemtrade Chemicals US, LLC 90 East Halsey Rd. Suite 200 Parsippany, NJ 07054 bids@chemtradelogistics.com 800-441-2659		C & S Chemicals 100 Mansell Ct. E, Ste 615 Roswell, GA 30076 bids@candschemicals.com 770-977-2669	
	Legend: Intended Award:	X	X					
BIDDERS CHECKLIST FOR RESPONSIVENESS								
1	Signed & Notarized Cover Page		X		X		X	
2	Product SDS Sheet		X		X		X	
3	Bid Form and Price Proposal Form		X		X		X	
4	Addendum Acknowledgement Form		X		X		X	
5	Bidder Qualification Questionnaire / References		X		X		X	
6	Public Entity Crimes		X		X		X	
7	Drug-Free Workplace Certification		X		X		X	
8	Scrutinized Companies Affidavit		X		X		X	
9	E-Verify Affidavit		X		X		X	
10	Non-Collusion Affidavit		X		X		X	
11	Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion		X		X		X	
12	Foreign Influence Disclosure Form		X		X		X	
13	Human Trafficking Affidavit		X		X		X	
LINE ITEMS								
Item	Description	ESTIMATED ANNUAL QUANTITY IN GALLONS	Unit $	Total $	Unit $	Total $	Unit $	Total $
1	Liquid Aluminum Sulfate (Liquid Alum) Commercial Grade, CAS 10043-01-3 48.5%	16000	$1.835	$29,360.00	$2.040	$32,640.00	$3.250	$52,000.00
	MINIMUM REQUIRED DELIVERY IN GALLONS ►►		1500		1250		1000	
GRAND TOTAL BID AMOUNT								
GRAND TOTAL ►►			$29,360.00		$32,640.00		$52,000.00	

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Univar Solutions USA LLC
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-872-5041
www.univarsolutions.com

May 13, 2026

City of Titusville
Purchasing & Contracting Division
555 South Washington Avenue, 2nd Floor
Titusville, FL 32796

RE: Invitation to Bid – Liquid Aluminum Sulfate – ITB PO-26-B-042MG

To Purchasing:

Univar Solutions USA LLC is pleased to offer a price quote on your ITB due Thursday, May 1, 2026, and has done so on the attached required paperwork.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

If any bid tabulations/ results are sent out – please use this information for us, and whichever method you prefer. We have also included a self-addressed stamped envelope if you prefer to mail a copy.

Thank you,

Stacy Ziegler
Municipal Specialists
Univar Solutions USA LLC
muniteam-west@univarsolutions.com
www.univarsolutions.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

Univar Solutions USA LLC
6049 Old 41A Hwy
Tampa, FL 33619

UnivarSolutions
Innovate. Grow. Together.

GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 8:00 am – 5:00 pm

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours emergency phone – 24- hour response:

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: 813-677-8416

Office Fax: 813-672-4676

Customer Service/Order Desk custsolsatlantic@univarsolutions.com

Branch Operations Manager Damon Blue – damon.blue@univarsolutions.com

Freddie Franks – Freddie.franks@univarsolutions.com

Office Phone: 813-677-0497

For anything pertaining to bids:

Please send all bid packets/documents to:
(Unless otherwise specified)

Univar Solutions USA LLC
Attn: Muni Team
8201 South 212th Street
Kent, WA 98032

Contacts: muniteam-west@univarsolutions.com

Stacy Ziegler
Municial Specialist
Phone: (253) 872-5023
Fax: (253) 872-5041
stacy.ziegler@univarsolutions.com

Roise Holiday
Sr. Municipal Specialist
(253) 872-5068 (253)
872-5041
roise.holiday@univarsolutions.com

Jennifer Perras
Sr. Municipal Specialist
(253) 872-5040 (253)
872-5041
jennifer.perras@univarsolutions.com

Remittance Address:

Univar Solutions USA LLC
62190 Collections Center Drive
Chicago, IL 60693-0621

Standard Payment Terms:

Net 30 Days

UnivarSolutions

CERTIFICATE OF SECRETARY

I, Alexandra Colin, hereby certify that:

1. I am the duly elected, qualified and acting Senior Vice President, Chief Legal Officer and Corporate Secretary of Univar Solutions USA LLC, a Washington Limited Liability Company (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.

2. The persons below are authorized to execute, for and on behalf of the Company, written municipal bids, municipal proposals and contracts for the sale or other disposition of products up to $2.5 million handled by the Company.

Shawnsey McCarthy – Municipal Commercial Manager
Victoria Meakim – Municipal Speciality
Roise Holiday-Henry – Municipal Specialist
Jennifer Perras – Senior Municipal Specialist
Shelley Riggle – Municipal Specialist
Stacy Ziegler – Municipal Specialist
Raven Claudio – Municipal Specialist
Ileana Caballero – Municipal Specialist

IN WITENESS WHEREOF, I have executed this Certificate of Secretary of the Company on this 8th day of April 2026.

A. Colin

Alexandra Colin
Senior Vice President, Chief Legal Office & Corporate Secretary

State of Illinois)
)
County of DuPage)

This Certificate of Secretary was signed and sworn before me on this 8th day of April 2026 by Alexandra Colin, Senior Vice President, Chief Legal Officer and Corporate Secretary of Univar Solutions USA LLC.

Seal

"OFFICIAL SEAL"
SARAH JAVED
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/14/2027

Sarah Javed
Notary Public
My commission expires March 14, 2027

Mission Statement

Univar sets out to be the preferred quality partner for the distribution of chemicals and services. We combine economic success with social and environmental responsibility.

Vision Statement

Be the benchmark of excellence.

Quality Policy

Univar Solutions USA LLC is committed to the success of our customers and supplier/partners by providing value-added products and services that consistently meet requirements. In the spirit of innovation, management encourages full employee participation in the continuous review and improvement of Univar's business process and its total quality process.

Statement of Core Values

- *Safety: Safety is the first priority, the most important aspect of our work.*
- *Continuous Improvement: We will improve results for all our stakeholders by doing the right things better every time.*
- *Employees: We respect and value every employee and are committed to support and develop each other personally and professionally.*
- *Environment: We are committed to protecting the health and well being of our employees, our customers, the community and the environment.*
- *Ethics: We treat every individual in our business and personal practices ethically with integrity and honesty.*
- *Leadership: Each of us strives to lead and motivate by example and consistently live up to these core values. We coach, train, develop and empower employees to reach their full potential.*

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
15th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	ACE Fire Underwriters Insurance Co.	20702
INSURER C:	Indemnity Insurance Co of North America	43575
INSURER D:	Illinois Union Insurance Company	27960
INSURER E:		
INSURER F:		

INSURED
Univar Solutions USA LLC
3075 Highland Parkway Suite 200
Downer's Grove IL 60515 USA

COVERAGES **CERTIFICATE NUMBER:** 570106225247 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			XSLG48983340 SIR applies per policy terms & conditions	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$3,000,000 $3,000,000 Excluded $3,000,000 $3,000,000 $3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H11357362 Commercial Auto	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $5,000,000			XCEG27380566012	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLRC72794515 AOS SCFC72794527 WI	06/01/2025 06/01/2025	06/01/2026 06/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED STATUS PROVIDED FOR ALL OF THE ABOVE POLICIES (EXCEPT WORKERS COMP) & WAIVER OF SUBROGATION IS AWARDED AS REQUIRED BY WRITTEN CONTRACT.

Certificate No :

CERTIFICATE HOLDER

Univar Solutions USA LLC
3075 Highland Parkway Suite 200
Downer's Grove IL 60515 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 570000014538
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Univar Solutions USA LLC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				MMT H11357404 Truckers Liability	06/01/2025	06/01/2026	Combined Single Limi	$5,000,000
	WORKERS COMPENSATION							
A		N/A		WCUC72794539 Excess WC--CA OH OR,WA SIR applies per policy terms & conditions	06/01/2025	06/01/2026		

ACORD 101 (2008/01)

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Invitation to Bid
Bid Acknowledgement
This is not an order!

SUBMIT SEALED BID TO:

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

FLORIDA TAX EXEMPT #85-8012621749C-1

FEDERAL TAX EXEMPT #59-6000523

Release Date:	Bid Number:
April 30, 2026	PO-26-B-042MG

BIDS RECEIVED AFTER BELOW DATE AND TIME WILL NOT BE ACCEPTED

Procurement Analyst: Matthew Gantz

Bid Title: Liquid Aluminum Sulfate

Bid opening Date and Time: May 21, 2026 @ 3:00p.m.

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing and Contracts, 555 Washington Ave, Titusville, FL 32796 ,or at the Euna OpenBids.* website

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

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Scope of Work, proposed Agreement, and any/all other documents accompanying or made part of this bid invitation.

- I hereby propose to furnish the services specified in the invitation at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate all received bids.
- I certify that all information contained herein is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.
- I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor.
- In submitting a bid to the City of Titusville, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the City of Titusville all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Titusville. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Contractor.

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

Legal Name of Contractor:	Business Address:
Univar Solutions USA, LLC	8201 S. 212th St., Kent, WA 98032
Telephone Number:	**FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN.):**
253.872.5023	91-1347935

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

Stacy Ziegler
NAME (PRINTED)

Municipal Specialist
TITLE

5/13/2026
DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

STATE OF Washington COUNTY OF King

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

this 13th day of May (month), 2026 (year), by Stacy Ziegler (name of person acknowledging)

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

_____
(Signature of Notary Public - State of Florida)

Personally Known OR Produced Identification Type of Identification Produced: Known

BOND DATA

CONTRACTOR MUST PROVIDE

Yes ☐	No ☑	BID BOND	AMOUNT:
Yes ☐	No ☑	PERFORMANCE BOND	
Yes ☐	No ☑	LABOR, MATERIAL, PERFORMANCE BOND	

Notary Public
State of Washington
JENNIFER M. PERRAS
LICENSE # 178340
MY COMMISSION EXPIRES
APRIL 24, 2027

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

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

LIQUID ALUMINUM SULFATE
INVITATION TO BID #PO-26-B-042 MG

Table of Contents

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BIDDER CHECKLIST

The following items included are required to be included with the submittal. Failure to submit any items indicated may result in rejection of the bid.

Solicitation Front Documents

☒ Signed & Notarized Cover Page

Supplemental Requirements

☒ **Product SDS sheet**

Attachment A – Price Sheet

☒ Price Proposal Form

Attachment B – Required Forms

☒ Addendum Acknowledgement Form

☒ Questionnaire Form

☒ Public Entity Crimes Affidavit

☒ Drug Free Workplace Certification

☒ Scrutinized Company List Affidavit

☒ E-Verify Affidavit

☒ Form of Non-Collusion Affidavit

☒ Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion

☒ Foreign Influence on Contracts or Grants

☒ Human Trafficking Affidavit

The City's State Tax Exemption number is 85-80126221699C-3; the FEID number is 59-6000440.

SECTION I – INTRODUCTION & INSTRUCTION TO BIDDERS

1. INTRODUCTION

The City of Titusville, on behalf of the Public Works Department, is soliciting sealed bids from qualified firms to establish firm fixed price, including all necessary labor, materials, equipment, tools, consumables, transportation, and supervision necessary for the purchase and delivery of Liquid Aluminum Sulfate.

2. INFORMATION AND CLARIFICATION

For information concerning procedures for responding to this bid, contact Matthew Gantz, Purchasing and Contracts at phone number (321) 567-3735 or email: Matthew.Gantz@titusville.com. Such contact shall be for clarification purposes only. Material changes, if any, to the submittal requirements will be transmitted by written addendum. No interpretation of the meaning of the bid, any corrections of any ambiguity, inconsistency, or error therein, will be made by any bidder orally. Every request for such interpretation must be in writing addressed to the attention of the assigned Purchasing & Contracting staff member via the e-mail address listed above. The City shall not be bound by oral explanations or instructions given at any time during competitive process or afterward.

All requests for clarification must be received in writing no later than seven (7) calendar days prior to the date for opening of the bids. All such interpretations and supplemental instructions will be in the form of written addendum to the bid. Only the interpretation or correction given by the Purchasing and Contracting Department representative in writing through an addendum shall be binding. Bid documents may be downloaded from Euna OpenBids or by emailing a request to the Purchasing & Contracting contact listed above.

3. PREPARATION OF BIDS

Bidders are expected to examine this bid packet including all instructions, technical specifications, and Attachments (if applicable). Failure to do so will be at bidder's risk.

All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person authorized to sign the bid. An official officer or authorized employee of the firm must sign all bid documents. Obligations assumed by such signature must be fulfilled.

Each bidder should furnish the information required on the bid forms and submit a complete packet. The City shall not be liable for any cost incident to the preparation of responses, materials, reproductions, presentation, copyright infringement, etc

Unit price for each item bid shall be shown and such price shall include packing in accordance with the general or any special conditions, unless otherwise specified. A total shall be entered into the amount column for each item bid. In case of discrepancy between a unit price and the extended price, the unit price will be presumed to be correct.

Pursuant to city policy, failure of a Supplier to advise the city of bid discrepancies in order to gain a competitive advantage may be grounds for cancelation of any contract or purchase order awarded under this bid.

4. **SUBMITTAL**

Bids shall be received by the City's Purchasing & Contracting Office, City Hall, 555 South Washington Avenue, Titusville, Florida, 32796 no later than **3:00 p.m**. local time **May 21, 2026**, at which time and date all bids duly submitted will be publicly opened and names of firms submitting bids read aloud in the City Council Chambers. No further details of the contents shall be disclosed until notice of intent of award or thirty (30) calendar days after opening of bids, whichever comes first, in accordance with Chapter 119.71, Florida Statutes. Bids must be submitted on the City format to be considered. The official time clock will be the date and time stamp when received in the Purchasing & Contracting Office. All bids received after the opening date and time will be considered invalid and rejected. It is the Bidder's responsibility to ensure that their Bid response is received prior to the deadline.

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

If submitting hard copies, bids shall be submitted in **one (1) paper copy and one (1) digital copy** saved on a USB flash drive or compact disc (CD/DVD) in searchable Adobe Portable Document Format (.pdf), .ZIP file format, and Excel (.xls or .xlsx) format when the price sheet is provided in Excel, with minimum resolution of 300dpi, in a **SEALED** envelope or box. All submittals must be received no later than the above said date and time. The material should be in the same sequence or order as organized within the bid packet..

Sealed bids must be clearly marked on the outside as follows:

"Bid Title: LIQUID ALUMINUM SULFATE"
ITB# PO-26-B-042 MG
and returned to:
City of Titusville – City Hall
Purchasing and Contracting Department
555 S. Washington Ave., 2nd floor.
Titusville, FL 32796

Note: Please ensure if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing & Contracting on the 2nd floor at the above address. **Bidders are advised that the U.S. Postal Service 1st class and Express mail is delivered to a centralized mail room and is not delivered directly to the Purchasing & Contracting Office. Delivery via the USPS is at the bidder's risk.**

The contents of this bid, insurance requirements, and all provisions of the successful bid deemed pertinent by the City shall be incorporated into the agreement and shall become legally binding.

5. **CONE OF SILENCE**

Communication: Please note that to ensure proper and fair evaluation of proposals, after the solicitation is issued by the City, any communication initiated by the Proposer to any City Council member or City employee, other than the City's Purchasing and Contracting Staff in order to obtain information or clarification needed to develop a proper and accurate proposal, is prohibited.

Communication with any other staff besides the Purchasing & Contracting staff shall not only be grounds to reject/disqualify a Proposer in this procurement but also may be grounds for disqualifying the offending Proposer from consideration on any future proposal.

SECTION II - SPECIAL CONDITIONS

1. **TERM**

The term of the resulting contract shall be for one (1) year from the effective date or upon contract execution with four (4) consecutive one-year administrative renewal options upon mutual written consent of both parties prior to expiration of term and is subject to successful negotiations and satisfactory performance evaluation. Annual obligations are subject to City Council budget appropriations each fiscal year: October 1 – September 30.

The contents of this bid, insurance requirements, and all provisions of the successful bid deemed pertinent by the City shall be incorporated into the agreement and shall become legally binding.

2. **MINIMUM QUALIFICATIONS**

Bidders shall be properly licensed to conduct business in the State of Florida. The Contractor will be required to secure, at its own expense, and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed.

Contractor shall comply with all Florida Department of Health (DOH) and Florida Department of Environmental Protection (FDEP) requirements applicable to drinking water treatment chemicals, including NSF/ANSI Standard 60 certification, product documentation, safe off-loading procedures, and prevention of cross-contamination. Contractor shall also comply with all FDOT and U.S. Department of Transportation hazardous material transport regulations, including vehicle placarding, driver licensing, equipment standards, and spill reporting requirements.

3. **NON-EXCLUSIVE AGREEMENT**

Awards resulting from this Invitation to Bid do not establish an exclusive agreement for the indicated services and does not preclude the City from entering into additional and/or separate agreements for similar services, utilizing existing contracts for similar services, or acquiring emergency services as determined by the City to be required.

4. **AWARD**

Provided the Bid price is reasonable and in the best interest of the City to accept , an award will be made to the Bidder who submits a bid that substantially complies with the provisions of the Invitation to Bid with the lowest price and is determined, by the City, to

be the most responsible and responsive Bid. The City further reserves the right to consider other factors such as, but not limited to, the quality of products being offered, delivery terms, discounts, and reference results, in determining the most advantageous bid response. The Bidder hereby proposes and agrees, if their Bid submittal is accepted, to enter into an agreement with the City of Titusville and accept a blanket purchase order authorizing work and payment upon completion of work as assigned. The blanket purchase order will reference this bid number and become part of the contract documents. The provisions contained in this bid will be considered firm and binding. Both parties agree to abide by them for all work assigned.

5. **PRICING/INVOICING**

All prices must be firm for the initial twelve (12) months of service. Bids stipulating "price in effect at time of shipment" or other similar conditions will be considered not responsive to the Bid invitation and will not be accepted. Price escalation/de-escalation request may be submitted for approval to the Purchasing & Contracting Administrator 60 days prior to the expiration of the current term. All requests for escalations shall include supplier documentation as supporting data for the request to be considered by the City. Any price change shall be negotiated and mutually agreed upon in writing by both parties.

6. **AMENDMENTS/CHANGE ORDERS**

The City may make changes to the resulting Agreement by adding to or deducting from the services without liability to the Contractor, except for the reasonable cost of any additional services approved by the City in writing. All such work within the capacity of the Contractor to perform shall be performed pursuant to the terms herein.

7. **DELIVERY**

1. All deliveries shall be F.O.B destination to the City's Water Resources facility located at 1105 Buffalo Rd., Titusville, FL 32796. Hours for deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of City holidays listed below:

New Year's Day

Martin Luther King, Jr. Day

Memorial Day

Independence Day

Labor Day

Thanksgiving (Friday after)

Christmas (Christmas Eve as observed)

8. **COMPLIANCE WITH LAW**

The Contractor expressly agrees to comply with all known laws and regulations relating to providing services under this Agreement. The failure of the Contractor to adhere to any known law or regulation pertaining to furnishing services under this Agreement shall constitute a material breach of this Agreement.

9. **CONTRACTOR PERSONNEL**

The Contractor shall only assign trained and experienced staff to perform the services under this contract. All personnel working on site at City facilities must wear a uniform shirt and/or

employee identification badge that clearly indicates the company name and preferably the employee's name. Contractor personnel working at secure locations including (but not limited to) Water Production and Reclamation facilities shall sign-in and out with City personnel. To provide optimal service, Contractor will call the point of contact on the order prior to arrival to confirm available staff assistance when needed.

6. **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

INDEMNIFICATION:

The City shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the City is contracting hereunder, provided such is caused in whole or in part by any negligent act, intentional act, or error and omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE:

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

Commercial General Liability Insurance - coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.

Auto Liability Insurance - covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.

Workers' Compensation and Employers Liability Insurance - Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable. All workers' compensation policies must

include coverage for employer liability of $500,000 for each accident and each disease.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) calendar days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) calendar days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.
THE CITY RESERVES THE RIGHT TO CHANGE OR MODIFY LIMITS OF LIABILITY OR COVERAGE FOR PROJECTS OF AN UNUSUAL SIZE OR RISK.

SECTION III – SCOPE OF SERVICES

INTENT

The City of Titusville intends to enter into an agreement with a qualified licensed firm to supply and delivery Liquid Aluminum Sulfate, **CAS 10043-01-3 48.5%, commercial grade** for the City's Public Works Utility – Water Resources operations. The awarded firm shall provide Firm Fixed pricing to include all necessary labor, materials, equipment, tools, consumables, transportation, fuel charges, and supervision necessary to supply and deliver to the City's Facility located at 1105 Buffalo Road, Titusville, FL 32796.

BACKGROUND

The City first issued a solicitation in 2023 for purchase and delivery, which was

awarded to Univar Solutions USA, Inc. The total estimated annual consumption is 16,000 gallons.

SCOPE OF SERVICES AND PRODUCT

1. Bulk deliveries will be approximately 1,000 to 1,500 gallons, delivered to City Facility.

2. Bidder must provide at minimum, 20 feet of dispensing hose to access the fill port on the tank. The Contractor's transport provider is responsible for matching our receiving tank equipment with the proper tank truck discharge system as seen in images below on pages 10 and 11.

3. The City's Alum storage tank has a maximum capacity of 2000 gallons. The Contractor will be responsible for ensuring the tank is not filled beyond this level as it will overflow into the retention basin. The City will not pay for any waste.

4. The Contractor must supply S.D.S. (Safety Data Sheets) on the product.

5. A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

6. Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary to prevent the City from running out of referenced chemicals in less than 36 hours. City shall endeavor to minimize the number of "emergency" deliveries by forecasting and ordering as need in advance.

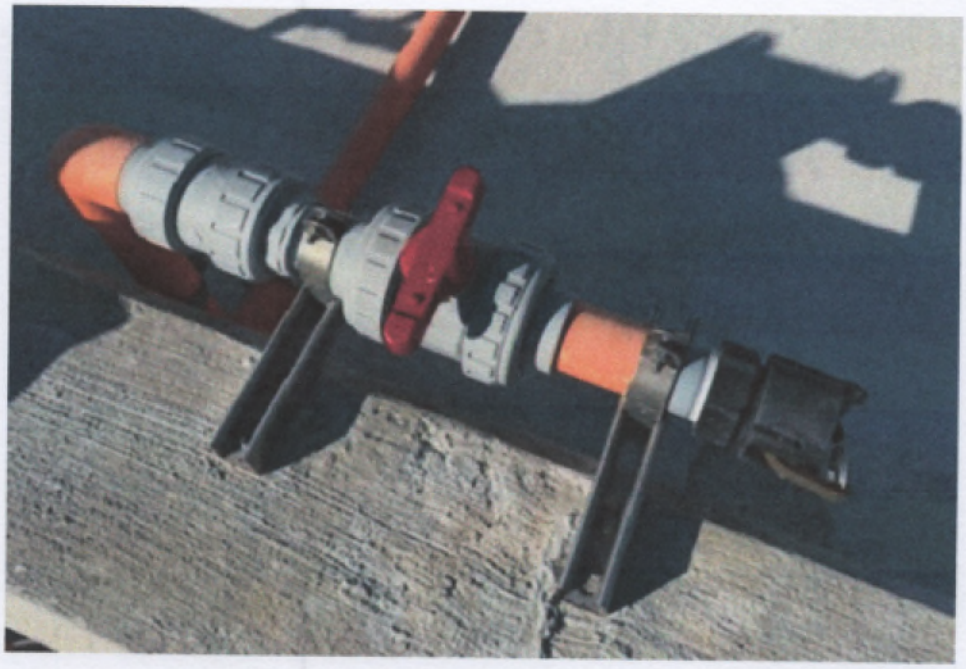
7. Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:
    a) Contents: Aluminum Sulfate
    b) Net weight
    c) Name of manufacturer
    d) Brand name, if any

8. The Contractor shall be responsible for any spills or damage resulting from negligence of its staff, its subcontractor's staff, or equipment failure. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The City reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

Quantities of materials to be furnished under the specifications as shown on the proposed form, or elsewhere, are approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Contractor plead misunderstanding or deception because of such estimated quantities.

ALUM.
2
0
1
ALUM.
2
0
1

TANK LABELS
MANUFACTURER - NORWESCO
DATE: 4-20-2022
SER# - 161910723
TANK CAPACITY - 2500 GAL
DESIGN SPECIFIC GRAVITY - 1.5
DESIGN PRESSURE - 0
MATERIALS OF CONSTRUCTION -
HI DENSITY POLYETHYLENE



1. **Definitions:**
   a. CITY - The term "CITY" herein refers to the City of Titusville Brevard, Florida, and its duly authorized representatives.

   b. CONTRACTOR - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the solicitation.

   c. DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

   d. HEAVY DUTY - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

   e. QUALIFIED CONTRACTOR - The best Contractor who has the capability in all respects to fully perform the Solicitation requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by City staff of the Contractor or its subcontractors' past performance for the City, an any other information required by City policies.

   f. RESPONSIVE CONTRACTOR - A Contractor who has submitted a Bid/proposal, which conforms in all respects to the requirements of the Solicitation package, including, but not limited to, submission of the Bid/proposal on required forms with all required information, signatures, and notarizations at the place and time specified.

   g. SOLICITATION - An Invitation for Bids, Request for Proposals, Request for Qualifications or any document used to obtain bids or proposals for the purpose of entering into a contract.

   h. USING AGENCY - The term "USING AGENCY" used herein refers to any department, division, agency, council, committee, authority or other unit in the City Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the City of Titusville.

2. **Submittal of Solicitations – Due Date:** Bid/proposals shall be submitted utilizing the Solicitation form(s) provided herein. All Bid/proposals shall be properly executed with all applicable blank spaces completed. All corrections made by Contractor to any Bid/proposal entry must be initialed. Bid/proposals (an original and one copy) shall be submitted to the office of the Purchasing Agent no later than the date and time specified. Any bid/proposals received in Purchasing after the specified date and time will not be accepted. Bid/proposals shall be submitted in a sealed envelope prior to the time established for the opening of Bid/proposals, and the envelope shall be marked with the Solicitation number, title of Solicitation, Solicitation opening date and vendor's name and address. If submitted other than by mail, it shall be delivered to the office of the Purchasing & Contracting Division. Bid/proposals submitted by mail must be received in the office of the Purchasing & Contracting Division by the time specified herein for the Solicitation opening. The City of Titusville will take no responsibility for delay caused by poor mail delivery or miscalculation of delivery by the Proposer.

3. **Proposer's Signature:** If the Bid/proposal is made by an individual, he or she must sign his name thereon and state its principal office address or post office address, and the name and address of every other person involved in the Bid/proposal as principal. If the Bid/proposal is made by a firm or partnership, its name and principal office address or post office address must be stated as well as the name and address of each member of the firm or partnership. If the Bid/proposal is made by a corporation, the Bid/proposal must be signed by some authorized officer or agent, subscribing the name of the corporation with his own name and affixing the corporate seal. Such office or agent must also state the name of the State under which the corporation is chartered, the names and business address of the President, Secretary and Treasurer, as well as the registry with the Secretary of State of the State of Florida of such corporation for doing business in the State of Florida.
   If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing & Contracting Division at (321) 567-3698, for further clarification. Strict adherence to criteria outlined above is of the utmost importance in the finalization of agreements awarded to successful Proposers.

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

5. Unless otherwise noted in the Solicitation document, Contractors shall submit <u>one Bid/proposal only</u>.

6. **Withdrawal of Bid/proposals:** Proposers may withdraw a Bid/proposal after it has been delivered to the purchasing agent any time prior to the stipulated time for opening of the Bid/proposals.

7. **Familiarity with Site Conditions:** The responsibility for the determination of accurate measurements, the extent of the work to be performed, and the conditions surrounding the performance thereof shall belong only to the Proposer. Submission of a Bid/proposal shall constitute acknowledgment by the Proposer that it is familiar with all such site conditions. The failure or neglect of a Proposer to familiarize himself with the site of the proposed work shall in no way relieve him from any obligations with respect to his Bid/proposal.

8. **Questions Regarding Specifications or Solicitation Process:** To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, division, or employee during the solicitation process, except as provided in paragraph "b" below. Additionally, the City prohibits communication initiated by a Proposer to the City official or employee, evaluating or considering the Bid/proposals, prior to the time a Solicitation award decision has been made. Such communication initiated by a Proposer may be grounds for disqualification of the said Proposer from consideration of award for the Bid/proposal currently under evaluation and/or any future Bid/proposal depending on severity of the infraction.
   a. Any questions relative to interpretation of specifications or the Solicitation process shall be addressed to the Purchasing & Contracting Division, in writing. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the Solicitation. At the City's sole discretion, inquiries received within five (5) days prior to the date set for the receipt of Solicitations may not be given consideration. Any interpretation made to prospective Proposers will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed to all prospective Proposers no later than three (3) days before the date set for receipt of Bid/proposals. Oral interpretations will not be provided.
   b. It will be the responsibility of the Proposer to contact the Purchasing & Contracting Division prior to submitting a Bid/proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda or acknowledgment thereof with the Bid/proposal.

9. **Pricing/Shipment Cost**: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any City of Titusville department to a secure area or inside unless otherwise stipulated in the Solicitation invitation or exceptions taken by the Proposer.
   Errors: In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.
   Period of Offer Validity: Prices quoted in the bid must remain valid for a period of ninety (90) days from the date of the Solicitation opening unless stipulated otherwise in the Solicitation documents (including all issued addenda).

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

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

12. **Hold Harmless and Indemnification:**
    Proposer covenants and agrees that it will indemnify and hold harmless City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its sub-Contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

13. **Trade Names:** In cases where an item to be proposed is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Proposer proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is indicated in the Bid/proposal response therein by the Proposer. Generally, the reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective Proposer the performance and/or the operational requirements of articles or products that will be deemed acceptable. Bid/proposals on other makes or catalog numbers will be considered provided each Proposer clearly indicates prior to the Solicitation due date or states in its Bid/proposal exactly what alternative it proposes to furnish and forwards with his Bid/proposal, or prior to the Solicitation due date, a cut illustration or other descriptive material which will clearly indicate the character of the article covered in its Bid/proposal. The City reserves the right to approve as an equal, or to reject as not being equal, any article the Proposer proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.
    If no particular brand, model, or make is specified and if no data is required to be submitted with the Bid/proposal, the Proposer may be required to submit, before the Solicitation award, working drawings or detailed descriptive data in sufficient detail to enable the City to judge if such data and specifications are in compliance with the City's requirements.

14. **Awards:** The City will negotiate the terms of the final
15. agreement with the Proposer(s) determined to have submitted the best bid/proposal(s) under the selection criteria outlined the solicitation. If negotiations fail, the City may negotiate with other Proposer's for award of the agreement or terminate this solicitation without liability to any person. Final award will be made based solely on bid/proposal(s), which, in the City's opinion, is in the best interest of the City.

15. **Evaluation of Bid/proposals**: The City reserves the right to make any changes to this Solicitation, or to reject any and all Bid/proposals, or portions of any and all Bid/proposals, or to accept any Bid/proposal or portion thereof deemed to be in the best interest of the City, or postpone or cancel or to re-solicit this Solicitation at any time, or to waive any irregularities or informalities in this Solicitation or in the offers received as a result to this Solicitation, whenever such rejection or waiver is in the City's best interest. The City also reserves the right to request clarification or information from any Proposer.
The City also reserves the right to reject the Bid/proposal of a Proposer who has previously failed to perform properly or complete contracts or purchase orders on time, or a Bid/proposal of a Proposer who upon investigation shows not to be in a financial or other position to properly perform the contract.
Proposer's responsibility shall be determined only by the City. In determining responsibility, the following criteria (not prioritized), in addition to price, will be considered by the City:
    a. The ability, capacity, and skill of the Proposer to perform the services required.
    b. Whether the Proposer can perform or provide the requirements or provide the services promptly, or within the time specified, without delay or interference.
    c. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
    d. The quality of performance of previous contracts, purchase orders or services rendered.
    e. Previous and existing compliance by the Proposer with laws and ordinances relating to contracts, purchase orders or services.
    f. The sufficiency of the financial resources as they relate to the ability of the Proposer to perform the contract, purchase order, or provide the service.
    g. The quality, availability, and adaptability of the supplies or services to the particular use required.
    h. The ability of the Proposer to provide future maintenance and service for the use of the subject matter if required by the Solicitation specifications.
    i. Whether the Proposer is in arrears to the City on a debt or is a defaulter on surety to the City or, whether the Proposers' taxes or assessments are delinquent.
    j. Whether the Proposer is in litigation or has caused the City to litigate against it or any of its associates, subsidiaries, etc. at any prior time.
    k. Such other additional criteria as may be developed for a specific solicitation.

16. **Bidder/Proposer Qualification:** The City reserves the right to conduct an inspection of the Bidder/Proposer's facility and equipment prior to the award of the Solicitation. The City will notify you in writing of our intent to conduct an inspection or survey of your facility. The City also reserves the right to inspect the equipment, parts, components, goods or supplies specified in this Solicitation.
Bid/proposals will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt services and who maintain the regular business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays. The City will only consider Bid/proposals from firms who maintain current City occupational license or from firms that are licensed to conduct business in the State of Florida.
Bid/proposals will be considered only from firms which are regularly engaged in the business as described in this Solicitation package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded an agreement under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as determined by the City.

17. **Disqualification of Proposers :** Any one of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of his Bid/proposal:
    a. Submission of more than one (1) Bid/proposal for the same work by an individual, firm, partnership, or corporation under the same or different names.
    b. Evidence of collusion among Proposers.
    c. Previous participation in collusive bidding on work for the City of Titusville, Florida.
    d. Submission of an unbalanced Bid/proposal in which the bid/proposal price for some items are out of proportion to the bid/proposal price for other items.
    e. Lack of competency of Bidder/Proposer – i.e., Bidder/Proposer will be considered ineligible if at any time during the process of receiving Bid/proposals or awarding the Contract, developments arise which – in the opinion of the City – adversely affect the Proposer's responsibility. However, the Proposer will be given an opportunity by the City to present additional evidence before final action is taken.
    f. Lack of responsibility as shown by past work judged from the standpoint of workmanship, quality control, and progress.
    g. Uncompleted work for which the Proposer is committed by Contract which, in the judgement of the City, might hinder or prevent the prompt completion of Work under this Contract if awarded to such Proposer.
    h. Being in arrears on any existing Contracts with the City, or in litigation with the City, or having defaulted on a previous Contract with the City.
    i. Promoting deliberate discriminatory practices.

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

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

19. **Bid/proposal Guarantee Forfeited**: Should the successful Proposer fail or refuse to execute and deliver the contract and bond required to the Purchasing & Contracting Administrator, within the allotted time, shall forfeit to the City the Bid/proposal

guarantee submitted with the Bid/proposal, as liquidated damages to offset project costs, for such failures or refusal.
The City requires, when entering into a contractual agreement with a corporation licensed to do business in the State of Florida, that such agreement be signed by a corporate official or principal (i.e., President, Vice President, Secretary, Treasurer, or other authorized official, e.g., Executive Director) with the corporate seal affixed. If the aforementioned corporate officers or the corporate seal are readily available, a letter of authorization from a corporate official or principal may be submitted in lieu thereof. Such letter of authorization must be on corporate stationery, must clearly state that the person who signed the referenced agreement is duly authorized to enter into such an agreement on behalf of the corporation and must be signed by said corporate officials. Failure to submit letters of authorization within two (2) weeks after notification of award may result in cancellation of award.
In the case of a partnership, the agreement must be signed by the general or managing partner and notarized as outlined above. In the case of a sole proprietorship the owner must sign the agreement and have such execution notarized.

20. **Safety Warranty**: The selling dealer, distributor, Contractor, and manufacturer shall be responsible for having compiled with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

21. **Warranty:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Bid/proposal shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of this Solicitation.

22. **Florida Prompt Payment Act**/Invoicing and Payment: Vendors shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70 of the Florida Statutes, upon submission of proper invoice to City user agency. Invoices are to be billed at the prices stipulated on the purchase order or contract and as outlined in the Vendor's Bid/proposal. All invoices must show the City of Titusville purchase order number.

23. **Award Dispute Resolution:** Pursuant to Florida Statutes, Chapter 120, a written notice of protest must be submitted or delivered to the Purchasing & Contracting Division within 72 hours after one of the following, whichever occurs first: (i) posting of the Solicitation tabulation stating the intended award decision or (ii) after receipt of notice by the City of intended award. The nature of protest must be followed, within 10 days of submittal of such written notice, by a formal written notice fully detailing all elements, which promulgated the protest.
Solicitation award challenges or Solicitation award protests shall be submitted or delivered in writing to the office of the Purchasing & Contracting Administrator who (as authorized by the City Manager) is the administrative head of the Purchasing & Contracting Division. The Purchasing & Contracting Administrator will gather evidence and discern facts and make a recommendation to the City Manager. The City Manager will make the final decision on the matter. All decisions of the governing body are final.

24. **Solicitation Award Cancellation:** The City reserves the right to withdraw all Solicitation awards at any time for any reason.

25. **Suspension or Rescindment of Bidding Privileges:** The City of Titusville may remove any vendor, contractor, supplier, service provider or other entity from its active vendor's list for violation of one or more of the issues listed below.
    - Continued failure to deliver products, services, work in accordance with the terms and conditions of the engagement documents.
    - Disregard for the prudent use of taxpayer's funds.
    - Causing the City to litigate.
    - Shoddy workmanship.
    - Deliberate attempts to deceive the City.

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

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

28. **Right to Audit Records:** The City shall be entitled to audit the books and records of the contractor or subcontractor to the extent that such books and records relate to the performance of the contract or purchase order or any supplement or amendment to such contract or purchase order. Such books and records shall be maintained by the contractor or subcontractor for a period of five (5) years from the date of final payment under the Purchase Order unless a shorter period is otherwise authorized in writing by the City.

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

be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

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

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

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

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

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

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

34. **Cancellation And Reinsurance:** If any insurance should be canceled or changed by the insurance expiring during the period of this Solicitation award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Solicitation to maintain continuous coverage during the life of the contract.

35. **Incurred Cost:** City of Titusville is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this Solicitation are entirely the obligation of the Contractor and shall not be chargeable in any manner to the City of Titusville.

36. **Subcontractors:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

37. **Litigation Venue:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

38. **Addition, Deletion, Or Modification Of Services:** The City reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the City, the contractor, and the contract manager upon completion of such portion.

39. **Operation During Dispute:** In the event the City has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the City, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

40. **Contract Termination:** The contract resulting from this Solicitation shall commence upon issuance and acceptance of the fully executed contract. The City user agency shall issue

orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The City retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated.

41. **Equal Opportunity Employer:** The City is an Equal Employment Opportunity (EEO) employer and as such encourages all contractors or vendors to voluntarily comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed. In addition, the contractor or Proposer or anyone under his employ shall comply with all applicable rules, regulations and promulgation's thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. The contractor or Proposer shall maintain a working environment free of discrimination or unwelcome actions of a personal nature. Any sub-contracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the contractor or Proposer shall comply with all new State and Federal EEO Regulations.

42. **Confidentiality of Bid/proposals:** Florida Statute 119.071 provides that sealed bids, proposals or replies received by the agency (City) pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a) Art. 1 of the State Constitution (becoming a public record) until such time as the City provides notice of its intended decision or until 30 days after opening bids, proposals, or final replies, whichever is earlier.
In addition, if the City rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals or replies remain exempt from becoming a public record until such time as the City provides notice of its intended decision concerning the reissued competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, proposal or reply is not exempt for longer than 12 months after the initial City notice rejecting all bids, proposals or replies.

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

Local City of Titusville Preference:

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

Local Brevard County Preference:

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

In the event that two or more firms are eligible for award under this policy, the award will be decided as follows:

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

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

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

46. **E-Verify:** As a condition precedent to entering into an agreement as a result of this Solicitation, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
1. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this agreement.
2. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
4. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be

challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

5. Subcontracts: Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

47. **Contingent Fees:** The Successful Proposer(s) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Successful Vendor(s), to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or Contractor, other than a bona fide employee working solely for the Successful Vendor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the City of Titusville shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement.

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

49. **Prohibited Telecommunications Equipment.** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing a Contract, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

50. **Anti-Trust Violations.** By entering into a Contract, Contractor certifies that at the time of entering into a Contract, neither it nor its affiliate(s) are on the anti-trust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

51. **Foreign Gifts And Contracts.** The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. *See Section 286.101(7)(a).*

52. **Human Trafficking Affidavit.** Upon execution of a Contract, Contractor shall submit a sworn statement to the Client on the attached affidavit form and incorporated herein, in accordance with the provisions of Florida Statute 787.06(13).

53. **Foreign Gifts And Contracts.** The CONTRACTOR must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. *See Section 286.101(7)(a).*

54. **Purchasing Contracts With Other Government Entities:** The City permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).

55. **Force Majeure**: Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God, fire, theft, war, riot, embargoes or acts of civil or military authorities. If delivery is to be delayed by such contingencies, Contractor shall immediately notify City in writing and City may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Purchase Order at no cost to City.

56. **PUBLIC RECORDS**. Records of the Contractor that are made or received in the course of performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Fla. Stat. and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Fla. Stat. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Fla. Stat. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

a) As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract the Contractor agrees to:

1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.

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

4) (Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor

or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

b) The term "public record" as used in this provision includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. Washington Ave., Titusville FL 32796.

57. **CLOUD-BASED SERVICES.** The following provisions apply if this Contract is for cloud-based services.

a) **Content Ownership and Use.** Contractor shall agree that data entered into the Contractor's cloud-based service system (the "Content") is owned by the City and shall be returned to City promptly upon demand in a format acceptable to the City and at no charge. Content shall not be withheld for non-payment. Upon successful transfer of Content to City, Contractor will destroy Content as directed by City upon the City's authorization. Contractor's access to Content is limited such that the City grants Contractor a limited, royalty-free, non-exclusive, non-transferable and non-sublicensable license to process Content only in the United States as instructed by City and limited to the City's benefit.

b) **Confidentiality.** If Contractor's employees or representatives are granted access to any of City's computer networks or systems (including, but not limited computer systems, application programs and databases), Contractor shall treat all of City's data and information accessed from such system(s) as City's confidential information. In addition, (i) Contractor, Contractor's employees and representatives will not use or disclose for any purpose any aspect or portion of third party data or information which Contractor may access for City's computer system(s), unless Contractor first obtain the third party's written consent; and (ii) Contractor shall make no electronic or hard copies of City's information extracted from City's computer system(s) unless specifically requested to do so by City, in which case Contractor will clearly mark and treat the information as "City Confidential". Contractor shall only provide copies to Contractor's employees or representatives within City's facility having a direct need to know. The obligations stated in this section shall survive the expiration or termination of this Contract.

c) **Data Security.** Contractor is responsible for safeguarding City data and Content from unauthorized access. All City data and Content will be stored, processed, and maintained in accordance with state and federal privacy and data protection laws and solely in data centers located in the United States. Contractor agrees to immediately notify city of any unauthorized use, copying, or disclosure of the Content or portal accounts of which Contractor becomes aware and agrees to immediately take such actions as are necessary to end and prevent any such use, copying, or disclosure. Contractor acknowledges and agrees that any unauthorized use, copying or disclosure may cause immediate and irreparable injury to City or to third parties, and in such event, City may seek and obtain injunctive relief, without bond or other security, in addition to other remedies available at law and in equity.

d) **Indemnification for Intellectual Property.** Contractor shall defend, indemnify, and hold City and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of or actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, copyright, or other proprietary right of any third party, arising out of the use or sale of Contractor's cloud-based services (other than for liability proved to be the fault of City). Contractor's indemnification under this subsection applies only to: (i) unmodified software or cloud-based service licensed to City; (ii) software or cloud-based service modified by Contractor for City; and (iii) software or cloud-based service modified with Contractor's express permission. If a third party's claim endangers or disrupts City's use of the cloud-based service, Contractor shall, at City's option and at no charge to City, (a) replace the cloud-based service with a compatible, functionally equivalent and non-infringing product; (b) modify the cloud-based service to avoid the infringement; (c) obtain a license so City may continue use of the cloud-based service for the Contract term; or if these options are commercially unreasonable (d) return a pro-rata portion of the applicable fee paid by City.

e) **Subscription Term.** The beginning of the term of the initial subscription is subject to availability to the City of the contracted cloud based service and the parties agree that payment obligations for the license to use the cloud based service shall not apply unless and until the contracted cloud based service is available for use to the City.

f) **Backup and Recovery of Data.** Contractor is responsible for maintaining a backup of the City data and content and for an orderly and timely recovery. Contractor shall maintain a contemporaneous backup of City Content that can be recovered within a reasonable period of time.

g) **Waiver of Limitation of Liability.** Contractor waives any limitation of liability in the Agreement for damages, costs and expenses resulting from Contractor's breach of confidentiality or data security obligations, claims for which the Contractor is insured and damages, costs and expenses payable under the Contractor's indemnification obligations.

Addendum Acknowledgment

By signing each line below, Bidder acknowledges that the corresponding addenda have been received and are included in this solicitation packet:

☑ Addendum 1 _____ Dated 5/1/2026

☐ Addendum 2 _____ Dated _____

☐ Addendum 3 _____ Dated _____

☐ Addendum 4 _____ Dated _____

QUESTIONNAIRE FORM

This form is to be utilized to provide general information about your company to the City of Titusville.

Name of Company Univar Solutions USA, LLC

Business Tax Receipt/Occupational License Number (as applicable): _____

City of Titusville ☐Yes or ☐No: Other (City/County/Etc.) Hillsborough/ Duvall/Polk

State of Florida Registration Entity Name: Univar Solutions USA, LLC

Document Number: M24000000995 Status: Active

Please answer the following:

1. Number of years your firm/company has been in business: 50+ years.
2. Is your firm incorporated in the State of Florida? ☐ Yes ☐ No
3. Number of years your firm/company has provided the type of product/service required by the Invitation to Bid: 50+ years.
4. Number of Assigned Personnel to the City Account: 5-30

Account Manager	Stacy Ziegler
Title	Municipal Specialist
Phone Number	253.872.5023
Email	muniteam-west@univarsolutions.com

5. Distributor / Agent list of Brands of Pumps and Motors

Pumps	Motors
N/A	N/A

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the Liquid Aluminum Sulfate. Contract for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by Univar Solutions USA, LLC whose business address is 8201 S. 212th St., Kent, WA 98032 and (if applicable) its Federal Employer Identification (FEIN) is 91-1347935.

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

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

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

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

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

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

PUBLIC ENTITY CRIMES

Any person submitting a bid, proposal or reply in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or proposal may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

A public entity may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO) to provide goods or services to **THE CITY OF TITUSVILLE**, a person shall file a sworn statement with the contracting officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR BID, PROPOSAL OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, PROPOSAL OR BID.

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

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

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

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

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

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

_____
(Signature)

Date: 5/13/2026

Notary Public Information

STATE OF Washington
COUNTY OF King

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization,

this 13th (day) day of May (month), 2026 (year), by Stacy Ziegler (name of person acknowledging).

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

Notary Public
State of Washington
JENNIFER M. PERRAS
LICENSE # 178340
MY COMMISSION EXPIRES
APRIL 24, 2027

Jennifer M Perras
Print, Type or Stamp Name of Notary

My commission expires: 4/24/27

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

Vendor's Signature,	Municipal Specialist Title,	5/13/2026 Date

Notary Public Information

STATE OF Washington

COUNTY OF King

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 13th day of May, 2026, by Stacy Ziegler, as Municipal Specialist 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)

Notary Public
State of Washington
JENNIFER M. PERRAS
LICENSE # 178340
MY COMMISSION EXPIRES
APRIL 24, 2027

Jennifer M Perras

Print, Type or Stamp Name of Notary

My commission expires: 4/24/27

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 Univar Solutions USA, LLC (name of bidder or contractor) is 8201 S. 212th St., Kent, WA 98032.
2. My relationship to Univar Solutions USA, LLC (name of bidder or contractor) is Municipal Specialist (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israelicontrolled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating

equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Univar Solutions USA, LLC (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Univar Solutions USA, LLC (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Univar Solutions USA, LLC (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature

Stacy Ziegler
Printed Name

Municipal Specialist
Title

Univar Solutions USA, LLC
Name of bidder or contractor

Notary Public Information

STATE OF Washington
COUNTY OF King

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 13th (day) day of May (month), 2026 (year), by Stacy Ziegler (name of person acknowledging).

Notary Public Signature

(Affix Notary Stamp or Seal)

Jennifer M Perras
Print, Type or Stamp Name of Notary

My commission expires: 4/24/27

Notary Public
State of Washington
JENNIFER M. PERRAS
LICENSE # 178340
MY COMMISSION EXPIRES
APRIL 24, 2027

City of Titusville
E-Verify Affidavit

Obligation for State Funded Contracts:
Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http:// www.uscis.govle-verify) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

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

Federal Employer Identification Number (FEIN): 91-1347935

Stacy Ziegler	Municipal Specialist	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Univar Solutions USA, LLC	5/13/2026
Name of Firm	Date

8201 S. 212th St., Kent	WA	98032
Address of Firm	State	Zip Code

Notary Public Information

STATE OF Washington
COUNTY OF King

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization,

this 13th (day) day of May (month), 2026 (year), by Stacy Ziegler (name of person acknowledging).

Notary Public Signature

(Affix Notary Stamp or Seal)

Notary Public
State of Washington
JENNIFER M. PERRAS
LICENSE # 178340
MY COMMISSION EXPIRES
APRIL 24, 2027

Jennifer M Perras
Print, Type or Stamp Name of Notary

My commission expires: 4/24/27

FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF Washington
COUNTY OF King

I state that I Stacy Ziegler, Municipal Specialist (Name and Title) of Univar Solutions USA, LLC (Name of Firm) am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.

2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.

4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. Univar Solutions USA, LLC (Name of Firm), its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the City of Titusville for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the City of the true facts relating to the submission of responses for this contract.

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Notary Public Information

STATE OF Washington
COUNTY OF King

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization,

this 13th (day) day of May (month), 2026 (year), by Stacy Ziegler (name of person acknowledging).

Notary Public Signature

(Affix Notary Stamp or Seal)

Notary Public
State of Washington
JENNIFER M. PERRAS
LICENSE # 178340
MY COMMISSION EXPIRES
APRIL 24, 2027

Jennifer M Perras
Print, Type or Stamp Name of Notary

My commission expires: 4/24/27

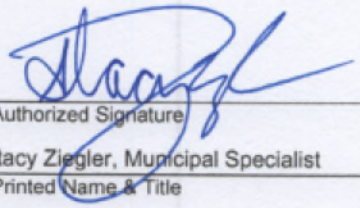
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the contractor is required to verify that none of the contractor's principles (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

2. The contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the City of Titusville. If it is later determined that the contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City of Titusville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Authorized Signature	8201 S. 212th St.
	Address
Stacy Ziegler, Municipal Specialist	Kent, WA 98032
Printed Name & Title	City, State, Zip Code
Univar Solutions USA, LLC	5/13/2026
Company	Date

CITY OF TITUSVILLE

DISCLOSURE FORM
FOREIGN INFLUENCE ON CONTRACTS OR GRANTS
HAVING A VALUE OF $100,000 OR MORE

Summary of Form: In order for the City to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the City, or receive a grant from the City, where said contract or grant has a value of $100,000 or more must disclose to the City (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

SECTION I. Please answer yes or no to each statement below:

☐YES ☑ NO I am bidding on a contract/applying for a grant with a potential value **UNDER $100,000**. *If yes, this disclosure form as been completed. Please sign and date at the bottom.*

☐YES ☑ NO I am bidding on a contract/applying for a grant with a potential value **OVER $100,000**. *If yes, proceed to the next question.*

☐YES ☑ NO I have made a foreign influence disclosure online with the Department of Financial Services. *If yes, please proceed to **SECTION IV** and provide the date of the disclosure, your name and address. Then sign and date at the bottom.*

SECTION II. Please answer yes or no to the statement below:

☐YES ☑ NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of $50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

SECTION III. If you answered **NO to SECTION II**, you have completed this form. Please sign/date at the bottom. If you answered **YES to SECTION II**, then answer YES or NO to the following:

☐YES ☑ NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

☐YES ☑ NO This is a proposal from an entity that discloses foreign gifts or grants section 1010.25 or section 286.101(2), Florida Statutes.

☐YES ☑ NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

☐YES ☑ NO This is a proposal from a public or not-for-profit research institution respect to research funded by any federal Agency.

SECTION IV. If you answered **YES** to any question in **SECTION III**, you have completed this form. Please sign/date at the bottom. If you answered **NO** to **all of** the questions in **SECTION III,** then you must make the following disclosures online to the State of Florida Department of Financial Services before the City may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: N/A

Name of Bidder/Grantee: Univar Solutions USA, LLC

Mailing Address of Bidder/Grantee: 8201 S. 212th St., Kent, WA 98032

Value of the Contract/Grant or Gift: None - N/A

Foreign Country of Concern or the Agency or other entity under the significant Control of such Foreign country of Concern: N/A

Date of Termination of the contract or interest with the Foreign Country of Concern: N/A

Date of Receipt of the Contract/Grant or Gift: N/A

Name of the agent or controlled entity that is the source or interest holder:

N/A

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Signature: _____ Date: 5/13/2026

Title: Municipal Specialist

Notary Public Information

STATE OF Washington
COUNTY OF King

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 13th day of May, 2026 (year), by Stacy Ziegler (name of person acknowledging).

Notary Public
State of Washington
JENNIFER M. PERRAS
LICENSE # 178340
MY COMMISSION EXPIRES
APRIL 24, 2027

_____
(Signature of Notary Public - State of Florida)

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

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Titusville (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Univar Solutions USA, LLC, a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity)
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: Univar Solutions USA, LLC
Authorized Signature: _____
Printed Name: Stacy Ziegler
Title: Municipal Specialist

STATE OF Washington
COUNTY OF King
The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 13th day of May, 2026, by Stacy Ziegler, as Municipal Specialist 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)

Jennifer M Perras
Print, Type or Stamp Name of Notary

My commission expires: 4/24/27

Notary Public
State of Washington
JENNIFER M. PERRAS
LICENSE # 178340
MY COMMISSION EXPIRES
APRIL 24, 2027

LIQUID ALUMINUM SULFATE
INVITATION FOR BID #PO-26-B-042 MG
ATTACHMENT A - PRICE SHEET

Please provide the proposed fee to be charged in connection with the services described in the Invitation to Bid. Fee proposed must include all charges relating to the Work required and all out-of-pocket expenses. **Award will be based on the Base total bid price.**

THIS IS NOT AN ORDER

Please quote the following line items.

Offer shall be for units requested and prices shall remain valid for 90 days for the purpose of evaluation of this solicitation.

Pricing Matrix

SECTION 1

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY IN GALLONS	UNIT PRICE PER GALLON	EXTENDED PRICE
1	Liquid Aluminum Sulfate (Liquid Alum) Commercial Grade, CAS 10043-01-3 48.5%	16000	1.835	$ 29,360.00
	GRAND TOTAL BID AMOUNT ►►			$ 29,360.00
	MINIMUM REQUIRED DELIVERY IN GALLONS ►►			1,500

PURCHASING CARD & ACH PAYMENTS

1. Does your company accept Visa (Purchasing Card) Payment Method? ☐ Yes ☑ No
   a. If yes, is there a surcharge? _____
2. Does your company accept ACH payment method? ☑ Yes ☐ No
   a. If yes, please provide Contact Info below:

Name: Stacy Ziegler

Email: muniteam-west@univarsolutions.com

PROMPT PAYMENT DISCOUNT

The City of Titusville shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms:

BIDDER INFORMATION

As witnessed by my signature below, I have carefully examined the Invitation for Bid, Instructions to Bidders, General and Special Conditions, Contractor's Notes, Scope of Services, and all other documents accompanying or made part of this invitation for bid.

COMPANY NAME : Univar Solutions USA, LLC	PHONE #	253.872.5023
	FAX #	253.872.5041
COMPANT ADDRESS: 8201 S. 212th St., Kent, WA 98032	FEIN #	91-1347935
	UEI #	

AUTHORIZED SIGNATURE:	DATE:5/13/2026
PRINTED SIGNATURE:	Stacy Ziegler
TITLE:	Municipal Specialist
E-MAIL:	muniteam-west@univarsolutions.com
WEBSITE:	
OFFICIAL ADDRESS, PHONE & FAX NUMBER (If different from above).	
ADDRESS:	
PHONE NUMBER:	FAX NUMBER:

Affinity Chemical LLC
Straight Bill of Lading – Short Form
Original – Non Negotiable

Shipper:	Bill of Lading Number:	27125666
	Truck Number:	H471
	Trailer Number:	HT233
	Ship Date:	02-25-2026

BILL TO:	SHIP TO:
Univar East PO Box 34325 Seattle, Washington 98124-1325	Univar Richmond 1001 Old Bermuda One Hundred Road Chester, Virginia 23836

PO Number	Consignee	Ship Via	F.O.B.
4528139022	4622018324	Houff Corporation	Univar East

Number of Packages	HAZMAT	Shipping Description	Weight @46,200 lbs	
1 *Bulk Tanker*	☒	UN3264, Corrosive liquid, acidic, inorganic, n.o.s., (contains Aluminum Sulfate), 8, PG III, RQ	**Gross:**	75940
			Tare:	31040
			Net:	44900

Certificate of Analysis

Batch Number	SG @ 60°F *(1.323 – 1.331)*	Outlet Seal #	Aluminum as AL2O3 *(8.2-8.4)*
2602224A	1.321	676000	8.17
pH *(1.5-2.5)*	**SG @ 60°F**	**Inlet Seal #**	
2.2	1.321	675999	

NOTES:

The property described above is received in apparent good order, except as noted below:

RECEIVED BY:

NSF

Certified to NSF/ANSI/CAN 60

Max Use For Potable Water
400 mg/L

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulation of the Department of Transportation.

CARRIER: Houff Corporation	AGENT:
PER: Tony Cognetti	PER:

EMERGENCY RESPONSE NUMBER: CHEMTREC 1-800-424-9300

(Affinity customer #: CCN659782)

Aluminum Sulfate Solution
SAFETY DATA SHEET

Section 1 – Product and Company Identification

Material Name: Aluminum Sulfate Solution

Manufacturer Information:
Affinity Chemical, LLC
PO Box 601298
Dallas, TX 75360
973-908-8053 (M-F, 8:00 AM -5:00 PM Eastern Time)

24 Hour Emergency Telephone:
Chemtrec 1-800-424-9300

Other Name(s): Alum

Product Usage:
Water treatment coagulant/flocculant, pH control, phosphate control, paper sizing aid, pitch control

Section 2 – Hazard(s) Identification

Classification: Skin Irritant 1A, Eye Damage 1 , Corrosion 1
Signal Word: **Danger**
Hazard Statements: Causes severe skin burns and eye damage ; Causes serious eye damage; May be corrosive to metals

Symbol(s): Corrosion

Precautionary Statements:

Prevention:
Wash hands, along with any other body parts that may have been exposed, thoroughly after handling.
Wear protective gear to prevent contact with skin (Rubber gloves, aprons, slicker suit)
Wear eye protection/face protection (clear goggles and face shield)
Keep only in original container.

Response:
If on skin: Wash with plenty of water.
If skin irritation occurs: Get medical advice/attention.
Refer to first-aid measures (section 4) for any specific treatment
Take off contaminated clothing and wash it before reuse.
If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
If eye irritation persists: get medical attention
Absorb spillage to prevent material damage.

Storage: Store in compatible containers such as polypropylene , polyethylene, PVC, or 316 SS

Other Hazards: Ingestion or inhalation not recommended and could present hazards not otherwise classified.

Section 3 – Composition/Information on Ingredients

Common Name(s): Alum
Chemical family: inorganic, salt

Components	CAS#	Weight %
Aluminum Sulfate Pentadecahydrate	10043-01-3	48.5%

Section 4 – First-Aid Measures

Skin/Eye Contact: For skin, immediately remove contaminated clothes under safety shower. Flush skin with running water for at least 15 minutes. Launder clothes before reuse. For eyes, flush carefully in eye wash for several minutes;remove contact lenses if present and easy to do;cautiously flush person's eyes with running water for at least 15 minutes. Seek Medical attention if irritation persists.

Ingestion: Rinse mouth. Immediately dilute swallowed material by orally administrating large amounts of water or milk. DO NOT INDUCE VOMITING. NEVER administer liquids orally to an unconscious person. Call physician or poison control center if person feels unwell or more than a few drops are ingested.

Inhalation: Seek medical assistance if irritation is noted ,person is having difficulty breathing, or the possibility exists of fluid in the lungs. Remove victim from the contaminated atmosphere. If breathing stopped, give artificial respiration. Weak breathing may be supplemented with a bag-mask or manually operated air supply that delivers at least 1 liter/second.

Aluminum Sulfate Solution
SAFETY DATA SHEET

Section 5 – Fire-Fighting Measures

Suitable Extinguishing Media: Not combustible. Use extinguishing agents appropriate for surrounding fire

Special Fire Fighting: Move container from fire area if it can be done without risk. Avoid inhalation of material or combustion byproducts by wearing a self contained breathing apparatus. Dike area to prevent runoff and contamination of water source. Stay upwind and keep out of low areas.

Unusual Fire/Explosion: Under fire conditions at temperatures greater than 650°C or 1202°F, decomposes to give off sulfur trioxide, an oxidizing agent which will support combustion. Sulfur trioxide will react to form sulfuric acid.

Section 6 – Accidental Release Measures

Spill or Leak: Wear PPE appropriate for handling the material. No smoking or eating in spill areas. Absorb small spills with sand or vermiculite. Place contaminated material in appropriate container for disposal. If spilled on ground, the affected area should be removed to a depth of 1 to 2 inches and placed in an appropriate container for disposal Large spills should be handled according to a predetermined plan. Do not flush material to public sewer systems or any waterways. Wear appropriate protective clothing and equipment during cleanup activities. Ensure adequate decontamination of tools and equipment following cleanup. Adequate ventilation is required when neutralizing spills / leaks.

Section 7– Handling and Storage

Smoking and/or eating is not recommended in storage areas. Stainless steel or fiberglass tanks are recommended. Keep product away from heat sources and direct sunlight. Do not reuse storage containers unless properly reconditioned.

Isolate appropriately from chemicals where low pH could create a hazardous byproduct; for example a combination with hypochlorite could lead to the evolution of chlorine gas.

Section 8– Exposure Controls/Personal Protection

Component	CAS#	OSHA PEL	ACGIH TLV
Aluminum Sulfate (as anhydrous)	10043-01-3	2.0 mg/m^3 (as Al)	2.0 mg/m^3 (as Al)

If airborne exposures exceed 1.0 mg/m^3, a negative pressure air-purifying respirator is recommended. Cartridges must be NIOSH / MSHA approved against dusts and mists having TWA than 0.05 mg/m^3

Eye wash and safety shower should be available near storage and usage points

Exposed skin and eyes should be protected and contact with skin and clothing avoided. Minimal PPE would be closed goggles and/or face shield and gloves (rubber,neoprene,PVC) with work clothing covering other exposed skin.

Arriving material may be hot; personnel performing unload operations should have additional PPE such as a rainsuit/slicker suit, goggles with faceshield, and appropriate footwear and gloves.

Section 9– Physical and Chemical Properties

Appearance	Clear, water white to amber	**Upper/lower flammability or explosive Limits**	N/A
Odor	N/A	**Vapor pressure**	Similar to water
Odor threshold	N/A	**Vapor density**	Similar to water
pH	1.4-2.6 (neat)	**Relative density (15.6°C)**	1.315-1.345
Melting point/freezing point	-15°C	**Solubility**	high in water
Initial boiling point	100°C	**Partition coef n-octanol/water**	N/A
Flash point	N/A	**Auto-ignition temp**	N/A
Evaporation rate	N/A	**Decomposition Temp**	650°C
Flammability	N/A	**Viscosity**	5-25 cP

Aluminum Sulfate Solution
SAFETY DATA SHEET

Section 10- Stability and Reactivity

Reactivity:	Stable at normal temperatures and pressures
Chemical stability:	Stable; water component can evaporate
Possibility of hazardous reactions:	May produce hazardous decomposition products if mixed with pH sensitive materials (e.g. chlorine gas when mixed with sodium hypochlorite).
Conditions to avoid:	Temperatures at or near to crystallization, -15°C or 4°F. At temperatures greater than 650°C or 1202°F, it decomposes to form aluminum oxide and sulfur trioxide
Incompatible materials:	Corrosive to carbon steel
Hazardous decomposition products:	This may include aluminum oxide and sulfur oxides.

Section 11- Toxicological Information

Acute Toxicity Estimate:	The acute oral LD50 is greater than 5,000 mg/kg.
Chronic Toxicity Estimate:	The acute oral LD50 is greater than 5,000 mg/kg.
Symptoms of Overexposure:	May cause skin and eye irritation. If inhaled, may cause headaches, nausea, and respiratory irritations.
Carcinogenicity:	Not listed as a carcinogen by NTP, IARC, or OSHA.
Other Possible Health Hazards:	The common recognized injury from Aluminum Sulfate is local tissue irritation. The irritating action is often from hydrolysis to form sulfuric acid and may occur from ingestion, skin or eye contact, or inhalation of dusts and mists. Remove victim from contaminated area. SKIN / EYES: May cause corneal burns or severe irritation in eyes. Fumes or mists may cause irritation or burns to skin. INGESTION: Oral and gastrointestinal irritation. Local tissue damage. Nausea, vomiting, diarrhea, and gastrointestinal bleeding may follow. Can be fatal if swallowed in sufficient quantities. INHALATION:Irritation of the respiratory system. Long term exposure may cause bronchial irritation, coughing, and bronchial pneumonia. Medical conditions generally aggravated are acute and chronic respiratory diseases.
Routes of Entry:	Ingestion, skin or eye contact, or inhalation of dusts and mists.

Section 12- Ecological Information

(For CAS 10043-01-3)

Toxicity :	Refer to publicly available databases such as ECOTOX (https://cfpub.epa.gov/ecotox/)
Persistence and Degradability:	Can be eliminated from water by precipitation or flocculation

Section 13- Disposal Considerations

Disposal: Contact site environmental personnel and/or state and federal agencies for disposal procedures that are in accordance with environmental regulations.

Section 14- Transport Information

U.S. DOT

PROPER SHIPPING NAME: Corrosive liquid, Acidic, Inorganic, N.O.S. (contains Aluminum Sulfate)

HAZARD CLASS	UN ID NUMBER	PACKING GROUP	RQ (lbs)
8	UN3264	PG III	10,300

Aluminum Sulfate Solution
SAFETY DATA SHEET

Section 15 – Regulatory Information

SARA Title III information:
SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES: Not listed
SECTION 313 TOXIC CHEMICAL: Not listed
RCRA HAZARD WASTE: Not listed

311/312 HEALTH & PHYSICAL HAZARDS:

Immediate	Delayed	Fire	Pressure	Reactivity
YES	NO	NO	NO	NO

NFPA RATING

Health	Fire	Reactivity
1	0	1

MAXIMUM USE LEVEL (water treatment): 400 mg/l
TSCA INFORMATION: Listed - Sulfuric Acid, aluminum salt (3:2) 10043-01-3

Section 16– Other Information

Date of preparation: 04/09/25 Version SDS 6.0
Summary of changes: Composition/Information on Ingredients

Disclaimer of Warranty:
The information provided in the Safety Data Sheet has been obtained from sources believed to be reliable. Affinity Chemical LLC. provides no warranties; either expressed or implied and assumes no responsibility for the accuracy or completeness of the data contained herein. This information is offered for your information, consideration, and investigation. You should satisfy yourself that you have all current data relevant to your particular use. Affinity Chemical LLC. knows of no medical condition, other than those noted on this safety data sheet, which are generally recognized as being aggravated by exposure to this product.

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Saturday, May 2, 2026** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Affinity&ChemicalName=Aluminum+Sulfate&PlantCountry=UNITED+STATES&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Affinity Chemical LLC
3016 Southwestern Boulevard
P.O. Box 601298
Dallas, TX 75360-1298
United States
972-880-1493
Visit this company's website
(http://www.affinitychemical.com)

Facility : # 1 USA

Aluminum Sulfate [AL]

Trade Designation	*Product Function*	*Max Use*
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L
AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Alum C[1] [CP]	Coagulation & Flocculation	150mg/L

Aluminum Sulfate C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	400mg/L

[1] This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.
[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.
[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

Facility : # 2 USA

Aluminum Sulfate [AL]

Trade Designation	*Product Function*	*Max Use*
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L
AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Alum C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	400mg/L

[1] This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.
[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.
[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

Facility : # 3 USA

Aluminum Sulfate [AL]

Trade Designation	*Product Function*	*Max Use*
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L
AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Alum C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	400mg/L

[1] This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

Facility : # 4 USA

Aluminum Sulfate [AL]

Trade Designation	*Product Function*	*Max Use*
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L
AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Alum C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	400mg/L

[1] This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water

should be monitored to ensure that levels of copper do not exceed regulatory requirements.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

Facility : # 5 USA

Aluminum Sulfate[AL]

Trade Designation	*Product Function*	*Max Use*
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L
AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : # 6 USA

Aluminum Sulfate [AL]

Trade Designation	*Product Function*	*Max Use*
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L
AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Alum C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	400mg/L

[1] This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

Facility : Prattville, AL

Aluminum Sulfate[AL]

Trade Designation	*Product Function*	*Max Use*
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 61

Processing time was 0 seconds

Company ID Number: 176511

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Univar USA Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

   B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

Company ID Number: 176511

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Univar USA Inc.

Linda J Jennings	
Name (Please Type or Print)	Title
Electronically Signed	01/06/2009
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	01/06/2009
Signature	Date

Company ID Number: 176511

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Univar USA Inc.

Company Facility Address: 17425 NE Union Hill Rd.

Redmond, WA 98052

Company Alternate Address:

County or Parish: KING

Employer Identification Number: 911347935

North American Industry Classification Systems Code: 423

Parent Company:

Number of Employees: 2,500 to 4,999

Number of Sites Verified for: 157

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- LOUISIANA 3 site(s)

Company ID Number: 176511

- UTAH 2 site(s)
- MARYLAND 1 site(s)
- HAWAII 1 site(s)
- VIRGINIA 3 site(s)
- WYOMING 2 site(s)
- RHODE ISLAND 1 site(s)
- GEORGIA 7 site(s)
- NEBRASKA 1 site(s)
- OREGON 2 site(s)
- MINNESOTA 2 site(s)
- WASHINGTON 6 site(s)
- IDAHO 2 site(s)
- KENTUCKY 2 site(s)
- NORTH CAROLINA 6 site(s)
- FLORIDA 11 site(s)
- PENNSYLVANIA 7 site(s)
- OHIO 7 site(s)
- WISCONSIN 2 site(s)
- INDIANA 5 site(s)
- NEVADA 2 site(s)
- NEW YORK 5 site(s)
- NEW JERSEY 3 site(s)
- NEW MEXICO 2 site(s)
- SOUTH CAROLINA 3 site(s)
- KANSAS 1 site(s)
- IOWA 1 site(s)
- MASSACHUSETTS 3 site(s)
- PUERTO RICO 1 site(s)
- OKLAHOMA 3 site(s)
- CALIFORNIA 13 site(s)
- ALASKA 1 site(s)
- COLORADO 1 site(s)
- MICHIGAN 4 site(s)
- MISSOURI 6 site(s)
- ALABAMA 3 site(s)
- ARIZONA 3 site(s)
- TEXAS 21 site(s)
- TENNESSEE 6 site(s)
- ILLINOIS 2 site(s)

Company ID Number: 176511

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Linda J Jennings**		
Telephone Number:	**(425) 889 - 3648**	Fax Number:	**(425) 889 - 4123**
E-mail Address:	**linda.jennings@univarusa.com**		
Name:	**Tracy Bylund**		
Telephone Number:	**(425) 889 - 3484**	Fax Number:	**(425) 889 - 4123**
E-mail Address:	**tracy.bylund@univarusa.com**		

Detail by Entity Name

Foreign Limited Liability Company
UNIVAR SOLUTIONS USA LLC

Filing Information

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Principal Address

3075 HIGHLAND PKWY., STE. 200
DOWNERS GROVE, IL 60515

Mailing Address

3075 HIGHLAND PKWY., STE. 200
DOWNERS GROVE, IL 60515

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Authorized Person(s) Detail

Name & Address

Title MBR

NEXEO SOLUTIONS, LLC
3075 HIGHLAND PKWY., STE. 200
DOWNERS GROVE, IL 60515

Annual Reports

No Annual Reports Filed

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City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Task Order MHTO007 for the Water Audit and Consumptive Use Permitting assistance**

Department/Office: Public Works

Recommended Action:

Approve the award of Task Order MHTO007 to Mead & Hunt, in the amount of $286,342 to provide engineering consulting services for a water audit and consumptive use permitting (CUP) assistance.

Summary Explanation & Background:

The City of Titusville's potable water supply is provided by three sources: the Area II and Area III surficial aquifer wellfields, the Area IV Upper Floridan Aquifer wellfield through a public-private partnership, and purchased water from the City of Cocoa.

Over the past year, the City's water demand has increased. Public Works staff regularly monitors water production, system demands, and projected growth to ensure adequate long-term water supply. City Council identified beginning to work on expanding the Consumptive Use Permit (CUP) as a short term goal at their City Council Retreat Workshop. As part of this effort, staff has identified the need to perform a comprehensive water audit and evaluate the City's existing Consumptive Use Permit (CUP) with the St. Johns River Water Management District to determine the feasibility of increasing permitted withdrawals from the Area II and Area III wellfields.

The water audit will compare system production to billed consumption and evaluate authorized but unbilled water uses, including system flushing, firefighting, and construction activities. The study will help identify potential water loss, metering inaccuracies, or operational improvements that could reduce unnecessary demand and improve system efficiency.

After the water audit If the City determines that an increase in their CUP over the remaining life of the permit (5-6 years) is warranted based upon the water audit and flow projections, the consultant will move forward with a CUP evaluation. The CUP evaluation will analyze current and projected water demands, anticipated population and development-related growth, and the production capabilities of the City's existing wellfields. This technical analysis is necessary to support a future request to increase

the City's permitted groundwater withdrawals and demonstrate that the wellfields and associated infrastructure can reliably produce the additional capacity.

To complete this work, Public Works requested a proposal from Mead & Hunt under the City's continuing engineering services agreements. The City maintains continuing contracts with five engineering firms, which are utilized on a rotating basis to provide professional engineering services on an as-needed basis.

It is recommended that City Council approval of Task Order MHTO007 with Mead & Hunt in the amount of $286,342 for engineering consulting services to perform a comprehensive water audit and provide Consumptive Use Permit (CUP) evaluation and permitting assistance, and authorize the Mayor to execute the Task Order.

Alternatives:
Do not award.

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:
Use: 401-5555-536.65-00-WR2601

Strategic Plan:
Quality of Life and Economic Development

Strategic Plan Impact:
This task aligns with quality of life and economic development goals by evaluating our current system to ensure we are meeting supply demands for current customers along with planning for the future demands from potential development.

ATTACHMENTS:
1. 20260506_Titusville_Water Audit and CUP Assistance Scope
2. Mead MHTO007
3. Continuing Consultant Contract CO23Q006 - Mead & Hunt, Inc

May 6, 2026

Ashleigh Smith, P.E.
Assistant Public Works Director
City of Titusville, FL
2910 Garden St.
Titusville, FL 32796

Email: Ashleigh.Smith@titusville.com

Subject: Water Audit and Consumptive Use Permitting Assistance

Dear Ashleigh:

The City has been experiencing some additional potable water use during the recent dry period, requiring additional withdrawals from the City's wellfields. The well water supply is permitted through the St. Johns River Water Management District (SJRWMD) through Consumptive Use Permit (CUP) No. 10647-11 (Area II and III wellfields) and CUP No. 99052-10 (Area IV wellfield). The City would like a water audit to get a comprehensive review of the potable water use for the City. The SJRWMD has a standard Water Audit Form, Form 40C-2.900(7), that will be used to evaluate the water use for the City.

Additionally, there is the possibility that the City may desire to modify their CUP to increase their water use allocation. As such, a modification may be required, along with hydrogeological modeling to fulfill the SJRWMD requirements for the modification. The water audit will be performed by Mead & Hunt using the SJRWMD guidelines to help justify the CUP modification, if needed.

If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

Greg Taylor, P.E.
Senior Project Manager

Brad Blais, P.E.
Vice President

Attachment/Enclosure

cc: Matt Guzinski, PE – Mead & Hunt

CITY OF TTITUSVILLE, FL
SCOPE OF SERVICES
FOR
WATER AUDIT AND CUP ASSISTANCE

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

SCOPE OF SERVICES

The City has been experiencing additional potable water use during the recent dry period, requiring additional withdrawals from the CITY's wellfields. The well water supply is permitted through SJRWMD CUP No. 10647-11 (Area II and III wellfields) and CUP No. 99052-10 (Area IV wellfield). The CITY would like a water audit to get a comprehensive review of the potable water use for the CITY using SJRWMD standard Water Audit Form, Form 40C-2.900(7).

Additionally, there is the possibility that the CITY may desire to modify their CUP to increase their water use allocation. As such, a modification may be required, along with hydrogeological modeling to fulfill the SJRWMD requirements for the modification. The water audit will be performed by MEAD & HUNT using the SJRWMD guidelines to help justify the CUP modification, if needed.

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

PHASE 1 – PROJECT MANAGEMENT

1.1 - Project Kick-Off Meeting

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

1.2 - Project Coordination

MEAD & HUNT's Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated sixteen (16) month project duration. The PM will manage the development of project work and subconsultant efforts. The PM will provide project updates to the OWNER via monthly project status reports attached to monthly invoices.

Subconsultant Work Coordination

MEAD & HUNT will coordinate with the subconsultants to manage and implement the Project. This phase includes up to two (2) internal project collaboration meetings between MEAD & HUNT and its subconsultants to coordinate and implement work efforts.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – DATA COLLECTION AND REVIEW

2.1 - Data Collection

MEAD & HUNT will provide a list of data needs to the CITY. MEAD & HUNT will coordinate with CITY to gather the information, review the completeness and format of the information, and request additional information to remedy any data gaps required to complete the work.

A list of information that is expected to be requested, in Excel, CSV, or a GIS format is:

- Billing records (monthly, by meter) for the last twenty-five (25) months for ALL potable water meters (even temporary ones). At a minimum, please include:
    - Meter Read
    - Address
    - Meter location (if available) - some utilities have X/Y coordinates in the data; some keep it separate or do not have it.
    - Date of meter read
- Plant flow meter data (daily totals for the last twenty-five (25) months)
- Plant flow meter data (monthly totals for the last five (5) years)
- Cocoa interconnect flow data (daily preferred, monthly required)
- Storage tank inlet/outlet daily totals, as available, last twenty-five (25) months.
- Flushing locations and monthly totals for the last twenty-five (25) months
    - Locations of the flushing locations
    - Manual or automatic flushing
    - Typical duration of flushing (100 gpm @ ten (10) minutes, etc.)
    - Frequency of flushing (1/week, 3/week, 1/month)
- Fire Hydrant testing data from fire department reports or internal and estimated use (previous .
- Written meter changeout plan (if available)
- City's current CUP
- Any recent evaluations on the CUP or wells, including rehabilitation evals/reports.
- GIS data on meter locations, if available.

Data that is not available from CITY or other public sources may require an approximation of the values/impacts and may not be used in the work.

MEAD & HUNT anticipate the need for one (1) in-person meeting and one virtual meeting to review the data and discuss clarifications and potential data gaps and how they can be managed with the CITY.

PHASE 3 – WATER AUDIT

3.1 - Data Evaluation and Trending

MEAD & HUNT will compile and trend the data provided in Phase 2 to be used for the water audit. MEAD & HUNT will present the data trends to the CITY at an in-person meeting to review the information and solicit comments on the data trends.

3.2 - Water Audit

MEAD & HUNT will prepare the SJRWMD Standard Water Audit Form, Form 40C-2.900(7), using the CITY-provided data and subsequent analysis. It is not expected that all water will be accounted for during this analysis. A draft of the form will be developed and provided for the CITY to review. MEAD & HUNT and the CITY will meet to discuss comments on the draft water audit. MEAD & HUNT will prepare a meeting agenda and summary for the review meeting. After the meeting, MEAD & HUNT will prepare a final form for submission to the CITY and to the SJRWMD.

Deliverables – Water Audit

- Draft Water Audit Form (electronic PDF format)
- Final Water Audit Form (electronic PDF format)
- Data Trend Review Meeting Agenda and Summary (electronic PDF format)
- Water Audit Form Review Meeting Agenda and Summary (electronic PDF format)

PHASE 4 – CUP ASSISTANCE

If the CITY determines that an increase in their CUP over the remaining life of the permit (5-6 years) is warranted based upon the water audit and flow projections, MEAD & HUNT will obtain the use of a specialty subconsultant, Liquid Solutions Group, LLC (LSG), to assist in performing activities related to this phase of the work.

4.1 – Water Demand and Withdrawal Projections

The purpose of this task will be to estimate the total amount of water required to meet the public supply needs of the CITY's service area through the next twenty (20) years, with emphasis on demands through 2031. LSG will review previously completed studies, including the City's previous CUPs and the Central Springs East Coast Regional Water Supply Plan developed by the SJRWMD, and develop recommendations for water demand estimates to be used in the CUP application based on the analyses previously performed. If adequate population projections do not exist, LSG will use available parcel-level projections from the SJRWMD and supplement these estimates with CITY development information. The projected demands will be calculated using historical gross per capita water use information.

Deliverables – Water Demand and Withdrawal Projections

- Projected Water Demands for the City (graphical)

4.2 – Water Conservation Plan

The SJRWMD CUP Applicant's Handbook specifies the details of the water conservation plan that must be submitted with the CUP application. As part of the previous CUP application, the City developed and implemented a conservation plan in accordance with the CUP handbook requirements. For this subtask LSG will:

a. Coordinate with CITY staff to collect data and plan specific updates meeting CUP requirements.
b. Review the current water conservation plan elements and determine if any elements need to be updated based on recent laws or codes and ordinances.
c. Coordinate with CITY staff to receive the data needed to update the water conservation plan.
d. Develop the updated standard conservation plan and prepare a written draft conservation plan which describes the identification, formulation, and evaluation process for the selection of water conservation alternatives that support and are consistent with CITY water savings goals.

MEAD & HUNT will prepare for and attend a review meeting with the CITY to review the draft water conservation plan. A final water conservation plan for CUP application will be developed and submitted upon receipt and incorporation of review comments from the CITY.

Deliverables – Water Conservation Plan

- Draft Water Conservation Plan (PDF)
- Final Water Conservation Plan (PDF)

4.3 - Reuse Plan

As part of its CUP application, the CITY will be required to examine and assess the potential to further increase the beneficial use of reclaimed water to offset potable demands to the extent technologically, economically, and environmentally feasible. LSG will coordinate with the CITY to evaluate that current information regarding reclaimed water system expansions and investment relevant to the CUP is presented in an appropriate manner to address the CUP application requirements.

A draft Resue Plan will be developed and delivered to the CITY for review. MEAD & HUNT will prepare for and attend a review meeting with the CITY to review the draft Reuse Plan. A final Reuse Plan for the CUP application will be developed and submitted upon receipt and incorporation of review comments from the CITY.

Deliverables – Reuse Plan

- Draft Reuse Plan (PDF)

- Final Reuse Plan (PDF)

4.4 - Groundwater Modeling

A preferred future water supply scenario, including the location of any new wells and the pumping distribution from existing wells, will be identified through other project task authorizations. The groundwater modeling corresponding to the preferred scenario will be used as part of the CUP application. MEAD & HUNT will coordinate with the staff of the SJRWMD to confirm the modeling scenarios required to support the CUP application. Based on this feedback, LSG will perform the CUP-required simulations. LSG will use results of the groundwater modeling to assess the potential for environmental impacts associated with the proposed groundwater withdrawals. As required, the evaluation will also evaluate the potential for water quality impacts or impacts to other legal users.

This evaluation will be a “desktop” evaluation consistent with SJRWMD requirements which is based on available wetland and surface water data to validate that the CITY’s proposed withdrawals are not harmful (as defined by SJRWMD). LSG will prepare an impact assessment report summarizing the groundwater flow modeling methodology, assumptions, and results for inclusion in the CUP application.

One (1) site visit to any potentially affected wetlands is also included in this scope, but services from a wetland scientist or ecologist are not included.

Deliverables – Groundwater Modeling

- Impact Assessment Report (PDF)

4.5 - Application Forms

LSG will prepare the consumptive use permit application package that includes the Form 40C-2.900(1) and Supplemental Form 40C-2.900(1)e including required tables, figures, and supporting documents. Table and Figures will utilize information previously developed. The supporting documents include the water demand and withdrawal projections, water conservation plan, water audit, reuse plan and groundwater modeling files and documents developed under other tasks. LSG will either submit or assist the CITY with submitting the application to the SJRWMD via the E-Permitting portal. The CITY is responsible for the permit application fees required for CUP processing.

It is assumed that the application will not qualify for an early renewal and that the proposed modification(s) will not change the 2031/2032 permit expiration dates.

Deliverables – Application Forms

- E-portal submission of documents

4.6 - Pre-Application Coordination

MEAD & HUNT and LSG will attend up two (2) progress meetings with the CITY to discuss the permit application process and discuss strategic approaches associated to address the key elements of the CUP

application such as water demands, surface water, and groundwater allocations. Those meetings will be held up to the CUP application package submission to SJRWMD. For each meeting MEAD & HUNT will prepare a meeting agenda prior to the meeting and a meeting summary after the meeting.

MEAD & HUNT and LSG will attend up two (2) meetings with the SJRWMD to discuss the permit application and supporting documents to facilitate the review process of the application by SJRWMD. Those meetings will be held before the CUP application package submission to SJRWMD. For each meeting MEAD & HUNT will prepare a meeting agenda prior to the meeting and a meeting summary after the meeting.

Deliverables – Pre-Application Coordination

- Meeting Agenda and Meeting Summaries (PDF)

4.7 - Post-Application Services

LSG will respond to up to one (1) request for additional information (RAI) from the SJRWMD to clarify information submitted in the original CUP application package. If needed, MEAD & HUNT and LSG will coordinate and attend one (1) meeting with the CITY to discuss the RAI. MEAD & HUNT will prepare a meeting agenda prior to the meeting and a meeting summary after the meeting. If questions from the RAI require LSG to perform field work or new work that is not a clarification of the information previously submitted, LSG will respond to these questions after performing the additional work under an amendment to be scoped and budgeted separately from this proposal.

In addition, the draft CUP will be reviewed to ensure that the permit conditions, and especially the water allocations, are in accordance with the CUP application. In case of discrepancies, LSG will communicate with the SJRWMD to assist the CITY in revising the CUP accordingly.

Deliverables – Post-Application Services

- Meeting Agenda and Meeting Summary (PDF)
- Review comments on the draft CUP (PDF or e-mail)

PHASE 5 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as subconsultants, reproductions, postage and other miscellaneous costs. The major subconsultant for this project is Liquid Solutions who will be performing hydrogeologic consulting and groundwater modeling in support of the CUP application process. Specific tasks and associated costs are described in their sub-consultant proposal that is attached and included as part of this scope and fee estimate. Miscellaneous expenses will be charged at their direct cost and Subconsultants will be charged at actual cost plus 10%.

RESPONSIBILITIES OF CITY

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

- Provide requested data in the formats requested.
- Pay permit fees.

ASSUMPTIONS AND LIMITATIONS

MEAD & HUNT prepared this Scope of Work based on discussions at the April 9, 2026, project scoping meeting and with the following assumptions and limitations. If any of the below assumptions prove to be incorrect, MEAD & HUNT will consult with the CITY and, as necessary or appropriate, modify this Scope of Work via a Scope Change.

- CITY will provide the requested data in the formats requested.
- If a CUP modification is required, that is performed within the scope items listed herein.
- CITY will review and provide a consolidated matrix of comments within two (2) weeks of each submittal.

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Services of a Wetlands Scientist or Ecologist
- Converting requested data into the requested formats.

SCHEDULE

MEAD & HUNT estimates the work included in this task order will be completed in approximately 480 days, as depicted in **Attachment 1**. The estimates to complete each task are dependent upon timely receipt of data requests, CITY review time for submittals, and SJRWMD review time of submittals.

COMPENSATION

The not-to-exceed cost for this Scope of Services is **$286,342.00**.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$28,830*	*Lump Sum*
Phase 2– Data Collection and Review	*$14,992*	*Lump Sum*
Phase 3 – Water Audit	*$62,412*	*Lump Sum*
Phase 4 – CUP Assistance	*$24,670*	*Lump Sum*
Phase 5 – Subconsultants/Reimbursables	*$155,438*	*Misc Costs: Actual Cost* *Subs: Actual Cost + 10%*
TOTAL	***$286,342***	

Authorization

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

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

	MEAD AND HUNT, INC.		Approved by: MEAD & HUNT, INC.
By:	*Author/Submitter*	By:	*Authorized Signer Review*
Name:	Greg Taylor, PE	Name:	Brad T. Blais, PE
Title:	Senior Project Manager	Title:	Vice President/Client Manager
Date:	May 6, 2026	Date:	May 6, 2026

Accepted by: CITY OF TITUSVILLE

By: _____

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

Name: _____

Title: _____

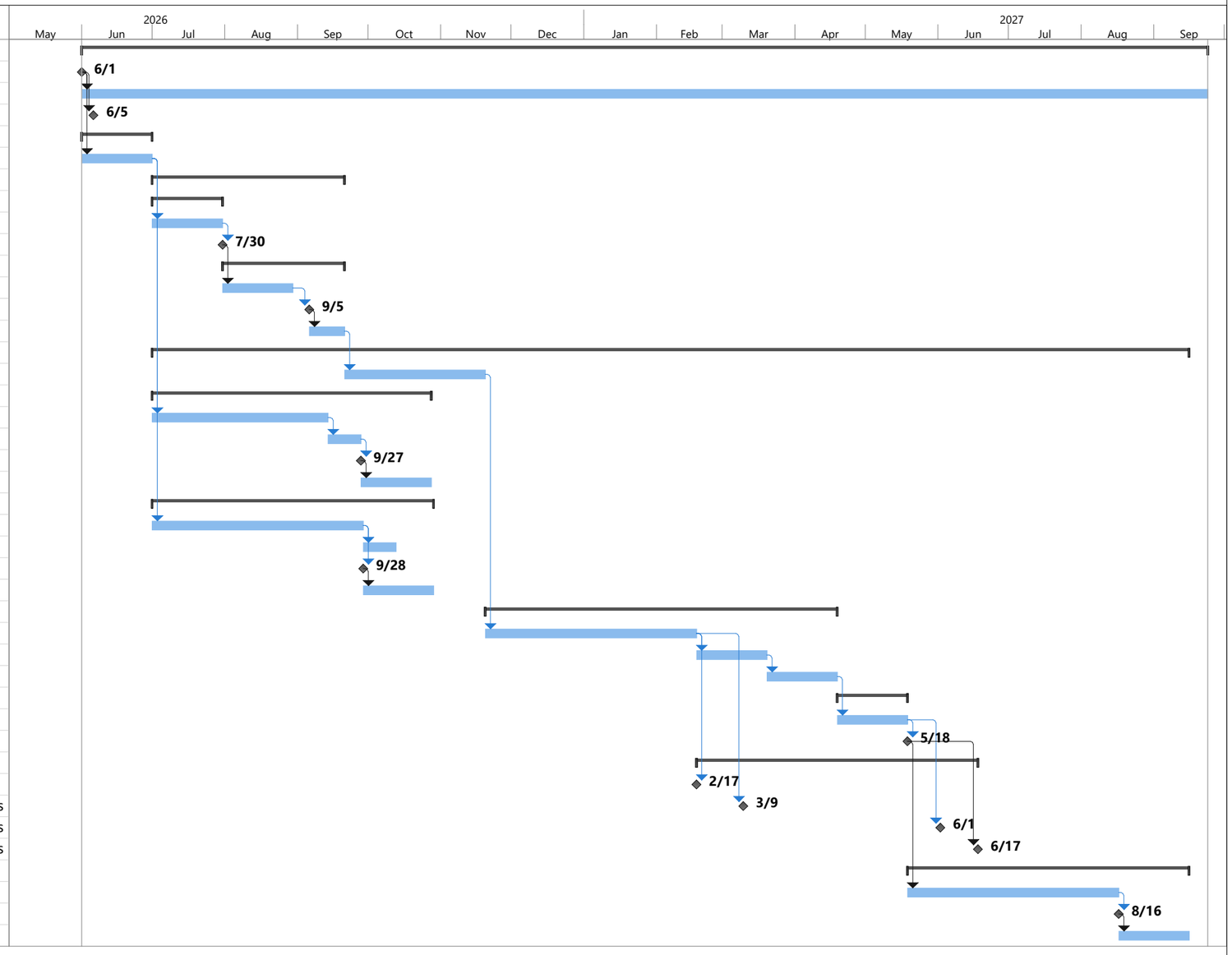
Date: _____

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

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF TITUSVILLE, 555 S. WASHINGTON AVENUE, TITUSVILLE, FL 32796, City Clerk, Wanda Wells, MMC, City Clerk, (321) 567-3686, Wanda.Wells@Titusville.com.

ATTACHMENT 1

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**Project Management**	**480 days**	**Mon 6/1/26**	**Thu 9/23/27**	
2		NTP	0 days	Mon 6/1/26	Mon 6/1/26	
3		Project Management	480 days	Mon 6/1/26	Thu 9/23/27	2
4		Project Kickoff Meeting	0 days	Fri 6/5/26	Fri 6/5/26	2FS+5 days
5		**Phase 2 - Data Collection and Review**	**30 days**	**Mon 6/1/26**	**Tue 6/30/26**	
6		2.1 Data Collection	30 days	Mon 6/1/26	Tue 6/30/26	2
7		**Phase 3 - Water Audit**	**82 days**	**Wed 7/1/26**	**Sun 9/20/26**	
8		**3.1 Data Evaluation and Trending**	**30 days**	**Wed 7/1/26**	**Thu 7/30/26**	
9		Prepare Data Trends	30 days	Wed 7/1/26	Thu 7/30/26	6
10		Data Trending Meeting	0 days	Thu 7/30/26	Thu 7/30/26	9
11		**3.2 Water Audit**	**52 days**	**Fri 7/31/26**	**Sun 9/20/26**	
12		Prepare Water Audit Form	30 days	Fri 7/31/26	Sat 8/29/26	10
13		Water Audit Form Review Meeting	0 days	Sat 9/5/26	Sat 9/5/26	12FS+7 days
14		Prepare Final Water Audit Form	15 days	Sun 9/6/26	Sun 9/20/26	13
15		**Phase 4 - CUP Assistance**	**442 days**	**Wed 7/1/26**	**Wed 9/15/27**	
16		4.1 Water Demand and Withdrawal Projectio	60 days	Mon 9/21/26	Thu 11/19/26	14
17		**4.2 Water Conservation Plan**	**119 days**	**Wed 7/1/26**	**Tue 10/27/26**	
18		Prepare Draft Water Conservation Plan	75 days	Wed 7/1/26	Sun 9/13/26	6
19		City Review	14 days	Mon 9/14/26	Sun 9/27/26	18
20		Water Conservation Plan Review Meeting	0 days	Sun 9/27/26	Sun 9/27/26	19
21		Prepare Final Water Conservation Plan	30 days	Mon 9/28/26	Tue 10/27/26	20
22		**4.3 Reuse Plan**	**120 days**	**Wed 7/1/26**	**Wed 10/28/26**	
23		Prepare Draft Reuse Plan	90 days	Wed 7/1/26	Mon 9/28/26	6
24		City Review	14 days	Tue 9/29/26	Mon 10/12/26	23
25		Reuse Plan Review Meeting	0 days	Mon 9/28/26	Mon 9/28/26	23
26		Prepare Final Reuse Plan	30 days	Tue 9/29/26	Wed 10/28/26	25
27		**4.4 Groundwater Modeling**	**150 days**	**Fri 11/20/26**	**Sun 4/18/27**	
28		Perform Groundwater Modeling	90 days	Fri 11/20/26	Wed 2/17/27	16
29		Desktop Evaluation	30 days	Thu 2/18/27	Fri 3/19/27	28
30		Prepare Impact Assessment Report	30 days	Sat 3/20/27	Sun 4/18/27	29
31		**4.5 CUP Application Forms**	**30 days**	**Mon 4/19/27**	**Tue 5/18/27**	
32		Prepare CUP Application Package	30 days	Mon 4/19/27	Tue 5/18/27	30
33		Submit application package (E-Portal)	0 days	Tue 5/18/27	Tue 5/18/27	32
34		**4.6 Pre-Application Coordination**	**120 days**	**Wed 2/17/27**	**Thu 6/17/27**	
35		SJRWMD Progress Meeting 1	0 days	Wed 2/17/27	Wed 2/17/27	28
36		SJRWMD Progress Meeting 2	0 days	Tue 3/9/27	Tue 3/9/27	28FS+20 days
37		SJRWMD Document Review Meeting 1	0 days	Tue 6/1/27	Tue 6/1/27	32FS+14 days
38		SJRWMD Document Review Meeting 2	0 days	Thu 6/17/27	Thu 6/17/27	33FS+30 days
39		**4.7 Post-Application Services**	**120 days**	**Wed 5/19/27**	**Wed 9/15/27**	
40		Prepare and Submit RAI	90 days	Wed 5/19/27	Mon 8/16/27	33
41		SJRWMD CUP Review Meeting	0 days	Mon 8/16/27	Mon 8/16/27	40
42		Review Draft CUP	30 days	Tue 8/17/27	Wed 9/15/27	41



Project: Titusville Water Audit and CUP Assistance
Date: Thu 4/30/26

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

LIQUID SOLUTIONS GROUP

April 20, 2026

Greg Taylor, PE
Mean & Hunt
11315 Corporate Boulevard, Building 500
Orlando, FL 32817

SUBJECT: Proposal for Consumptive Use Permitting Services for the City of Titusville

Dear Greg:

Please find attached a proposal for Liquid Solutions Group, LLC to provide Mead & Hunt with engineering services under the terms of a Contract to be executed. These engineering services are intended to result in the issuance of a St. Johns River Water Management District (SJRWMD) Consumptive Use Permit (CUP) modification to meet increased water demands in the City of Titusville's service area.

We look forward to working with you. Please do not hesitate to contact me if you have any questions about the attached proposal.

Sincerely,

Roberto Denis

Roberto Denis, PE, BC.WRE
Managing Member

Consumptive Use Permitting Engineering Services
Scope of Services and Fee Proposal

Background

The City of Titusville (City) currently has two Consumptive Use Permits (CUPs) with the St. Johns River Water Management District (SJRWMD) to meet residential and non-residential demands in its Service Area. CUP #10647 authorizes the City to withdraw up to 3.6 million gallons per day (MGD) from the surficial aquifer at its Area II and III wellfields. CUP #99052 authorizes the City to withdraw up to 2.75 MGD from the Upper Floridan aquifer (UFA) at its Area IV wellfield. The combined withdrawal for both the City's CUPs is limited to 6.01 MGD total through 2031.

Through this project it is anticipated that an application for modification of one or both CUPs will be developed for the City to meet its water demand through 2031. In order to complete the CUP application, several tasks are required as provided in the following scope of services. Liquid Solutions Group, LLC (LSG) will assist Mead & Hunt by completing the scope below.

Scope of Services

Task 1. Project Initiation and Management

LSG will attend one (1) meeting with the City to review the goals and scope of the CUP application, review the schedule and identify critical path issues. In addition, LSG will review and summarize the data as necessary for the evaluations LSG will perform. LSG will develop and submit a data request to the City specifying the information required to proceed with subsequent tasks.

LSG will also provide the following services for the duration of the project.

a. Program Coordination: Coordinate with Mead & Hunt throughout the program via meetings, email and phone conversations to respond to questions, provide regular project updates, and discuss planning activities and other project requirements.
b. Manage Budget: Manage the budget, schedule, and invoicing throughout the duration of program.
c. Progress Meetings: Attend progress meetings with the team to coordinate activities and work effort.

Task 2 – Water Demand and Withdrawal Projections

The purpose of this task will be to estimate the total amount of water required to meet the public supply needs of the City's service area through the next 20 years, with emphasis on demands through 2031. LSG will review previously completed studies, including the City's previous CUPs and the Central Springs East Coast Regional Water Supply Plan developed by the SJRWMD, and develop recommendations for water demand estimates to be used in the CUP application based on the analyses previously performed. If adequate population projections do not exist, LSG will use available parcel-level projections from the SJRWMD and supplement these estimates with City development information. The projected demands will be calculated using historical gross per capita water use information.

Task 3 – Water Conservation Plan

The SJRWMD CUP Applicant's Handbook specifies the details of the water conservation plan that must be submitted with the CUP application. As part of the previous CUP application, the City developed and implemented a conservation plan in accordance with the CUP handbook requirements. For this subtask LSG will:

a. Coordinate with City staff to collect data and plan specific updates meeting CUP requirements.
b. Review the current water conservation plan elements and determine if any elements need to be updated based on recent laws or codes and ordinances.
c. Coordinate with City staff to receive the data needed to update the water conservation plan.
d. Collect applicable data from the City and, utilizing Form 40C-2.900(7), perform a water audit with at least 12 consecutive months of data within the three-year period preceding the application.
e. Develop the updated standard conservation plan and prepare a written draft conservation plan which describes the identification, formulation, and evaluation process for the selection of water conservation alternatives that support and are consistent with City water savings goals.

A final water conservation plan for CUP application will be developed and submitted upon receipt and incorporation of review comments from the City. LSG will attend up to one (1) meeting with the City to review the draft water conservation plan.

Task 4 – Reuse Plan

As part of its CUP application, the City will be required to examine and assess the potential to further increase the beneficial use of reclaimed water to offset potable demands to the extent technologically, economically, and environmentally feasible. LSG will coordinate with the City to evaluate that current information regarding reclaimed water system expansions and investment relevant to the CUP is presented in an appropriate manner to address the CUP application requirements.

LSG will develop a draft reuse plan for review by the City. A final reuse plan for the CUP application will be developed and submitted upon receipt and incorporation of review comments from the City. LSG will attend up to one (1) meeting with the City to review the draft reuse plan.

Task 5 – Groundwater Modeling

A preferred future water supply scenario, including the location of any new wells and the pumping distribution from existing wells, will be identified through other project task authorizations. The groundwater modeling corresponding to the preferred scenario will be used as part of the CUP application.

LSG will coordinate with the staff of the SJRWMD to confirm the modeling scenarios required to support the CUP application. Based on this feedback, LSG will perform the CUP-required simulations. LSG will use results of the groundwater modeling to assess the potential for

environmental impacts associated with the proposed groundwater withdrawals. As required, the evaluation will also evaluate the potential for water quality impacts or impacts to other legal users.

This evaluation will be a “desktop” evaluation consistent with SJRWMD requirements which is based on available wetland and surface water data to validate that the City’s proposed withdrawals are not harmful. LSG will prepare an impact assessment report summarizing the groundwater flow modeling methodology, assumptions, and results for inclusion in the CUP application.

One (1) site visit to any potentially affected wetlands is also included in this scope, but services from a wetland scientist or ecologist are not included.

Task 6 –Application Forms

LSG will prepare the consumptive use permit application package that includes the Form 40c-2.900(1) and Supplemental Form 40c-2.900(1)e including required tables, figures, and supporting documents. Table and Figures will utilize information previously developed. The supporting documents include the water demand and withdrawal projections, water conservation plan, water audit, reuse plan and groundwater modeling files and documents developed under other tasks. LSG will either submit or assist the City with submitting the application to the SJRWMD via the E-Permitting portal. The City is responsible for the permit application fees required for CUP processing.

It is assumed that the application will not qualify for an early renewal and that the proposed modification(s) will not change the 2031/2032 permit expiration dates.

Task 7 – Pre-Application Coordination

LSG will attend up two (2) progress meetings with the City to discuss the permit application process and discuss strategic approaches associated to address the key elements of the CUP application such as water demands, surface water and groundwater allocations. Those meetings will be held up to the CUP application package submission to SJRWMD.

LSG will attend up two (2) meetings with the SJRWMD to discuss the permit application and supporting documents to facilitate the review process of the application by SJRWMD. Those meetings will be held before the CUP application package submission to SJRWMD.

Task 8 – Post-Application Services

LSG will respond to up to one (1) request for additional information (RAIs) from the SJRWMD to clarify information submitted in the original CUP application package. If questions from the RAI require LSG to perform field work or new work that is not a clarification of the information previously submitted, LSG will respond to these questions after performing the additional work under an amendment to be scoped and budgeted separately from this proposal. If needed, LSG will coordinate and attend one (1) meeting with the City to discuss the RAI.

In addition, LSG will review the draft CUP to ensure that the permit conditions, and especially the water allocations, are in accordance with the CUP application. In case of discrepancies, LSG will communicate with the SJRWMD to assist the City in revising the CUP accordingly.

Schedule

The scope of work will be completed within 360 calendar days (plus any additional review time as noted) from Notice to Proceed (NTP) as outlined in the following table. Completion per the schedule assumes City review within 2 weeks for draft deliverables.

Task	Description	Calendar Days to Complete	Triggering Event for Start Date
1	Project Initiation and Management	360	NTP
2	Water Demand and Withdrawal Projections	60	City provides data requested in Task 1
3	Water Conservation Plan	120	City provides data requested in Task 1
4	Reuse Plan	120	City provides data requested in Task 1
5	Groundwater Modeling	150	City approves demand projections in Task 2 and SJRWMD agrees to the demand projections
6	Application Forms	30	Completion of groundwater modeling in Task 5
7	Pre-Application Coordination	240	
8	Post-Application Services	120	From submittal of CUP application in Task 6

Budget

The compensation terms and task estimated budgets are on a Lump Sum basis as summarized in Table 1 below for a total amount of $141,307.40 to be authorized for completion of the tasks included in this scope of services.

Table 1. Compensation Terms and Task Budgets

Task	Description	LSG Labor Hours		Payment Terms	Total Budget
		Engineer P12	Engineer P10		
		$269.10	$209.30		
1	Project Initiation and Management	12	6	Lump Sum	$4,485.00
2	Water Demand and Withdrawal Projections	24	96	Lump Sum	$26,551.20
3	Water Conservation Plan	12	80	Lump Sum	$19,973.20
4	Reuse Plan	8	64	Lump Sum	$15,548.00
5	Groundwater Modeling	24	160	Lump Sum	$39,946.40
6	Application Forms	8	40	Lump Sum	$10,524.80
7	Pre-Application Coordination	32	12	Lump Sum	$11,122.80
8	Post-Application Services	24	32	Lump Sum	$13,156.00
Total LSG Project Fee (Lump Sum)					**$141,307.40**

TASK ORDER FOR PROFESSIONAL ENGINEERING CONTINUING CONSULTING SERVICES AGREEMENT

City of Titusville
Purchasing & Contracting Division

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

CONTRACT#: CO23Q006-TB MH **TASK ORDER#: MHTO007**
CONSULTANT: Mead & Hunt Inc. **PROJECT#: WR2601**
ADDRESS: 4401 Eastport Parkway **PROJECT NAME: Water Audit and Consumptive Use**
Port Orange, FL 32127 **Permitting Assistance**

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

Provide engineering consulting services including, but not limited to, a comprehensive water audit and evalua the City's existing Consumptive Use Permit (CUP) with the St. Johns River Water Management District to determine the feasibility of increasing permitted withdrawals from the Area II and Area III wellfields in accordance with Mead & Hunt, Inc. Consultant's proposal dated May 6, 2026, attached hereto. All tasks set forth herein shall be performed under the terms and conditions of the Non-Exclusive Professiona Continuing Engineering agreement.

A) TOTAL AMOUNT OF TASK AWARDED PRIOR TO THIS TASK ORDER	$684,695.00
TOTAL AMOUNT FOR THIS TASK ORDER	$286,342.00
TOTAL AMOUNT OF TASK AWARDED INCLUDING THIS TASK ORDER	$971,037.00

B) TERM FOR THIS TASK ORDER

COMPLETION DATE FOR THIS TASK ORDER:9/23/2027 MM/DD/YYY 9/23/2027 #of Days

CONSULTANT:

Date:

CITY OF TITUSVILLE:

Date:

Tom Abbate, City Manager

ATTEST:

Date:

Wanda F. Wells, City Clerk

City of Titusville - Staff Reviews

Leslie A. Rothering, Purchasing & Contracting Administrator:

(Council Approved: 07/14/26)

Date:

(Signature)

Date:

Sandy Reller, Public Works Director

(Signature)

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

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

WITNESSETH THAT:

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

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

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

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

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

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

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

The Consultant shall provide the City with professional engineering services and

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

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

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

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

ARTICLE I – CONTRACT DOCUMENTS

The Contract Documents on which this agreement between the City and Consultant is based, which contains the plans and specifications in accordance with which the work is to be done, are attached, and incorporated as if fully set out herein and include the following:

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

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

ARTICLE II - TERM, SCHEDULE AND TIME OF PERFORMANCE

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

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

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

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

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

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

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

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

ARTICLE III - STATEMENT OF WORK AND DELIVERABLES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV - COMPENSATION

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

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

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

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

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

reasonable.

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

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

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

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

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

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

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

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

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

ARTICLE V - INDEMNITY AND INSURANCE

A. As a part of the consideration provided hereunder by the City, the City and Consultant agree that Consultant shall indemnify and hold harmless the City, its public officers, and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and persons employed or utilized by Consultant in the performance of this contract.

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

ARTICLE VI - FUNDING CONTINGENCY

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

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

ARTICLE VII - PROJECT MANAGEMENT

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

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

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

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

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

Contract.

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

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

City Manager
555 S. Washington Avenue
Titusville, FL 32796

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

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

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

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

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

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

ARTICLE VIII - CCNA PROVISIONS

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

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

ARTICLE IX – TERMINATION

A. **Termination for Convenience.** Notwithstanding any other provision of this Contract,

the City may terminate this Contract or any Work issued under it, in whole or in part, at any time, with or without cause, upon thirty (30) days written notice to the Consultant. Upon receiving notice of termination, the Consultant shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services or facilities except as needed to continue any portion of the Work that was not terminated. The Consultant shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

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

B. **Termination for Cause.** The contract may be terminated by the City for cause in the event of any breach hereof, including but not limited to, Consultant's:

1. Failing to carry forward and complete Work in accordance with the requirements hereof;
2. Failing to comply with applicable laws, regulations, permits, or ordinances;
3. Failing to timely commence or continuously and vigorously pursue correction of defective Work;
4. Making a general assignment for the benefit of its creditors;
5. Having a receiver appointed because of insolvency;
6. Filing bankruptcy or having a petition for involuntary bankruptcy filed against it;
7. Failing to make prompt payments, when properly due, to sub-Contractors, vendors, or others for materials or labor used in the work; or

8. Making material misrepresentation to the City regarding Work or performance thereof.

The City shall provide Consultant with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of termination. Such notice shall state the nature of the deficiency and, at the City's sole judgement and discretion, may afford Consultant an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Consultant shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Consultant. If the expense exceeds the unpaid balance, Consultant shall pay the difference to the City. The expense incurred by the City and the damage incurred through Consultant's default will be certified by the City.

C. **Bankruptcy**. If the Consultant shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Consultant or any of their property; or if it should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Contract; or persistently disregard instructions of the Purchasing & Contracting Administrator; or fail to observe or perform any provisions of the Contract Documents; or otherwise be guilty of a substantial violation of any provisions of the Contract Document, then the City may – by at least five (5) days prior written notice to the Consultant – without prejudice to any other rights or remedies of the Owner under the contract, terminate the Consultant's right to proceed with the work. In such event, the Owner may take over the Work and proceed with same to completion – by Contract or otherwise – and the Consultant and its Sureties shall be liable to the City for any excess cost incurred by the City. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the Contract Documents.

ARTICLE X – PERSONNEL

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

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

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

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

1. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subconsultants' affidavit as part of and pursuant to the records retention requirements of this Contract.
2. The City, Consultant, or any Subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant.
4. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Contract by the

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

5. Subcontracts: Consultant or Subconsultant shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any Subconsultant or lower tier subcontractor with the clauses set forth in this section.

ARTICLE XI - MISCELLANEOUS PROVISIONS

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

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

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

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

D. **Certification of Restrictions on Lobbying.** The Consultant agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Consultant to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Consultant to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

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

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

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

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

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

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

K. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Contract, including appeals, each party shall bear its own costs and attorney's fees.

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

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

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

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

P. **Separate Counterparts & Execution.** This Contract and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same contract. Execution and delivery of this Contract and any amendments by the Parties shall be legally valid and effective through; (i) executing

and delivering the paper copy of the documents, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (".pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving, or storing by electronic means this Contract and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Contract (i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of the Contract is sought.

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

R. **Public Records**.

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

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

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

d) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

2. The term "public record" as used in this provision includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONSULTANT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. Washington Ave., Titusville FL 32796.

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

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

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

Date: 3/30/23

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

By _____
Daniel E. Diesel, Mayor

Date 4-10-23

ATTEST:

Wanda F. Wells, City Clerk

Date 4-10-23

APPROVED AS TO FORM:

Richard C. Broome, City Attorney

Date 4-7-2023

APPROVED AS TO CONTENT:

William S. Larese, City Manager

Date 4-10-23

Staff Preparation:

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

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

CO23Q006/TB -APPENDIX A

SPECIAL PROVISIONS

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

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

(1) VIOLATION OR BREACH OF CONTRACT TERMS

See the following Contract provisions:

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

(2) EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

(D) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(F) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(G) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(H) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The Owner further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work

on or under the contract.

The Owner agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultants and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Owner further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultants and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Owner agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(3) CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The provisions of this section apply to construction contracts in excess of $100,000 that use mechanics or laborers, as required by 40 U.S.C. 3702 and 3704 as supplemented by 29 CFR Part 5.

No Consultant or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic to work for the Consultant or subcontractor in excess of forty hours in a workweek for which he or she is employed by the Consultant/subcontractor unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate for all hours worked in excess of forty hours in such workweek.

Additionally, neither the Consultant or any subcontractor shall require any laborer or mechanic employed in the performance of the work under this Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation.

(4) CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The provisions of this Section apply to contracts and subgrants of amounts in excess of $150,000.

(A) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671q).
(B) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
(C) The Consultant agrees to report each violation to the County. The Consultant and the County will, in turn, report each violation to the United States Treasury, and the Regional Office of the Environmental Protection Agency (EPA).

(5) DEBARMENT AND SUSPENSION

The provisions of this section apply to subcontracts with a value equal or in excess of $25,000.

(A) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

(B) SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(C) The Consultant verifies and certifies the neither the Consultant, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (as defined at 2 CFR 180.940) or disqualified (defined at 2CFR Section 180.935) from participating in this Contract.

(D) The Consultant certifies and agrees to comply with 2 CFR Part 180, Subpart C throughout the term of the Contract and agrees to include a requirement to comply with these regulations in any lower tier covered transaction entered into by the Consultant with subcontractors.

(E) These certifications are material representations of fact relied upon by the Owner. If it is later determined that the Consultant did not comply with 2 CFR Part 180, subpart C, in addition to the remedies available to the Owner, the State of Florida, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

(6) BYRD ANTI-LOBBYING AMENDMENT.

The provisions of this Section apply to contracts valued at $100,000 or more.

The Contactor certifies, to the best of his or her knowledge and belief, that:

(A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(C) The Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(D) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(7) PROCUREMENT OF RECOVERED MATERIALS

The Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(8) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(A) The Consultant is prohibited from obligating or expending loan or grant funds to:

(1)Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(b) Telecommunications or video surveillance services provided by such entities or using such equipment.

(c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(B) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(C) See Public Law 115-232, section 889 for additional information.

(D) See also 2 CFR 200.471.

(9) DOMESTIC PREFERENCES FOR PROCUREMENTS

(A) As appropriate and to the extent consistent with law, the County, given federal funds are being used to fund this Contract, informs the Consultant of the preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(B) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or impart of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(10) CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(To be submitted with each bid or offer exceeding $100,000)
The Consultant certifies, to the best of his or her knowledge, that:

(A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(C) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite

for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

(11) ADDITIONAL FEMA REQUIREMENTS

(A) **Access to Records**:

(1) The consultant agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The consultant agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

(B) DHS (Department of Homeland Security) Seal, Logo and Flags

The consultant shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(C) Compliance with Federal Law, Regulations and Executive Orders

The consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

(D) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

(E) Fraud and False or Fraudulent or Related Acts

The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's actions pertaining to this contract.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Opioid National Settlement Fund Distributions**

Department/Office: Law Enforcement

Recommended Action:

Approve the purchase of Automated External Defibrillators (AEDs) for police vehicles from Rescue One in the amount of $52,000 utilizing funding from the restricted Opioid Settlement Fund. Additionally, approve the associated budget amendment.

Summary Explanation & Background:

The Titusville Police Department is seeking City Council's approval to distribute $52,000 from the current Opioid National Settlement account to Law Enforcement to carry out eligible Opioid Crisis Remediation and Abatement Programs and Activities. These conducted programs and activities will align with the State of Florida Memorandum of Understanding.

The distribution request is as follows:
$52,000 Police Department patrol vehicle Automated External Defibrillators (AED's).

Staff is requesting Council's approval of the budget amendment to utilize Opioid Funds and authorization to use said funds for the purchase of AED's from Rescue One for patrol vehicles. The AED model selected, LIFEPAK CR2, exceeds competitor products through advanced technology and less maintenance and service. The price quote was compared to other available sources and found to be the best option for this purchase.

The opioid crisis continues to be a major public health emergency, contributing to a substantial number of overdose-related deaths annually. In alignment with the allowable uses outlined in Exhibit B, Schedule B, Section H of the national opioid settlement agreement, this proposal seeks to utilize opioid remediation funding to purchase Automated External Defibrillators (AEDs) to improve emergency responses to opioid overdoses and reduce overdose deaths in Titusville and surrounding areas.

The American Heart Association (AHA) guidelines for opioid-associated emergencies recommend responders obtain both naloxone and an AED. AED's are particularly critical in cases of Opioid-Associated Out-of-Hospital Cardiac Arrest (OA-OHCA).

According to AHA statistics, approximately **350,000 cardiac arrests occur outside hospitals annually**. Recent studies estimate: • **17.6%** of all OHCAs are drug-related.
• Among adults under 60**, 34%** of OHCAs are drug-related.

The vast majority of these cases are opioid-related. In such emergencies, early defibrillation and high-quality CPR, both supported by AED use, are critical to survival.

Many cities and counties across the U.S. have already leveraged opioid settlement funds to purchase AEDs as part of their opioid death prevention strategy. This proposal is aligned with these practices and with the settlement's intended goal to implement evidence-informed strategies to save lives.

It is recommended that City Council approve the purchase of AEDs for police vehicles from Rescue One in the amount of $52,000 utilizing funding from the restricted Opioid Settlement Fund. Additionally, approve the associated budget amendment.

Alternatives:
Do not approve budget amendments as requested

Item Budgeted:
No, see Budget Amendment

Source/Use of Funds/Budget Book Page:
Source: 001-0000-389.11-04-GF2110 Restricted Opioid Settlement Funds $52,000
Use: 001-0801521.52-01-GF2110 Law Enforcement Operating Supplies $52,000

Strategic Plan:
Goal 1: Quality of Life

Strategic Plan Impact:
This action will allow police patrol vehicles to be equiped with AEDs.

ATTACHMENTS:
1. Opioid Management Plan- Titusville 26-27
2. FL Opioids Allocation MOU
3. TitusvillePD Q20997
4. TPD - OPIOID SETTLEMENT PROPOSAL - 20 AED UNITS
5. BA - Opioid National Settlement Fund Distributions

CITY OF TITUSVILLE
OPIOID SETTLEMENT
IMPLEMENTATION PLAN
2026-2027

Overview

This implementation plan outlines how the City of Titusville intends to allocate and utilize the opioid settlement funds in alignment with the requirements of Schedules A and B of the opioid settlement. This plan details the specific areas of focus, the amount of funds dedicated to each area, and any associated hiring, fixed capital outlay projects, and vehicle purchases.

Funding Allocation

Schedule A: Core Strategies

The following areas will be funded in alignment with Schedule A:

A. Naloxone or other FDA-approved drug to reverse opioid overdose

- **Amount:** $10,000
- **Description:** Expand training for first responders, schools, community support groups, and families.
  Hiring: N/A
  Capital Outlay: N/A

B. Medication-Assisted Treatment (MAT)

- **Amount:** $5,000
- **Description:** Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders.
  Hiring: N/A
  Capital Outlay: N/A

G. Prevention Programs

- **Amount:** $ 50,000
- **Description:** Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign) to prevent youth from misusing tobacco; Incorporation of opioid risk and abuse awareness and Narcan (Naloxone) training into "Hand On CPR" classes;

  Funding for school-based and youth-focused programs that discourage or prevent misuse through discipline and directional training.
- **Hiring:** N/A
- **Capital Outlay:** contractual agreement with marketing company to disseminate information regarding opioid risks/misuses. Purchase of supplies and training material/equipment.
- **Vehicle Purchases**: N/A

Schedule B: Approved Uses
The following areas will be funded in alignment with Schedule B:

C. **Connect people who need help to the help they need (Connections to Care)**
   - **Amount:** $10,000
   - **Description:** Support the work of Emergency Medical Systems to connect individuals to treatment of other appropriate services following opioid overdose or other opioid related adverse event(s).
   - **Hiring:** N/A
   - **Capital Outlay:** Narcan (Naloxone) distribution and MIH related software system to better capture relevant data, identify trends, and effectively serve more community members in need.
   - **Vehicle Purchases:** N/A

H. **Prevent overdose deaths and other harms (harm reduction)**
   - **Amount:** $80,000
   - **Description:** Increase availability and distribution of Naloxone and other drugs and/or equipment and devices that treat overdoses for first responders, overdose patients, individuals with OUD, individuals at high risk of overdose, schools, or other members of the public;

     Increase the survival rate of an overdose by equipping law enforcement patrol vehicles with Automated External Defibrillators (AEDs).
     Hiring: N/A
   - **Capital Outlay:** Purchase of Naloxone supplies, training materials, and equipment; purchase of AED units and supplies.
   - **Vehicle Purchases:** N/A

I. **First Responders**
   - **Amount:** $5,000
   - **Description:** Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
   - **Hiring:** N/A
   - **Capital Outlay:** N/A
   - **Vehicle Purchase:** N/A

Total Funding and Distribution
- **Total Settlement Funds:** $ 160,000.00
- **Schedule A Allocation:** $ 65,000.00
- **Schedule B Allocation:** $ 95,000.00

Implementation Timeline
- **Q1 2026:** Launch prevention programs and public awareness campaign, purchase AEDs.
- **Q2 2026:** Contract with marketing company for opioid media campaign, begin prevention programs.

- **Q3 2026:** Begin following up on each overdose post 9-1-1 call and provide services/resources, begin implementation of MAT training, distribute Narcan (Naloxone) and training.
- **Q4 2026:** Full implementation and evaluation of all funded programs.

Monitoring and Evaluation
Regular monitoring and evaluation will be conducted to ensure the effectiveness of funded programs. Reports will be submitted to the appropriate oversight committee detailing progress, outcomes, and any necessary adjustments to the implementation plan.

Conclusion
This implementation plan provides a comprehensive approach to utilizing the opioid settlement funds in a manner that aligns with the requirements of Schedules A and B. Through strategic investment in prevention, treatment, recovery, public awareness, and law enforcement support, Titusville aims to significantly reduce the impact of the opioid crisis in our community.

FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ('State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits "A" and "B," and to ensure that the funds are expended in compliance with evolving evidence-based "best practices;" and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.

7. "'Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."

11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.

12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at *https://www.census.gov. For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit "C." In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.

(i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

(i) Oversight of the any contractual or grant requirements;

(ii) Develop and utilize standardized monitoring tools;

(iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and

(iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue**: This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices**. All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records**: The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply will all applicable provisions of that Chapter.

6. **Modification**: This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

11/15/2021

By: John Guard DATED

Its: Chief Deputy Attorney General

EXHIBIT A

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

EXHIBIT B

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C

County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

	Weeki Wachee		0.001234708678%
Highlands		0.357188510237%	
	Highlands County		0.287621754986%
	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
	Esto		0.006269778036%
	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%

QUOTE

Q20997 Rev2
Date: 04-03-2026
Expiration Date: 07-30-2026

Rescue One
training for life, inc.

BILL TO:

Titusville Police Department
Donald Welk
1100 John Glenn Boulevard,
Titusville, FL 32708
321-264-7800
Donald.Welk@titusville.com

20--001711 - CR2 Cellular, Semi-Auto, Eng, Carry Case -

SHIP TO:

Lori Valantiejus
7621 Rickenbacker Dr.
Gaithersburg, MD 20879
Phone: 7274606081
Email: LValanti@rescue-one.com

Titusville Police Department
Donald Welk
1100 John Glenn Boulevard,
Titusville, FL 32708
321-264-7800
Donald.Welk@titusville.com

Qty	Item #	Item Name	Description	Item Price	Total
1		SAVVIC Contract: 2024-06	** In Stock - Ready to Ship**	$ 0.00	$ 0.00
20	99512-001711	LIFEPAK CR2 Cellular Defibrillator, Semi Automatic, English-Spanish, carrying case	LIFEPAK CR2 Cellular Defibrillator, Semi-Automatic, English-Spanish, carrying case: includes pre-connected 4 year electrodes, battery, carry case, operating instructions, USB cable, Basic LIFELINKcentral AED program manager List = $3,353.00 What's Included: Physio-Control LIFEPAK CR2 8-Year Manufacturer's Warranty Adult/Child Electrode Pads Long-life Lithium AED Battery Semi-Rigid Carry Case USB Cable Owner's Manual FREE CPR/AED Ready Kit FREE Medical Prescription / Authorization FREE Inspection / Maintenance Tag FREE "AED Equipped Facility" Decal FREE Lifetime AED Tracking/Monitoring	$ 2,515.00	$ 50,300.00
20	50998-000027	LIFEPAK CR2 4G Data Plan	LIFEPAK CR2 4G Data Plan List = $537.00	$ 0.00	$ 0.00
20	R1-RK	Ready Kit	Contents: (1) Razor, (1) Scissors, (1) facemask, (2) Nitrile Glove, (2) Gauze Pad, (1) alcohol prep pad List = $25.00	$ 0.00	$ 0.00
20	AED Check Tag	AED Check Tag	AED Inspection tag w/ grommets	$ 0.00	$ 0.00
20	AED Decal/Sticker	AED Decal/Sticker	Rescue One AED Equipped Facility Sticker	$ 0.00	$ 0.00
1	Shipping	Shipping	Estimated: Freight will be calculated at the time of shipment and added to final invoice.	$ 225.00	$ 225.00
1	Discount	Project Support Discount	Project Support Discount - Special pricing has been extended based on the scope of this project.	$ -2,200.00	$ -2,200.00

3	11101-000021	Replacement Electrode Kit - QUIK-STEP pacing/ECG electrodes - 4 year	Replacement Electrode Kit - QUIK-STEP pacing/ECG electrodes - 4 year MAP = $196.00	$ 166.00	$ 498.00
3	11141-000165	Replacement Battery Kit - Lithium battery	Replacement Battery Kit - Lithium battery MAP = $341.00	$ 289.00	$ 867.00

Sub Total: $ 49,690.00
Shipping & Handling: $ 0.00
Discount: $ 17,003.17
Tax: $ 0.00
Total: $ 49,690.00

*****Please Do Not Pay From Quote. Upon Order Approval An Invoice Will Be Generated Reflecting Any Applicable Tax or Shipping Charges.*****

To Accept this Quotation Please Sign Here and Return: _____

Thank you for your business!

Proposal for Use of Opioid Settlement Funding to Purchase Automated External Defibrillators (AEDs)

Submitted by: Titusville Police Department

Date: April 10, 2026

Subj: Request for Opioid Remediation Funds for the Acquisition of AEDs in Response to Opioid-Associated Emergencies

Background and Justification

The opioid crisis continues to be a major public health emergency, contributing to a substantial number of overdose-related deaths annually. In alignment with the allowable uses outlined in Exhibit B, Schedule B, Section H of the national opioid settlement agreement, this proposal seeks to utilize opioid remediation funding to purchase Automated External Defibrillators (AEDs) to improve emergency responses to opioid overdoses and reduce overdose deaths in Titusville and surrounding areas.

Section H of the approved uses states:
"Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following…"

While the section does not explicitly state medical equipment purchases, the phrase "but are not limited to" permits a broader interpretation that includes evidence-based tools and strategies for reducing opioid-related fatalities. AEDs meet this requirement.

Evidence-Based Need for AEDs in Opioid Overdose Response

The American Heart Association (AHA) guidelines for opioid-associated emergencies recommend responders obtain both naloxone and an AED. AEDs are particularly critical in cases of Opioid-Associated Out-of-Hospital Cardiac Arrest (OA-OHCA). According to AHA statistics, approximately **350,000 cardiac arrests occur outside hospitals annually**. Recent studies estimate:

- **17.6%** of all OHCAs are drug-related.
- Among adults under 60**, 34%** of OHCAs drug-related.

The vast majority of these cases are opioid-related. In such emergencies, early defibrillation and high-quality CPR, both supported by AED use, are critical to survival.

Reasons for AED Purchase

The following features and benefits of AEDs, specifically the Stryker LIFEPAK CR2 AED, demonstrate clear alignment with opioid remediation goals:

1. **CPR Coaching for Law Enforcement and First Responders:**
   Most opioid overdoses are initially managed by law enforcement, who often receive less frequent CPR training than EMS/fire personnel. AEDs with real-time CPR coaching significantly improve the quality of CPR, directly influencing survival outcomes.
2. **CPR Insight™ Algorithm:**
   The CR2 AED is the only device equipped with FDA-approved CPR Insight™ technology, enabling uninterrupted chest compressions during rhythm analysis. This continuous CPR is critical for maintaining cerebral perfusion during opioid-associated cardiac arrest, significantly improving the chances of survival and better cognitive outcomes."
3. **Integration with LIFENET® Care:**
   LIFENET allows EMS, fire, and hospitals to receive real-time cardiac data from the AED, improving care coordination and ensuring timely and informed transition of care—key to positive overdose outcomes.
4. **Scientific Evidence: Opioids and Cardiac Arrhythmias:**
   Peer-reviewed research shows that opioid use, especially in those undergoing maintenance treatment, can lead to QT interval prolongation, increasing the risk of ventricular tachycardia or fibrillation—both of which require immediate defibrillation. This evidence confirms AEDs are not only useful but essential in managing opioid-related cardiac events.
5. **High-Energy Defibrillation: Critical for Challenging Defibrillation Cases:**
   The Stryker LIFEPAK CR2 AED offers the highest available escalating energy—up to 360 joules. This feature is especially critical for patients who are difficult to defibrillate, such as those experiencing prolonged cardiac arrest or with underlying cardiac conditions. The ability to deliver higher energy levels increases the likelihood of successful defibrillation when initial shocks are ineffective. This makes LIFEPAK CR2 a vital tool in improving response effectiveness during opioid-related cardiac arrests.

Precedent for Use of Funds

Many cities and counties across the U.S. have already leveraged opioid settlement funds to purchase AEDs as part of their opioid death prevention strategy. This proposal is aligned with these practices and with the settlement's intended goal to implement evidence-informed strategies to save lives.

Funding Request

We are requesting $50,000 of opioid settlement funding for the purchase and deployment of twenty (20) LIFEPAK CR2 AEDs in our Patrol Department to be used by first responders during opioid overdose emergencies (See attached Quote). This initiative is part of a broader effort to reduce opioid-related deaths and strengthen our community's emergency response infrastructure. The cost of the AED's is $48,325. An additional amount of $1,675 is requested for anticipated supplies during the next year.

Conclusion

The inclusion of AEDs as part of opioid overdose response strategies is both evidence-based and lifesaving. Given the high incidence of OA-OHCA and the direct benefits AEDs offer in such emergencies, their purchase using opioid settlement funds is a justifiable and necessary use consistent with Exhibit E, Section H. This investment will empower first responders, improve survival outcomes, and support our shared mission to reduce opioid-related harm in Titusville.

Attachments

Rescue One Quote

Budget Amendment/Transfer Form

Source of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
001-0000-389.11-04-GF2110	GF2110	RESTRICTED	$ 52,000	Budget Amendment
		Total	**$ 52,000**	

Use of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
001-0801-521.52-01-GF2110	GF2110	OPERATING SUPPLIES/OPERATING SUPPLIES	$ 52,000	Budget Amendment
			$ -	Budget Amendment
		Total	**$ 52,000**	

Input Name:	Budget Office Approval:	Notes:
		07/14/26 CITY COUNCIL MEETING - OPIOID NATIONAL SETTLEMENT FUND DISTRIBUTION FOR PURCHASE OF TPD PATROL VEHICLE AED'S
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: **Approve Resolution No.15-2026 to amend the City's SHIP 2025-2028 LHAP**

Department/Office: Neighborhood Services

Recommended Action:

Approve Resolution No.15-2026 to amend the City's SHIP 2025-2028 LHAP to incorporate the requirements of Senate Bill 594.

Summary Explanation & Background:

On June 26, 2026, Governor DeSantis signed Senate Bill 594 into law (effective July 1, 2026). This new law becomes part of the SHIP program moving forward. This imposes new requirements for the SHIP program beginning with State fiscal year 2026-2027. The changes are related to mobile homes and mobile home parks and include the following criteria:

Requires every SHIP LHAP to include a strategy to address Manufactured Housing (mobile homes). The new strategy must include:

1. Relocation assistance for owners/tenants who have been evicted due to a closure of a mobile home park
2. Lot rent assistance to owners of manufactured housing/mobile homes not to exceed six months, and
3. Rehabilitation/emergency repairs to homes built after June 1994.

SB 594 also repeals the 20% expenditure cap on manufactured housing by the City.

As a result of SB 594, the City must amend its LHAP to incorporate these changes with the provided language from the Florida Housing Finance Corporation (FHFC), for approval. Strategy G. Manufactured Housing (mobile homes) has been added as a local strategy to the LHAP.

Staff is seeking City Council's approval of the amendment to the City's current LHAP to incorporate a Manufactured Housing (mobile home) strategy in accordance with SB 549, as written, and the associated Resolution adopting the amendment, as well as

authorization for the Neighborhood Services Director to sign the program certification document as necessary.

Alternatives:
None

Item Budgeted:
N/A

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

Strategic Plan:
Goal 5: Effective Governance

Strategic Plan Impact:
This action updates the existing plant to address SB594.

ATTACHMENTS:
1. Resolution No. -2026 LHAP AMENDMENT 1
2. 2025-2028 TITUSVILLE LHAP AMENDMENT 1- ADDING MANUFACTURED HOUSING
3. Exhibit D- Amendment Certification
4. Public Notice- Amendment
5. Chapter 173-2026 Law - SB 594

RESOLUTION#:15-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TITUSVILE, FLORIDA, AMENDING RESOLUTION 10-2025 TO APPROVE A LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT; AUTHORIZING AND DIRECTING THE MAYOR, OR DESIGNEE, TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership Act (SHIP Act), ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* the City finds that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. Therefore, the City will elect to utilize the maximum 10 percent allowed of the local housing distribution, plus 5% of program income deposited into the trust fund, for the cost of administering the program, except as defined in s. 120.52(19), should the City receive a local housing distribution not to exceed $350,000, it will elect to use 10 percent of program income for administrative costs.

WHEREAS, Amendment #1 to the three-year Local Housing Assistance Plan for programs years 2025/2026, 2026/2027 and 2027/2028 incorporates requirements of SB 594- Manufactured Housing (mobile homes), for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public for the City of Titusville to submit an Amendment to its Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

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

Section 1: The City Council of the City of Titusville hereby approves Amendment #1 of the Local Housing Assistance Plan, as attached, and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2025-2026, 2026-2027, 2027-2028.

Section 2: The Mayor and/or Designee, is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

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

PASSED AND ADOPTED THIS 14th DAY OF JULY 2026.

_____

Andrew Connors, Mayor

(SEAL)

ATTEST:

_____

Wanda F. Wells, City Clerk

Florida Housing

Local Government

TITUSVILLE, FLORIDA

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2025-2026, 2026-2027, 2027-2028

AMENDMENT #1

(SB 594)

Adopted by City Council 4/22/2025

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E. Rental Rehab Program	**12**
F. New Housing Construction	**13**
G. Manufactured Housing (Mobile Homes)	**14**
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A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Resolution	

I. Program Details:

A. LG(s)

Name of Local Government	TITUSVILLE
Does this LHAP contain an interlocal agreement?	NO
If yes, name of other local government(s)	

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2025-2026, 2026-2027, 2027-2028

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through the availability of the Local Housing Assistance Plan and Notice of Funding Availability on the department's webpage and social media venues, as well as email notifications to local community groups seeking input. An additional opportunity for input was provided at an advertised public City Council meeting prior to approval.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established for applicants. Those households on the waiting list will be notified of their status upon application and again when their name reaches a position on the list for interview and final application status. Applicants will be maintained in an order that is consistent with the time a preliminary application was submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

1. Households with identified emergency conditions within the housing unit that addresses eligible life safety and/or health conditions of the assisted property.
2. Households identified as special needs in accordance with FS 420.004.
3. Households who have not received assistance previously.

J. Discrimination : In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, and Foreclosure Counseling.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides

periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget is attached as Exhibit A. The city finds that the monies deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "*The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	All administrative duties	100
Third Party Entity/Sub-recipient	None	N/A

R. First-time Homebuyer Definition: For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

S. **Project Delivery Costs:** Must state the specific strategies and the specific activities that will be charged as a PDC. *State the percentage and/or maximum dollar amount.*

- Substantial Rehab Program- where third parties are utilized to perform inspections and provide work write up's, 5% of the estimated costs of repairs OR a maximum of $1500.00, whichever is less, will be charged as project delivery fee.
- First Time Homebuyer Program – where a subrecipient and/or sponsor is utilized to manage the program,

a maximum of $2500 per successful closing will be paid for these services. This includes income eligibility determinations, homebuyer counseling, and project management and close out.

T. Essential Service Personnel Definition (ESP): ESP includes teachers and educators; police, EMS, and fire personnel; health care personnel; government employee; and skilled building trades personnel.

U. Describe efforts to incorporate Green Building and Energy Saving products and processes: For the purpose of SHIP funding, the City has adopted specifications that outlines the general requirements for materials, equipment, appliances, and devices to be used in the rehabilitation, repair, and/or the replacement of eligible structures. When economically feasible, these specifications require the use of "new" products that meet or exceed the green communities' initiative criteria, Florida Building Code, and housing quality standards.

- Paints and primers that are low VOC
- Low-flow water fixtures in bathrooms – Water Sense labeled
- Energy Star rated light fixtures and appliances
- Carpet/pad shall be FHA approved and meet the "Carpet and Rug Institute's" green label
- Energy Star rated windows
- HVAC: minimum 14 SEER rating

These requirements may be adjusted for rental developments if the requirements of other construction funding sources require a more prescriptive list.

***V.* Describe efforts to meet the 20% Special Needs set-aside:** *(describe which strategies and how Special Needs are prioritized for funding as well as agency partners working in this area)*
All housing programs/activities offered by the City give priority funding to "special needs" population households, regardless of funding source. The City actively provides outreach in the community via social media, flyers, and on its website.

***W.* Describe efforts to reduce homelessness:** *(describe which strategies and how Special Needs are prioritized for funding as well as agency partners working in this area)*
The City partners with various service providers to provide a coordinated effort in addressing and serving the homeless population. In December 2015, the City adopted Resolution 34-2015 encouraging multifamily property owners to adopt admission preferences. Further, in September 2015, the Florida Housing Coalition prepared and provided training on Homelessness Strategies and Solutions for Titusville, which resulted in the City adopting a "Housing First" approach in the city and throughout Brevard County. The Brevard Homeless Coalition serves as the City's lead on this initiative.

Section II. LHAP Strategies:

A. Strategy Name	Code
REHABILITATION PROGRAM	**3**

a. Summary:

The intent of this strategy is to fully repair and bring owner occupied single family homes up to code and compliance with minimum housing standards and all applicable building and local codes in one assistance. Therefore, it is intended to serve those units that require interior and exterior repairs and where costs is estimated to exceed $50,000. Repairs include the four major trades such as roofing, electrical, plumbing, and mechanical, and address other life safety code and structural deficiencies. Cosmetic or non-minimum housing related items, may be included if funds are available after completing all required or major trade repairs. Where the homeowner is insured, proceeds from the insurance coverage must be utilized first before obtaining assistance, or in conjunction with the rehabilitation program. Insurance deductibles may be paid through this Program if practical to do so.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low, low, or moderate

d. Maximum award: $80,000.00

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred Loan (forgivable) secured by a subordinate recorded mortgage and note.
2. Interest Rate: 0%
3. Years in loan term:

Amount of Assistance	Term
$10,000 to $24,999	5 years
$25,000 to $50,000	10 years
$50,001 to $70,000	15 years
Over $70,000	20 years

4. Forgiveness:

Lien Period	Percentage Forgiven Annually
5 years	20%
10 years	10%
15 years	7% years 1-14; 2 % year 15
20 years	0% first 5 years; 5% years 6-15; 10% years 16-20

5. Repayment: Non required as long as the loan is in good standing.
6. Default: All properties are subject to recapture of funds secured through a recorded mortgage and note placed on the property for the term specified. Upon default, the remaining balance is payable to the City, deposited into the Local Housing Trust Fund account, to be used for other eligible SHIP program strategies. For the purpose of the mortgage and note, “default” shall mean title/deed transferred, deed executed, owner no longer resides at the property as their principal residence, property leased, or owner vacates home for any reason other than a hospital or nursing home stay in any one calendar year for more than 180 days. The passing of title due to the death of the mortgagor to other than a spouse or adult child residing in the home at the time of the loan, or a co-mortgagor

holding an interest in the property, is deemed a conveyance and constitutes a default unless a SHIP eligible heir who will occupy the home as a principal residence assumes the loan. If the legal heir is not SHIP eligible, or chooses not to occupy the home, the remaining balance of the loan will be due and payable immediately. If a superior mortgage holder forecloses on the home, the City will try to seek repayment through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: Eligible applicants are processed from an established "waiting list" in the order by the date in which they applied, and priority status as noted, and served on a first-qualified, first served basis. However, due to income set-aside requirements, actual assistance may be provided in a manner necessary to meet these requirements. Applicants must have owned the home for a minimum of one year (five years if converted from a rental) and shall be in good standing with the City, and not have any liens [other than mortgages] on the assisted property. Maximum times of assistance per owner/property is three single instances, and once every ten years.

g. Sponsor Selection Criteria: N/A

h. Additional Information: townhomes or other forms of attached residences will be limited to interior repairs only, unless feasibility allows additional exterior improvements to be performed without requiring an HOA review or approval or affecting adjoining units and unattainable code modifications. Improvements to manufactured homes constructed after June 1994 may be considered when judicious to do so and where required program set asides can be met.

Minimum assistance is $10,000 for this strategy.

See Exhibit in Section H, Policy and Procedure Guidelines, for additional information on eligibility requirements, loan provisions, and other program criteria and requirements.

B. Strategy Name	Code
WEATHERIZATION PROGRAM	**3**

a. Summary:

The intent of this strategy is to provide exterior improvements to an owner-occupied single family housing unit where limited repairs are needed such as roof, painting, windows and doors, and other exterior improvements to make the unit more sustainable and weather resistant for Florida climate.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $50,000.00

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred Loan (forgivable) secured by a recorded mortgage and note.
2. Interest Rate: 0%
3. Years in loan term:

Amount of Assistance	Term
$5,000 to $24,999	5 years
$25,000 to $50,000	10 years

4. Forgiveness:

Lien Period	Percentage Forgiven Annually
5 years	20%
10 years	10%

5. Repayment: None required as long as loan is in good standing.
6. Default: All properties are subject to recapture of funds secured through a recorded mortgage and note placed on the property for the term specified. Upon default, the remaining balance is payable to the City, deposited into the Local Housing Trust Fund account, to be used for other eligible SHIP program strategies. For the purpose of the mortgage and note, "default" shall mean title/deed transferred, deed executed, owner no longer resides at the property as their principal residence, property leased, or owner vacates home for any reason other than a hospital or nursing home stay in any one calendar year for more than 180 days. The passing of title due to the death of the mortgagor to other than a spouse or adult child residing in the home at the time of the loan, or a co-mortgagor holding an interest in the property, is deemed a conveyance and constitutes a default unless a SHIP eligible heir who will occupy the home as a principal residence assumes the loan. If the legal heir is not SHIP eligible, or chooses not to occupy the home, the remaining balance of the loan will be due and payable immediately. If a superior mortgage holder forecloses on the home, the City will try to seek repayment through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: Eligible applicants are processed from an established "waiting list" in the order by the date in which they applied, and priority status as noted, and served on a first-qualified, first served basis. However, due to income set-aside requirements, actual assistance may be provided in a manner necessary to meet these requirements. Applicants must have owned the home for a minimum of one year (five years if converted from a rental) and shall be in good standing with the City, and not have any liens [other than mortgages] on the assisted property. Maximum times of assistance per owner/property is three single instances, and once every ten years.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

This strategy is not meant to meet a demand from an insurance company that repairs, such as roof, must be made to avoid policy cancellation, instead the condition of such elements must meet the program criteria for repairs as provided for in the City's policy. See City policy as exhibit in Section H.

Minimum assistance under this strategy is $5,000.

C. Strategy Name	Code
FIRST TIME HOMEBUYER PROGRAM [with or without rehab]	**1 or 2**

a. Summary: This strategy provides financial subsidy assistance to first-time homebuyers for financing down-payment, closing costs, pre-paid, reserves, and/or the reduction of the mortgage principal as needed for affordability to eligible applicants. Properties must be located within the city limits of Titusville, pass a home inspection by a qualified/registered Home Inspector, be free of Lead-Based Paint, and pass an environmental evaluation with regard to the proximity to excessive noise and hazardous sites.

Where the housing unit does not pass a home inspection, and the seller refuses to make the necessary repairs through purchase negotiations so that the unit is up to code at time of purchase, the program may provide rehab assistance to the buyer so that necessary repairs can be made within six (6) months of closing. Only those repairs deemed necessary in the home inspection report will be considered. Cosmetic or non-code related items will not be considered.

See First Time Home Buyer Program policy in the Exhibit Section H, for additional program description.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low, low and moderate

d. Maximum award without rehab:

Income Level	Max. Subsidy*
Very Low	$70,000.00
Low	$50,000.00
Moderate	$30,000.00

Maximum award with rehab {$25,000 max. rehab]

Income Level	Max. Subsidy*
Very Low	$95,000
Low	$75,000
Moderate	$55,000

*Includes subrecipient/sponsor activity delivery fee

e. Terms:

1. Repayment loan/deferred loan/grant: Repayment Loan
2. Interest Rate: 0%
3. Years in loan term:

Subsidy Amount	Term
Under $25,000	5 years
$25,000 to $50,000	10 years
$50,001 to $70,000	15 years
Over $70,000 or New Construction	20 years

4. Forgiveness:

Lien Period	% rate forgiven annually
5 years	0%
10 years	First 5 yrs. 0%, 20% thereafter
15 years	First 5 yrs. 0%, 10% thereafter
20 years	First 5 yrs. 0%, 5% thereafter

7. Repayment: None required as long as loan is in good standing.

a) Default: All properties are subject to repayment of funds secured through a subordinate recorded mortgage and note, placed on the property for the term specified. Upon default, the balance of loan is due payable to the City immediately, deposited into the Local Housing Trust Fund account to be used for other eligible SHIP housing program activities. For the purpose of the Mortgage and Note, "default" shall mean: home offered or listed for sale, home offered or listed for rent, title/deed

transferred, Agreement of Deed or Quit Claim Deed executed, property vacated by owner or no longer used as principal residence, property leased, or owner vacates home for any reason other than a hospital or nursing home stay in any one calendar year for more than 180 days. The passing of title due to death to other than a residing spouse or adult child holding interest in the property is deemed a conveyance and constitutes default unless a SHIP eligible heir, who will occupy the home as a principal residence, assumes the loan and meets all of the program eligibilities. If the legal heir is not eligible to assume or chooses not to occupy the home, the outstanding balance of the loan will be due and payable immediately upon default. If a superior mortgage holder forecloses on the home, the City will make an effort to seek repayment through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: The City or Sponsor will accept applications during the advertised "Application Period" when applicable. Applicants will be processed on a first-qualified, first-assisted basis. However, due to SHIP income set-aside requirements, actual assistance may be provided in a manner necessary to meet these requirements.

g. Sponsor Selection Criteria: The City will continue to utilize established sponsor(s) meeting the selection criteria set forth by the City to oversee and manage the applicant selection and qualification process for the First-Time Homebuyer Program, as well as, provide the required homebuyer counseling.

h. Additional Information: The maximum rehab assistance associated with purchase assistance shall be $25,000. Housing units requiring more than $25,000 in repairs will not be considered eligible for the program.

Any person currently incarcerated or on probation for an offense which would require them to register; or who must register with the Brevard County Sheriff's Office or the Florida Department of Law Enforcement under Florida Statute 775.13 as a person convicted of a felony in any court of this state, or any person who has been convicted in a federal court or any court of a state other than Florida or in any foreign state or country, which crime, if committed in Florida, would be a felony; or any person listed by the Florida Department of Law Enforcement as a sexual predator or a sexual offender as provided for under Florida Statute 944.606, or 944.608; is not eligible for this program. Any household member that is a convicted felon must have his or her civil rights restored or must have been pardoned in order to receive assistance.

D. Strategy Name	Code
DISASTER RECOVERY PROGRAM	**5**

a. Summary: The intent of this strategy is to provide temporary assistance in the event of a declared disaster. Assistance may consist of rental assistance [up to six months] for temporary relocation/housing, insurance deductible assistance, or emergency repairs. All types of assistance will be made directly to the landlord, insurance company, or contractor(s).

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $10,000.00

e. Terms:

1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A

4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Applications will be processed in the order in which they are received. Funds will be awarded to eligible applicants on a first-qualified, first-served basis.

g. Sponsor Selection Criteria: N/A

h. Additional Information: If homeowner is insured, proceeds from the insurance must be used first before SHIP funds, except for the payment of the deductible. Funds for this strategy will only be allocated from unencumbered funds or additional funds awarded through FHFC for the disaster.

E. Strategy Name	Code
RENTAL REHAB PROGRAM	**14**

a. Summary: The intent of this strategy is to assist property owners [private individuals or non-profits] of affordable rental housing units, single family or multi family, with repairs to housing unit(s) to bring them up to minimum housing standards and increase energy efficiency and sustainability of the unit(s).

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low, Low

d. Maximum award: $50,000.00 [per unit]

e. Terms:

1. Repayment loan/deferred loan/grant: Repayment Loan
2. Interest Rate: 0%
3. Years in loan term: 10 years
4. Forgiveness: N/A
5. Repayment: loan payments are due, at a minimum, on an annual basis at a rate of 10% of the initial loan value. For example, loan amount of $50,000 would require an annual payment, minimally, of $5000.00 until full loan amount is repaid. Periodic payments are accepted.
6. Default: All properties are subject to repayment of funds secured through a subordinate [in case of an existing first mortgage] recorded mortgage and note with a Land Use Restriction Agreement, placed on the property for the specified term. Upon default, the balance of loan is due payable to the City immediately, deposited into the Local Housing Trust Fund account to be used for other eligible SHIP housing program activities. For the purposes of this strategy, default shall mean that the assisted unit(s) are no longer made available to and occupied by very low- or low-income tenants and whose rents do not meet the criteria in Section M of this LHAP as evidenced through annual monitoring efforts.

f. Recipient/Tenant Selection Criteria: N/A

g. Sponsor/Sub-recipient Selection Criteria: The City has an open application cycle that allows the submittal of proposals on an as needed basis from applicants. All proposals will be evaluated by department staff and/or the AHAC to determine the feasibility of the proposed project. The City will advertise the availability of this strategy in its SHIP program materials and departmental webpage, in addition, when necessary to meet encumbrance or expenditure deadlines, the department will issue Request for Proposals from time to time.

h. Additional Information: Property owners must be in good standing with the City and other federal or state agencies, not have any outstanding municipal liens, and no history of property mismanagement. Property owners are tasked with providing a certified home inspection report and securing bids for the required

work needed to bring the unit(s) up to code. A minimum of three bids are required, and award shall be made to the lowest most qualified responsive bidder.

For unit(s) built before 1978, the owner will be responsible for environmental testing for lead-based paint and asbestos. Where positive results are noted, the owner must abate the materials as part of the rehab process or unit(s) are not eligible for assistance. Unit(s) located in a flood zone, except Zone X, are not eligible for assistance. Additionally, unit(s) located in proximity to hazardous waste sites are not eligible. For unit(s) located in a high noise area, rehab must address and reduce the impacts of the noise levels.

Draws {reimbursements] will be processed in accordance with the housing rehab policy and accompanied by lien releases at each phase of work.

F. Strategy Name **NEW CONSTRUCTION**	Code **10**

b. Summary: The intent of this strategy is to assist Community Housing Development Organizations or Community Land Trusts to construct new affordable homeownership units on vacant infill properties donated by the City for resale to eligible buyers.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
c. Income Categories to be served: Very low, Low
d. Maximum award: $25,000 [per unit]
e. Terms: DEVELOPER
   7. Repayment loan/deferred loan/grant: Deferred Loan
   8. Interest Rate: 0%
   9. Years in loan term: 10 years
   10. Forgiveness: N/A
   11. Repayment:
   12. Default: All properties are subject to repayment of funds secured through a subordinate [in case of an existing first mortgage] recorded mortgage and note with a Land Use Restriction Agreement, placed on the property for the specified term. Upon default, the balance of loan is due payable to the City immediately, deposited into the Local Housing Trust Fund account to be used for other eligible SHIP housing program activities.

f. Recipient/Tenant Selection Criteria: N/A
g. Sponsor/Sub-recipient Selection Criteria: The City has an open application cycle that allows the submittal of proposals on an as needed basis from developers. All proposals will be evaluated by department staff and/or the AHAC to determine the feasibility of the proposed project. The City will advertise the availability of this strategy in its SHIP program materials and departmental webpage, in addition, when necessary to meet encumbrance or expenditure deadlines, the department will issue Request for Proposals from time to time.
h. Additional Information: Developers must be in good standing with the City and other federal or state agencies, not have any outstanding municipal liens, no history of property mismanagement, and be current qualified CHDO or CLT.

Terms: APPLICANT/BUYER
Eligible buyers will be assisted through the First Time Homebuyer Program as outlined in Strategy C.

G. Manufactured Housing (Mobile Homes)	Code 3, 28, 29

a. Summary: The manufactured housing strategy may provide funds for:
   1. Relocation assistance for owners/tenants who have been evicted due to closure of a mobile home park in accordance with 723.003, F.S. (code 28)
   2. Lot rent assistance to owners of manufactured housing/mobile homes not to exceed six months (code 29)
   3. Rehabilitation/emergency repairs (code 3)

b. Fiscal Years Covered: 2026-2027, 2027-2028

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $10,000 (relocation assistance)
$5,000 (lot rental assistance)
$15,000 (rehab/emergency repairs)

e. Terms:
1. Repayment loan/deferred loan/grant: For relocation assistance and lot rent assistance, the funds are awarded as a grant. For rehab/emergency repairs the loan is secured by a note and mortgage/lien.
2. Interest Rate: 0%
3. Years in loan term: N/A for relocation assistance and lot assistance, 10 years for rehab/emergency repairs
4. Forgiveness: N/A for relocation assistance and lot assistance, forgiven at the end of the term for rehab/emergency repairs.
5. Repayment: N/A for relocation assistance and lot assistance. None required for rehab/emergency repairs as long as loan is in good standing.
6. Default: N/A for relocation assistance and lot assistance. For rehab/emergency repairs, the loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

   In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis with priorities detailed in Section I.I being met first.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Manufactured housing constructed after June 1994 is eligible.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:
The Plan Review process will be expedited by reducing the review time by 25%, as determined by the Land Development Regulations (LDR's), as revised, and allow the submittal of building permits concurrently with the site development review process. Applicants desiring to utilize this incentive shall fill out an Expedited Permit Review request form.

B. Name of the Strategy: **Ongoing Review Process**
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:
A Planning Division staff person and/or Planning & Zoning Commission member shall serve as liaison to the AHAC and staff to oversee all policy, procedures, and regulations that impact the affordable housing issues and to identify affordable housing as part of the review checklist.

Currently, the lead Principle Planner serves in this capacity as approved by City Council through the adoption of the most current Housing Incentive Plan. The Principle Planner will be responsible for identifying such impacts and shall notify the Development Services, Building, and Neighborhood Services Departments, as well as, the City Council and Planning & Zoning Commission of any effects on affordable housing.

IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

Optional

Other Documents Incorporated by Reference.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2025-2026

Name of Local Government: TITUSVILLE

Estimated Funds (Anticipated allocation only): $ 387,167

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
3	Rehabilitation Program	Yes	1	$80,000	1	$80,000		$80,000	$160,000.00	$0.00	$160,000.00	2
3	Weatherization Program	Yes	1	$50,000	1	$50,000		$50,000	$100,000.00	$0.00	$100,000.00	2
2	First Time Homebuyer Program w/Rehab	Yes		$95,000		$75,000	1	$30,000	$30,000.00	$0.00	$30,000.00	1
10	New Construction	Yes			1	$25,000			$25,000.00	$0.00	$25,000.00	1
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		2		3		1		$315,000.00	$0.00	$315,000.00	6
	Purchase Price Limits:		New	$ 510,939	Existing	$ 510,939						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
14	Rental Rehab Program	Yes		$50,000		$50,000	0	0	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ 38,716		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 353,716	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		81.4%	OK
Homeownership % (65% requirement)		81.4%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)		$ 130,000	33.6% OK
Low Income (30% requirement)		$ 155,000	40.0% OK
Moderate Income		$ 30,000	7.7%

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2026-2027

Name of Local Government: TITUSVILLE

Estimated Funds (Anticipated allocation only): $ 350,000

Code	Strategies / Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
3	Rehabilitation Program	Yes	1	$80,000		$80,000	1	$80,000	$160,000.00	$0.00	$160,000.00	2
3	Weatherization Program	Yes		$50,000	1	$50,000		$50,000	$50,000.00	$0.00	$50,000.00	1
2	First Time Homebuyer Program w/rehab	Yes		$95,000		$75,000	1	$30,000	$30,000.00	$0.00	$30,000.00	1
10	New Construction	Yes			1	$25,000			$25,000.00	$0.00	$25,000.00	1
3	Manufactured Housing- Rehab	Yes							$0.00	$0.00	$0.00	0
28	Manufactured Housing- Relocation	Yes							$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		1		2		2		$265,000.00	$0.00	$265,000.00	5
	Purchase Price Limits:		New	$ 510,039	Existing	$ 510,039						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
14	Rental Rehab Progam	Yes	1	$50,000		$50,000		50000	$50,000.00	$0.00	$50,000.00	1
29	Manufactured Housing- Lot Rental Assistance	No							$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		1		0		0		$50,000.00	$0.00	$50,000.00	1
	Administration Fees		$ 35,000		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 350,000	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		90.0%	OK
Homeownership % (65% requirement)		75.7%	OK
Rental Restriction (25%)		14.3%	OK
Very-Low Income (30% requirement)		$ 130,000	37.1% OK
Low Income (30% requirement)		$ 75,000	21.4% OK
Moderate Income		$ 110,000	31.4%

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2027-2028

TITUSVILLE

Estimated Funds (Anticipated allocation only):	$ 350,000

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
3	Rehabilitation Program	Yes	1	$80,000	1	$80,000		$80,000	$160,000.00	$0.00	$160,000.00	2
3	Weatherization Program	Yes			2	$50,000		$50,000	$100,000.00	$0.00	$100,000.00	2
10	New Construction	Yes			1	$25,000			$25,000.00	$0.00	$25,000.00	1
3	Manufactured Housing- Rehab/emergency repair	Yes			1	$15,000			$15,000.00	$0.00	$15,000.00	1
28	Manufactured Housing- Relocation	Yes							$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		1		5		0		$300,000.00	$0.00	$300,000.00	6
Purchase Price Limits:			New	$ 510,039	Existing	$ 510,039						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
28	Manfactured Housing- Lot Rental Assistance	No			1	$5,000			$0.00	$5,000.00	$5,000.00	1
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		1		0		$0.00	$5,000.00	$5,000.00	1
	Administration Fees		$ 35,000		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 340,000	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		85.7%	OK
Homeownership % (65% requirement)		85.7%	OK
Rental Restriction (25%)		1.4%	OK
Very-Low Income (30% requirement)		$ 80,000	22.9% OK
Low Income (30% requirement)		$ 220,000	62.9% OK
Moderate Income		$ -	0.0%

Exhibit D

67-37.005(1), F.A.C.

2022

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: City of Titusville, Florida

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____ _____

Witness Chief Elected Official or designee

_____ Terrie Franklin, Neighborhood Services Director

Witness

Date

OR

_____

Attest: (Seal)

PUBLIC NOTICE - CITY OF TITUSVILLE
STATE HOUSING INITIATIVES PARTNERSHIP (S.H.I.P.) PROGRAM
LOCAL HOUSING ASSISTANCE PLAN AMENDMENT

PURSUANT TO SECTION 420.907 THROUGH SECTION 420.9079, *FLORIDA STATUTES*, AS AMENDED, AND RULE 67-37, *FLORIDA ADMINISTRATIVE CODE*, AS AMENDED, THE CITY OF TITUSVILLE HEREBY GIVES NOTICE OF ITS PROPOSED AMENDMENT TO THE CITY'S STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM (S.H.I.P.) LOCAL HOUSING ASSISTANCE PLAN (LHAP) FOR STATE FISCAL YEARS 2026-2027 AND 2027-2028. THE AMENDMENT ADDS THE REQUIREMENTS OF SENATE BILL 594 TO INCORPORATE MANUFACTURED HOUSING (MOBILE HOMES) ASSISTANCE STRATEGIES AND GOALS, FOR AFFORDABLE HOUSING OPPORTUNITIES TO INCOME ELIGIBLE PERSONS. THESE STRATEGIES, WHEN FUNDED, INCLUDE RELOCATION ASSISTANCE FOR OWNERS/TENANTS WHO HAVE BEEN EVICTED DUE TO CLOSURE OF A MOBILE HOME PARK IN ACCORDANCE WITH F.S. 723.003; LOT RENT ASSISTANCE TO OWNERS OF MANUFACTURED HOUSING/MOBILE HOMES NOT TO EXCEED SIX MONTHS; AND REHABILTATION/REPAIRS TO HOMES CONSTRUCTED AFTER JUNE 1994. CITY COUNCIL WILL CONSIDER THE LHAP AMENDMENT AT ITS REGULAR MEETING ON JULY 14, 2026 AT 6:30PM AT CITY HALL COUNCIL CHAMBERS, 555 S. WASHINGTON AV, TITUSVILLE, FL 32796. ALL CITIZENS ARE INVITED AND ENCOURAGED TO MAKE ORAL OR WRITTEN COMMENTS REGARDING THE PLAN AMENDMENT AT THIS MEETING. THE AMENDMENT IS AVAILABLE FOR EXAMINATION AT THE NEIGHBORHOOD SERVICES DEPARTMENT, 725 S. DE LEON AV, TITUSVILLE, FL 32780 MONDAY-FRIDAY BETWEEN 8 A.M. AND 4:00 P.M., EXCEPT OBSERVED HOLIDAYS. PERSONS WITH DISABILITIES REQUIRING SPECIAL ACCOMODATIONS SHOULD CONTACT THE NEIGHBORHOOD SERVICES DEPARTMENT AT (321) 567-3987.

CHAPTER 2026-173

Senate Bill No. 594

An act relating to local housing assistance plans; amending s. 420.9072, F.S.; authorizing counties and eligible municipalities to expend certain funds on lot rental assistance for mobile home owners for a specified time period; amending s. 420.9075, F.S.; requiring each county and eligible municipality to include in its local housing assistance plan certain strategies; providing that lot rental assistance for eligible mobile home owners is an approved home ownership activity for certain purposes; authorizing counties and eligible municipalities to provide certain funds to mobile home owners for rehabilitation and emergency repairs; deleting a provision limiting to a specified percentage the amount of certain funds that may be used for manufactured housing; amending s. 420.9071, F.S.; conforming a cross-reference; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (b) of subsection (7) of section 420.9072, Florida Statutes, is amended to read:

420.9072 State Housing Initiatives Partnership Program.—The State Housing Initiatives Partnership Program is created for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of local housing partnerships, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing, and to increase housing-related employment.

(7)

(b) A county or an eligible municipality may not expend its portion of the local housing distribution to provide ongoing rent subsidies, except for:

1. Security and utility deposit assistance.

2. Eviction prevention not to exceed 6 months' rent.

3. Lot rental assistance for mobile home owners as defined in s. 723.003, not to exceed 6 months' rent.

4. A rent subsidy program for very-low-income households with at least one adult who is a person with special needs as defined in s. 420.0004 or homeless as defined in s. 420.621. The period of rental assistance may not exceed 12 months for any eligible household.

Section 2. Present paragraphs (d) through (g) of subsection (3) of section 420.9075, Florida Statutes, are redesignated as paragraphs (e) through (h), respectively, a new paragraph (d) and paragraph (i) are added to that

subsection, and paragraph (c) of subsection (3) and paragraphs (a), (c), (e), and (n) of subsection (5) of that section are amended, to read:

420.9075 Local housing assistance plans; partnerships.—

(3)

(c) Each county and each eligible municipality is encouraged to develop a strategy within its local housing assistance plan that addresses the needs of persons who are deprived of affordable housing due to the ~~closure of a mobile home park or the~~ conversion of affordable rental units to condominiums.

(d) Each county and each eligible municipality shall include in its local housing assistance plan a strategy that addresses the needs of persons who are deprived of affordable housing due to the closure of a mobile home park.

(i) Each county and each eligible municipality shall include in its local housing assistance plan a strategy for providing program funds to mobile home owners, as defined in s. 723.003, which must include lot rental assistance.

(5) The following criteria apply to awards made to eligible sponsors or eligible persons for the purpose of providing eligible housing:

(a) At least 65 percent of the funds made available in each county and eligible municipality from the local housing distribution must be reserved for home ownership for eligible persons. For purposes of this paragraph, lot rental assistance for eligible mobile home owners as defined in s. 723.003 is an approved home ownership activity.

(c) At least 75 percent of the funds made available in each county and eligible municipality from the local housing distribution must be reserved for construction, rehabilitation, or emergency repair of affordable, eligible housing. Funds may be provided to mobile home owners as defined in s. 723.003 for rehabilitation and emergency repairs under this paragraph.

~~(e) Not more than 20 percent of the funds made available in each county and eligible municipality from the local housing distribution may be used for manufactured housing.~~

(m)~~(n)~~ Funds from the local housing distribution not used to meet the criteria established in paragraph (a) or paragraph (c) or not used for the administration of a local housing assistance plan must be used for housing production and finance activities, including, but not limited to, financing preconstruction activities or the purchase of existing units, providing rental housing, and providing home ownership training to prospective home buyers and owners of homes assisted through the local housing assistance plan.

1. Notwithstanding ~~the provisions of~~ paragraphs (a) and (c), program income as defined in s. 420.9071(26) may also be used to fund activities described in this paragraph.

2. When preconstruction due-diligence activities conducted as part of a preservation strategy show that preservation of the units is not feasible and will not result in the production of an eligible unit, such costs shall be deemed a program expense rather than an administrative expense if such program expenses do not exceed 3 percent of the annual local housing distribution.

3. If both an award under the local housing assistance plan and federal low-income housing tax credits are used to assist a project and there is a conflict between the criteria prescribed in this subsection and the requirements of s. 42 of the Internal Revenue Code of 1986, as amended, the county or eligible municipality may resolve the conflict by giving precedence to the requirements of s. 42 of the Internal Revenue Code of 1986, as amended, in lieu of following the criteria prescribed in this subsection with the exception of paragraphs (a) and (f) ~~(g)~~ of this subsection.

4. Each county and each eligible municipality may award funds as a grant for construction, rehabilitation, or repair as part of disaster recovery or emergency repairs or to remedy accessibility or health and safety deficiencies. Any other grants must be approved as part of the local housing assistance plan.

Section 3. Subsection (27) of section 420.9071, Florida Statutes, is amended to read:

420.9071 Definitions.—As used in ss. 420.907-420.9079, the term:

(27) "Recaptured funds" means funds that are recouped by a county or eligible municipality in accordance with the recapture provisions of its local housing assistance plan pursuant to s. 420.9075(5)(i) ~~s. 420.9075(5)(j)~~ from eligible persons or eligible sponsors, which funds were not used for assistance to an eligible household for an eligible activity, when there is a default on the terms of a grant award or loan award.

Section 4. This act shall take effect July 1, 2026.

Approved by the Governor June 26, 2026.

Filed in Office Secretary of State June 26, 2026.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Digital Storage Expansion**

Department/Office: Information Technology

Recommended Action:
Approve the use of Sourcewell Contract #121923-SHI in the amount of $79,039.52 for digital storage expansion.

Summary Explanation & Background:

Titusville's current backup environment (older hard drives/tape drives) serves as the primary safeguard for all municipal digital assets, including police and fire systems, utilities, public works operations, and administrative functions. As the City's data volume has grown and cybersecurity risks have intensified, the existing system has reached the limits of its storage capacity and recovery performance. Continuing to rely on this aging infrastructure places essential services at risk of prolonged outages, delayed emergency response, and potential compromise of sensitive information.

The City received a quote from SHI International Corp in accordance with Sourcewell Contract #121923-SHI in the amount of $79,039.52 for a 144TB expansion.

The contract is available for review at https://www.sourcewell-mn.gov/cooperative-purchasing/121923-SHI.

It is recommended that City Council approve the use of Sourcewell Contract #121923-SHI, https://www.sourcewell-mn.gov/cooperative-purchasing/121923-SHI, in the amount of $79,039.52.

Alternatives:
Do not approve

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:
Capital Machinery & Equipment/Computers 502-555-519.64-10

Strategic Plan:
Goal 5: Effective Governance

Strategic Plan Impact:
Safety and retention of critical data and systems for day to day operation on all aspects of city business.

ATTACHMENTS:
1. SHI Quote = 27617087(2)

Pricing Proposal
Quotation #: 27617087
Created On: 6/8/2026
Valid Until: 7/31/2026

FL-City of Titusville

David Marquardt
PO BOX 2806 ATTN: A/P
TITUSVILLE, FL 32781
United States
Phone: 3213835767
Email: david.marquardt@titusville.com

Inside Account Executive

Thomas Morrow
290 Davidson Ave Somerset, NJ 08873
Phone: 732-564-8522
Fax: 732-564-8224
Email: Thomas_Morrow@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	144TB Unit Standard Service and Support 3 YR NBD HW Service and 3 YR 24x365 support Object First, LLC Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	1	$79,039.52	$79,039.52
			Total	$79,039.52

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Use of Sourcewell Contract for Street Sweeping**

Department/Office: Public Works

Recommended Action:
Approve the use of Sourcewell Contract #111125-SWEP to Sweeping Corporation of America of Tampa, Florida in the annual amount not to exceed $225,000 for bi-weekly street sweeping and on-demand event/emergency street sweeping.

Summary Explanation & Background:
The City of Titusville's current street sweepers have reached the end of their current lease agreement, which prompted a review of service delivery and cost of service. It has been determined that outsourcing this service to a contractor will yield both budgetary savings within the Solid Waste and Stormwater Funds and a better allocation of staffing.

Currently, the Stormwater utility transfers $479,000 to cover the existing debt service of two sweepers, solid waste staff time, and street sweeper maintenance. This action results in a proposed savings of $254,000 annually within the stormwater fund which can be used to supplement work efforts.

The proposed contract will provide the following service:
Bi-weekly sweeping of US#1 and downtown commercial district
Monthly sweeping of local, collector and arterial roadways
Provide daily logs with NPDES reporting
Special event and emergency services as requested

The sourcewell contract can be reviewed at https://www.sourcewell-mn.gov/cooperative-purchasing/111125-SWEP

Work under this contract will begin in October 2026.

It is recommended that City Council approve the use of Sourcewell Contract #111125-SWEP to Sweeping Corporation of America of Tampa, Florida in the annual amount not to exceed $225,000 for bi-weekly street sweeping and on-demand event/emergency street sweeping.

Alternatives:
Do not approve

Item Budgeted:
Yes, included in FY27 proposed stormwater budget

Source/Use of Funds/Budget Book Page:
406-1614-538.52-01 Operating Costs $225,000

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

Strategic Plan Impact:
This action allows for an increase in service level for local and collectors streets which will improve the debris collection in those areas and avoid moving of debris into the stormwater system. Additionally, utilizing a contract vendor allows for the most efficient use of employees within the Solid Waste Division.

ATTACHMENTS:
1. Proposal

SWEEPING CORPORATION OF AMERICA

3031 N Rocky Point Dr W
Tampa, FL 33607
Phone: (216) 777-2750

TO: Kevin Cook, PE, Assistant City Manager – City of Titusville, FL

FROM: Rich Janofsky, Director, Enterprise Sales - Sweeping Corp of America

DATE: 6/10/2026

SUBJECT: **Proposal – City of Titusville, FL – Street Sweeping**

Dear Mr. Cook,

Thank you for allowing USA Services of Florida, a wholly owned subsidiary of Sweeping Corporation of America, Inc. (SCA) the opportunity to address your needs. Since the City of Titusville participates in the Cooperative Purchasing organization Sourcewell and USA Services of FL (SCA) holding a contract with Sourcewell we would like to extend our discount to the City. The following quotes targets your request using our Sourcewell Contract 111125-SWP. Per our contract we offer a minimum discount of 3%, however, we value this potential relationship and offer the following:

Service	Quantity	Unit	Frequency	Services per year	Unit Price	Extended Price
Street Sweeping	130	CM	Bi-Weekly	26	$60.00	$202,800.00
Event and Emergency Sweeping	3	HR	As needed		$225.00	$675.00

- Pricing is discounted 48% off the Sourcewell base rate utilizing Sourcewell Contract #111125-SWEP.
- At the completion of each contract year, SCA is authorized an increase as per CPI.

- Bi-weekly sweeping of approximately 50 Curb Miles along US#1 and the downtown commercial district to be completed between 8:00pm and 6:00am due to traffic.
- Monthly sweeping of approximately 260 Curb Miles along local, collector and arterial roadways to be completed during normal business hours.
- Disposal and water to be provided by the City.
- Additional on demand service needs:
    - Special Event Sweeping following parades, festivals, etc. with advance notice.
    - Emergency request following storm events, accidents requiring sweeping, etc within the notice requirements for the service.
    - Event and Emergency Sweeping to carry a three hour minimum.
- Documentation needs:
    - Daily log with volume or weight of material to be submitted monthly
    - Provide an annual summary to be incorporated into annual NPDES reporting

Please do not hesitate to contact me at 856-371-5649 or rjanofsky@sweepingcorp.com if you have any additional requirements, questions, comments, or concerns. This quote is valid 30 days from the date indicated above.

Thank you and Be Safe,

Rich Janofsky

Sincerely,
Sweeping Corporation of America
Rich Janofsky
Director, Enterprise Sales

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Budget Amendment for the purchase of a replacement UAS drone for Community Relations**

Department/Office: Community Relations

Recommended Action:

Approve the use of National Cooperative Procurement Partners (NCPP) Contract #PS24030 effective through 03/14/2027 to Adorama, New York, NY and associated budget amendment in the amount of $6,650 for the purchase of a replacement drone for Community Relations.

Summary Explanation & Background:

Budget amendment to transfer $6,650.00 from Community Relations operating supplies account to capital asset account for the purchase of a replacement UAS drone.

In May 2026, the current drone utilized by Community Relations for video production and Talking Points creation suffered damage and was sent out for repairs. Repair costs exceeded 75% of the original purchase price. Also, due to changes to Florida Statutes regarding UAS systems operated by municipalities, the current UAS is no longer on the approved list and needs to be replaced. The selected replacement UAS, the Parrot Anafi USA model, is on the State of Florida approved list and available under the National Cooperative Procurement Partners (NCPP) Contract #PS24030.

It is recommended that City Council approve the use of National Cooperative Procurement Partners (NCPP) Contract #PS24030 effective through 03/14/2027 to Adorama, New York, NY and associated budget amendment in the amount of $6,650 for the purchase of a replacement drone for Community Relations.

Alternatives:

Not approve - would result in a lack of UAS drone capability or public relations, video production, marketing, Talking Points magazine, etc.

Item Budgeted:

Operating budget exists and will be moved to the capital expenditure account.

Source/Use of Funds/Budget Book Page:

Source:

Operating Supplies	001-1707-513.52-01	($6,650)

Use:

Capital Equipment	001-5555-513.64-00	$6,650

Strategic Plan:

Goal 2.d. - Leverage Technology
Goal 4.b. - Continue to market trails and amenities
Goal 5.a. - Expand methods to increase and enhance 2-way communications

Strategic Plan Impact:

The new UAS drone will enable us to continue providing valuable information to the citizens through video productions and Titusville Talking Points.

ATTACHMENTS:

1. 061126 - Adorama Quote#2868165
2. BA - Replacement UAS Drone

Adorama

42 West 18th Street
New York, NY 10011
adorama.com
info@adorama.com

800-223-2500
212-741-0052

QUOTE

2868165 06/11/2026

BILLING ADDRESS:
CITY OF TITUSVILLE
Att: JIM THOMAS
PO. BOX 2806
TITUSVILLE, FL 32781 USA
(321) 383-5718

SHIPPING ADDRESS:
CITY OF TITUSVILLE
Att: MATTHEW GANTZ
555 S. WASHINGTON AVE.
TITUSVILLE, FL 32796 USA
(321) 567-3775

Customer No: 3006871
Customer PO: None
Terms:

SKU#	Item	Qty	Price	Total
PARPF72821BA	PARROT ANAFI USA, SKYCONTROLLER 4 BLACK	1	6,650.00	6,650.00
Mfg Item#: PF728210BA				
ABSPS24030	NPPGOV CONTRACT #PS24030	1	.00	.00
Mfg Item#: NPPG				
M	PARROT LIST 7000.00	1	.00	.00

Thank you for your order.

This quote was prepared by your sales representative, Caroleann Fusco.
To place order or for any help, call Caroleann Fusco at (800) 223-2500 or email at caroleannf@adorama.com

To email Customer Service please go to www.adorama.com/email

Sub Total:	6650.00
Shipping:	.00
Tax:	.00
Quote Total:	6650.00

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An item listed as "back-order" is on order with the supplier and is temporarily out of stock. These items will ship soon. Most backordered items ship within 10 business days. We never charge additional shipping as a result of a back-order. Please feel free to contact us for additional info at www.adorama.com/email.

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Budget Amendment/Transfer Form

Source of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
001-1707-513.52-01		OPERATING SUPPLIES/OPERATING SUPPLIES	$ (6,650)	Budget Amendment
		Total	**$ (6,650)**	

Use of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
001-5555-513.64-00		NON-DEPARTMENTAL/MACHINERY & EQUIPMENT	$ 6,650	Budget Amendment
		Total	**$ 6,650**	

Input Name:	Budget Office Approval:	Notes:
		REGULAR CITY COUNCIL MEETING 07/14/26 PURCHASE OF REPLACEMENT DRONE BY COMMUNITY RELATIONS
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: **Comprehensive Plan Evaluation and Appraisal Report (EAR)**

Department/Office: Planning

Recommended Action:

Approve transmittal of the proposed Evaluation and Appraisal Report to the state land planning agency, FloridaCommerce.

The Titusville Environmental Commission reviewed the revised EAR-based Comprehensive Plan Amendments at its June 10, 2026, regular meeting and recommended approval for transmittal. 6-0.

The Planning and Zoning Commission reviewed the revised EAR-based Comprehensive Plan Amendments at its June 17, 2026, regular meeting and recommended approval for transmittal. 5-0.

Summary Explanation & Background:

At least every seven years, pursuant to Rule Chapter 73C-49, Florida Administrative Code, the City is required to determine whether the need exists to amend the comprehensive plan to reflect changes in state requirements since the last evaluation of the comprehensive plan. The staff determined that several changes are necessary to bring the comprehensive plan into compliance with state requirements.

In October 2025, City Council approved the transmittal of the Evaluation and Appraisal Report (EAR)-based amendments to the City's Comprehensive Plan to the State's land planning agency, FloridaCommerce, for review. FloridaCommerce completed its review in January 2026, and subsequently determined that the proposed comprehensive plan amendment conflicts with the application of Chapter 2025-190, Section 28, Laws of Florida (L.O.F.), rendering the amendment null and void.

Planning staff will provide an update and present revised policy language for transmittal to FloridaCommerce. The presentation of this report is a community engagement opportunity associated with the current evaluation period. Enclosed is a presentation that was given to City Council on March 24, 2026. The presentation summarizes the State's response to the initial EAR based amendments.

Alternatives:
Recommend approval of the transmittal with changes.
Do not recommend approval.

Item Budgeted:
N/A

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

Strategic Plan:
Goal 1: Quality of Life
Goal 2: Efficient & Effective Services
Goal 4: Economic Development
Goal 5: Effective Governance
Goal 6: Community Design

Strategic Plan Impact:
The Comprehensive Plan is the primary growth management guide for the City, regulating land use and providing the basis for zoning regulations. The Comprehensive Plan covers several major topics, each known as an element:

City-Wide,
Future Land Use,
Transportation,
Housing,
Infrastructure,
Conservation,
Coastal Management,
Intergovernmental Coordination,
Recreation and Open Space,
Capital Improvements, and
Public School Facilities.

The Plan goals are long-range and are essentially a community vision. The objectives and policies in the Comprehensive Plan direct and prioritize the actions that are necessary to make progress towards, and achieve, the goals. The Comprehensive Plan is required to be financially feasible to implement and it must be dynamic; as the community changes (through development and redevelopment) the Plan can be amended to adapt to new circumstances, opportunities and conditions.

ATTACHMENTS:
1. EAR Policy Comparison
2. Comprehensive Plan with Revisions 6-4-2026
3. Staff Presentation to Council 3-24-2026 update on State's response
4. State objections to policies more restrictive and burdensome

5. State concerns with policies that may be more restrictive and burdensome
6. Local Conditions Analysis 8-18-2025
7. Matrix of Recommended Changes to City Council 10-28-2025
8. Legal Ad

	Current Comprehensive Plan Policy	Proposed Amendment Approved by City Council – Identified by FloridaCommerce as more restrictive and burdensome	Proposed Amendment with Revisions
Policy 1.5.8	Encourage Florida-friendly and native vegetation as the primary design element in new landscaping.	Require Florida-friendly™ plant materials for all new development, prohibit the planting of invasive exotic plants, and incentivize the use of native vegetation as the primary design element in new landscaping. Promote Brevard-Native plant species and the use of plantings appropriate to the unique climatic conditions of Titusville and appropriate for the specific planting conditions to minimize maintenance and encourage plant health.	~~Require~~ Encourage Florida-friendly™ plant materials for all new development, ~~prohibit~~ discourage the planting of invasive exotic plants, and incentivize the use of native vegetation as the primary design element in new landscaping. Promote Brevard-Native plant species and the use of plantings appropriate to the unique climatic conditions of Titusville and appropriate for the specific planting conditions to minimize maintenance and encourage plant health.
Objective 1.10	(New policies)	The City shall manage access to roadways in a manner that increases safety for cyclists and pedestrians, reduces vehicle trips on major roadways, and preserves the integrity of the transportation system with effective connectivity.	(No longer proposed)
Policy 1.10.1		The City shall adopt and maintain access management ordinances and supporting design standards to control the location, spacing, operation, and design of access connections and median openings. Development access shall be designed to protect service	

		volume, safety, and operating characteristics of transportation facilities that it impacts, considering impacts to all modes and users.	
Policy 1.10.2		Properties under the same ownership, consolidated for development, or part of phased development plans shall be considered one property for the purposes of access management. Private access points to such developments shall be the minimum necessary to provide reasonable access, rather than the maximum available for that property frontage.	
Policy 1.10.3		The creation of new streets, or private drives which are functionally equivalent to streets, that increase multi-modal connectivity consistent with intersection spacing criteria shall be preferred over the creation of driveways serving a single property or development	
Policy 1.10.4		In order to reduce access points on the street system, driveways shall be eliminated when the area served can be connected within the site.	
Policy 1.10.5		A driveway over a regional trail may only be considered after all other alternatives are exhausted.	

Strategy 1.2.1.2	Landscape plans and plant material required of new development shall promote the use of Florida friendly plant species and avoid the planting of exotic plants known to create nuisances	The City shall promote the use of native plant species in new landscape installations and prohibit the planting of invasive exotic plants.	The City shall promote the use of native plant species in new landscape installations and ~~prohibit~~ avoid the planting of invasive exotic plants.

COMPREHENSIVE PLAN
CITY OF
TITUSVILLE, FLORIDA

Published in 2024

municode
POWERED BY CIVICPLUS

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P.O. Box 2235 Tallahassee, FL 32316

PREFACE TO THE PUBLICATION

This Code constitutes a publication of the general and permanent ordinances of the City of Titusville, Florida.

Source materials used in the preparation of the publication were the City Code, as updated through Ordinance 44-2023 on September 26, 2023, and subsequent ordinances. The source of each new section is included in the history note appearing in parentheses at the end thereof. The absence of such a note indicates that the section is part of the City Code. By use of the comparative tables appearing in the back of this publication, the reader can locate any section of the Code, as updated.

Special note regarding defined terms: Defined terms throughout the Code will be placed in quotes. When a user sees a word in quotes, this will signify that the word has a defined meaning within its respective title.

Acknowledgments

This publication was under the direct supervision of Shelby Hudson, Editor. Credit is gratefully given to the other members of the publisher's staff for their sincere interest and able assistance throughout the project.

The publisher is most grateful to the City of Titusville City Clerk's Office for their cooperation and assistance during the progress of the work on this publication. It is hoped that their efforts and those of the publisher have resulted in a Code of Ordinances which will make the active law of the City readily accessible to all citizens and which will be a valuable tool in the day-to-day administration of the City's affairs.

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FUTURE LAND USE ELEMENT

FUTURE LAND USE ELEMENT

GOAL 1: Growth Management and Land Uses.

To direct growth to suitable areas that make use of existing infrastructure investments, create compact, connected, and complete neighborhoods, and facilitate access to services, amenities, and economic opportunities while protecting the public health, safety and welfare.

(Ord. No. 34-2024, § 2, 10/15/2024)

Objective 1.1: Character Land Use Districts.

The City shall develop, through small area studies, neighborhood plans, and corridor studies, specific land use strategies based on the character and needs of unique character districts or areas of the City for the purpose of providing more comprehensive and holistic planned policies and strategies for areas that are experiencing growth and redevelopment.

Policy 1.1.1:

The City shall identify specific areas in the City based on the unique character of the area, neighborhood, or community as character districts. Specific character districts could include areas with similar development patterns, shared major infrastructure, physical and natural boundaries, and may be recognized as special areas of the City by the general community.

Policy 1.1.2:

The City shall prioritize specific areas of the City to conduct studies and/or plan to provide the data and analysis for the development of the character district goals, objectives and policies.

Policy 1.1.3:

The City shall promote single-family development and redevelopment by restricting the proliferation of multifamily dwellings within the Indian River City subdivision area, which have developed primarily with traditional, detached, low-density single-family dwelling units on individual lots.

(Ord. No. 34-2024, § 2, 10/15/2024)

Policy 1.1.4:

The City shall not introduce, approve or allow other land uses in an area where single family land uses are the predominant land use of the area unless the proposed new land use is consistent with a redevelopment plan or formal study adopted by City Council.

Policy 1.1.5:

The City shall develop a master plan for the State Road 50 corridor to ensure quality economic growth and public spaces within this corridor.

Policy 1.1.6:

The City shall prepare a master plan for the Spaceport Commerce Park and the Enterprise Park to establish a harmonized and coordinated planning process for these areas.

Policy 1.1.7:

As properties along Riveredge Drive are annexed, the Riveredge Drive Small Area Plan (approved by Council November 23, 2004) shall be a guideline when land use and development review decisions are made.

Policy 1.1.8:

Urban Design and landscaping strategies should be used to create transitions between zones of different intensity.

(Ord. No. 34-2024, § 2, 10/15/2024)

Objective 1.2: Redevelopment and Adaptive Reuse.

The City shall encourage the redevelopment and adaptive reuse of commercial, office and residential properties along transportation corridors in the City to create new opportunities for residents and small businesses, discourage urban sprawl, and maximize the return on investments in infrastructure.

(Ord. No. 34-2024, § 2, 10/15/2024)

Policy 1.2.1:

The City shall promote vertical and horizontal mixed-use development in the form of interconnected centers that site complementary uses within walking distance and along major corridors, especially those with transit service. Encourage multi-story construction to optimize the development of land, creation of more efficient parking strategies, and visually appealing buildings.

(Ord. No. 34-2024, § 2, 10/15/2024)

Policy 1.2.2:

The City shall encourage shared stormwater and parking strategies among adjacent developments to encourage greater efficiency and aesthetics.

Policy 1.2.3:

The City shall encourage commercial redevelopment and reuse of residential properties for commercial uses to orient the development at intersections and deter dependency on collector and arterial road frontage.

Policy 1.2.4:

The City shall provide an administrative process for zoning and site development requirement waivers for redevelopment and reuse commercial development projects.

Policy 1.2.5:

The City shall research and if appropriate designate areas and/or properties in the City as "brownfields" to promote redevelopment and reuse.

Policy 1.2.6:

The City shall identify funding mechanisms and provide infrastructure sufficient to support redevelopment in target areas.

(Ord. No. 34-2024, § 2, 10/15/2024)

Policy 1.2.7:

The City shall encourage the redevelopment of underutilized sites into compatible and complementary mixed-use developments through supportive land development regulations and other incentives.

(Ord. No. 34-2024, § 2, 10/15/2024)

Objective 1.3: Concurrency.

The City will manage a concurrency management system to evaluate the impact of the development on the level of services of the public facilities such as potable water, sanitary sewer, solid waste, drainage, transportation, and parks and recreation. Development orders shall be issued only if public facilities necessary to meet level of service standards (which are adopted as part of the Capital Improvements Elements of the plan) are available concurrent with the impacts of the development.

Policy 1.3.1:

New development, which is not contiguous to City services, shall occur in an orderly and economical manner, with those areas having the greatest combined complement of existing or planned urban public facilities and services

being identified for higher intensity development. New development shall be staged from urbanization in a contiguous manner that minimizes additional public investments.

Policy 1.3.2:

Prior to the approval of a building permit or functional equivalent the City of Titusville shall consult with the applicable water supplier to determine whether adequate water supplies to serve new development will be available.

Policy 1.3.3:

Expansions of the urban service areas shall be reflected in and coordinated with the City's capital improvement program.

Objective 1.4: Historic and Recreation Resources.

The City of Titusville shall ensure that the City's natural, historic and recreational resources are protected from adverse impacts of development and redevelopment on adjacent lands.

Policy 1.4.1:

The City of Titusville shall take steps to identify its historic resources to maximize the City's ability to protect these resources~~.~~, including but not limited to cultural resource, artifacts, buildings, signs, infrastructure and cemeteries.

Strategy 1.4.1.1:

~~A study shall be conducted~~ The City shall continue to identify the City's historic resources prior to the implementation of Land Development regulations required by this Comprehensive Plan.

Strategy 1.4.1.2:

The City shall coordinate with State programs, such as the Historic Cemeteries Program and Historical Marker Program, to access resources to recognize and preserve the City's historic resources.

Policy 1.4.2:

The City of Titusville will undertake efforts to protect its cultural, historical and archaeological resources from vandalism and destruction.

Strategy 1.4.2.1:

Site security shall be enhanced through security fencing and the posting of trespassing notices on applicable public owned property.

Strategy 1.4.2.2:

If determined to be desirable by the property owners, a neighborhood watch program will be initiated in Residential Historic Properties District.

Strategy 1.4.2.3:

Educate the public to the cost associated with the loss of cultural, historical and archeological resources via posters, newspaper articles, social media, and other internet-based resources.

Policy 1.4.3:

Protection and preservation measures shall be implemented for the City's significant historical, archeological or architectural resources.

Strategy 1.4.3.1:

A residential historical properties zoning category shall be established and maintained.

Strategy 1.4.3.2:

The City shall rank properties identified as significant archeological/architectural/ and/or historic resources as top priorities for acquisition and/or preservation efforts.

Strategy 1.4.3.3:

The City shall consider the purchase of development rights associated with certain properties identified as being historically or archeologically significant.

Policy 1.4.4:

The adverse impacts of adjacent land uses on historical/archeological sites located on or eligible for listing on the Florida Master Site file shall be avoided or reduced to the point of no discernible adverse impact.

Strategy 1.4.4.1:

Impact evaluations and assessments shall be part of the review undertaken for each development project when an identified historical/archeological resource may be impacted by the proposed project.

Policy 1.4.5:

The City shall designate lands as Recreational based upon consistency with the following criteria:

1) The property shall be consistent with the Goals, Objectives, and Policies of the Recreation and Open Space Element of the Comprehensive Plan;
2) Recreational lands shall offer recreational opportunities to the residents and tourists of Titusville;
3) Land may be either passive or active recreation lands; and,
4) Public and private parks, golf courses, and recreation areas, including those within subdivision or other development, may be considered for designation.

(Ord. 13-2017, 3/28/2017)

Objective 1.5: Natural Resources and reductions in Greenhouse Gases.[1]

The City shall support the natural environment through sustainable practices and conservation of natural resources.

(Ord. No. 35-2024, § 2, 10/15/2024)

Policy 1.5.1:

The City shall reduce greenhouse gas emissions by promoting compact development and alternative transportation choices such as pedestrian, bicycling and transit.

Policy 1.5.2:

The City shall permit and incentivize water and energy-saving features in new private development and evaluate such features for inclusion in public investments.

(Ord. No. 35-2024, § 2, 10/15/2024)

Policy 1.5.3:

The energy-efficiency of proposed new development shall be considered when land use and development review decisions are made.

Policy 1.5.4:

The City shall develop an incentive program for developers to promote ride sharing and/or the use of public transportation.

Policy 1.5.5:

The City shall develop an incentive program to encourage the generation of local renewable energy.

Policy 1.5.6:

The City shall draft policies to facilitate higher intensities for commercial use in concentrated areas to reduce and mitigate greenhouse gas emissions.

Policy 1.5.7:

Protect environmentally sensitive natural resources, including water bodies and wildlife habitats, through preservation and conservation best practices.

[1]Editor's note(s)—Ord. No. 35-2024, § 2, adopted Oct. 15, 2024, amended the title of Objective 1.5 to read as herein set out. The former Objective 1.5 title pertained to Greenhouse Gases.

(Ord. No. 35-2024, § 2, 10/15/2024)

Policy 1.5.8:

Encourage Florida-friendly™ plant materials for all new development, discourage the planting of invasive exotic plants, and incentivize the use of native vegetation as the primary design element in new landscaping. Promote Brevard-Native plant species and the use of plantings appropriate to the unique climatic conditions of Titusville and appropriate for the specific planting conditions to minimize maintenance and encourage plant health. ~~Encourage Florida-friendly and native vegetation as the primary design element in new landscaping.~~

(Ord. No. 35-2024, § 2, 10/15/2024)

Objective 1.6: Inconsistent Land Uses.

Encourage the elimination or reduction of land uses, which are inconsistent with the Comprehensive Plan and gradually reduce them toward eventual elimination.

Policy 1.6.1:

New development shall be consistent with the guidelines of the Future Land Use Element and Future Land Use Map.

Policy 1.6.2:

The City shall actively work toward the elimination of inconsistent land use.

Strategy 1.6.2.1:

The City shall utilize the administrative rezoning process to bring the zoning into conformity with the Future Land Use Map after adoption of this comprehensive plan.

Policy 1.6.3:

Expansion or replacement of land uses, which are incompatible with the Land Use Plan/Map, shall be prohibited according to the City's land development regulations.

Policy 1.6.4:

Regulation for buffering of incompatible land uses shall be set forth in the City's land development regulations.

Objective 1.7: Urban Sprawl.

The City of Titusville shall discourage the proliferation of urban sprawl through the appropriate land use designation on the land use map.

Policy 1.7.1:

The City shall coordinate with Brevard County in implementing the Interlocal Agreement for areas in and immediately adjacent to the City of Titusville.

Policy 1.7.2:

In considering annexations, the city shall require the availability of essential public facilities, considering whether proposed density is sufficient to support maintenance of expanded services, and assess the level of service of the facilities to support urban development incorporating into the City of Titusville. As a minimum, the level of service standards set forth under Objective 1.5 of the Capital Improvements Element shall be maintained.

(Ord. No. 35-2024, § 2, 10/15/2024)

Policy 1.7.3:

The City shall ensure availability of suitable land for public utility facilities necessary to support the City's urban services area and the servicing of individual parcels of land through a permitted use designation in applicable land development regulations.

Policy 1.7.4:

The City shall discourage sprawl by preparing character district plans as in Objective 1.1, which will promote compact development and improve blighted areas.

Policy 1.7.5:

The City shall encourage the establishment of neighborhood centers including small multi-family buildings, neighborhood retail, office, and civic uses of appropriate scale within one-fourth (¼) mile of most residents as an effective way to reduce vehicular trips and promote transit, walking and bicycling.

(Ord. No. 35-2024, § 2, 10/15/2024)

Policy 1.7.6:

The City shall encourage retail and office buildings to be placed close to the streetside sidewalk to promote pedestrian travel along roadways.

Policy 1.7.7:

The City shall define and designate infill development as vacant, skipped-over parcels of land in built up areas that have been platted or previously developed more than twenty (20) years ago. Infill development properties must also meet one (1) or more of the following characteristics:

1) Is in a subdivision that is more than eighty (80) percent built out and that was platted more than twenty (20) years ago.

2) Is within an area that contains lots of two (2) acres or less where eighty (80) percent or more of the lots or tracts are developed and have been for at least twenty (20) years.

3) Is within a blighted area as defined by state law or is within the City's Community Development Block Grant Target areas.

4) Contains an original structure or use that is no longer viable or which is not economically feasible to renovate.

5) Contains an existing structure that does not comply with current development and/or zoning code requirements.

6) Is a lot that does not comply with current zoning or development code requirements and has been developed in the past.

Policy 1.7.8:

A development must be readily accessible to infrastructure, services and public facilities to be designated as infill development.

Policy 1.7.9:

The City shall provide standards and administrative process to facilitate infill development. The Land Development Regulations shall be amended to provide flexibility in site development.

Objective 1.8: Industrial Land Uses.

The City of Titusville shall provide for appropriate and adequate land for industrial land uses through the designation of Industrial and Planned Industrial Park land use designations on the Future Land Use Map.

Policy 1.8.1:

Sites for industrial development shall be located with convenient access to the major transportation corridors, and should have access to air, water or rail transportation facilities. The major transportation corridors include such roadways as Interstate 95, U.S. Highway #1 and State Roads 405 and 407. Major air facilities are located at the Space Coast Regional Airport.

Policy 1.8.2:

Industrial development sites shall be accessible to and/or provide essential public services at levels of service adopted by this Comprehensive Plan, including transportation, potable water, sewer collection/treatment/disposal, solid waste, drainage and recreation and open space.

Policy 1.8.3:

Industrial land use designations shall be clustered in limited areas for the purpose of maximizing employment centers and convenient access to labor supply, raw material sources and market areas. Industrial development shall be encouraged to be master planned to share infrastructure.

Policy 1.8.4:

Negative impacts of industrial land uses on environmentally sensitive areas shall be minimized and/or mitigated. The Conservation Element objectives and policies shall be utilized in determining the appropriateness of industrial land uses designations, and the specific intensity of use authorized by the Land Development Regulations.

Policy 1.8.5:

Industrial land uses designations and accompanying proposals shall consider compatibility between industrial and surrounding land uses, including, but not limited to, intensity of use, hours of operation, heat, glare, smoke, fumes, noise, visual impacts, privacy factors and impacts on the micro climate.

Policy 1.8.6:

The City shall require natural vegetative and other appropriate buffers to minimize nuisance effects of industrial land uses which include, but not limited to, noise, odor, glare and privacy factors and visual impacts and to minimize such industrial use intrusion into residential land use areas.

Policy 1.8.7:

The City shall protect the Planned Industrial Park areas from the encroachment of non-industrial uses and preserve designated Planned Industrial Park land for industrial and related uses. In Planned Industrial Park Developments, office business and commercial uses may be permitted as complementary uses and must be associated with or servicing the industrial uses.

Policy 1.8.8:

The City shall delineate, through its land development regulations, industrial zoning mechanisms to create zoning categories of Heavy Industrial, Light Industrial and Planned Industrial Park. Each category shall be further delineated with appropriate locations and performance criteria, including the consideration of marketing factors and economic development needed as criteria for said zoning designations. Economic Opportunity Districts shall permit the temporary use of existing structures which vacancy or underutilization has created a blighted or depressed area, as determined by Council.

Policy 1.8.9:

The City shall encourage innovative signage and landscaping at all major entry points into the Planned Industrial Parks.

Policy 1.8.10:

The City shall coordinate through its representatives with the Florida Department of Transportation and Brevard County to expand and enhance the overall transportation network surrounding the Planned Industrial Parks and the surrounding Space Coast Regional Airport.

Policy 1.8.11:

The City shall be encouraged to coordinate with Brevard County as to the development of a master plan for the Spaceport Commerce Park which will establish a process of development and incentives to future businesses.

Policy 1.8.12:

The City shall establish a Green Building Program in order to encourage environmentally friendly and energy-efficient construction.

Policy 1.8.13:

The City shall establish an incentive program for the reduction of greenhouse gases through the use of renewable fuels.

Policy 1.8.14:

All requests for the Planned Industrial Park land use amendment shall include a master development plan. If the project intends to limit the maximum intensity allowed, then the requested maximum intensity thresholds shall be established and listed in the table below. The maximum intensities listed in the project table below, shall be used to determine concurrency and impacts. The maximum intensities listed below shall be illustrated on the Future Land Use Map.

Name of Development/Project	Allowable Intensity
1. 4Frontiers — a 73 acre property located East of State Road 407 and south of Sheppard Drive	Floor Area Ratio of .32

(Ord. No. 30-2010, §2 10-12-2010)

Objective 1.9: Commercial Land Uses.

The City of Titusville shall provide for appropriate and adequate land for commercial land uses through the designation of Commercial High Intensity and Commercial Low Intensity land use designations on the Future Land Use Map.

Policy 1.9.1:

Sites for high intensity commercial development shall be located with convenient and direct access at arterial intersections. Collector/arterial intersections are acceptable provided minimal access is necessary on the collector street.

Policy 1.9.2:

Negative impacts of commercial land uses on environmentally sensitive areas shall be minimized and/or eliminated. The Conservation Element objectives and policies and performance requirements shall be utilized in determining the appropriateness of commercial land use designations.

Policy 1.9.3:

Commercial development sites shall be accessible to and/or provide essential public services at levels of service adopted within the Capital Improvements Element of this Comprehensive Plan, including transportation, potable water, sewer collection/treatment, solid waste, drainage, and recreation and open space.

Policy 1.9.4:

Commercial land use designations shall be encouraged in a pattern, which offers maximum accessibility, compatibility, and clustering. Commercial land use designations shall be given priority at locations exhibiting proximity to other types of non-residential uses, including employment centers and marketing centers.

Policy 1.9.5:

Commercial land use designations and accompanying proposals shall consider compatibility between commercial and surrounding land uses, including, but not limited to, traffic circulation, pedestrian access, hours of operation, visual impacts, privacy factors and impacts on the microclimate.

Policy 1.9.6:

Land development regulations shall include requirements for natural vegetative and other appropriate buffers and/or setbacks to minimize nuisance effects of commercial land uses which include noise, odor, glare and privacy factors and visual impacts and to minimize such commercial uses intrusion into residential land use areas.

Policy 1.9.7:

Water-dependent commercial land uses will be considered for location along the Indian River Lagoon. Only adjacent uplands shall be considered for water related commercial uses adjacent to the Indian River Lagoon.

Policy 1.9.8:

Coastal Management and Conservation Elements objectives, policies and performance requirements shall be utilized in determining the location of commercial land uses adjacent to water bodies.

Policy 1.9.9:

Locations for High Intensity Commercial land use shall be deemed appropriate providing the following factors are additionally complied with:

A. Sites for high intensity commercial development shall be located near the intersections of arterials and/or collector roadways. Sites shall be developed in a compact, cluster type pattern rather than new commercial strip centers. Intersection locations shall be preferable to linear development.

B. Land development regulations shall establish performance requirements for high intensity commercial land use, including residential compatibility, as well as floor area ratio, maximum lot coverage, maximum impervious surface ratio, screening, height, setbacks, glare, landscaping and architectural compatibility.

C. Infill development into established commercial strip areas shall be preferred over the expansion of such strip centers. Strip centers should be centered at intersections and extend no further than ½ mile from said intersections.

D. Impacts upon traffic circulation shall be mitigated, through right-of-way dedication for road widening and frontage access streets, the assessment of impact fees and the provision and/or expansion of pedestrian and bicycling facilities, as deemed appropriate by the location and type of commercial impacts.

E. Automotive oriented uses shall be clustered within established high intensity commercial areas adjacent to major and minor arterials rather than at scattered locations.

F. Internal traffic movements of high intensity commercial development shall be designed in a manner that provides for pedestrian and vehicular traffic compatibility and safety.

G. Light Industrial Services and Warehousing (M-1) zoning that has been established within areas designated as High Intensity Commercial land use prior to September 2013 shall be deemed to be consistent with the High Intensity Commercial designation.

H. Economic Opportunity Districts shall permit the temporary use of existing structures which vacancy or underutilization has created a blighted or depressed area, as determined by Council.

Policy 1.9.10:

Locations for Low Intensity Commercial land use shall be designated based on the same factors listed for High Intensity Commercial, except that the following factors are additionally applicable:

A. Sites for low intensity commercial development shall be located near intersections. Intersection locations are preferred to linear developments. The City shall not introduce, approve or allow commercial land uses in an area where single family land uses are the predominant land use of the area unless the proposed new land use is consistent with a redevelopment plan or formal study adopted by City Council.

B. Land development regulations shall include additional requirements for low intensity commercial and residential land use compatibility. Such requirements shall address, but not be limited to, floor area ratio, maximum lot coverage, maximum impervious surface ratio, screening, height, setbacks, glare, landscaping, and architectural compatibility.

C. Low Intensity Commercial uses oriented towards neighborhood needs and convenience factors and should be designated for limited retail and sales use and/or commercial/professional mixed uses.

Policy 1.9.11:

The City shall further delineate, through its land development regulations, commercial zoning mechanisms to create zoning categories of neighborhood commercial, community commercial, regional commercial, and office. Each category shall be further delineated with appropriate locations and performance criteria.

Policy 1.9.12:

The City shall require a contribution, enhancement, or provision toward the public transportation system for the future growth needs of the commercial areas of the City.

Policy 1.9.13:

The City shall draft policies to facilitate higher intensities for commercial use to provide for concentrated areas to reduce/mitigate greenhouse gas emissions.

Objective 1.10: Downtown.[2]

Downtown is the heart of Titusville. Downtown should have a memorable identity, foster a great variety of activities, and attract a critical mass of people to live, work, visit, and enjoy the small-town ambiance of the community's center. Downtown Titusville shall have a unique Downtown Mixed Use (DMU) on the Future Land Use Map which responds to the specific needs of the core downtown and nearby related areas.

(Ord. No. 34-2024, § 2, 10/15/2024)

Policy 1.10.1:

Encourage development and redevelopment that allows a large variety of uses and increases the residential population including residential, civic, and employment uses to support a vibrant, active downtown.

Strategy 1.10.1.1:

Permit a variety of business, civic, residential, and mixed-use development in the sub-areas of the Downtown Mixed Use district through adaptive reuse of existing building and new construction, as provided for in the Land Development Regulations, including office, retail, service, financial, restaurant, entertainment, lodging and residential uses.

Strategy 1.10.1.2:

Promote infill and redevelopment through market analysis, public improvements and incentives as well as land development regulations. Identify needs and invest in common facilities to reduce barriers to

[2]Editor's note(s)—Ord. No. 34-2024, § 2, adopted Oct. 15, 2024, amended Objective 1.10 in its entirety, in effect repealing and reenacting said Objective 1.10 to read as set out herein. The former Objective 1.10, §§ 1.10.1—1.10.11, pertained to Downtown Land Uses and carried no amendatory history.

redevelopment and provide more efficient and holistic solutions. Study the opportunity for a master stormwater system integrated with open space in downtown.

Strategy 1.10.1.3:

Identify streets which are locally controlled and do not require coordination with other agencies, such as Palm Avenue, to fully implement slow-speed pedestrian-oriented environments that create gathering places and add value to downtown.

Strategy 1.10.1.4:

Establish an active, pedestrian-oriented environment in the vicinity of existing arts activities including establishing public realm standards and identifying opportunities for public-private partnerships.

Strategy 1.10.1.5:

Maintain a robust presence of civic facilities, government offices, arts and performance venues, and government services to support activity in the downtown and ensure public access by locating facilities with multimodal access opportunities.

Strategy 1.10.1.6:

Support the redevelopment agency in the solicitation of development projects that further the downtown objectives by assisting in identification of sites, land assemblage, acquisition of permits, and appropriate financing.

(Ord. No. 34-2024, § 2, 10/15/2024)

Policy 1.10.2:

Encourage a substantial and diverse residential population downtown to serve a wide range of household types and incomes by encouraging investment in a mix of housing options.

Strategy 1.10.2.1:

Permit a variety of housing typologies including a broad range of unit types and sizes.

Strategy 1.10.2.2:

Facilitate the ability of families with children to live and work downtown by encouraging or providing family-friendly facilities such as playgrounds and daycare facilities.

Strategy 1.10.2.3:

Encourage a balance of rental and for-sale housing including the re-establishment of affordable owner-occupied neighborhoods in the Downtown Mixed Use district to create a mix of residential housing choices of different types and intensities.

Strategy 1.10.2.4:

Residential density in the Downtown sub-district of the Downtown Mixed Use district shall be calculated based on a parcel acreage of the entire sub-district and not on an individual property basis. Residential density in the downtown subdistrict shall be known as the Downtown Residential Density Pool.

Strategy 1.10.2.5:

In order to increase the quality and volume of activity in the Downtown, incentives are to be established for the Downtown subdistrict of the Downtown Mixed Use district. Development projects that provide a significant public benefit, may access the Downtown Residential Density Pool to provide additional residential units above the base density. Significant public benefits may be defined in the Land Development Regulations and include the following:

- Utilizing tax increment recapture programs, cost-share reimbursement grants, tax abatement programs, City and County impact fee assistance, rental subsidies for targeted businesses, and ad valorem incentives for affordable or workforce housing.
- Providing a dedicated easement to expand the public realm on designated streets.
- Participation in constructing an enhanced public realm on designated streets.
- Providing certified affordable or workforce housing.
- Providing additional publicly accessible parking.
- Providing for active ground floor uses that enhance street life.
- Assisting in improving parks or landscaping.

(Ord. No. 34-2024, § 2, 10/15/2024)

Policy 1.10.3:

Create a multi-modal environment in Downtown to support a high level of activity in the downtown area. Prioritize pedestrian and bicycle circulation.

Strategy 1.10.3.1:

Ensure building and site plans are oriented to promote pedestrian activity in Downtown to encourage active transportation and support businesses. Buildings should be sited and oriented to encourage pedestrian access including direct access between the public sidewalk and main entry without intervening parking areas.

Strategy 1.10.3.2:

Encourage active ground-floor uses adjacent to public sidewalks that promote active pedestrian circulation including but not limited to retail, restaurants, lobbies, galleries, civic uses, sidewalk sales, dining, and direct entrances to residential or office units.

Strategy 1.10.3.3:

Street design should prioritize pedestrian and bicycle activity through the allocation of right-of-way and supportive design elements. Motor vehicle traffic shall be calmed to a speed that complements a safe and comfortable pedestrian and bicycle precinct.

Strategy 1.10.3.4:

Canopy street trees, arcades and other architecture and landscape features should shade walkways, sidewalks, and plazas to allow pedestrians to comfortably navigate downtown in hot weather. A consistent tree canopy should be planted throughout Downtown through a combination of public investment and maintenance, and standards for new development.

Strategy 1.10.3.5:

Bikeways providing access to various destinations in Downtown should be appropriate for riders of various ages and abilities and connect to existing and proposed trail networks.

Strategy 1.10.3.6:

Solutions that reduce demand for parking should be implemented including shared parking, connectivity, transportation demand management, and "park once" strategies. The City will continue to plan for shared and publicly accessible parking facilities to efficiently meet the parking needs for new downtown developments through public and private partnerships.

Strategy 1.10.3.7:

Motor vehicle access should be well-organized with minimal disruption to pedestrian circulation, including the provision of cross-access where feasible and curb management that anticipates commercial loading, ride-sharing, and autonomous vehicles.

(Ord. No. 34-2024, § 2, 10/15/2024)

Policy 1.10.4:

Enhance the visual attractiveness of the downtown area by enhancing streetscapes, creating a network of public spaces, and enhancing gateways into downtown.

Strategy 1.10.4.1:

Open spaces within Downtown should include a variety of typologies including pocket parks to serve daily needs, family-friendly playgrounds and play spaces, and one or more major open space to accommodate community gatherings. Leverage existing public land to create high value open spaces that provides great gathering places for residents and incentivize private sector redevelopment in the near term.

Strategy 1.10.4.2:

Identify at least one significant green space opportunity to provide a central gathering space connecting business activities with the waterfront and providing space for community-wide events.

Strategy 1.10.4.3:

Reconceptualize an existing public area, such as Mariners Way, to better serve existing and future activities in Downtown.

Strategy 1.10.4.4:

The Land Development Regulations should identify a Primary Downtown Pedestrian Network and prioritize a high-value public realm on these streets including enhanced streetscaping, wider sidewalks and active frontages. The City may identify funding sources including public-private partnerships to implement these improvements, including incentives.

Strategy 1.10.4.5:

Plan for underground utilities, including alternate implementation strategies, with a priority on the Primary Downtown Pedestrian Network.

Strategy 1.10.4.6:

Enhance entry points of the downtown area and also as an entrance to the Canaveral National Seashore and the Merritt Island National Wildlife Refuge, with streetscape improvements, architectural continuity, and coordinated commercial signage along the major corridors entering the downtown area including but not limited to U.S. #1, Indian River Avenue, Main Street, and Washington Avenue.

(Ord. No. 34-2024, § 2, 10/15/2024)

Policy 1.10.5:

Prioritize connections between Downtown and the waterfront to increase public access and views of the Indian River.

Strategy 1.10.5.1:

Utilize a waterfront orientation to link the downtown area with the Indian River, East Coast Greenway and Kennedy Space Center through the use of trails, pedestrian walkways, boardwalks, interpretive displays, educational programs, and launch and river viewing areas to create a unique office/retail/residential/open space environment.

Strategy 1.10.5.2:

Provide for public use of existing and newly created waterfront access areas through the utilization of mechanisms such as public access easements, visual corridors/breezeways and river front acquisition programs.

(Ord. No. 34-2024, § 2, 10/15/2024)

Policy 1.10.6:

The Downtown Mixed Use (DMU) category may recognize the variety of character areas encompassed by Downtown and its adjoining neighborhoods and corridors.

Strategy 1.10.6.1:

The Land Development Code shall identify subdistricts with unique standards for a variety of character areas within the Downtown Mixed Use category.

(Ord. No. 34-2024, § 2, 10/15/2024)

Objective 1.11: Urban Mixed Use.

The City of Titusville shall encourage the mix of residential, office, and commercial uses in urban areas through the designation of the Urban Mixed Use land use category on the Future Land Use Map.

Policy 1.11.1:

Provide for the compatibility of mixed land use patterns, which should consist of commercial, office, and residential uses through the implementation of appropriate land development regulations.

Policy 1.11.2:

Provide for pedestrian and cycling facilities, as well as other pedestrian amenities such as interesting streetscapes, urban plazas and open space, and landscaping.

Policy 1.11.3:

Protect public access to natural amenities, such as the Indian River, lakes, streams, wetlands and protected wildlife habitat.

Policy 1.11.4:

Develop a program to link the Main Street corridor with the surrounding neighborhood through pedestrian access, streetscape improvements, architectural continuity, tree preservation and buffering techniques (privacy screening, setbacks, landscaping and noise control).

Policy 1.11.5:

Focus private and public efforts on redevelopment of blighted structures and maintenance of the built environment.

Policy 1.11.6:

Encourage private development activities to coordinate with existing residents and property owners. Coordinate the provision of adequate public facilities and services.

Policy 1.11.7:

Require appropriate visual screens/buffers, with emphasis on landscape materials, between residential and other land uses when new or expanded development is proposed.

Policy 1.11.8:

Apply the Community Development Block Grant program to assist low and moderate-income families and improve the neighborhood environment.

Policy 1.11.9:

Encourage the location and relocation of industrial uses to areas appropriately designated as industrial on the Future Land Use Map.

Policy 1.11.10:

Provide for a reduced need for infrastructure by allowing for shared parking, drainage, and other facilities.

Policy 1.11.11:

Provide residents with a variety of housing choices, both in housing type and cost.

Policy 1.11.12:

This designation is intended primarily for the redevelopment of areas with a distinctly urban character; however, there shall not be an encroachment into existing residential neighborhoods with a density less than five (5) units per acre.

Policy 1.11.13:

Encourage redevelopment in the US 1 Corridor Master Plan study area as identified in the plan approved by City Council on August 22, 2006 at three (3) geographic sites which are designated for significant revitalization. Only these sites within the US 1 Corridor Master Plan study area are candidates for the Urban Mixed Use land use category and the Urban Village zoning district and the exact locations of these sites are defined in the Urban Village Zoning District provided in the Land Development Regulations:

1. Redevelopment Site #1 — The property bordered by Harrison Street to the south, Block 3 of the Bougainvillea Park Subdivision to the north, Highway US 1 (Washington Avenue) to the east, and Hopkins Avenue to the west.
2. Redevelopment Site #2 — The property bordered by Narvaez Drive to the south, Country Club Drive to the north, Highway US 1 (Washington Avenue) to the east and Hopkins Avenue to the west.
3. Redevelopment Site #3 — The property bordered by Highway US 1 to the east, the railroad to the west and south of SR 50, described as lying in Section 26 and 27, Township 22 South, Range 35 East in Brevard County described by the following:

   West side by the F.E.C. Railroad right-of-way

East side by the S.R. #5 (U.S. #1 Hwy.)

North side by the north 54' of lot 8

South side by lots 20 & 21.01 (Indian River City Plat)

Policy 1.11.14:

Mixed use in the US 1 Corridor Master Plan study area is encouraged with the following principles, as approved by City Council, in the plan on August, 22, 2006:

A. Strengthen the neighborhood character as a foundation for attracting new investment in owner occupied residential development.

B. Establish an interconnected pedestrian circulation system linking the waterfront parks, neighborhoods and mall sites.

C. Develop a mixed use tourist node that enhances public access to the waterfront while recognizing the importance of the Indian River Lagoon as an environmental asset in the south end of the study area.

D. Address stormwater runoff issues in the immediate surrounding areas as well as for the on-site development.

E. Encourage a mix of uses including but not limited to high density residential, retail, and public realm areas (pavilions, amphitheaters, and similar open gathering areas) that contain urban elements of increased density, intensity and height.

Policy 1.11.15:

All requests for the UMU designation and UV, Urban Village zoning shall include a master development plan. As each of the three (3) identified revitalization sites prepares a mixed use development plan to accompany the future land use amendment and rezoning request, the maximum density and intensity thresholds established for each site shall be added to the following table and shall be used to determine concurrency and impacts (the identified projects shall have the flexibility of an increase or decrease of up to five (5) percent for density or intensity within the UMU limits established in Policy 1.20.1 (Density and Intensity Criteria) without a comprehensive plan amendment):

Name of Development (Location)	**Allowable Density and/or Intensity**
Miracle City Mall	Maximum Total Non-residential Intensity — 0.3 FAR Maximum Total Residential — 15 dwelling units Per acre.
Riverwalk Village (Westside of US 1 and south of SR 50) Redevelopment Site # 3	96,100 s.f. retail/restaurant/office 352 dwelling units Maximum Total Non-residential Intensity-0.07 FAR Maximum Total Residential — 12.46 dwelling Units per acre
3550 S Washington Ave. Redevelopment Site #2 - The property bordered by Narvaez Drive to the south, Country Club Drive to the north, Highway US 1 (Washington Avenue) to the east and Hopkins Avenue to the west.	Maximum Total Non-residential Intensity — 0.3 FAR Maximum Total Residential - 15 residential dwelling units per acre.

(Ord. No. 11-2007, § 2-13-2007; Ord. No. 55-2007, § 1.9-25-2007; Ord. No. 7-2013; Ord. No. 25-2014, § 6-10-2014; Ord. No. 28-2021, § 10-26-2021)

Objective 1.12: Shoreline Mixed Use.

The City of Titusville shall pursue a moderately scaled mix of commercial, residential, recreational, and public and semi-public mixed-use that are water-enhanced or water dependent to the Indian River Lagoon and redevelop blighted areas through the designation of the Shoreline Mixed Use land use category on the Future Land Use Map. Waterfront recreation should be supported by complementary businesses and nearby neighborhoods and development areas should be enhanced by access to waterfront amenities and views.

(Ord. No. 35-2024, § 2, 10/15/2024)

Policy 1.12.1:

Preserve and enhance the visual and functional relationship in this unique strip of Indian Riverfront land as a liner link between the industrial/Space Center land uses to the south and the historic/commercial/residential land use to the north.

Policy 1.12.2:

Provide public access/recreation sites to the waterfront that are coordinated with existing and proposed residential/commercial locations to the west of Washington Avenue. Priority shall be given to existing and proposed east/west collector and arterial street extensions.

Strategy 1.12.2.1:

Work with property owners to secure land or easements to support the development of a continuous multimodal trail east of the US 1 Highway.

Strategy 1.12.2.2:

New development should maintain public access to water views where feasible. Provide for visual access locations as part of all development proposals. (Second sentence originally Policy 1.12.2 in part).

(Ord. No. 35-2024, § 2, 10/15/2024)

Policy 1.12.3:

Encourage appropriate land uses based upon a survey of existing uses, market forces, public facilities and services, and environmental concerns set forth in the other elements of the Comprehensive Plan. Develop a flexible set of land development regulations that will provide for mixed use opportunities that, at a minimum, include both low and high intensity residential uses, tourist uses, commercial uses, public and private recreational uses, including wet docking and boat slips, but not marine service activities.

Strategy 1.12.3.1:

Encourage recreation-oriented venues, activities, and businesses within the Waterfront district.

Strategy 1.12.3.2:

Water-dependent and water-enhanced businesses may be permitted and encouraged east of the US 1 Highway where practical.

Strategy 1.12.3.3:

Support moderately scaled mixed-use development on the US 1 Highway that benefits from proximity to the waterfront.

(Ord. No. 35-2024, § 2, 10/15/2024)

Objective 1.13: US 1 Corridor Land Use.

The City shall develop neighborhood specific plans to identify the strengths and weaknesses of each neighborhood and provide recommendations to better improve the community through a Neighborhood Plan.

Policy 1.13.1:

The City of Titusville shall provide for the preservation and revitalization of the established residential and commercial neighborhoods of the US 1 Corridor Study Area as identified in the US 1 Corridor Master Plan (2006).

Strategy 1.13.1.1:

The US 1 Corridor Neighborhoods Land Use District shall protect the interior established single-family areas of the neighborhoods by preventing commercial and multi-family encroachment, unless appropriate areas for commercial and multi-family uses are identified by a Neighborhood Plan.

Strategy 1.13.1.2:

The US 1 Corridor Land Use District within the Indian River City neighborhood area is further categorized into two (2) sub-districts. The Residential sub district and the Commercial Mixed-Use sub-district (see attached map).

Strategy 1.13.1.3:

All commercial uses shall be limited to properties that have access to US 1 Hwy or Hopkins Avenue, unless otherwise provided for by a Neighborhood Plan.

Strategy 1.13.1.4:

Limited mixed uses shall be provided for properties located along the identified commercial corridors based on the Indian River City Neighborhood Plan (Resolution 8-2012). New commercial uses within the residential sub-district shall not be permitted. Hence, the intensity allowed by the US 1 Corridor land use does not apply within this area.

Strategy 1.13.1.5:

Zoning regulations shall provide for greater buffering through landscape, site design, or other means between commercial and residential uses as provided through the land development regulations.

Strategy 1.13.1.6:

The City shall provide opportunities for revitalization through property improvement grant programs, housing opportunity programs, and park and entranceway improvements.

Strategy 1.13.1.7:

The Indian River City Neighborhood shall be designated with US 1 Corridor land use. The Neighborhood Plan for the Indian River City Neighborhood was adopted by the City with Resolution 8-2012 and shall be the guiding document for zoning regulations.

Objective 1.14: Residential Land Use.

The City of Titusville shall provide for appropriate and adequate land for residential land uses through the designation of Residential One, Residential Two, Low Density Residential, Medium Density Residential, and High Density Residential on the Future Land Use Map to provide a variety of housing opportunities and locations.

Policy 1.14.1:

Sites for residential development shall be located throughout the City in a variety of residential zoning classifications, which provide for a variety of lot sizes, floor areas, setbacks, and residential densities.

Policy 1.14.2:

Residential One uses (maximum one (1) unit per acre) shall consider availability of public facilities, existing development patterns, and proposed land use to ensure compatibility.

Policy 1.14.3:

Residential Two uses (maximum two (2) units per acre) shall consider availability of public facilities, existing development patterns, and proposed land uses to ensure compatibility.

Policy 1.14.4:

Low density residential uses (maximum five (5) units per acre) shall consider existing and proposed land uses to ensure compatibility.

Policy 1.14.5:

Medium density residential uses (maximum ten (10) units per acre) shall consider existing and proposed land uses to ensure compatibility. Further, such densities shall be located adjacent to at least a collector street, unless the property is located along the following local road, which already has a multi-family development pattern and is capable of supporting higher density: Rock Pit Road (from Tropic Street to South Street).

Policy 1.14.6:

High density residential uses (maximum fifteen (15) units per acre) or mobile homes shall consider existing and proposed land uses to ensure compatibility. Further, such densities shall be located adjacent to at least a collector or arterial street unless the property is located along the following local road, which already has a multi-family development pattern and is capable of supporting higher density: Rock Pit Road (from Tropic Street to South Street).

Policy 1.14.7:

Residential/Professional uses may be considered in all residential land use designations as a conditional use based upon criteria and performance requirements to insure residential compatibility. Further, such uses shall be located adjacent to at least a collector or arterial street.

Policy 1.14.8:

Negative impacts of residential land uses on environmentally sensitive areas shall be minimized. The Conservation Element objectives and policies shall be utilized in determining the appropriateness of residential land uses designation and the specific intensity of use authorized by land development regulations.

Policy 1.14.9:

Residential development sites shall be accessible to and/or provide essential public services at levels of service adopted by the Comprehensive Plan including transportation, potable water, sewage treatment, solid waste, drainage, recreation and open space, law enforcement and fire protection.

Policy 1.14.10:

Land development regulations shall include requirements for natural vegetative and other appropriate buffers to minimize nuisance effects and incompatibilities with other land uses.

Policy 1.14.11:

The City shall further delineate, through its land development regulations and Future Land Use Map, residential zoning mechanisms to create zoning categories for Residential One, Residential Two, Single Family, Low Density Residential, Medium Density Residential, and High Density Residential. Each category shall be further delineated with appropriate location and performance criteria.

(Ord. No. 35-2004, § 2, 5/11/2003; Ord. No 50-2005, § 1, 7/26/2005; Ord. No. 55-2007, §2, 9/25/2007)

Objective 1.15: Public/Semi-Public Land Use.

The City of Titusville shall provide for appropriate and adequate land for public/semi-public land uses through the designation of Public/Semi Public Land Use.

Policy 1.15.1:

Governmental facilities shall be located in areas easily accessible by the public and compatible with surrounding land uses, and the City shall encourage the location of appropriate government facilities to be located in the Downtown Mixed Use land use category area on the Future Land Use Map.

Policy 1.15.2:

Service facilities such as water and wastewater treatment facilities shall be located in either commercial or industrial areas.

Policy 1.15.3:

Safety facilities such as police and fire station shall be located to maximize such facility's efficiency to serve the City based on response time and configuration of the circulation system.

Policy 1.15.4:

Semi-public facilities shall be permitted by conditional use process through land development regulations.

Policy 1.15.5:

New public land uses shall be permitted within all land use categories identified in the Future Land Use Map, provided that the proposed use is approved by City Council, after a public hearing is held on the proposed use.

(Ord. 12-2017, 3/28/2017)

Objective 1.16: Conservation Land Use.

The City of Titusville shall provide for appropriate and adequate land for conservation land use through the adoption of Land Development Regulations.

Policy 1.16.1:

Designate Conservation land uses on the Future Land Use Map based upon site specific studies and field determinations as primary data sources consistent with the Goals, Objectives and Policies of the Conservation Element.

Policy 1.16.2:

As of 2009, the wetlands shown as Conservation Land Use on the Future Land Use Map were established using the National Wetlands Inventory Map of 1988. These wetlands shown on this map have not been groundtruthed. In order to provide more accurate mapping of wetlands, when the City receives a wetland delineation on specific sites, the delineations will be accepted by the City of Titusville and the Future Land Use Map will be amended accordingly. The Conservation Land Use shall be amended to include all wetland areas on the site to be preserved, unless such wetlands are preserved by a conservation easement as part of a Planned Development (PD) or other

master-planned development, and any other upland areas to be permitted for preservation for state and/or federal listed wildlife species.

Strategy 1.16.2.1:

When Conservation Land Use is present on a specific site, a property owner shall submit a preliminary environmental assessment, including a wetland delineation when wetlands are present, prior to any future development. If the environmental assessment indicates that only wetlands are present and the wetlands are to be preserved rather than mitigated, the City shall accept the wetland delineation and amend the Future Land Use Map to align the Conservation Land Use with that delineation.

Strategy 1.16.2.2:

When Conservation Land Use is present on a specific site, a property owner shall submit a preliminary environmental assessment, including a wetland delineation when wetlands are present, prior to any future development. If the environmental assessment indicates that state and/or federal listed wildlife are present within the areas of the site that are designated as Conservation Land Use, the City shall not amend the Conservation Land Use until the property owner submits an environmental study which confirms the presence and potential locations of the state and/or federal list wildlife species. If the study identifies a location or locations on the site for suitable habitat for preservation, and these areas ae accepted by the permitting agencies as preservation for the identified species, then the City shall amend the Conservation Land Use to include these areas.

(Ord. 10-2018, 2/27/2018)

Policy 1.16.3:

Permitted uses within the Conservation land use area shall be limited to residential uses of one (1) unit per five (5) acres, conservation, recreation, open space, and stormwater management systems consistent with the policies of the Conservation Element and the land development regulations.

Policy 1.16.4:

Impacts to areas designated as Conservation land use designation shall be considered if it is unavoidable due to absence of feasible and/or practical alternatives for reasonable use of the land, or the regulations create an inordinate burden on an existing use of the land or a vested right to a specific use of the land, or due to significant site constraint and/or practical design modification constraint. The allowable impacts shall be based upon site specific evaluation determined through the permitting process conducted by all the regulatory agencies with jurisdiction.

Objective 1.17: Natural Resources Protection.

Coordinate greater compatibility between the land development process and the natural environment by directing development densities and intensities to those areas having the most compatibility for absorbing development while protecting those environmentally sensitive areas, which have lower tolerance for urbanization.

Policy 1.17.1:

All future land use decisions, zoning changes, special uses, conditional uses, development review and amendments to the land use shall be based, in part, upon the compatibility of the proposed use with regard to areas as discussed in the Conservation Element.

Strategy 1.17.1.1:

The following items shall be addressed in the analysis of the land use changes:

1. Surrounding uses;
2. Surrounding zoning;
3. Acreage;
4. Description of site;
5. Soils and topography;
6. Flood zone;
7. Recharge potential;
8. Traffic counts on adjacent streets; and
9. Impact on adopted levels of service.
10. Water supply availability.

Strategy 1.17.1.2:

The City of Titusville shall address at a minimum the following provisions in its adopted land development regulations:

1. Stormwater management;
2. Safe and convenient on-site traffic flow;
3. Parking;
4. Percentage of impervious surface;
5. Drainage;
6. Signs;
7. The subdivision of Land;
8. Provision of open space and recreation;
9. Buffering/screening;
10. Aquifer recharge;
11. Regulation of the development of flood prone areas; and
12. Landscaping.

Policy 1.17.2:

The following uses are not compatible in the immediate vicinity of municipal potable water wells:

Gasoline and/or hazardous material storage tanks;

Industrial land uses; or

Commercial agricultural activities.

Policy 1.17.3:

Submerged lands within the Indian River Lagoon shall only be utilized for water related development (i.e., marinas, docks, boat ramps, etc.) and only after review and permitting by the appropriate State and/or Federal regulatory agency(s). Submerged lands within the Indian River Lagoon shall not be utilized for any land use density or intensity. Development rights under the comprehensive plan may not be transferred from these submerged lands to uplands.

Objective 1.18: Coastal Evacuation.

The City of Titusville shall coordinate with Brevard County in the safe evacuation of coastal populations in accordance with Brevard County's Hurricane Evacuation Plan.

Policy 1.18.1:

The City of Titusville shall maintain a Disaster Operations Plan, which will be coordinated with Brevard County and the Kennedy Space Center.

Policy 1.18.2:

The City of Titusville shall identify inland structures, which can function as temporary housing for the evacuated population and assist the Red Cross in equipping these structures for emergencies.

Policy 1.18.3:

The City of Titusville police and fire departments shall coordinate with Brevard County in evacuating coastal residents.

Policy 1.18.4:

Programs shall be developed to mitigate the destructive forces of hurricane events within the City's coastal zone. The following criteria shall apply in the implementation of this policy:

A. Post-hurricane mitigation shall include mechanisms for the relocation of structures significantly damaged in major hurricane events.

B. Land acquisition programs shall include provisions for the possible redirection of funds to acquire coastal and estuarine properties, which should not be redeveloped following a major hurricane.

C. Discourage the redevelopment and rebuilding of facilities, which serve to encourage growth in hazardous areas except for necessary services for existing development.

Objective 1.19: Planned Unit Development.

The City of Titusville shall establish the Planned Unit Development concept for residential, commercial and industrial land uses and consider other mixed-use land development techniques through the designation of the Planned Unit Development land use category on the Future Land Use Map.

Policy 1.19.1:

Encourage creative approaches in housing developments that will result in quality living environment through innovative design and aesthetic controls.

Policy 1.19.2:

Provide for pedestrian and cycling facilities, as well as other pedestrian amenities such as interesting streetscapes, urban plazas and open space, and landscaping when providing for residential and commercial use.

Policy 1.19.3:

Link any commercial or activity centers with surrounding uses through pedestrian, streetscape improvements, architectural continuity, tree preservation and buffering techniques (private screening, setbacks, landscaping and noise control).

Policy 1.19.4:

Protect public access to natural amenities, such as the Indian River, lakes, streams, wetlands, and protected wildlife habitat.

Policy 1.19.5:

Encourage creative approaches in commercial/office developments that will result in quality shopping and working environments through innovative design and aesthetic controls.

Policy 1.19.6:

Encourage a combination of housing types and styles including single family, two-family, and multiple family dwellings.

Policy 1.19.7:

Encourage flexibility in design by permitting development clustering and a variety of architectural styles and treatments.

Policy 1.19.8:

Encourage the preservation of common open space, recreational facilities, and natural features such as woodland and wetland areas.

Policy 1.19.9:

Consider the carrying capacity of the various levels of service for infrastructure and services.

Policy 1.19.10:

Encourage mixed use zoning districts to intermix residential land use with employment, commercial, educational and recreational opportunities in those unique mixed-use areas designated on the Future Land Use Map.

Policy 1.19.11:

Encourage development of vacant and/or used urbanized area to minimize urban sprawl.

Policy 1.19.12:

All requests for the PUD designation shall include a master development plan. As each site prepares a development plan to accompany the future land use amendment and rezoning request, the maximum density and intensity established for each site as shown on the binding development plan shall not be exceeded, and these thresholds shall be used to determine concurrency. The maximum density and intensity thresholds established for each site shall be added to the following table:

Name of Development	Allowable Density and/or Intensity
San Mateo (CPA #2006-02A)	2.81 dwelling units per acre
Brooks Landing (CPA #2006-02B)	1.57 dwelling units per acre
Inspiration Village (SSA#2-2011)	4.3 dwelling units per acre 1,277 residential units max
Willow Creek (CPA #1-2016)	

(Ord. No. 95-2006 § 1, 10/24/2006; Ord. 7-2017; 2/28/2017)

Objective 1.20: Regional Mixed Use.

The City of Titusville shall pursue the development of Regional Mixed Use development, which shall be intended to act as a center of commercial, professional, financial, high tech industrial and unique retail serving a specific residential community through the designation of Regional Mixed Use land use category on the Future Land Use Map.

Policy 1.20.1:

Regional Mixed Use developments shall contain a minimum of one hundred sixty (160) acres. No additions to the development shall be permitted to the original development boundaries.

Policy 1.20.2:

Regional Mixed Use developments shall include a mix of three (3) or more uses consisting of the following:

Type of Use	Allowable Density and/or Intensity
Single-Family	0-6.7 du/acre
Multi-Family	10 to 40 units/acre
Commercial	10 to 40 timeshare/resort units per acre 50% lot coverage/FAR from 0 to 3
Industrial	50% lot coverage/0 to 1 FAR
Public Uses	Not Applicable
Recreational Uses	Not Applicable

Policy 1.20.3:

No single use, as noted in Policy 1.19.2, shall occupy more than fifty (50) percent in acreage of the regional mixed-use district.

Policy 1.20.4: (Reserved)

Policy 1.20.5:

Negative impacts on environmentally sensitive areas shall be minimized, eliminated and/or mitigated. The Conservation Element objectives and policies shall be utilized in determining the appropriateness of industrial land use designations and the specific intensity of use authorized by land development regulations.

Policy 1.20.6:

All development activity shall be within all adopted concurrency requirements identified in the Land Development Regulations.

Policy 1.20.7:

All Regional Mixed Use developments shall include the preservation of natural areas, such as woodland and wetland areas.

Policy 1.20.8:

All Regional Mixed Use developments shall include a compatible and interrelated mix of residential and non-residential development, which should include employment and recreational opportunities.

Policy 1.20.9:

All Regional Mixed Use developments shall include innovative design and aesthetic controls and shall be required to have buffer areas between different uses when appropriate. Internal traffic movements shall be designed in a manner that provide for pedestrian, bicycle and vehicular compatibility and safety.

Policy 1.20.10:

Minimize circulation conflicts by providing truck routes to industrial areas and pedestrian access to residential areas, with traffic control devises at conflict points with general traffic circulation.

Policy 1.20.11:

Governmental facilities shall be located in areas easily accessible by the public and compatible with surrounding land uses.

Policy 1.20.12:

School facilities shall be located in conjunction with residential patterns and easily accessible by the public. Residential development shall be coordinated with the Brevard County School Board to encourage adequate, functional, and accessible facility for the public.

Policy 1.20.13:

Regional Mixed Use Development shall be located off an existing improved Major/Minor arterial roadway corridors. A minimum of twenty-five (25) percent of the total perimeter boundary of the site shall directly front on a Major/Minor Arterial. All main access points to the development shall be from a Major/Minor Arterial.

Policy 1.20.14:

The City shall further delineate, through its land development regulations, Single Family, Multi Family, Commercial and High Tech Industrial zoning mechanisms to create zoning categories for the Regional Mixed Use land use, which are consistent with the objectives and policies of the Residential, Commercial and Industrial land use policies of the Future Land Use Element. The zoning category shall be further delineated with appropriate location and performance criteria.

Objective 1.21: Density and Intensity Land Use Criteria.

The City of Titusville will establish standards for density and/or intensity of use for each future land use category.

Policy 1.21.1:

The following standards for densities or intensities of use shall apply to each future land use category as indicated below:

Land Use	Objective	Density[4] (Residential Use)	Intensity[4] (Non-Residential Use)

Industrial	1.8	n/a	1.0 FAR [2]
Planned Industrial Park	1.8	n/a	1.5 FAR [2]
Commercial High Intensity	1.9	n/a	1.0 FAR [2]
Commercial Low Intensity	1.9	n/a	1.0 FAR [2]
Downtown Mixed Use	1.10	20 du/acre; 30 du/acre In the Downtown Sub-district & Uptown Sub-district.	5.0 FAR [2]
Urban Mixed Use	1.11	15 du/acre	1.0 FAR [2]
Shoreline Mixed Use	1.12	20 du/acre	1.0 FAR [2]
Residential One	1.14	1 du/acre	.2 FAR [2]
Residential Two	1.14	2 du/acre	.2 FAR [2]
Low Density Residential	1.14	5 du/acre	.2 FAR [2]
Medium Density Residential	1.14	10 du/acre	.2 FAR [2]
High Density Residential	1.14	15 du/acre	.2 FAR [2]
Public/Semi-public	1.15	n/a	.2 FAR [2]
Conservation	1.16	1 du/5 acres	n/a
Planned Unit Development	1.19	12 du/acre	.2 FAR [2]
Regional Mixed Use[1]	1.20	Policy 1.20.2	Policy 1.20.2

[1] Density/Intensity standards for Regional Mixed Use are contained in Objective 1.20, Policy 1.20.2.

[2] FAR will be applied to individually developed lots/parcels. Where a planned/mixed use development is proposed and common amenities (i.e., parking, stormwater retention, open space, etc.) are provided, the FAR will apply to the total planned/mixed use development; however, individual parcels within the planned/mixed use development will be allowed at a high FAR based upon site specific impacts.

[3] The density in this category may be increased by fifty (50) percent when using Transfer of Development Rights as specified in Policy 2, Strategy 3.

[4] Maximums unless approved through density or intensity bonuses as described in Strategies 1.10.2.5 and 1.24.3.2.

(Ord. 11-2018, 2/27/2018; Ord. No. 34-2024, § 3, 10/15/2024)

Policy 1.21.2:

The City of Titusville shall encourage higher densities in areas more suitable for development while preserving historic and public resources by recognizing Transfer of Development Rights (TDRs).

Strategy 1.21.2.1:

Transfer of Development Rights (TDRs) may be obtained through the conditional use permit process to direct residential development to areas which are suitable for growth with the intent of furthering City goals related to preservation of historic preservation, downtown revitalization, quality affordable housing, and quality public infrastructure.

Strategy 1.21.2.2:

TDRs may be transferred from sending districts as authorized by the Land Development Regulations.

Strategy 1.21.2.3:

The following land use designations may be considered receiving districts for Transfer of Development Rights: Downtown Mixed Use.

Strategy 1.21.2.4:

The density bonus for a project receiving TDRs shall not exceed fifty (50) percent of the density permitted in the designated land use category. The maximum allowable density of a development shall take into consideration all other requirements of the Comprehensive Plan.

Strategy 1.21.2.5:

TDRs may be considered to protect historic resources, and public infrastructure; to encourage the revitalization of the Downtown, and to encourage the development of affordable housing.

Strategy 1.21.2.6:

Applications for TDR projects shall include an analysis describing the estimated impacts the increased density will have on neighboring developments and the public infrastructure.

(Ord. No. 14-2003, § 3, 4/8/2003; Ord. No 35-2004, §3, 5/11/2003; Ord. No. 50-2005, §2, 7/26/2005; Ord. No. 106-2005, §3, 12/19/2005; Ord. No. 30-2010, §1, 10/12/2010)

Objective 1.22: Educational Land Use.

The City of Titusville shall designated public schools and properties owned by Brevard County Public Schools as Educational Land Use.

Policy 1.22.1:

School facilities shall be located in conjunction with residential development and easily accessible by the public.

Policy 1.22.2:

The City shall enhance community design and quality of life through effective school facility siting standards. The City shall encourage the siting of schools so they serve as community focal points and are compatible with surrounding land uses.

Policy 1.22.3:

Elementary, middle and high school shall be allowed in all Land use designations except Industrial, Planned Industrial Park and Conservation land use designations. Existing elementary, middle and high schools shall be considered as permitted with their respective land use designations and future elementary, middle and high schools shall be required to comply with this policy. The City of Titusville will ensure the availability of lands within these land use designations to site future public schools.

Policy 1.22.4:

The City shall coordinate with the School Board to facilitate the location of new schools which are proximate and convenient to existing residential areas, areas of projected growth, and require minimal additional public infrastructure. The City's Comprehensive Plan intends for future schools to be sited as closely to urban residential areas as practical, preferably within walking and/or biking distance of the primary residential areas to be served.

Policy 1.22.5:

The City shall encourage the collection of public schools and other public facilities such as parks, libraries, and community centers. The City shall select the future location of public facilities, to the greatest extent possible, to achieve collocation with an existing public school, or so that the facility can be retrofitted to achieve collocation.

Policy 1.22.6:

The City shall coordinate the Brevard County School Board's five-year facilities work program with the City's Capital Improvements Schedule for all capital improvements related to new capacity.

Policy 1.22.7:

The City shall work cooperatively and maintain an outgoing exchange of information with the Brevard County School Board and other educational facility providers to ensure that new and expanded educational facilities are properly located, designed and constructed to be consistent with the City's comprehensive plan and Interlocal Agreement with the School Board.

(Ord. No. 50-2005, §3, 7/26/2005; Ord. No. 33-208, 9/23/2008; Ord. 12-2017, 3/28/2017)

Objective 1.23: Community Participation.

The City of Titusville shall enhance the notifications, information and process for citizen input in land use matters, to ensure an opportunity for meaningful citizen and community participation in the City's Comprehensive Planning process.

Policy 1.23.1:

The City shall provide a process for citizens to submit material in writing that reaches the Local Planning Agency members packets prior to the meeting.

Policy 1.23.2:

The City shall evaluate the notification process to determine if it needs to be lengthened for larger projects.

Policy 1.23.3:

The City shall continue to evaluate land use amendments to improve the notifications and ensure that they are understandable and convey the necessary information to citizens.

Policy 1.23.4:

Whenever an area plan, land use application or any other land use planning is undertaken, the City shall ensure an opportunity for continuous and maximum participation by those who will be affected by the plan including residents who live in or near the plan area, merchants and others who do business in the affected area, as well as members of interested groups and the general public.

Policy 1.23.5:

The City shall require applicants of land use and zoning application submittals to schedule and conduct a community meeting with interested members of the public regarding their application at least seven (7) days prior to the first public hearing. The applicant shall provide notification to all property owners within five hundred (500) feet of the subject property of the land use and zoning application and shall notify the City of the meeting as well.

Policy 1.23.6:

The City shall use geographic information systems and other technology to facilitate information transmittal to citizens concerning land use information for their geographic areas of the City.

Strategy 1.23.6.1:

Post supporting documents such as staff reports for the next current meeting of boards and commissions dealing with land use matters in an easily accessible location on the City of Titusville website.

Strategy 1.23.6.2:

Post live or delayed streams of public hearings of the Planning and Zoning Commission and City Council on the internet as a source of easily accessible media outlet.

Objective 1.24: Gateway Corridors.

The City's major roadways shall be treated as Gateways critical to the City's image. Gateway corridors shall accommodate a wide variety and intensity of land uses within a framework that enhances the visual identity of the corridors to create a favorable impression for visitors.

(Ord. No. 35-2024, § 3, 10/15/2024)

Policy 1.24.1:

The Gateway Corridors shall be defined as properties along the following roadways:

- US-1
- Garden Street / S.R. 406
- South Street / S.R. 405
- Cheney Highway / S.R. 50

(Ord. No. 35-2024, § 3, 10/15/2024)

Policy 1.24.2:

As the first impression that many visitors will have of the City, properties and public improvements in the Gateway Corridor should have a consistent and attractive appearance.

Strategy 1.24.2.1:

The Land Development Regulations shall develop a zoning overlay with required elements of landscaping, tree planting, maintenance, signage, and other public-facing characteristics in development within the overlay zone consistent with the policies of the Gateway Corridors objective. The overlay may be mandatory as determined in the Land Development Regulations.

(Ord. No. 35-2024, § 3, 10/15/2024)

Policy 1.24.3:

Targeted investment in the overlay shall be supported by the Gateway Corridor objective that encourages horizontal and vertical mixed-use development and redevelopment with quality landscaping and design that will contribute to a positive image of the City.

Strategy 1.24.3.1:

Future development within Gateway Corridor should be composed primarily of commercial, mixed-use, and multi-family development.

Strategy 1.24.3.2:

The Land Development Code shall include in the zoning overlay incentive bonuses permitting higher density multifamily residential uses and non-residential or mixed-use development up to two (2.0) FAR and forty (40) units per acre with building heights not to exceed five (5) stories. Incentive bonuses shall be based on contributions to the public realm including landscaping, green infrastructure, bicycle and pedestrian infrastructure, and other improvements which implement the policies of the Gateway Corridor objective and exceed the minimum requirements for the overlay.

Strategy 1.24.3.3:

Urban design standards shall provide for an attractive environment that balances auto-oriented and pedestrian-oriented design features.

Strategy 1.24.3.4:

Higher intensity development along corridors shall transition to existing single-family neighborhoods in an orderly fashion.

(Ord. No. 35-2024, § 3, 10/15/2024)

Policy 1.24.4:

The City shall encourage the development of higher density housing in appropriate locations along Gateway Corridors to increase housing supply while discouraging urban sprawl.

Strategy 1.24.4.1:

Encourage and incentivize through flexible zoning the development of multi-family housing on underutilized commercial or vacant parcels along corridors consistent with the infill policies.

Strategy 1.24.4.2:

Encourage the development of more affordable housing in locations within a ¼ mile to public transit.

(Ord. No. 35-2024, § 3, 10/15/2024)

Policy 1.24.5:

The City shall ensure that the Gateway Corridors have appropriate open spaces to provide aesthetic value for the city and recreational opportunities for those who live and work along the corridors.

Strategy 1.24.5.1:

Open spaces such as parks or plazas should be included in developments along the corridors for the use of residents, employees, and visitors.

Strategy 1.24.5.2:

As redevelopment occurs, the City shall identify new recreation needs and opportunities to create new public or private open spaces with parks and recreation to serve them.

(Ord. No. 35-2024, § 3, 10/15/2024)

Policy 1.24.6:

The Gateway Corridors shall provide for long distance motor vehicle movement along major roads while providing safe, multimodal access to uses and activity centers.

Strategy 1.24.6.1:

Operational improvements that maintain or improve traffic flow along major roadways shall be identified and implemented.

Strategy 1.24.6.2:

Safe crossings for people walking and biking shall be provided at regular intervals where development is located on both sides of a roadway.

Strategy 1.24.6.3:

Access to development areas from Gateway roads should be consolidated, including using existing streets where existing intersections are frequent, to limit the number of access points on major roadways and to limit sidewalk and bikeway conflicts.

Strategy 1.24.6.4:

Where feasible, new development shall provide cross-access to existing or undeveloped parcels and existing streets to mitigate the impact of new development on traffic operations of the major road.

Strategy 1.24.6.5:

Shared parking, structured parking, and design strategies should be encouraged in order to minimize the visual and environmental impacts of surface parking lots.

Objective 1.25: Indian River Waterfront.

Enhance public access, recreational opportunities, environmental quality, and amenities on the Indian River waterfront to create value for the entire City.

Policy 1.25.1:

Coastal resources should be preserved, restored, and enhanced in accordance with Coastal Management Objective 1.3 to maximize public use and assure the economic viability of the Waterfront in the future.

Policy 1.25.2:

The City shall work with property owners, not-for-profit groups, and other interested parties to protect existing access points. Securing additional access points to the Indian River Lagoon and other recreational waterbodies should be pursued, where feasible.

Policy 1.25.3:

The City shall explore opportunities to expand and connect the East Coast Greenway Trail along the waterfront to create a continuous, publicly accessible corridor that accommodates pedestrians and bicyclists.

Policy 1.25.4:

Waterfront access and recreation should be supported by complementary businesses, and development areas should be enhanced by access to waterfront amenities and views.

Policy 1.25.5:

The City shall encourage the inclusion of public amenities such as benches, shade structures, restrooms, water fountains, and native landscaping in new waterfront development and redevelopment projects.

(Ord. No. 35-2024, § 3, 10/15/2024)

TRANSPORTATION ELEMENT

TRANSPORTATION ELEMENT

GOAL 1:

A safe, convenient and energy efficient transportation system in the City of Titusville that serves the needs of all residents and visitors. The system shall promote multiple modes of transportation for goods and people to encourage stability and an improved quality of life.

Objective 1.1:

The City shall improve and maintain safety, convenience, connectivity, and energy efficiency within the transportation system.

Policy 1.1.1:

A Level of Service (LOS) E is established for arterial and Collector roadways. A Level of Service (LOS) D is established for roadways on the Florida Intra-state Highway System (FIHS) and Strategic Intermodal System (SIS) per the Florida Department of Transportation

Strategy 1.1.1.1:

The City should study the opportunity to transition to a Multimodal Level of Service / Multimodal Quality of Service that takes into account all modes of transportation.

(Ord. No. 34-2024, § 3, 10/15/2024)

Policy 1.1.2:

The City shall require transportation connectivity between land uses and development sites in the Land Development Regulations to provide for multiple access points for emergency management and to facilitate multiple modes of transportation.

Policy 1.1.3:

Parking facilities will be convenient to major generators and attractors and intermodal terminals within the City and provisions for adequate parking shall be included in the City's Land Development Regulations.

Strategy 1.1.3.1:

Develop innovative solutions to reduce parking requirements, including provision for shared parking open to the public that serve multiple uses, utilize connectivity strategies such as alleys and shared driveways, and adopt district-wide transportation demand management programs as redevelopment occurs.

Strategy 1.1.3.2:

Parking requirements for multi-phase projects should be flexible and anticipate potential changes in parking demand.

Strategy 1.1.3.3:

Parking arrangements should be flexible, and long-term planning should anticipate a reduced need for parking as development patterns increase non-automobile trips, and as autonomous vehicles and ride-sharing services become more prevalent.

(Ord. No. 34-2024, § 3, 10/15/2024)

Policy 1.1.4:

The City shall cooperate with Brevard County and the Space Coast Transportation Planning Organization in the use of transportation demand management strategies as a means to reduce peak hour travel demand and the number of vehicle miles traveled.

Policy 1.1.5:

The City shall cooperate with Brevard County and the Space Coast Transportation Planning Organization in the use of transportation systems management strategies to preserve the capacity of existing transportation systems.

Policy 1.1.6:

The City shall participate with Brevard County, the Space Coast Transportation Planning Organization, and Florida Department of Transportation to establish a performance monitoring system for the transportation system.

Policy 1.1.7:

Standards for safe and convenient on-site traffic flow are contained in the City's Land Development Regulations. On-site circulation standards should account for all user types including motor vehicles, bicycles, and pedestrians.

(Ord. No. 34-2024, § 3, 10/15/2024)

Policy 1.1.8:

The City shall evaluate and whenever feasible, support transportation systems management activities that will reduce motor vehicle miles traveled, or increase the use of energy-efficient non-motorized vehicles, public transit, and micro-mobility options to conserve energy, reduce greenhouse gases, reduce noise, water and air pollution and discourage urban sprawl.

Strategy 1.1.8.1:

All alternatives should be considered prior to increasing motor vehicle capacity through lane addition to existing roadways, including multimodal improvements, connectivity improvements, construction of parallel facilities, operational improvements, and intersection improvements.

(Ord. No. 34-2024, § 3, 10/15/2024)

Policy 1.1.9:

The City shall require new large scale planned development to make contributions, enhancements or provisions towards the public transportation system to promote energy conservation and reduce greenhouse gases.

(Ord. No. 34-2024, § 3, 10/15/2024)

Objective 1.2:

The City's transportation policy and standards shall be consistent with the Future Land Use Element, the Housing Element, the Intergovernmental Coordination Element, and the Capital Improvements Element of the City's adopted Comprehensive Plan.

Policy 1.2.1:

The City shall coordinate with local, regional and state transportation agencies to ensure that transportation planning supports land use objectives.

Policy 1.2.2:

Expansion of transportation related facilities within the City shall be realized consistent with the following strategies:

Strategy 1.2.2.1:

The City shall ensure that expansion of transportation related facilities is consistent with the adopted Comprehensive Plan through active participation in the planning and design of these facilities with the appropriate service provider.

Strategy 1.2.2.2:

Standards have been established in the City's Land Development Regulations to mitigate adverse impacts of the expansion of transportation facilities upon adjacent natural resources and land uses.

Strategy 1.2.2.3:

Standards have been established in the City's Land Development Regulations to protect and conserve natural resources within and adjacent to airport transportation related facilities.

Policy 1.2.3:

The City shall continue to implement the Land Development Regulations and adopt new regulations to provide and improve access to various land uses and to meet the City's future transportation needs.

Objective 1.3:

The City shall strive to provide variety transportation option that includes bicycle, pedestrian and public transit facilities to promote alternative modes of transportation. The City shall provide bicycle and pedestrian ways through development of plans, Land Development Regulations or development controls.

Policy 1.3.1:

The City shall promote the development of "Complete Streets" that are designed, built, and maintained in a manner that accommodates not only automobiles, but transit vehicles and non-motorized modes of travel such as pedestrians ways, bicycle paths and also accommodates disabilities. "Complete Streets" shall seek to be aesthetically pleasing and provide for a tree shaded and comfortable environment for all users. The City shall continually pursue funding to beautify streets.

Policy 1.3.2:

The City shall improve the bicycling and pedestrian environment by providing bicycle and pedestrian infrastructure and amenities and by seeking to provide wider sidewalks. In new development or redevelopment, walking and bicycling shall be promoted by establishing pedestrian-friendly streets with sidewalks and/or bike paths.

Policy 1.3.3:

The City shall seek funding in order to participate with Space Coast Area Transit in the provision of bus shelters along transit routes, particularly in areas of frequent use.

Policy 1.3.4:

The City shall develop a City-wide park and greenway plan to link greenway, trails and park system within the City and link them to regional trails, other state parks and conservation areas.

Policy 1.3.5:

The City in coordination with the Space Coast Transportation Planning Organization shall develop a bicycle and pedestrian master plan.

Policy 1.3.6:

Space Coast Regional Airport and Arthur Dunn Air Park will be protected from the encroachment of incompatible land uses through application of the Airport Impact Overlay District in the City's LDR's.

Policy 1.3.7:

The City shall encourage the development of a continuous multi-use trail along the Indian River Lagoon through public-private partnerships.

Objective 1.4:

The City shall coordinate the transportation system plans and programs with other effected governmental entities to ensure that the most efficient and cost effective course of action is followed and that strategies demonstrating the area wide coordination necessary to implement all provisions of this element are utilized.

Policy 1.4.1:

The City shall identify the transportation needs and problems of the City and they shall be addressed through coordination with local, Space Coast Transportation Planning Organization, regional and state plans, and the FDOT Adopted Work Program.

Policy 1.4.2:

The City shall participate in the development of a system-wide multi-modal transportation network master plan.

Objective 1.5:

The City shall support comprehensive transportation planning to examine public transit service needs based on existing and proposed major trip generators and attractors, and new growth trends shall be addressed.

Policy 1.5.1:

The provision of transit service to the City shall be coordinated with Space Coast Area Transit as part of their capital improvement and transit development planning process.

Policy 1.5.2:

The City shall continue to explore the option of increasing transit routes and frequencies.

Policy 1.5.3:

The City shall support and participate in the State of Florida's Amtrak/FEC Corridor Project to establish passenger rail service along Florida's East Coast and establishing a service station in the City of Titusville.

Strategy 1.5.3.1:

The City shall participate in the planning and design of the project, including the application for grant funding to construct the project.

Strategy 1.5.3.2:

The City shall be responsible for maintaining the station facility.

Objective 1.6:

The City shall protect existing and future rights-of-way from building encroachment.

Policy 1.6.1:

Rights-of-way shall be protected from encroachment through implementation of the following strategies:

Strategy 1.6.1.1:

Standards to protect existing rights-of-way shall be incorporated in the City's LDR's.

Strategy 1.6.1.2:

Future right-of-way needs shall be pursued or reserved as far in the future as possible to minimize costs and facilitate planning and design activities.

Policy 1.6.2:

The City may vacate street right-of-way only if it does not prevent reasonable connection for existing and future public transit, pedestrian, and non-motorized and motorized vehicle trips.

Objective 1.7:

The City shall promote access to transportation related facilities and ensure that they are coordinated with the circulation system shown on the map(s) adopted as part of the element.

Policy 1.7.1:

Convenient movement between the various transportation facilities within the City shall be facilitated through the following strategies:

Strategy 1.7.1.1:

Where feasible, intermodal terminals should be located adjacent to two (2) or more transportation modes.

Strategy 1.7.1.2:

Access to and between modes and terminals shall be designed to minimize operational conflicts.

Strategy 1.7.1.3:

Participation among the various transportation service providers is crucial to terminal siting, construction, and operation.

Objective 1.8:

The City shall coordinate the operation of, and improvements to, the transportation system with the plans and programs of the various entities responsible for providing transportation related facilities.

Policy 1.8.1:

The City shall participate in the development of a system-wide multi-modal transportation network master plan.

Policy 1.8.2:

To protect the interregional and intrastate functions of the Florida Intrastate Highway System (FIHS), the following strategies will be used to encourage local alternatives:

Strategy 1.8.2.1:

Signal synchronization, intersection improvements, and other congestion management techniques to reduce travel delay and encourage local alternatives to the FIHS.

Objective 1.9:

Application of transportation solutions should be context-sensitive.

(Ord. No. 34-2024, § 3, 10/15/2024)

Policy 1.9.1:

Context-sensitive solutions recognize that roadway design should respond to the intensity and configuration of existing and planned land uses surrounding the facility. Areas with features such as higher density, higher intensity, transit access, civic facilities, facilities for children or the elderly, high street connectivity, or traditional, pedestrian-oriented pattern should prioritize non-motorized travel and micro-mobility. Areas with features such as lower density, lower intensity, low street connectivity, high-volume trucking, or critical regional motor vehicle routes may prioritize motor vehicle circulation. All facilities should provide sidewalks or other pedestrian accommodation.

(Ord. No. 34-2024, § 3, 10/15/2024)

Policy 1.9.2:

Downtown: The City shall prioritize pedestrian and bicycle circulation to support a high level of activity in the downtown area.

Strategy 1.9.2.1:

Street design should be place-based and contribute to the urban design of downtown.

Strategy 1.9.2.2:

Motor vehicle traffic should be calmed to a speed that complements a safe and comfortable pedestrian and bicycle precinct.

Strategy 1.9.2.3:

Downtown should have shaded walkways, sidewalks and plazas to allow pedestrians to comfortably navigate downtown in hot weather.

Strategy 1.9.2.4:

Bikeways providing access to various destinations in Downtown should be appropriate for riders of various ages and abilities and connect to existing and proposed trail networks.

(Ord. No. 34-2024, § 3, 10/15/2024)

HOUSING ELEMENT

HOUSING ELEMENT

GOAL 1:

The City of Titusville shall, through its comprehensive plan, make provision for adequate and affordable housing that meet the physical and social needs of all segments of the current and future population of the City.

Objective 1.1:

The City shall provide for a variety of housing types and price levels for all residents living in or migrating to the area. Employees of businesses within Titusville and high-tech businesses on the Space Coast should have opportunities to live in high quality housing within the City.

(Ord. No. 36-2024, § 2, 10/15/2024)

Policy 1.1.1:

The City shall encourage a substantial and diverse residential population downtown and city-wide by providing a mix of housing options to serve a wide range of household types and incomes.

Strategy 1.1.1.1:

The City shall coordinate residential growth with the Land Use Plan and respective zoning.

(Ord. No. 36-2024, § 2, 10/15/2024)

Policy 1.1.2:

The City shall support the availability of attainable housing both by minimizing barriers to the private provision of market-rate housing to increase housing supply and by collaborating with public and non-profit entities on the provision of subsidized housing for lower income households.

(Ord. No. 36-2024, § 2, 10/15/2024)

Policy 1.1.3:

The City shall enact development regulations that provide for a mix of housing types and sizes within a development.

Strategy 1.1.3.1:

Permit a range of housing typologies within neighborhoods to accommodate a range of household types including accessory dwelling units, duplexes, townhouse, and quadruplexes.

(Ord. No. 36-2024, § 2, 10/15/2024)

Policy 1.1.4:

The City shall enact programs and regulations to encourage the development of Accessory Dwelling Units (ADUs).

Objective 1.2:

The City of Titusville should identify opportunities to preserve a healthy proportion of affordable housing as property values rise within the City. The City should, within its realm of responsibility, act to make affordable housing available through housing implementation programs, especially to meet the needs of very low income households, for existing and future residents.

(Ord. No. 36-2024, § 2, 10/15/2024)

Policy 1.2.1:

The City of Titusville uses the HUD definition of affordable housing which means housing affordable to those with incomes at or below eighty (80) percent, (low income), fifty (50) percent (very low income), and thirty (30) percent (extremely low income) of the median income of the metropolitan area who pay no more than thirty (30) percent of their gross income for housing.

Policy 1.2.2:

The City shall provide an education program such as homebuyer education and counseling to prepare low income families for homeownership. Financial and technical assistance shall be provided to low income homebuyers whenever economically feasible.

Policy 1.2.3:

The City shall continue to use the Community Development Block Grant (CDBG) Program and other programs to construct and/or rehabilitate housing units that will increase the availability of affordable housing for very low income and extremely low income households and other groups with special needs.

Policy 1.2.4:

Affordable housing should blend in style and character with market rate-development.

(Ord. No. 36-2024, § 2, 10/15/2024)

Objective 1.3:

The City of Titusville shall encourage the equitable distribution of affordable housing throughout its jurisdiction.

Policy 1.3.1:

The City shall support fair housing practices by:

Strategy 1.3.1.1:

The City shall further fair housing through implementation of the Fair Housing Act Chapter 760.20, F.S., in all housing, development and planning activities.

Strategy 1.3.1.2:

The City shall provide information, technical assistance and develop incentives programs to meet the affordable housing needs.

Strategy 1.3.1.3:

The City shall cooperate with developers who build HUD subsidized projects.

Policy 1.3.2:

The City shall further fair housing goals so that a variety of housing choices are available to households without regard to religion, handicap, age, race, national origin, or marital status.

Policy 1.3.3:

The City shall continue to allow housing for those persons desiring adult living communities and retirement communities through the implementation of the City's land development regulations.

Policy 1.3.4:

The City shall continue to make provisions ensuring the availability of affordable housing to families with children.

Objective 1.4:

The City shall support/increase the coordination between the public and private sectors involved in the provision of housing, community development and redevelopment activities by:

Policy 1.4.1:

The City shall strengthen communication among the various organizations comprising the affordable housing market (i.e., public assistance agencies, financial institutions and realtors) through workshops and participation in regional housing organizations.

Policy 1.4.2:

The City shall continue to provide funding assistance through the use of CDBG, HOME, SHIP and other funding programs. The City shall seek to combine resources with non-profit and for-profit organizations to provide affordable housing and promote redevelopment.

Policy 1.4.3:

The City shall evaluate and amend the existing policies, and land development regulations which hinders new development or reconstruction of a single family homes for affordable housing on non-conforming residentially zoned lots or parcels, that are located in developed neighborhoods with public infrastructure.

Policy 1.4.4:

The City will encourage voluntary citizen community services to improve the target revitalization areas.

Objective 1.5:

The City of Titusville shall make adequate provision to integrate care facilities, group homes, child/adolescent care facilities and retirement homes into residential areas, areas of residential character, and mixed use areas by:

Policy 1.5.1:

Land development regulations shall be enacted in the Code of Ordinances to address these facilities.

Strategy 1.5.1.1:

The ordinance shall allow the facilities to locate in residential areas by Conditional Use Permit (CUP), including appropriate location criteria, to ensure the facility residents have access in residential areas.

Strategy 1.5.1.2:

The new ordinance shall be reviewed periodically to ensure its effectiveness in implementing the integration of these facilities into residential areas or areas of residential character.

Policy 1.5.2:

The City will identify public or private vacant lands or structures that may be suitable as sites for affordable housing for those residents with special needs and will identify possible funding sources for the acquisition and development of these properties.

Policy 1.5.3:

Encourage and assist human service agencies and other community groups in developing special living facilities to provide housing opportunities for people with special needs, transitional housing for women or homeless people as appropriate to City of Titusville population needs.

Objective 1.6:

The City of Titusville shall identify and reduce the degree of substandard housing and improve the structural and aesthetic conditions of existing housing.

Policy 1.6.1:

The City shall complete an inventory of the condition of the housing stock within boundaries of the City's Target areas, at a minimum, for rehabilitation and reduction.

~~**Strategy 1.6.1.1:**~~

~~The City shall complete the inventory by 2020.~~

Strategy 1.6.1.~~2~~1:

The City shall update the inventory every ~~five (5)~~seven (7) years.

Policy 1.6.2:

The City of Titusville shall participate in various federal, state, and financial assistance programs to improve housing.

Strategy 1.6.2.1:

Maintain the application of grant monies to program eligible households by incorporating a rehabilitation program which would provide direct benefit to occupants of substandard units that meet income guidelines.

Strategy 1.6.2.2:

Encourage other housing assistance programs through proposed Florida Housing Finance Agency.

Policy 1.6.3:

The City shall continue to monitor and evaluate factors which contribute to neighborhood stability and adopt strategies for neighborhood preservation.

Objective 1.7:

Substandard structures identified as condemned and deemed unfeasible for rehabilitation should be eliminated with assurance given of fair and adequate compensation and/or relocation assistance to displaced person and families.

Policy 1.7.1:

The Florida Building Code shall be enforced as necessary to ensure the construction and maintenance of sound, safe and sanitary housing for the public health, safety, and welfare.

Policy 1.7.2:

The City shall conduct a thorough inventory of substandard housing, in accordance with Policy 1.6.1, to identify those housing units suitable for rehabilitation and those suitable for demolition.

Strategy 1.7.2.1:

Housing units suitable for rehabilitation would be those which possess significant structure damage but the cost for rehabilitation does not exceed the market value of the unit.

Strategy 1.7.2.2:

The demolition of housing units would be those dilapidated units with major structural damage which endanger the public health, safety, and welfare, and where the cost of rehabilitation exceeds the market value of the units.

Policy 1.7.3:

The City of Titusville shall establish a system of housing inspection for residential rental properties which receive public subsidies to protect the health, safety, and welfare of the tenants.

Strategy 1.7.3.1:

Inspections of properties should be conducted on a periodic basis and shall be based on the City's adopted minimum code.

Policy 1.7.4:

The City shall continue to use CDBG, HOME, SHIP and other housing funding programs to rehabilitate or demolish residential structures that cannot be economically preserved.

Policy 1.7.5:

The City shall provide relocation assistance and counseling, as needed, to effect the clearance of dangerously deteriorated houses.

Objective 1.8:

As a result of public action, such as the construction of roads or utilities, any occupant of a housing unit displaced shall be equitably relocated.

Policy 1.8.1:

The relocation of housing should be comparable to the existing dwelling as much as possible, with emphasis on the number of rooms, size of living space, location to commercial and public facilities and place of employment and shall be within the financial means of the displaced household. Relocation housing shall be a safe, sound, and sanitary dwelling unit meeting all locally adopted minimum housing codes.

Policy 1.8.2:

The City shall ensure that relocation housing or equitable compensation shall be provided to household prior to the time displacement occurs when they are displaced due to City action.

Policy 1.8.3:

Prior to the City's approval for any change of land use or demolition of housing occupied by extremely low, very low, or moderate income families, the City shall adhere to a Relocation and Displacement Plan in accordance with the Uniform Relocation Act, as amended.

Objective 1.9:

The City shall continue to promote the preservation of historically significant housing and encourage its utility for residential use or adaptive reuse.

(Ord. No. 36-2024, § 2, 10/15/2024)

Policy 1.9.1:

The City shall continue to identify, evaluate, protect and preserve housing which is historically significant. Historically significant housing would include those houses listed on the National Register of Historic Place and the Florida Master Site File.

Policy 1.9.2:

The City shall continue to provide technical assistance to owners of historically significant housing or other individuals that are interested in preservation activities.

Policy 1.9.3:

The City shall pursue available Federal, State, and local funding sources which support efforts to preserve or protect historically significant housing.

Objective 1.10:

The City shall promote the use of green housing construction, renovation, and rehabilitation techniques for affordable housing that make housing units affordable over the long term by reducing energy consumption, lowering utility bills, and decreasing maintenance costs.

(Ord. No. 36-2024, § 2, 10/15/2024)

Policy 1.10.1:

The City shall obtain Leadership in Energy and Environmental Design (LEEDS), or US Green Building Council's (USGBC) or Florida Green Building Coalition (FGBC) certification when constructing new affordable housing funded by the City.

Policy 1.10.2:

The City shall promote the use of green housing construction and renovation and rehabilitation techniques of affordable housing. Sustainable building techniques will make the housing units affordable over the long term by reducing energy consumption, lowering utility bills and decreasing maintenance costs.

Policy 1.10.3:

The City shall encourage the use of renewable energy source and will promote new housing design to include energy saving features.

INFRASTRUCTURE ELEMENT

INFRASTRUCTURE ELEMENT

GOAL 1:

Public Facilities. Needed public facilities shall be provided in a manner which protects investments in existing facilities and promotes orderly compact urban growth.

GOAL 2:

Adequate Infrastructure. The City of Titusville shall provide sanitary sewer, solid waste, drainage and potable water facilities and services to meet existing and projected demands identified in this plan.

Objective 2.1: Capacity Availability.

The City shall implement procedures to ensure that at the time a development permit issued, adequate facility capacity is available or will be available when needed to serve the development/accommodate the needs of new growth.

Policy 2.1.1:

The following level of service standards are hereby adopted, and shall be used as the basis for determining the availability of facility capacity and the demand generated by development/future growth. These levels of service standards are based on information contained in the data and analysis reports for this element of the comprehensive plan.

Facility/Service Area	Acceptable Level of Service Standard
A. Sanitary Sewer Facilities North Service Area South Service Area	Average Sewer Generation Rate 80 gallons/capita/day 80 gallons/capita/day
B. Potable Water Facilities *Titusville Service Area (Includes area outside City limits which have service agreements with the City.)	Average Water Consumption Rate 81 gallons/capita/day Softening & filtration: 16 MGD Pumping capacity: 16 MGD Storage capacity: 3.9 MGD
C. Drainage Facilities City-wide For areas other than areas of critical concern	Design Storm 25-year frequency, 24-hour duration for Sites over ½ acre. 25-year, 24-hour storm or retain first inch over entire property.
D. Solid Waste Facilities Collection (City-wide) Disposal (LOS set by utilizing Brevard County's methodology) (Ord. No. 50-2005, §5, 7/26/2005)	Acceptable Level of Service 8.32 lbs/capita/day 8.32 lbs/capita/day

Policy 2.1.2:

In order to assure that the above identified level of service standards are maintained, Concurrency Management System will be used to determine the available capacity and demand and these procedures shall incorporate appropriate peak demand coefficients for each facility and for the type of development proposed.

Strategy 2.1.2.1:

The Water Resources Department, Public Works/Engineering Department and Community Development Department shall jointly develop procedures to update facility demand and capacity information as development orders or permits are issued.

Strategy 2.1.2.2:

Prior to approval of new development orders the City of Titusville will evaluate the availability of water supply and wastewater treatment capacity.

Policy 2.1.3:

All improvements for replacement, expansion or increase in capacity of facilities shall be compatible with the adopted level of service standards for the facilities.

Policy 2.1.4:

The City shall coordinate with and encourage recycling and resource recovery efforts in the County.

Objective 2.2: Coordination of Capital Improvements.

Existing deficiencies in the provision of public infrastructure as identified in the elements of the comprehensive plan shall be eliminated through the schedule of improvements contained in the capital improvements element.

Policy 2.2.1:

The level of service established in the Infrastructure Element of the Comprehensive Plan and listed under Policy 2.1.1, above shall be used to determine existing deficiencies.

Policy 2.2.2:

Projects shall be undertaken in accordance with the schedule of improvements provided in the Capital Improvements Element of this Plan.

Objective 2.3: Capital Improvement Schedule.

The City shall maintain a five-year schedule of capital improvements needs for public facilities, to be updated annually in conformance with the review process for the capital improvements element of this plan.

Policy 2.3.1:

Proposed capital improvement projects will be evaluated and ranked according to the following priority level guidelines:

Level One:

Whether the project is needed to protect public health and safety, to fulfill the City's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities and correct existing deficiencies;

Level Two:

Whether the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs, provides service to development areas lacking full service or promotes in-fill development; and

Level Three:

Whether the project represents a logical extension of facilities and services within a designated service area.

Policy 2.3.2:

Projects shall be undertaken in accordance with the schedule provided in the Capital Improvement Element of the Plan.

Policy 2.3.3:

The annual work program of the Water Resources Department and Public works/Engineering Department shall be reviewed to ensure that projects are scheduled to minimize disruption of services and duplication of labor and to maintain service levels for all facilities.

Policy 2.3.4:

Provision of centralized sanitary sewer and potable water service shall be consistent with the City's growth policies stated in the Land Use Element of this Plan and the Future Land Use Map, and to areas where the City has legal commitments to provide facilities and services as of the date of adoption of this plan.

Policy 2.3.5:

The use of common corridors for utilities shall be encouraged.

Objective 2.4: Deficiencies.

Existing deficiencies will be corrected by undertaking the following projects:

A. Water Distribution Improvements.

B. Sewer System Improvements Capital Improvement Project.

C. Infiltration/Inflow Capital Improvement Project.

D. City-wide drainage improvements.

Objective 2.5: Public Utilities.

To ensure public utilities are available at the established level of service standards, the following projects will be undertaken:

A. **SANITARY SEWER.**

1. Sufficient treatment facility capacity exists to meet projected demand.

B. **SOLID WASTE.**

1. Maintenance, repair and replacement of rolling stock for collection purposes; and
2. The City of Titusville will coordinate and participate with Brevard County, to the greatest extent possible in the disposal of solid waste and recyclable materials.

C. **STORMWATER MANAGEMENT AND AQUIFER PROTECTION.**

1. Master drainage and stormwater utility study; and
2. Completion of city-wide drainage improvements as proposed in the Freshwater Management Study.

D. **POTABLE WATER.**

1. Reserved.
2. Various water line extensions/improvements as identified in the element; and
3. Augmentation of the Water Reuse System from the Blue Heron Wetland.

Policy 2.5.1:

The annual summaries of facility capacity and demand information prepared by the department heads shall be used to evaluate the need for the timing and location of projects to extend or increase the capacity of existing facilities.

Policy 2.5.2:

All projects required to meet projected demands shall be scheduled in the Capital Improvements Element of this plan in accordance with the requirements of Section 163.3177(3)(a), F.S.

Policy 2.5.3:

The City shall require that all properties within a Basin Management Action Plan with a density of more than one septic system per acre connect to the centralized sanitary sewer system when capacity becomes available for the respective area, in compliance with the Florida Department of Environmental Protection guidelines. On lots of 1 acre or less, if a centralized sewer system is not available, only wastewater treatment systems, including enhanced nutrient-reducing onsite sewage treatment and disposal system, that achieve at least 65 percent nitrogen reduction are authorized, per Section 373.811(2), Florida Statutes.

Objective 2.6: Solid Waste.

The City will coordinate with the County in the collection, transfer and disposal of solid waste and in the development of resource recovery programs.

Policy 2.6.1:

The City will coordinate with the County in analyzing current and projected solid waste demand and facility needs for the five (5) and ten (10) year planned periods.

Policy 2.6.2:

The general performance of the solid waste facility, adequacy of existing level of service, and impacts upon adjacent natural resources shall be analyzed in coordination with the County since the City does not have any city-owned or operated solid waste facilities.

GOAL 3:

Stormwater Management. Adequate stormwater management will be provided to afford reasonable protection from flooding and to prevent degradation of quality of receiving waters.

Objective 3.1: Drainage Regulations.

The stormwater drainage regulations contained in the City's Land Development Regulations will provide for protection of natural drainage features.

Policy 3.1.1:

The City, when planning transportation projects, will prepare amendments to the stormwater drainage provision of the City's development regulations to ensure that:

A. New developments are required to treat runoff from the twenty-five (25) year frequency, twenty-four (24) hour duration design storm event on-site so that post-development runoff rates, volumes, and pollutant loads do not exceed pre-development conditions;

B. Stormwater engineering, design and construction standards for on-site systems are provided;

C. Erosion and sediment controls are used during development; and

D. Periodic inspection and maintenance of on-site systems and ensured as a condition of system permit renewal.

Policy 3.1.2:

The City will study the feasibility of instituting a stormwater utility fee to:

A. Acquire required drainage easements;

B. Support revenue bonds for required drainage improvements within each basin; and

C. Fund operation and maintenance operations.

Policy 3.1.3:

The City will initiate a maintenance program to ensure that major drainage systems are inspected and receive required maintenance on at least an annual basis.

GOAL 4:

Aquifer Recharge. The Functions of Natural groundwater aquifer recharge areas within the City will be protected and maintained through the implementation of the City's aquifer protection ordinance.

Objective 4.1: Aquifer Recharge Areas.

The City shall provide for maintenance of Aquifer Recharge Area Functions through the "Area of Critical Concern" ordinance.

Policy 4.1.1:

Land within the Area of Critical Concern as designated by the City must be developed such that it is consistent with the Land Development Regulations which limits the amount of impervious surface, retain the natural topography coverage to best extent possible and provides for additional design regulation of the stormwater management systems.

Policy 4.1.2:

The City will coordinate with local, state and federal agencies to achieve regional aquifer recharge protection objectives.

GOAL 5:

Potable Water Protection. The City of Titusville shall establish and utilize potable water protection/conservation strategies and techniques.

Objective 5.1:

The City will continue to explore sustainable alternative water supply resources in cooperation with State, regional and local agencies and other local governments. City water supply planning will be coordinated with the St. Johns River Water Management District's Regional Water Supply Plan. Additional water supply sources may need to be identified and developed to supplement existing sources. The City's 2020-2040 Water Supply Facilities Work Plan is hereby adopted into the Comprehensive Plan by reference. The work plan shall be updated, at a minimum, every five (5) years within eighteen (18) months after the St. Johns River Water Management district approves an updated regional water supply plan.

Objective 5.2: Water Conservation.

The City of Titusville shall adopt a water conservation plan aimed toward the enhancement and protection of the City's sole source aquifer.

Policy 5.2.1:

The City shall require low water use showers and toilets for all construction within the City.

Policy 5.2.2:

The City land development regulations shall provide incentives to developers to compost and mulch as a method of water conservation and which will also reduce solid waste disposal costs.

Policy 5.2.3:

The City shall maintain a water conservation rate structure to enhance conservation of potable water.

Policy 5.2.4:

All new developments located in the Area of Critical Concern will be required to connect to the reclaimed water system prior to occupancy, or provide dry lines for future connection.

Policy 5.2.5:

The City shall maintain a leak detection protection program in order to discover and eliminate wasteful losses of potable water from the City's community water supply and distribution system.

Policy 5.2.6:

The City shall encourage existing development to use fixtures such as low-volume shower heads and low-volume faucets that will help in conservation of water. The City shall also continue the toilet retrofit rebate and shower head exchange program.

Objective 5.3: Water Supply.

The City shall implement and update its water supply facilities work plan, in accordance with Section, 163.3177(6)(c)(3), F.S., consistent with water supply sources identified in the St. Johns River Water Management District (SJRWMD) Regional Water Supply Plan, while conserving and protecting its water supply sources.

Policy 5.3.1:

The City shall participate in the water supply planning process in conjunction with the SJRWMD and other pertinent entities, with the objective to develop a regional water supply plan that will reasonably ensure adequate quantity and quality of potable water resources needed to meet future demands without creating water use conflicts or unacceptable impacts to natural resources.

Policy 5.3.2:

The City shall continue to monitor the resource availability of its existing well-fields to determine their health, viability and the need to supplement this supply with other water supply sources such as potable water purchased from the City of Cocoa and the identified water supply source.

Policy 5.3.3: (Reserved)

Policy 5.3.4:

New Developments shall be required to obtain a water supply capacity allocation permit to reserve water supply capacity sufficient to meets the water supply needs of the development prior to obtaining a Certificate of occupancy.

Policy 5.3.5:

The City shall implement the water supply projects listed in the Water Supply Facilities Work Plan.

COASTAL MANAGEMENT ELEMENT

COASTAL MANAGEMENT ELEMENT

GOAL 1:

To preserve, restore, and enhance coastal resources to maximize public use and assure their future ecological benefit.

Objective 1.1:

To maintain and upgrade the quality of the Indian River Lagoon and other lakes and rivers at the water quality standard as set by the State of Florida.

Policy 1.1.1:

Erosion and sedimentation control and nutrient reduction practices shall be employed for all urban development and agricultural activities where needed to protect natural waterbodies, water courses, and wetlands from siltation and nutrient pollution. The following minimum criteria shall apply in the implementation of this policy.

Strategy 1.1.1.1:

Adequate erosion and sedimentation control practices are those recommended by the Natural Resource Conservation Service (NRCS) and which are designed to substantially reduce or eliminate soil loss into waterbodies and wetlands.

Strategy 1.1.1.2:

Clearing of specific building sites shall not commence until the developer is permitted to construction on that site. Clearing shall be limited to that area to be covered by construction and necessary drive and walkways. In all other areas the native vegetation should remain undisturbed where possible.

Strategy 1.1.1.3:

Approved techniques to control wind erosion shall be used during clearing and site preparation for development or agricultural activities.

Strategy 1.1.1.4:

Seeding and mulching, or other stabilizing actions of disturbed areas shall be undertaken within seven (7) days to completion of clearing work on a development site.

Strategy 1.1.1.5:

Waterfront construction shall be required to use appropriate erosion and siltation control practices during and after construction to prevent siltation of the adjacent waterbody.

Strategy 1.1.1.6:

Stormwater management systems shall be designed to ensure that water velocities remain below those which would cause scour and/or erosion.

Strategy 1.1.1.7:

Best Management Practices will be utilized in the protection of waterbodies from nutrient pollution.

Policy 1.1.2:

Wastewater treatment plant effluent impacts shall be minimized or eliminated to the maximum extent feasible. The following measures will be utilized to implement this policy.

Strategy 1.1.2.1:

Wastewater treatment systems outfalling to all existing surface water shall be designed or retrofitted as soon as economically feasible to reduce nutrients in the discharge.

Strategy 1.1.2.2:

Periodic inspections shall be conducted on all wastewater treatment plants within the City to ensure that the facility is in good repair.

Policy 1.1.3:

The siting, operation and monitoring of industries which use or generate hazardous materials shall ensure that groundwater and surface waters are not contaminated through release of hazardous materials into the environment. The following definitions apply in the implementation of this policy:

1. "Hazardous materials" are those for which notification of the Florida Department of Environmental Protection is required by CH. 62-730, F.A.C.
2. "Surface water or groundwater contamination" is defined as an increase in the concentration of any hazardous material in excess of the limits imposed by CH. 62-730, F.A.C.

Policy 1.1.4:

The negative impact of agricultural operations on surface water quality shall be minimized by encouraging the use of appropriate water quality management techniques.

Policy 1.1.5:

The City shall, in preserving the Indian River Lagoon system and other bodies of water within the City limits, coordinate with other local governments and the Marine Resources Council to ensure:

- Adequate sites for water-dependent uses.
- Prevention of estuarine pollution.
- Control of surface water runoff.
- Protection of living marine resources.
- Reduction of exposure to natural hazards.
- Public access.
- That required infrastructure is available to serve the development or redevelopment in the coastal area.

Policy 1.1.6:

The City shall coordinate with other governmental entities to evaluate and support if appropriate the designation of the Indian River Lagoon as an aquatic preserve between JayJay Road and the northern boundary of the County.

Policy 1.1.7:

The City shall study the feasibility of the designation of Florida's Outstanding Waters for the Indian River Lagoon.

Objective 1.2:

To protect the basic functions served by marine grassbeds and coastal marshes to assure the protection of marine species such as the manatee and shellfish.

Policy 1.2.1:

In order to prevent shoreline erosion, filter out nutrients, provide reasonable access, and provide wildlife habitat, the removal of native emergent vegetation in the littoral zone of a waterbody shall be eliminated. The following definition shall apply in the implementation of this policy.

1. "Littoral zone" includes the area between the ordinary high water line and the most waterward extent of native emergent submerged or floating non-algae vegetation.
2. "Waterbody" includes all waters of the State and all natural lakes or ponds greater than one (1) acre in size.

Policy 1.2.2:

The balancing of inflows of fresh water into the estuaries of the region (which protect, maintain and enhance the ecological health of living marine resources) shall be incorporated as a high priority in any management activity within the coastal zone.

Policy 1.2.3:

Activities within an estuarine basin that will adversely impact grassbeds and other valuable submerged habitat shall be prohibited, unless an overriding public benefit can be shown and adequate mitigation measures are included. The following criteria apply in the implementation of this policy:

Strategy 1.2.3.1:

Proposed activities in an estuarine basin whose public interest benefits could be considered to justify alterations or adverse impacts shall, at a minimum, meet one or more of the following criteria:

a. The activity is necessary to prevent or eliminate a public hazard; and

b. The activity would provide direct public benefits which would exceed those lost to the public.

c. The activity shall be kept at a minimum to minimize the impact.

Strategy 1.2.3.2:

Unavoidable impacts to grassbeds and other valuable submerged habitat shall be mitigated through any means which will result in no net loss of grassbeds or other habitat in the estuary. The method utilized (transplant, creation, etc.) will be determined in conjunction with the USFWS, USACE, FDEP, and SJRWMD.

Strategy 1.2.3.3:

Mitigation shall take place within the limits of an area stipulated by FDEP.

Strategy 1.2.3.4:

Agencies responsible for permitting activities have the potential to impact grassbeds and submerged habitats, shall participate in an interagency conflict resolution process to ensure that permit applicants are not given conflicting or inconsistent permit conditions by different agencies for application undergoing simultaneous review. This policy does not preclude permitting agencies from establishing additional or more stringent conditions to permits applied for, subsequent to the applicant's receipt of a permit from another agency.

Policy 1.2.4:

The West Indian manatee shall be afforded protection from boating activities which may have an adverse impact upon the species.

Policy 1.2.5:

Dredge and fill activities within the City shall be minimized to eliminate/minimize possible adverse environmental, social and economic impacts. The following criteria shall apply in the implementation of this policy:

Strategy 1.2.5.1:

Dredging and filling of submerged lands for public shoreline projects shall be planned only if the activity is water-dependent and necessary.

Policy 1.2.6:

The protection of endangered and threatened species in the coastal area shall be implemented as set forth in the Conservation Element of this Plan.

Objective 1.3:

To assure maximum retention of the recreational values of the coastal areas, particularly provision of reasonable physical and visual access to the Indian River Lagoon and the coastal area.

Policy 1.3.1:

The purchase of land for preservation/recreation shall be based upon the comprehensive and coordinated acquisition program which is outlined in the Recreation and Open Space Element of this Plan.

Policy 1.3.2:

Ensure the maximum protection of the public's right to pedestrian access to the Indian River Lagoon, other bodies of water and the area's beach is provided through adherence to the following policies:

1. The City shall work with all governmental and non-governmental entities of Florida to gain access points to the Indian River Lagoon and other recreational waterbodies.
2. Dedication of easements for public access shall be encourage from developments proposed along the Indian River Lagoon shoreline. These easements are to be located on the uplands running horizontally along the shoreline. The easement can be utilized in the calculation of the MWHL setback requirement. The vacation of such easements shall be strongly discouraged unless a suitable alternative can be provided.
3. The City shall encourage developments along the river to set aside areas for public access to river from inland.

Objective 1.4:

To encourage the expansion of existing marina facilities which will have minimum impact on the Indian River Lagoon system and to discourage their location in inappropriate areas.

Policy 1.4.1:

Marinas shall be located in areas where maximum physical advantage exists, where the least dredging and maintenance are required, and where adequate resources will not be adversely affected subject to State and Federal regulations.

Policy 1.4.2:

Present and future marina facilities shall not degrade water quality in the estuaries of the region per State and Federal regulations.

Policy 1.4.3:

Expansion of existing marina facilities, where environmentally feasible, rather than construction of new facilities, shall be encouraged.

Policy 1.4.4:

Within local land use planning programs, priority shall be given to water-dependent uses for marina development in those areas considered appropriate for such uses.

GOAL 2:

To provide for public safety in the coastal high-hazard area and to limit public expenditure in areas subject to destruction by natural disasters, while providing for the long-term accessibility, economic viability, neighborhood stability, and environmental integrity of these unique resources.

Objective 2.1:

The coastal storm area shall include the following areas:

1. The Coastal High Hazard Area (CHHA), defined as the area projected by the Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model to be inundated from a category one (1) hurricane, as ~~reflected~~ indicated in the most recent ~~*Storm Surge Zone Atlases* of the Florida Department of Emergency Management.~~ *Statewide Regional Evacuation Study.*
2. Areas of the City projected to be inundated by sea-level rise as ~~early as the year 2040 and through 2100 based on maps developed by the City using the University of Florida GeoPlan Center Sea Level Scenario Sketch Planning Tool.~~ provided in the East Central Florida Regional Resilience Action Plan.

Policy 2.1.1:

The City will not consider amendments to the FLUM which result in a net increase in residential density in the CHHA. The City shall work to direct population concentrations, including nonresidential development, away from the CHHA.

Policy 2.1.2:

The City shall prohibit the location of new hospitals, nursing homes and assisted living facilities in the CHHA and the area inundated by a category 2 hurricane as depicted by the SLOSH model, as reflected in the Sea Level Rise Vulnerability Assessment prepared by the East Central Florida Regional Planning Council. The locations shall be determined by a site specific survey, which will be required if at least twenty (20) percent of any parcel is depicted in the CHHA.

Objective 2.2:

The City shall protect historical and archaeological resources in the coastal storm area.

Policy 2.2.1:

The City will continue to promote the preservation of historic and archaeological resources by providing information to the public and encouraging private groups to nominate sites to preserve.

Policy 2.2.2:

The City will consider amendments to the Land Development Code that will establish performance standards for development and sensitive reuse of historic resources.

Objective 2.3:

Level of service standards as defined in the functional elements of the Comprehensive Plan (public utilities, recreation and open space), are established and are recognized as applicable to the coastal storm area.

Policy 2.3.1:

Public facilities, infrastructure, and utilities in the Coastal Storm Area should be maintained and improved when necessary, and consistent with the Level of Service demands in the functional elements. Future projects are addressed in the Capital Improvement Element.

GOAL 3:

Management of Titusville's coastal storm area shall prohibit activities that would damage coastal resources or pose a threat to human life due to hurricane hazards, and shall promote activities that enhance the natural and built environment.

Objective 3.1:

The City shall continue to protect coastal wetlands, estuaries, and wildlife habitat to maintain or increase the acreage for threatened and endangered species populations.

Policy 3.1.1:

The City shall proactively pursue and facilitate coordination and participation in the implementation of the Indian River Lagoon Comprehensive Conservation and Management Plan (CCMP) of the Indian River Lagoon National Estuary Program, and related plans, as a means of achieving mutual local and regional resource management and restoration goals for the Indian River Lagoon.

Policy 3.1.2:

The City shall permit passive recreation uses in appropriate coastal areas as identified in the Future Land Use Element of the Comprehensive Plan.

Policy 3.1.3:

The City shall coordinate with Brevard County and other local governments for water quality monitoring and related program planning.

Objective 3.2:

The City's shoreline includes natural resources which shall be preserved from encroachment and development.

Policy 3.2.1:

The City shall coordinate with Brevard County and other local governments for water quality monitoring and related program planning.

Policy 3.2.2:

The City shall minimize the disturbance of natural shorelines which provide stabilization and protect landward areas from storm impacts, where feasible.

Policy 3.2.3:

To preserve the functionality of natural sea level rise barriers, the City shall:

- Examine the appropriate use of sediment-trapping vegetation, sediment mounds, etc., for coastal hazards; and
- Implement shoreline restoration, plantings, and use of natural material, where feasible.

Policy 3.2.4:

The City will maintain shoreline protection and erosion control by:

- Facilitating the installation and maintenance of native shoreline vegetation along appropriate areas of beach; and
- Considering hard structures, such as seawalls, only when alternative options are unavailable.

Objective 3.3:

Titusville shall administer land development regulations to protect public and private property and human life from the effects of hurricane winds and flooding.

Policy 3.3.1:

Limit public expenditures that subsidize development permitted in the coastal high hazard storm areas, except for the restoration or enhancement of natural resources.

Policy 3.3.2:

Ensure that construction of necessary infrastructure improvements in the coastal storm area are phased to coincide with the demands generated by development or redevelopment in support of the proposed densities permitted by the City's adopted Future Land Use Map.

Policy 3.3.3:

The City's public expenditures in the coastal storm area, when available, will include program improvements that will restore and enhance natural resources.

Policy 3.3.4:

Encourage more efficient and climate resilient construction practices locally by:

- Evaluating base finish floor elevation standards with respect to projected sea level rise scenarios and flooding potential; and
- Evaluating extending the City's cumulative substantial improvement and substantial damage regulation from one (1) year to a multi-year time period; and
- Evaluating extending the City's substantial improvement and substantial damage regulatory threshold to less than fifty (50) percent.

Policy 3.3.5:

Evaluate designing a "natural runoff" or "net-zero discharge" policy for stormwater in subdivision and site design.

Policy 3.3.6:

The City will continue to pursue grant opportunities from state and federal agencies intended to aid in the collection and analysis of data to be used in the development of specific regulations intended to reduce losses due to flooding and claims made under flood insurance policies.

GOAL 4:

New development, redevelopment, and investment in public facilities, utilities, and infrastructure shall be managed and regulated to reduce flood risk in the coastal storm area, as defined in Goal #3 resulting from high-

tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise and to reduce losses due to flooding and claims made under flood insurance policies issued in this state.

Objective 4.1:

Development and redevelopment in the City shall be planned and managed to reduce risk and losses due to flooding resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise.

Policy 4.1.1:

Development and redevelopment plans and proposals in the coastal storm area shall be reviewed for compliance with the goals, objectives and policies of the Comprehensive Plan and other appropriate plans and references, including the City's National Flood Insurance Policy (NFIP) and the Community Rating System (CRS) Program.

Policy 4.1.2:

The flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R. part 60, or more stringent controls, shall continue to be applied to development and redevelopment in the coastal storm area.

Policy 4.1.3:

The City shall explore requiring rather than encouraging the use of Low Impact Development site design methods for new development, redevelopment, additions and retrofits, and modifications to properties in the coastal storm area.

Policy 4.1.4:

Low Impact Development design standards shall provide for site design, engineering, and stormwater management designs and retrofits that reduce run-off, mitigate flood impacts, and provide for the on-site absorption, capture, and reuse of rain water. The standards shall encourage or require the increased use of "green" stormwater management treatments, native/Florida-friendly landscape material, porous paving materials, and the preservation and restoration of natural drainage characteristics.

Policy 4.1.5:

The City shall grant building permits in compliance with the Florida Building Code and National Flood Insurance Program (NFIP) regulations, a part of the Federal Emergency Management Agency (FEMA) regulations, regarding, but not limited to issues such as community floodplain activities, land management, and policy rating.

Objective 4.2:

Hazard mitigation efforts will be implemented to reduce flood risk resulting from high-tide events, storm surge, flash flood, stormwater runoff, and the related impacts of sea level rise.

Policy 4.2.1:

The City shall encourage and support hazard mitigation efforts through continuation of the following activities:

- Participation in the National Flood Insurance Program's Community Rating System;
- Participation in the Brevard County Local Mitigation Strategy;
- Administration of building regulations consistent with City and FEMA regulations;
- Review and implementation of appropriate policies and strategies developed by partner agencies or through interagency hazard assessment and mitigation initiatives; and
- Restriction of development in floodways.

Policy 4.2.2:

The City will continue to monitor and evaluate the feasibility of incorporating recommendations from other intergovernmental hazard planning initiatives into the Titusville Comprehensive Plan and Land Development Code.

Policy 4.2.3:

The City will continue to apply building code and land development code requirements to ensure noncompliant structures are brought into conformance with FEMA flood elevation standards or will be flood proofed consistent with FEMA standards.

Objective 4.3:

Continue to educate the public on flood risks, as well as mitigation strategies and available programs to reduce flood hazards and improve the City's Community Rating System (CRS) score, which will allow for decreased flood insurance premiums.

Policy 4.3.1:

Continue to prepare and disseminate communications and conduct NFIP community workshops to provide information regarding the benefits of acquiring flood insurance.

Policy 4.3.2:

Continue to update, maintain, and make available for public review flood risk maps and related information indicating risks associated with high tide events, storm surge, flash flood, stormwater runoff, and related impacts of sea level rise.

Policy 4.3.3:

Flood elevation certificates shall continue to be made available for public review.

Objective 4.4:

The practice of adapting the built environment to address impacts of sea level rise shall be an integral part of the City's planning process and in its coordination with partner agencies.

Policy 4.4.1:

The anticipated impacts of storm surge and sea level rise shall be a consideration in the implementation and administration of the City's Comprehensive Plan, building and life-safety codes, capital improvement plans, emergency management plans, land development codes, water resource and stormwater management plans, coastal management plans, and economic development programs.

Policy 4.4.2:

The City shall work with local, state, and federal entities in the continued assessment of vulnerabilities and the development of mitigation and adaptation strategies to address the impacts of sea level rise.

Objective 4.5:

~~By 2020, t~~The City shall designate Adaptation Action Area(s) identifying locations vulnerable to the impacts of sea level rise, include Adaptation Action Area mapping in the Future Land Use Plan map series, and define policies and strategies applicable to development, redevelopment, and investment in public facilities, infrastructure, and utilities addressing long term impacts.

Policy 4.5.1:

Map Adaptation Action Areas to identify areas vulnerable to the impacts of sea level rise.

Policy 4.5.2:

Identify and implement adaptation policies to increase community awareness and evaluate the impacts of requiring elevated finished floors, additional freeboard, and wet/dry flood proofing in areas outside designated flood plains but within the designated Adaptation Action Area.

Policy 4.5.3:

Work with local, state and regional partners to identify funding sources to support adaptation projects located within Adaptation Action Areas.

Policy 4.5.4:

Evaluate the costs and benefits of adaptation alternatives in the location and design of new infrastructure and the fortification or retrofitting of existing infrastructure.

Policy 4.5.5:

After the mapping of Adaptation Action Areas, follow a regular program of assessment and reevaluation to ensure policies and strategies address known and anticipated risks associated with sea level rise. Activities shall include acquisition of necessary modeling data and programs to update the Adaptation Action Area map(s) in the City's Future Land Use Plan map series.

Objective 4.6:

When constructing or reconstructing utilities or infrastructure, evaluations shall be completed to assess vulnerability and resilience to sea level rise and identify cost-effective strategies to ensure resilience.

Policy 4.6.1:

The City shall continue to evaluate opportunities to protect public facilities, infrastructure, and utilities from the impacts of sea level rise.

Objective 4.7:

Evaluate and identify which public investments and infrastructure should be built or rebuilt, modified or relocated to maximize the effective life span.

Policy 4.7.1:

By 2020, identify public facilities and infrastructure at risk from sea level rise and plan for updates to the assessment every five (5) years. The City shall analyze vulnerability to public facilities and infrastructure, including but not limited to: public buildings and facilities, including police and fire stations; water and water reclamation facilities, transmission lines and pumping stations; stormwater systems; roads and bridges; and other transportation and transit infrastructure.

Policy 4.7.2:

Based on the sea level rise vulnerability assessment, the City will determine appropriate strategies related to the modification in place [e.g. elevation, hardening, relocation, etc.] or strategic retreat from areas at risk.

Policy 4.7.3:

Evaluate elevating roads and bridges above the base flood elevation to maintain dry access. In situations where flood waters tend to wash roads out, construction, reconstruction, or repair can include not only attention to drainage, but also stabilization or armoring of vulnerable shoulders or embankments.

Policy 4.7.4:

~~By 2020, e~~Expand upon existing emergency management communication efforts and initiate a program to coordinate resilience and adaptation initiatives with the owners of private utilities, hospitals and clinics, nursing

homes and assisted living facilities, and other privately-operated facilities in locations identified as vulnerable to impact from sea level rise.

GOAL 5:

The City shall accomplish post-disaster redevelopment in a manner that shall minimize public and private vulnerabilities to future disasters.

Objective 5.1:

Post-disaster redevelopment shall be governed by all applicable codes and standards as well as complying with applicable state and county construction regulations.

Policy 5.1.1:

Damaged infrastructure shall continue to be repaired or rebuilt to minimize the potential for future damage. Unless the facility is necessary to serve the population of the coastal storm area, consideration shall be given to relocating public facilities outside the coastal storm area.

~~Policy 5.1.2:~~

~~Temporary building moratoriums may be declared in the coastal storm area when fifty (50) percent or more of the homes have been destroyed in order to assess impacts and feasibility of redevelopment.~~

Policy 5.1.~~3~~2:

Repair and rebuilding of critical facilities such as water facilities, sewage treatment plants and lift station and other utilities damaged in future storms shall be reconstructed to minimize hurricane and flooding vulnerability.

Policy 5.1.~~4~~3:

Coastal infrastructure shall be maintained and replaced as necessary to ensure adequate Levels of Service to the existing population and to projected population increases at the planned density consistent with the Future Land Use Element.

Objective 5.2:

Post-disaster redevelopment plans shall include provisions for repair and cleanup, assessment of infrastructure and limiting redevelopment of repeated damage properties.

Policy 5.2.1:

The City shall continue to review inventories of repetitive loss properties provided by FEMA and continue working with state officials to improve the process of reducing vulnerability and loss for listed properties.

Policy 5.2.2:

As part of post-disaster planning and management, the City shall prepare inventories of properties for acquisition and removal, including repetitive loss properties, and establish clear priorities for the use of acquisition resources.

Policy 5.2.3:

As part of the process of defining and establishing policies for development and redevelopment in the Adaptation Action Areas, the City shall assess existing regulations and standards for post-disaster redevelopment, and such standards shall address the replacement, removal, relocation or structural modification of damaged and unsafe structures and infrastructure and distinguish between the recovery phase and long-term redevelopment.

Objective 5.3:

The reestablishment of businesses after a disaster is critical to the redevelopment of the coastal storm area.

Policy 5.3.1:

The City will cooperate with local businesses and organizations to aid in disaster planning and recovery for businesses located within the coastal storm area.

Policy 5.3.2:

The City will cooperate with the Chambers of Commerce in developing an informational program about hurricane preparedness for local businesses.

Objective 5.4:

Water-dependent uses such as marinas, boat launch or dock facilities shall be given a higher priority over other uses.

Policy 5.4.1:

The City will encourage the preservation of recreational and commercial working waterfronts and marinas and other water-dependent facilities.

Policy 5.4.2:

The City discourages the rezoning of recreational and commercial working waterfronts.

CONSERVATION ELEMENT

CONSERVATION ELEMENT

GOAL 1:

To preserve and enhance the quality of the natural environment through preservation, conservation, and appropriate management of the vital natural resources, including air, water (both potable and surface), biotic and factors that affect energy conservation.

Objective 1.1: Natural Resources.

To ensure the preservation of wildlife, particularly threatened and endangered species and the protection of their habitat, identify and conserve important natural resources and critical habitat where economically and environmentally feasible, to prevent adverse alterations to these areas.

Policy 1.1.1:

Identify state and federal listed wildlife species habitat~~: Potential wildlife habitat and sites of listed species shall be depicted in a Map by 2012~~ which will indicate the presence of state and federal listed wildlife species as per data provided by Florida Fish and Wildlife Conservation Commission (FFWCC), United States Fish and Wildlife Services (USFWS) and other agencies.

Policy 1.1.2:

The City shall work with other agencies having jurisdiction to conduct an inventory of state and federal listed wildlife species habitat remaining within its boundaries.

Policy 1.1.3:

The City shall inventory, identify and define environmentally endangered lands within the City utilizing applicable data from state and federal agencies and will cooperate with the State in acquiring and conserving environmentally endangered lands to be preserved through acquisition and/or regulations.

Strategy 1.1.3.1:

The City shall develop a procedure to identify such lands. Review and evaluation shall include at a minimum the following:

1. State and federal listed wildlife and estuary life species habitats.
2. Wetlands, natural lakes, lagoon and rivers.
3. Upland native vegetation that are rare and depleting in the City/County.
4. Undisturbed and undeveloped 100-year flood plains.
5. Wellhead protection area and Areas of Critical Concern.
6. Critical habitats identified by the East Coast Florida Regional Planning Council (ECFRPC).
7. Habitat Corridors~~.~~, including lands supportive of the Florida Wildlife Corridor as indicated by the Florida Ecological Greenways Network.

Policy 1.1.4:

The City shall maintain, to the best of its abilities, the populations of wildlife species which are state and federal listed and their habitat, and shall restrict activities within these areas known to adversely affect the survival of these species as per regulations by permitting agencies.

Policy 1.1.5:

The owner/developer of development in the City of Titusville which requires formal site plan approval, including, but not limited to any platting of land shall be required to perform an environmental study, as appropriate. These stipulations and/or management plans required by the applicable regulatory agency or agencies will be included in the City's site plan approval.

Policy 1.1.6:

The City shall purchase, if economically feasible, properties identified as critical habitat by the East Coast Florida Regional Planning Council (ECFRPC), or properties identified as in Policy 1.1.3 in their capacity as a clearinghouse for this information. The selection criteria to be used in determining these properties shall place greater weight on the selection of lands, which appear on inventories of endangered or threatened species, even though public use and recreation may not be appropriate. The following criteria shall be adhered to in the implementation of this policy: The protection of critical habitat can be accomplished through acquisition, easements, Transfer Development Rights, Purchase Development Right and other planning tools.

Strategy 1.1.6.1:

Acquired land should be selected based on the need to prioritize all current fiscal obligations of the City's resources.

Strategy 1.1.6.2:

Priority shall be given to the acquisition of land which are identified as environmentally endangered lands and to those areas known to be important as "habitat corridors" in the movement of wildlife.

Policy 1.1.7:

Where acquisition of identified property habitat is not fiscally possible, any public or private use of land greater than three (3) acres in an area shall require a management plan designated to minimize harm to the state and federal listed wildlife species and its habitat.

Strategy 1.1.7.1:

The City shall recognize the species as "listed" by the United State Fish and Wildlife Services (USFWS), National Marine Fisheries Services (NMFS), Florida Department of Environmental Protection (FDEP), Florida Fish and Wildlife Conservation Commission (FFWCC), and Florida Department of Agriculture and Consumer Services (FDACS) as compiled by the East Central Florida Regional Planning Council (ECFRPC), acting as a data source and information clearinghouse.

Policy 1.1.8:

The City shall work cooperatively with the US Fish and Wildlife Service (FWS) and the Florida Fish and Wildlife Conservation Commission (FFWCC) to protect and promote the recovery of species designated by these agencies as listed wildlife species.

Strategy 1.1.8.1:

The City shall require applicants of a development order to provide determination of these agencies when development proposals are received for sites documented as having historic and/or current occurrences of state or federal listed wildlife species;

Strategy 1.1.8.2:

The City shall consult with these agencies for technical assistance consultation; or

Strategy 1.1.8.3:

The City shall cooperate with these agencies in locating potential introduction sites for designated species on existing conservation lands.

Policy 1.1.9:

When one (1) or more individuals of state or federal listed wildlife species are found on a site undergoing development activities for which no management plan has been adopted, said activities shall cease until a management plan has been prepared by the developers and found to be acceptable by the City.

Policy 1.1.10:

The City shall protect existing natural reservations including recreation and publicly protected conservation lands according to the strategies set forth in the Recreation and Open Space Element.

Policy 1.1.11:

All costs for restoring environmentally damaged areas shall be borne by the party directly responsible for the damage. Mitigation (wetlands/seagrass) shall occur as per State and Federal regulations. If within a reasonable time, for the particular plant species, mitigation has not been successful, the responsible party shall replant or act to "mitigate" the problem.

Objective 1.2: Native Vegetation and Trees.

The City shall preserve and protect trees and native vegetation.

Policy 1.2.1:

Assure the maintenance and conservation of trees and native vegetation within the City, through the continued maintenance of trees within City properties and through the site plan review process for new development.

Strategy 1.2.1.1:

The City will prevent clear cutting of land by requiring new developments to integrate existing healthy non-exotic vegetation into landscape plans.

Strategy 1.2.1.2:

~~Landscape plans and plant materials required of new development~~The City shall promote the use of native plant species in new landscape installations and avoid the planting of invasive exotic plants. ~~known to create nuisances.~~

Policy 1.2.2:

The City recognizes the value of trees as an important community resource. The City shall define criteria for these trees and adopt land development regulations to be enforced through the permitting process and the City tree ordinance to afford them adequate protection during development. These regulations at a minimum shall include:

a. Allowing developers latitude in some cases to devise alternative strategies to save and preserve these trees during development;

b. Levy of fines for the unlawful removal or damage to these trees as provided by the Land Development Regulations (LDR's); and

c. Protection zone requirements to protect these trees before during and after construction.

Policy 1.2.3:

The City will not allow the total removal of vegetation during land development. New development applications and landscape plans shall emphasize the maintenance of indigenous vegetation, rather than clearing and replanting.

Policy 1.2.4: Removal of exotics and nuisances.

Nuisance and exotics listed as either Type I or Type II invasive exotics in the Florida Exotic Pest Plant Council (EFPPC) shall be removed from development sites prior to final acceptance of the permitted improvements.

Policy 1.2.5:

The City shall ensure the protection and preservation of high quality native ecosystems through acquisition whenever it is economically feasible. The City shall also support cooperative land acquisition efforts for protection of the environment.

Policy 1.2.6:

The City shall develop and maintain an Urban Forest Management Plan to support the expansion of the City's urban tree canopy.

Strategy 1.2.6.1:

The City shall continue to pursue the Tree City USA "Growth Award" annually through enhanced tree preservation and planting.

Objective 1.3:

To consider soil as a non-renewable resource and to promote and encourage the protection and management of this resource to ensure it's longevity by controlling the encroachment of urbanization on land poorly suited for structural development.

Policy 1.3.1:

During land clearing and site preparation, wetting operations or other soil treatment techniques appropriate for controlling unconfirmed emissions (including seeding and mulching of disturbed areas) shall be undertaken and implemented by the developer.

Policy 1.3.2:

Development of land shall take into consideration natural constraints such as flood hazard, wetlands, soil suitability and aquifer recharge potential, and shall be restricted depending upon the severity of those constraints.

Objective 1.4:

To prevent adverse effects by resource extraction within the City.

Policy 1.4.1:

Commercial mining shall not be allowed in the City of Titusville.

Objective 1.5:

To reduce potential harm to the environment by strict control and regulation of the emission, storage and movement of hazardous waste and substances.

Policy 1.5.1:

A safe and cost effective alternative to improper waste management and disposal shall be provided through increased availability and access to hazardous waste storage/transfer facilities. The following criteria will apply in the implementation of this policy:

Strategy 1.5.1.1:

The City shall request information from the appropriate agencies concerning the nature, harmful effects, recycling, and proper disposal methods for hazardous wastes. The City will make this data available to the public.

Strategy 1.5.1.2:

The City shall coordinate with Brevard County in the transfer of hazardous wastes to the collection station at the Central Disposal Facility.

Strategy 1.5.1.3:

The City shall utilize recycling services provided by Brevard County.

Strategy 1.5.1.4:

The City will coordinate with the County in the development of an optional hazardous materials management system.

Strategy 1.5.1.5:

Generations of hazardous wastes shall, at a minimum, conform to Florida Department of Environmental Protection (FDEP) and Treatment Storage and/or Disposal (TSD) permitting requirements.

Policy 1.5.2:

Any Storage of hazardous material within the "areas of critical concern" shall be regulated according to the City's adopted "Aquifer Protection Ordinance".

Policy 1.5.3:

The City shall, in cooperation with Brevard County, distribute materials to educate the small-scale generators of hazardous waste/materials (i.e., dry cleaners, automotive repair, single family residence).

Objective 1.6:

To encourage the preservation/protection of wetlands according to their function by implementing programs both locally and in conjunction with other governmental entities, toward this effort:

Policy 1.6.1:

The development of wetlands shall be addressed in the development regulations according to the following criteria:

Strategy 1.6.1.1:

The protection of the wetlands shall be determined by the functional value of the wetland.

Strategy 1.6.1.2:

The development of land under all land uses categories shall take into consideration natural constraints such as flood hazard, wetlands, soil suitability and aquifer recharge potential.

Policy 1.6.2:

Proposed land uses, which are compatible with the function of wetlands, shall be identified within a conservation land use designation on the Future Land Use Map and further addressed in the land development regulations.

Strategy 1.6.2.1:

In addition to the permitted land uses identified in the Future Land Use Element, conditional uses may be considered as provided for in the land development regulations, with criteria based upon the mitigation policies of the U.S. Fish and Wildlife Service. At a minimum, the criteria to be considered for approval of a conditional use shall include:

1. The use is ecologically sound;
2. The use is water dependent or water related and there is a documented public need;
3. The use is the least environmentally damaging alternative;
4. There is no practical alternative to insure reasonable use of the applicant's property; and
5. Any unavoidable damage or loss of wetland shall be mitigated to insure no net loss of wetlands and no loss of functional value.

Policy 1.6.3:

Wetlands shall be defined consistent with existing state and federal regulatory agencies.

Strategy 1.6.3.1:

At a minimum, the U.S. Department of the Interior Fish and Wildlife Service Wetland Maps (1988), or as most recently updated, shall be used to define the Conservation Land Use areas within the City.

Strategy 1.6.3.2:

At a minimum, wetlands five (5) acres or more in size shall be designated as a conservation land use and wetlands less than five (5) acres will be subject to review to determine what protection, if any, they should receive from development. Said review shall be based on the functional value criteria specified in Strategy 1.6.4. If based on this determination, protection is warranted, development may be permitted, based upon criteria set forth in the environmental performance standards of the land development regulations.

Policy 1.6.4:

Land development impacts on designated wetlands shall be assessed based upon the functional value of wetlands. The functional value assessment criteria for wetlands shall include, at a minimum, consideration of:

1. Size;
2. Capacity for floor storage or flow regulation;
3. Potential as wildlife and/or fisheries habitat;
4. Provision of habitat for state or federally protected species;
5. Rarity as a vegetative community type;
6. Degree of prior adverse impacts which would limit the future viability of wetland (e.g., invasion by upland or exotic species, fire, permanent alteration of drainage patterns); and
7. Potential for recreational use.

Policy 1.6.5:

Activities whose impacts are assessed to be minimal, or offset by mitigation measures, shall be addressed in the land development regulations and shall utilize the following criteria:

1. The activity is necessary to prevent or eliminate a public hazard;
2. The activity would provide direct public benefits which would exceed those lost to the public as a result of the degradation or destruction of wetlands (e.g., right-of-way for public roads or utilities); and
3. The activity is proposed for wetlands whose functional values are so limited that their loss does not significantly affect the public interest (i.e., inherent in this statement is that this land can be utilized as recreational, conservation, open space or low density residential areas.).

Policy 1.6.6:

Mitigation for unavoidable impacts to wetlands, which possess significant functional value, as determined by a functional assessment, will be addressed in the land development regulations.

Policy 1.6.7:

Monitoring shall be required to ensure that all mitigation or compensation efforts as outlined in the land development regulations are successful.

Objective 1.7: Air. Non Point Source Pollution.

To minimize the adverse effects of non-point source emission of pollution by maintaining an effective transportation network.

Policy 1.7.1:

Maintain adopted level of service on all facility types throughout the network to reduce unnecessary vehicle idling emissions.

Policy 1.7.2:

To encourage utilization of non-emission forms of transportation via a comprehensive bicycle and pedestrian plan.

Objective 1.8: Point Source Pollution.

To minimize the adverse effects of point source emission of pollution through the land development and regulatory process.

Policy 1.8.1:

Encourage the inter-mixing of land uses to further the redevelopment goals for the downtown district and minimize vehicular work, shopping and other trips.

Objective 1.9:

Air quality in the City shall meet or exceed the minimum air quality as adopted by Florida Department of Environmental Regulations.

Policy 1.9.1:

The City will coordinate with the Florida Department of Environmental Protection (FDEP) in monitoring ambient air quality within the City.

Objective 1.10: Water (Surface Water-Salt and Fresh).

To protect streams, lakes, rivers, estuaries, wetlands and the coastline from environmentally destructive alterations, both qualitative and quantitative, and to ensure the preservation of aquatic life, particularly state and federal listed wildlife species and their habitat.

Policy 1.10.1:

The City shall provide standards or programs to protect or restore littoral vegetation in and adjacent to a waterbody in order to prevent shoreline erosion, filter out nutrients and provide wildlife habitat. The following definitions and conditions shall apply to the implementation of this policy:

Strategy 1.10.1.1:

The removal of native emergent, submerged or floating vegetation in the littoral zone of a waterbody shall be limited to that necessary to provide reasonable access, or which is part of a government sanctioned aquatic plant control program.

1. "Littoral zone" includes the area between the ordinary high water line and the most waterward extent of native emergent, submerged or floating non-algae vegetation.
2. "Waterbody" includes all water of the State and all lakes or ponds greater than one (1) acre in size.
3. "Reasonable access" includes clearing of vegetation for purposes of health or safety, to provide river access for private recreation (not to exceed twenty (20) linear feet of shoreline cleared per parcel of waterfront property), or as necessary for government approved public or private water dependent projects.

Policy 1.10.2:

Erosion and sedimentation control practices shall be employed for all urban development and agricultural activities where needed to protect natural waterbodies, water courses, and wetlands from siltation. The following minimum criteria shall apply:

Strategy 1.10.2.1:

Adequate erosion and sediment control practices are those recommended by the Natural Resource Conservation Service (NRCS) and which are designated to substantially reduce or eliminate soil loss into waterbodies and wetlands.

Strategy 1.10.2.2:

Clearing of specific building sites shall not commence until the issuance of a development work order.

Strategy 1.10.2.3:

Waterfront construction shall be required to use appropriate erosion and siltation control practices during and after construction to prevent siltation of the adjacent waterbody.

Strategy 1.10.2.4:

Stormwater management systems shall be designated to ensure that water velocities remain below those, which would cause scour and erosion.

Policy 1.10.3:

New and existing marinas which service boats with on-board facilities shall be required to provide sewage pump out and to provide for the appropriate effluent disposal method.

Policy 1.10.4:

Alternative to copper-based or other metal-based anti-fouling bottom paint used on boats shall be encouraged in order to reduce the harmful effects of heavy metal bioaccumulation.

Policy 1.10.5:

Marinas shall be located in areas where maximum physical advantage exists, where the least dredging and maintenance are required, and where aquatic resources will not be adversely affected.

Objective 1.11: Stormwater Management.

To encourage the preservation/protection of the floodplains and their functions by implementing programs, both locally and in conjunction with other governmental and non-governmental entities, toward this effort.

Policy 1.11.1:

The City shall identify lands within the City that are available for stormwater treatment opportunities.

Policy 1.11.2:

The City shall evaluate and, if appropriate, adopt low impact development practices in the land development regulations to conserve natural resources.

Objective 1.12: Stormwater Management.

To retrofit existing stormwater drainage systems, to redirect outfalls from environmentally sensitive areas, and to enhance environmentally sensitive areas through man-made wetlands which provide both renourishment of the wetlands system and wildlife habitat.

Policy 1.12.1:

The City shall develop a comprehensive surface water basin management plan for the major waterways. The planning and approval of new development, new public wastewater or stormwater facilities, and the retrofitting of existing wastewater or stormwater facilities shall conform to the comprehensive surface water basin management plans.

Policy 1.12.2:

The City shall institute a maintenance program for public stormwater management systems so as to ensure the proper functioning and expected pollutant removal efficiency of stormwater management systems. The following criteria shall be used toward the implementation of this policy:

Strategy 1.12.2.1:

The City shall ensure funding of this policy through a study and adoption of a stormwater utility fee (i.e., user fee) or other mechanisms to provide monies to implement said policy.

Policy 1.12.3:

The City shall promote the conservation of natural vegetation in flood plain areas and freshwater swamps for the purpose of storing stormwater run-off.

Strategy 1.12.3.1:

An incentive that would be utilized toward the implementation of this policy would be to allow the developer to credit "undisturbed areas" as part of the development required open space.

Policy 1.12.4:

Flood control for new development shall be accomplished through the limitation of fill in the 100-year flood plain as defined by Federal Emergency Management Agency (FEMA). Where no practical alternative to fill in the 100-year flood plain exists, compensatory storage for such fill shall be as provided for in Strategy 1.12.4.1. The following criteria shall be applied in the implementation of this policy:

Strategy 1.12.4.1:

Compensatory storage shall be provided by excavating a volume of uplands equivalent to the loss of storage within the 100-year flood plain caused by the placement of fill. Allowances for soil storage of water in the new fill may be made in calculating the necessary amount of excavation required, if based on standard accepted engineering practice.

Policy 1.12.5:

Land exhibiting the following conditions shall be developed at a density no greater than one (1) unit per acre unless site specific verifiable data is presented which contradicts such limiting conditions.

1. Flood hazard areas show on the Federal Flood Rate Maps.

Objective 1.13: Ground Water Quality and Resource Protection.

To ensure the protection of the City's potable water source and to safeguard public health through the enforcement of adopted aquifer protection measures.

Policy 1.13.1:

The City shall require applicable best management practices for the use, handling, storage or disposal of regulated substances so as to prevent ground water contamination.

Policy 1.13.2:

The City shall continue to protect groundwater quality and quantity by regulating impervious surface coverage in its prime recharge area (Area of Critical Concern).

Policy 1.13.3:

The City shall encourage SJRWMD, FEDP and other applicable regulatory agencies to pursue additional groundwater monitoring studies on the quality of the surficial aquifer water resources within the City.

Policy 1.13.4:

The City shall make all reasonable efforts to coordinate with Brevard County and other municipalities supplying potable water to facilitate measures to protect groundwater quality and groundwater resources capacity.

Policy 1.13.5:

The City shall encourage non-regulatory groundwater and wellhead protection programs that may include, but are not limited to the following: land acquisition, land donations, purchase of development rights, and conservation easements.

Policy 1.13.6:

The City shall adhere to the FEDP wellhead protection standards as found in Rule 62-521, F.A.C.

Policy 1.13.7:

The City shall encourage existing development to use fixtures that will help in conservation of water such as low-volume shower heads and low-volume faucets. The City shall continue to provide these fixtures through programs such as toilet retrofit rebate program and shower head exchange program.

Objective 1.14: Water Conservation.

To ensure the conservation of the City's potable water source through the utilization of innovative water conservation techniques.

Policy 1.14.1:

The City shall maintain its water conservation plan. Implementation of this policy call for adherence, at a minimum, to the following criteria:

Strategy 1.14.1.1:

Shall apply to all users of water.

Strategy 1.14.1.2:

Shall be consistent with the emergency water shortage contingency plans developed by the St. Johns River Water Management District (SJRWMD).

Strategy 1.14.1.3:

Funding shall be made available for the implementation of the proposals as set forth in the Water Conservation Plan.

Policy 1.14.2:

The City shall continue operation of a water reuse system and expand this system as appropriate.

Policy 1.14.3:

The City shall encourage the use of reused water stormwater for irrigation and the use of native vegetation.

Policy 1.14.4:

The City shall meet water use demands by using water of the lowest quality acceptable for the intended application, and reused water shall be used in lieu of groundwater or surface water withdrawn for all water use applications, which do not require potable water wherever and whenever, such water is reasonably available.

Policy 1.14.5:

The City shall ensure its future water supplies through the implementation of comprehensive wellfield protection programs, which limit activities, which might degrade the quality or quantity of water from public wellfields.

Policy 1.14.6:

The City shall utilize the emergency conservation techniques in accordance with the regional water management district in times of a 'declared' severe water shortage.

Policy 1.14.7:

The City shall encourage water conservation through the use of Green building construction and site design techniques.

Policy 1.14.8:

The City shall encourage the use of rain sensors and soil moisture sensors in the education portion of the Conservation Program.

Policy 1.14.9:

The City shall ensure that all potable water service connections are metered in accordance with Titusville Ordinance Section 21-241.

Policy 1.14.10:

The City shall provide a meter replacement and calibration program.

Policy 1.14.11:

The City shall maintain a leak detection protection program in order to discover and eliminate wasteful losses of potable water from the City's distribution system.

Policy 1.14.12:

The City shall continue to promote conservation programs through education and different information tools.

Policy 1.14.13:

All new development location in the Area of Critical Concern will be required to connect to the reclaimed water system prior to occupancy, or provide dry lines for future connection.

Objective 1.15: Public Education.

To ensure the education of the City's residents, visitors, and water consumers of the need to conserve and protect all water sources and other natural resources and to promote the efficient use of all water through a public outreach program.

Policy 1.15.1:

The City shall continue to maintain a vigorous and continuous water conservation education program that includes promoting the value of all water sources and resources.

Policy 1.15.2:

The City shall continue to promote the use of water efficient devices and educate the public as to the types of devices available and their use, and provide such devices and/or provide programs to reduce the financial impact of the purchase of such devices.

Policy 1.15.3:

The City shall use various forms of media to ensure its conservation message reaches the greatest possible number of residents, visitors, and water consumers.

Policy 1.15.4:

The City shall continue to support ongoing educational programs promoting Florida-Friendly landscaping techniques and the use of Florida native plants, as well as the need to reduce, to increase the efficiency thereof, and/or eliminate outside irrigation.

Policy 1.15.5:

The City shall continue to educate its residents as to outside irrigation restrictions as set by code and the St. Johns River Water Management District's (SJRWMD) amended landscape irrigation rule, 40-C-2.042 Florida Administrative Code (FAC).

Policy 1.15.6:

The City shall continue to increase the penetration level of its conservation public education and outreach program by partnering with other agencies and groups.

Policy 1.15.7:

The City shall continue its public education and outreach in regard to stormwater management and its National Pollution Discharge Elimination System (NPDES) permit best management practices.

Policy 1.15.8:

The City shall support ongoing education programs about native plant and listed animal species and the diversity of natural communities.

Objective 1.16: Energy Conservation.

The City shall promote energy conservation measures and practices to reduce greenhouse gas emissions.

Policy 1.16.1:

The City shall reduce greenhouse gas emissions by promoting compact development and alternative transportation choices such as pedestrian, bicycling and transit.

Policy 1.16.2:

The City shall consider energy, water conservation and habitat while building for all public projects.

Policy 1.16.3:

The energy-efficiency of proposed new development shall be considered when land use and development review decisions are made.

Policy 1.16.4:

The City shall develop an incentive program for developers to promote ride sharing and/or the use of public transportation.

Policy 1.16.5:

Provide incentives to encourage the generation of local renewable energy.

Policy 1.16.6:

The City shall obtain Leadership in Energy and Environmental Design (LEEDS), or US Green Building Council's (USGBC) or Florida Green Building Coalition (FGBC) certification when constructing new City Facilities.

Policy 1.16.7:

The City shall develop an action plan to reduce greenhouse gas emissions.

INTERGOVERNMENTAL COORDINATION ELEMENT

INTERGOVERNMENTAL COORDINATION ELEMENT

GOAL 1:

The City shall ensure, through intergovernmentally coordinated policies, procedures, ordinances and legal agreements that all responsibilities and duties with which it is charged are equitable, efficiently and expeditiously carried out.

Objective 1.1:

To ensure that the plans, processes and procedures of the City are consistent and coordinated with all effective public or private agencies, which provide service in and around the corporate city limits.

Policy 1.1.1:

The East Central Florida Regional Planning Council's dispute resolution process will be relied upon to resolve conflicts with effected public or private agencies.

Objective 1.2:

To ensure that the various elements of the City's Comprehensive Plan and the implementation of said plan are consistent and coordinated with those of Brevard County and other regulatory agencies.

LAND USE ELEMENT

Policy 1.2.1:

The City shall review the issuance of development orders to ensure that established levels of service for various public facilities are maintained.

Policy 1.2.2:

Through cooperative effort with Brevard County, mechanisms shall be established so as to ensure that the City remains as the center of government and the County Seat for the County.

Policy 1.2.3:

The City shall work with Brevard County and St. Johns River Water Management District such that development regulations regarding stormwater management and flood control are compatible and effective for each jurisdiction.

Policy 1.2.4:

Through a cooperative agreement with various jurisdictions, the City shall coordinate permitting and inspecting of projects of overlapping jurisdiction.

Strategy 1.2.4.1:

The City shall endeavor to provide a formal agreement with Brevard County for the permitting and inspection of projects of overlapping jurisdiction. This specifically relates to driveways on roads not controlled by the City.

Strategy 1.2.4.2:

The City shall continue to cooperate with the St. Johns River Water Management District (SJRWMD) and Brevard County for the permitting and inspection of projects of overlapping jurisdiction. This specifically relates to stormwater management.

Strategy 1.2.4.3:

The City shall continue to cooperate with the Federal Aviation Administration regarding the permitting of projects within their jurisdiction.

TRAFFIC CIRCULATION ELEMENT

Policy 1.2.5:

The City shall actively participate in the Space Coast Transportation Planning Organization such that an adequate, safe, and efficient highway network is maintained.

Policy 1.2.6:

The City, through cooperative agreement with NASA, Space Coast Area Transit and major space center contractors/employers, shall encourage carpooling and flexible hours of employment so as to reduce the peak hour effect on major roadway systems.

Policy 1.2.7:

In cooperation with the Space Center Regional Airport authority and the FAA, the City shall ensure the Space Coast Regional Airport is utilized to its maximum capacity prior to another facility being constructed.

Policy 1.2.8:

The City shall continue to develop a comprehensive bicycle and pedestrian pathway plan through a cooperative effort with the Space Coast Transportation Planning Organization, FDOT, and Brevard County. The purpose of which is intended to provide pedestrian pathways from schools, residential, shopping and recreational area.

Policy 1.2.9:

The City shall cooperate with both Brevard County and the FDOT to develop a comprehensive beautification program including landscaping and signage.

INFRASTRUCTURE ELEMENT

Policy 1.2.10:

To ensure wastewater treatment plans, municipal wellfield and drainage improvement projects are accomplished as efficiently and expeditiously as possible, the City shall coordinate a cooperative agreement with such agencies as Brevard County, St Johns River Water Management District (SJRWMD) and the Florida Department of Environmental Protection (FDEP).

Policy 1.2.11: (Solid Waste)

The City shall coordinate with Brevard County to ensure that collection, storage and transfer of solid waste complies with Section 403.7265, F.S.

Policy 1.2.12: (Sanitary Sewer)

To ensure that projected demand for wastewater treatment is met, the City will continue to operate its existing water reclamation facilities in accordance with all applicable state and federal rules and regulations.

Policy 1.2.13:

To ensure that stormwater levels of service are met, the City shall continue preparation of basin master plan studies and complete drainage improvements as indicated in the master plans.

Policy 1.2.14:

The City shall cooperate with Brevard County and the Florida Department of ~~Health~~ Environmental Protection such that issuance of permits for all new on-site wastewater disposal is regulated and further that expansion and/or replacement of such systems will ensure compliance with appropriate regulatory requirements and water quality standards.

Strategy 1.2.14.1:

The City shall establish in its development regulations specifications which detail when the use of septic system is appropriate.

Policy 1.2.15:

In cooperation with Brevard County, the City shall ensure that all development to property within the identified Area of Critical Concern shall include provision for open space preservation requirements and stormwater regulations which maximize groundwater recharge.

Policy 1.2.16: (Water Supply Planning)

The City shall participate in the water supply planning process in conjunction with the SJRWMD and other pertinent entities, with the objective to develop a regional water supply plan that will reasonably ensure adequate quantity and quality of potable water resources needed to meet future needs without creating water use conflicts or unacceptable impacts to natural resources.

Policy 1.2.17: (Alternate water supply)

The City shall coordinate with other agencies as necessary to evaluate alternative water supply projects to ensure future water supply capacities to maintain Level of Service standards for the provision of potable water.

Policy 1.2.18: (Aquifer recharge)

The City shall cooperate with the St. Johns River Water Management District to ensure that all abandoned free-flowing artesian wells are properly documented, closed and plugged. It is not the intent of this policy to affect agricultural production or agricultural processing on properties annexed into the City.

Policy 1.2.19: (Aquifer recharge)

The City shall coordinate with the SJRWMD in regard to protection of recharge areas surrounding the surficial aquifer and shall develop intergovernmental agreements as necessary regarding aquifer protection.

Policy 1.2.20: (Water Quality)

The City shall coordinate with other governmental entities, regarding groundwater pollution, through the establishment or continuation of programs, provision of technical assistance and information, and attendance at appropriate meetings and hearings.

Policy 1.2.21:

The City shall continue to cooperate with City of Cocoa and Brevard County through interlocal agreement and urban service areas to provide efficient services to the public.

Policy 1.2.22:

The City shall maintain a water supply facilities work plan that is coordinated with SJRWMD's Regional Water Supply Plan by updating the work plan within eighteen (18) months of an update to the SJRWMD Regional Water Supply Plan that affects the City.

Policy 1.2.23:

The City shall participate in water supply development-related initiatives facilitated by the SJRWMD that affect the City.

CAPITAL IMPROVEMENTS ELEMENT

Objective 1.3:

The City shall ensure that, when implementing the various elements of the comprehensive plan, impacts are coordinated with all affected jurisdictions.

Policy 1.3.1:

The City shall coordinate with the County to adopt similar development regulations for properties within the Joint Planning Agreement Area.

Strategy 1.3.1.1:

The City shall negotiate with the County to adopt regulations similar to City requirements regarding building codes, stormwater management, aquifer protection, and development within the 100-year flood plain for properties that are potentially annexable or those which are within the Joint Planning Agreement Area.

Policy 1.3.2:

The City shall work with the County to ensure that the respective land use plans are compatible for areas within the Joint Planning Agreement Area.

Policy 1.3.3:

The City shall continue the emergency connection with Brevard County to ensure adequate potable water supply is available during emergency conditions.

Policy 1.3.4:

The City shall cooperate with the County to ensure the adequate facilities are provided for solid waste disposal.

Strategy 1.3.4.1:

When and if necessary, the City and County shall work together to improve the existing solid waste transfer station or provide a new facility elsewhere.

Policy 1.3.5:

The City shall provide the Brevard County School Board with necessary information for facilities planning and cooperate with them in establishing new facilities.

Strategy 1.3.5.1:

As the City continues to grow, the City shall transmit update demographic information and projected growth statistics as needed to the School Board.

Strategy 1.3.5.2:

When existing facilities for the School board require expansion or a new facility is necessary, the City shall assist the School Board in completing the respective facility as expeditiously as possible.

Policy 1.3.6:

Through coordination with Brevard County, the St. Johns River Water Management District and other state agencies in the implementation of the management plan for the Indian River Lagoon, consistent and coordinated management, preservation, and protection of bays, estuaries and harbors shall be ensured.

Policy 1.3.7: (Artesian wells)

The City shall encourage private property owners with free flowing artesian wells to obtain financial and technical assistance through the artesian well plugging programs of Brevard County, and the St. Johns River Water Management District.

Objective 1.4:

The City shall ensure, through cooperation and coordination with the appropriate governmental entities that adopted levels of service for City provided services are consistent with those adopted by those entities.

Policy 1.4.1:

For those services provided by the County, City, and other agencies which are mutually affected by issuance of development orders by any jurisdiction coordinating mechanisms must be provided to ensure that adopted levels of service are compatible.

Strategy 1.4.1.1:

Cooperative agreements shall be entered into between the County and City to ensure that the adopted level of service is maintained for properties outside the City limits.

Strategy 1.4.1.2:

The City and County shall work together through cooperative agreement to ensure the public health and school facilities maintain the adopted levels of service.

Strategy 1.4.1.3:

Because the City and County, in cooperative agreement, provide solid waste pick-up service for City residents, an agreement shall be pursued to ensure that the established level of service is maintained.

Strategy 1.4.1.4:

Because of certain maintenance agreements, and that City parks often are utilized by County residents and vice-versa, the City and County shall pursue an agreement to ensure that the established level of service is maintained.

Strategy 1.4.1.5:

Because development orders issued by the County and City can have an effect on the other jurisdictions level of service established for roads, an agreement shall be pursued to ensure compatibility between respective levels of service and that those adopted levels are maintained.

Policy 1.4.2:

The City shall coordinate with Brevard County to implement the annexation and development order review procedures established in the interlocal agreement regarding joint planning areas.

GOAL 2:

The City shall maintain the Brevard County Interlocal Agreement for Public School Facility Planning and School Concurrency for coordination of public education facilities for planning, developing student enrollment projections, public school siting, and the development of public school facilities concurrent with residential development and other facilities.

Objective 2.1:

The City shall maintain the Brevard County Interlocal Agreement for Public School Facility Planning and School Concurrency to ensure consistency between the City's Comprehensive Plan and associated programs and any effects on plans developed for public school facilities and public school planning.

Policy 2.1.1:

The City, through the implementation of the Brevard County Interlocal Agreement for Public School Facility Planning and School Concurrency, recognizes the Capital Outlay Committee (COC) as the monitoring group for coordinated planning and school concurrency in Brevard County.

Policy 2.1.2:

The City, in conjunction with the School District, the County, and other municipalities shall identify issues relating to public school emergency preparedness, such as:

A. The determination of evacuation zones, evacuation routes, and shelter locations.

B. The design and use of public schools as emergency shelters.

C. The designation of sites other than public schools as long-term shelters, to allow schools to resume normal operations following emergency events.

Policy 2.1.3:

The City shall annually coordinate school enrollment projections in conjunction with the School District and other local governments through the Capital Outlay Committee. The City shall adopt, by reference, the Brevard County School Board's five-year work program as part of the annual update to the Capital Improvements Element.

Policy 2.1.4:

The City, in conjunction with the School District, shall coordinate the long-range public school facilities map To ensure the Future Land Use designations established by the Comprehensive Plan allow adequate land area and locations for future school facilities.

Policy 2.1.5:

The City shall maintain the Brevard County Interlocal Agreement for Public School Facility Planning and School Concurrency by participating in the review of the Five Year District Facilities Work Program and providing comments to the School Board consistent with the Interlocal Agreement.

CAPITAL IMPROVEMENTS ELEMENT

CAPITAL IMPROVEMENTS ELEMENT

GOAL 1:

The City shall provide for needed public facilities for its existing and future residents through the use of sound fiscal policies by protecting investments in existing facilities, maximizing the use of existing facilities and promoting orderly compact urban growth.

Objective 1.1:

Capital Improvements shall be programmed to meet existing deficiencies, to accommodate desired future growth, and to replace worn out or obsolete facilities, as indicated in the five-year schedule of improvements of this element.

Policy 1.1.1:

The City shall include all projects identified in the other elements of this plan and determined to be of relatively large scale and high cost (twenty thousand dollars ($20,000) or greater), as capital improvements projects for inclusion within the five-year Schedule of Improvements of this element.

Policy 1.1.2:

The City shall, after identification and prioritization of fiscal resources, schedule and allocate funds for needed capital improvement projects in the five-year Schedule of Improvements which are designed to correct existing and future deficiencies listed in this Capital Improvements Element.

Policy 1.1.3:

The City shall seek public input for the purpose of evaluating and ranking in order of priority, the projects being proposed for inclusion in the five-year Capital Improvement Program.

Policy 1.1.4:

Proposed capital improvements projects shall be evaluated and ranked in order of priority with projects meeting the following guidelines receiving the highest priority.

a) Whether the project is needed to protect public health and safety, to fulfill the City's legal commitment to provide facilities and services, to preserve or achieve full or designed use of existing facilities, to replace or renew existing capital facilities, or to maintain the level of service standards established in this element.

b) Whether the project increases efficiency of use of existing facilities, prevents or reduces future improvement cost or operational and maintenance needs, provides service to developed areas lacking full service, or promotes in-fill development; and

c) Whether the project is consistent with the Future Land Use Element of this comprehensive plan and represents a logical extension of facilities and services within a designated service area.

Objective 1.2:

Public expenditures that subsidize development in high hazard coastal areas will be limited to those improvements included in the coastal management element.

Policy 1.2.1:

The City shall only expend funds in high hazard coastal areas for the replacement and renewal of existing public facilities except for increased public access to coastal resources through the provision of riverfront parks.

Policy 1.2.2:

The City shall continue to expend funds to maintain existing facilities and services at their existing capacity.

Objective 1.3:

Future development will bear a proportionate cost of facility improvements necessitated by the development in order to maintain adopted level of service (LOS) standards.

Policy 1.3.1:

New development is required, as of June 1987, by the adoption of the City's Impact Fee Ordinance, to increase its proportional contribution of the cost for new facility improvements to maintain the level of service standards by paying impact fees. These fees are coordinated with the Brevard County Impact Fees and adopted by ordinance. These fees may be amended by ordinance from time to time~~.~~ consistent with F.S. 163.31801.

Policy 1.3.2:

The funds collected from the impact fees shall be utilized as follows to ensure that development bears only the cost of capital facilities necessary to accommodate the proposed development:

a) Funds collected from the road impact fees shall be used for the purpose of capital Improvement to and expansion of the City, County, and State roadway network and transportation facilities within the City of Titusville. Such improvements shall be of the type as are made necessary by the new growth and new development within the City and are intended to add capacity in order to keep the road system at the adopted level of service. No funds shall be used for periodic or routine maintenance, or for improvement of local streets, accessways, driveways or alleys.

b) Funds collected from the fire and police impact fees shall be used for the purpose of providing capital land, facilities and equipment for the fire and police departments of the City of Titusville. Such capital improvements are intended to accommodate the demand for new facilities and equipment generated by new growth and new development so that the level of service existing on the effective date of the Titusville Impact Fee Ordinance can be maintained. No funds shall be used for salaries, periodic or routine maintenance, or general operating expenditures.

c) In case where jurisdiction overlaps, the City may enter into interlocal agreements with Brevard County, the State, and the Federal Government to ensure that the funds are expended consistent with this Comprehensive Plan.

Policy 1.3.3:

The City may establish standards in the land development code to reduce or waive impact fees for projects that provide affordable housing, consistent with Policy 1.2.1 of the Housing Element, for households meeting the following income requirements:

a) Low Income (at or below 80% of AMI)
b) Very Low Income (at or below 50% of AMI)
c) Extremely Low Income (at or below 30% of AMI)

Policy 1.3.4:

Impact fees may not be charged to current or pending permit applications submitted before the effective date of an ordinance or resolution imposing such impact fee per F.S. 163.3180(6)(h)2.b.

Policy 1.3.5:

The City shall submit a financial report to the State of all impact fees charged and credited each year per F.S. 163.31801.

Policy 1.3.6:

The City shall consider adopting a mobility plan and fee to fund multi-modal transportation projects.

Objective 1.4:

The City will manage its fiscal resources to ensure the provision of needed capital improvements for previously issued development orders and for future development and redevelopment.

Policy 1.4.1:

The City shall require that all facilities needed to serve development for which development orders were previously issued are available concurrent with the impacts of said development.

Policy 1.4.2:

The City shall continue to adopt a five-year capital improvement program including an annual capital budget as part of its budgeting process.

(CPA 01-1A9c)

Policy 1.4.3:

The City may transfer the unexpended balance from one fund to another fund for service provision and maintenance of surplus funds are evident, subject to applicable law.

Policy 1.4.4:

Efforts shall be made to secure grants or incentives for private funds to finance the provision of capital improvements and needed services.

Strategy 1.4.4.1:

The City shall continue to pursue the following grants and programs:

1. F.R.D.A.P. Grant for the development of park lands;
2. Land Development Regulations shall include incentives to businesses to encourage donations of lands, funds, and inventory for parks;
3. C.D.B.G. — Upgrade of housing stock and infrastructure improvements; and
4. Any other grant available to finance capital improvements.

Policy 1.4.5:

The City shall establish and implement strategies for the management of debt which, at a minimum, shall include the following:

a) Revenue bonds shall be limited to the specific revenue source capability for the type of bonds issued. This limitation requires an independent analysis of each issue to ensure adequate fiscal resources for debt service as well as operation and maintenance needs.

b) General obligation bonds shall be limited to thirty (30) percent of the ad valorem tax base pursuant to Section 128 of the City Charter.

c) Total debt service shall be analyzed as stated in (a) and (b) above as part of each annual capital improvement program update.

Objective 1.5:

Decisions regarding the issuance of development orders and permits will be based upon coordination of the development requirements included in this plan, the land development regulations, and the availability of necessary public facilities needed to support such development at the time needed as outlined in the following policies:

Policy 1.5.1: Level of Service Standards.

The City shall use the following LOS standards in reviewing the impacts of new development and redevelopment upon public facilities and as a basis for development of land development regulations by which development orders will be either approved or denied:

Potable Water *Titusville Service Area (includes area outside City limits which have service agreements with the City.)	Acceptable LOS Average Water Consumption Rate 81 gallons/capita/day Softening & filtration: 16 MGD Pumping capacity: 16 MGD Storage capacity: 3.9MGD
STORMWATER MANAGEMENT City-wide	Design Storm For site over ½ acre — 25-year frequency, 24- hour duration For sites under ½ acre — minimum retention of one inch over entire site or as above
SANITARY SEWER North Service Area South Service Area	 80 gallons/capita/day 80 gallons/capita/day
TRANSPORTATION	Arterials and Collectors (except FIHS) — LOS E Arterials (on FIHS) — LOS C
SOLID WASTE Collection (City-wide) Disposal (LOS set by utilizing Brevard County's methodology)	 8.32 lbs/capita/day 8.32 lbs/capita/day
RECREATION/OPEN SPACE Park Acreage Ratio	 8 acres of park land per 1,000 residents within the city limits
PUBLIC SCHOOLS	The City shall maintain the Brevard County Interlocal Agreement for Public School Facility Planning and School Concurrency to establish and evaluate the Level of Service standards to determine school concurrency.

(Ord. No. 50-2005, § 4, 7/26/2005: Ord. No. 48-2008, § 1, Ord. No. 5-2010, 06/8/2010, Ord. No. 6-2014, 2/11/2014; Ord. No. 44-2023, 9/26/2023)

PUBLIC SCHOOLS

The City shall maintain the Brevard County Interlocal Agreement for Public School Facility Planning and School Concurrency to establish and evaluate the Level of Service standards to determine school concurrency.

(Ord. No. 33-2008, § 3, 9/23/2008)

Policy 1.5.2: Plan Amendments.

Proposed plan amendments or request for new development or redevelopment shall be evaluated according to the following guidelines and for preservation of the intentional consistency of this Comprehensive Plan, through specific findings that the proposal will not:

a) Contribute to a condition of public hazard as described in the Potable Water, Sanitary Sewer, Solid Waste, Stormwater Management, Natural Groundwater Recharge and Coastal Management Elements;

b) Exacerbate any existing condition of public facility capacity deficits, as described in the elements of the Comprehensive Plan;

c) Generate public facility demands that may not be accommodated by capacity increases planned in the five-year Schedule of Improvements;

d) Be incompatible with future land uses as shown on the Future Land Use Map of the Future Land Use Element, and urban service areas as described in the Potable Water, Sanitary Sewer, Solid Waste, Stormwater Management, and Natural Groundwater Recharge Element;

e) If public facilities are developer provided, generate additional public facility demands based upon adopted LOS standards;

f) If public facilities are provided, in part or whole, by the demonstrated financial feasibility, subject to this element; and

g) Affect state agencies' and water management districts' facilities plans.

GOAL 2:

The City will manage a concurrency management system to evaluate the impact of the development on the level of services of the public facilities such as potable water, sanitary sewer, solid waste, drainage, transportation, and parks and recreation.

Objective 2.1: (Concurrency Management System)

The City will ensure that the issuance of a development order or development permit is conditioned upon the availability of public facilities and services necessary to serve new development through the establishment of a concurrency management system which is consistent the following policy. The City will not issue a Certificate of Occupancy for a development if the public facilities are not available.

Policy 2.1.1:

The City of Titusville shall ensure that development is permitted in a manner that will not result in a reduction in the level of service below the adopted level of service standards for the affected facility through the establishment of a concurrency management meeting the following requirements:

a. The City of Titusville shall maintain adopted level of service standards;

b. The City of Titusville shall include in the Capital Improvement Element, a plan demonstrating that adopted level of service standards will be achieved and maintained;

c. The City of Titusville shall enforce the provisions of the adopted land development regulations which specify and implement provisions of the concurrency management system.

Policy 2.1.2:

Prior to the approval of an application for a development order or functional equivalent which contains a specific plan for development, including the densities and intensities of development, a test for concurrency applying adopted level of service standards will be conducted. The following standards are hereby established to meet the City's concurrency requirements;

a) For sanitary sewer, solid waste, drainage, and potable water supply and facilities:

1. Prior to the issuance of a building permit or its functional equivalent the City of Titusville shall consult with the applicable water supplier to determine whether adequate water supplies to serve new development will be available. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the necessary facilities and services are in place and available to serve the new development; or

2. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place and available to service new development at the time of the issuance of a certificate of occupancy or its functional equivalent.

b) For parks and recreation facilities:

1. At the time the development order or permit is issued, the necessary facilities and services are in place or under actual construction; or

2. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the acreage for the necessary facilities and services to serve the new development is dedicated or acquired by the City, or funds in the amount of the developer's share are collected; and

a) A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than one (1) year after issuance of a certificate of occupancy or its functional equivalent as provided in the City's adopted 5-year schedule of capital improvements; or

b) At the time of the development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which required the necessary facilities and services to serve the new development to be in place or under actual construction not more than one (1) year after issuance of a certificate of occupancy or its functional equivalent; or

c) At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than one (1) year after issuance of a certificate of occupancy or its functional equivalent.

c) For transportation facilities designated in the City's adopted comprehensive plan:

1. At the time a development order or permit is issued, the necessary facilities and services are in place or under construction; or

2. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than three (3) years after issuance of a certificate of occupancy or its functional equivalent as provided in the City's adopted five-year schedule of capital improvements. The schedule of capital improvements may recognize and include transportation projects included in the first three (3) years of the applicable, adopted Florida Department of Transportation five-year work program. The Capital Improvements Element must include the following policies:

    a) The estimated date of commencement of actual construction and the estimated date of project completion.

    b) A provision that a plan amendment is required to eliminate, defer, or delay construction of any road or mass transit facility or service which is needed to maintain the adopted level of service standard and which is listed in the five-year schedule of capital improvements; or

3. At the time a development order or permit is issued, the necessary facilities and service are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction no more than three (3) years after the issuance of a certificate of occupancy or its functional equivalent; or

4. At the time a development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than three (3) years after issuance of a certificate of occupancy or its functional equivalent.

5. For the purpose of issuing a development order or permit, a purposed urban redevelopment project located with a defined and mapped Urban Service Area as established in the local government comprehensive plan pursuant to Section 163.3164(50), F.S., shall not be subject to the concurrency requirements of this chapter for up to one hundred ten (110) percent of the transportation impact generated by the previously existing development. For the purposes of this provision, a previously existing development is the actual previous built use which was occupied and active within a time period established in the local government comprehensive plan.

6. For the purpose of issuing a development order or permit, a proposed development may be deemed to have a de minimis impact and may not be subject to concurrency requirements, only if all of the conditions specified in subsection 163.3180(5), F.S., are met.

d) 1. The City shall maintain the Brevard County Interlocal Agreement for Public School Facility Planning and School Concurrency for evaluating Level of Service to maintain concurrency for public school facilities.

(Ord. No. 48-2008, §1, 12/9/2008)

Objective 2.2: Funding Sources.

The City shall pursue adequate funding for the construction of capital projects identified in the Capital Improvements Schedule.

Policy 2.2.1:

The following procedures shall be used to pursue adequate funding for potable water capital projects:

a. Maintain a reserve account restricted for potable water related capital projects.

b. A portion of funds collected from the Water Resources Enterprise Fund shall be reserved to complete potable water capital projects.

c. The City may use long term capital lease payments on lease purchases for capital projects identified within this Element, provided adequate debt service requirements are provided.

d. Tap-on fees may be used to fund eligible growth-related water capital projects.

Five Year Capital Improvements Schedule

Growth = G
Maintain LOS = M

5 Year Schedule of Capital Improvements for Potable Water

Table A.1 Potable Water								
Project	FY 26	FY 27	FY 28	FY 29	FY 30	Total Cost	Funding Source	Growth/Maintain Existing LOS
Mourning Dove WTP Improvements	$1,300,000	$150,000	$1,540,000	$0	$0	$2,990,000	Rates	M
Water Distribution Improvements	$0	$75,000	$25,000	$250,000	$325,000	$675,000	Rates/Taps	M
Wellfield Improvements	$725,000	$300,000	$300,000	$300,000	$300,000	$1,925,000	Rates	M
Water System Expansion	$555,000	$568,000	$588,000	$450,000	$265,000	$2,426,000	Rates/Taps	G
Mourning Dove Enhanced Water Treatment	$0	$6,524,000	$0	$0	$0	$6,524,000	Rates	M
Mourning Dove MCC and Switchgear	$0	$1,700,000	$275,000	$1,825,000	$0	$3,800,000	Rates	M
Ground Storage	$0	$0	$500,000	$1,450,000	$9,950,000	$11,900,000	Rates/Taps	G
Mourning Dove Clearwell Rehab.	$0	$0	$0	$700,000	$2,050,000	$2,750,000	Rates	M
WS - Hood Ave	$0	$0	$3,700,000	$0	$0	$3,700,000	Rates	M
Building Improvements	$200,000	$500,000	$1,687,500	$2,559,500	$62,500	$5,009,500	Rates	M
WE-RO Pilot	$0	$0	$4,500,000	$0	$0	$4,500,000	Rates	M
Total	$2,780,000	$9,817,000	$13,115,500	$7,534,500	$12,952,500	$48,199,500		
Rates = Revenue from water supply rates; Taps = Fees collected for connection to the water system								

Growth = G
Maintain LOS = M

(Ord. No. 57-2023, § 1(Att. 1), 12/12/2023; Ord. No. 48-2024, § 1(Att. 1), 12/16/2024; Ord. No. 3-2026, § 1(Att. 1), 2/10/2026)

5 Year Schedule of Capital Improvements for Sanitary Sewer

Table A.2 Sanitary Sewer								
Project	FY 26	FY 27	FY 28	FY 29	FY 30	Total Cost	Funding Source	Growth/Maintain Existing LOS
Septic to Sewer	$561,000	$632,000	$654,000	$501,000	$295,000	$2,643,000	Grant/Rates	G
Blue Heron WWTP Improvements	$175,000	$500,000	$1,040,000	$125,000	$0	$1,840,000	Rates	M
Lift Station Improvements	$75,000	$250,000	$250,000	$1,100,000	$401,000	$2,076,000	Rates	M
Osprey WWTP Improvements	$800,000	$400,000	$675,000	$125,000	$750,000	$2,750,000	Rates	M
Reuse System Improvements	$100,000	$100,000	$675,000	$575,000	$168,000	$1,618,000	Rates	M
Sewer System Improvements	$725,000	$608,000	$0	$878,000	$921,000	$3,132,000	Rates/Taps/ CRA	M
Building Improvements	$200,000	$500,000	$1,687,500	$2,559,500	$62,500	$5,009,500	Rates	M
Blue Heron Filter Replacements	$5,463,000	$0	$0	$0	$0	$5,463,000	Rates	M
Master Pump Station	$4,031,000	$0	$0	$0	$0	$4,031,000	Rates	M
Bayview Lift Station Replacement	$2,875,000	$0	$0	$0	$0	$2,875,000	Rates	M
Reclaimed Meter Replacements	$725,000	$750,000	$775,000	$800,000	$0	$3,050,000	Rates	M
Reclaimed Storage and Pumping	$0	$3,918,000	$0	$0	$0	$3,918,000	Rates	G
Riverside Drive Phase 2 Lift Station	$0	$625,000	$0	$0	$0	$625,000	Rates	M
La Cita Lift Station FM Improvement	$0	$1,600,000	$0	$0	$0	$1,600,000	Grant/Rates	M
Sission Lift Station FM Replacement	$0	$0	$1,600,000	$0	$0	$1,600,000	Rates	M
Lime Street Lift Station Replacement	$0	$0	$3,100,000	$0	$0	$3,100,000	Rates	M
Blue Heron West Basin Rehabilitation	$0	$0	$275,000	$3,100,000	$0	$3,475,000	Rates	M
SS Cure in Place Piping Program	$0	$0	$1,087,000	$0	$0	$1,087,000	Rates	M
Blue Heron ASR Well	$0	$0	$0	$0	$750,000	$750,000	Rates	M

WS-Expansion and Upgrade	$0	$0	$25,000	$250,000	$325,000	$600,000	Rates	M
Osprey Alum System	$0	$0	$0	$700,000	$0	$700,000	Rates	M
Osprey ASR Well	$0	$0	$0	$0	$750,000	$750,000	Rates	M
Total	$16,455,000	$9,883,000	$12,518,500	$10,713,500	$4,422,500	$53,992,500		

Growth = G
Maintain LOS = M

(Ord. No. 57-2023, § 1(Att. 1), 12/12/2023; Ord. No. 48-2024, § 1(Att. 1), 12/16/2024; Ord. No. 3-2026, § 1(Att. 1), 2/10/2026)

5 Year Schedule of Capital Improvements for Public Parks and Open Space

Table A.3 Public Parks and Open Space								
Project	FY 26	FY 27	FY 28	FY 29	FY 30	Total Cost	Funding Source	Growth/Maintain Existing LOS
Titusville Veteran's Memorial Fishing Pier Electrical Repairs	$140,000	$0	$0	$0	$0	$140,000	County	M
Sand Point Park Exercise Equipment Replacement	$140,000	$0	$0	$0	$0	$140,000	County	M
ARPA Capital Improvements for Parks in North Area	$369,917	$0	$0	$0	$0	$369,917	County	M
Cuyler Community Center Voice Evacuation Fire Alarm System	$90,000	$0	$0	$0	$0	$90,000	County	M
Isaac Campbell Sr., Park Enhancements	$77,546	$0	$0	$0	$0	$77,546	County	M
Blanton Park Renovations	$158,494	$0	$0	$0	$0	$158,494	County	M
Singleton Tennis Court Facility Improvements	$797,627	$0	$0	$0	$0	$797,627	County	M
Wuesthoff Park Improvements	$376,661	$0	$0	$0	$0	$376,661	County	M
North Area Parks Parking Lot Renovations	$541,000	$0	$0	$0	$0	$541,000	County	M
North Area Parks Athletic Field Renovations	$717,227	$0	$0	$0	$0	$717,227	County	M
North Area Parks Playground Replacement	$149,000	$0	$0	$0	$0	$149,000	County	M
Fox Lake Park Carport	$15,000	$0	$0	$0	$0	$15,000	County	M
Marina Park Skate Park Lighting	$40,000	$0	$0	$0	$0	$40,000	County	M
Fay Park and Sand Point Park Maintenance Sheds	$34,156	$0	$0	$0	$0	$34,156	County	M

Fox Lake Park Boat Ramp Dock Replacement	$441,250	$0	$0	$0	$0	$441,250	County	M
Manatee Hammock Campground Restroom and Laundry Facility	$1,906,484	$0	$0	$0	$0	$1,906,484	County	M
Parrish Park Trailhead	$1,210,329	$0	$0	$0	$0	$1,210,329	County	M
Riverfront Park Improvement	$168,000	$1,763,000	$0	$0	$0	$1,931,000	General Fund	M
Total	$7,372,691	$1,763,000	$0	$0	$0	$9,135,691		

City parks are maintained by the Brevard County Parks Department. The proposed Brevard County Capital Improvements Program includes several concurrency related maintenance improvements to parks within the City of Titusville for FY 2026 through FY 2030.

(Ord. No. 57-2023, § 1(Att. 1), 12/12/2023; Ord. No. 48-2024, § 1(Att. 1), 12/16/2024; Ord. No. 3-2026, § 1(Att. 1), 2/10/2026)

5 Year Schedule of Capital Improvements for Roads and Streets

Table A.4 Roads, Streets, and Sidewalks								
Project	FY 26	FY 27	FY 28	FY 29	FY 30	Total Cost	Funding Source	Growth/Maintain Existing LOS
New Sidewalks	$160,000	$165,000	$170,000	$182,000	$190,000	$867,000	General Fund	G
Asphalt Roadway Reconstruction	$133,000	$528,000	$544,000	$560,000	$577,000	$2,342,000	General Fund	M
Concrete Roadway Reconstruction	$0	$528,000	$544,000	$560,000	$577,000	$2,209,000	General Fund	M
Mobility Plan Projects	$0	$2,693,000	$1,282,000	$0	$0	$3,975,000	General Fund	M
Resurfacing I-95/SR9 from South of SR- 50 to SR-46	$32,333,257	$0	$0	$0	$0	$32,333,257	Federal Funding	M
East Coast Greenway/US1 Trail SR 50 (Cheney Highway) to Grace St. Preliminary Engineering	$1,023,163	$0	$0	$0	$0	$1,023,163	State Funding	M
Space Coast Trail from Max Brewer Causeway to Atlantic Ocean	$264	$0	$0	$0	$0	$264	State Funding	M
Space Coast Trail from MINWR Park Entrance to W of Kennedy PKWY	$14,346,173	$0	$0	$0	$0	$14,346,173	State Funding	M

NASA Causeway Bridge Replacement	$3,545,949	$0	$0	$0	$0	$3,545,949	Federal Funding	M
Resurfacing SR-406 from I-95 to Forrell Ave	$10,249	$0	$0	$4,833,762	$0	$4,844,011	State Funding	M
SR5 (US1) from Railroad Bridge to Grace St	$64,356	$0	$0	$0	$0	$64,356	State Funding	M
Resurfacing SR405 FROM SR 50 TO E. OF SR 5 (US 1) & SR 50 at I-95 Interchange	$71,796	$0	$0	$0	$0	$71,796	State Funding	M
Underdrain Improvements	$0	$268,000	$286,000	$307,000	$317,000	$1,178,000	General Fund	M
Whiteway Expansion	$0	$140,000	$4,506,000	$2,942,000	$0	$7,588,000	General Fund	M
Whiteway Replacement	$0	$1,338,000	$8,915,000	$0	$0	$10,253,000	General Fund	M
Total	$51,688,207	$57,348,207	$16,077,170	$9,384,762	$1,661,000	$84,640,969		
General Fund = City of Titusville General Fund								

Growth = G
Maintain LOS = M

(Ord. No. 57-2023, § 1(Att. 1), 12/12/2023; Ord. No. 48-2024, § 1(Att. 1), 12/16/2024; Ord. No. 3-2026, § 1(Att. 1), 2/10/2026)

5 Year Schedule of Capital Improvements for Stormwater

Table A.5 Stormwater								
Project	FY 26	FY 27	FY 28	FY 29	FY 30	Total Cost	Funding Source	Growth/Maintain Existing LOS
Plate Tamper	$20,700	$0	$0	$0	$0	$20,700	SW Utility	M
Total	$20,700	$0	$0	$0	$0	$20,700		
SW Utility= City of Titusville revenue from the stormwater utility								

Growth = G
Maintain LOS = M
BMAP = Basin Management Action Plan

(Ord. No. 57-2023, § 1(Att. 1), 12/12/2023; Ord. No. 48-2024, § 1(Att. 1), 12/16/2024; Ord. No. 3-2026, § 1(Att. 1), 2/10/2026)

5 Year Schedule of Capital Improvements for Solid Waste

Table A.6 Solid Waste								
Project	FY 26	FY 27	FY 28	FY 29	FY 30	Total Cost	Funding Source	Growth/ Maintain

								Existing LOS
Two (2) Automated Sideloader (replacement)	$855,000	$0	$0	$0	$0	$855,000	Solid Waste	M
Front End Loader (replacement)	$387,900	$0	$0	$0	$0	$387,900	Solid Waste	M
Total	$1,242,900	$0	$0	$0	$0	$1,242,900	Solid Waste	
General Fund= City of Titusville General Fund								

Growth = G
Maintain LOS = M

(Ord. No. 57-2023, § 1(Att. 1), 12/12/2023; Ord. No. 48-2024, § 1(Att. 1), 12/16/2024; Ord. No. 3-2026, § 1(Att. 1), 2/10/2026)

RECREATION AND OPEN SPACE ELEMENT

RECREATION AND OPEN SPACE ELEMENT

GOAL 1:

To provide open space and recreation as an essential element needed for the betterment of the City's character and quality of urban life. The City shall plan for public use development projects when applicable (i.e., small parks, nature walks, passive recreation, etc.) and explore the funding alternatives to acquire such tracts for open space through practical means.

Objective 1.1:

The City shall ensure that the public has reasonable access to water bodies, trail systems (bicycle, pedestrian, aquatic, and equestrian trails) and all recreational opportunities and facilities.

Policy 1.1.1:

The City shall enhance and improve the accessibility of parks and recreational facilities while protecting their quality.

Strategy 1.1.1.1:

Ensuring that facilities are accessible by the handicapped (handicapped parking, ramps, etc.).

Strategy 1.1.1.2:

Developing in coordination with the Space Coast Transportation Planning Organization a comprehensive Bicycle and Pedestrian Plan to ensure the accessibility of all recreational opportunity.

Strategy 1.1.1.3:

The City shall ensure the public access to water bodies, trails systems and all recreational opportunities through access acquisition and/or requirements for access.

Strategy 1.1.1.4:

The City shall develop a Trail Plan that will analyze all the potential opportunities for future trail development and connectivity. The City will participate in intergovernmental coordination activities and partner with public and private entities to further the planned trail system.

Policy 1.1.2:

The City shall preserve existing water accessways, such as the Indian River Lagoon, Fox Lake and South Lake, and the view corridor through development controls and acquisitions.

Policy 1.1.3:

The City shall continue to develop greenways and trails and connect them to regional trails as identified.

Policy 1.1.4:

The City shall maintain and/or improve access to waterways, such as the Indian River Lagoon, Fox Lake and South Lake.

Strategy 1.1.4.1:

The City shall consider all funding mechanisms such as public referendum, grants and donations to acquire waterfront property for public use and enjoyment.

Strategy 1.1.4.2:

The City shall maintain and expand its current recreational parks along the waterfront, consistent with the Waterfront Master Plan.

Strategy 1.1.4.3:

The City shall ensure ample, functional boat ramps are adjacent to waterfront parks to meet the current and future demands of the public. The City shall take a proactive stance toward acquiring and developing additional boat ramp facilities within the City.

Policy 1.1.5:

The City shall consider establishing and maintaining an inventory of green spaces and identifying strategic opportunities to expand recreational access.

Policy 1.1.6:

Future planning, design, and acquisition of open space shall aim to maximize the diverse functions of open space, including its role in providing recreational opportunities, protecting natural resources, enhancing community character, supporting public health, preserving scenic views, managing stormwater, and contributing to climate resilience.

Objective 1.2:

The City shall ensure that current and future open space uses are compatible and continuous with the physical characteristics of the area and with the adjacent land uses and features of the area.

Policy 1.2.1:

The City shall design parks that are compatible to various segments of the population and the ecosystem.

Policy 1.2.2:

The City shall design parks so one (1) particular use does not destroy the value of the site for other intended purposes.

Policy 1.2.3:

The City shall give consideration to the impacts on surrounding areas of new park sites (transportation, character of adjacent property, noise activity level, etc.).

GOAL 2:

To acquire and preserve within budgetary limits any and all areas identified within this plan to be natural open space for recreational purposes.

Objective 2.1:

To preserve areas with open space and recreation potential for the current and future needs of the City.

Policy 2.1.1:

The purchase of land for parks, recreation, conservation and open space shall be based upon comprehensive and coordinated short and long term plans. The following criteria shall apply in the implementation of this policy.

Strategy 2.1.1.1:

The City shall develop a short term and long term land acquisition plan for park, recreation, conservation and open space areas.

Strategy 2.1.1.2:

Priorities will be assigned to acquire recreational land/facilities in areas identified as being deficient.

Strategy 2.1.1.3:

Potential recreational areas most vulnerable to immediate development shall be identified and given 'highest' priority for acquisition.

Strategy 2.1.1.4:

The City shall attempt to acquire or reserve future park sites and recreational areas in advance of new development to optimize locational advantages and ensure preservation for public use at the least tax payers cost.

Strategy 2.1.1.5:

The City shall attempt to acquire or reserve open space areas which would conserve or preserve certain natural, geologic, or historic resource elements, maintain natural processes, restore or enhance degraded natural areas, or protect environmentally sensitive areas.

Policy 2.1.2:

The City shall establish selection criteria in order to set priorities for acquisition/preservation of recreation and open space lands. This criteria shall contain, as a minimum, the following.

1. Maximum Utility — a measure of the number of recreational activities for which natural features of the site are suitable, the more possible uses of the site, the greater its suitability for park purposes.
2. Aesthetic Quality — a measure of amenity values due to the existence of steep slope, forests, water, historic association, or other identified feature.
3. Cost — a measure of land value.
4. Supply and Demand — measured as a ratio between the supply of available parks and the measure of demand for recreation taken from a survey and estimated for each of a number of subareas of the city; areas of high demand relative to supply are given higher priority.
5. Other Facilities — a measure as proximity to major existing City, County, State or Federal recreation facilities; the higher the proximity to such existing facilities, the lower the priority for a City park at the location, unless the property provided greenway and trail connectivity.
6. Accessibility — measured as proximity to people and transportation facilities; the better the accessibility, the higher the suitability of a site for a City park.
7. Threat of Loss — measured by potential for urban development; the greater the development pressure, the higher the priority to acquire the site for parkland/open space.

8. Open Space properties which have a diversity of natural resources.
9. Properties that are of ecological, historical or archaeological value.

Policy 2.1.3:

The City shall study the feasibility of publicly owned surplus property for park and open space before attempting to sell currently owned parcels.

Policy 2.1.4:

Open spaces, defined as any land, air, or water surface that affords unobstructed physical movement and is relatively free of defacing man-made structural mass, shall be provided within urbanized areas for the aesthetic, health, environmental and economic benefits. Open Space shall be provided through the utilization of the following mechanisms:

Strategy 2.1.4.1:

Acquisitions, conservation easements, donations, incentives and identification of these areas shall be by posting and located on site.

Strategy 2.1.4.2:

Each park shall have an identification located on-site.

Policy 2.1.5:

The City shall continue to promote maintenance of park land resources and recreation facilities consistent with the level of service of eight (8) acres of park land per one thousand (1,000) residents within the City limits. This level of service will be used in reviewing the impacts of new development and redevelopment upon the provision of public recreational facilities, and the inventory shall include local, state and federal parks and open space lands that are accessible to the public.

Policy 2.1.6:

The City shall establish a level of service standard for trails, bicycles and greenways as part of the City's Parks and Greenways Plan as provided for in Policy 2.5.6.

Policy 2.1.7:

The City shall require citizen participation opportunities in all recreational planning activities in order to assess perceived needs.

Objective 2.2:

The City shall encourage the provision of open space by public and private enterprise.

Policy 2.2.1:

The City shall examine all possible private and public resources to enhance its current and future recreation/open space areas including:

- Land acquisition.
- Development of areas and facilities.
- Technical and advisory services.
- Consumer education.
- Research and planning.
- Donations and incentives.

Policy 2.2.2:

The City shall encourage the development of recreational/open space areas on private property by:

Strategy 2.2.2.1:

The City shall adopt incentives for private landowners to donate or set aside land for recreational and cultural purposes, visual corridors, and open space.

Strategy 2.2.2.2:

Education of development/real estate interests as to the benefits of providing these amenities to its prospective tenants.

Strategy 2.2.2.3:

The City shall cooperate with private developers who are attempting to provide recreational opportunity not available within the City in order to encourage its provision and to open the facility to the general public.

Objective 2.3:

The City shall participate in the coordination between all involved governmental agencies with respect to providing open space and recreational facilities and activities.

Policy 2.3.1:

Recreational programs and recreational facility development shall be effectively coordinated to provide the most cost effective services to the public. The following strategies shall apply in the implementation of this policy:

Strategy 2.3.1.1:

The City shall periodically review interlocal agreements that have been established for the provision of parks and recreational facilities and programs.

Strategy 2.3.1.2:

The City shall ensure that local planning of park and recreational facilities is coordinated with the Brevard County School Board and Brevard County.

Strategy 2.3.1.3:

The City shall encourage the development of an "ALL CHILDRENS PLAYGROUND" (designed for both normal and handicapped children).

Objective 2.4:

The City shall ensure well-managed recreational/open space area.

Policy 2.4.1:

The City shall select and maintain facility equipment and site amenities that are durable and of good quality.

Strategy 2.4.1.1:

Periodic inventories and inspections shall be conducted to evaluate the condition of facilities.

Policy 2.4.2:

The City shall locate its recreation areas in places that will get maximum uses (i.e., distribute according to density and identifiable neighborhood needs).

Policy 2.4.3:

The City shall associate or separate activities appropriately in order to sustain minimal conflicts with various groups using the recreational facility.

Policy 2.4.4:

As funds become available, the City will continue to implement the goals, objectives and strategies of the Waterfront Master Plan.

Policy 2.4.5:

The City shall develop a City-wide park and greenway plan by 2015 to link greenway, trails and park system within the City and link them to regional trails, other state parks and conservation area.

Objective 2.5: Ecotourism.

The City shall develop a basis for a sustainable tourism economy based on the City's natural, ecological, cultural and scientific resources.

Policy 2.5.1:

The City shall promote and encourage the development of an ecotourism based recreation industry through the continuous protection of the quality of the City's resources to enhance visitors' experience.

Policy 2.5.2:

The City shall promote the use of sustainable construction techniques for tourism related facilities and encourage educational programs to highlight such sustainable techniques.

Policy 2.5.3:

The City shall coordinate with Brevard, Seminole, and Orange counties, SJRWMD, National Park Service, FFWCC, NASA to locate regional base ecotourism facilities and enhance the City's position as gateway to Canaveral Seashore, the Indian River Lagoon and the St. Johns River.

PUBLIC SCHOOL FACILITIES ELEMENT

PUBLIC SCHOOL FACILITIES ELEMENT

GOAL 1:

To provide a public school system that offers a high quality educational environment, provides accessibility for all of its students, and ensures adequate school capacity to accommodate enrollment demand THROUGH the IMPLEMENTATION OF THE *INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING AND SCHOOL CONCURRENCY.*

Objective 1.1:

Maintain and implement the Interlocal Agreement for Public School Facility Planning and School Concurrency. This agreement was adopted in June of 2014, by the Brevard County Board of County Commissioners, School Board of Brevard County, and the Cities or Towns of Cape Canaveral, Cocoa, Cocoa Beach, Grant-Valkaria, Indialantic, Indian Harbour Beach, Malabar, Melbourne, Melbourne Beach, Palm Bay, Rockledge, Satellite Beach, Titusville, and West Melbourne.

Policy 1.1.1:

If the Interlocal Agreement is terminated for any reason, the City, in coordination with the School Board of Brevard County, will adopt policies to ensure the continued provision of educational facilities within the City at Levels of Service as determined by the City and School Board of Brevard County.

Policy 1.1.2:

The City shall adopt, by reference, the Five Year District Facilities Work Program as part of the annual update to the Capital Improvements Program of the Capital Improvements Element.

Objective 1.2:

All new public schools built within the City will be coordinated with the School District to be consistent with the City's Future Land Element and Future Land Use Map designation to ensure facilities are proximate to appropriate existing and future land uses, serve as community focal points, are co-located with other appropriate public facilities, discourage urban sprawl, and will have needed supporting infrastructure.

Policy 1.2.1:

The City, in conjunction with the School District, shall jointly determine the need for, and timing of, on-site and off-site improvements necessary to support a new school.

Policy 1.2.2:

The City shall enter into an agreement with the School Board identifying the timing, location, and the party or parties responsible for the planning, constructing, operating, and maintaining off-site improvements necessary to support a new school or school improvement to ensure that the necessary infrastructure is in place prior to or concurrent with construction.

Policy 1.2.3:

The City shall coordinate with the School District to facilitate the location of new schools which are proximate and convenient to existing residential areas, areas of projected residential growth, and require minimal additional public infrastructure.

Policy 1.2.4:

The City shall encourage the location of schools near residential areas by:

A. Assisting the School District in the identification of funding and/or construction opportunities (including developer participation or City capital budget expenditures) for sidewalks, traffic signalization, access, water, sewer, drainage and other infrastructure improvements.

B. Reviewing and providing comments on all new school sites including the compatibility and integration of new schools with surrounding land uses.

C. Elementary, middle and high schools shall be allowed in all Land use designations except Industrial, Planned Industrial Park and Conservation land use designations. Existing elementary, middle and high schools shall be considered as permitted with their respective land use designation and future elementary, middle and high schools shall be required to comply with this policy. The City of Titusville will ensure the availability of lands within these land use designations to site future public schools.

Policy 1.2.5:

The City, in conjunction with the School District, shall seek opportunities to co-locate schools with public facilities, such as parks, libraries, and community centers, as the need for these facilities is identified.

Policy 1.2.6:

If land is dedicated to the City for the purposes of use as a public or charter school, the City shall provide credit towards any impact fees for public education facilities associated with the development, per F.S. 163.3180.

Evaluation and Appraisal Review (EAR)

March 2026 Update

City Council Presentation Meeting
March 24, 2026

Background

- Public meetings held June & July 2025
- City Council transmitted EAR October 2025
- State review completed January 2026

EAR Status

- Conflicts with Chapter 2025-19
- “More restrictive or burdensome” or “(R&B)”
- Null and void

EAR Status

Chapter 2025-190 provides:

> Section 28. (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land redevelopment regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, an any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to August 1, 2024.

For the reasons outlined herein, the City of Titusville's proposed amendment is more restrictive or burdensome, making it null and void ab initio, pursuant to Section 28 of Chapter 2025-190, L.O.F.

Policies that ARE more R&B

- FLU Policy 1.5.8
- Transportation Policies 1.10.1-1.10.5
- Conservation Strategy 1.2.1.2

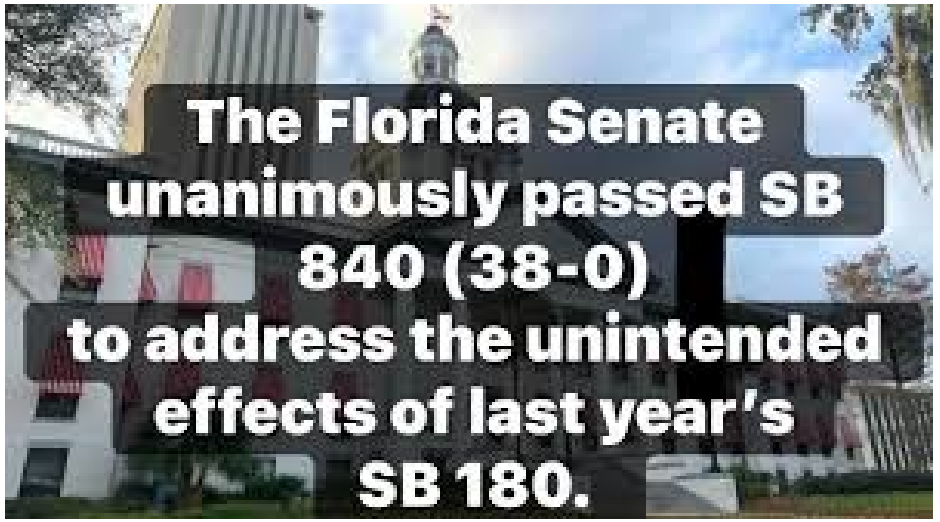
Policies that are <u>POTENTIALLY</u> more R&B

- Conservation Policy 1.2.6
- Capital Improvements Policy 1.3.6

Potential Legislative Changes

Senate Bill 840: “Land Use Regulations for Local Governments Affected by Natural Disasters”

- Amends Sunset Date in Chapter 2025-19:
  October 1, 2027 to **June 30, 2026**
- Passed in the Florida Senate
- No action in the Florida House



(Ord. No. 35-2024, § 2, 10/15/2024)

Policy 1.5.8:

~~Encourage~~ Require Florida-friendly™ plant materials for all new development, prohibit the planting of invasive exotic plants, and incentivize the use of ~~and~~ native vegetation as the primary design element in new landscaping. Promote Brevard-Native plant species and the use of plantings appropriate to the unique climatic conditions of Titusville and appropriate for the specific planting conditions to minimize maintenance and encourage plant health.

(Ord. No. 35-2024, § 2, 10/15/2024)

Objective 1.6: Inconsistent Land Uses.

Encourage the elimination or reduction of land uses, which are inconsistent with the Comprehensive Plan and gradually reduce them toward eventual elimination.

Policy 1.6.1:

New development shall be consistent with the guidelines of the Future Land Use Element and Future Land Use Map.

Policy 1.6.2:

The City shall actively work toward the elimination of inconsistent land use.

Strategy 1.6.2.1:

The City shall utilize the administrative rezoning process to bring the zoning into conformity with the Future Land Use Map after adoption of this comprehensive plan.

Policy 1.6.3:

Expansion or replacement of land uses, which are incompatible with the Land Use Plan/Map, shall be prohibited according to the City's land development regulations.

Policy 1.6.4:

Regulation for buffering of incompatible land uses shall be set forth in the City's land development regulations.

Objective 1.7: Urban Sprawl.

The City of Titusville shall discourage the proliferation of urban sprawl through the appropriate land use designation on the land use map.

Strategy 1.9.2.2:

Motor vehicle traffic should be calmed to a speed that complements a safe and comfortable pedestrian and bicycle precinct.

Strategy 1.9.2.3:

Downtown should have shaded walkways, sidewalks and plazas to allow pedestrians to comfortably navigate downtown in hot weather.

Strategy 1.9.2.4:

Bikeways providing access to various destinations in Downtown should be appropriate for riders of various ages and abilities and connect to existing and proposed trail networks.

(Ord. No. 34-2024, § 3, 10/15/2024)

Objective 1.10

The City shall manage access to roadways in a manner that increases safety for cyclists and pedestrians, reduces vehicle trips on major roadways, and preserves the integrity of the transportation system with effective connectivity.

Policy 1.10.1

The City shall adopt and maintain access management ordinances and supporting design standards to control the location, spacing, operation and design of access connections and median openings. Development access shall be designed to protect service volume, safety, and operating characteristics of transportation facilities that it impacts, considering impacts to all modes and users.

Policy 1.10.2

Properties under the same ownership, consolidated for development, or part of phased development plans shall be considered one property for the purposes of access management. Private access points to such developments shall be the minimum necessary to provide reasonable access, rather than the maximum available for that property frontage.

Policy 1.10.3

The creation of new streets, or private drives which are functionally equivalent to streets, that increase multi-modal connectivity consistent with intersection spacing criteria shall be preferred over the creation of driveways serving a single property or development.

Policy 1.10.4

In order to reduce access points on the street system, driveways shall be eliminated when the area served can be connected within the site.

Policy 1.10.5

A driveway over a regional trail may only be considered after all other alternatives are exhausted.

Policy 1.1.9:

When one (1) or more individuals of state or federal listed wildlife species are found on a site undergoing development activities for which no management plan has been adopted, said activities shall cease until a management plan has been prepared by the developers and found to be acceptable by the City.

Policy 1.1.10:

The City shall protect existing natural reservations including recreation and publicly protected conservation lands according to the strategies set forth in the Recreation and Open Space Element.

Policy 1.1.11:

All costs for restoring environmentally damaged areas shall be borne by the party directly responsible for the damage. Mitigation (wetlands/seagrass) shall occur as per State and Federal regulations. If within a reasonable time, for the particular plant species, mitigation has not been successful, the responsible party shall replant or act to "mitigate" the problem.

Objective 1.2: Native Vegetation and Trees.

The City shall preserve and protect trees and native vegetation.

Policy 1.2.1:

Assure the maintenance and conservation of trees and native vegetation within the City, through the continued maintenance of trees within City properties and through the site plan review process for new development.

Strategy 1.2.1.1:

The City will prevent clear cutting of land by requiring new developments to integrate existing healthy non-exotic vegetation into landscape plans.

Strategy 1.2.1.2:

~~Landscape plans and plant materials required of new development~~ The City shall promote the use of native plant species in new landscape installations and ~~avoid the planting of exotic plants known to create nuisances~~ prohibit the planting of invasive exotic plants.

Policy 1.2.2:

The City recognizes the value of trees as an important community resource. The City shall define criteria for these trees and adopt land development regulations to be enforced through the permitting process and the City tree ordinance to afford them adequate protection during development. These regulations at a minimum shall include:

a. Allowing developers latitude in some cases to devise alternative strategies to save and preserve these trees during development;

b. Levy of fines for the unlawful removal or damage to these trees as provided by the Land Development Regulations (LDR's); and

c. Protection zone requirements to protect these trees before during and after construction.

Policy 1.2.3:

The City will not allow the total removal of vegetation during land development. New development applications and landscape plans shall emphasize the maintenance of indigenous vegetation, rather than clearing and replanting.

Policy 1.2.4: Removal of exotics and nuisances.

Nuisance and exotics listed as either Type I or Type II invasive exotics in the Florida Exotic Pest Plant Council (EFPPC) shall be removed from development sites prior to final acceptance of the permitted improvements.

Policy 1.2.5:

The City shall ensure the protection and preservation of high quality native ecosystems through acquisition whenever it is economically feasible. The City shall also support cooperative land acquisition efforts for protection of the environment.

Policy 1.2.6

The City shall develop and maintain an Urban Forest Management Plan to support the expansion of the City's urban tree canopy.

Strategy 1.2.6.1

The City shall continue to pursue the Tree City USA "Growth Award" annually through enhanced tree preservation and planting.

Objective 1.3:

To consider soil as a non-renewable resource and to promote and encourage the protection and management of this resource to ensure it's longevity by controlling the encroachment of urbanization on land poorly suited for structural development.

Policy 1.3.1:

During land clearing and site preparation, wetting operations or other soil treatment techniques appropriate for controlling unconfirmed emissions (including seeding and mulching of disturbed areas) shall be undertaken and implemented by the developer.

Policy 1.3.2:

Development of land shall take into consideration natural constraints such as flood hazard, wetlands, soil suitability and aquifer recharge potential, and shall be restricted depending upon the severity of those constraints.

Policy 1.3.3

The City may establish standards in the land development code to reduce or waive impact fees for projects that provide affordable housing, consistent with Policy 1.2.1 of the Housing Element, for households meeting the following income requirements:

a) Low Income (at or below 80% of AMI)

b) Very Low Income (at or below 50% of AMI)

c) Extremely Low Income (at or below 30% of AMI)

Policy 1.3.4

Impact fees may not be charged to current or pending permit applications submitted before the effective date of an ordinance or resolution imposing such impact fee per F.S. 163.3180(6)(h)2.b.

Policy 1.3.5

The City shall submit a financial report to the State of all impact fees charged and credited each year per F.S. 163.31801.

Policy 1.3.6

The City shall consider adopting a mobility plan and fee to fund multi-modal transportation projects.

Objective 1.4:

The City will manage its fiscal resources to ensure the provision of needed capital improvements for previously issued development orders and for future development and redevelopment.

Policy 1.4.1:

The City shall require that all facilities needed to serve development for which development orders were previously issued are available concurrent with the impacts of said development.

Policy 1.4.2:

The City shall continue to adopt a five-year capital improvement program including an annual capital budget as part of its budgeting process.

(CPA 01-1A9c)

Policy 1.4.3:

The City may transfer the unexpended balance from one fund to another fund for service provision and maintenance of surplus funds are evident, subject to applicable law.

MEMORANDUM

City of Titusville Draft DIA Update

To: City of Titusville

From: Kimley-Horn and Associates, Inc.

Date: 8/18/2025

Subject: Memorandum for the City of Titusville Data Inventory and Analysis (DIA) Update

Population

Current Population

According to the U.S. Census Bureau's American Community Survey (ACS), the population of the City of Titusville was 49,004. This is a slight increase from the 2020 Decennial Census count of 48,789. Brevard County's American Community Survey population was 643,979 in 2023. Titusville's population is 7.6% of Brevard's total population.

Population Projections

Population projections for the next 25 years are estimated using the University of Florida's Bureau of Economic and Business Research (BEBR) and Florida Clearinghouse (Shimberg) data.

Table 1: Population Projections 2030 - 2050

	2023	2030	2035	2040	2045	2050
Titusville Projected Population (Shimberg)	49,004	52,962	54,406	55,334	55,916	56,280
Titusville Share of County Population	7.6%	7.6%	7.5%	7.3%	7.2%	7.1%
Brevard County Total Population (Shimberg)	643,979	694,602	724,597	748,303	767,692	784,500
Brevard County Total Population (BEBR)	643,979	694,600	724,600	748,300	767,700	784,500

Source: Florida Clearinghouse (Shimberg); University of Florida's Bureau of Economic and Business Research (BEBR)

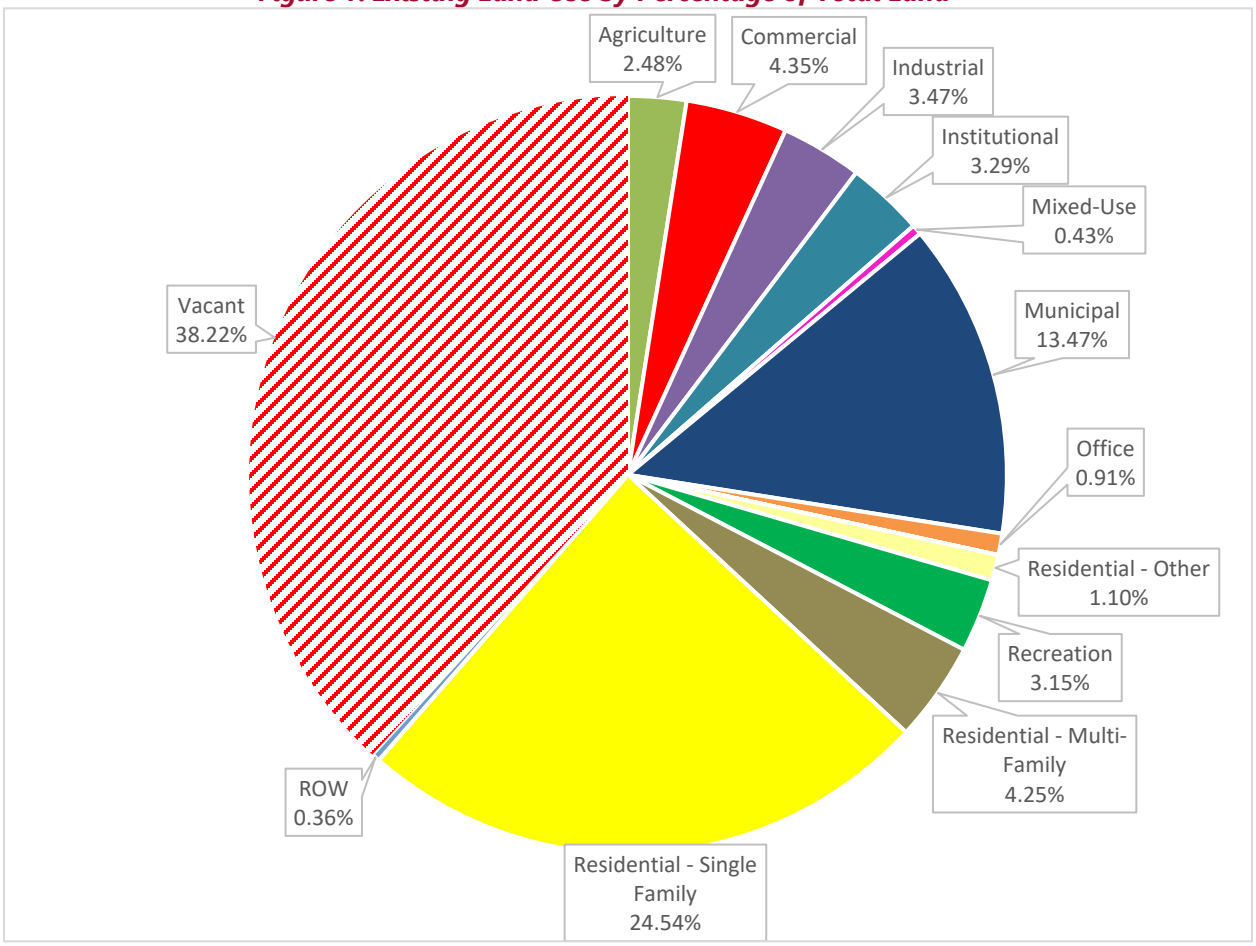
The data from BEBR only estimates the County's total population for the next 25-year planning horizon. The estimate used was the "medium" projection for the County. Table 1 above shows that the 2050 projections for BEBR and Shimberg were the same (with BEBR's number rounded to the 100s) for

the County. Because Shimberg gives projections for the City's population, the rest of the calculations within this report will use Shimberg's estimates for the City.

Existing Land Use

The existing land use in the City primarily consists of Vacant and Single-Family Residential uses. Chart 1 below is a breakdown of the existing land uses by their percentage of the total acreage within the City. Appended to this document, the Existing Land Use Map shows where those uses are within the City.

Figure 1: Existing Land Use by Percentage of Total Land



Holding Capacity

To plan for the growth of the City, a holding capacity analysis was conducted identifying vacant parcels with Future Land Use (FLU) designations that allow residential. Table 2 shows each FLU designation, the maximum number of dwelling units per acre (du/ac) allowed for that designation, and the vacant lots that currently have no development. This analysis did not account for parcels that are already developed but could be redeveloped, as well as parcels with a PUD designation. The Titusville Land Development Code defines density based on gross acreage. For this exercise, upland density was calculated to create a more conservative estimate of likely development potential. Upland acres exclude wetlands and water bodies to reflect the number of buildable acres for each lot. Based on the analysis, if the upland portions of currently vacant lots with a residential FLU designation were to be built to maximum density, the City could accommodate 10,581 more dwelling units.

Table 2: Vacant Residential FLU Parcels Development Maximum

FLU Name	Max Density (du/ac)	# of vacant lots	Max Units	Upland Acres
Downtown Mixed-Use	20[1]	36	260[2]	13.85
High Density Residential	15	268	2,190	154.92
Low Density Residential	5	346	1,193	266.42
Medium Density Residential	10	299	1,108	124.44
Residential 1	1	21	22	28.51
Residential 2	2	136	19	33.79
Regional Mixed-Use[3]	40	205	5,720	289.86
Shoreline Mixed-Use	20	2	5	0.31
Urban Mixed-Use	15	2	8	0.62
US-1 Corridor[4]	15	16	56	4.25
		1,331	10,581	916.97

1. *Maximum density can be up to 30 du/ac in 2 of the 3 subdistricts. The lesser was chosen for simplicity of the calculation. See also note 2.*

2. *This calculation does not include the density pool for the DMU-Downtown subdistrict, which can allow 2,000 additional units. Due to the small number of vacant acres in the Downtown subdistrict, new units under this provision would likely be part of redevelopment, which was not considered in this analysis.*
3. *Only 50% of the site may be any single land use in the Regional Mixed-Use designation, limiting the density to only apply to half of the acreage available. This calculation was done assuming the multi-family land use was maximized at 50%.*
4. *The Gateway Corridor Overlay allows incentive bonuses of up to 40 dwelling units per acre, along specified roadways. This overlay applies to US-1, Shoreline Mixed-Use, and Downtown Mixed-Use. Incentive bonuses were not considered in this analysis.*

Sources: Florida Clearinghouse (Shimberg); City of Titusville Florida Comprehensive Plan; Titusville GIS Data Library

Using the total number of units from the Holding Capacity calculation (10,581) and applying the average number of people per household within Brevard County of 2.3, Titusville could accommodate up to **24,336** more people by 2050. When accounting for the estimated population increase from 2023 to 2050 of 7,279 people, the City could have a housing surplus for an additional **17,057** people as shown in Table 3.

Table 3: Holding Capacity

Estimated Holding Capacity	Estimated Population Capacity (2.3 people per unit)	Projected Population Increase (Shimberg)	Surplus Capacity (Population)
10,581 units	**24,336 persons**	**7,279 persons**	**17,057 persons**

Sources: Florida Clearinghouse (Shimberg); City of Titusville Florida Comprehensive Plan; Titusville GIS Data Library

Housing

Housing Stock

The latest available data from the American Community Survey is from 2023, where the total number of existing housing units within the City of Titusville was 23,805 units. Over half of the City's units are single family homes. Based on the medium population projection provided in Table 1 above, the City anticipates 55,916 people by 2045. The current housing stock can accommodate 54,751 people based on the average household size of 2.3 people per household.

Figure 2: City of Titusville Housing Units by Type, 2023 Estimates

Geography	ACS Data Source	Single Family (1 att./detach.)	Multi-family (2 or more)	Mobile Home	Total
Titusville	2019-2023 5-Year	15,705	7,151	949	23,805

Source: Florida Clearinghouse (Shimberg)

Housing Characteristics

The ACS 2023 Estimates, provided in Figure 3 and Table 4 below, show that 14,161 units are owner occupied and 5,484 are renter-occupied.

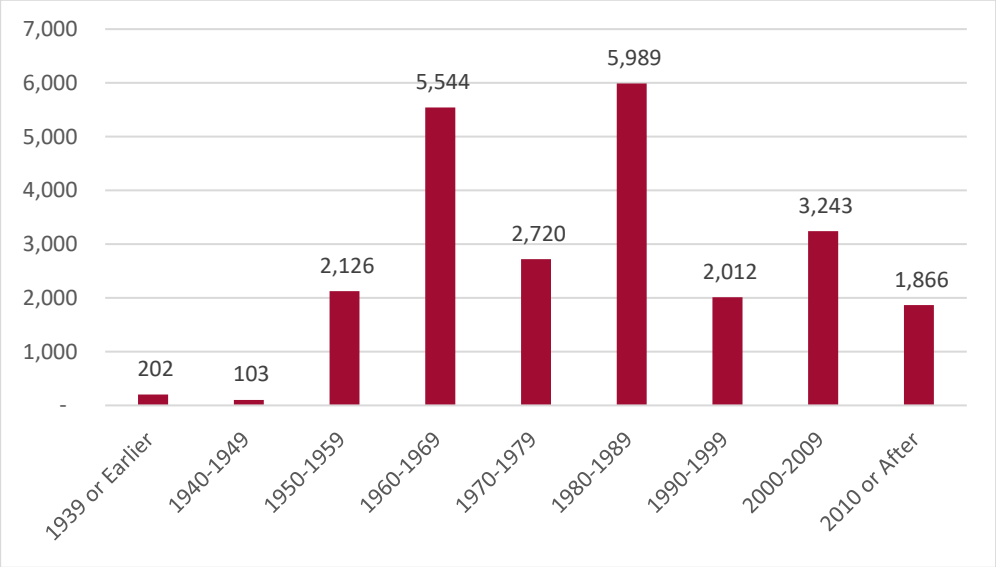
As illustrated in Table 4, 72% of households within the City are occupied by homeowners. 14,161 are owner-occupied households, and 5,484 are renter-occupied households, totaling 19,645 total. As shown in Figure 3, just over 33% of all structures within the City were built prior to 1970, and 21% built since 2000, signifying an older housing stock.

Table 4: City of Titusville Households by Tenure and Age of Householder, 2023 Estimate

Age of Householder	Owners	Renters	Homeownership Rate
15-34	1,333	1,748	43%
35-54	3,860	1,772	69%
55-64	2,631	1,017	72%
65 and older	6,337	947	87%
Total	14,161	5,484	72%

Source: Florida Clearinghouse (Shimberg)

Figure 3: City of Titusville Year Structures Built, 2023 Estimates



Source: Florida Clearinghouse (Shimberg)

Housing Cost, Value, and Affordability

According to the Department of Housing and Urban Development (HUD), housing is considered affordable if the cost, including rent and utilities, is less than 30% of total household income. When a household spends more than 30% of its gross income on housing, it is generally considered to be cost burdened. Households spending more than 50% of their gross income on housing costs are considered severely cost burdened, leaving very limited resources to spend on other needs, such as food, healthcare, childcare, and transportation.

The median household income in Titusville in 2025 was $99,000, according to the U.S. Census. The Area Median Income (AMI) provides an indicator of cost burden and is used to determine eligibility for U.S. Department of Housing and Urban Development (HUD) housing programs. As shown in Table 5, the City of Titusville has 7,442 cost-burdened households with 3,137 households being extremely cost burdened, spending more than 50% of their income on housing costs.

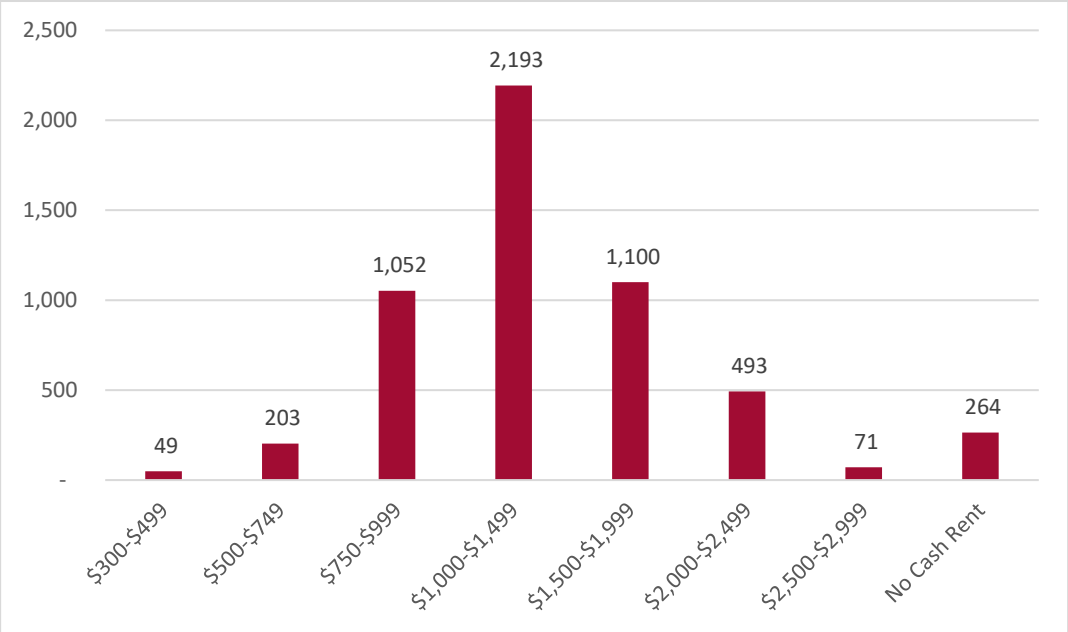
Table 5: City of Titusville Total Households, Cost Burden by Income, 2023 Estimates

	Housing Cost Burden		
Household Income	**30% or less**	**30.1-50%**	**More than 50%**
30% AMI or less	392	322	1,716
30.01-50% AMI	1,081	753	931
50.01-80% AMI	2,552	2,594	455
80.01-100% AMI	1,837	564	35
Greater than 100% AMI	8,230	72	0
Total	14,092	4,305	3,137
% Total	65%	20%	15%

Source: Florida Clearinghouse (Shimberg)

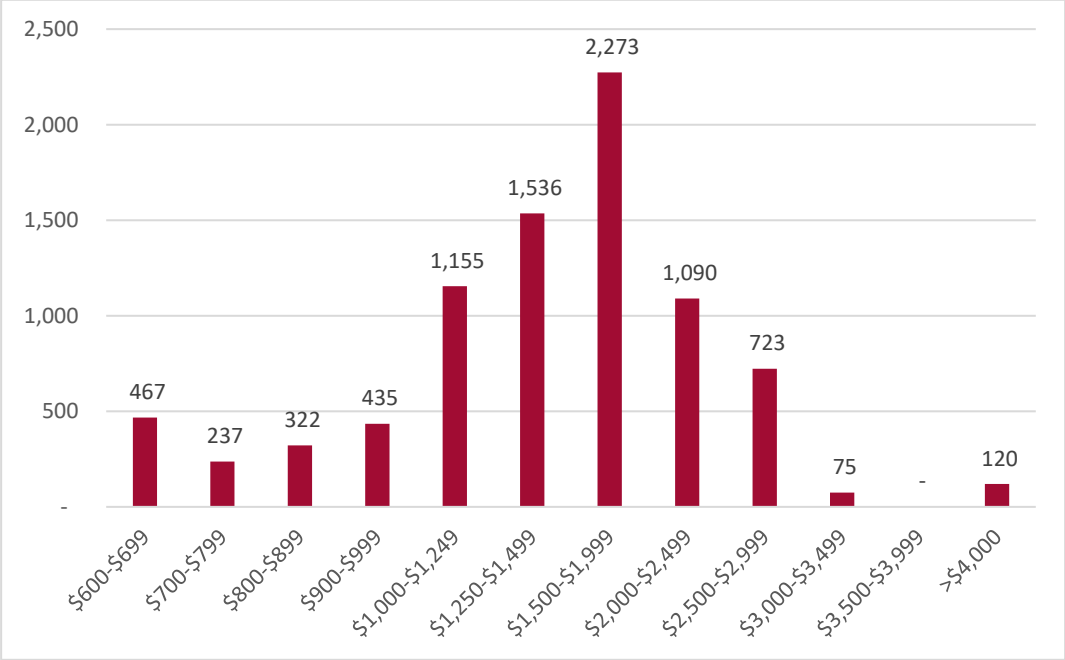
Gross rent includes rent and utilities, and monthly housing cost includes mortgages, taxes, insurance, utilities, and association fees. Approximately 60% of housing rentals within the City fall within the $1,000 - $1,999 range while 44.6% of monthly housing costs in the City fall between $1,000 to $1,999. 33% of the housing stock in the City is valued a more than $300,000.

Figure 4: City of Titusville Renter Households by Gross Rent, 2023 Estimates



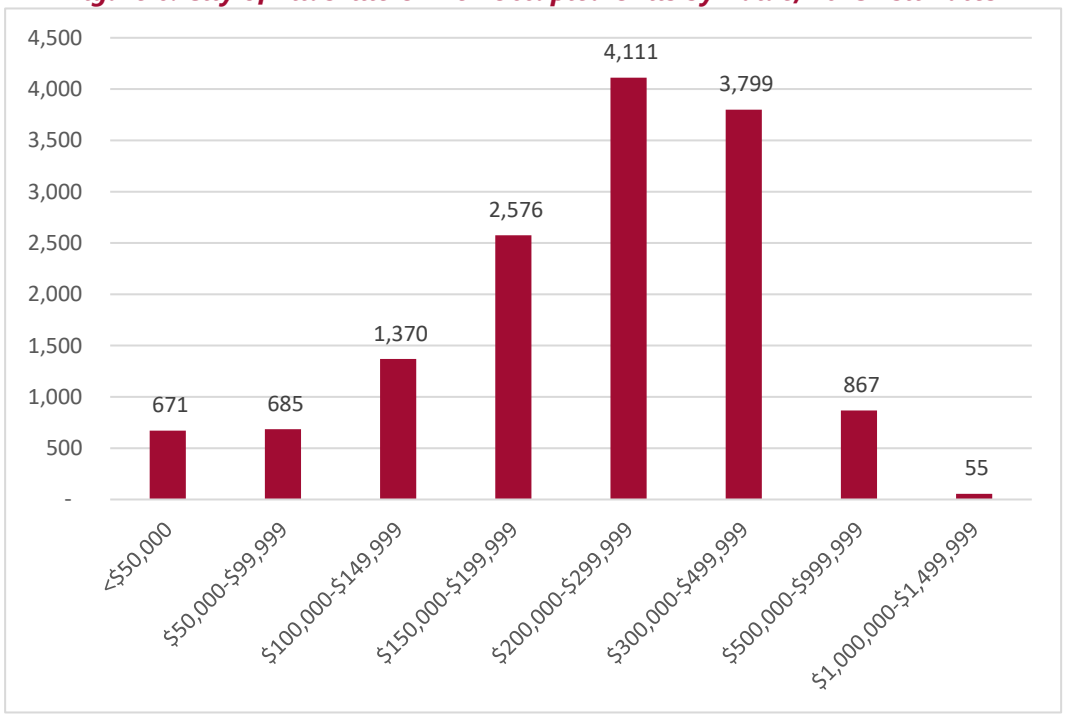
Source: Florida Clearinghouse (Shimberg)

Figure 5: City of Titusville Owner Households Monthly Housing Costs, 2023 Estimates



Source: Florida Clearinghouse (Shimberg)

Figure 6: City of Titusville Owner-Occupied Units by Value, 2023 Estimates



Source: Florida Clearinghouse (Shimberg)

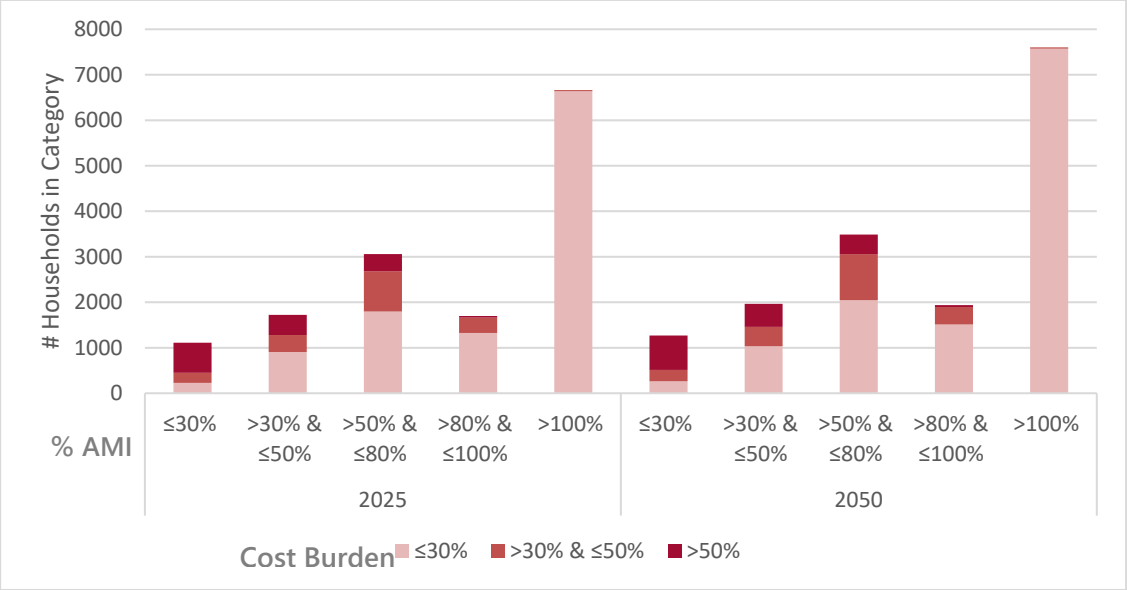
The following projections for cost-burdened households through 2050 indicate a need to provide housing for a range of income levels. The number of households which are cost burdened and severely cost burdened is expected to increase, particularly among lower-income households and renters.

Table 6: Projections in Housing Cost Burden by Area Median Income Group Among Owner Households 2025-2050

Income Group by % AMI	Household Count by Cost Burden		
	≤30%	>30% & ≤50%	>50%
2025			
≤30%	229	219	663
>30% - ≤50%	908	372	444
>50% - ≤80%	1,795	887	377
>80% - ≤100%	1326	337	36
>100%	6640	25	0
2050			
≤30%	262	250	756
>30% - ≤50%	1,035	425	506
>50% - ≤80%	2,047	1,012	430
>80% - ≤100%	1,512	384	41
>100%	7,573	29	0

Source: Florida Clearinghouse (Shimberg)

Figure 7: Projections in Housing Cost Burden by Area Median Income Group Among Owner Households 2025-2050



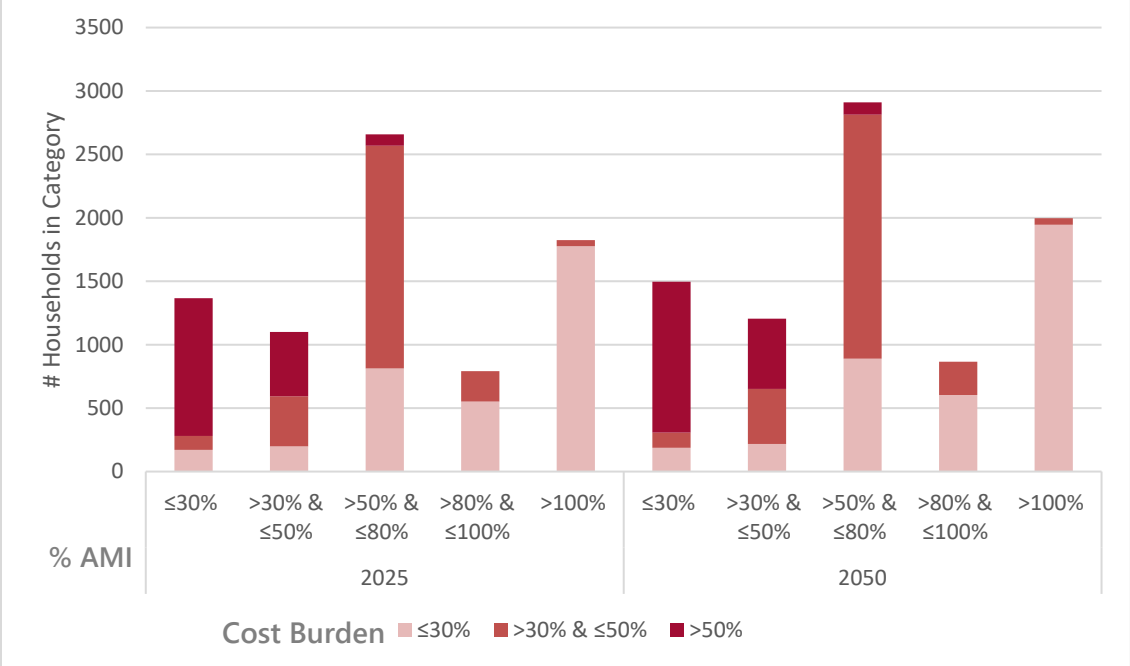
Source: Florida Clearinghouse (Shimberg)

Table 7: Projections in Housing Cost Burden by Area Median Income Group Among Renter Households 2025-2050

Income Group by % AMI	Household Count by Cost Burden		
	≤30%	>30% & ≤50%	>50%
2025			
≤30%	171	109	1,087
>30% - ≤50%	198	396	506
>50% - ≤80%	813	1,756	89
>80% - ≤100%	552	239	0
>100%	1,777	48	0
2050			
≤30%	187	120	1,189
>30% - ≤50%	217	434	554
>50% - ≤80%	890	1,923	97
>80% - ≤100%	604	262	0
>100%	1,945	52	0

Source: Florida Clearinghouse (Shimberg)

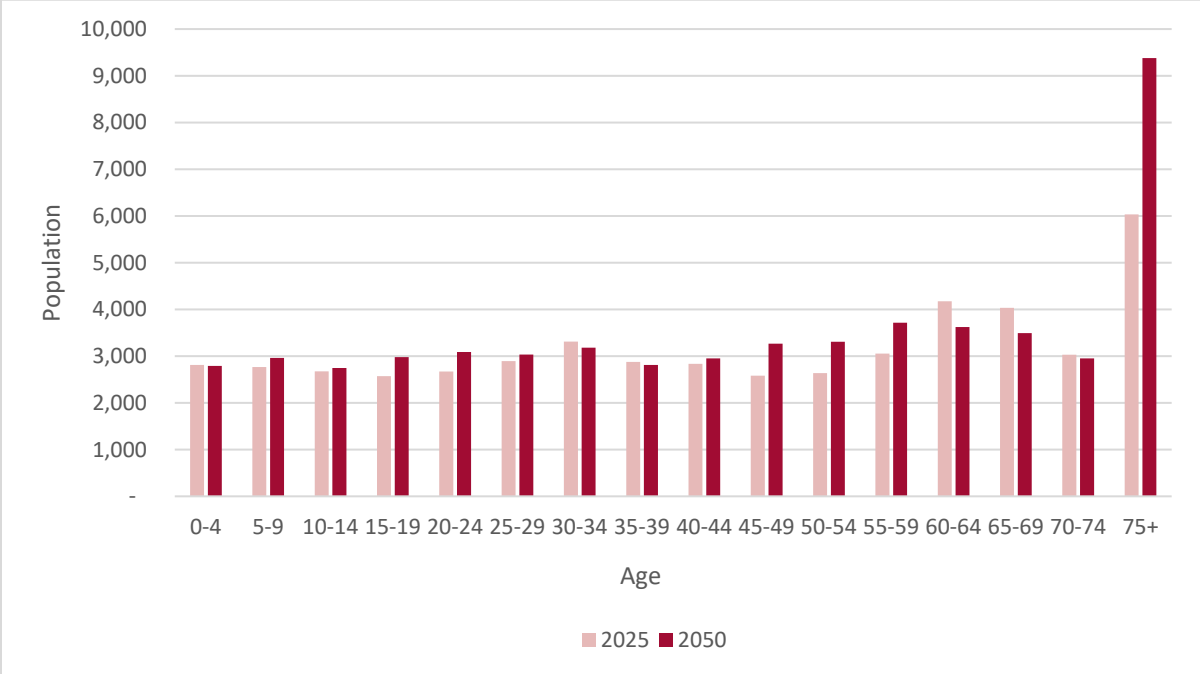
Figure 8: Projections in Housing Cost Burden by Area Median Income Group Among Renter Households 2025-2050



Source: Florida Clearinghouse (Shimberg)

Table 8 indicates a need to provide housing for a variety of age ranges, with the highest rate of increase occurring in the 75+ age group at 36%.

Figure 9: City of Titusville Population Projections by Age, 2025-2050



Source: Florida Clearinghouse (Shimberg)

Data provided by the Shimberg Center for Housing Studies breaks down substandard housing into four different categories: lack of complete kitchen facilities, lack of complete plumbing facilities, overcrowding (more than 1 person per room) and units without fuel. Table 8 provides information regarding the state of substandard housing with the most prevalent issue contributing to substandard housing is overcrowding followed by a lack of complete kitchen facilities.

Table 8: City of Titusville Substandard Housing, 2023 Estimates

Condition	# of Units	% of Units
Occupied Housing Units	23,905	-
Overcrowded (1.01 or More Persons per Room)	217	0.01%
% of Occupied Units Overcrowded	1.1	0.0%
No Fuel Used	307	0.01%
% of Occupied Units without Fuel	1.6	0.0%
Lacking Complete Kitchen Facilities	140	0.01%
% of Occupied Units without Complete Kitchen Facilities	0.6	0.0%
Lacking Complete Plumbing Facilities	-	-
% of Occupied Units without Complete Plumbing Facilities	-	-

Source: Florida Clearinghouse (Shimberg)

There are 12 assisted housing facilities within the City that provide 1,297 units. The target population for these facilities includes the elderly, families, the homeless, and persons with disabilities. Table 9 provides the full inventory of assisted housing facilities.

Table 9: City of Titusville Assisted Housing Inventory, 2023 Estimates

Development Name	Street Address	City	Zip Code	Total Units	Target Population
Apollo Gardens	2727 Demaret Drive	Titusville		84	Homeless; Persons with Disabilities
Canaveral Cove	521 Rockpit Road	Titusville	32796	68	Family
Emerald Place	1000 Tree Lane	Titusville	32780	136	Family
Highland Terrace Group Home Renovation	600 Highland Terrace	Titusville	32796	6	Persons with Disabilities
Luna Trails	1705 S. Deleon Avenue	Titusville	32780	86	Elderly; Family; Link
No Name	502 Collins Ave	Titusville	32796	134	Elderly; Family
Palmetto Ridge Estates	1202 Prairie Lane	Titusville	32780	192	Family
Park Villas	1021 South Park Avenue	Titusville	32780	160	Family
Royal Palms Senior Apts.	911 S Park Ave	Titusville	32780	96	Elderly; Family
Timber Trace - Titusville	628 Timber Trace Lane	Titusville	32780	204	Family
Titusville Towers	405 Indian River Ave	Titusville	32796	121	Elderly; Family
Tropic Hammock	417 Rock Pit Rd	Titusville	32780	10	Homeless
TOTAL				**1,297**	

Source: Florida Clearinghouse (Shimberg)

Levels of Service

Parks and Recreation Level of Service Needs

The majority of the parks within the Titusville city limits are managed by Brevard County Parks and Recreation North Division, and the Brevard County Parks Master Plan. Titusville relies on this partnership with Brevard County to meet its level of service target for parks.

As stated in the Titusville Comprehensive Plan, the target level of service for the City's parks is 8 acres per 1,000 residents. Table 10 shows the anticipated needs based on projected population increase with the targeted 8 acres per 1,000 residents. The current total acreage of parks within Titusville is 858.3 acres, according to the Brevard County Parks and Recreation Department.

Table 10: Parks and Recreation Level of Service Needs

Year	Estimated Population (Shimberg)	Level of Service (Acres per 1,000 residents)	Needed Park Acreage	Existing Park Acreage
2023	49,004	8	392.03	858.3
2035	54,406	8	435.25	858.3
2045	55,916	8	447.33	858.3
2050	56,280	8	450.24	858.3

Sources: Florida Clearinghouse (Shimberg); City of Titusville Florida Comprehensive Plan; Brevard County Parks and Recreation

Titusville currently exceeds the level of service target of 8 acres per 1,000 residents, and that level of service can still be reached with the projected population for 2050. With the 925.47 acres, the current parks within the City could serve up to 107,287 people based on the adopted level of service.

Sanitary Sewer Level of Service

The City's current comprehensive plan lists a level of service of 80 gallons per capita per day for sanitary sewer. The estimated increase in population in 2050 to 56,280 people increases the total gallons per day to 4,502,400. The City also provides out-of-city sanitary sewer service to properties within its Urban Service Area in Unincorporated Brevard County. The City utilizes two water reclamation facilities: Blue Heron and Osprey. Together, their total design capacity can handle 6.75 million gallons per day. Based on these capacities, the City will be able to meet additional demand in 2050.

Table 11: Sanitary Sewer Capacity

Year	Estimated Population	Level of Service (gallons/capita per day)	Total Capacity Needed per Level of Service	Existing Daily Capacity
2023	49,004	80	3,920,320	6,750,000
2035	54,406	80	4,352,480	6,750,000
2045	55,916	80	4,473,280	6,750,000
2050	56,280	80	4,502,400	6,750,000

Sources: Florida Clearinghouse (Shimberg); City of Titusville Florida Comprehensive Plan; City of Titusville website (Titusville.com)

Potable Water Level of Service

The City of Titusville Public Works service area for potable water includes areas outside of the City limits. The population served today is 52,389, which is an additional 1,423 people than the current City population. The current gallons per day flow from the City is 4,539,000 gallons per day.

The City's current comprehensive plan lists a level of service of 81 gallons per capita per day for potable water. The City utilizes 1 water treatment plant, 1 pumping facility, and 3 wellfields to provide 6.5 million gallons of drinking water storage per day.

Table 12: City of Titusville Potable Water Capacity

Year	Estimated Population (Shimberg)	Total Population Served	Level of Service (gallons/capita per day)	Total New Capacity Needed per LOS	Total Gallons per Day Capacity Needed	Existing Daily Capacity
2025	50,966	52,389	81		4,539,000	6,500,000
2035	54,406	55,829	81	278,640	4,817,640	6,500,000
2045	55,916	57,339	81	122,310	4,939,950	6,500,000
2050	56,280	57,703	81	29,484	4,969,434	6,500,000

Sources: Florida Clearinghouse (Shimberg); City of Titusville Florida Comprehensive Plan; City of Titusville website (Titusville.com)

Transportation Demand

The Space Coast TPO 2045 Long-range Transportation Plan (LRTP) is the most recently completed plan of needed transportation improvements for Brevard County and within City of Titusville. The plan was adopted in 2020 and the TPO's 2050 LRTP is currently in development and anticipated to be adopted in September 2025, which will involve an updated assessment of the transportation network in Brevard County.

Projects included on the 2045 LRTP Needs List were input into the Central Florida Regional Planning Model Version 7.0 (CFRPM v7) to identify network deficiencies. The CFRPM v7 relies on the 2017 National Household Travel Survey to provide updated trip generation information.

As shown in Figure 1 below, no roadways have a volume-to-capacity (v/c) greater than 1.0 at the level of service C volume threshold. Improvements to SR 405 remain a priority for the City and the TPO. A study is being conducted on SR 405 as a part of their List of Priority Projects.

Map 1

Source: Space Coast TPO 2045 Long-Range Transportation Plan

Future Land Use

2018 GOP Number	2018 GOP Language	Statutory Change / Is this GOP statutorily REQUIRED?	Recommended Language	Comments/Rationale	City Comments
OVERALL GOP COMMENTS/RECOMMENDATIONS					
Goal 1	**Growth Management and Land Uses.** **To direct growth to suitable areas and regulate land development, to provide for the location and distribution of the most appropriate density and intensity of the land while protecting the public health, safety and welfare.**				
Objective 1.4	**The City of Titusville shall ensure that the City's natural, historic and recreational resources are protected from adverse impacts of development and redevelopment on adjacent lands.**				
Policy 1.4.1	**The City of Titusville shall take steps to identify its historic resources to maximize the City's ability to protect these resources.**	**No**	The City of Titusville shall take steps to identify its historic resources to maximize the City's ability to protect these resources, including but not limited to cultural resources, artifacts, buildings, signs, infrastructure, and cemeteries.	Add detail and clarity.	
Strategy 1.4.1.1	A study shall be conducted to identify the City's historic resources prior to the implementation of Land Development regulations required by this Comprehensive Plan.	No	~~A study shall be conducted~~ The City shall continue to identify the City's historic resources prior to the implementation of Land Development regulations required by this Comprehensive Plan.		
Strategy 1.4.1.2	NEW STRATEGY	No	The City shall coordinate with State programs, such as the Historic Cemeteries Program and Historical Marker Program, to access resources to recognize and preserve the City's historic resources.	Based on public input from PZC Work Session.	
Objective 1.5	**The City shall support the natural environment through sustainable practices and conservation of natural resources.**				
Policy 1.5.8	Encourage Florida-friendly and native vegetation as the primary design element in new landscaping.	No	~~Encourage~~ Require Florida-friendly™ plant materials for all new development, prohibit the planting of invasive exotic plants, and incentivize the use of ~~and~~ native vegetation as the primary design element in new landscaping. Promote the use of plantings appropriate to the unique climatic conditions of Titusville and appropriate for the specific planting conditions to minimize maintenance and encourage plant health.	Based on recommendations from the 2024 Natural Resources Public engagement.	

Objective 1.25	**NEW OBJECTIVE**	**No**	Enhance public access, recreational opportunities, environmental quality, and amenities on the Indian River waterfront to create value for the entire City.	A new objective related to the waterfront supports the goals of Titusville Tomorrow.	
Policy 1.25.1	NEW POLICY	No	Coastal resources should be preserved, restored, and enhanced in accordance with Coastal Management Objective 1.3 to maximize public use and assure the economic viability of the Waterfront in the future.		
Policy 1.25.2	NEW POLICY	No	The City shall work with property owners, not-for-profit groups, and other interested parties to protect existing access points. Securing additional access points to the Indian River Lagoon and other recreational waterbodies should be pursued, where feasible.		
Policy 1.25.1	NEW POLICY	No	The City shall explore opportunities to expand and connect the East Coast Greenway Trail along the waterfront to create a continuous, publicly accessible corridor that accommodates pedestrians and bicyclists.		
	NEW POLICY	No	Waterfront access and recreation should be supported by complementary businesses and development areas should be enhanced by access to waterfront amenities and views.		
Policy 1.25.3	NEW POLICY	No	The City shall encourage the inclusion of public amenities such as benches, shade structures, restrooms, water fountains, and native landscaping in new waterfront development and redevelopment projects.		

Transportation

2018 GOP Number	2018 GOP Language	Statutory Change / Is this GOP statutorily REQUIRED?	Recommended Language	Comments/Rationale	City Comments
OVERALL GOP COMMENTS/RECOMMENDATIONS					
Goal 1	**A safe, convenient and energy efficient transportation system in the City of Titusville that serves the needs of all residents and visitors. The system shall promote multiple modes of transportation for goods and people to encourage stability and an improved quality of life.**				
Objective 1.3	**The City shall strive to provide variety transportation option that includes bicycle, pedestrian and public transit facilities to promote alternative modes of transportation. The City shall provide bicycle and pedestrian ways through development of plans, Land Development Regulations or development controls.**				
Policy 1.3.7	NEW POLICY	No	The City shall encourage the development of a continuous multi-use trail along the Indian River Lagoon through public-private partnerships.	A new policy for trail development supports the goals of Titusville Tomorrow.	
Objective 1.10	NEW OBJECTIVE	No	The City shall manage access to roadways in a manner that increases safety for cyclists and pedestrians, reduces vehicle trips on major roadways, and preserves the integrity of the transportation system with effective connectivity.	Establish an objective and supportive policies to address access management. Reworded from staff draft to clarify intent. Note Reducing VMT is addressed in 1.1.8.	
Policy 1.10.1	NEW POLICY	No	The City of Titusville shall adopt and maintain access management ordinances and supporting design standards to control the location, spacing, operation and design of access connections and median openings. Development access shall be designed to protect service volume, safety, and operating characteristics of transportation facilities that it impacts, considering impacts to all modes and users.	Improved access management standards can help relieve traffic congestions and improve safety.	

Policy 1.10.2	NEW POLICY	No	Properties under the same ownership, consolidated for development, or part of phased development plans shall be considered one property for the purposes of access management. Private access points to such developments shall be the minimum necessary to provide reasonable access, rather than the maximum available for that property frontage.	Reduce driveways that impact roadway function while increasing roadway connectivity at reasonable intervals.	
Policy 1.10.3	NEW POLICY	No	The creation of new streets, or private drives which are functionally equivalent to streets, that increase multi-modal connectivity consistent with intersection spacing criteria shall be preferred over the creation of driveways serving a single property or development.	Ensure connectivity. Ensure policy 1.9.2 doesn't discourage creation of new streets.	
Policy 1.10.4	NEW POLICY	No	In order to reduce access points on the street system, driveways shall be eliminated when the area served can be connected within the site.	Reducing access points improves traffic and pedestrian safety.	
Policy 1.10.5	NEW POLICY	No	A driveway over a regional trail may only be considered after all other alternatives are exhausted.	Driveways crossing regional trails should be minimized to ensure the safety of trail users.	

Housing

2018 GOP Number	2018 GOP Language	Statutory Change / Is this GOP statutorily REQUIRED?	Recommended Language	Comments/Rationale	City Comments
OVERALL GOP COMMENTS/RECOMMENDATIONS					
Goal 1	**The City of Titusville shall, through its comprehensive plan, make provision for adequate and affordable housing that meet the physical and social needs of all segments of the current and future population of the City.**				
Objective 1.1	**The City shall provide an adequate environment for a variety of housing types and price levels for all residents living in or migrating to the area.**				
Policy 1.1.4	NEW	No	The City shall enact programs and regulations to encourage the development of Accessory Dwelling Units (ADUs).	This is an added strategy to support accessory dwelling units as a method of housing	

Infrastructure					
2018 GOP Number	**2018 GOP Language**	**Statutory Change / Is this GOP statutorily REQUIRED?**	**Recommended Changes**	**Comments/Rationale**	**City Comments**
OVERALL GOP COMMENTS/RECOMMENDATIONS					
Goal 2	**The City of Titusville shall provide sanitary sewer, solid waste, drainage and potable water facilities and services to meet existing and projected demands identified in this plan.**				
Objective 2.5	**To ensure public utilities are available at the established level of service standards, the following projects will be undertaken:**				
Policy 2.5.3	NEW		The City shall require that all properties with a density of more than one septic system per acre connect to the centralized sanitary sewer system when capacity becomes available for the respective area, in compliance with the Florida Department of Environmental Protection guidelines. On lots of 1 acre or less, if a centralized sewer system is not available, only wastewater treatment systems, including enhanced nutrient-reducing onsite sewage treatment and disposal systems, that achieve at least 65 percent nitrogen reduction are authorized, per Section 373.811(2), Florida Statutes.	Adding a requirement for centralized sewer for new developments complies with FDEP and is standard for comprehensive plans in other municipalities	

Coastal Management

2018 GOP Number	2018 GOP Language	Statutory Change / Is this GOP statutorily REQUIRED?	Recommended Changes	Comments/Rationale	City Comments
OVERALL GOP COMMENTS/RECOMMENDATIONS					
Goal 2	**To provide for public safety in the coastal high-hazard area and to limit public expenditure in areas subject to destruction by natural disasters, while providing for the long-term accessibility, economic viability, neighborhood stability, and environmental integrity of these unique resources**				
Objective 2.1	**The coastal storm area shall include the following areas:** **1. The Coastal High Hazard Area (CHHA), defined as the area projected by the Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model to be inundated from a category one hurricane, as reflected in the most recent Storm Surge Zone Atlases of the Florida Department of Emergency Management.** **2. Areas of the City projected to be inundated by sea-level rise as early as the year 2040 and through 2100 based on maps developed by the City using the University of Florida GeoPlan Center Sea Level Scenario Sketch Planning Tool.**	No	The coastal storm area shall include the following areas: 1. The Coastal High Hazard Area (CHHA), defined as the area projected by the Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model to be inundated from a category one hurricane, as indicated ~~reflected~~ in the most recent ~~Storm Surge Zone Atlases of the Florida Department of Emergency Management.~~ Statewide Regional Evacuation Study. 2. Areas of the City projected to be inundated by sea-level rise as provided in the East Central Florida Regional Resilience Action Plan (Coastal). ~~early as the year 2040 and through 2100 based on maps developed by the City using the University of Florida GeoPlan Center Sea Level Scenario Sketch Planning Tool.~~	Based on recommendations from ECFRPC provided in 2021.	
Goal 5	**The City shall accomplish post-disaster redevelopment in a manner that shall minimize public and private vulnerabilities to future disasters.**				
Objective 5.1	**Post-disaster redevelopment shall be governed by all applicable codes and standards as well as complying with applicable state and county construction regulations.**				
Policy 5.1.2	Temporary-building moratoriums may be declared in the coastal storm area when 50% or more of the homes have been destroyed in order to assess impacts and feasibility of redevelopment.	Yes	~~Temporary-building moratoriums may be declared in the coastal storm area when 50% or more of the homes have been destroyed in order to assess impacts and feasibility of redevelopment.~~	Removal in accordance with SB 180 which prohibits building moratoriums after storms	

Conservation					
2018 GOP Number	**2018 GOP Language**	**Statutory Change / Is this GOP statutorily REQUIRED?**	**Recommended Changes**	**Comments/Rationale**	**City Comments**
OVERALL GOP COMMENTS/RECOMMENDATIONS					
Goal 1	**To preserve and enhance the quality of the natural environment through preservation, conservation, and appropriate management of the vital natural resources, including air, water (both potable and surface), biotic and factors that affect energy conservation.**				
Objective 1.2	**The City shall preserve and protect trees and native vegetation.**				
Policy 1.2.1	Assure the maintenance and conservation of trees and native vegetation within the City, through the continued maintenance of trees within City properties and through the site plan review process for new development.				
Strategy 1.2.1.2	Landscape plans and plant materials required of new development shall promote the use of native plant species and avoid the planting of exotic plants known to create nuisances.	No	~~Landscape plans and plant materials required of new development~~ The City shall promote the use of native plant species in new landscape installation and prohibit the planting of invasive exotic plants. ~~avoid the planting of exotic plants known to create nuisances.~~	Strengthen and clarify language.	
Policy 1.2.6	NEW POLICY	No	The City shall develop and maintain an Urban Forest Management Plan to support the expansion of the City's urban tree canopy.	Based on recommendations from the 2024 Natural Resources Public engagement.	
Strategy 1.2.6.1	NEW STRATEGY	No	The City shall continue to pursue the Tree City USA "Growth Award" annually through enhanced tree preservation and planting.	Based on recommendations from the 2024 Natural Resources Public engagement.	
Objective 1.6	**To encourage the preservation/protection of wetlands according to their function by implementing programs both locally and in conjunction with other governmental entities, toward this effort:**				
Policy 1.6.8	NEW POLICY	No	The City shall consider a study to research and incorporate best practices to conserve wetlands based on quality and importance within the wetland system.	Based on recommendations from the 2024 Natural Resources Public engagement and ECFRPC provided in 2021.	

Intergovernmental Coordination

2018 GOP Number	2018 GOP Language	Statutory Change / Is this GOP statutorily REQUIRED?	Recommended Language	Comments/Rationale	City Comments
OVERALL GOP COMMENTS/RECOMMENDATIONS					
Goal 1 (Intergovernmental Coordination)	**The City shall ensure, through intergovernmentally coordinated policies, procedures, ordinances and legal agreements that all responsibilities and duties with which it is charged are equitable, efficiently and expeditiously carried out.**				
Objective 1.2	**To ensure that the various elements of the City's Comprehensive Plan and the implementation of said plan are consistent and coordinated with those of Brevard County and other regulatory agencies.**				
Policy 1.2.14	The City shall cooperate with Brevard County and the Florida Department of Health such that issuance of permits for all new on-site wastewater disposal is regulated and further that expansion and/or replacement of such systems will ensure compliance with appropriate regulatory requirements and water quality standards.	Yes	The City shall cooperate with Brevard County and the Florida Department of ~~Health~~ Environmental Protection such that issuance of permits for all new on-site wastewater disposal is regulated and further that expansion and/or replacement of such systems will ensure compliance with appropriate regulatory requirements and water quality standards.	Need to change language in Policy 1.2.14 from Department of Health to DEP.	

Capital Improvements

2018 GOP Number	2018 GOP Language	Statutory Change / Is this GOP statutorily REQUIRED?	Recommended Language	Comments/Rationale	City Comments
OVERALL GOP COMMENTS/RECOMMENDATIONS					
Goal 1	**The City shall provide for needed public facilities for its existing and future residents through the use of sound fiscal policies by protecting investments in existing facilities, maximizing the use of existing facilities and promoting orderly compact urban growth.**				
Objective 1.3	**Future development will bear a proportionate cost of facility improvements necessitated by the development in order to maintain adopted level of service (LOS) standards**				
Policy 1.3.1	New development is required, as of June 1987, by the adoption of the City's Impact Fee Ordinance, to increase its proportional contribution of the cost for new facility improvements to maintain the level of service standards by paying impact fees. These fees are coordinated with the Brevard County Impact Fees and adopted by ordinance. These fees may be amended by ordinance from time to time.	No	New development is required, as of June 1987, by the adoption of the City's Impact Fee Ordinance, to increase its proportional contribution of the cost for new facility improvements to maintain the level of service standards by paying impact fees. These fees are coordinated with the Brevard County Impact Fees and adopted by ordinance. These fees may be amended by ordinance from time to time consistent with F.S. 163.31801	The statue places limits on the time and the amount that fees may be amended. (Not more than 25% of current rate in 2 annual increments, or up to 50% in 4 annual installments.) Adding a reference to statute is intended to help planners understand how impact fees can be updated.	
Policy 1.3.3	NEW Policy	No	The City may establish standards in the land development code to reduce or waive impact fees for projects that provide affordable housing consistent with the policies of the Housing Element.	This language enables the City to provide an exception or waiver for an impact fee for the development or construction of affordable housing.	
Policy 1.3.4	NEW Policy	No	Impact fees may not be charged to current or pending permit applications submitted before the effective date of an ordinance or resolution imposing such impact fee per F.S. 163.3180(6)(h)2.b.	Ensures that impact fees may not be charged to current or pending permit applications submitted before the effective date of an ordinance or resolution imposing such impact fee.	

Policy 1.3.5	NEW Policy	No	The City shall submit a financial report to the State of all impact fees charged and credited within each year, per F.S. 163.31801	Consider adding a policy to Objective 1.3 addressing the need to add an annual financial report to the State, as the annual report is required.	
Policy 1.3.6	NEW Policy	No	The City shall consider adopting a mobility plan and fee to fund multi-modal transportation projects.	F.S. 163.31801 authorizes local governments to adopt an alternative mobility plan and mobility fees.	

Recreation and Open Space

2018 GOP Number	2018 GOP Language	Statutory Change / Is this GOP statutorily REQUIRED?	Recommended Language	Comments/Rationale	City Comments
OVERALL GOP COMMENTS/RECOMMENDATIONS					
Goal 1	**To provide open space and recreation as an essential element needed for the betterment of the City's character and quality of urban life. The City shall plan for public use development projects when applicable (i.e., small parks, nature walks, passive recreation, etc.) and explore the funding alternatives to acquire such tracts for open space through practical means.**				
Objective 1.1	**The City shall ensure that the public has reasonable access to water bodies, trail systems (bicycle, pedestrian, aquatic, and equestrian trails) and all recreational opportunities and facilities**				
Policy 1.1.5	NEW POLICY	No	The City should consider establishing and maintaining an inventory of green spaces and identify strategic opportunities to expand recreation access.	Based on recommendations from the 2024 Natural Resources Public engagement.	
Policy 1.1.6	NEW POLICY	No	Future planning, design, and acquisition of open space shall aim to maximize the diverse functions of open space, including its role in providing recreational opportunities, protecting natural resources, enhancing community character, supporting public health, preserving scenic views, managing stormwater, and contributing to climate resilience.	Based on recommendations from ECFRPC provided in 2021.	

Public School Facilities

2018 GOP Number	2018 GOP Language	Statutory Change / Is this GOP statutorily REQUIRED?	Recommended Changes	Comments/Rationale	City Comments
OVERALL GOP COMMENTS/RECOMMENDATIONS					
Goal 1	**To provide a public school system that offers a high quality educational environment, provides accessibility for all of its students, and ensures adequate school capacity to accommodate enrollment demand THROUGH the IMPLEMENTATION OF THE INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING AND SCHOOL CONCURRENCY.**				
Objective 1.2	**All new public schools built within the City will be coordinated with the School District to be consistent with the City's Future Land Element and Future Land Use Map designation to ensure facilities are proximate to appropriate existing and future land uses, serve as community focal points, are co-located with other appropriate public facilities, discourage urban sprawl, and will have needed supporting infrastructure.**				
Policy 1.2.6	NEW Policy	No	If land is dedicated to the City for the purposes of use as a public or charter school, the City shall provide credit towards any impact fees for public education facilities associated with the development, per F.S. 163.3180	Aligns with requirements related to proprtionate-share mitigation.	

Reviewed
6/11/26
PT

CITY OF TITUSVILLE NOTICE OF PUBLIC HEARINGS EVALUATION AND APPRAISAL REPORT OF THE CITY'S COMPREHENSIVE PLAN

PLEASE TAKE NOTICE that the City of Titusville will conduct two public hearings on the *Evaluation and Appraisal Report (EAR)* document, prior to the transmittal of the document to the Florida Department of Commerce, in compliance with the *Florida Statutes*.

The public hearings will be held on **Wednesday, June 17, 2026, at 6:00 p.m.** with the Planning and Zoning Commission acting as Local Planning Agency and on **July 14, 2026, at 6:30 p.m.** with the City of Titusville City Council. The public hearings will be held in the Council Chamber on the second floor of City Hall, 555 S. Washington Avenue, Titusville, FL 32796.

Interested parties may appear at said meetings and be heard with respect to the Evaluation and Appraisal Report (EAR) for the City of Titusville's Comprehensive Plan. Public comment cards will be available at the public hearings as well as through the Community Development Department.

The public may inspect the Evaluation and Appraisal Report in the Planning and Community Development Department located at the City of Titusville, City Hall, 555 South Washington Avenue, Titusville, Florida 32796. For more information, contact the Community Development Department at (321) 567-3782.

Any person who decides to appeal any decision of the City Council or the Planning and Zoning Commission acting as Local Planning Agency with respect to any matters being considered at these meetings will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

Wanda F. Wells, MMC, City Clerk, City of Titusville
555 South Washington Avenue
Post Office Box 2806
Titusville, Florida 32781-2806
Phone 321-383-5774
Fax 321-383-5704

FT-44167180

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Comprehensive Plan Amendments CPA No. 1-2026 (Map) and CPA No. 2-2026 (Text) – Space Coast Innovation Park Phase 3 Transmittal Hearings.**

Department/Office: Planning

Recommended Action:

Conduct the public hearings for the Map (CPA 1-2026) and Text (CPA 2-2026) Amendments and Transmit the amendments to the State Land Planning Agency for review.

On July 8, 2026, the Planning and Zoning Commission recommended approval of the transmittal of Comprehensive Plan Amendments CPA No. 1-2026 (Map) and CPA No. 2-2026 (Text) as presented. Approved with a 6 yes, 1 no vote. One member stated that he could not support this request without knowing more detailed information about the project.

Summary Explanation & Background:

Satya Madivala on behalf of the Titusville-Cocoa Airport Authority, Owner is requesting Comprehensive Plan Amendments (CPA) for property located South of Shepard Drive, East of S.R. 407 and West of Grissom Parkway (Parcel ID No. 23-35-04-00-7 and 23-35-03-BB-*-225) to change the future land use designations from Industrial, Low Density Residential, Conservation, Commercial High Intensity, and Planned Industrial Park to Planned Industrial Park and change the zoning districts from Industrial (M-2), Single-Family Medium Density (R-1B), Open Space and Recreation (OR), Community Commercial (CC), and Planned Industrial Development (PID) to Planned Industrial Development (PID) with a Master Plan.

This request proposes the development of a ±353.55-acre Planned Industrial Park, including approximately 205.53 acres of industrial development with a total gross floor area of 3,542,146 square feet. The requested maximum intensity threshold of 0.23 FAR will be used to determine concurrency and impact of the project. The Master Plan designates approximately 97.62 acres (27.6%) as open space, consisting of greenbelts, landscape buffers, and wetlands. In addition, the Master Plan includes a proposed 148.06-acre conservation easement preserving approximately 120.78 acres of wetlands.

The applicant is requesting a Comprehensive Plan Map Amendment and corresponding Text Amendment. The amendments must be transmitted to the State's Land Planning Agency (LPA) for review. The City Council is to consider the amendments for transmittal only. Adoption hearings for the comprehensive plan amendments and rezoning with master plan may be scheduled after receipt of comments from the State. Analysis of the Planned Industrial Development (PID) rezoning with master plan will be conducted after the State completes its review.

Alternatives:

- Transmit the map (CPA 1-2026) and text (CPA 2-2026) amendments to the State Land Planning Agency for review.
- Do not transmit the amendments.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Staff Report
2. Comprehensive Plan Amendment Application
3. Rezoning Application
4. Amended Application - Email
5. Owner Authorization
6. Warranty Deed
7. Legal Description
8. Certified Survey
9. Future Land Use and Rezoning Exhibit
10. Master Plan
11. Open Space Exhibit
12. Phasing Plan
13. Stormwater Management Plan
14. Wetland Map
15. Wetland Impacts Exhibit
16. Wetland Mitigation Strategy

17. SCIP - Phase 3 Water Sewer Demand Calcs
18. Traffic Memo
19. City Traffic Count Assessment - Map
20. Space Coast Innovation Park Phase 3 - Subphase 1 Preliminary Concurrency Assessment
21. Maps
22. Legal Ad

City of Titusville

Planning Department Staff Report

Transmittal Hearings

Comprehensive Plan Text Amendment and

Comprehensive Plan Map Amendment and

Planned Industrial Development (PID) Rezoning with Master Plan

CPA No. 1-2026 (Map) and CPA No. 2-2026 (Text) – Space Coast Innovation Park Phase 3

Meeting Dates:

Commission/Council	Meeting dates
Planning and Zoning Commission	July 8, 2026
City Council Transmittal Public Hearing	July 14, 2026

Prepared By: Christie Anderson, AICP – Senior Planner

Applicant(s): Satya Madivala on behalf of the Titusville-Cocoa Airport Authority, Owner

Applicant's Request: **CPA:** To amend the Comprehensive Plan Future Land Use Map by amending the Industrial, Low Density Residential, Conservation, Commercial High Intensity, and Planned Industrial Park future land use designations to Planned Industrial Park.

REZ: To rezone the property from Industrial (M-2), Single-Family Medium Density (R-1B), Open Space and Recreation (OR), Community Commercial (CC), and Planned Industrial Development (PID) to Planned Industrial Development (PID) with Master Plan.

Staff Recommendation:

Consider one of the following actions:

1. Transmit the map (CPA 1-2026) and text (CPA 2-2026) amendments to the State Land Planning Agency (Florida Department of Commerce) for review.
2. Do not transmit the amendments.

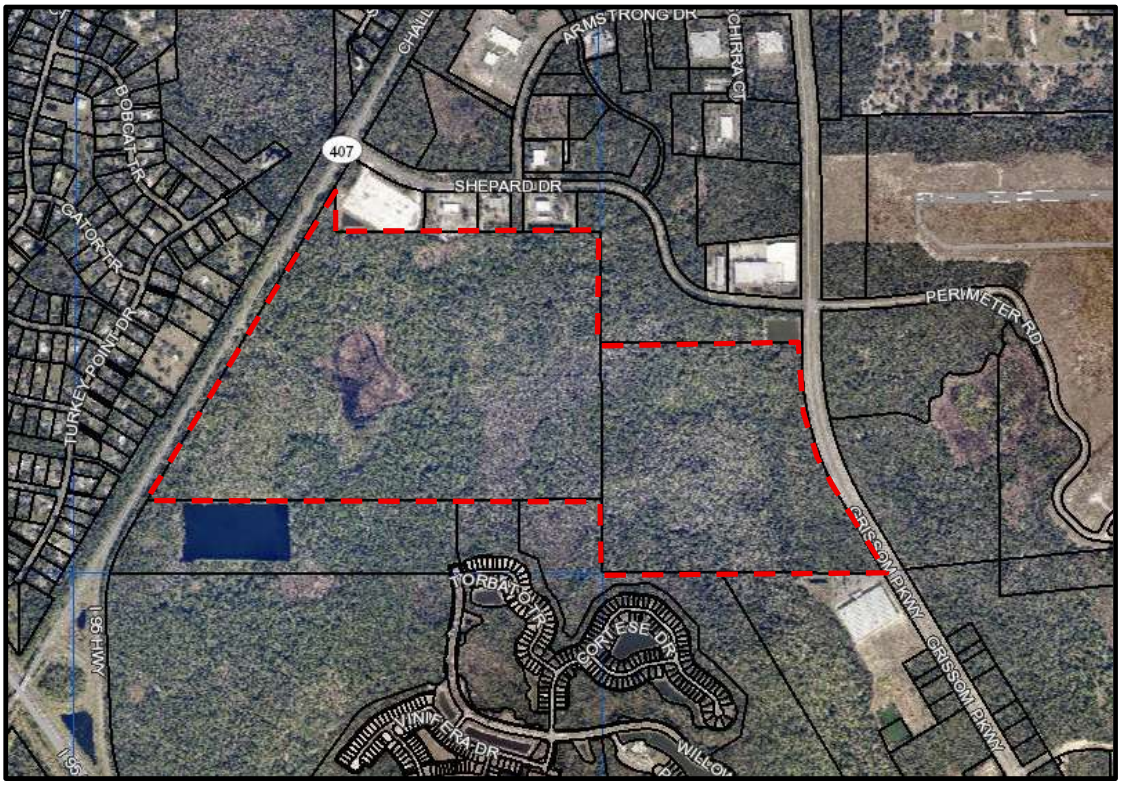
BACKGROUND INFORMATION

Satya Madivala on behalf of the Titusville-Cocoa Airport Authority, Owner is requesting Comprehensive Plan Amendments (CPA) for property located South of Shepard Drive, East of S.R. 407 and West of Grissom Parkway (Parcel ID No. 23-35-04-00-7 and 23-35-03-BB-*-225). The amendment will replace the existing future land use designations from Industrial, Low Density Residential, Conservation, Commercial High Intensity, and Planned Industrial Park to a new Planned Industrial Park land use designation. The applicant also asked to change the zoning districts from Industrial (M-2), Single-Family Medium Density (R-1B), Open Space and Recreation (OR), Community Commercial (CC), and Planned Industrial Development (PID) to the Planned Industrial Development (PID) district. The applicant also submitted a Master Plan.

The request is to establish a +/-353.55-acre Planned Industrial Park, which will include +/-206.11 acres of industrial development with a maximum gross floor area of +/-3,542,146 square feet. The Master Plan designates +/-97.62 acres (27.6%) as open space, consisting of greenbelts, landscape buffers, and wetlands. In addition, the Master Plan proposes 148.06-acres of conservation easement with 120.78 acres of wetlands.

The land use Map Amendment requires a corresponding Text Amendment. The amendments must be transmitted to the State's Land Planning Agency (LPA) for review. The City Council is to consider the amendment for Transmittal only. Adoption hearings for the comprehensive plan amendments and rezoning with master plan may be scheduled after receipt of comments from the State. Analysis of the Planned Industrial Development (PID) rezoning with master plan will be conducted after the State completes its review of the comprehensive plan amendments.

PROPERTY INFORMATION



Existing Use, Future Land Use, and Zoning

Existing Use	Future Land Use	Zoning
Vacant Land	Planned Industrial Park	Planned Industrial Development (PID)
	Conservation	Open Space and Recreation (OR)
	Low Density Residential	Single-Family Medium Density (R-1B)
	Industrial	Industrial (M-2)
	Commercial-High Intensity	Community Commercial (CC)

Proposed Use, Future Land Use, and Zoning: Amending the boundaries

Proposed Use	Future Land Use	Zoning
Planned Industrial Park	Planned Industrial Park	Planned Industrial Development (PID)

SURROUNDING PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Location	Use	Future Land Use	Zoning
North	Industrial (Spaceport Commerce Park)	Planned Industrial Park	Planned Industrial Development (PID)
South	Industrial (Willow Creek Commercial Center) Residential Subdivision (Verona)	Commercial-High Intensity Planned Unit Development Conservation	Light Industrial Services & Warehousing(M-1) Planned Development (PD) Open Space and Recreation (OR)
East	Grissom Parkway (200’ right of way) Vacant Industrial (Space Coast Innovation Park Phases 1 & 2)	Industrial	Industrial (M-2)
West	S.R. 407 (300-feet right of way) Residential Subdivision (Windover Farms, Brevard County)	Residential 4 (Brevard County)	Rural Residential (RR-1) (Brevard County)

GENERAL INFORMATION

The property was annexed in 2002 [Ordinance No. 42-2001]. The site was intended to be developed as a mixed-use community project consisting of single family homes, industrial/warehouse activity, and a conservation preservation area. The project was never completed, and the approved land uses and zoning districts remained on the site.

In 2010, the west 73 acres of the property was designated the Planned Industrial Park land use for a project known as 4Frontiers [CPA No. 2010-02D]. The amendment was approved with several conditions: No.1. Impacts to wetlands will require permits from SJRWMD or other agencies with jurisdiction, No.2. Per Section 35-8 of the LDR's a habitat management plan shall be required if any endangered species are located onsite, and No.3. The property shall be limited to a Floor Area Ratio (FAR) of 0.32. The project proposed technology development and public demonstration facility, but it was never developed, and the land has since remained vacant.

Land Use

The site has five separate land use designations. The Industrial, Commercial High Intensity, Low Density Residential, and Conservation designations were established in 2002 under CPA-2001-1B10. In 2010, the Planned Industrial Park land use designation was added under CPA 2010-02D, limiting the maximum intensity on the property to a floor area ratio (FAR) of 0.32. As a result, development on the 73.56-acre portion of the site is capped at a maximum gross floor area of 1,025,367 square feet.

Comprehensive Plan Future Land Use Element Policy 1.21.1 assigned the Planned Industrial Park land use designation with a maximum intensity of 1.5 FAR. The Policy states, "Where a planned/mixed use development is proposed and common amenities (i.e., parking, stormwater retention, open space, etc.) are provided, the FAR will apply to the total planned/mixed use development; however, individual parcels within the planned/mixed use development will be allowed at a high FAR based upon site specific impacts." The project intends to limit the maximum intensity from 1.5 FAR to 0.23 FAR. The maximum intensity threshold of 0.23 FAR will be used to determine concurrency and impacts of the project.

Zoning

The Single family Residential (R-1B), Open Space and Recreation (OR), Community Commercial (CC), and Industrial (M-2) zoning districts were placed on the property in 2002 under Ord. 26-2002. The PID zoning was placed on the property in 2010 under Ord. 29-2010, in which a technology development and public demonstration facility was proposed; however, the project was never developed, and the land has since remained vacant.

Master Plan

The City will need to consider issues related to drainage, traffic, access management, open space, and the scale and compatibility with the surrounding built development. The Master Plan proposes the development of a ±353.55-acre Planned Industrial Park, including approximately 206.11 acres of industrial development with a total gross floor area of +/-3,542,146.74 square feet. The Master Plan designates +/-97.62 acres (27.6%)

as open space, consisting of greenbelts, landscape buffers, and wetlands. In addition, the Master Plan includes a proposed 148.06-acre conservation easement preserving approximately 120.78 acres of wetlands.

There are three main vehicular access points proposed with a 50-foot greenbelt provided along S.R. 407 and Grissom Parkway. A 50-foot greenbelt perimeter landscape buffer is also being provided along the south property boundary, and a 35-foot perimeter landscape buffer is being provided along the north property boundary.

COMPREHENSIVE PLAN AMENDMENT REVIEW

Future Land Use Map Amendment Sprawl Criteria

The following list is the review criteria under which the Planning and Zoning Commission and the City Council review applications as they relate to urban sprawl [Section 34-23 of the LDR].

Summary of Staff's Findings

Based on the criteria below, the staff did not find that the proposed future land use amendment will encourage sprawl.

1. The extent to which the proposed amendment is contiguous to an existing development area which has developed in a manner providing a compact, contiguous development pattern with the proposed amendment;

   Staff Comment: Apart from the single-family subdivision to the south, the character of the area is primarily industrial in nature. The area north of the property is an active industrial area consisting of light manufacturing known as Spaceport Commerce Park. Grissom Parkway is an industrial and commercial corridor, and the Space Coast Regional Airport is located to the east.

2. The extent to which population growth and development trends warrant an amendment, including an analysis of vested and approved but unbuilt development;

   Staff Comment: The land use amendment will support non-residential uses. The amendment will not include a residential population.

3. The extent to which adequate infrastructure to accommodate the proposed amendment exists, or is programmed and funded through an adopted capital improvement schedule, or will be privately financed through a binding executed agreement, or will otherwise be provided at the time of development impacts as required by law;

   Staff Comment: Utilities are available to serve the property. No public funds are anticipated for the provision of new infrastructure. There are a 12-inch sewer and a 24-inch water main on Grissom Parkway, and a 6-inch sewer and 10-inch water main on Shepard Drive. The extension of a main into the property may be dedicated to the City for maintenance purposes. The full build out of the proposed land use will require further planning to meet the needs of the master plan. The plan illustrates a phased development. Concurrency will be evaluated with each phase and site plan as they are submitted.

4. The extent to which the amendment will result in an efficient use of public funds needed for the provision of new infrastructure and services related to it;

   Staff Comment: Public construction funds will not be expended to accommodate the amendment. New local roads and utility mains may be dedicated to the city for maintenance purposes.

5. The extent to which the amendment will not result in a sprawl development pattern as determined by Chapter 163, Florida Statutes, and will not discourage infilling of more appropriate areas available for development within existing Development Area Boundaries; and

   Staff Comment: The amendment will not result in urban sprawl, which is characterized by a low density, automobile-dependent development pattern requiring the inefficient extension of public facilities. The property is in the City's Urban Service Area.

6. The extent to which the amendment will result in a sustainable development pattern through a balance of land uses that is internally interrelated, demonstrates an efficient use of land, ensures compatible development adjacent to agriculture lands, protects environmental qualities and characteristics, provides interconnectivity of roadways, supports the use of non-automobile modes of transportation, and appropriately addresses the infrastructure needs of the community.

   Staff Comment: The amendment proposes to consolidate the existing land uses into one land use category to establish an industrial and manufacturing park. The industrial park will include several local streets with direct access to two arterial roads. The amendment will preserve significant number of environmentally sensitive lands and offset any impacts by conserving wetlands.

   The property is located south of Shepard Drive, east of S.R. 407, and west of Grissom Parkway. Shepard Drive is a local roadway. S.R. 407 and Grissom Parkway are arterial roadways. Water and sanitary sewer facilities are available to serve the site. The subject site has approximately 3,683 feet of frontage along S.R. 407 and approximately 2,481 feet of frontage along Grissom Parkway. These roadways provide direct access to the Space Coast Regional Airport, I-95, and S.R. 405. The Space Coast Area Transit Bus Route #10 also provides service within +/-1.3 miles of the property, with a stop near the intersection of S.R. 405 and Grissom Parkway. The Space Coast Area Transit Bus Route #11 provides service within approximately 1.3 miles of the subject property, with a stop near the intersection of Grissom Parkway and Cinnamon Fern Boulevard.

7. The extent to which the amendment results in positive market, economic and fiscal benefits of the area as demonstrated through a market demand analysis, economic impact analysis and fiscal impact analysis.

   Staff Comment: The amendment is consistent with the City's adopted economic development strategy and is expected to result in positive market, economic, and fiscal benefits. The Economic Development Strategic Plan identified a need to increase employment opportunities within Titusville, noting that the City's jobs-to-housing ratio is below recommended targets and that additional local jobs are

needed. The plan also identified Titusville's competitive strength in manufacturing-related sectors, aviation/aerospace, telecommunications, and watercraft, and recommended leveraging strategic locations for light industrial and manufacturing uses.

By consolidating fragmented land use designations into a unified Planned Industrial Development, the amendment could improve site readiness, create a more predictable framework for development, support recruitment of target industry employers, encourage private non-residential investment, and strengthen the City's long-term tax base. Goal PR-1 of the Economic Development Plan specifically recommends strengthening supply chains, attracting suppliers and service providers, and leveraging strategic locations for light industrial/manufacturing.

> *"While residential land uses in the City are important to accommodate for expected population growth, this land use already dominates the City along with Institutional uses. Too much vacant land devoted to residential uses limits the opportunity for commercial growth which is essential to support a growing population. With this being said, it is important to acknowledge the Commercial-High Intensity and Industrial entitlements as they will provide a pivot away from residential land uses and provide much needed economic opportunities for the City. Other land use entitlements of interest are Planned Industrial Park and Commercial-Low Intensity land uses. Together, they encompass over 15 percent of the vacant land entitlements." [Titusville Economic Development Plan, page 24]*

Consistency with the Comprehensive Plan

The following is an analysis of the consistency of the request with the City's Comprehensive Plan. The request for a Comprehensive Plan Amendment and rezoning is consistent with the Comprehensive Plan and more specifically with the following objectives and policies of the Comprehensive Plan.

Future Land Use Element [FLUE] Policy 1.8.1: Sites for industrial development shall be located with convenient access to the major transportation corridors, and should have access to air, water or rail transportation facilities. The major transportation corridors include such roadways as Interstate 95, U.S. Highway #1 and State Roads 405 and 407. Major air facilities are located at the Space Coast Regional Airport.

Staff Comment: The subject property has frontage and access along S.R. 407, a 300-foot arterial roadway and Grissom Parkway, a 200-foot arterial roadway. These roadways provide direct access to the Space Coast Regional Airport, I-95, and S.R. 405.

[FLUE] Policy 1.8.2: Industrial development sites shall be accessible to and/or provide essential public services at levels of service adopted by this Comprehensive Plan, including transportation, potable water, sewer collection/treatment/disposal, solid waste, drainage and recreation and open space.

Staff Comment:

Streets.

The master plan proposes internal streets with direct access to two arterial roads. No additional public funds will be necessary for the provision of new infrastructure. However, new public streets may be transferred to the city for maintenance.

Traffic.

A traffic technical memorandum dated June 5, 2026, was provided by the applicant stating that the proposed land use change would not exceed the level of standard service on the surrounding roadways. The City Engineer evaluated the preliminary concurrency for transportation and provided a traffic assessment based on the first phase of development described in the Master Plan.The City Engineer stated,

> *"State Road 407 capacity based on context classification C3C (Commercial) and LOS C per City of Titusville Comp Plan."*

A traffic study will be required with the submittal of a site plan for any phase to determine safety improvements that may be necessary.

Utilities.

Potable water and sewer infrastructure are available to serve the property. However, new utility mains may be transferred to the city for maintenance. The Public Works Department evaluated the preliminary concurrency for water and sewer and provided the following comment.

> *"The land use amendment demonstrates a reduction in the potential build-out scenarios for water between the existing and proposed land use categories. The full build out of the proposed land use will require further planning to meet the needs of the master plan. The plan illustrates a phased development. Concurrency as attached is evaluated for Phase 1. This is not a reservation. In the site plan review, concurrency will be re-evaluated at that time, and reservations will be through a water allocation permit at that time. The city does have the option to purchase additional water from Cocoa if needed."*

Solid waste.

Solid waste collection needs will be evaluated at the time of a site plan submittal.

Drainage.

A statement addressing stormwater management was submitted by the applicant. According to the applicant, a surface water management system is proposed to be constructed to provide both water quality and quantity consistent with the requirements set forth by the St. John's River Water Management District (SJRWMD) and the City of Titusville. The design will

incorporate the use of wet and dry ponds and will adhere to a maximum of 80% impervious area over the total subject site. The site is planned to have a minimum of 18% stormwater management facilities.

Open space.

The Master Plan designates approximately 97.62 acres (27.6%) as open space, consisting of greenbelts, landscape buffers, and wetlands. In addition, the Master Plan includes a proposed 148.06-acre conservation easement preserving approximately 120.78 acres of wetlands. The minimum open space required is 20% of the total site area, exclusive of rights-of-way.

[FLUE] Policy 1.8.3: Industrial land use designations shall be clustered in limited areas for the purpose of maximizing employment centers and convenient access to labor supply, raw material sources and market areas. Industrial development shall be encouraged to be master planned to share infrastructure.

Staff Comment: The area immediately north is a Planned Industrial Development and includes Enterprise Industrial Park (Spaceport Commerce Park), while the area to the south includes the Willow Creek Commercial Center. Adjacent lands to the east are owned and operated by the Titusville-Cocoa Airport Authority as part of Space Coast Innovation Park Phases 1 and 2. The site's proximity to the Space Coast Regional Airport further enhances its suitability for industrial development. The existing and planned industrial developments in the area create a connected business hub that supports job growth, makes efficient use of infrastructure, and helps strengthen the local economy.

[FLUE] Policy 1.8.4: Negative impacts of industrial land uses on environmentally sensitive areas shall be minimized and/or mitigated. The Conservation Element objectives and policies shall be utilized in determining the appropriateness of industrial land use designations, and the specific intensity of use authorized by the Land Development Regulations.

Staff Comment: The property is located within Flood Zone X (area of minimal flood hazard). A wetland mitigation strategy plan dated May 2026 was submitted by the applicant and has been included with the agenda packet.

The strategy plan used a standard method called the Uniform Mitigation Assessment Method (UMAM), which is the system Florida uses to measure the ecological value of wetlands. Ecological value is determined by analyzing the wildlife habitat, water storage, water filtering, and overall environmental health. To make up for those impacts, the project will permanently protect other wetlands and upland areas (higher, drier land next to wetlands). Protecting these areas helps keep the wetlands healthy by providing wildlife habitat, reducing disturbance, and improving the overall ecosystem.

The wetland mitigation strategy plan states that the project will affect about 29.7 acres of wetlands, causing a loss of some of those environmental benefits. The UMAM analysis concludes that loss as 21.03 functional units. A "functional unit" isn't a physical area; it is simply a way of measuring how much ecological value a

wetland provides. According to the UMAM calculations, these conservation efforts will create 22.36 functional units of environmental benefit. According to the analysis, the net functional surplus is 1.33 units. The applicant's analysis states,

> *"The functional gain exceeds the quantified loss, the project results in a net increase in wetland functional value rather than a simple one-to-one replacement. This fulfills the intent of the "no net loss" policy ensuring that wetland ecological functions are maintained and enhanced over existing conditions."*

Impacts to wetlands require permitting through the St. Johns River Water Management District (SJRWMD) and the Florida Department of Environmental Protection (FDEP). Mitigation requirements will be addressed with each phase/site plan of the development.

[FLUE] Policy 1.16.2: As of 2009, the wetlands shown as Conservation Land Use on the Future Land Use Map were established using the National Wetlands Inventory Map of 1988. These wetlands shown on this map have not been ground-truthed. In order to provide more accurate mapping of wetlands, when the City receives a wetland delineation on specific sites, the delineations will be accepted by the City of Titusville and the Future Land Use Map will be amended accordingly. The Conservation Land Use shall be amended to include all wetland areas on the site to be preserved, unless such wetlands are preserved by a conservation easement as part of a Planned Development (PD) or other **master-planned development**, and any other upland areas to be permitted for preservation for state and/or federal listed wildlife species**.**

Staff Comment: The +/-353.55-acre master plan is proposing a 148.06-acre conservation easement preserving approximately 120.78 acres of wetlands and approximately 27.78 acres of adjacent uplands. The proposed conservation easement equals approximately 41% of the total site area.

According to the applicant's wetland mitigation strategy dated May 2026, any impacts to wetlands from the proposed development will be addressed and offset. The assessment was completed using the Uniform Mitigation Assessment Method (UMAM), a standardized tool required by the State of Florida [373.414(18) F.S]. The results showed that the proposed development will not only meet but exceed the state's "no net loss" requirement for wetlands. This means the project is expected to maintain and improve overall wetland functions and environmental benefits compared to existing conditions.

Conservation Element [CE] Strategy 1.6.3.2: At a minimum, wetlands 5 acres or more in size shall be designated as a conservation land use and wetlands less than 5 acres will be subject to review to determine what protection, if any, they should receive from development. Said review shall be based on the functional value criteria specified in Strategy 1.6.4. If based on this determination, protection is warranted, development may be permitted, based upon criteria set forth in the environmental performance standards of the land development regulations.

Staff Comment: The property contains several wetlands, including wetlands less than 5 acres in size and two wetland systems greater than 5 acres. The master plan is proposing a 148.06 acre conservation easement preserving a contiguous 120.78 acre wetland. The second wetland greater than 5 acres is approximately 15.59 acres.

[CE] Policy 1.6.4: Land development impacts on designated wetlands shall be assessed based upon the functional value of wetlands. The functional value assessment criteria for wetlands shall include, at a minimum, consideration of: (1) Size; (2) Capacity for floor storage or flow regulation; (3) Potential as wildlife and/or fisheries habitat; (4) Provision of habitat for state or federally protected species; (5) Rarity as a vegetative community type; (6) Degree of prior adverse impacts which would limit the future viability of wetland (e.g., invasion by upland or exotic species, fire, permanent alteration of drainage patterns); and (7) Potential for recreational use.

Staff Comment: The property contains wetlands. If wetland mitigation is necessary, then a formal assessment of the functional value of the wetlands will be addressed through the St. Johns River Water Management District mitigation process and a site plan consistent with the City's Code will be required. Approval of the amendment, rezoning and master plan will conserve +/-120 acres of wetlands on the property.

According to the applicant's wetland mitigation strategy any impacts to wetlands from the proposed development will be addressed and offset.

The Uniform Mitigation Assessment Method (UMAM) scores for onsite wetlands are provided within Exhibit A of the applicant's wetland mitigation strategy. The following guidance provides a description of the quality of wetlands using the State of Florida's UMAM assessment and scoring method.[1]

Optimal (10)	Moderate (7)	Minimal (4)	Not Present (0)
Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface functions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

UMAM is used to measure the environmental value of wetlands and determine the amount of mitigation needed when impacts occur. The method evaluates factors such as the health of the wetland, water flow and connections, habitat quality, wildlife use, location, and the expected success of mitigation efforts. According to the Florida Department of Environmental Protection, UMAM provides a consistent way to assess wetland impacts and ensure that wetland resources are protected and enhanced over time.

Based on the applicant's UMAM analysis, the proposed development will not only meet but exceed the state's "no net loss" requirement for wetlands and the project

[1] Florida Administrative Code Chapter 62-345; The Mitigation Banking Group, Inc https://mitigationbankinginc.com/umam-and-wrap-scoring-guidance/;

is expected to maintain and improve overall wetland functions and environmental benefits compared to existing conditions. Where impacts to wetlands are permitted, development will be required to comply with the environmental performance standards of the Land Development Regulations and all applicable state and federal permitting requirements.

[CE] Policy 1.6.6: Mitigation for unavoidable impacts to wetlands, which possess significant functional value, as determined by a functional assessment, will be addressed in the land development regulations.

Staff Comment: Any unavoidable damage or loss of wetlands shall be mitigated pursuant to the City's Stormwater Management Technical Manual, to ensure no loss of functional value. Care must be taken not to harm the functional value of the wetlands and transitional vegetation. Wetlands disturbed by development activities, including stormwater management systems, shall be mitigated. Mitigation shall be consistent with the St. Johns River Water Management District and/or the United State Army Corp of Engineers permit(s). A site plan consistent with the City's Code will be required.

[FLUE] Policy 1.8.5: Industrial land uses designations and accompanying proposals shall consider compatibility between industrial and surrounding land uses, including, but not limited to, intensity of use, hours of operation, heat, glare, smoke, fumes, noise, visual impacts, privacy factors and impacts on the microclimate.

Staff Comment: The proposed Planned Industrial Park land use is compatible with the surrounding area, including the existing Planned Industrial Park to the north and Industrial land uses to the east. The development will include three main access points with landscaped buffer areas to help separate the site from nearby roads and properties. A 50-foot-wide greenbelt will be provided along both S.R. 407(a 300-foot right of way) and Grissom Parkway (a 200-foot right of way). In addition, a 50-foot landscape buffer will be installed along the southern property line, and a 35-foot landscape buffer will be provided along the northern property line.

City regulations require a 50-foot greenbelt when a Planned Industrial Development is located next to a major roadway or land uses that are not industrial in nature. The purpose of a greenbelt is to create open space that can include landscaping, walking or biking paths, passive recreation areas, and the preservation of natural features. The residential subdivision to the south is currently being developed and is required to provide a minimum 20-foot wide landscape yard buffer. This will provide 70 feet of required landscape buffering between the residential and proposed industrial land uses. To further reduce visual impacts, all mechanical, electrical, and utility equipment must be screened from public view using materials that match the building or be located where they cannot be seen from public streets or neighboring properties.

Sound limitations for industrial uses are measured from the property line and are regulated by the Code of Ordinances, Chapter 13, Article IV, Section 13-102.

[FLUE] Policy 1.8.14: All requests for the Planned Industrial Park land use amendment shall include a master development plan. If the project intends to limit the

maximum intensity allowed, then the requested maximum intensity thresholds shall be established and listed in the table below. The maximum intensities listed in the project table below, shall be used to determine concurrency and impacts. The maximum intensities listed below shall be illustrated on the Future Land Use Map.

Name of Development/Project	Allowable Intensity
1. ~~4Frontiers~~ Space Coast Innovation Phase 3 — a ~~73~~ 350 acre property located East of State Road 407 and south of Sheppard Drive	Floor Area Ratio of ~~.32~~ 0.23

Staff Comment: Comprehensive Plan Text Amendment (CPA 2-2026) will amend FLUE Policy 1.8.14 as described above. The text amendment is required in order to approve the Comprehensive Plan Future Land Use Map Amendment (CPA 1-2026).

The Comprehensive Plan Future Land Use Element Policy 1.21.1 has assigned the Planned Industrial Park land use designation with a maximum intensity of 1.5 FAR. The project intends to limit the maximum intensity from 1.5 FAR to 0.23 FAR. The requested maximum intensity threshold of 0.23 FAR will be used to determine concurrency and impacts of the project. The plan illustrates a phased development and the full build out of the proposed land use will require further planning to meet the needs of the master plan. Concurrency will be evaluated with each phase and site plan as they are submitted.

[FLUE] Policy 1.17.1: The following items shall be addressed in the analysis of the land use changes: Surrounding uses; Surrounding zoning; Acreage; Description of site; Soils and topography; Flood zone; Recharge potential; Traffic counts on adjacent streets; and Impact on adopted levels of service; Water supply availability.

Staff Comment: The amendment is consistent with the surrounding industrial land use and zoning. The land use amendment demonstrates a reduction in the potential build-out scenarios for water between the existing and proposed land use categories. The full build out of the proposed land use will require further planning to meet the needs of the master plan. The plan illustrates a phased development. Concurrency will be evaluated with each phase and site plan as they are submitted.

Maps depicting soils, flood hazard areas, location, etc., are provided within the agenda package. Surrounding land uses, description of the site, and concurrency are addressed in other areas of this report. The property is not within the Area of Critical Concern.

COMMUNITY ENGAGEMENT MEETING [LDR Section 34-13.]

Staff Comment: The required community engagement meeting was conducted on June 24, 2026.

RECOMMENDATION:

Consider one of the following actions:

1. Transmit the map (CPA 1-2026) and text (CPA 2-2026) amendments to the State Land Planning Agency (Florida Department of Commerce) for review.

2. Do not transmit the amendments.

Titusville
Gateway to Nature & Space

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

Please submit electronically a completed application including required submittals to the Planning Department for payment and meeting scheduling. Chapter 34 of the Titusville Land Development Regulations contains the instructions for filing and the required exhibits. INCOMPLETE APPLICATIONS SHALL NOT BE ACCEPTED.

1. Annexation	Does the request include an annexation?	☐ Yes ☑ No
2. Regular or Small Scale Amendment	Regular Amendment (CPA) Property **50 acres or greater** ☑	Small Scale Amendment (SSA) Property **less than 50 acres** ☐
3. Project Information	Project Name: Space Coast Innovation Park - PH3	Property Address/Location Description: South of Shepard Drive, East of SR 407 and West of Grissom Pkwy
4. Applicant / Owner	Name of Applicant/Contact: Satya Madivala	Name of Owner: Titusville-Cocoa Airport Authority
	Street Address: 383 17th St, Suite 100	Street Address: 1 Bristow Way
	City: Atlanta State: GA Zip: 30363	City: Titusville State: FL Zip: 32780
	Telephone #: 347-753-2048 Fax #:	Telephone #: 321-267-8780 Fax #:
	E-Mail Address: satya.madivala@hines.com	E-Mail Address: kdaugherty@flyspacecoast.org
5. Applicant Status	☐ Owner ☐ Tenant ☑ Agent ☐ Other	
6. Parcel ID	22-35-04-00-7, 23-35-03-BB-*-225	**Tax Acct.** 2318808, 2300409
7. Site Size (Attach Legal Description)	Acres: 402.37 ac (Full Parcels) 281.79 ac (Portion to be rezoned)	Square Feet: 17,527,237.2 sf (Full Parcels) 12,274,772.4 sf
8. Current Land Uses	Identify the land uses located on-site and adjacent to the subject site (identify "all" uses that touch property on each boundary), such as grocery store, citrus farm, office, single family residential, etc.:	
	SUBJECT SITE: 1000-Vacant Commercial Land and Conservation	
	NORTH: Planned Industrial Park	
	SOUTH: Planned Unit Development	
	EAST: N/A (Grissom Rd / Challenger Pkwy)	
	WEST: PID	

9. Current Designation	Future Land Use: PIP, CONS, IND, LDR, CHI		Zoning: PID, OR, M-2, R-1B, CC	
10. Proposed Designations	Future Land Use: PIP, CONS, IND, CHI		Zoning: PID	
11. Subject Property	Current Use: Undeveloped		Proposed Use: PID	
12. Note any previous amendments on the site	N/A			
13. Check other applications submitted	Conditional Use ☐	Vacation of Easement ☐	Master Plan Approval ☐	Rezoning ☑
	Vacation of Right of Way ☐	Site Plan ☐	Subdivision/ Plat ☐	Other:
14. Narrative	Please provide a brief description of the request and the proposed project: (Attach separate narrative page if necessary) Please accept this application package for a comprehensive plan amendment request for the proposed project "Space Coast Innovation Park." The subject property includes two undeveloped parcels, totaling 402.37 AC, within the City of Titusville. It is located South of Shepard Drive, East of SR 407 and West of Grissom Pkwy. The proposed project at full build-out will be a Planned Industrial Development. The parcel has current future land uses of Planned Industrial Park, Conservation, Industrial, Low Density Residential, and Commercial High Intensity. This amendment proposes the removal of certain future Conservation, Industrial, Low Density Residential, and Commercial High Intensity areas in favor of a Planned Industrial Development. However, this package also proposes the addition of several new future Conservation areas to remain within the Planned Industrial Development.			

- **All applications shall require Community Development Staff review prior to submittal.**
- All applications shall be submitted to the Planning Department electronically and officially logged in by **end of business day**.
- Tentative hearing dates are scheduled approximately 4 months from the time a completed application is submitted.
- Incomplete applications will not be accepted and will not be considered to be officially submitted until the appropriate information and fees are submitted. Meeting dates for incomplete applications will not be set until all required information and fees are submitted.
- Petitions requiring review from other boards or commissions prior to being forwarded to the Planning and Zoning Commission and City Council are not guaranteed placement on the schedule noted above.
- All meeting agendas will be posted on the City's web site and staff reports for the request can be obtained by contacting the Planning Department at 321-567-3782.

ACKNOWLEDGEMENT

1. I am the owner and/or legal representative of the owner of the property described, which is the subject of this application.
2. All answers to the questions in said application and all surveys and/or site plans and data attached to and made a part of this application are honest and true to the best of my knowledge and belief. By my signature below, I acknowledge that I have complied with all submittal requirements and that this request package is complete. I further understand that an incomplete application submittal may cause my application to be deferred.
3. Should this application be granted, I understand that any condition(s) imposed upon the granting of this request shall be binding to the owner, his heirs, and successors in title to possession of the subject property.
4. I understand that I must attend all applicable meetings and have been informed of the meeting date(s) and time(s). I understand that if I fail to appear at an applicable meeting, the appropriate Board or Commission may either table or deny the request.
5. I understand that my request if approved does not encumber provision of utility, road or other City infrastructure capacity. The analysis provided by staff of existing levels of service for public facilities and services in the vicinity of the parcel identified in this application is a non-binding analysis, and does not guarantee capacity will be available in the future or encumber/reserve capacity for any period of time.
6. I understand that as the Applicant, I must hold a public meeting prior to the scheduling of any public hearings before the Planning and Zoning Commission or City Council for this item. Notices for this meeting must be sent to all property owners within 500 feet of the subject property.

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council, Board of Adjustment & Appeals, and Planning & Zoning Commission on this topic to properly noticed public hearings or to written communication to the City Clerk's Office, City of Titusville, P.O. Box 2806, Titusville, FL 32781

/s/ _____ 5/21/24
(Signature*) (Date)

* *By entering your name in the "Signature" box above, you are signing this Application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Application. By entering your name in the "Signature" box above, you consent to be legally bound by this Application's terms and conditions.*

Date Received: _____

Accepted by: _____

Gateway to Nature & Space

SUBMITTAL CHECKLIST

(Development Review Procedures Manual Section 4)

Please fill out the following and submit the documents to the Planning Department electronically. Payment of fees does not ensure a favorable decision. Additional information may include documents initially waived at the pre-application meeting but subsequently determined necessary by staff.

1.	Complete Application and Fees	☑
2.	Warranty Deed	☑
3.	Notarized Owner Authorization Form (If applicable)	☐
4.	Legal Description (from a certified survey in Microsoft Word format)	☑
5.	Certified Survey (sealed and containing permanent reference points as described by Chapter 177, Florida Statutes, with bearings, distances and closures) in electronic PDF format.	☑
6.	Names, addresses and address labels for all property owners within 500 feet of the subject property. *Note: This listing is available from either the Brevard County Property Appraiser's Office or the City of Titusville Planning Department. Current charge for this service is $35.00.*	☑
7.	Additional site-specific data as necessary to describe any impacts to conservation / wetland areas, and other environmentally sensitive resources, including any mitigation efforts to be proposed or required by these regulations.	☑
8.	Traffic counts and Level of Service (LOS) on streets providing access to subject property may be required by the City. A determination of the needed information will be provided by the City prior to submittal of the request.	☑
9.	Pre-Application Meeting Held – YES Date: 6/26/2024 Staff in Attendance: Eddy Galindo, Mandy Lamothe, Mark Jones	☑
10.	Preliminary School Concurrency Determination Submitted. Contact Brevard County Public Schools, David Lindemann to receive this application for completion. Lindemann.David@BrevardSchools.org N/A	☑
11.	Community Meeting per Ordinance 26-2019 – Tentative meeting date . 6/15/2026 .	☑

Conceptual Site Plan Checklist

(Development Review Procedures Manual Section 4)

In order to illustrate the proposed use of the property to be rezoned, the applicant is encouraged to submit a conceptual site plan in support of the proposal. If a conceptual site plan or developer's agreement is not provided with the application, the City shall review the application based on the most intensive land use and the maximum intensity and/or density within the zoning district requested within the application. If a conceptual site plan is submitted, the following information shall be provided:

1.	A vicinity map indicating the general location of the abutting streets and utilities.	☑
2.	General information regarding the existing site conditions and physical characteristics, adjacent community facilities and public utilities, and surrounding property conditions.	☑
3.	General description of the proposed development including the total acreage, the proposed number of buildings, or the number of units.	☑
4.	The location of existing buildings and structures including the dimensions.	☐
5.	The means of ingress and egress to the project.	☑
6.	General location and dimension of all existing and proposed parking and/or loading areas.	☐
7.	Information showing approximate location of all structures and major features, setbacks, distance between structures and property lines, floor areas, width of driveways, parking spaces, property or lot lines, percent of property or lot lines, percent of property coverage.	☑

Gateway to Nature & Space

APPLICATION FOR REZONING (REZ) / PLANNED DEVELOPMENT (PD) / MASTER PLAN (MP)

Please submit electronically a completed application including to the Planning Department for payment and meeting scheduling. Chapter 34 of the Titusville Land Development Regulations contains the instructions for filing and the required exhibits. INCOMPLETE APPLICATIONS SHALL NOT BE ACCEPTED.

1. Project Information	Project Name: Space Coast Innovation Park - PH3	Property Address/Location Description: South of Shepard Drive, East of SR 407 and West of Grissom Pkwy
2. Type of Request	Rezoning (REZ) ☑	Planned Development (PD) ☐ / Master Plan (MP) ☐
2. Applicant/ Owner	Name of Applicant/Contact: Satya Madivala	Name of Owner: Titusville-Cocoa Airport Authority
	Street Address: 383 17th St, Suite 100	Street Address: 1 Bristow Way
	City: Atlanta State: GA Zip: 30363	City: Titusville State: FL Zip: 32780
	Telephone #: 347-753-2048 Fax #:	Telephone #: 321-267-8780 Fax #:
	E-Mail Address: satya.madivala@hines.com	E-Mail Address: kdaugherty@flyspacecoast.org
3. Applicant Status	☐ Owner ☐ Tenant ☑ Agent ☐ Other	
4. Parcel ID	22-35-04-00-7, 23-35-03-BB-*-	**Tax Acct.** 2318808, 2300409
5. Site Size	Acres: 402.37 ac (Full Parcels) 281.79 ac (Portion to be rezoned)	Square Feet: 17,527,237.2 sf (Full Parcels) 12,274,772.4 sf
6. Current Land Uses	Identify the land uses located on-site and adjacent to the subject site (identify "all" uses that touch property on each boundary), such as grocery store, citrus farm, office, single family residential, etc.:	
	SUBJECT SITE: 1000-Vacant Commercial Land and Conservation	
	NORTH: Planned Industrial Park	
	SOUTH: Planned Unit Development	
	EAST: N/A (Grissom Rd / Challenger Pkwy)	
	WEST: PID	

7. Current Future Land Use Designation	Future Land Use: PID, CONS, IND, LDR, CHI			
8. Existing Zoning District	PID, OR, M-2, CC, R-1B			
9. Proposed Zoning District	PID			
10. Building Status	Existing Building(s) on the site? 0	New Buildings Proposed? 11		
11. Note any previous rezonings on the site	N/A			
12. Check other applications submitted	Conditional Use ☐	Vacation of Easement ☐	Master Plan Approval ☐	Rezoning ☐
	Vacation of Right of Way ☐	Site Plan ☐	Subdivision/ Plat ☐	Other: Comprehensive Plan Amendment
13. Narrative	Please provide a brief description of your request and the proposed project: (Attach separate narrative page if necessary) Please accept this application package for a comprehensive plan amendment request for the proposed project "Space Coast Innovation Park." The subject property includes two undeveloped parcels, totaling 402.37 AC, within the City of Titusville. It is located South of Shepard Drive, East of SR 407 and West of Grissom Pkwy. The proposed project at full build-out will be a Planned Industrial Development. The parcel has current future land uses of Planned Industrial Park, Conservation, Industrial, Low Density Residential, and Commercial High Intensity. This amendment proposes the removal of certain future Conservation, Industrial, Low Density Residential, and Commercial High Intensity areas in favor of a Planned Industrial Development. However, this package also proposes the addition of several new future Conservation areas to remain within the Planned Industrial Development.			

- **All applications shall require Community Development Staff review prior to submittal.**
- All applications shall be submitted to the Planning Department electronically and officially logged in by **end of business day**.
- Tentative hearing dates are scheduled approximately 4 months from the time a completed application is submitted.
- Incomplete applications will not be accepted and will not be considered to be officially submitted until the appropriate information and fees are submitted. Meeting dates for incomplete applications will not be set until all required information and fees are submitted.
- Petitions requiring review from other boards or commissions prior to being forwarded to the Planning and Zoning Commission and City Council are not guaranteed placement on the originally scheduled date(s).
- All meeting agendas will be posted on the City's web site and staff reports for the request can be obtained by contacting the Planning Department at 321-567-3782.

ACKNOWLEDGEMENT

1. I am the owner and/or legal representative of the owner of the property described, which is the subject of this application.
2. All answers to the questions in said application and all surveys and/or site plans and data attached to and made a part of this application are honest and true to the best of my knowledge and belief. By my signature below, I acknowledge that I have complied with all submittal requirements and that this request package is complete. I further understand that an incomplete application submittal may cause my application to be deferred.
3. Should this application be granted, I understand that any condition(s) imposed upon the granting of this request shall be binding to the owner, his heirs, and successors in title to possession of the subject property.
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5. I understand that my request if approved does not encumber provision of utility, road or other City infrastructure capacity. The analysis provided by staff of existing levels of service for public facilities and services in the vicinity of the parcel identified in this application is a non-binding analysis, and does not guarantee capacity will be available in the future or encumber/reserve capacity for any period of time.
6. I understand that as the Applicant, I must hold a public meeting prior to the scheduling of any public hearings before the Planning and Zoning Commission or City Council for this item. Notices for this meeting must be sent to all property owners within 500 feet of the subject property.

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council, Board of Adjustment & Appeals, and Planning & Zoning Commission on this topic to properly noticed public hearings or to written communication to the City Clerk's Office, City of Titusville, P.O. Box 2806, Titusville, FL 32781

/s/ _____ 5/21/26
(Signature*) (Date)

** By entering your name in the "Signature" box above, you are signing this Application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Application. By entering your name in the "Signature" box above, you consent to be legally bound by this Application's terms and conditions.*

Date received: _____

Accepted by: _____

Gateway to Nature & Space

SUBMITTAL CHECKLIST

(Development Review Procedures Manual Section 5 and 6)

Please fill out the following and submit the documents to the Planning Department electronically. Payment of fees does not ensure a favorable decision. Additional information may include documents initially waived at the pre-application meeting but subsequently determined necessary by staff.

1.	Complete Application and Fees	☑
2.	Warranty Deed	☑
3.	Notarized Owner Authorization Form (If applicable) N/A	☐
4.	Legal Description (from a certified survey)	☑
5.	Certified Survey (sealed and containing permanent reference points as described by Chapter 177, Florida Statutes, with bearings, distances and closures) in electronic PDF format	☑
6.	Names, addresses and address labels for all property owners within 500 feet of the subject property. *Note: This listing is available from either the Brevard County Property Appraiser's Office or the City of Titusville Planning Department. Current charge for this service is $35.00.*	☑
7.	For **Planned Development and Master Plan** applications, a conceptual site plan (minimum 24" x 36") in electronic PDF format. See table below for requirements.	☑
8.	For **Master Plan** applications, a Unified Control Agreement pursuant to Sec. 34-54 of the Land Development Regulations. N/A	☐
9.	Pre-Application Meeting Date: 6/26/2024 Staff in Attendance: Eddy Galindo, Mandy Lamothe, Mark Jones	☑
10.	Community Meeting per Ordinance 26-2019 – Tentative meeting date 6/15/2026	☑

Conceptual Site Plan Checklist

(Development Review Procedures Manual Section 5 and 6)

THE CONCEPTUAL SITE PLAN SHALL INCLUDE THE FOLLOWING:

1.	All information required for a sketch plat. (if applicable)	☑
2.	Development plan identifying the location and acreage of each component and district of the project, including the location and placement of proposed land uses by type and density, density, layout of lots, open space designation, location of landscape buffer areas required by these regulations, recreational facilities, commercial uses, other permitted uses, off-street parking and loading locations and refuse collection locations.	☑
3.	Development plans showing access and buffer areas (both external and internal) to the development and how pedestrian and other non-motoring travel will be safely integrated.	☑
4.	Tabulations of acreage devoted to each use and total gross acreage of the project. These tabulations shall include acreage totals for each use, open space designations, recreation facilities, streets, parks, schools and other uses. Within these tabulations, information relative to the total number and type of residential units, the residential density for each type of unit, and the overall residential density of the project shall be provided.	☑
5.	An environmental component, including maps and analyses, which determine the effect of the proposed development upon the conservation/preservation of native habitat, wildlife, floodplains, recreation advantages wetlands and other natural resources.	☑
6.	Documentation as to the impact of the proposed development on the levels of service for roads, potable water, sanitary sewer, solid waste drainage, parks and any other public facilities and services. (Preliminary Concurrency Analysis)	☑
7.	A stormwater management plan with sufficient detail included to demonstrate that the proposed development can comply with the requirements of the Land Development Regulations.	☑
8.	The location of existing buildings and structures including the dimensions.	☑

Anderson, Christie

From: Madivala, Satya <Satya.Madivala@hines.com>
Sent: Thursday, June 25, 2026 12:32 PM
To: Anderson, Christie
Cc: Wood, Ryan; kathleen; sam; Parrish, Bradley; Husainy, Kinan
Subject: RE: CPA 2-2026

Christie,

As authorized agent, we are good to include the comp plan amendment text amendment proposed to include the 73.56 Acres designated as the 4Frontiers Planned Industrial Park in this Comp Plan and Rezoning request. Kimley-Horn will be sending the updated exhibit with the correction you discussed shortly.

Thank you,

Satya B. Madivala
Director – Design & Construction
Hines
383 17th Street | Suite 100 | Atlanta, GA 30363
M 347.753.2048
satya.madivala@hines.com
Intelligent Real Estate Investment, Development and Management

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From: Anderson, Christie <Christie.Anderson@Titusville.com>
Sent: Thursday, June 25, 2026 12:29 PM
To: Madivala, Satya <Satya.Madivala@hines.com>
Cc: Wood, Ryan <Ryan.Wood@hines.com>; kathleen <kathleen@consultkey.com>; sam <sam@consultkey.com>; Parrish, Bradley <Brad.Parrish@titusville.com>; Husainy, Kinan <Kinan.Husainy@kimley-horn.com>
Subject: RE: CPA 2-2026

[From an External Email System]

Good Afternoon Satya,

We are approaching the advertising deadline and need your acknowledgment by 3:00 PM today to keep the meetings on schedule. Please reply to this email to confirm that you are amending your application. Thank you.

Christie Anderson, AICP
Senior Planner | City of Titusville
555 S. Washington Avenue
Titusville, FL 32781-2806
(321) 567-3777

Please Note: *Florida has a very broad public records law. Most written communications to or from City employees regarding City business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.*

From: Anderson, Christie
Sent: Thursday, June 25, 2026 9:51 AM
To: Madivala, Satya <satya.madivala@hines.com>
Cc: Wood, Ryan <ryan.wood@hines.com>; kathleen <kathleen@consultkey.com>; sam <sam@consultkey.com>; Parrish, Bradley <Brad.Parrish@titusville.com>; Husainy, Kinan <Kinan.Husainy@kimley-horn.com>
Subject: RE: CPA 2-2026
Importance: High

Good Morning Satya,

The western portion of the site contains approximately 73.56 acres that are currently designated as the *4Frontiers Planned Industrial Park*, a proposed technology development and public demonstration facility. This development was approved in 2010 through *CPA 2010-02D (Ordinance 30-2010),* subject to the following conditions:

1) Any impacts to wetlands must be permitted by the St. Johns River Water Management District (SJRWMD) or other applicable regulatory agencies.
2) A habitat management plan must be prepared in accordance with Section 35-8 of the Land Development Regulations (LDRs) if any endangered species are found on the property.
3) Development on the property is limited to a maximum Floor Area Ratio (FAR) of 0.32.

For reference, I have attached the supporting documentation for the approved 4Frontiers development, including the development order and master development plan.

As part of the 4Frontiers approval, the Comprehensive Plan was amended to establish the allowable development intensity for the site. This amendment created Future Land Use Element (FLUE) Policy 1.8.14, which provides an option for future Planned Industrial Park developments to voluntarily limit development intensity to address concurrency impacts. The existing Planned Industrial Park zoning will need to be rezoned to remove the previously approved 4Frontiers master development plan, and a comprehensive plan text amendment will also be required to modify Policy 1.8.14.

Staff have prepared the attached Comprehensive Plan text amendment draft for your review and comments. In addition, the supporting exhibits will need to be updated to include the rezoning of the existing PID so that the approved 4Frontiers master development plan and rezoning conditions can be formally removed from the property.

Sincerely,

Christie Anderson, AICP
Senior Planner | City of Titusville
555 S. Washington Avenue
Titusville, FL 32781-2806
(321) 567-3777

Please Note: *Florida has a very broad public records law. Most written communications to or from City employees regarding City business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.*

From: Parrish, Bradley <Brad.Parrish@titusville.com>
Sent: Thursday, June 25, 2026 9:41 AM
To: Husainy, Kinan <Kinan.Husainy@kimley-horn.com>
Cc: Anderson, Christie <Christie.Anderson@Titusville.com>; Wood, Ryan <ryan.wood@hines.com>; Madivala, Satya <satya.madivala@hines.com>; kathleen <kathleen@consultkey.com>; sam <sam@consultkey.com>
Subject: RE: CPA 2-2026

Understood. The application needs to be amended. Christie will be sending an email soon with an explanation. We'll consider Satya Madivala's acknowledgement to that email as an amendment to the application.

Brad Parrish, AICP
Community Development Director
555 South Washington Avenue
City of Titusville, FL 32796
Direct 321.567.3776
www.titusville.com

Any material concerning the City of Titusville are treated as a public record as defined by the Florida open records laws.

From: Husainy, Kinan <Kinan.Husainy@kimley-horn.com>
Sent: Thursday, June 25, 2026 9:31 AM
To: Parrish, Bradley <Brad.Parrish@titusville.com>
Cc: Anderson, Christie <Christie.Anderson@Titusville.com>; Wood, Ryan <ryan.wood@hines.com>; Madivala, Satya <satya.madivala@hines.com>; kathleen <kathleen@consultkey.com>; sam <sam@consultkey.com>
Subject: FW: CPA 2-2026

Brad, the attached proposed Comp Plan text amendment was forwarded to me. We would need the FAR number to be 0.23 not 0.22 to keep the max building square footage at 3.5 Million SF. See below for our calculations.

350 AC * 43,560 SF/Acre = 15,246,000 SF

3,500,000 SF / 15,246,000 SF = 0.22957 = 0.23

Please let me know if you need anything else.

Kinan Husainy, P.E.
Kimley-Horn | 7341 Office Park Place, Suite 102, Melbourne, FL 32940
Direct: 321 225 0642 | Mobile: 772 473 8575 | Main: 321 430 1138

This email is confidential and may be legally privileged. It is intended solely for the addressee. Access to this email by anyone else is unauthorized. If you are not the addressee or an intended recipient or have not agreed with us the terms on which you are receiving this email, any processing or disclosure with respect to its content or its attachments is strictly prohibited. In case this email was mistakenly sent to you, please reply to the sender and delete it along with any attachments.

This email has been scanned based on our security standards; however, the ultimate responsibility for virus checking lies with the recipient. Please be aware that messages sent to you from any Hines entity or affiliate may be monitored and archived for security reasons, to protect our business, and to ensure compliance with legal and regulatory obligations and our internal policies.
For more information on how Hines collects, uses, and protects your personal data, please consult our Privacy Policy.

Gateway to Nature & Space

OWNER'S AUTHORIZATION FORM

This authorization form is for:

- ☐ Annexation (ANX)
- ☑ Comprehensive Plan Amendment (CPA)
- ☐ Conditional Use Permit (CUP)
- ☐ Development Agreement (DA)
- ☐ Easement Vacation (EAS)
- ☑ Master Plan (MP)
- ☐ Planned Development (PD)
- ☑ Rezoning (REZ)
- ☐ Right-of-Way Vacation (ROW)
- ☐ Small Scale Amendment (SSA)
- ☐ Variance (VAR)

Date: 6/12/2026

To: City of Titusville
Attn: Planning Department
555 S. Washington Avenue
Titusville, FL 32796-3584

PROJECT DESCRIPTION: 402.37-acres of land, 281.79-acres proposed to be rezoned to a Planned Industrial Development (PID).

PROJECT ADDRESS: South of Shepard Drive, East of SR 407 and West of Grissom Pkwy

PARCEL ID# OR TAX ACCT #: 2318808, 2300409

Please accept this documentation as authorization for Satya Madivala (Name of Applicant) to apply for the above selected request.

Property Owner Signature

Kevin Daugherty
Property Owner Name (Please Print)

1 Bristow Way
Street Address

Titusville, FL, 32780
City, State, Zip code

(321) 267-8780
Telephone Number

Please Note: If the property is owned by a corporation, trust, et cetra, documentation must be included with this authorization form to prove the person signing this document has the legal authority to do so. If this documentation is not submitted, the application will not be accepted.

TO BE COMPLETED BY NOTARY

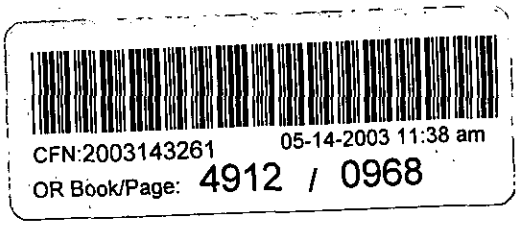
State of Florida
County of Brevard

Subscribed and sworn to before me on this 12th day of June, 2026,
By _____ who is personally known to me or produced
_____ as identification.

Notary Public Signature

My Commission Expires: 03/07/2030
Date

SANDRA WILLIAMS
Notary Public
State of Florida
Comm# HH767513
Expires 3/7/2030



This instrument prepared by & return to:
ROBERT L. BEALS, ESQ.
ALLIANCE TITLE OF BREVARD
730 East Strawbridge Avenue
Melbourne, FL 32901

WARRANTY DEED

THIS INDENTURE, made this 14th day of May, 2003, between WILLOW CREEK DEVELOPMENT, LLC, a Florida limited liability company, ("Grantor"), and TITUSVILLE-COCOA AIRPORT AUTHORITY, a special taxing district authorized and existing under the laws of the State of Florida ("Grantee"), whose address is 355 Golden Knights Boulevard, Titusville, FL 32780;

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee forever, the following described land situate, lying and being in the County of Brevard, State of Florida, to wit:

See Exhibit A attached hereto and made a part hereof for complete legal description of property conveyed hereby.

SUBJECT to restrictions, reservations and easements of record, if any, which are not reimposed hereby, and taxes subsequent to December 31, 2002.

And the Grantor does hereby fully warrant the title to the land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has executed this instrument on the day and year

CFN:2003143261
OR Book/Page: 4912 / 0969

first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Irene Sullivan
Witness Signature

IRENE Sullivan
Print Witness Name

Maria A. Cox
Witness Signature

Maria A. Cox
Print Witness Name

GRANTOR:

WILLOW CREEK DEVELOPMENT, LLC,
a Florida limited liability company

By: B. E. J.
Benjamin E. Jefferies,
Managing Member

Address: 3391 Bayside Lakes Blvd. SE
Palm Bay, FL 32909

STATE OF FLORIDA

COUNTY OF BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me this 7th day of May, 2003, by BENJAMIN E. JEFFERIES, as Managing Member of WILLOW CREEK DEVELOPMENT, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me, or who produced _____ as identification, and who did take an oath.

Irene Sullivan
Notary Public Signature

My commission expires:

IRENE Sullivan
Print Notary Public Name

NOTARY PUBLIC STATE OF FLORIDA
Irene Sullivan
Commission # CC 965550
Expires Sep. 5, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

CFN:2003143261
OR Book/Page: 4912 / 0970

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

GRANTOR:

WILLOW CREEK DEVELOPMENT, LLC,
a Florida limited liability company

By: _____
Duane A. Watson,
Managing Member

Address: 3391 Bayside Lakes Blvd. SE
Palm Bay, FL 32909

STATE OF FLORIDA

COUNTY OF BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me this 7th day of May, 2003, by DUANE A. WATSON, as Managing Member of WILLOW CREEK DEVELOPMENT, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me, or who produced _____ as identification, and who did take an oath.

Notary Public Signature

My commission expires:

Print Notary Public Name

LINDA A. WILKINSON
Notary Public - State of Florida
My Commission Expires Mar 2, 2005
Commission # CC996620

C:\Program Files\Corel\WordPerfect Office 2000\WPDOCS\1307-6\willow.creek.tico.deed.frm

EXHIBIT A

CFN:2003143261
OR Book/Page: 4912 / 0971

LEGAL DESCRIPTION:

PARCEL T-1:

A PARCEL OF LAND
A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 23 SOUTH, RANGE 35 EAST AND BEING THAT PART OF LOTS 227, 230, 234, 235, 238, 239, 242, 243, 246, 247, 250 AND 251 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF GRISSOM PARKWAY. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 35 EAST, AND THE SOUTHEAST CORNER OF LOT 228 AS SHOWN ON SAID PLAT OF COCOA-INDIAN RIVER PROPERTIES, THENCE S.84°24'07"W., ALONG THE SOUTH LINE OF SAID SECTION 3 AND THE SOUTH LINE OF SAID LOT 228, A DISTANCE OF 1336.38 FEET TO THE SOUTHEAST CORNER OF LOT 227 AS SHOWN ON SAID PLAT OF COCOA-INDIAN RIVER PROPERTIES AND SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N.00°05'57"W., ALONG THE EAST LINE OF LOTS 227, 230, 235, 238, 243, 246, AND 251 AS SHOWN ON SAID PLAT OF COCOA-INDIAN RIVER PROPERTIES, A DISTANCE OF 2308.62 FEET TO THE NORTHEAST CORNER OF SAID LOT 251; THENCE S.84°25'03"W., ALONG THE NORTH LINE OF SAID LOT 251, A DISTANCE OF 1340.16 FEET TO THE NORTHWEST CORNER THEREOF AND SAID POINT BEING THE NORTHEAST CORNER OF LOT 250 OF SAID PLAT; THENCE N.89°59'40"W., ALONG THE NORTH LINE OF SAID LOT 250, A DISTANCE OF 446.05 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2721, PAGE 910 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF GRISSOM PARKWAY, THE FOLLOWING THREE COURSES AND DISTANCES; THENCE S.00°24'17"E., 89.93 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2962.36 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°36'54", 1582.89 FEET TO THE POINT OF TANGENCY; THENCE S.31°01'11"E., 788.92 FEET TO A POINT LYING ON THE SOUTH LINE OF THE AFORESAID LOT 227 AND THE SOUTH LINE OF SAID SECTION 3; THENCE N.84°24'07"E., ALONG SAID LINE, A DISTANCE OF 957.65 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION:

PARCEL T-2:

A PARCEL OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST AND A PORTION THEREOF BEING THAT PART OF LOTS 225, 226, 227, 231, 232, 233, 234, 239, 240, 241, 242, 247, 248, 249 AND 250 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF GRISSOM PARKWAY, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 35 EAST AND THE SOUTHEAST CORNER OF LOT 228 AS SHOWN ON SAID PLAT OF COCOA-INDIAN RIVER PROPERTIES, THENCE S.84°24'07W., ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3 AND THE SOUTH LINE OF SAID LOTS 227 AND 228 A DISTANCE OF 2515.47 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF GRISSOM PARKWAY AND SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.84°24'07"W., ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 3 AND ALONG THE SOUTH LINE OF SAID LOTS 227 AND 226, A DISTANCE OF 164.39 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 3; THENCE N.89°50'05"W., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3 AND ALONG THE SOUTH LINE OF LOTS 226 AND 225 AS SHOWN ON SAID PLAT OF COCOA-INDIAN RIVER PROPERTIES, 2650.95 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 3 AND THE SOUTHWEST CORNER OF SAID LOT 225; THENCE N.00°24'39"W., ALONG THE WEST LINE OF SAID SECTION 3 AND ALONG THE WEST LINE OF LOTS 225, 232 AND 233 OF SAID PLAT OF COCOA-INDIAN RIVER PROPERTIES, 731.37 FEET; THENCE S.89°52'19"W., 4576.61 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 407; THENCE N.30°59'13"E., ALONG SAID RIGHT OF WAY LINE, 3684.98 FEET TO A POINT LYING ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST; THENCE S.00°13'24"E., 464.29 FEET TO THE SOUTHWEST CORNER OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SAID SECTION 4; THENCE S.89°53'23"E., ALONG THE SOUTH LINE OF SAID NORTH 3/4 OF THE NORTHEAST 1/4 OF SECTION 4, A DISTANCE OF 2658.40 FEET TO THE SOUTHEAST CORNER THEREOF AND SAID POINT LYING ON THE WEST LINE OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 35 EAST AND SAID LINE BEING THE WEST LINE OF THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S.00°24'39"E., ALONG SAID LINE, 1108.91 FEET TO THE NORTHWEST CORNER OF LOT 249 AS SHOWN ON SAID PLAT; THENCE S.89°59'40"E., ALONG THE NORTH LINE OF LOTS 249 AND 250 AS SHOWN ON SAID PLAT OF COCOA-INDIAN RIVER PROPERTIES, 2020.68 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2721, PAGE 910 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG SAID RIGHT OF WAY LINE OF GRISSOM PARKWAY, THE FOLLOWING THREE COURSES AND DISTANCES; THENCE S.00°24'17"E., 208.28 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2735.22 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°36'54", 1461.52 FEET TO THE POINT OF TANGENCY; THENCE S.31°01'11"E., 810.78 FEET TO THE POINT OF BEGINNING.

BEING A PARCEL OF LAND LYING IN SECTIONS 3 AND 4 OF TOWNSHIP 23, RANGE 35 AND A PORTION THEREOF BEING THAT PART OF LOTS 225, 226, 227, 231, 232, 233, 234, 239, 240, 241, 242, 247, 248, 249, AND 250 AS SHOWN ON THE PLOT OF COCOA-INIDAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF GRISSOM PARKWAY, AS DESCRIBED AS FOLLOWS:

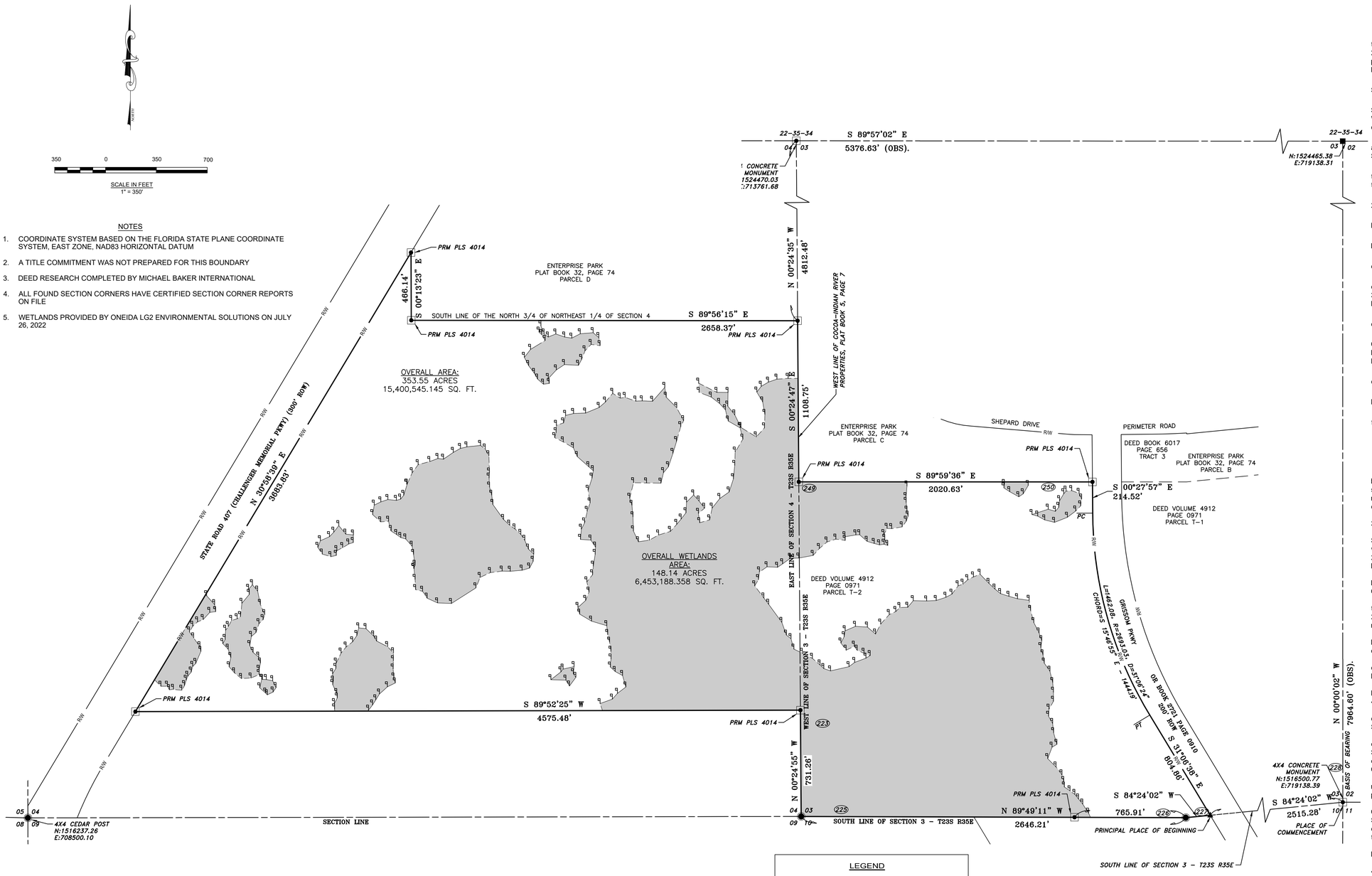
COMMENCE AT A 4X4 CONCRETE MONUMENT FOUND IN THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 23, RANGE 35 AND THE SOUTHEAST CORNER OF LOT 228 AS SHOWN ON SAID PLAT OF COCOA-INIDAN RIVER PROPERTIES;

THENCE SOUTH 84^0 24' 02" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 3 AND THE SOUTH LINE OF SAID LOTS 227 AND 228 A DISTANCE OF 2515.28 FEET TO A 5/8-INCH REBAR WITH CAP SET FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF GRISSOM PARKWAY (200-FOOT R/W) ASDESCRIBED IN OFFICIAL RECORDS BOOK 2721, PAGE 910 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT BEING IN THE PRINCIPAL PLACE OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SOUTHEAST ¼ OF SAID SECTION 3 AND THE SOUTH LINE OF SAID LOTS 227 AND 226, SOUTH 86^0 24' 02" WEST, A DISTANCE OF 164.11 FEET TO A REBAR FOUND IN THE SOUTHWEST ¼ CORNER OF SECTION 3; THENCE NORTH 89^0 49' 11" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 3 ALONG THE SOUTH LINE OF LOTS 226 AND 225 AS SHOWN ON SAID PLAT OF COCOA-INDIAN RIVER PROPERTIES, A DISTANCE OF 2646.21 FEET TO A REBAR FOUND IN THE SOUTHWEST ¼ CORNER OF SECTION 3, PASSING THROUGH A 3X3 CONCRETE MONUMENT WITH NAIL AND DISK FOUND STAMPED PRM, PLS 4014 AT A DISTANCE OF 765.91 FEET; THENCE NORTH 00^0 24' 55" WEST, ALONG THE WEST LINE OF SAID SECTION 3 AND ALONG THE WEST LINE OF LOTS, 255, 232, AND 233 AS SHOWN IN THE COCOA-INDIAN PROPERTIES, A DISTANCE OF 731.26 FEET TO A 3X3 CONCRETE MONUMENT WITH NAIL AND DISK FOUND STAMPED PRM, PLS 4014; THENCE SOUTH 89^0 52' 25" WEST, A DISTANCE OF 4575.48 FEET TO A 3X3 CONCRETE MONUMENT WITH NAIL AND DISK FOUND STAMPED PRM, PLS 4014 IN THE EASTERLY RIGHT-OF-WAY LINE OF STATE NO. 407 (300-FOOT RIGHT-OF-WAY); THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 407, NORTH 30^0 58' 39" EAST, A DISTANCE OF 3683.83 FEET TO A 3X3 CONCRETE MONUMENT WITH NAIL AND DISK FOUND STAMPED PRM, PLS 4014; THENCE SOUTH 00^0 13' 23" EAST, A DISTANCE OF 466.14 FEET TO A 3X3 CONCRETE MONUMENT WITH NAIL AND DISK STAMPED PRM, PLS 4014 LYING ON THE SOUTHWEST CORNER OF THE NORTH ¾ OF THE NORTHEAST ¼ OF SAID SECTION 4; THENCE SOUTH 89^0 56' 15" EAST, A DISTANCE OF 2658.37 FEET TO A 3X3 CONCRETE MONUMENT WITH NAIL AND DISK FOUND STAMPED PRM, PLS 4014, SAID POINT LYING ON THE WEST SECTION LINE OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 35 EAST, SAID SECTION LINE ALSO BEING THE EAST LINE OF SECTION 4 AND THE WEST LINE OF THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 00^0 24' 47" EAST, ALONG SAID LINE, A DISTANCE OF 1108.75 FEET TO A 3X3 CONCRETE MONUMENT WITH NAIL AND DISK STAMPED PRM, PLS 4014 ON THE NORTHEAST CORNER OF LOT 249 AS

SHOWN ON SAID PLAT; THENCE SOUTH 89^0 59’ 36” EAST, ALONG THE NORTH LINE OF LOTS 249 AND 250 AS SHOWN ON SAID PLAT OF COCOA-INDIAN RIVER PROPERTIES, A DISTANCE OF 2020.59 FEET TO A 3X3 CONCRETE WITH NAIL AND DISK FOUND STAMPED PRM, PLS 4014 ON THE WESTERLY RIGHT-OF-WAY LINE OF GRISSOM PARKWAY (200-FOOT R/W) AS DESCRIBED IN OFFICIAL RECORDS BOOK 2721, PAGE 910 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF GRISSOM PARKWAY, THE FOLLOWING THREE COURSE; THENCE SOUTH 00^0 27’ 57” EAST, A DISTANCE OF 214.52 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING RADIUS OF 2693.03 FEET; THENCE ALONG SAID CURVE HAVING AN ARC LENGTH OF 1462.08 FEET, ALONG A CHORD BEARING OF SOUTH 15^0 46’ 55” EAST A CHORD DISTANCE OF 1444.19 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 31^0 06’ 38” EAST, A DISTANCE OF 804.86 FEET TO THE PRINCIPAL PLACE OF BEGINNING.

CONTAINING WITHIN SAID BOUNDARIES 353.55 ACRES OF LAND MORE OR LESS BUT SUBJECT TO ALL LEGAL HIGHWAYS.



SURVEY NOT VALID WITHOUT ORIGINAL SEAL AND SIGNATURE

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FOURTH IN CHAPTER 5J-17, F.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUES, THE INITIAL FIELD WORK WAS COMPLETED ON MAY 15, 2022 BY MICHAEL BAKER INTERNATIONAL LICENSE BUSINESS 69.

RALPH W. GROMLEY LICENSE NUMBER No. LS6605 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Ralph W. Gromley

Digitally signed by Ralph W. Gromley
DN: C=US, E=Ralph.Gromley@mbakerintl.com, O=Michael Baker International, OU="Survey Department, CN-Ralph W. Gromley", CN=Ralph W. Gromley
Date: 2022.09.13 10:12:14-04'00'

RALPH W. GROMLEY, P.S.M.
REGISTRATION NO. LS 6605

09/13/2022
DATE

Deed to Titusville-Cocoa Airport Authority
Deed Book Volume 4912, Page 0971
Parcel T-2

A parcel of land lying in Sections 3 and 4, Township 23 South, Range 35 East and a portion thereof being that part of lots 225, 226, 227, 231, 232, 233, 234, 239, 240, 241, 242, 247, 248, 249 and 250 as shown on the plat of Cocoa-Indian River properties as recorded in Plat Book 5, Page 7 of the public records of Brevard County, Florida lying west of the westerly Right of Way line of Grissom Parkway, described as follows:

Commencing at the Southeast Corner of Section 3, Township 23 South, Range 35 East and the Southeast Corner of lot 228 as shown on said put of Cocoa-Indian River properties,

Thence S. 84°24'07" W., along the South line of the Southeast 1/4 of said Section 3 and the South line of said lots 227 and 228 a distance of 2515.47 feet to a point lying on the westerly Right of Way line of Grissom Parkway and said point being the Point of Beginning of the parcel of land herein described;

Thence continue S. 84°24'07" W. along the South Line of said Southeast 1/4 of Section 3 and along the South Line of said lots 227 and 226, a distance of 164.39 feet to the South 1/4 Corner of said Section 3;

Thence N. 89°50'05" W., along the South Line of the Southwest 1/4 of said Section 3 and along the South line of lots 226 and 225 as shown on said plat of Cocoa-Indian River properties, 2650.95 feet to the Southwest Corner of said Section 3 and the Southwest Corner of said lot 225;

Thence N. 00°24'39" W., along the West Line of said Section 3 and along the West Line of lots 225, 232 and 233 of said plat of Cocoa-Indian River properties, 731.37 feet;

Thence S. 89°52'19" W., 4576.61 feet to a point lying on the easterly Right of Way Line of State Road No. 407;

Thence N. 30°59'13" E., along said Right of Way line, 3684.98 feet to a point lying on the West line of the northeast 1/4 of said Section 4, Township 23 South, Range 35 east;

Thence S. 00°13'24 E., 464.29 feet to the Southwest Corner of the North 3/4 of the Northeast 1/4 of said Section 4;

Thence S. 89°53'23" E, along the South Line of said North 3/4 of the Northeast 1/4 of Section 4. a distance of 2658.40 feet to the Southeast Corner thereof and said point lying on the West line of Section 3, Township 23 South, Range 35 East and said line being the West line of the plat of Cocoa-Indian River properties as recorded in Plat Book 5, Page 7 of the public records of Brevard County, Florida;

Thence S. 00°24'39" E., along said line, 1108.91 feet to the Northwest Corner of lot 249 as shown on said plat;

Thence S. 89°59'40" E., along the North line of lots 249 and 250 as shown on said plat of Cocoa-Indian River properties, 2020.68 feet to a point lying on the westerly Right of Way line of Grissom Parkway as described in official records book 2721, page 910 of the public records of Brevard County, Florida;

Thence along said Right of Way line of Grissom Parkway, the following three courses and distances;

Thence S. 00°24'17" E., 208.28 feet to the point of curvature of a circular curve, concave Northeasterly and having a radius of 2735.22 feet;

Thence Southeasterly, along the arc of said curve, through a central angle of 30°36'54", 1461.52 feet to the point of tangency;

Thence S. 31°01'11" E., 810.78 feet to the Point of Beginning.

Being Further Described as Follows

Being a parcel of land lying in Sections 3 and 4 of Township 23, Range 35 and a portion thereof being that part of lots 225, 226, 227, 231, 232, 233, 234, 239, 240, 241, 242, 247, 248, 249, and 250 as shown on the plot of Cocoa-Indian River properties as recorded in Plat Book 5, page 7 of the public records of Brevard County, Florida lying west of the westerly Right of Way line of Grissom Parkway, as described as follows:

Commence at a 4x4 concrete monument found in the SE corner of Section 3, Township 23, Range 35 and the Southeast corner of lot 228 as shown on said plat of Cocoa-Indian River properties,

Thence South 84° 24' 02" West along the South Line of the Southeast 1/4 of said Section 3 and the South line of said lots 227 and 228 a distance of 2515.28 feet to a 5/8-inch rebar w/ cap set found in the westerly Right of Way line of Grissom Parkway (200-foot R/W) as described in Official Records Book 2721, Page 910 of the Public Records of Brevard County, Florida, said point being the Principal Place of Beginning of the parcel of land herein described;

Thence continuing along the South line of said Southeast 1/4 of Section 3 and the South line of said lots 227 and 226, South 84° 24' 02" West, a distance of 164.11 feet to a rebar found in the Southwest 1/4 Corner of Section 3;

Thence North 89° 49' 11" West, along the South line of the Southwest 1/4 of said Section 3 along the South line of lots 226 and 225 as shown on said plat of Cocoa-Indian River Properties, a distance of 2646.21 feet to a rebar found in the Southwest 1/4 Corner of Section 3, passing through a 3x3 concrete monument w/ nail and disk found stamped PRM, PLS 4014 at a distance of 765.91 feet;

Thence North 00° 24' 55" West, along the West line of said Section 3 and along the West line of lots, 255, 232, and 233 as shown in the Cocoa-Indian River properties, a distance of 731.26 feet to a 3x3 concrete monument w/ nail and disk found stamped PRM, PLS 4014;

Thence South 89° 52' 25" West, a distance of 4575.48 feet to a 3x3 concrete monument w/ nail and disk found stamped PRM, PLS 4014 in the easterly Right of Way line of State Road No. 407 (300-foot Right of Way);

Thence continuing along the easterly Right of Way line of State Road No. 407, North 30° 58' 39" East, a distance of 3683.83 feet to a 3x3 concrete monument w/ nail and disk found stamped PRM, PLS 4014;

Thence South 00° 13' 23" East, a distance of 466.14 feet to a 3x3 concrete monument w/ nail and disk stamped PRM, PLS 4014 lying on the Southwest corner of the North 3/4 of the Northeast 1/4 of said Section 4;

Thence South 89° 56' 15" East, a distance of 2658.37 feet a 3x3 concrete monument w/ nail and disk found stamped PRM, PLS 4014, said point lying on the West Section line of Section 3, Township 23 South, Range 35 East, said Section line also being the East line of Section 4 and the West line of the plat of Cocoa-Indian River properties as recorded in Plat book 5, Page 7 of the public records of Brevard County, Florida;

Thence South 00° 24' 47" East, along said line, a distance of 1108.75 feet to a 3x3 concrete monument w/ nail and disk stamped PRM, PLS 4014 on the Northeast corner of lot 249 as shown on said plat;

Thence South 89° 59' 36" East, along the North line of lots 249 and 250 as shown on said plat of Cocoa-Indian River properties, a distance of 2020.59 feet to a 3x3 concrete w/ nail and disk found Stamped PRM, PLS 4014 on the westerly Right of Way line of Grissom Parkway (200-foot R/W) as described in Official Records Book 2721, Page 910 of the Public Records of Brevard County, Florida, thence along the westerly Right of Way of Grissom Parkway, the following three course:

Thence South 00° 27' 57" East, a distance of 214.52 feet to the point of curvature of a curve to the left having a radius of 2693.03 feet;

Thence along said curve having an arc length of 1462.08 feet, along a chord bearing of South 15° 46' 55" East a chord distance of 1444.19 feet to the point of tangency;

Thence South 31° 06' 38" East, a distance of 804.86 feet to the Principal Place of Beginning. Containing within said boundaries 353.55 acres of land more or less but subject to all legal highways. This Legal Description is Based upon a Boundary survey by Michael Baker International in May of 2022 and supervised by Ralph W. Gromley P.S.M. LS 6605.

BOUNDARY SURVEY
FOR
SPACE COAST AIRPORT

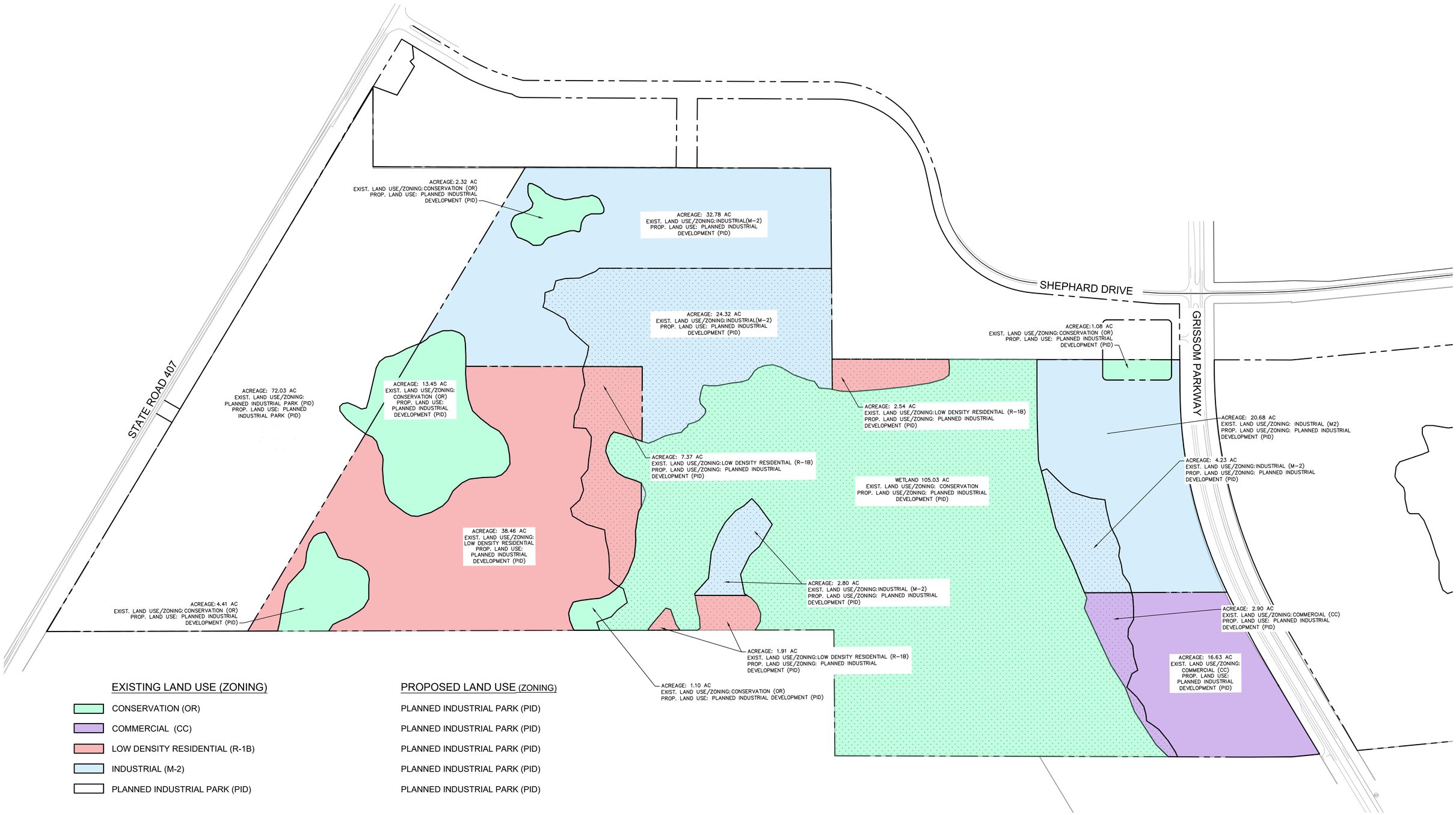
Prepared by:
Michael Baker INTERNATIONAL
Michael Baker International
515 North Flagler Drive, Suite 303
West Palm Beach, FL 33401
T. 561-812-6400
F. 561-812-6401
www.mbakerintl.com

LANDS OF
TITUSVILLE COCOA AIRPORT AUTHORITY
SPACE COAST REGIONAL AIRPORT
PART OF SECTION 3 AND SECTION 4
TOWNSHIP 23, RANGE 35, SECTION 3 AND SECTION 4

SCALE : 1" = 350"
DATE : 09/13/2022

DRAWN BY : MAEM
CHECKED BY: RWG
SHEET NO. 1 OF 1

PLOT DATE: 9/13/2022 9:45:16 AM
E:\Survey\ORDATA\1998_SPACE COAST 2022\DWG\PROJECT\SAC 1353 ACRES BOUNDARY.dwg



EXISTING LAND USE (ZONING)	PROPOSED LAND USE (ZONING)
CONSERVATION (OR)	PLANNED INDUSTRIAL PARK (PID)
COMMERCIAL (CC)	PLANNED INDUSTRIAL PARK (PID)
LOW DENSITY RESIDENTIAL (R-1B)	PLANNED INDUSTRIAL PARK (PID)
INDUSTRIAL (M-2)	PLANNED INDUSTRIAL PARK (PID)
PLANNED INDUSTRIAL PARK (PID)	PLANNED INDUSTRIAL PARK (PID)

1A

SCIP - PHASE 3

TITUSVILLE

FUTURE LAND USE EXHIBIT

06/25/2026 -

ENGINEER: KINAN HUSAINY (321) 225-0642 KIMLEY-HORN AND ASSOCIATES, INC.
DEVELOPER: HINES (347) 753-2048

GRAPHIC SCALE IN FEET
0 125 250 500

N W E S

Kimley»Horn

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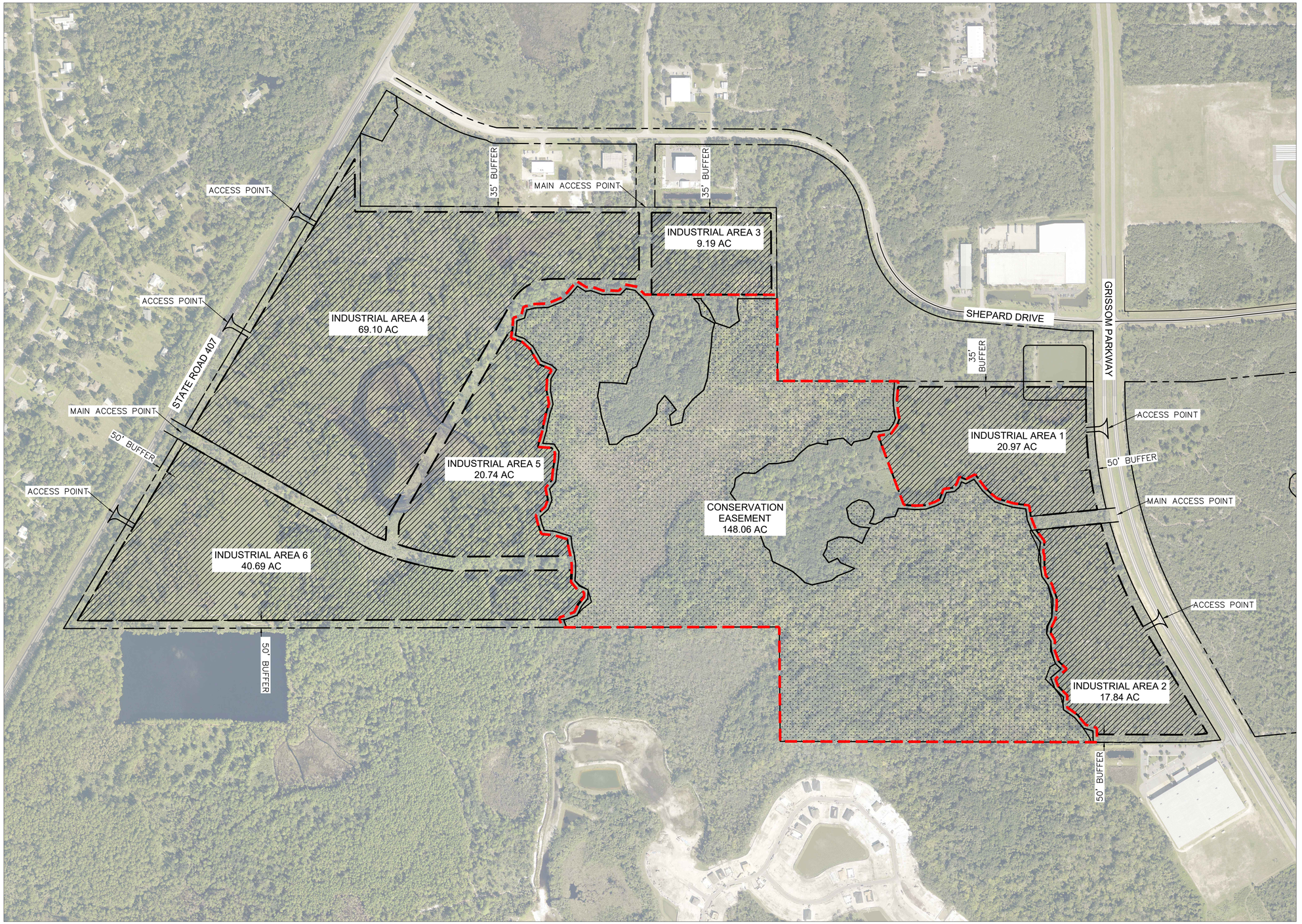

PROPOSED INDUSTRIAL AREA: 172.54 AC

LIMITS OF PROPOSED CONSERVATION EASEMENT

* INTERNAL ROADS MAY BE MODIFIED BASED ON SITE PLANNING CONSIDERATIONS.

* EXACT DRIVEWAY LOCATIONS ARE SUBJECT TO APPROVAL BY FDOT, BREVARD COUNTY AND FLORIDA'S TURNPIKE ENTERPRISE. ADJUSTMENTS TO THE LOCATION AND DESIGN OF DRIVEWAYS ARE ANTICIPATED. THIS PLAN REPRESENTS THE MAXIMUM NUMBER OF DRIVEWAYS SHOWN. MODIFICATIONS TO THE LOCATION AND/OR REDUCTION IN THE NUMBER OF DRIVEWAYS CONNECTING TO PUBLIC ROADS SHALL BE CONSIDERED A MINOR PLAN ADJUSTMENT AND NOT BE REQUIRED TO GO BACK TO CITY COUNCIL.

1A

SCIP - PHASE 3

TITUSVILLE

OVERALL PLANNED INDUSTRIAL DEVELOPMENT EXHIBIT

6/23/2026 - ENGINEER: KINAN HUSAINY (321) 225-0642 KIMLEY-HORN AND ASSOCIATES, INC.
DEVELOPER: HINES (347) 753-2048

GRAPHIC SCALE IN FEET
0 125 250 500

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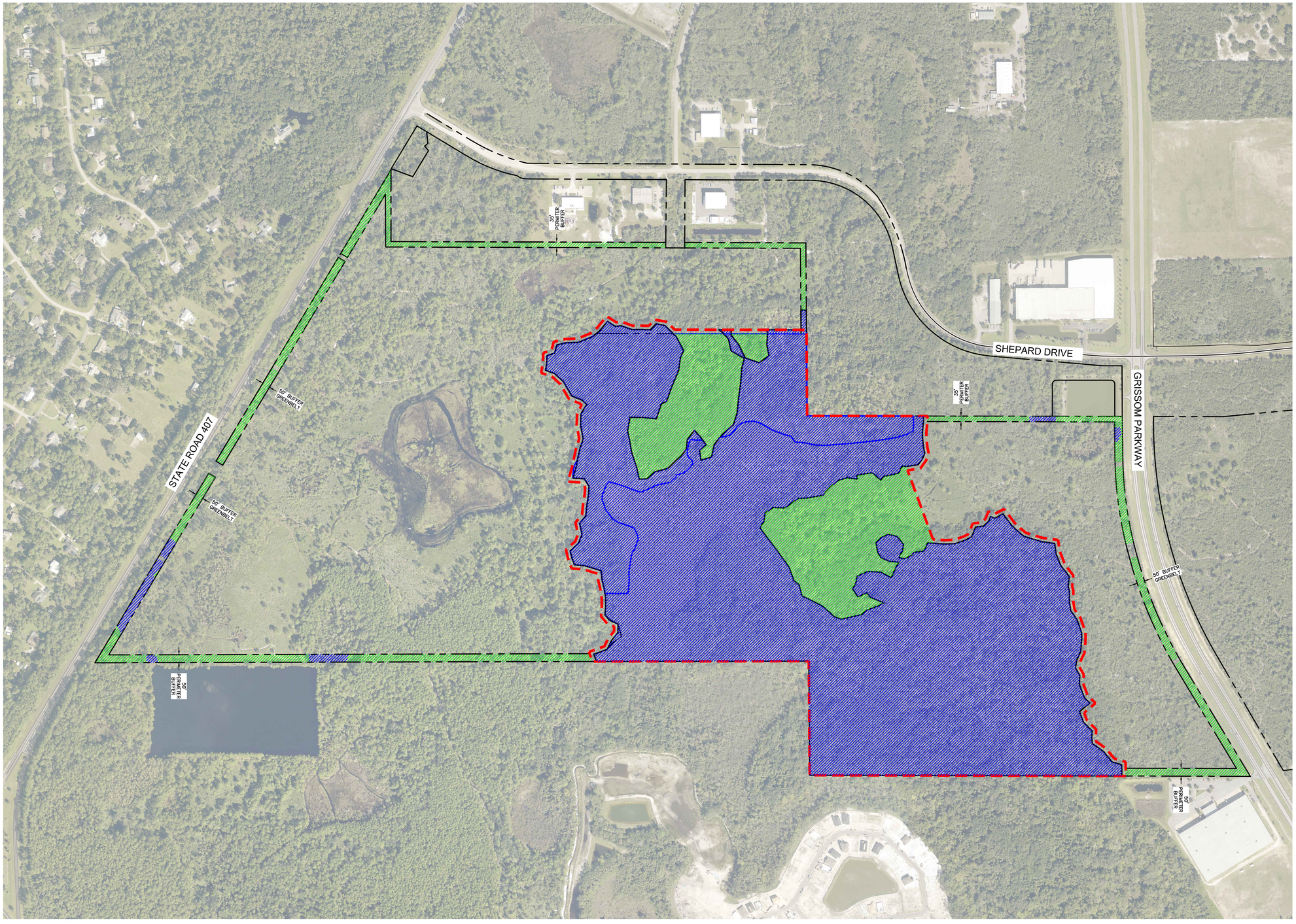

LEGEND:

OPEN SPACE AREA

WETLANDS (50% OPEN SPACE CONTRIBUTION)

LIMITS OF PROPOSED CONSERVATION EASEMENT

SPACE COAST INNOVATION PARK - PHASE 3

TOTAL SITE AREA:	354.04 AC
PROPOSED ZONING:	PID
OPEN SPACE:	
WETLANDS* :	61.06 AC (17.25%)
UPLANDS:	23.20 AC (6.55%)
GREENBELT/BUFFER:	13.36 AC (3.77%)
TOTAL:	
SITE AREA:	354.04 AC
OPEN SPACE:	97.62 AC (27.57%)
REQUIRED OPEN SPACE:	70.81 AC (20.00%)

*ONLY 50% OF ALL WETLAND AREAS ARE INCLUDED IN THE OPEN SPACE CALCULATION PER CITY OF TITUSVILLE CODE.

1A

SCIP - PHASE 3

TITUSVILLE

OPEN SPACE EXHIBIT

6/23/2026 - ENGINEER: KINAN HUSAINY (321) 225-0642 KIMLEY-HORN AND ASSOCIATES, INC.
DEVELOPER: HINES (347) 753-2048

GRAPHIC SCALE IN FEET
0 150 300 600

N W E S

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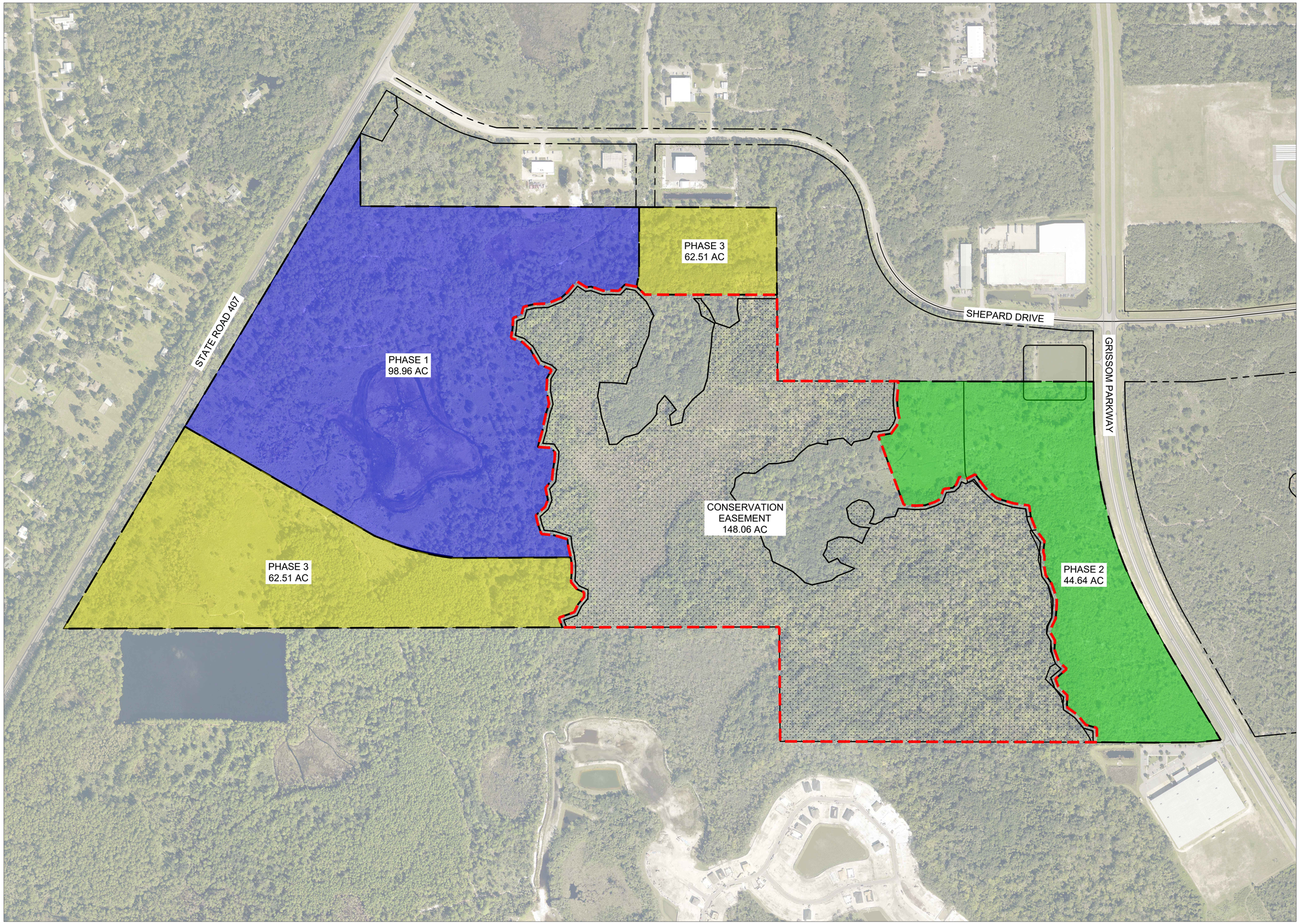

LIMITS OF PROPOSED CONSERVATION EASEMENT

PHASE 1: 98.96 ACRES

PHASE 2: 44.64 ACRES

PHASE 3: 62.51 ACRES

* CONSTRUCTION ORDER SUBJECT TO CHANGE FOR PHASE 2 AND PHASE 3

1A

SCIP - PHASE 3

TITUSVILLE

PHASING PLAN

6/17/2026 - ENGINEER: KINAN HUSAINY (321) 225-0642 KIMLEY-HORN AND ASSOCIATES, INC.
DEVELOPER: HINES (347) 753-2048

GRAPHIC SCALE IN FEET
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Stormwater Master Plan
May 29, 2026

SUBJECT:
Space Coast Innovation Park – Phase 3
Planned Industrial Development
Titusville, FL

ATTACHMENTS:
Conceptual Master Concept Plan

INTRODUCTION:
This application is for a Rezoning of the 402.37-acre subject site titled Space Coast Innovation Park.

The subject property includes two undeveloped parcels within the City of Titusville. It is located South of Shepard Drive, East of SR 407 and West of Grissom Pkwy. The proposed project at full build-out will be a Planned Industrial Development. The parcel has current future land uses of Planned Industrial Park, Conservation, Industrial, Low Density Residential, and Commercial High Intensity. This amendment proposes the removal of certain future Conservation, Industrial, Low Density Residential, and Commercial High Intensity areas in favor of a Planned Industrial Development. However, this package also proposes the addition of several new future Conservation areas to remain within the Planned Industrial Development.

PROPOSED DESIGN:
As part of the proposed project, a surface water management system is proposed to be constructed to provide both water quality and quantity consistent with the requirements set forth by the St. John's River Water Management District (SJRWMD) and the City of Titusville. The proposed design will incorporate the use of wet and dry ponds and will adhere to a maximum of 80% impervious area over the total subject site. The site is planned to have a minimum of 18% stormwater management facilities.

CONCLUSION:
The calculations and information provided show that the future proposed site design will meet the requirements of SJRWMD and the City of Titusville for Stormwater Management.

KIMLEY-HORN AND ASSOCIATES, INC.

Kinan Husainy, P.E.

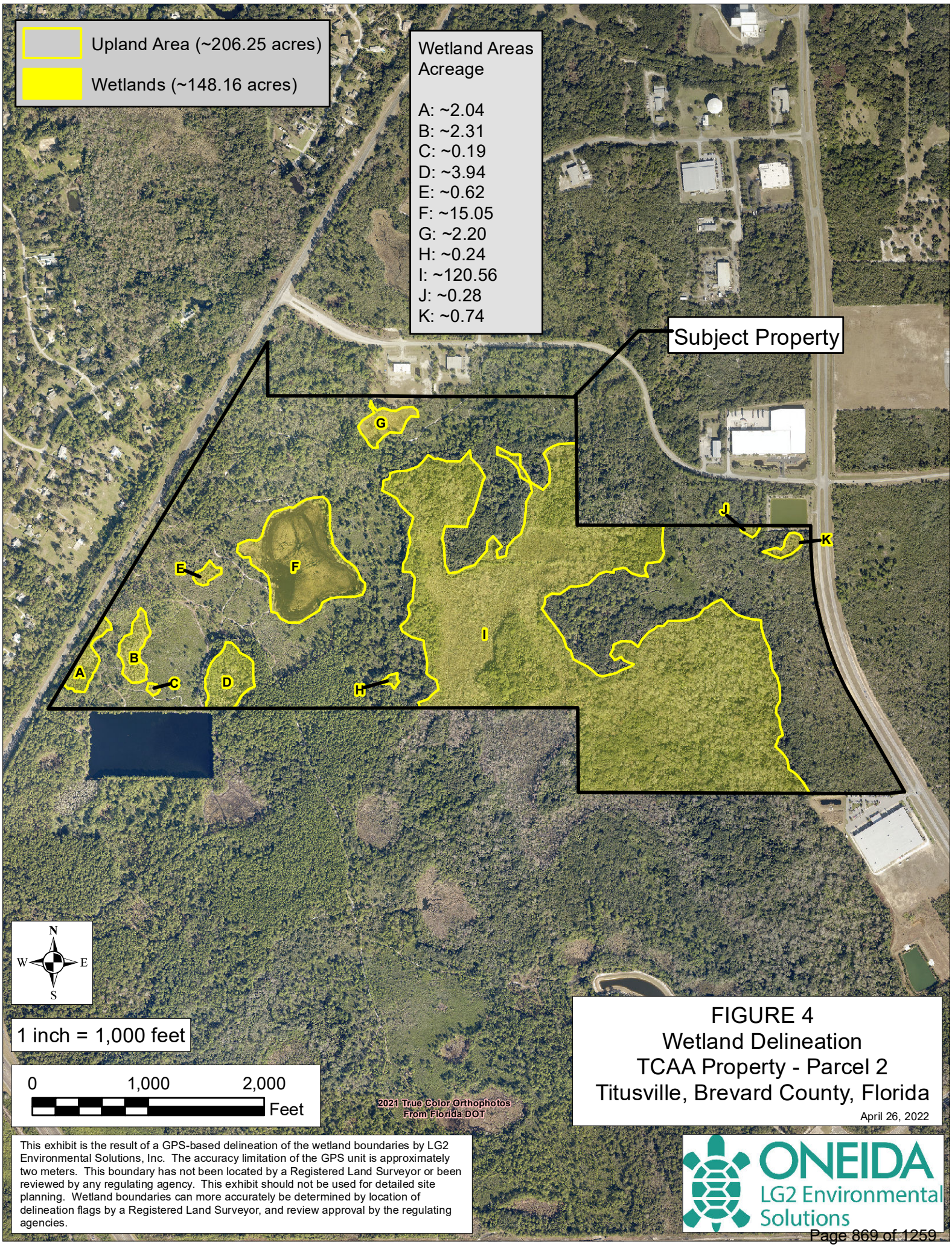


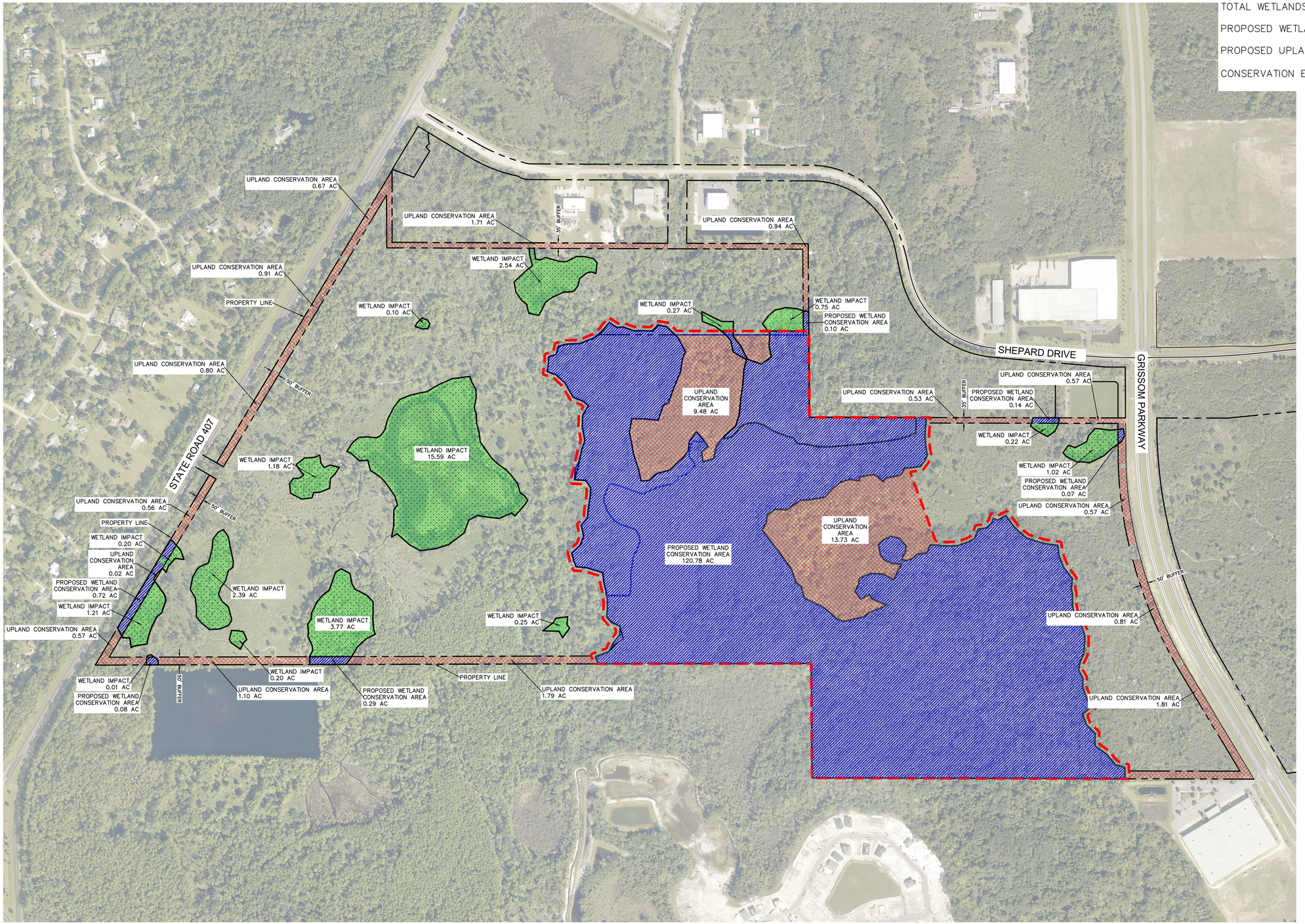
FIGURE 4
Wetland Delineation
TCAA Property - Parcel 2
Titusville, Brevard County, Florida

April 26, 2022

This exhibit is the result of a GPS-based delineation of the wetland boundaries by LG2 Environmental Solutions, Inc. The accuracy limitation of the GPS unit is approximately two meters. This boundary has not been located by a Registered Land Surveyor or been reviewed by any regulating agency. This exhibit should not be used for detailed site planning. Wetland boundaries can more accurately be determined by location of delineation flags by a Registered Land Surveyor, and review approval by the regulating agencies.

ONEIDA
LG2 Environmental Solutions

TOTAL WETLANDS TO BE IMPACTED:	29.72 AC
PROPOSED WETLAND CONSERVATION AREA:	122.17 AC
PROPOSED UPLAND CONSERVATION AREA:	36.55 AC
CONSERVATION EASEMENT AREA (INCLUDING BUFFERS):	148.06 AC



LEGEND:

- WETLAND IMPACTS
- WETLANDS
- PROPOSED WETLAND CONSERVATION AREA
- PROPOSED UPLAND CONSERVATION AREA
- LIMITS OF PROPOSED CONSERVATION EASEMENT

2A

SCIP - PHASE 3

TITUSVILLE

WETLAND IMPACT EXHIBIT

6/23/2026 -

ENGINEER: KINAN HUSAINY (321) 225-0642 KIMLEY-HORN AND ASSOCIATES, INC.

DEVELOPER: HINES (347) 753-2048

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Wetland Mitigation Strategy
Space Coast Innovation Park – SCIP Phase 3
Titusville, FL

Functional Loss/Gain Assessment:

Using the Uniform Mitigation Assessment Method (UMAM), the proposed development project not only satisfies but exceeds the “no net loss” wetlands requirement. The wetland impacts were evaluated using UMAM measuring the ecological function and quality of wetlands before and after impacts and/or mitigation activities.

The UMAM results demonstrate that the proposed wetland impacts result in a total functional loss of 21.03 units across 29.67 acres of wetland impacts. The proposed mitigation plan will generate a total of 22.36 functional gain units through a combination of wetland and upland preservation. This produces a net positive balance of approximately 1.33 functional units above the project’s functional loss. Please see attached figure and UMAM sheet.

The mitigation strategy achieves this surplus through several important components:

- Preservation of high-quality wetland systems with strong ecological value and function;
- Preservation of adjacent uplands that improve long-term wetland sustainability and habitat integrity;
- Improved landscape support values within preserved systems; and
- Immediate implementation assumptions result in low risk.

The preservation component alone contributes significant ecological uplift by protecting over 122 acres of wetlands with high functional scores. In addition, the upland areas provide more than 18 functional gain units, substantially increasing landscape connectivity, habitat protection, and wetland resilience.

Importantly, the final UMAM accounting shows:

- Total Functional Loss: 21.03 units
- Total Functional Gain: 22.36 units
- Net Functional Surplus: +1.33 units

Because the functional gain exceeds the quantified loss, the project results in a net increase in wetland functional value rather than a simple one-to-one replacement. This fulfills the intent of the “no net loss” policy ensuring that wetland ecological functions are maintained and enhanced over existing conditions.

Land Acreage Comparison:

Based on the attached Maps, the current proposal includes 148.06 Acres of conservation easement including wetlands and high-quality uplands. The current site has 95.45 acres of wetlands located within the OR Zoning. This is a 1.6:1 ratio of additional land being placed into conservation easement. Please see the attached Exhibit B.

Exhibit A

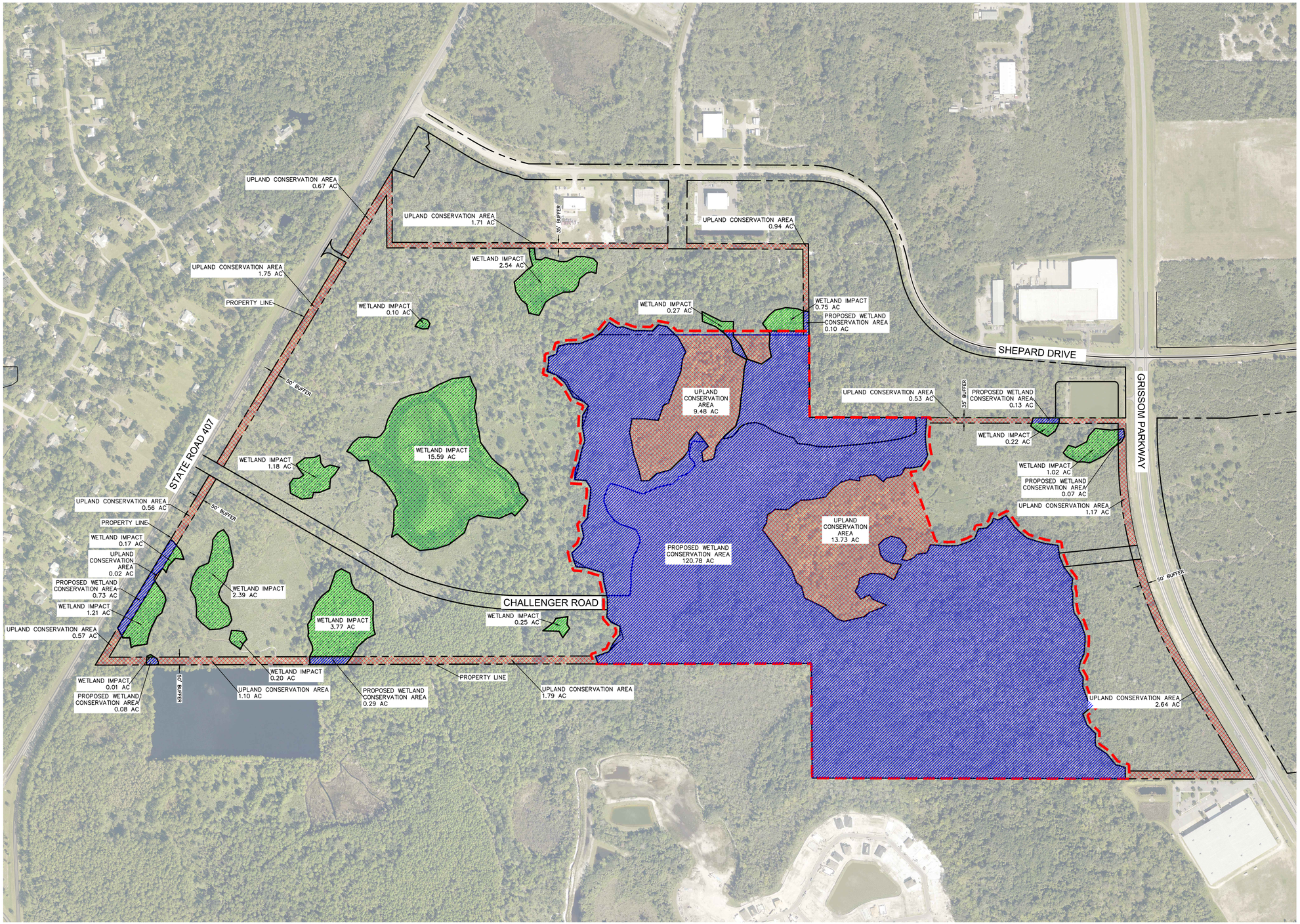
site: **SCIP - Phase 3** date: **5/28/2026**

Impacts	Habitat Type	Location and Landscape Support		Water Environment		Community Structure		Acres	Functional Loss
		before	after	before	after	before	after		
1	Wetland E	6	0	5	0	6	0	1.18	0.6687
2	Wetland D	7	0	7	0	8	0	3.77	2.7647
3	Wetland F	7	0	8	0	7	0	15.59	11.4327
4	Wetland B	7	0	7	0	8	0	2.39	1.7527
5	Wetland A	5	0	6	0	6	0	1.38	0.7820
6	Offsite Area	4	0	6	0	5	0		0.0000
7	Wetland I	7	0	8	0	8	0	1.02	0.7820
8	Wetland J	6	0	7	0	6	0	0.22	0.1393
9	Wetland K	6	0	7	0	6	0	1.02	0.6460
10	Wetland G	5	0	8	0	7	0	2.54	1.6933
11	Wetland M	6	0	5	0	6	0	0.1	0.0567
12	Wetland H	6	0	7	0	6	0	0.25	0.1583
13	Wetland C	7	0	7	0	8	0	0.2	0.1467
14	Wetland L	6	0	5	0	6	0	0.01	0.0057
secondary									0.0000
									0.0000

Total Impact Acres	Total Creation Acres	Total Enhancement Provided	Upland Acres Provided
29.6700	0	0	36.669

Total Functional Loss	Total Functional Gain Units
21.029	22.358

Mitigation preservation	Habitat Type	Location and Landscape Support		Water Environment		Community Structure		Time Lag	Risk	Preservation Adjustment Factor	Relative	Acres	Functional Gain Units
		before	after	before	after	before	after						
1	Wetland I (7)	7	7	8	8	7	9	1	1.00	0.5	0.0333	100.78	3.3593
2	Wetland I (8)	7	7	8	8	6	8	1	1.00	0.5	0.0333	20	0.6667
3	Wetlands	6	6	5	5	6	7	1	1.00	0.5	0.0167	1.4	0.0233
4								1	1.00		0.0000		0.0000
5								1	1.00		0.0000		0.0000
6								1	1.00		0.0000		0.0000
enh/creation		before	after	before	after	before	after						
7								1	1.00	n/a	0.0000		0.0000
8								1	1.00	n/a	0.0000		0.0000
9								1	1.00	n/a	0.0000		0.0000
10								1	1.00	n/a	0.0000		0.0000
uplands		before	after	before	after	before	after						
11	u	0	7	x	x	0	8	1	1.00	0.7	0.5250	9.48	4.9770
12	u	0	7	x	x	0	8	1	1.00	0.7	0.5250	13.73	7.2083
13	u	0	7	x	x	0	6	1	1.00	0.7	0.4550	13.459	6.1238
14	u			x	x			1	1.00		0.0000		0.0000



TOTAL WETLANDS TO BE IMPACTED:	29.67 AC
PROPOSED WETLAND CONSERVATION AREA:	122.19 AC
PROPOSED UPLAND CONSERVATION AREA:	36.66 AC
CONSERVATION EASEMENT AREA:	148.06 AC

LEGEND:

- WETLAND IMPACTS
- WETLANDS
- PROPOSED WETLAND CONSERVATION AREA
- PROPOSED UPLAND CONSERVATION AREA
- LIMITS OF PROPOSED CONSERVATION EASEMENT

2A

SCIP - PHASE 3

TITUSVILLE

WETLAND IMPACT EXHIBIT

5/12/2026 - ENGINEER: KINAN HUSAINY (321) 225-0642 KIMLEY-HORN AND ASSOCIATES, INC.
DEVELOPER: HINES (347) 753-2048

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SPACE COAST INNOVATION PARK - PHASE 3
EXISTING VS. PROPOSED WATER/SEWER DEMANDS

EXISTING LAND USE	EXISTING ZONING	ACREAGE	MAX. GROSS FLOOR AREA (SF)	DWELLING UNITS	DEMAND (GPD)		
Conservation	OR	127.39	0	0	0		
Commercial	CC	19.53	255218	0	51044	*0.2 GPD/sf	**0.30 FAR
Low Density Residential	R-1B	50.28	766569	291	72750	*5.8 du/acre	**250 GPD/unit
Industrial	M-2	84.81	2216594	0	443319	*0.2 GPD/sf	**0.60 FAR
Planned Industrial Park	PID	72.03	1882576	0	376515	*0.2 GPD/sf	**0.60 FAR
TOTAL		354.04	5120957	291	943628		

PROPOSED LAND USE	PROPOSED ZONING	ACREAGE	PROPOSED GROSS FLOOR AREA (SF)	DWELLING UNITS	DEMAND (GPD)	
Planned Industrial Park	PID	205.98	3500000	0	700000	*0.2 GPD/sf
Planned Industrial Park (Restricted by Conservation Easement)	PID	148.06	0	0	0	
TOTAL		354.04	3500000	0	700000	

TECHNICAL MEMORANDUM

To: Satya B. Madivala
Design & Construction Director
HK Space Coast Partners, LLC

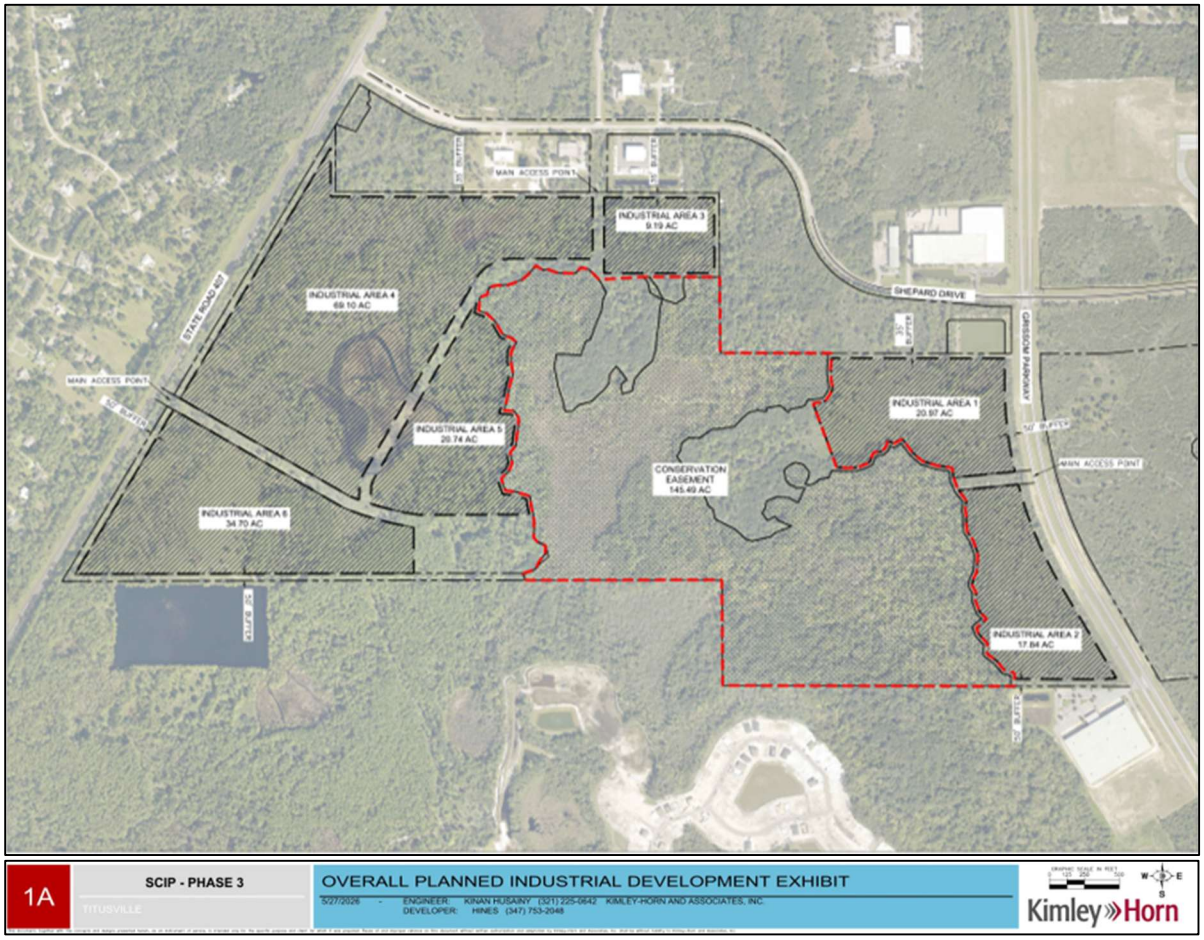
From: Nelson Caparas, PE

Date: June 5, 2026

Re: Traffic Assessment of SR 407 Development
Comprehensive Plan Amendment
Titusville, Florida

NV5 prepared this Traffic Study for the proposed change in land use on a parcel located east of SR 407, between I-95 and Shepard Lane in Titusville, Brevard County, Florida. The project proposes to change the existing land uses to Planned Industrial Development. The existing land uses are industrial park, conservation, planned industrial development and low density residential. The site is currently undeveloped. **Figure 1** presents the location of the proposed development.

Figure 1 - Project Location Map & Site Plan



The area or each parcel illustrated in **Figure 1** is listed in **Exhibit A**. The Institute of Traffic Engineers (ITE) Trip Generation Manual Land Use Code (LUC) 130 – Industrial Park was used to the industrial and planned industrial development land uses. ITE LUC 210 was used for low density residential trip generation. Conservation land is an undeveloped area with zero trip generation.

Traffic Counts

Traffic counts were conducted on May 21, 2026 at SR 407 and at Shepard Drive during a 24-hour period. The traffic counts are provided in **Exhibit B**. The total day volume on SR 407 was 14,865 vehicles and 3,267 on Shepard Drive. The highest peak hour on SR 407 was from 4:45 pm to 5:45 pm with 1,551 vehicles per hour. The peak hour volume of 3,267 on Shepard Drive was during the 7:45 am to 8:45 am period. The daily directional flow of traffic on SR 407 is 51% northbound and 49% southbound. The daily directional flow of traffic on Shepard Drive is 53% eastbound and 47% westbound.

Florida Traffic Online list the 2025 Average Annual Daily Traffic (AADT) on SR 407 at 10,300 vehicles per day (vpd) and on Shepard Drive at 2,300 vpd. The AADTs in years 2021 to 2024 on SR 407 were less than their 2025 AADT. Sheppard Drive only had 2025 AADT listed. The listed 2025 AADT for both roads were less than the recent 24-hour traffic counts summarized in **Table 1**.

Table 1. Daily and Peak Hour Volumes Counted

Road	Daily Vol	Peak Hour Directional	AM Peak Hr Vol	PM Peak Hr Vol
SR 407	14,865	711	1,197	1,551
Sheppard Drive	3,267	202	322	305

Level of Service

The Titusville Comprehensive Plan Amendment (CPA) established a Level of Service (LOS) E for arterial and collector roadways (Policy 1.1.1). A 11 Level of Service (LOS) D is established for roadways on the Florida Intra-state Highway System (FIHS) and Strategic Intermodal System (SIS) per Florida Department of Transportation (FDOT). The Titusville CPA Strategy 1.1.1.1 states that "The City shall study the opportunity to transition to a Multimodal Level of 16 Service / Multimodal Quality of Service that takes into account all modes of transportation."

The FDOT Multimodal Quality/Level of Service (Q/LOS) Handbook list the generalized service volumes for LOS C and LOS D. The two-lane road service volumes LOS D for C3R and C3C roadway classifications are listed in **Table 2**. FDOT Multimodal Q/LOS Handbook does not provide LOS E for C3R and C3C roadway classifications.

The existing daily volumes on SR 407 and Shepard Drive are LOS C or better.

Table 2. FDOT Generalized Service Volumes for Two-Lane Roads

Road Context Classification	AADT		Peak Hour Directional		Peak Hour Two-Way	
	LOS C	LOS D	LOS C	LOS D	LOS C	LOS D
C3R – Suburban Residential	19,600	22,400	1,700	1,850	1,760	2,020
C3C – Suburban Commercial	15,300	21,700	1,520	1,810	1,380	1,950

Trip Distribution Overview

Project-generated traffic associated with the proposed land use is anticipated to mostly travel on SR 407, as it is connected to I-95 and to SR 405. In consideration of a more conservative assessment, all the new trips were distributed to SR 407. Half of the trips generated by the proposed land use were distributed north of the site access and the other half was distributed south of the site access since the daily traffic count distribution was 51% northbound and 49% southbound.

Trip Generation

Project trip generation was estimated using rates and equations published in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 12th Edition (2025). The existing Industrial and Planned Industrial Development land uses were evaluated under LUC 130 – Industrial Park. The low density residential was evaluated under Land Use Code (LUC) 210 – Single-Family Detached Housing. The existing and proposed land uses are illustrated in **Exhibit C**.

Trip generation estimates for the project were calculated based on the proposed development consisting of six parcels totaling 1.751 million square feet of planned industrial development. The trip generation for the existing allowed land uses and proposed land use are summarized in **Table 3**. The existing and proposed land use trip generation are tabulated in **Exhibit D**.

Table 3. Trip Generation for Existing and Proposed Land Uses

	Daily	AM	PM
Existing	10,921	1,283	1,232
Proposed	15,506	2,160	1,776

The anticipated daily volume on SR 407 consisting of half the new land use trip generation of 15,506 vpd trips distributed north (7,753 vpd) and half distributed south (7,753 vpd) of the planned site access as entering and exiting traffic, each added to the existing traffic counts of 14,865 vpd. Similarly, half of the peak hour traffic was added to the north and half to the south of the site driveway to SR 407. No trip generated traffic from the planned land use was distributed to Shepard Drive due to the connectivity to very few destinations and existing low volume. Even if 20 percent of the new trip generation was distributed to Shepard Drive, the two-lane road will operate at LOS D or better.

Table 4. Daily and Peak Hour Volumes

Road	Daily Vol	AM Peak Hr Vol	PM Peak Hr Vol
SR 407	14,865	1,197	1,551
New Trip Generation	7,753	1,080	888
SR 407 Total	22,618	2,277	2,439
Shepard Drive	3,267	322	305
New Trip Generation	0	0	0
Shepard Dr Total	3,267	322	305

SR 407 is projected to operate at LOS D with the trips generated by the proposed land uses added to the existing daily traffic counts. Shepard Drive is projected to operate better than LOS C.

Conclusion

This Memorandum contains the results of the traffic assessment associated with the proposed change in the land use on the project site east of SR 407 Titusville, Florida. Based on the estimated site-generated traffic by the proposed land use, the proposed change to the existing land uses is expected to be within LOS D on SR 407 well within LOS E on Shepard Drive.

Attachments

Exhibit A – Parcel Area Square Footage

Exhibit B - Traffic Count Data

Exhibit C – Existing and Proposed Land Uses

Exhibit D – Existing and Proposed Land Use Trip Generation

I hereby acknowledge that the procedures and references used to develop the results contained in this memorandum are standard to the profession of Transportation Engineering as applied through professional judgment and expertise.

Prepared by:
NV5, Inc.
7020 AC Skinner Parkway, Suite 120
Jacksonville, FL 32256

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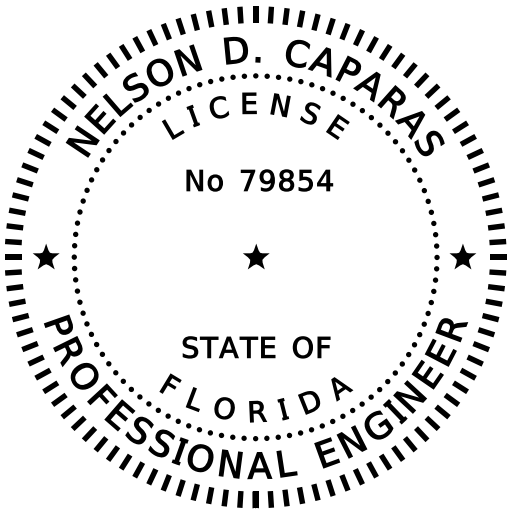


THIS DOCUMENT HAS BEEN
DIGITALLY SIGNED AND SEALED BY:

Nelson D Caparas

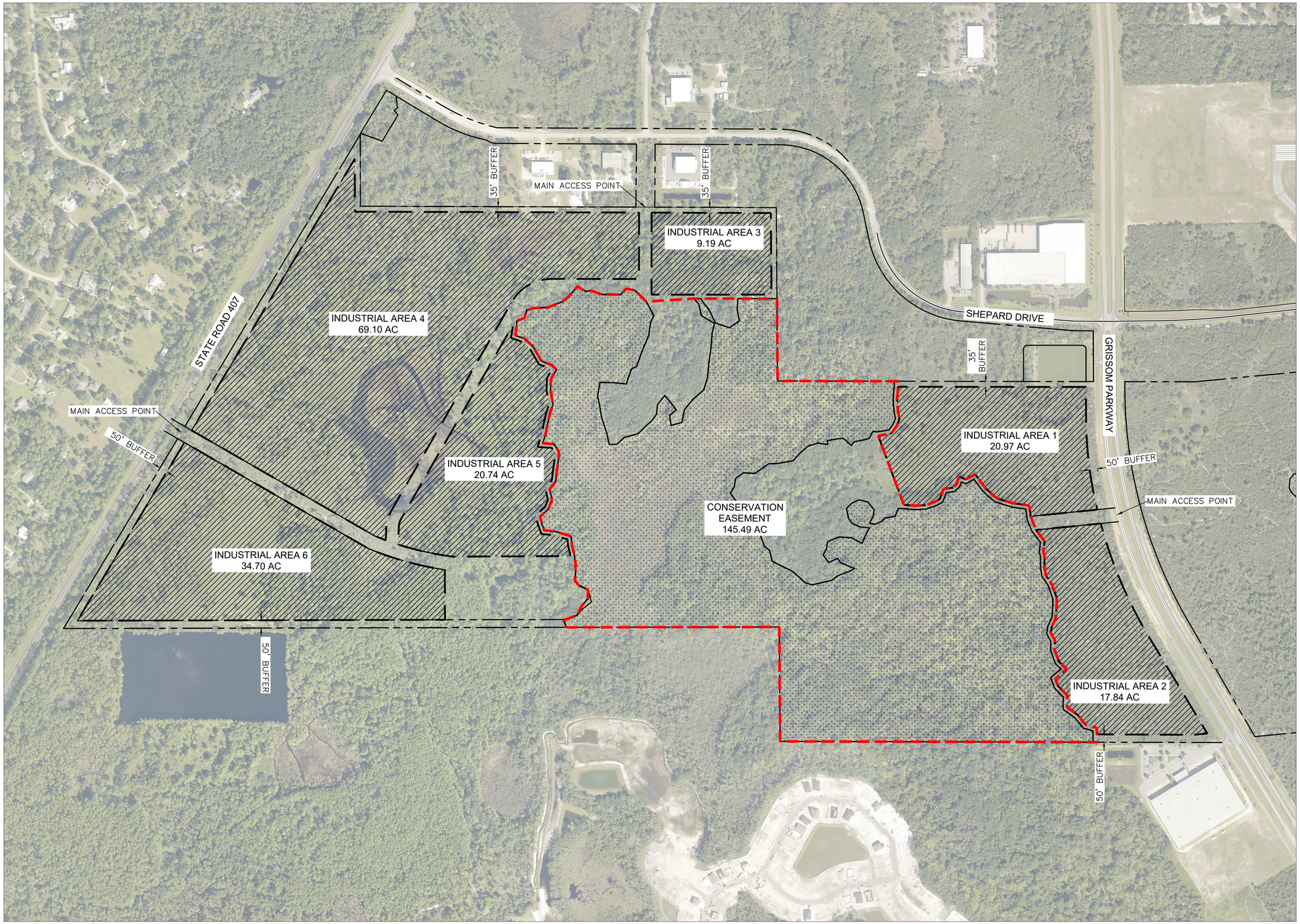
Digitally signed by Nelson D Caparas
DN: CN=Nelson D Caparas, O=Nelson D Caparas, L=Jacksonville, S=Florida, C=US
Date: 2026.06.05 18:04:57-04'00'

ON THE DATE ADJACENT TO THE SEAL

NELSON CAPARAS, P.E. 79854

Exhibit A:

Parcel Area Square Footage



PROPOSED INDUSTRIAL AREA: 172.54 AC

LIMITS OF PROPOSED CONSERVATION EASEMENT

* INTERNAL ROADS MAY BE MODIFIED BASED ON SITE PLANNING CONSIDERATIONS.

* ADDITIONAL DRIVEWAYS ONTO SR 407 WILL BE PERMITTED THROUGH FDOT

1A

SCIP - PHASE 3

TITUSVILLE

OVERALL PLANNED INDUSTRIAL DEVELOPMENT EXHIBIT

5/27/2026 - ENGINEER: KINAN HUSAINY (321) 225-0642 KIMLEY-HORN AND ASSOCIATES, INC.
DEVELOPER: HINES (347) 753-2048

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Attachment B:

Traffic Count Data

Bi-Directional Class Count || Location Overview

Brevard County, FL

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Site 1

FL-407 Challenger Memorial Pkwy,
south of Shepard Dr

Lat/Long

28.512076°, -80.831552°

Click here for Map

0000 - 2400 (Weekday 24h Session) (All Dates)

Location Overview

Description	Time Interval	Visible	Tabs
Bi-Directional Class Count	15min	☑	4
Bi-Directional Class Count	60min	☑	4
Graphical Analysis	-	☑	3
Base Data	15min	☑	2
Base Data	60min	☑	2

Daily & Monthly Factors

	Thu
	05/21
DF	1.00
MF	1.00
DF*MF	**1.00**

Bi-Directional Class Count || NB EB 15min

Brevard County, FL

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 1
FL-407 Challenger Memorial Pkwy,
south of Shepard Dr

Date
Thursday, May 21, 2026

Lat/Long
28.512076°, -80.831552°

Click here for Map

Weather
Light Rain Shower
81°F

Click here for Detailed Weather

0000 - 2400 (Weekday 24h Session) (05-21-2026)
NB EB 15min

	Northbound (Movement 1.1)													15min	60min
Time	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Total
0000 - 0015	0	13	1	0	0	0	0	0	3	0	0	0	0	**17**	
0015 - 0030	0	16	0	0	0	1	0	0	1	0	0	0	0	**18**	
0030 - 0045	0	13	1	0	1	0	0	0	1	0	0	0	0	**16**	
0045 - 0100	0	20	1	0	1	0	0	0	1	0	0	0	0	**23**	**74**
0100 - 0115	0	7	0	0	0	0	0	0	0	0	0	0	0	**7**	
0115 - 0130	0	7	0	0	0	0	0	0	1	0	0	0	0	**8**	
0130 - 0145	0	4	0	0	0	0	0	0	2	0	0	0	0	**6**	
0145 - 0200	0	8	0	0	0	0	0	0	0	0	0	0	0	**8**	**29**
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0345 - 0400	0	13	0	0	0	0	0	0	2	0	0	0	0	**15**	**61**
0400 - 0415	0	15	0	0	0	0	0	0	1	0	0	0	0	**16**	
0415 - 0430	0	25	1	0	0	0	0	0	0	0	0	0	0	**26**	
0430 - 0445	0	41	8	0	0	1	0	0	1	0	0	0	0	**51**	
0445 - 0500	0	54	9	0	1	1	0	3	2	0	0	0	0	**70**	**163**
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0515 - 0530	0	100	21	0	2	0	0	0	0	0	0	0	0	**123**	
0530 - 0545	0	92	31	0	2	0	0	0	1	0	0	0	0	**126**	
0545 - 0600	0	83	19	0	0	0	0	0	2	0	0	0	0	**104**	**441**
0600 - 0615	0	76	24	0	1	0	0	0	2	0	0	0	1	**104**	
0615 - 0630	0	84	26	0	3	2	0	0	1	0	0	0	0	**116**	
0630 - 0645	3	100	47	0	5	3	0	0	0	0	0	0	1	**159**	
0645 - 0700	2	149	27	4	3	1	0	0	6	0	0	0	0	**192**	**571**
0700 - 0715	0	102	39	0	7	2	0	0	5	1	0	0	0	**156**	
0715 - 0730	0	142	17	0	6	0	0	0	2	0	0	0	0	**167**	
0730 - 0745	0	139	19	0	3	2	0	1	4	0	0	0	0	**168**	
0745 - 0800	0	141	26	0	8	0	0	2	0	0	0	0	0	**177**	**668**
0800 - 0815	0	124	39	1	1	3	0	1	2	0	0	0	0	**171**	
0815 - 0830	1	127	30	2	3	3	0	3	9	0	0	0	0	**178**	
0830 - 0845	1	140	29	2	4	1	1	1	5	1	0	0	0	**185**	
0845 - 0900	1	123	24	1	4	0	0	1	2	0	0	0	0	**156**	**690**
0900 - 0915	0	83	23	1	1	0	0	1	7	0	0	0	0	**116**	
0915 - 0930	0	69	27	0	2	2	0	2	6	1	0	0	0	**109**	
0930 - 0945	0	82	22	3	4	2	0	2	5	2	0	0	0	**122**	
0945 - 1000	0	99	23	2	2	1	1	1	2	0	0	0	0	**131**	**478**
1000 - 1015	0	85	18	2	4	1	0	0	6	0	0	0	0	**116**	
1015 - 1030	0	90	21	2	4	2	0	0	2	0	0	0	0	**121**	
1030 - 1045	0	51	9	0	2	1	0	1	4	0	0	0	0	**68**	
1045 - 1100	0	68	14	0	4	0	0	1	3	0	0	0	0	**90**	**395**
1100 - 1115	0	60	15	0	1	3	0	0	5	0	0	0	0	**84**	
1115 - 1130	0	66	11	0	2	1	0	0	7	0	0	0	0	**87**	
1130 - 1145	0	74	12	0	0	4	0	0	5	0	0	0	0	**95**	
1145 - 1200	0	62	13	0	1	4	0	0	3	0	0	0	0	**83**	**349**
1200 - 1215	0	69	18	0	2	0	0	0	9	0	0	0	0	**98**	
1215 - 1230	0	39	19	0	2	0	0	1	4	0	0	0	0	**65**	
1230 - 1245	0	49	19	0	4	0	0	1	3	0	0	0	0	**76**	
1245 - 1300	0	63	19	0	1	0	0	1	7	0	0	0	0	**91**	**330**
1300 - 1315	0	43	11	1	1	1	0	0	2	0	0	0	0	**59**	
1315 - 1330	0	60	13	2	3	2	0	3	1	0	0	0	0	**84**	
1330 - 1345	0	63	11	0	3	0	0	0	4	0	0	0	0	**81**	
1345 - 1400	0	61	11	0	2	1	0	0	1	0	0	0	0	**76**	**300**
1400 - 1415	1	69	13	0	2	2	0	0	3	0	0	0	0	**90**	
1415 - 1430	0	62	18	1	2	1	0	1	4	0	0	0	0	**89**	
1430 - 1445	0	59	15	0	0	1	0	3	2	0	0	0	0	**80**	
1445 - 1500	1	69	14	1	0	0	0	1	5	0	0	0	0	**91**	**350**
1500 - 1515	0	87	10	0	2	0	0	0	2	0	0	0	0	**101**	
1515 - 1530	1	84	25	1	2	1	0	1	3	0	0	0	0	**118**	
1530 - 1545	0	99	32	0	1	1	0	0	3	0	0	0	0	**136**	
1545 - 1600	0	75	16	0	1	1	0	1	3	0	0	0	0	**97**	**452**
1600 - 1615	2	76	21	0	6	0	0	1	3	0	0	0	0	**109**	
1615 - 1630	3	93	23	0	2	1	0	0	1	0	0	0	0	**123**	
1630 - 1645	0	88	21	0	1	0	0	0	0	0	0	0	0	**110**	
1645 - 1700	0	114	22	0	2	0	0	0	4	0	0	0	0	**142**	**484**
1700 - 1715	0	94	30	0	2	0	0	0	0	0	0	0	0	**126**	
1715 - 1730	1	122	34	0	4	1	0	1	0	0	0	0	0	**163**	
1730 - 1745	0	130	27	0	2	0	0	0	2	0	0	0	0	**161**	
1745 - 1800	0	112	20	0	5	1	0	1	0	0	0	0	0	**139**	**589**
1800 - 1815	2	73	11	0	1	0	1	0	0	0	0	0	0	**88**	
1815 - 1830	1	66	15	0	1	0	0	0	0	0	0	0	0	**83**	
1830 - 1845	0	44	17	0	2	0	0	1	1	0	0	0	0	**65**	
1845 - 1900	0	57	9	0	0	0	0	0	3	0	0	0	0	**69**	**305**
1900 - 1915	0	45	10	0	1	0	0	1	1	0	0	0	0	**58**	
1915 - 1930	0	36	6	0	0	0	0	0	0	0	0	0	0	**42**	
1930 - 1945	0	50	10	0	0	0	0	0	0	0	0	0	0	**60**	
1945 - 2000	0	42	13	0	0	0	0	0	2	0	0	0	0	**57**	**217**
2000 - 2015	0	36	7	0	0	0	0	0	1	0	0	0	0	**44**	
2015 - 2030	2	49	13	0	0	0	0	0	0	0	0	0	0	**64**	
2030 - 2045	0	52	8	0	1	0	0	0	0	0	0	0	0	**61**	
2045 - 2100	0	58	6	0	0	0	0	0	0	0	0	0	0	**64**	**233**
2100 - 2115	1	49	6	0	0	0	0	0	1	0	0	0	0	**57**	
2115 - 2130	0	53	3	0	0	0	0	0	1	0	0	0	0	**57**	
2130 - 2145	0	40	4	0	1	0	0	0	1	0	0	0	0	**46**	
2145 - 2200	0	32	3	0	1	0	0	0	1	0	0	0	0	**37**	**197**
2200 - 2215	0	26	5	0	0	0	0	0	0	0	0	0	0	**31**	
2215 - 2230	0	41	4	0	0	0	0	0	0	0	0	0	0	**45**	
2230 - 2245	0	38	2	0	0	0	0	0	1	0	0	0	0	**41**	
2245 - 2300	0	23	3	0	1	0	0	0	0	0	0	0	0	**27**	**144**
2300 - 2315	0	22	3	0	0	0	0	0	0	0	0	0	0	**25**	
2315 - 2330	0	25	3	0	2	1	0	0	1	0	0	0	0	**32**	
2330 - 2345	0	28	2	0	1	0	0	1	0	0	0	0	0	**32**	
2345 - 0000	0	18	1	0	0	0	0	0	0	0	0	0	0	**19**	**108**

Session Total	23	5862	1287	26	150	57	3	39	197	5	0	0	2	**7651**
Session Average	0.24	61.06	13.41	0.27	1.56	0.59	0.03	0.41	2.05	0.05	0.00	0.00	0.02	**79.70**
Session Percentage	0.30	76.62	16.82	0.34	1.96	0.75	0.04	0.51	2.57	0.07	0.00	0.00	0.03	

AM Peak Hour	0600 - 0700	0715 - 0815	0615 - 0715	0930 - 1030	0700 - 0800	0615 - 0715	0745 - 0845	0730 - 0830	0815 - 0915	0845 - 0945	-	-	0545 - 0645	**0745 - 0845**
AM Peak Volume	5	546	139	9	24	8	1	7	23	3	0	0	2	**711**
AM Peak %age	0.70	76.79	19.55	1.27	3.38	1.13	0.14	0.98	3.23	0.42	0.00	0.00	0.28	

Noon Peak Hour	1400 - 1500	1445 - 1545	1445 - 1545	1000 - 1100	1000 - 1100	1100 - 1200	-	1230 - 1330	1115 - 1215	-	-	-	-	**1445 - 1545**
Noon Peak Volume	2	339	81	4	14	12	0	5	24	0	0	0	0	**446**
Noon Peak %age	0.45	76.01	18.16	0.90	3.14	2.69	0.00	1.12	5.38	0.00	0.00	0.00	0.00	

PM Peak Hour	1530 - 1630	1645 - 1745	1645 - 1745	1500 - 1600	1700 - 1800	1500 - 1600	1715 - 1815	1515 - 1615	1515 - 1615	-	-	-	-	**1645 - 1745**
PM Peak Volume	5	460	113	1	13	3	1	3	12	0	0	0	0	**592**
PM Peak %age	0.84	77.70	19.09	0.17	2.20	0.51	0.17	0.51	2.03	0.00	0.00	0.00	0.00	

User Peak Volume	0	62	3	0	2	1	0	0	6	0	0	0	0	**74**
User Peak %age	0.00	83.78	4.05	0.00	2.70	1.35	0.00	0.00	8.11	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || SB WB 15min

Brevard County, FL

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 1
FL-407 Challenger Memorial Pkwy,
south of Shepard Dr

Date
Thursday, May 21, 2026

Lat/Long
28.512076°, -80.831552°

Click here for Map

Weather
Light Rain Shower
81°F

Click here for Detailed Weather

0000 - 2400 (Weekday 24h Session) (05-21-2026)
SB WB 15min

	Southbound (Movement 1.2)													15min	60min
Time	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Total
0000 - 0015	0	9	0	0	0	0	0	0	0	0	0	0	0	**9**	
0015 - 0030	0	7	0	0	0	0	0	0	0	0	0	0	0	**7**	
0030 - 0045	0	8	0	0	1	0	0	0	0	0	0	0	0	**9**	
0045 - 0100	0	8	0	0	0	0	0	0	2	0	0	0	0	**10**	**35**
0100 - 0115	0	3	0	0	0	0	0	0	0	0	0	0	0	**3**	
0115 - 0130	0	3	0	0	0	0	0	0	0	0	0	0	0	**3**	
0130 - 0145	0	6	0	0	0	0	0	0	4	0	0	0	0	**10**	
0145 - 0200	0	3	0	0	0	0	0	0	2	0	0	0	0	**5**	**21**
0200 - 0215	0	7	0	0	0	0	0	0	3	0	0	0	0	**10**	
0215 - 0230	0	9	0	0	0	0	0	0	4	0	0	0	0	**13**	
0230 - 0245	0	8	0	0	0	0	0	0	1	0	0	0	0	**9**	
0245 - 0300	0	20	0	0	0	0	0	0	2	0	0	0	0	**22**	**54**
0300 - 0315	0	17	0	0	0	0	0	0	2	0	0	0	0	**19**	
0315 - 0330	0	15	0	0	0	0	0	0	0	0	0	0	0	**15**	
0330 - 0345	0	13	0	0	0	0	0	0	1	0	0	0	0	**14**	
0345 - 0400	0	13	0	0	0	0	0	0	3	0	0	0	0	**16**	**64**
0400 - 0415	0	13	0	0	0	0	0	0	3	0	0	0	0	**16**	
0415 - 0430	0	22	0	0	0	0	0	0	0	0	0	0	0	**22**	
0430 - 0445	0	26	0	0	0	0	0	0	2	0	0	0	0	**28**	
0445 - 0500	0	23	0	0	0	1	0	0	1	0	0	0	0	**25**	**91**
0500 - 0515	0	48	0	0	0	0	0	0	1	0	0	0	0	**49**	
0515 - 0530	0	38	0	0	0	0	0	0	6	0	0	0	0	**44**	
0530 - 0545	0	55	0	0	0	0	0	0	8	0	0	0	0	**63**	
0545 - 0600	0	53	0	0	0	1	0	0	1	0	0	0	0	**55**	**211**
0600 - 0615	0	63	25	0	0	0	0	0	1	0	0	0	0	**89**	
0615 - 0630	0	91	24	0	2	1	0	0	2	0	0	0	0	**120**	
0630 - 0645	0	75	22	1	1	1	0	0	1	0	0	0	0	**101**	
0645 - 0700	0	95	21	0	0	0	0	0	3	0	0	0	0	**119**	**429**
0700 - 0715	0	96	25	0	3	1	0	0	1	0	0	0	0	**126**	
0715 - 0730	0	91	21	0	2	1	0	0	4	0	0	0	0	**119**	
0730 - 0745	1	119	27	0	1	0	0	0	2	0	0	0	0	**150**	
0745 - 0800	0	87	13	0	1	3	0	0	3	0	0	0	0	**107**	**502**
0800 - 0815	0	63	25	0	1	1	0	2	2	0	0	0	0	**94**	
0815 - 0830	0	75	17	0	0	2	0	0	1	0	0	0	0	**95**	
0830 - 0845	0	64	20	0	1	1	0	0	0	0	0	0	0	**86**	
0845 - 0900	0	52	19	0	1	0	0	1	4	0	0	0	0	**77**	**352**
0900 - 0915	0	56	16	0	1	2	0	0	9	0	0	0	0	**84**	
0915 - 0930	0	55	16	0	3	3	0	2	8	0	0	0	0	**87**	
0930 - 0945	0	54	8	0	1	1	0	4	3	0	0	0	0	**71**	
0945 - 1000	0	32	14	0	1	1	0	2	4	0	0	0	0	**54**	**296**
1000 - 1015	0	35	9	0	2	0	0	1	1	0	0	0	0	**48**	
1015 - 1030	0	46	10	0	2	2	0	0	3	0	0	0	0	**63**	
1030 - 1045	0	31	7	0	0	1	0	1	3	0	0	0	0	**43**	
1045 - 1100	1	45	13	0	2	0	0	2	4	0	0	0	0	**67**	**221**
1100 - 1115	0	40	9	0	2	2	1	1	5	0	0	0	0	**60**	
1115 - 1130	0	56	13	0	2	1	0	2	5	0	0	0	0	**79**	
1130 - 1145	0	43	26	0	2	1	0	1	3	0	0	0	0	**76**	
1145 - 1200	0	44	20	0	7	2	0	0	4	0	0	0	0	**77**	**292**
1200 - 1215	0	48	18	0	1	2	0	0	7	0	0	0	0	**76**	
1215 - 1230	0	49	13	0	4	2	0	0	3	0	0	0	0	**71**	
1230 - 1245	0	61	18	0	6	2	0	0	4	0	0	0	0	**91**	
1245 - 1300	0	51	17	1	1	4	0	0	2	0	0	0	0	**76**	**314**
1300 - 1315	0	45	22	0	1	2	0	1	4	0	0	0	0	**75**	
1315 - 1330	0	67	17	0	4	1	0	1	0	0	0	0	0	**90**	
1330 - 1345	1	77	24	2	2	3	0	0	7	0	0	0	0	**116**	
1345 - 1400	0	53	21	0	3	4	0	0	4	0	0	0	0	**85**	**366**
1400 - 1415	0	60	21	0	3	2	0	1	5	0	0	0	0	**92**	
1415 - 1430	0	84	16	1	3	0	0	0	2	0	0	0	0	**106**	
1430 - 1445	0	90	25	1	1	1	0	0	2	0	0	0	0	**120**	
1445 - 1500	0	88	25	0	2	2	0	0	1	0	0	0	0	**118**	**436**
1500 - 1515	0	106	41	5	1	4	0	0	3	0	0	0	0	**160**	
1515 - 1530	2	135	40	0	2	1	0	0	5	0	0	0	0	**185**	
1530 - 1545	0	171	45	3	4	2	0	1	2	0	0	0	0	**228**	
1545 - 1600	0	167	55	1	0	0	0	0	2	0	0	0	0	**225**	**798**
1600 - 1615	0	160	48	3	3	0	0	1	1	0	0	0	0	**216**	
1615 - 1630	2	151	42	0	4	1	0	2	6	0	0	0	0	**208**	
1630 - 1645	1	146	28	0	1	1	0	0	2	0	0	0	0	**179**	
1645 - 1700	0	176	44	1	2	0	0	0	2	0	0	0	0	**225**	**828**
1700 - 1715	1	192	47	2	1	0	0	3	1	0	0	0	0	**247**	
1715 - 1730	0	210	30	0	0	0	0	1	2	0	0	0	0	**243**	
1730 - 1745	2	193	41	1	0	2	0	1	4	0	0	0	0	**244**	
1745 - 1800	2	152	23	0	1	1	0	0	0	0	0	0	0	**179**	**913**
1800 - 1815	1	124	27	0	0	0	0	2	1	0	0	0	0	**155**	
1815 - 1830	0	85	24	0	1	0	0	1	2	0	0	0	0	**113**	
1830 - 1845	0	63	15	0	2	0	0	0	0	0	0	0	0	**80**	
1845 - 1900	0	49	19	0	0	2	0	1	0	0	0	0	0	**71**	**419**
1900 - 1915	1	41	9	0	0	0	0	0	2	0	0	0	0	**53**	
1915 - 1930	0	42	18	0	0	0	0	1	1	0	0	0	0	**62**	
1930 - 1945	0	29	10	0	0	0	0	0	0	0	0	0	0	**39**	
1945 - 2000	1	27	4	0	1	0	0	0	1	0	0	0	0	**34**	**188**
2000 - 2015	0	35	9	0	0	0	0	0	2	0	0	0	0	**46**	
2015 - 2030	0	32	8	0	0	0	0	0	1	0	0	0	0	**41**	
2030 - 2045	0	32	6	0	0	0	0	0	0	0	0	0	0	**38**	
2045 - 2100	0	28	4	0	1	0	0	0	0	0	0	0	0	**33**	**158**
2100 - 2115	0	18	3	0	0	0	0	2	1	0	0	0	0	**24**	
2115 - 2130	0	20	4	0	0	0	0	0	0	0	0	0	0	**24**	
2130 - 2145	0	21	5	0	0	0	0	0	0	0	0	0	0	**26**	
2145 - 2200	0	9	2	0	0	0	0	0	0	0	0	0	0	**11**	**85**
2200 - 2215	0	18	6	0	0	1	0	0	2	0	0	0	0	**27**	
2215 - 2230	0	14	4	0	0	0	0	1	0	0	0	0	0	**19**	
2230 - 2245	0	18	5	0	1	0	0	0	2	0	0	0	0	**26**	
2245 - 2300	0	11	2	0	1	0	0	0	0	0	0	0	0	**14**	**86**
2300 - 2315	0	10	2	0	0	0	0	0	0	0	0	0	0	**12**	
2315 - 2330	0	11	4	0	0	1	0	0	0	0	0	0	0	**16**	
2330 - 2345	0	9	2	0	2	0	0	0	1	0	0	0	0	**14**	
2345 - 0000	0	8	3	0	0	0	0	0	2	0	0	0	0	**13**	**55**

Session Total	16	5421	1336	22	98	70	1	39	211	0	0	0	0	**7214**
Session Average	0.17	56.47	13.92	0.23	1.02	0.73	0.01	0.41	2.20	0.00	0.00	0.00	0.00	**75.15**
Session Percentage	0.22	75.15	18.52	0.30	1.36	0.97	0.01	0.54	2.92	0.00	0.00	0.00	0.00	

AM Peak Hour	0645 - 0745	0645 - 0745	0645 - 0745	0545 - 0645	0700 - 0800	0745 - 0845	-	0915 - 1015	0845 - 0945	-	-	-	-	**0645 - 0745**
AM Peak Volume	1	401	94	1	7	7	0	9	24	0	0	0	0	**514**
AM Peak %age	0.19	78.02	18.29	0.19	1.36	1.36	0.00	1.75	4.67	0.00	0.00	0.00	0.00	

Noon Peak Hour	1430 - 1530	1445 - 1545	1445 - 1545	1445 - 1545	1145 - 1245	1200 - 1300	1015 - 1115	1030 - 1130	1115 - 1215	-	-	-	-	**1445 - 1545**
Noon Peak Volume	2	500	151	8	18	10	1	6	19	0	0	0	0	**691**
Noon Peak %age	0.29	72.36	21.85	1.16	2.60	1.45	0.14	0.87	2.75	0.00	0.00	0.00	0.00	

PM Peak Hour	1700 - 1800	1645 - 1745	1530 - 1630	1500 - 1600	1530 - 1630	1500 - 1600	-	1615 - 1715	1500 - 1600	-	-	-	-	**1645 - 1745**
PM Peak Volume	5	771	190	9	11	7	0	5	12	0	0	0	0	**959**
PM Peak %age	0.52	80.40	19.81	0.94	1.15	0.73	0.00	0.52	1.25	0.00	0.00	0.00	0.00	

User Peak Volume	0	32	0	0	1	0	0	0	2	0	0	0	0	**35**
User Peak %age	0.00	91.43	0.00	0.00	2.86	0.00	0.00	0.00	5.71	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || Bi-Directional 15min

Brevard County, FL

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 1
FL-407 Challenger Memorial Pkwy,
south of Shepard Dr

Date
Thursday, May 21, 2026

Lat/Long
28.512076°, -80.831552°

Weather
Light Rain Shower
81°F

Click here for Detailed Weather

0000 - 2400 (Weekday 24h Session) (05-21-2026)
Bi-Directional 15min

	Bi-Directional 15min													15min	60min
Time	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Total
0000 - 0015	0	22	1	0	0	0	0	0	3	0	0	0	0	**26**	
0015 - 0030	0	23	0	0	0	1	0	0	1	0	0	0	0	**25**	
0030 - 0045	0	21	1	0	2	0	0	0	1	0	0	0	0	**25**	
0045 - 0100	0	28	1	0	1	0	0	0	3	0	0	0	0	**33**	**109**
0100 - 0115	0	10	0	0	0	0	0	0	0	0	0	0	0	**10**	
0115 - 0130	0	10	0	0	0	0	0	0	1	0	0	0	0	**11**	
0130 - 0145	0	10	0	0	0	0	0	0	6	0	0	0	0	**16**	
0145 - 0200	0	11	0	0	0	0	0	0	2	0	0	0	0	**13**	**50**
0200 - 0215	0	11	0	0	0	0	0	0	4	0	0	0	0	**15**	
0215 - 0230	0	11	0	0	0	0	0	0	6	0	0	0	0	**17**	
0230 - 0245	0	15	0	0	0	0	0	0	1	0	0	0	0	**16**	
0245 - 0300	0	27	0	0	0	0	0	0	2	0	0	0	0	**29**	**77**
0300 - 0315	0	26	1	0	1	0	0	0	2	0	0	0	0	**30**	
0315 - 0330	0	26	0	0	0	0	0	0	2	0	0	0	0	**28**	
0330 - 0345	0	31	2	0	1	1	0	0	1	0	0	0	0	**36**	
0345 - 0400	0	26	0	0	0	0	0	0	5	0	0	0	0	**31**	**125**
0400 - 0415	0	28	0	0	0	0	0	0	4	0	0	0	0	**32**	
0415 - 0430	0	47	1	0	0	0	0	0	0	0	0	0	0	**48**	
0430 - 0445	0	67	8	0	0	1	0	0	3	0	0	0	0	**79**	
0445 - 0500	0	77	9	0	1	2	0	3	3	0	0	0	0	**95**	**254**
0500 - 0515	0	122	11	0	2	0	0	0	2	0	0	0	0	**137**	
0515 - 0530	0	138	21	0	2	0	0	0	6	0	0	0	0	**167**	
0530 - 0545	0	147	31	0	2	0	0	0	9	0	0	0	0	**189**	
0545 - 0600	0	136	19	0	0	1	0	0	3	0	0	0	0	**159**	**652**
0600 - 0615	0	139	49	0	1	0	0	0	3	0	0	0	1	**193**	
0615 - 0630	0	175	50	0	5	3	0	0	3	0	0	0	0	**236**	
0630 - 0645	3	175	69	1	6	4	0	0	1	0	0	0	1	**260**	
0645 - 0700	2	244	48	4	3	1	0	0	9	0	0	0	0	**311**	**1000**
0700 - 0715	0	198	64	0	10	3	0	0	6	1	0	0	0	**282**	
0715 - 0730	0	233	38	0	8	1	0	0	6	0	0	0	0	**286**	
0730 - 0745	1	258	46	0	4	2	0	1	6	0	0	0	0	**318**	
0745 - 0800	0	228	39	0	9	3	0	2	3	0	0	0	0	**284**	**1170**
0800 - 0815	0	187	64	1	2	4	0	3	4	0	0	0	0	**265**	
0815 - 0830	1	202	47	2	3	5	0	3	10	0	0	0	0	**273**	
0830 - 0845	1	204	49	2	5	2	1	1	5	1	0	0	0	**271**	
0845 - 0900	1	175	43	1	5	0	0	2	6	0	0	0	0	**233**	**1042**
0900 - 0915	0	139	39	1	2	2	0	1	16	0	0	0	0	**200**	
0915 - 0930	0	124	43	0	5	5	0	4	14	1	0	0	0	**196**	
0930 - 0945	0	136	30	3	5	3	0	6	8	2	0	0	0	**193**	
0945 - 1000	0	131	37	2	3	2	1	3	6	0	0	0	0	**185**	**774**
1000 - 1015	0	120	27	2	6	1	0	1	7	0	0	0	0	**164**	
1015 - 1030	0	136	31	2	6	4	0	0	5	0	0	0	0	**184**	
1030 - 1045	0	82	16	0	2	2	0	2	7	0	0	0	0	**111**	
1045 - 1100	1	113	27	0	6	0	0	3	7	0	0	0	0	**157**	**616**
1100 - 1115	0	100	24	0	3	5	1	1	10	0	0	0	0	**144**	
1115 - 1130	0	122	24	0	4	2	0	2	12	0	0	0	0	**166**	
1130 - 1145	0	117	38	0	2	5	0	1	8	0	0	0	0	**171**	
1145 - 1200	0	106	33	0	8	6	0	0	7	0	0	0	0	**160**	**641**
1200 - 1215	0	117	36	0	3	2	0	0	16	0	0	0	0	**174**	
1215 - 1230	0	88	32	0	6	2	0	1	7	0	0	0	0	**136**	
1230 - 1245	0	110	37	0	10	2	0	1	7	0	0	0	0	**167**	
1245 - 1300	0	114	36	1	2	4	0	1	9	0	0	0	0	**167**	**644**
1300 - 1315	0	88	33	1	2	3	0	1	6	0	0	0	0	**134**	
1315 - 1330	0	127	30	2	7	3	0	4	1	0	0	0	0	**174**	
1330 - 1345	1	140	35	2	5	3	0	0	11	0	0	0	0	**197**	
1345 - 1400	0	114	32	0	5	5	0	0	5	0	0	0	0	**161**	**666**
1400 - 1415	1	129	34	0	5	4	0	1	8	0	0	0	0	**182**	
1415 - 1430	0	146	34	2	5	1	0	1	6	0	0	0	0	**195**	
1430 - 1445	0	149	40	1	1	2	0	3	4	0	0	0	0	**200**	
1445 - 1500	1	157	39	1	2	2	0	1	6	0	0	0	0	**209**	**786**
1500 - 1515	0	193	51	5	3	4	0	0	5	0	0	0	0	**261**	
1515 - 1530	3	219	65	1	4	2	0	1	8	0	0	0	0	**303**	
1530 - 1545	0	270	77	3	5	3	0	1	5	0	0	0	0	**364**	
1545 - 1600	0	242	71	1	1	1	0	1	5	0	0	0	0	**322**	**1250**
1600 - 1615	2	236	69	3	9	0	0	2	4	0	0	0	0	**325**	
1615 - 1630	5	244	65	0	6	2	0	2	7	0	0	0	0	**331**	
1630 - 1645	1	234	49	0	2	1	0	0	2	0	0	0	0	**289**	
1645 - 1700	0	290	66	1	4	0	0	0	6	0	0	0	0	**367**	**1312**
1700 - 1715	1	286	77	2	3	0	0	3	1	0	0	0	0	**373**	
1715 - 1730	1	332	64	0	4	1	0	2	2	0	0	0	0	**406**	
1730 - 1745	2	323	68	1	2	2	0	1	6	0	0	0	0	**405**	
1745 - 1800	2	264	43	0	6	2	0	1	0	0	0	0	0	**318**	**1502**
1800 - 1815	3	197	38	0	1	0	1	2	1	0	0	0	0	**243**	
1815 - 1830	1	151	39	0	2	0	0	1	2	0	0	0	0	**196**	
1830 - 1845	0	107	32	0	4	0	0	1	1	0	0	0	0	**145**	
1845 - 1900	0	106	28	0	0	2	0	1	3	0	0	0	0	**140**	**724**
1900 - 1915	1	86	19	0	1	0	0	1	3	0	0	0	0	**111**	
1915 - 1930	0	78	24	0	0	0	0	1	1	0	0	0	0	**104**	
1930 - 1945	0	79	20	0	0	0	0	0	0	0	0	0	0	**99**	
1945 - 2000	1	69	17	0	1	0	0	0	3	0	0	0	0	**91**	**405**
2000 - 2015	0	71	16	0	0	0	0	0	3	0	0	0	0	**90**	
2015 - 2030	2	81	21	0	0	0	0	0	1	0	0	0	0	**105**	
2030 - 2045	0	84	14	0	1	0	0	0	0	0	0	0	0	**99**	
2045 - 2100	0	86	10	0	1	0	0	0	0	0	0	0	0	**97**	**391**
2100 - 2115	1	67	9	0	0	0	0	2	2	0	0	0	0	**81**	
2115 - 2130	0	73	7	0	0	0	0	0	1	0	0	0	0	**81**	
2130 - 2145	0	61	9	0	1	0	0	0	1	0	0	0	0	**72**	
2145 - 2200	0	41	5	0	1	0	0	0	1	0	0	0	0	**48**	**282**
2200 - 2215	0	44	11	0	0	1	0	0	2	0	0	0	0	**58**	
2215 - 2230	0	55	8	0	0	0	0	1	0	0	0	0	0	**64**	
2230 - 2245	0	56	7	0	1	0	0	0	3	0	0	0	0	**67**	
2245 - 2300	0	34	5	0	2	0	0	0	0	0	0	0	0	**41**	**230**
2300 - 2315	0	32	5	0	0	0	0	0	0	0	0	0	0	**37**	
2315 - 2330	0	36	7	0	2	2	0	0	1	0	0	0	0	**48**	
2330 - 2345	0	37	4	0	3	0	0	1	1	0	0	0	0	**46**	
2345 - 0000	0	26	4	0	0	0	0	0	2	0	0	0	0	**32**	**163**

Session Total	39	11283	2623	48	248	127	4	78	408	5	0	0	2	**14865**
Session Average	0.41	117.53	27.32	0.50	2.58	1.32	0.04	0.81	4.25	0.05	0.00	0.00	0.02	**154.84**
Session Percentage	0.26	75.90	17.65	0.32	1.67	0.85	0.03	0.52	2.74	0.03	0.00	0.00	0.01	

AM Peak Hour	0600 - 0700	0645 - 0745	0615 - 0715	0930 - 1030	0700 - 0800	0730 - 0830	0745 - 0845	0900 - 1000	0845 - 0945	0845 - 0945	-	-	0545 - 0645	**0645 - 0745**
AM Peak Volume	5	933	231	9	31	14	1	14	44	3	0	0	2	**1197**
AM Peak %age	0.42	77.94	19.30	0.75	2.59	1.17	0.08	1.17	3.68	0.25	0.00	0.00	0.17	

Noon Peak Hour	1430 - 1530	1445 - 1545	1445 - 1545	1445 - 1545	1145 - 1245	1100 - 1200	1015 - 1115	1030 - 1130	1115 - 1215	-	-	-	-	**1445 - 1545**
Noon Peak Volume	4	839	232	10	27	18	1	8	43	0	0	0	0	**1137**
Noon Peak %age	0.35	73.79	20.40	0.88	2.37	1.58	0.09	0.70	3.78	0.00	0.00	0.00	0.00	

PM Peak Hour	1545 - 1645	1645 - 1745	1515 - 1615	1500 - 1600	1530 - 1630	1500 - 1600	1715 - 1815	1700 - 1800	1500 - 1600	-	-	-	-	**1645 - 1745**
PM Peak Volume	8	1231	282	10	21	10	1	7	23	0	0	0	0	**1551**
PM Peak %age	0.52	79.37	18.18	0.64	1.35	0.64	0.06	0.45	1.48	0.00	0.00	0.00	0.00	

User Peak Volume	0	94	3	0	3	1	0	0	8	0	0	0	0	**109**
User Peak %age	0.00	86.24	2.75	0.00	2.75	0.92	0.00	0.00	7.34	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || Volume Summary 15min

Brevard County, FL

Marr Traffic DATA COLLECTION

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Site 1
FL-407 Challenger Memorial Pkwy,
south of Shepard Dr

Date
Thursday, May 21, 2026

Lat/Long
28.512076°, -80.831552°

Weather
Light Rain Shower
81°F

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0000 - 2400 (Weekday 24h Session) (05-21-2026)

Volume Summary 15min

TIME	Volume Summary 15min NB	SB	15min Total	60min Total
0000 - 0015	17	9	**26**	
0015 - 0030	18	7	**25**	
0030 - 0045	16	9	**25**	
0045 - 0100	23	10	**33**	**109**
0100 - 0115	7	3	**10**	
0115 - 0130	8	3	**11**	
0130 - 0145	6	10	**16**	
0145 - 0200	8	5	**13**	**50**
0200 - 0215	5	10	**15**	
0215 - 0230	4	13	**17**	
0230 - 0245	7	9	**16**	
0245 - 0300	7	22	**29**	**77**
0300 - 0315	11	19	**30**	
0315 - 0330	13	15	**28**	
0330 - 0345	22	14	**36**	
0345 - 0400	15	16	**31**	**125**
0400 - 0415	16	16	**32**	
0415 - 0430	26	22	**48**	
0430 - 0445	51	28	**79**	
0445 - 0500	70	25	**95**	**254**
0500 - 0515	88	49	**137**	
0515 - 0530	123	44	**167**	
0530 - 0545	126	63	**189**	
0545 - 0600	104	55	**159**	**652**
0600 - 0615	104	89	**193**	
0615 - 0630	116	120	**236**	
0630 - 0645	159	101	**260**	
0645 - 0700	192	119	**311**	**1000**
0700 - 0715	156	126	**282**	
0715 - 0730	167	119	**286**	
0730 - 0745	168	150	**318**	
0745 - 0800	177	107	**284**	**1170**
0800 - 0815	171	94	**265**	
0815 - 0830	178	95	**273**	
0830 - 0845	185	86	**271**	
0845 - 0900	156	77	**233**	**1042**
0900 - 0915	116	84	**200**	
0915 - 0930	109	87	**196**	
0930 - 0945	122	71	**193**	
0945 - 1000	131	54	**185**	**774**
1000 - 1015	116	48	**164**	
1015 - 1030	121	63	**184**	
1030 - 1045	68	43	**111**	
1045 - 1100	90	67	**157**	**616**
1100 - 1115	84	60	**144**	
1115 - 1130	87	79	**166**	
1130 - 1145	95	76	**171**	
1145 - 1200	83	77	**160**	**641**

Time	Volume Summary 15min NB	SB	15min Total	60min Total
1200 - 1215	98	76	**174**	
1215 - 1230	65	71	**136**	
1230 - 1245	76	91	**167**	
1245 - 1300	91	76	**167**	**644**
1300 - 1315	59	75	**134**	
1315 - 1330	84	90	**174**	
1330 - 1345	81	116	**197**	
1345 - 1400	76	85	**161**	**666**
1400 - 1415	90	92	**182**	
1415 - 1430	89	106	**195**	
1430 - 1445	80	120	**200**	
1445 - 1500	91	118	**209**	**786**
1500 - 1515	101	160	**261**	
1515 - 1530	118	185	**303**	
1530 - 1545	136	228	**364**	
1545 - 1600	97	225	**322**	**1250**
1600 - 1615	109	216	**325**	
1615 - 1630	123	208	**331**	
1630 - 1645	110	179	**289**	
1645 - 1700	142	225	**367**	**1312**
1700 - 1715	126	247	**373**	
1715 - 1730	163	243	**406**	
1730 - 1745	161	244	**405**	
1745 - 1800	139	179	**318**	**1502**
1800 - 1815	88	155	**243**	
1815 - 1830	83	113	**196**	
1830 - 1845	65	80	**145**	
1845 - 1900	69	71	**140**	**724**
1900 - 1915	58	53	**111**	
1915 - 1930	42	62	**104**	
1930 - 1945	60	39	**99**	
1945 - 2000	57	34	**91**	**405**
2000 - 2015	44	46	**90**	
2015 - 2030	64	41	**105**	
2030 - 2045	61	38	**99**	
2045 - 2100	64	33	**97**	**391**
2100 - 2115	57	24	**81**	
2115 - 2130	57	24	**81**	
2130 - 2145	46	26	**72**	
2145 - 2200	37	11	**48**	**282**
2200 - 2215	31	27	**58**	
2215 - 2230	45	19	**64**	
2230 - 2245	41	26	**67**	
2245 - 2300	27	14	**41**	**230**
2300 - 2315	25	12	**37**	
2315 - 2330	32	16	**48**	
2330 - 2345	32	14	**46**	
2345 - 0000	19	13	**32**	**163**

Session Total	7651	7214	**14865**
Session Average	79.70	75.15	**154.84**
Session Percentage	51.47	48.53	

Bi-Directional Class Count || NB EB 60min

Brevard County, FL

Marr Traffic DATA COLLECTION

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Site 1
FL-407 Challenger Memorial Pkwy,
south of Shepard Dr

Date
Thursday, May 21, 2026

Lat/Long
28.512076°, -80.831552°

Weather
Light Rain Shower
81°F

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0000 - 2400 (Weekday 24h Session) (05-21-2026)
NB EB 60min

	Northbound (Movement 1.1)													
TIME	1	2	3	4	5	6	7	8	9	10	11	12	13	**Total**
0000 - 0100	0	62	3	0	2	1	0	0	6	0	0	0	0	**74**
0100 - 0200	0	26	0	0	0	0	0	0	3	0	0	0	0	**29**
0200 - 0300	0	20	0	0	0	0	0	0	3	0	0	0	0	**23**
0300 - 0400	0	51	3	0	2	1	0	0	4	0	0	0	0	**61**
0400 - 0500	0	135	18	0	1	2	0	3	4	0	0	0	0	**163**
0500 - 0600	0	349	82	0	6	0	0	0	4	0	0	0	0	**441**
0600 - 0700	5	409	124	4	12	6	0	0	9	0	0	0	2	**571**
0700 - 0800	0	524	101	0	24	4	0	3	11	1	0	0	0	**668**
0800 - 0900	3	514	122	6	12	7	1	6	18	1	0	0	0	**690**
0900 - 1000	0	333	95	6	9	5	1	6	20	3	0	0	0	**478**
1000 - 1100	0	294	62	4	14	4	0	2	15	0	0	0	0	**395**
1100 - 1200	0	262	51	0	4	12	0	0	20	0	0	0	0	**349**
1200 - 1300	0	220	75	0	9	0	0	3	23	0	0	0	0	**330**
1300 - 1400	0	227	46	3	9	4	0	3	8	0	0	0	0	**300**
1400 - 1500	2	259	60	2	4	4	0	5	14	0	0	0	0	**350**
1500 - 1600	1	345	83	1	6	3	0	2	11	0	0	0	0	**452**
1600 - 1700	5	371	87	0	11	1	0	1	8	0	0	0	0	**484**
1700 - 1800	1	458	111	0	13	2	0	2	2	0	0	0	0	**589**
1800 - 1900	3	240	52	0	4	0	1	1	4	0	0	0	0	**305**
1900 - 2000	0	173	39	0	1	0	0	1	3	0	0	0	0	**217**
2000 - 2100	2	195	34	0	1	0	0	0	1	0	0	0	0	**233**
2100 - 2200	1	174	16	0	2	0	0	0	4	0	0	0	0	**197**
2200 - 2300	0	128	14	0	1	0	0	0	1	0	0	0	0	**144**
2300 - 2400	0	93	9	0	3	1	0	1	1	0	0	0	0	**108**

Session Total	23	5862	1287	26	150	57	3	39	197	5	0	0	2	**7651**
Session Average	0.96	244.25	53.63	1.08	6.25	2.38	0.13	1.63	8.21	0.21	0.00	0.00	0.08	**318.79**
Session Percentage	0.30	76.62	16.82	0.34	1.96	0.75	0.04	0.51	2.57	0.07	0.00	0.00	0.03	

AM Peak Hour	0600 - 0700	0700 - 0800	0600 - 0700	0800 - 0900	0700 - 0800	0800 - 0900	0800 - 0900	0800 - 0900	0900 - 1000	0900 - 1000	-	-	0600 - 0700	**0800 - 0900**
AM Peak Volume	5	524	124	6	24	7	1	6	20	3	0	0	2	**690**
AM Peak %age	0.72	75.94	17.97	0.87	3.48	1.01	0.14	0.87	2.90	0.43	0.00	0.00	0.29	

Noon Peak Hour	1400 - 1500	1000 - 1100	1200 - 1300	1000 - 1100	1000 - 1100	1100 - 1200	-	1400 - 1500	1200 - 1300	-	-	-	-	**1000 - 1100**
Noon Peak Volume	2	294	75	4	14	12	0	5	23	0	0	0	0	**395**
Noon Peak %age	0.51	74.43	18.99	1.01	3.54	3.04	0.00	1.27	5.82	0.00	0.00	0.00	0.00	

PM Peak Hour	1600 - 1700	1700 - 1800	1700 - 1800	1500 - 1600	1700 - 1800	1500 - 1600	1800 - 1900	1500 - 1600	1500 - 1600	-	-	-	-	**1700 - 1800**
PM Peak Volume	5	458	111	1	13	3	1	2	11	0	0	0	0	**589**
PM Peak %age	0.85	77.76	18.85	0.17	2.21	0.51	0.17	0.34	1.87	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || SB WB 60min

Brevard County, FL

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Site 1
FL-407 Challenger Memorial Pkwy,
south of Shepard Dr

Date
Thursday, May 21, 2026

Lat/Long
28.512076°, -80.831552°

Weather
Light Rain Shower
81°F

Click here for Detailed Weather

0000 - 2400 (Weekday 24h Session) (05-21-2026)
SB WB 60min

	Southbound (Movement 1.2)													
TIME	1	2	3	4	5	6	7	8	9	10	11	12	13	**Total**
0000 - 0100	0	32	0	0	1	0	0	0	2	0	0	0	0	**35**
0100 - 0200	0	15	0	0	0	0	0	0	6	0	0	0	0	**21**
0200 - 0300	0	44	0	0	0	0	0	0	10	0	0	0	0	**54**
0300 - 0400	0	58	0	0	0	0	0	0	6	0	0	0	0	**64**
0400 - 0500	0	84	0	0	0	1	0	0	6	0	0	0	0	**91**
0500 - 0600	0	194	0	0	0	1	0	0	16	0	0	0	0	**211**
0600 - 0700	0	324	92	1	3	2	0	0	7	0	0	0	0	**429**
0700 - 0800	1	393	86	0	7	5	0	0	10	0	0	0	0	**502**
0800 - 0900	0	254	81	0	3	4	0	3	7	0	0	0	0	**352**
0900 - 1000	0	197	54	0	6	7	0	8	24	0	0	0	0	**296**
1000 - 1100	1	157	39	0	6	3	0	4	11	0	0	0	0	**221**
1100 - 1200	0	183	68	0	13	6	1	4	17	0	0	0	0	**292**
1200 - 1300	0	209	66	1	12	10	0	0	16	0	0	0	0	**314**
1300 - 1400	1	242	84	2	10	10	0	2	15	0	0	0	0	**366**
1400 - 1500	0	322	87	2	9	5	0	1	10	0	0	0	0	**436**
1500 - 1600	2	579	181	9	7	7	0	1	12	0	0	0	0	**798**
1600 - 1700	3	633	162	4	10	2	0	3	11	0	0	0	0	**828**
1700 - 1800	5	747	141	3	2	3	0	5	7	0	0	0	0	**913**
1800 - 1900	1	321	85	0	3	2	0	4	3	0	0	0	0	**419**
1900 - 2000	2	139	41	0	1	0	0	1	4	0	0	0	0	**188**
2000 - 2100	0	127	27	0	1	0	0	0	3	0	0	0	0	**158**
2100 - 2200	0	68	14	0	0	0	0	2	1	0	0	0	0	**85**
2200 - 2300	0	61	17	0	2	1	0	1	4	0	0	0	0	**86**
2300 - 2400	0	38	11	0	2	1	0	0	3	0	0	0	0	**55**

Session Total	16	5421	1336	22	98	70	1	39	211	0	0	0	0	**7214**
Session Average	0.67	225.88	55.67	0.92	4.08	2.92	0.04	1.63	8.79	0.00	0.00	0.00	0.00	**300.58**
Session Percentage	0.22	75.15	18.52	0.30	1.36	0.97	0.01	0.54	2.92	0.00	0.00	0.00	0.00	

AM Peak Hour	0700 - 0800	0700 - 0800	0600 - 0700	0600 - 0700	0700 - 0800	0900 - 1000	-	0900 - 1000	0900 - 1000	-	-	-	-	**0700 - 0800**
AM Peak Volume	1	393	92	1	7	7	0	8	24	0	0	0	0	**502**
AM Peak %age	0.20	78.29	18.33	0.20	1.39	1.39	0.00	1.59	4.78	0.00	0.00	0.00	0.00	

Noon Peak Hour	1000 - 1100	1400 - 1500	1400 - 1500	1300 - 1400	1100 - 1200	1200 - 1300	1100 - 1200	1000 - 1100	1100 - 1200	-	-	-	-	**1400 - 1500**
Noon Peak Volume	1	322	87	2	13	10	1	4	17	0	0	0	0	**436**
Noon Peak %age	0.23	73.85	19.95	0.46	2.98	2.29	0.23	0.92	3.90	0.00	0.00	0.00	0.00	

PM Peak Hour	1700 - 1800	1700 - 1800	1500 - 1600	1500 - 1600	1600 - 1700	1500 - 1600	-	1700 - 1800	1500 - 1600	-	-	-	-	**1700 - 1800**
PM Peak Volume	5	747	181	9	10	7	0	5	12	0	0	0	0	**913**
PM Peak %age	0.55	81.82	19.82	0.99	1.10	0.77	0.00	0.55	1.31	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || Bi-Directional 60min

Brevard County, FL

Marr Traffic DATA COLLECTION

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Site 1
FL-407 Challenger Memorial Pkwy,
south of Shepard Dr

Date
Thursday, May 21, 2026

Lat/Long
28.512076°, -80.831552°

Weather
Light Rain Shower
81°F

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0000 - 2400 (Weekday 24h Session) (05-21-2026)

Bi-Directional 60min

	Bi-Directional 60min													
TIME	1	2	3	4	5	6	7	8	9	10	11	12	13	**Total**
0000 - 0100	0	94	3	0	3	1	0	0	8	0	0	0	0	**109**
0100 - 0200	0	41	0	0	0	0	0	0	9	0	0	0	0	**50**
0200 - 0300	0	64	0	0	0	0	0	0	13	0	0	0	0	**77**
0300 - 0400	0	109	3	0	2	1	0	0	10	0	0	0	0	**125**
0400 - 0500	0	219	18	0	1	3	0	3	10	0	0	0	0	**254**
0500 - 0600	0	543	82	0	6	1	0	0	20	0	0	0	0	**652**
0600 - 0700	5	733	216	5	15	8	0	0	16	0	0	0	2	**1000**
0700 - 0800	1	917	187	0	31	9	0	3	21	1	0	0	0	**1170**
0800 - 0900	3	768	203	6	15	11	1	9	25	1	0	0	0	**1042**
0900 - 1000	0	530	149	6	15	12	1	14	44	3	0	0	0	**774**
1000 - 1100	1	451	101	4	20	7	0	6	26	0	0	0	0	**616**
1100 - 1200	0	445	119	0	17	18	1	4	37	0	0	0	0	**641**
1200 - 1300	0	429	141	1	21	10	0	3	39	0	0	0	0	**644**
1300 - 1400	1	469	130	5	19	14	0	5	23	0	0	0	0	**666**
1400 - 1500	2	581	147	4	13	9	0	6	24	0	0	0	0	**786**
1500 - 1600	3	924	264	10	13	10	0	3	23	0	0	0	0	**1250**
1600 - 1700	8	1004	249	4	21	3	0	4	19	0	0	0	0	**1312**
1700 - 1800	6	1205	252	3	15	5	0	7	9	0	0	0	0	**1502**
1800 - 1900	4	561	137	0	7	2	1	5	7	0	0	0	0	**724**
1900 - 2000	2	312	80	0	2	0	0	2	7	0	0	0	0	**405**
2000 - 2100	2	322	61	0	2	0	0	0	4	0	0	0	0	**391**
2100 - 2200	1	242	30	0	2	0	0	2	5	0	0	0	0	**282**
2200 - 2300	0	189	31	0	3	1	0	1	5	0	0	0	0	**230**
2300 - 2400	0	131	20	0	5	2	0	1	4	0	0	0	0	**163**

Session Total	39	11283	2623	48	248	127	4	78	408	5	0	0	2	**14865**
Session Average	1.63	470.13	109.29	2.00	10.33	5.29	0.17	3.25	17.00	0.21	0.00	0.00	0.08	**619.38**
Session Percentage	0.26	75.90	17.65	0.32	1.67	0.85	0.03	0.52	2.74	0.03	0.00	0.00	0.01	

AM Peak Hour	0600 - 0700	0700 - 0800	0600 - 0700	0800 - 0900	0700 - 0800	0900 - 1000	0800 - 0900	0900 - 1000	0900 - 1000	0900 - 1000	-	-	0600 - 0700	**0700 - 0800**
AM Peak Volume	5	917	216	6	31	12	1	14	44	3	0	0	2	**1170**
AM Peak %age	0.43	78.38	18.46	0.51	2.65	1.03	0.09	1.20	3.76	0.26	0.00	0.00	0.17	

Noon Peak Hour	1400 - 1500	1400 - 1500	1400 - 1500	1300 - 1400	1200 - 1300	1100 - 1200	1100 - 1200	1000 - 1100	1200 - 1300	-	-	-	-	**1400 - 1500**
Noon Peak Volume	2	581	147	5	21	18	1	6	39	0	0	0	0	**786**
Noon Peak %age	0.25	73.92	18.70	0.64	2.67	2.29	0.13	0.76	4.96	0.00	0.00	0.00	0.00	

PM Peak Hour	1600 - 1700	1700 - 1800	1500 - 1600	1500 - 1600	1600 - 1700	1500 - 1600	1800 - 1900	1700 - 1800	1500 - 1600	-	-	-	-	**1700 - 1800**
PM Peak Volume	8	1205	264	10	21	10	1	7	23	0	0	0	0	**1502**
PM Peak %age	0.53	80.23	17.58	0.67	1.40	0.67	0.07	0.47	1.53	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || Volume Summary 60min

Brevard County, FL

Marr Traffic DATA COLLECTION

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Site 1
FL-407 Challenger Memorial Pkwy,
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Date
Thursday, May 21, 2026

Lat/Long
28.512076°, -80.831552°

Weather
Light Rain Shower
81°F

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0000 - 2400 (Weekday 24h Session) (05-21-2026)
Volume Summary 60min

	Volume Summary 60min		
TIME	NB	SB	**Total**
0000 - 0100	74	35	**109**
0100 - 0200	29	21	**50**
0200 - 0300	23	54	**77**
0300 - 0400	61	64	**125**
0400 - 0500	163	91	**254**
0500 - 0600	441	211	**652**
0600 - 0700	571	429	**1000**
0700 - 0800	668	502	**1170**
0800 - 0900	690	352	**1042**
0900 - 1000	478	296	**774**
1000 - 1100	395	221	**616**
1100 - 1200	349	292	**641**

Session Total	7651	7214	**14865**
Session Average	318.79	300.58	**619.38**
Session Percentage	51.47	48.53	

	Volume Summary 60min		
Time	NB	SB	**Total**
1200 - 1300	330	314	**644**
1300 - 1400	300	366	**666**
1400 - 1500	350	436	**786**
1500 - 1600	452	798	**1250**
1600 - 1700	484	828	**1312**
1700 - 1800	589	913	**1502**
1800 - 1900	305	419	**724**
1900 - 2000	217	188	**405**
2000 - 2100	233	158	**391**
2100 - 2200	197	85	**282**
2200 - 2300	144	86	**230**
2300 - 2400	108	55	**163**

Bi-Directional Class Count || Graphical Analysis NB EB

Brevard County, FL

Marr Traffic DATA COLLECTION

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Site 1

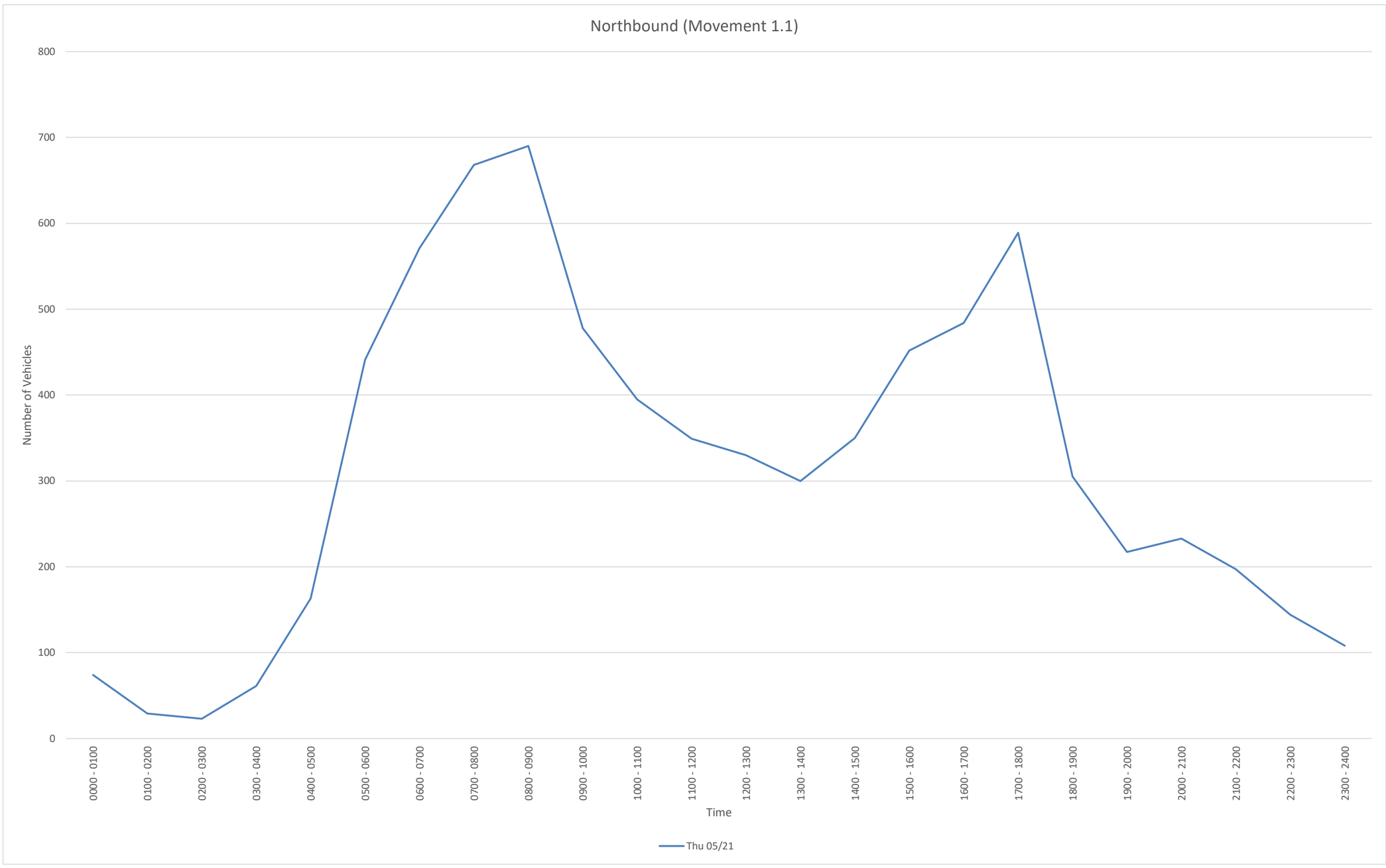
FL-407 Challenger Memorial Pkwy,
south of Shepard Dr

Lat/Long

28.512076°, -80.831552°

0000 - 2400 (Weekday 24h Session)

Graphical Analysis NB EB



Time	Thu 05/21						
0000 - 0100	74						
0100 - 0200	29						
0200 - 0300	23						
0300 - 0400	61						
0400 - 0500	163						
0500 - 0600	441						
0600 - 0700	571						
0700 - 0800	668						
0800 - 0900	690						
0900 - 1000	478						
1000 - 1100	395						
1100 - 1200	349						
1200 - 1300	330						
1300 - 1400	300						
1400 - 1500	350						
1500 - 1600	452						
1600 - 1700	484						
1700 - 1800	589						
1800 - 1900	305						
1900 - 2000	217						
2000 - 2100	233						
2100 - 2200	197						
2200 - 2300	144						
2300 - 2400	108						

Daily Total	7651						

Bi-Directional Class Count || Graphical Analysis SB WB

Brevard County, FL

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Site 1

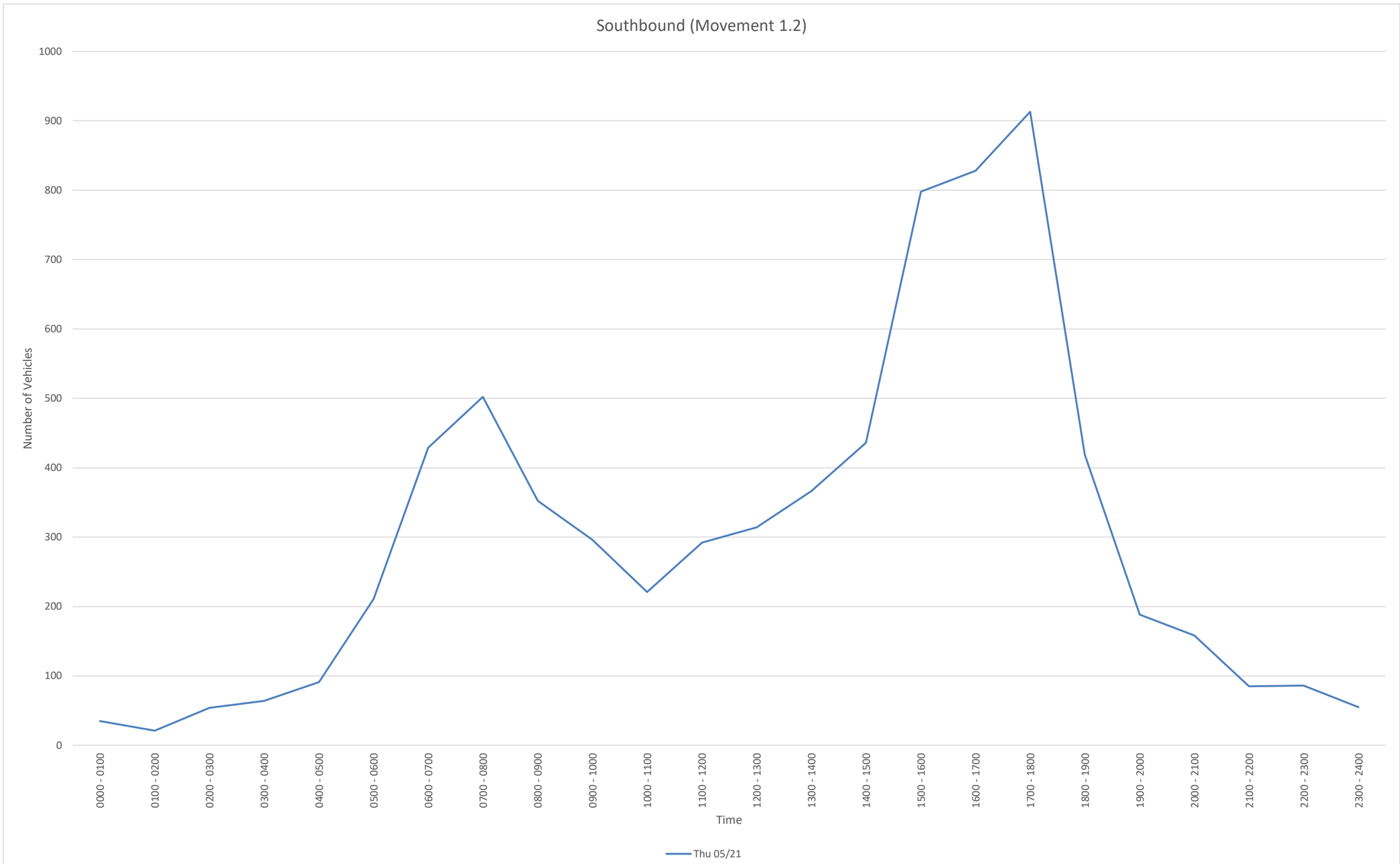
FL-407 Challenger Memorial Pkwy,
south of Shepard Dr

Lat/Long

28.512076°, -80.831552°

0000 - 2400 (Weekday 24h Session)

Graphical Analysis SB WB



Time	Thu 05/21						
0000 - 0100	35						
0100 - 0200	21						
0200 - 0300	54						
0300 - 0400	64						
0400 - 0500	91						
0500 - 0600	211						
0600 - 0700	429						
0700 - 0800	502						
0800 - 0900	352						
0900 - 1000	296						
1000 - 1100	221						
1100 - 1200	292						
1200 - 1300	314						
1300 - 1400	366						
1400 - 1500	436						
1500 - 1600	798						
1600 - 1700	828						
1700 - 1800	913						
1800 - 1900	419						
1900 - 2000	188						
2000 - 2100	158						
2100 - 2200	85						
2200 - 2300	86						
2300 - 2400	55						

Daily Total	7214						

Bi-Directional Class Count || Graphical Analysis BiDir

Brevard County, FL

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Site 1

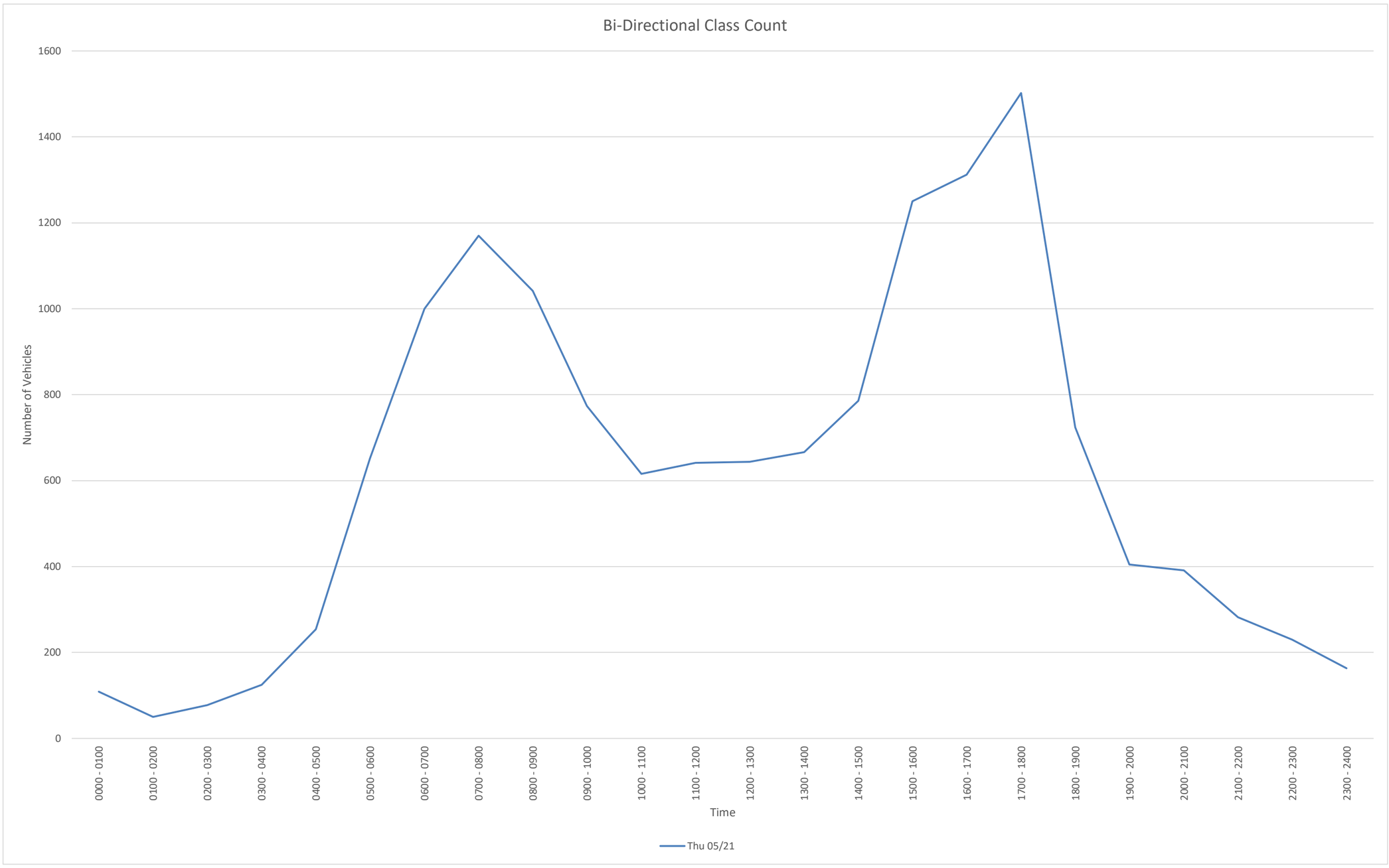
FL-407 Challenger Memorial Pkwy,
south of Shepard Dr

Lat/Long

28.512076°, -80.831552°

0000 - 2400 (Weekday 24h Session)

Graphical Analysis BiDir



Time	Thu 05/21						
0000 - 0100	109						
0100 - 0200	50						
0200 - 0300	77						
0300 - 0400	125						
0400 - 0500	254						
0500 - 0600	652						
0600 - 0700	1000						
0700 - 0800	1170						
0800 - 0900	1042						
0900 - 1000	774						
1000 - 1100	616						
1100 - 1200	641						
1200 - 1300	644						
1300 - 1400	666						
1400 - 1500	786						
1500 - 1600	1250						
1600 - 1700	1312						
1700 - 1800	1502						
1800 - 1900	724						
1900 - 2000	405						
2000 - 2100	391						
2100 - 2200	282						
2200 - 2300	230						
2300 - 2400	163						
Daily Total	14865						

NB
File Name:
Start Date: 5/21/2026
Start Time: 0
Site Code: 1
Station ID: 1
Location 1: FL-407 Challenger Memorial Pkwy, south of Shepard Dr
Location 2:

Date	Time	1	2	3	4	5	6	7	8	9	10	11	12	13
5/21/2026	12:00 AM	0	13	1	0	0	0	0	0	3	0	0	0	0
5/21/2026	12:15 AM	0	16	0	0	0	1	0	0	1	0	0	0	0
5/21/2026	12:30 AM	0	13	1	0	1	0	0	0	1	0	0	0	0
5/21/2026	12:45 AM	0	20	1	0	1	0	0	0	1	0	0	0	0
5/21/2026	1:00 AM	0	7	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:15 AM	0	7	0	0	0	0	0	0	1	0	0	0	0
5/21/2026	1:30 AM	0	4	0	0	0	0	0	0	2	0	0	0	0
5/21/2026	1:45 AM	0	8	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	2:00 AM	0	4	0	0	0	0	0	0	1	0	0	0	0
5/21/2026	2:15 AM	0	2	0	0	0	0	0	0	2	0	0	0	0
5/21/2026	2:30 AM	0	7	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	2:45 AM	0	7	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	3:00 AM	0	9	1	0	1	0	0	0	0	0	0	0	0
5/21/2026	3:15 AM	0	11	0	0	0	0	0	0	2	0	0	0	0
5/21/2026	3:30 AM	0	18	2	0	1	1	0	0	0	0	0	0	0
5/21/2026	3:45 AM	0	13	0	0	0	0	0	0	2	0	0	0	0
5/21/2026	4:00 AM	0	15	0	0	0	0	0	0	1	0	0	0	0
5/21/2026	4:15 AM	0	25	1	0	0	0	0	0	0	0	0	0	0
5/21/2026	4:30 AM	0	41	8	0	0	1	0	0	1	0	0	0	0
5/21/2026	4:45 AM	0	54	9	0	1	1	0	3	2	0	0	0	0
5/21/2026	5:00 AM	0	74	11	0	2	0	0	0	1	0	0	0	0
5/21/2026	5:15 AM	0	100	21	0	2	0	0	0	0	0	0	0	0
5/21/2026	5:30 AM	0	92	31	0	2	0	0	0	1	0	0	0	0
5/21/2026	5:45 AM	0	83	19	0	0	0	0	0	2	0	0	0	0
5/21/2026	6:00 AM	0	76	24	0	1	0	0	0	2	0	0	0	1
5/21/2026	6:15 AM	0	84	26	0	3	2	0	0	1	0	0	0	0
5/21/2026	6:30 AM	3	100	47	0	5	3	0	0	0	0	0	0	1
5/21/2026	6:45 AM	2	149	27	4	3	1	0	0	6	0	0	0	0
5/21/2026	7:00 AM	0	102	39	0	7	2	0	0	5	1	0	0	0
5/21/2026	7:15 AM	0	142	17	0	6	0	0	0	2	0	0	0	0
5/21/2026	7:30 AM	0	139	19	0	3	2	0	1	4	0	0	0	0
5/21/2026	7:45 AM	0	141	26	0	8	0	0	2	0	0	0	0	0
5/21/2026	8:00 AM	0	124	39	1	1	3	0	1	2	0	0	0	0
5/21/2026	8:15 AM	1	127	30	2	3	3	0	3	9	0	0	0	0
5/21/2026	8:30 AM	1	140	29	2	4	1	1	1	5	1	0	0	0
5/21/2026	8:45 AM	1	123	24	1	4	0	0	1	2	0	0	0	0
5/21/2026	9:00 AM	0	83	23	1	1	0	0	1	7	0	0	0	0
5/21/2026	9:15 AM	0	69	27	0	2	2	0	2	6	1	0	0	0
5/21/2026	9:30 AM	0	82	22	3	4	2	0	2	5	2	0	0	0
5/21/2026	9:45 AM	0	99	23	2	2	1	1	1	2	0	0	0	0
5/21/2026	10:00 AM	0	85	18	2	4	1	0	0	6	0	0	0	0
5/21/2026	10:15 AM	0	90	21	2	4	2	0	0	2	0	0	0	0
5/21/2026	10:30 AM	0	51	9	0	2	1	0	1	4	0	0	0	0
5/21/2026	10:45 AM	0	68	14	0	4	0	0	1	3	0	0	0	0
5/21/2026	11:00 AM	0	60	15	0	1	3	0	0	5	0	0	0	0
5/21/2026	11:15 AM	0	66	11	0	2	1	0	0	7	0	0	0	0
5/21/2026	11:30 AM	0	74	12	0	0	4	0	0	5	0	0	0	0
5/21/2026	11:45 AM	0	62	13	0	1	4	0	0	3	0	0	0	0
5/21/2026	12:00 PM	0	69	18	0	2	0	0	0	9	0	0	0	0
5/21/2026	12:15 PM	0	39	19	0	2	0	0	1	4	0	0	0	0
5/21/2026	12:30 PM	0	49	19	0	4	0	0	1	3	0	0	0	0
5/21/2026	12:45 PM	0	63	19	0	1	0	0	1	7	0	0	0	0
5/21/2026	1:00 PM	0	43	11	1	1	1	0	0	2	0	0	0	0
5/21/2026	1:15 PM	0	60	13	2	3	2	0	3	1	0	0	0	0
5/21/2026	1:30 PM	0	63	11	0	3	0	0	0	4	0	0	0	0
5/21/2026	1:45 PM	0	61	11	0	2	1	0	0	1	0	0	0	0
5/21/2026	2:00 PM	1	69	13	0	2	2	0	0	3	0	0	0	0
5/21/2026	2:15 PM	0	62	18	1	2	1	0	1	4	0	0	0	0
5/21/2026	2:30 PM	0	59	15	0	0	1	0	3	2	0	0	0	0
5/21/2026	2:45 PM	1	69	14	1	0	0	0	1	5	0	0	0	0
5/21/2026	3:00 PM	0	87	10	0	2	0	0	0	2	0	0	0	0
5/21/2026	3:15 PM	1	84	25	1	2	1	0	1	3	0	0	0	0
5/21/2026	3:30 PM	0	99	32	0	1	1	0	0	3	0	0	0	0
5/21/2026	3:45 PM	0	75	16	0	1	1	0	1	3	0	0	0	0
5/21/2026	4:00 PM	2	76	21	0	6	0	0	1	3	0	0	0	0
5/21/2026	4:15 PM	3	93	23	0	2	1	0	0	1	0	0	0	0
5/21/2026	4:30 PM	0	88	21	0	1	0	0	0	0	0	0	0	0
5/21/2026	4:45 PM	0	114	22	0	2	0	0	0	4	0	0	0	0
5/21/2026	5:00 PM	0	94	30	0	2	0	0	0	0	0	0	0	0
5/21/2026	5:15 PM	1	122	34	0	4	1	0	1	0	0	0	0	0
5/21/2026	5:30 PM	0	130	27	0	2	0	0	0	2	0	0	0	0
5/21/2026	5:45 PM	0	112	20	0	5	1	0	1	0	0	0	0	0
5/21/2026	6:00 PM	2	73	11	0	1	0	1	0	0	0	0	0	0
5/21/2026	6:15 PM	1	66	15	0	1	0	0	0	0	0	0	0	0
5/21/2026	6:30 PM	0	44	17	0	2	0	0	1	1	0	0	0	0
5/21/2026	6:45 PM	0	57	9	0	0	0	0	0	3	0	0	0	0
5/21/2026	7:00 PM	0	45	10	0	1	0	0	1	1	0	0	0	0
5/21/2026	7:15 PM	0	36	6	0	0	0	0	0	0	0	0	0	0
5/21/2026	7:30 PM	0	50	10	0	0	0	0	0	0	0	0	0	0
5/21/2026	7:45 PM	0	42	13	0	0	0	0	0	2	0	0	0	0
5/21/2026	8:00 PM	0	36	7	0	0	0	0	0	1	0	0	0	0
5/21/2026	8:15 PM	2	49	13	0	0	0	0	0	0	0	0	0	0
5/21/2026	8:30 PM	0	52	8	0	1	0	0	0	0	0	0	0	0
5/21/2026	8:45 PM	0	58	6	0	0	0	0	0	0	0	0	0	0
5/21/2026	9:00 PM	1	49	6	0	0	0	0	0	1	0	0	0	0
5/21/2026	9:15 PM	0	53	3	0	0	0	0	0	1	0	0	0	0
5/21/2026	9:30 PM	0	40	4	0	1	0	0	0	1	0	0	0	0
5/21/2026	9:45 PM	0	32	3	0	1	0	0	0	1	0	0	0	0
5/21/2026	10:00 PM	0	26	5	0	0	0	0	0	0	0	0	0	0
5/21/2026	10:15 PM	0	41	4	0	0	0	0	0	0	0	0	0	0
5/21/2026	10:30 PM	0	38	2	0	0	0	0	0	1	0	0	0	0
5/21/2026	10:45 PM	0	23	3	0	1	0	0	0	0	0	0	0	0
5/21/2026	11:00 PM	0	22	3	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:15 PM	0	25	3	0	2	1	0	0	1	0	0	0	0
5/21/2026	11:30 PM	0	28	2	0	1	0	0	1	0	0	0	0	0
5/21/2026	11:45 PM	0	18	1	0	0	0	0	0	0	0	0	0	0

SB
File Name:
Start Date: 5/21/2026
Start Time: 0
Site Code: 1
Station ID: 1
Location 1: FL-407 Challenger Memorial Pkwy, south of Shepard Dr
Location 2:

Date	Time	1	2	3	4	5	6	7	8	9	10	11	12	13
5/21/2026	12:00 AM	0	9	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	12:15 AM	0	7	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	12:30 AM	0	8	0	0	1	0	0	0	0	0	0	0	0
5/21/2026	12:45 AM	0	8	0	0	0	0	0	0	2	0	0	0	0
5/21/2026	1:00 AM	0	3	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:15 AM	0	3	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:30 AM	0	6	0	0	0	0	0	0	4	0	0	0	0
5/21/2026	1:45 AM	0	3	0	0	0	0	0	0	2	0	0	0	0
5/21/2026	2:00 AM	0	7	0	0	0	0	0	0	3	0	0	0	0
5/21/2026	2:15 AM	0	9	0	0	0	0	0	0	4	0	0	0	0
5/21/2026	2:30 AM	0	8	0	0	0	0	0	0	1	0	0	0	0
5/21/2026	2:45 AM	0	20	0	0	0	0	0	0	2	0	0	0	0
5/21/2026	3:00 AM	0	17	0	0	0	0	0	0	2	0	0	0	0
5/21/2026	3:15 AM	0	15	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	3:30 AM	0	13	0	0	0	0	0	0	1	0	0	0	0
5/21/2026	3:45 AM	0	13	0	0	0	0	0	0	3	0	0	0	0
5/21/2026	4:00 AM	0	13	0	0	0	0	0	0	3	0	0	0	0
5/21/2026	4:15 AM	0	22	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	4:30 AM	0	26	0	0	0	0	0	0	2	0	0	0	0
5/21/2026	4:45 AM	0	23	0	0	0	1	0	0	1	0	0	0	0
5/21/2026	5:00 AM	0	48	0	0	0	0	0	0	1	0	0	0	0
5/21/2026	5:15 AM	0	38	0	0	0	0	0	0	6	0	0	0	0
5/21/2026	5:30 AM	0	55	0	0	0	0	0	0	8	0	0	0	0
5/21/2026	5:45 AM	0	53	0	0	0	1	0	0	1	0	0	0	0
5/21/2026	6:00 AM	0	63	25	0	0	0	0	0	1	0	0	0	0
5/21/2026	6:15 AM	0	91	24	0	2	1	0	0	2	0	0	0	0
5/21/2026	6:30 AM	0	75	22	1	1	1	0	0	1	0	0	0	0
5/21/2026	6:45 AM	0	95	21	0	0	0	0	0	3	0	0	0	0
5/21/2026	7:00 AM	0	96	25	0	3	1	0	0	1	0	0	0	0
5/21/2026	7:15 AM	0	91	21	0	2	1	0	0	4	0	0	0	0
5/21/2026	7:30 AM	1	119	27	0	1	0	0	0	2	0	0	0	0
5/21/2026	7:45 AM	0	87	13	0	1	3	0	0	3	0	0	0	0
5/21/2026	8:00 AM	0	63	25	0	1	1	0	2	2	0	0	0	0
5/21/2026	8:15 AM	0	75	17	0	0	2	0	0	1	0	0	0	0
5/21/2026	8:30 AM	0	64	20	0	1	1	0	0	0	0	0	0	0
5/21/2026	8:45 AM	0	52	19	0	1	0	0	1	4	0	0	0	0
5/21/2026	9:00 AM	0	56	16	0	1	2	0	0	9	0	0	0	0
5/21/2026	9:15 AM	0	55	16	0	3	3	0	2	8	0	0	0	0
5/21/2026	9:30 AM	0	54	8	0	1	1	0	4	3	0	0	0	0
5/21/2026	9:45 AM	0	32	14	0	1	1	0	2	4	0	0	0	0
5/21/2026	10:00 AM	0	35	9	0	2	0	0	1	1	0	0	0	0
5/21/2026	10:15 AM	0	46	10	0	2	2	0	0	3	0	0	0	0
5/21/2026	10:30 AM	0	31	7	0	0	1	0	1	3	0	0	0	0
5/21/2026	10:45 AM	1	45	13	0	2	0	0	2	4	0	0	0	0
5/21/2026	11:00 AM	0	40	9	0	2	2	1	1	5	0	0	0	0
5/21/2026	11:15 AM	0	56	13	0	2	1	0	2	5	0	0	0	0
5/21/2026	11:30 AM	0	43	26	0	2	1	0	1	3	0	0	0	0
5/21/2026	11:45 AM	0	44	20	0	7	2	0	0	4	0	0	0	0
5/21/2026	12:00 PM	0	48	18	0	1	2	0	0	7	0	0	0	0
5/21/2026	12:15 PM	0	49	13	0	4	2	0	0	3	0	0	0	0
5/21/2026	12:30 PM	0	61	18	0	6	2	0	0	4	0	0	0	0
5/21/2026	12:45 PM	0	51	17	1	1	4	0	0	2	0	0	0	0
5/21/2026	1:00 PM	0	45	22	0	1	2	0	1	4	0	0	0	0
5/21/2026	1:15 PM	0	67	17	0	4	1	0	1	0	0	0	0	0
5/21/2026	1:30 PM	1	77	24	2	2	3	0	0	7	0	0	0	0
5/21/2026	1:45 PM	0	53	21	0	3	4	0	0	4	0	0	0	0
5/21/2026	2:00 PM	0	60	21	0	3	2	0	1	5	0	0	0	0
5/21/2026	2:15 PM	0	84	16	1	3	0	0	0	2	0	0	0	0
5/21/2026	2:30 PM	0	90	25	1	1	1	0	0	2	0	0	0	0
5/21/2026	2:45 PM	0	88	25	0	2	2	0	0	1	0	0	0	0
5/21/2026	3:00 PM	0	106	41	5	1	4	0	0	3	0	0	0	0
5/21/2026	3:15 PM	2	135	40	0	2	1	0	0	5	0	0	0	0
5/21/2026	3:30 PM	0	171	45	3	4	2	0	1	2	0	0	0	0
5/21/2026	3:45 PM	0	167	55	1	0	0	0	0	2	0	0	0	0
5/21/2026	4:00 PM	0	160	48	3	3	0	0	1	1	0	0	0	0
5/21/2026	4:15 PM	2	151	42	0	4	1	0	2	6	0	0	0	0
5/21/2026	4:30 PM	1	146	28	0	1	1	0	0	2	0	0	0	0
5/21/2026	4:45 PM	0	176	44	1	2	0	0	0	2	0	0	0	0
5/21/2026	5:00 PM	1	192	47	2	1	0	0	3	1	0	0	0	0
5/21/2026	5:15 PM	0	210	30	0	0	0	0	1	2	0	0	0	0
5/21/2026	5:30 PM	2	193	41	1	0	2	0	1	4	0	0	0	0
5/21/2026	5:45 PM	2	152	23	0	1	1	0	0	0	0	0	0	0
5/21/2026	6:00 PM	1	124	27	0	0	0	0	2	1	0	0	0	0
5/21/2026	6:15 PM	0	85	24	0	1	0	0	1	2	0	0	0	0
5/21/2026	6:30 PM	0	63	15	0	2	0	0	0	0	0	0	0	0
5/21/2026	6:45 PM	0	49	19	0	0	2	0	1	0	0	0	0	0
5/21/2026	7:00 PM	1	41	9	0	0	0	0	0	2	0	0	0	0
5/21/2026	7:15 PM	0	42	18	0	0	0	0	1	1	0	0	0	0
5/21/2026	7:30 PM	0	29	10	0	0	0	0	0	0	0	0	0	0
5/21/2026	7:45 PM	1	27	4	0	1	0	0	0	1	0	0	0	0
5/21/2026	8:00 PM	0	35	9	0	0	0	0	0	2	0	0	0	0
5/21/2026	8:15 PM	0	32	8	0	0	0	0	0	1	0	0	0	0
5/21/2026	8:30 PM	0	32	6	0	0	0	0	0	0	0	0	0	0
5/21/2026	8:45 PM	0	28	4	0	1	0	0	0	0	0	0	0	0
5/21/2026	9:00 PM	0	18	3	0	0	0	0	2	1	0	0	0	0
5/21/2026	9:15 PM	0	20	4	0	0	0	0	0	0	0	0	0	0
5/21/2026	9:30 PM	0	21	5	0	0	0	0	0	0	0	0	0	0
5/21/2026	9:45 PM	0	9	2	0	0	0	0	0	0	0	0	0	0
5/21/2026	10:00 PM	0	18	6	0	0	1	0	0	2	0	0	0	0
5/21/2026	10:15 PM	0	14	4	0	0	0	0	1	0	0	0	0	0
5/21/2026	10:30 PM	0	18	5	0	1	0	0	0	2	0	0	0	0
5/21/2026	10:45 PM	0	11	2	0	1	0	0	0	0	0	0	0	0
5/21/2026	11:00 PM	0	10	2	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:15 PM	0	11	4	0	0	1	0	0	0	0	0	0	0
5/21/2026	11:30 PM	0	9	2	0	2	0	0	0	1	0	0	0	0
5/21/2026	11:45 PM	0	8	3	0	0	0	0	0	2	0	0	0	0

NB
File Name:
Start Date: 5/21/2026
Start Time: 0
Site Code: 1
Station ID: 1
Location 1: FL-407 Challenger Memorial Pkwy, south of Shepard Dr
Location 2:

Date	Time	1	2	3	4	5	6	7	8	9	10	11	12	13
5/21/2026	12:00 AM	0	62	3	0	2	1	0	0	6	0	0	0	0
5/21/2026	12:15 AM	0	56	2	0	2	1	0	0	3	0	0	0	0
5/21/2026	12:30 AM	0	47	2	0	2	0	0	0	3	0	0	0	0
5/21/2026	12:45 AM	0	38	1	0	1	0	0	0	4	0	0	0	0
5/21/2026	1:00 AM	0	26	0	0	0	0	0	0	3	0	0	0	0
5/21/2026	1:15 AM	0	23	0	0	0	0	0	0	4	0	0	0	0
5/21/2026	1:30 AM	0	18	0	0	0	0	0	0	5	0	0	0	0
5/21/2026	1:45 AM	0	21	0	0	0	0	0	0	3	0	0	0	0
5/21/2026	2:00 AM	0	20	0	0	0	0	0	0	3	0	0	0	0
5/21/2026	2:15 AM	0	25	1	0	1	0	0	0	2	0	0	0	0
5/21/2026	2:30 AM	0	34	1	0	1	0	0	0	2	0	0	0	0
5/21/2026	2:45 AM	0	45	3	0	2	1	0	0	2	0	0	0	0
5/21/2026	3:00 AM	0	51	3	0	2	1	0	0	4	0	0	0	0
5/21/2026	3:15 AM	0	57	2	0	1	1	0	0	5	0	0	0	0
5/21/2026	3:30 AM	0	71	3	0	1	1	0	0	3	0	0	0	0
5/21/2026	3:45 AM	0	94	9	0	0	1	0	0	4	0	0	0	0
5/21/2026	4:00 AM	0	135	18	0	1	2	0	3	4	0	0	0	0
5/21/2026	4:15 AM	0	194	29	0	3	2	0	3	4	0	0	0	0
5/21/2026	4:30 AM	0	269	49	0	5	2	0	3	4	0	0	0	0
5/21/2026	4:45 AM	0	320	72	0	7	1	0	3	4	0	0	0	0
5/21/2026	5:00 AM	0	349	82	0	6	0	0	0	4	0	0	0	0
5/21/2026	5:15 AM	0	351	95	0	5	0	0	0	5	0	0	0	1
5/21/2026	5:30 AM	0	335	100	0	6	2	0	0	6	0	0	0	1
5/21/2026	5:45 AM	3	343	116	0	9	5	0	0	5	0	0	0	2
5/21/2026	6:00 AM	5	409	124	4	12	6	0	0	9	0	0	0	2
5/21/2026	6:15 AM	5	435	139	4	18	8	0	0	12	1	0	0	1
5/21/2026	6:30 AM	5	493	130	4	21	6	0	0	13	1	0	0	1
5/21/2026	6:45 AM	2	532	102	4	19	5	0	1	17	1	0	0	0
5/21/2026	7:00 AM	0	524	101	0	24	4	0	3	11	1	0	0	0
5/21/2026	7:15 AM	0	546	101	1	18	5	0	4	8	0	0	0	0
5/21/2026	7:30 AM	1	531	114	3	15	8	0	7	15	0	0	0	0
5/21/2026	7:45 AM	2	532	124	5	16	7	1	7	16	1	0	0	0
5/21/2026	8:00 AM	3	514	122	6	12	7	1	6	18	1	0	0	0
5/21/2026	8:15 AM	3	473	106	6	12	4	1	6	23	1	0	0	0
5/21/2026	8:30 AM	2	415	103	4	11	3	1	5	20	2	0	0	0
5/21/2026	8:45 AM	1	357	96	5	11	4	0	6	20	3	0	0	0
5/21/2026	9:00 AM	0	333	95	6	9	5	1	6	20	3	0	0	0
5/21/2026	9:15 AM	0	335	90	7	12	6	1	5	19	3	0	0	0
5/21/2026	9:30 AM	0	356	84	9	14	6	1	3	15	2	0	0	0
5/21/2026	9:45 AM	0	325	71	6	12	5	1	2	14	0	0	0	0
5/21/2026	10:00 AM	0	294	62	4	14	4	0	2	15	0	0	0	0
5/21/2026	10:15 AM	0	269	59	2	11	6	0	2	14	0	0	0	0
5/21/2026	10:30 AM	0	245	49	0	9	5	0	2	19	0	0	0	0
5/21/2026	10:45 AM	0	268	52	0	7	8	0	1	20	0	0	0	0
5/21/2026	11:00 AM	0	262	51	0	4	12	0	0	20	0	0	0	0
5/21/2026	11:15 AM	0	271	54	0	5	9	0	0	24	0	0	0	0
5/21/2026	11:30 AM	0	244	62	0	5	8	0	1	21	0	0	0	0
5/21/2026	11:45 AM	0	219	69	0	9	4	0	2	19	0	0	0	0
5/21/2026	12:00 PM	0	220	75	0	9	0	0	3	23	0	0	0	0
5/21/2026	12:15 PM	0	194	68	1	8	1	0	3	16	0	0	0	0
5/21/2026	12:30 PM	0	215	62	3	9	3	0	5	13	0	0	0	0
5/21/2026	12:45 PM	0	229	54	3	8	3	0	4	14	0	0	0	0
5/21/2026	1:00 PM	0	227	46	3	9	4	0	3	8	0	0	0	0
5/21/2026	1:15 PM	1	253	48	2	10	5	0	3	9	0	0	0	0
5/21/2026	1:30 PM	1	255	53	1	9	4	0	1	12	0	0	0	0
5/21/2026	1:45 PM	1	251	57	1	6	5	0	4	10	0	0	0	0
5/21/2026	2:00 PM	2	259	60	2	4	4	0	5	14	0	0	0	0
5/21/2026	2:15 PM	1	277	57	2	4	2	0	5	13	0	0	0	0
5/21/2026	2:30 PM	2	299	64	2	4	2	0	5	12	0	0	0	0
5/21/2026	2:45 PM	2	339	81	2	5	2	0	2	13	0	0	0	0
5/21/2026	3:00 PM	1	345	83	1	6	3	0	2	11	0	0	0	0
5/21/2026	3:15 PM	3	334	94	1	10	3	0	3	12	0	0	0	0
5/21/2026	3:30 PM	5	343	92	0	10	3	0	2	10	0	0	0	0
5/21/2026	3:45 PM	5	332	81	0	10	2	0	2	7	0	0	0	0
5/21/2026	4:00 PM	5	371	87	0	11	1	0	1	8	0	0	0	0
5/21/2026	4:15 PM	3	389	96	0	7	1	0	0	5	0	0	0	0
5/21/2026	4:30 PM	1	418	107	0	9	1	0	1	4	0	0	0	0
5/21/2026	4:45 PM	1	460	113	0	10	1	0	1	6	0	0	0	0
5/21/2026	5:00 PM	1	458	111	0	13	2	0	2	2	0	0	0	0
5/21/2026	5:15 PM	3	437	92	0	12	2	1	2	2	0	0	0	0
5/21/2026	5:30 PM	3	381	73	0	9	1	1	1	2	0	0	0	0
5/21/2026	5:45 PM	3	295	63	0	9	1	1	2	1	0	0	0	0
5/21/2026	6:00 PM	3	240	52	0	4	0	1	1	4	0	0	0	0
5/21/2026	6:15 PM	1	212	51	0	4	0	0	2	5	0	0	0	0
5/21/2026	6:30 PM	0	182	42	0	3	0	0	2	5	0	0	0	0
5/21/2026	6:45 PM	0	188	35	0	1	0	0	1	4	0	0	0	0
5/21/2026	7:00 PM	0	173	39	0	1	0	0	1	3	0	0	0	0
5/21/2026	7:15 PM	0	164	36	0	0	0	0	0	3	0	0	0	0
5/21/2026	7:30 PM	2	177	43	0	0	0	0	0	3	0	0	0	0
5/21/2026	7:45 PM	2	179	41	0	1	0	0	0	3	0	0	0	0
5/21/2026	8:00 PM	2	195	34	0	1	0	0	0	1	0	0	0	0
5/21/2026	8:15 PM	3	208	33	0	1	0	0	0	1	0	0	0	0
5/21/2026	8:30 PM	1	212	23	0	1	0	0	0	2	0	0	0	0
5/21/2026	8:45 PM	1	200	19	0	1	0	0	0	3	0	0	0	0
5/21/2026	9:00 PM	1	174	16	0	2	0	0	0	4	0	0	0	0
5/21/2026	9:15 PM	0	151	15	0	2	0	0	0	3	0	0	0	0
5/21/2026	9:30 PM	0	139	16	0	2	0	0	0	2	0	0	0	0
5/21/2026	9:45 PM	0	137	14	0	1	0	0	0	2	0	0	0	0
5/21/2026	10:00 PM	0	128	14	0	1	0	0	0	1	0	0	0	0
5/21/2026	10:15 PM	0	124	12	0	1	0	0	0	1	0	0	0	0
5/21/2026	10:30 PM	0	108	11	0	3	1	0	0	2	0	0	0	0
5/21/2026	10:45 PM	0	98	11	0	4	1	0	1	1	0	0	0	0
5/21/2026	11:00 PM	0	93	9	0	3	1	0	1	1	0	0	0	0
5/21/2026	11:15 PM	0	71	6	0	3	1	0	1	1	0	0	0	0
5/21/2026	11:30 PM	0	46	3	0	1	0	0	1	0	0	0	0	0
5/21/2026	11:45 PM	0	18	1	0	0	0	0	0	0	0	0	0	0

SB
File Name:
Start Date: 5/21/2026
Start Time: 0
Site Code: 1
Station ID: 1
Location 1: FL-407 Challenger Memorial Pkwy, south of Shepard Dr
Location 2:

Date	Time	1	2	3	4	5	6	7	8	9	10	11	12	13
5/21/2026	12:00 AM	0	32	0	0	1	0	0	0	2	0	0	0	0
5/21/2026	12:15 AM	0	26	0	0	1	0	0	0	2	0	0	0	0
5/21/2026	12:30 AM	0	22	0	0	1	0	0	0	2	0	0	0	0
5/21/2026	12:45 AM	0	20	0	0	0	0	0	0	6	0	0	0	0
5/21/2026	1:00 AM	0	15	0	0	0	0	0	0	6	0	0	0	0
5/21/2026	1:15 AM	0	19	0	0	0	0	0	0	9	0	0	0	0
5/21/2026	1:30 AM	0	25	0	0	0	0	0	0	13	0	0	0	0
5/21/2026	1:45 AM	0	27	0	0	0	0	0	0	10	0	0	0	0
5/21/2026	2:00 AM	0	44	0	0	0	0	0	0	10	0	0	0	0
5/21/2026	2:15 AM	0	54	0	0	0	0	0	0	9	0	0	0	0
5/21/2026	2:30 AM	0	60	0	0	0	0	0	0	5	0	0	0	0
5/21/2026	2:45 AM	0	65	0	0	0	0	0	0	5	0	0	0	0
5/21/2026	3:00 AM	0	58	0	0	0	0	0	0	6	0	0	0	0
5/21/2026	3:15 AM	0	54	0	0	0	0	0	0	7	0	0	0	0
5/21/2026	3:30 AM	0	61	0	0	0	0	0	0	7	0	0	0	0
5/21/2026	3:45 AM	0	74	0	0	0	0	0	0	8	0	0	0	0
5/21/2026	4:00 AM	0	84	0	0	0	1	0	0	6	0	0	0	0
5/21/2026	4:15 AM	0	119	0	0	0	1	0	0	4	0	0	0	0
5/21/2026	4:30 AM	0	135	0	0	0	1	0	0	10	0	0	0	0
5/21/2026	4:45 AM	0	164	0	0	0	1	0	0	16	0	0	0	0
5/21/2026	5:00 AM	0	194	0	0	0	1	0	0	16	0	0	0	0
5/21/2026	5:15 AM	0	209	25	0	0	1	0	0	16	0	0	0	0
5/21/2026	5:30 AM	0	262	49	0	2	2	0	0	12	0	0	0	0
5/21/2026	5:45 AM	0	282	71	1	3	3	0	0	5	0	0	0	0
5/21/2026	6:00 AM	0	324	92	1	3	2	0	0	7	0	0	0	0
5/21/2026	6:15 AM	0	357	92	1	6	3	0	0	7	0	0	0	0
5/21/2026	6:30 AM	0	357	89	1	6	3	0	0	9	0	0	0	0
5/21/2026	6:45 AM	1	401	94	0	6	2	0	0	10	0	0	0	0
5/21/2026	7:00 AM	1	393	86	0	7	5	0	0	10	0	0	0	0
5/21/2026	7:15 AM	1	360	86	0	5	5	0	2	11	0	0	0	0
5/21/2026	7:30 AM	1	344	82	0	3	6	0	2	8	0	0	0	0
5/21/2026	7:45 AM	0	289	75	0	3	7	0	2	6	0	0	0	0
5/21/2026	8:00 AM	0	254	81	0	3	4	0	3	7	0	0	0	0
5/21/2026	8:15 AM	0	247	72	0	3	5	0	1	14	0	0	0	0
5/21/2026	8:30 AM	0	227	71	0	6	6	0	3	21	0	0	0	0
5/21/2026	8:45 AM	0	217	59	0	6	6	0	7	24	0	0	0	0
5/21/2026	9:00 AM	0	197	54	0	6	7	0	8	24	0	0	0	0
5/21/2026	9:15 AM	0	176	47	0	7	5	0	9	16	0	0	0	0
5/21/2026	9:30 AM	0	167	41	0	6	4	0	7	11	0	0	0	0
5/21/2026	9:45 AM	0	144	40	0	5	4	0	4	11	0	0	0	0
5/21/2026	10:00 AM	1	157	39	0	6	3	0	4	11	0	0	0	0
5/21/2026	10:15 AM	1	162	39	0	6	5	1	4	15	0	0	0	0
5/21/2026	10:30 AM	1	172	42	0	6	4	1	6	17	0	0	0	0
5/21/2026	10:45 AM	1	184	61	0	8	4	1	6	17	0	0	0	0
5/21/2026	11:00 AM	0	183	68	0	13	6	1	4	17	0	0	0	0
5/21/2026	11:15 AM	0	191	77	0	12	6	0	3	19	0	0	0	0
5/21/2026	11:30 AM	0	184	77	0	14	7	0	1	17	0	0	0	0
5/21/2026	11:45 AM	0	202	69	0	18	8	0	0	18	0	0	0	0
5/21/2026	12:00 PM	0	209	66	1	12	10	0	0	16	0	0	0	0
5/21/2026	12:15 PM	0	206	70	1	12	10	0	1	13	0	0	0	0
5/21/2026	12:30 PM	0	224	74	1	12	9	0	2	10	0	0	0	0
5/21/2026	12:45 PM	1	240	80	3	8	10	0	2	13	0	0	0	0
5/21/2026	1:00 PM	1	242	84	2	10	10	0	2	15	0	0	0	0
5/21/2026	1:15 PM	1	257	83	2	12	10	0	2	16	0	0	0	0
5/21/2026	1:30 PM	1	274	82	3	11	9	0	1	18	0	0	0	0
5/21/2026	1:45 PM	0	287	83	2	10	7	0	1	13	0	0	0	0
5/21/2026	2:00 PM	0	322	87	2	9	5	0	1	10	0	0	0	0
5/21/2026	2:15 PM	0	368	107	7	7	7	0	0	8	0	0	0	0
5/21/2026	2:30 PM	2	419	131	6	6	8	0	0	11	0	0	0	0
5/21/2026	2:45 PM	2	500	151	8	9	9	0	1	11	0	0	0	0
5/21/2026	3:00 PM	2	579	181	9	7	7	0	1	12	0	0	0	0
5/21/2026	3:15 PM	2	633	188	7	9	3	0	2	10	0	0	0	0
5/21/2026	3:30 PM	2	649	190	7	11	3	0	4	11	0	0	0	0
5/21/2026	3:45 PM	3	624	173	4	8	2	0	3	11	0	0	0	0
5/21/2026	4:00 PM	3	633	162	4	10	2	0	3	11	0	0	0	0
5/21/2026	4:15 PM	4	665	161	3	8	2	0	5	11	0	0	0	0
5/21/2026	4:30 PM	2	724	149	3	4	1	0	4	7	0	0	0	0
5/21/2026	4:45 PM	3	771	162	4	3	2	0	5	9	0	0	0	0
5/21/2026	5:00 PM	5	747	141	3	2	3	0	5	7	0	0	0	0
5/21/2026	5:15 PM	5	679	121	1	1	3	0	4	7	0	0	0	0
5/21/2026	5:30 PM	5	554	115	1	2	3	0	4	7	0	0	0	0
5/21/2026	5:45 PM	3	424	89	0	4	1	0	3	3	0	0	0	0
5/21/2026	6:00 PM	1	321	85	0	3	2	0	4	3	0	0	0	0
5/21/2026	6:15 PM	1	238	67	0	3	2	0	2	4	0	0	0	0
5/21/2026	6:30 PM	1	195	61	0	2	2	0	2	3	0	0	0	0
5/21/2026	6:45 PM	1	161	56	0	0	2	0	2	3	0	0	0	0
5/21/2026	7:00 PM	2	139	41	0	1	0	0	1	4	0	0	0	0
5/21/2026	7:15 PM	1	133	41	0	1	0	0	1	4	0	0	0	0
5/21/2026	7:30 PM	1	123	31	0	1	0	0	0	4	0	0	0	0
5/21/2026	7:45 PM	1	126	27	0	1	0	0	0	4	0	0	0	0
5/21/2026	8:00 PM	0	127	27	0	1	0	0	0	3	0	0	0	0
5/21/2026	8:15 PM	0	110	21	0	1	0	0	2	2	0	0	0	0
5/21/2026	8:30 PM	0	98	17	0	1	0	0	2	1	0	0	0	0
5/21/2026	8:45 PM	0	87	16	0	1	0	0	2	1	0	0	0	0
5/21/2026	9:00 PM	0	68	14	0	0	0	0	2	1	0	0	0	0
5/21/2026	9:15 PM	0	68	17	0	0	1	0	0	2	0	0	0	0
5/21/2026	9:30 PM	0	62	17	0	0	1	0	1	2	0	0	0	0
5/21/2026	9:45 PM	0	59	17	0	1	1	0	1	4	0	0	0	0
5/21/2026	10:00 PM	0	61	17	0	2	1	0	1	4	0	0	0	0
5/21/2026	10:15 PM	0	53	13	0	2	0	0	1	2	0	0	0	0
5/21/2026	10:30 PM	0	50	13	0	2	1	0	0	2	0	0	0	0
5/21/2026	10:45 PM	0	41	10	0	3	1	0	0	1	0	0	0	0
5/21/2026	11:00 PM	0	38	11	0	2	1	0	0	3	0	0	0	0
5/21/2026	11:15 PM	0	28	9	0	2	1	0	0	3	0	0	0	0
5/21/2026	11:30 PM	0	17	5	0	2	0	0	0	3	0	0	0	0
5/21/2026	11:45 PM	0	8	3	0	0	0	0	0	2	0	0	0	0

Bi-Directional Class Count || Location Overview

Brevard County, FL

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Site 2

Shepard Dr,
west of Armstrong Dr

Lat/Long

28.515409°, -80.824313°

Click here for Map

0000 - 2400 (Weekday 24h Session) (All Dates)

Location Overview

Description	Time Interval	Visible	Tabs
Bi-Directional Class Count	15min	☑	4
Bi-Directional Class Count	60min	☑	4
Graphical Analysis	-	☑	3
Base Data	15min	☑	2
Base Data	60min	☑	2

Daily & Monthly Factors

	Thu
	05/21
DF	1.00
MF	1.00
DF*MF	**1.00**

Bi-Directional Class Count || NB EB 15min

Brevard County, FL

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 2
Shepard Dr,
west of Armstrong Dr

Date
Thursday, May 21, 2026

Lat/Long
28.515409°, -80.824313°

Weather
Light Rain Shower
81°F

Click here for Detailed Weather

Click here for Map

0000 - 2400 (Weekday 24h Session) (05-21-2026)
NB EB 15min

	Eastbound (Movement 2.1)													15min	60min
Time	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Total
0000 - 0015	0	2	0	0	0	0	0	0	0	0	0	0	0	**2**	
0015 - 0030	0	6	0	0	0	0	0	0	0	0	0	0	0	**6**	
0030 - 0045	0	3	1	0	0	0	0	0	0	0	0	0	0	**4**	
0045 - 0100	0	3	1	0	0	0	0	0	0	0	0	0	0	**4**	**16**
0100 - 0115	0	2	0	0	0	0	0	0	0	0	0	0	0	**2**	
0115 - 0130	0	1	1	0	0	0	0	0	0	0	0	0	0	**2**	
0130 - 0145	0	1	1	0	0	0	0	0	0	0	0	0	0	**2**	
0145 - 0200	0	4	0	0	0	0	0	0	0	0	0	0	0	**4**	**10**
0200 - 0215	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
0215 - 0230	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
0230 - 0245	0	1	0	0	0	0	0	0	0	0	0	0	0	**1**	
0245 - 0300	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	**1**
0300 - 0315	0	1	0	0	0	0	0	0	0	0	0	0	0	**1**	
0315 - 0330	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
0330 - 0345	0	1	0	0	0	0	0	0	0	0	0	0	0	**1**	
0345 - 0400	0	2	0	0	0	0	0	0	0	0	0	0	0	**2**	**4**
0400 - 0415	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
0415 - 0430	0	2	0	0	0	0	0	0	0	0	0	0	0	**2**	
0430 - 0445	0	4	0	0	0	0	0	0	0	0	0	0	0	**4**	
0445 - 0500	0	1	4	0	0	0	0	0	0	0	0	0	0	**5**	**11**
0500 - 0515	0	2	1	0	1	0	0	0	0	0	0	0	0	**4**	
0515 - 0530	0	4	1	0	0	0	0	0	0	0	0	0	0	**5**	
0530 - 0545	0	7	6	0	1	0	0	0	0	0	0	0	0	**14**	
0545 - 0600	0	5	10	0	0	0	0	0	0	0	0	0	0	**15**	**38**
0600 - 0615	0	12	8	0	0	0	0	0	0	0	0	0	0	**20**	
0615 - 0630	0	7	4	0	0	0	0	0	0	0	0	0	0	**11**	
0630 - 0645	0	15	11	0	0	1	0	0	0	0	0	0	0	**27**	
0645 - 0700	0	41	15	3	1	0	0	0	0	0	0	0	0	**60**	**118**
0700 - 0715	0	24	8	0	1	1	0	0	1	0	0	0	0	**35**	
0715 - 0730	0	34	7	0	0	0	0	0	1	0	0	0	0	**42**	
0730 - 0745	0	32	9	0	1	1	0	0	0	0	0	0	0	**43**	
0745 - 0800	0	36	5	0	1	0	0	0	0	0	0	0	0	**42**	**162**
0800 - 0815	0	32	15	0	0	0	0	0	2	0	0	0	0	**49**	
0815 - 0830	0	47	11	0	0	1	0	0	1	0	0	0	0	**60**	
0830 - 0845	1	39	11	0	0	0	0	0	0	0	0	0	0	**51**	
0845 - 0900	1	25	11	0	0	0	0	0	0	0	0	0	0	**37**	**197**
0900 - 0915	0	16	5	0	0	0	0	0	1	0	0	0	0	**22**	
0915 - 0930	0	10	7	0	0	0	0	1	1	0	0	0	0	**19**	
0930 - 0945	0	11	5	0	3	0	0	0	0	0	0	0	0	**19**	
0945 - 1000	0	14	4	0	0	1	0	0	0	0	0	0	0	**19**	**79**
1000 - 1015	0	9	4	0	2	1	0	1	0	0	0	0	0	**17**	
1015 - 1030	0	9	6	0	0	0	0	0	0	0	0	0	0	**15**	
1030 - 1045	0	8	5	0	0	1	0	0	0	0	0	0	0	**14**	
1045 - 1100	0	8	7	0	1	0	0	1	1	0	0	0	0	**18**	**64**
1100 - 1115	0	12	7	0	0	0	0	0	2	0	0	0	0	**21**	
1115 - 1130	0	11	6	0	0	0	0	0	0	0	0	0	0	**17**	
1130 - 1145	0	10	2	0	0	3	0	0	0	0	0	0	0	**15**	
1145 - 1200	0	13	4	0	0	1	0	0	0	0	0	0	0	**18**	**71**
1200 - 1215	0	14	6	0	1	0	0	0	2	0	0	0	0	**23**	
1215 - 1230	0	11	6	0	0	0	0	0	1	0	0	0	0	**18**	
1230 - 1245	0	14	2	0	1	0	0	0	1	0	0	0	0	**18**	
1245 - 1300	0	16	7	0	0	1	0	0	3	0	0	0	0	**27**	**86**
1300 - 1315	0	9	3	1	0	1	0	0	0	0	0	0	0	**14**	
1315 - 1330	2	20	2	0	1	0	0	0	0	0	0	0	0	**25**	
1330 - 1345	0	23	5	0	2	0	0	0	0	0	0	0	0	**30**	
1345 - 1400	0	24	4	0	1	1	0	0	0	0	0	0	0	**30**	**99**
1400 - 1415	0	16	8	0	1	0	0	0	0	1	0	0	0	**26**	
1415 - 1430	0	12	6	0	0	0	0	0	3	0	0	0	0	**21**	
1430 - 1445	0	15	9	0	0	1	0	2	0	0	0	0	0	**27**	
1445 - 1500	1	20	3	1	0	0	0	0	1	0	0	0	0	**26**	**100**
1500 - 1515	0	19	4	0	0	1	0	0	1	0	0	0	0	**25**	
1515 - 1530	1	21	10	0	0	2	0	0	0	0	0	0	0	**34**	
1530 - 1545	0	27	7	0	0	1	0	0	2	0	0	0	0	**37**	
1545 - 1600	0	14	7	0	0	0	0	1	0	0	0	0	0	**22**	**118**
1600 - 1615	0	21	13	0	1	0	0	0	0	0	0	0	0	**35**	
1615 - 1630	1	30	6	0	2	0	0	0	0	0	0	0	0	**39**	
1630 - 1645	0	16	5	0	2	0	0	1	0	0	0	0	0	**24**	
1645 - 1700	0	19	12	0	1	0	0	0	0	0	0	0	0	**32**	**130**
1700 - 1715	0	24	13	0	0	0	0	0	0	0	0	0	0	**37**	
1715 - 1730	0	30	9	0	2	0	0	1	0	0	0	0	0	**42**	
1730 - 1745	0	29	9	0	2	0	0	0	0	0	0	0	0	**40**	
1745 - 1800	0	24	9	0	0	0	0	0	0	0	0	0	0	**33**	**152**
1800 - 1815	1	18	8	0	1	0	1	0	0	0	0	0	0	**29**	
1815 - 1830	0	18	3	0	1	0	0	0	0	0	0	0	0	**22**	
1830 - 1845	0	14	6	0	0	0	0	1	0	0	0	0	0	**21**	
1845 - 1900	0	18	1	0	0	0	0	0	0	0	0	0	0	**19**	**91**
1900 - 1915	0	11	3	0	0	0	0	0	0	0	0	0	0	**14**	
1915 - 1930	0	4	2	0	0	0	0	0	0	0	0	0	0	**6**	
1930 - 1945	0	10	2	0	0	0	0	0	0	0	0	0	0	**12**	
1945 - 2000	0	12	7	0	0	0	0	0	0	0	0	0	0	**19**	**51**
2000 - 2015	0	14	4	0	0	0	0	0	0	0	0	0	0	**18**	
2015 - 2030	0	9	1	0	0	0	0	0	0	0	0	0	0	**10**	
2030 - 2045	1	7	1	0	1	0	0	0	0	0	0	0	0	**10**	
2045 - 2100	0	11	3	0	0	0	0	0	0	0	0	0	0	**14**	**52**
2100 - 2115	0	7	1	0	0	0	0	0	0	0	0	0	0	**8**	
2115 - 2130	0	6	2	0	0	0	0	0	0	0	0	0	0	**8**	
2130 - 2145	0	9	2	0	0	0	0	0	0	0	0	0	0	**11**	
2145 - 2200	0	2	0	0	0	0	0	0	0	0	0	0	0	**2**	**29**
2200 - 2215	0	10	3	0	0	0	0	0	0	0	0	0	0	**13**	
2215 - 2230	0	9	3	0	0	0	0	0	0	0	0	0	0	**12**	
2230 - 2245	0	7	2	0	0	0	0	0	0	0	0	0	0	**9**	
2245 - 2300	0	1	0	0	0	0	0	0	0	0	0	0	0	**1**	**35**
2300 - 2315	0	3	0	0	0	0	0	0	0	0	0	0	0	**3**	
2315 - 2330	0	7	1	0	0	0	0	0	0	0	0	0	0	**8**	
2330 - 2345	0	4	1	0	0	0	0	0	0	0	0	0	0	**5**	
2345 - 0000	0	4	1	0	0	0	0	0	0	0	0	0	0	**5**	**21**

Session Total	9	1210	425	5	32	19	1	9	24	1	0	0	0	**1735**
Session Average	0.09	12.60	4.43	0.05	0.33	0.20	0.01	0.09	0.25	0.01	0.00	0.00	0.00	**18.07**
Session Percentage	0.52	69.74	24.50	0.29	1.84	1.10	0.06	0.52	1.38	0.06	0.00	0.00	0.00	

AM Peak Hour	0800 - 0900	0745 - 0845	0800 - 0900	0600 - 0700	0915 - 1015	0945 - 1045	-	0915 - 1015	0715 - 0815	-	-	-	-	**0745 - 0845**
AM Peak Volume	2	154	48	3	5	3	0	2	3	0	0	0	0	**202**
AM Peak %age	0.99	76.24	23.76	1.49	2.48	1.49	0.00	0.99	1.49	0.00	0.00	0.00	0.00	

Noon Peak Hour	1230 - 1330	1445 - 1545	1345 - 1445	1215 - 1315	1315 - 1415	1100 - 1200	-	1000 - 1100	1200 - 1300	1315 - 1415	-	-	-	**1445 - 1545**
Noon Peak Volume	2	87	27	1	5	4	0	2	7	1	0	0	0	**122**
Noon Peak %age	1.64	71.31	22.13	0.82	4.10	3.28	0.00	1.64	5.74	0.82	0.00	0.00	0.00	

PM Peak Hour	1500 - 1600	1700 - 1800	1645 - 1745	-	1600 - 1700	1500 - 1600	1715 - 1815	1545 - 1645	1500 - 1600	-	-	-	-	**1700 - 1800**
PM Peak Volume	1	107	43	0	6	4	1	2	3	0	0	0	0	**152**
PM Peak %age	0.66	70.39	28.29	0.00	3.95	2.63	0.66	1.32	1.97	0.00	0.00	0.00	0.00	

User Peak Volume	0	14	2	0	0	0	0	0	0	0	0	0	0	**16**
User Peak %age	0.00	87.50	12.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || SB WB 15min

Brevard County, FL

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 2
Shepard Dr,
west of Armstrong Dr

Date
Thursday, May 21, 2026

Lat/Long
28.515409°, -80.824313°

Click here for Map

Weather
Light Rain Shower
81°F

Click here for Detailed Weather

0000 - 2400 (Weekday 24h Session) (05-21-2026)
SB WB 15min

	Westbound (Movement 2.2)													15min	60min
Time	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Total
0000 - 0015	0	3	0	0	0	0	0	0	0	0	0	0	0	**3**	
0015 - 0030	0	1	0	0	0	0	0	0	0	0	0	0	0	**1**	
0030 - 0045	0	1	0	0	0	0	0	0	0	0	0	0	0	**1**	
0045 - 0100	0	3	0	0	0	0	0	0	0	0	0	0	0	**3**	**8**
0100 - 0115	0	1	0	0	0	0	0	0	0	0	0	0	0	**1**	
0115 - 0130	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
0130 - 0145	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
0145 - 0200	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	**1**
0200 - 0215	0	1	0	0	0	0	0	0	0	0	0	0	0	**1**	
0215 - 0230	0	0	0	0	0	0	0	0	1	0	0	0	0	**1**	
0230 - 0245	0	0	0	0	1	0	0	0	0	0	0	0	0	**1**	
0245 - 0300	0	1	0	0	0	0	0	0	0	0	0	0	0	**1**	**4**
0300 - 0315	0	3	0	0	0	0	0	0	0	0	0	0	0	**3**	
0315 - 0330	0	2	0	0	0	0	0	0	0	0	0	0	0	**2**	
0330 - 0345	0	0	0	0	0	0	0	0	1	0	0	0	0	**1**	
0345 - 0400	0	3	0	0	0	0	0	0	0	0	0	0	0	**3**	**9**
0400 - 0415	0	2	0	0	0	0	0	0	0	0	0	0	0	**2**	
0415 - 0430	0	1	0	0	0	0	0	0	0	0	0	0	0	**1**	
0430 - 0445	0	8	2	0	0	0	0	0	0	0	0	0	0	**10**	
0445 - 0500	0	1	0	0	1	0	0	0	0	0	0	0	0	**2**	**15**
0500 - 0515	0	14	2	0	1	0	0	0	1	0	0	0	0	**18**	
0515 - 0530	0	15	1	0	1	0	0	0	1	0	0	0	0	**18**	
0530 - 0545	0	13	3	0	1	0	0	0	0	0	0	0	0	**17**	
0545 - 0600	0	12	0	0	0	1	0	0	0	0	0	0	0	**13**	**66**
0600 - 0615	0	15	7	0	0	0	0	0	0	0	0	0	0	**22**	
0615 - 0630	0	21	8	0	2	0	0	0	0	0	0	0	0	**31**	
0630 - 0645	0	22	7	0	0	0	0	0	0	0	0	0	0	**29**	
0645 - 0700	0	22	8	0	0	0	0	0	0	0	0	0	0	**30**	**112**
0700 - 0715	0	20	6	0	2	0	0	0	0	0	0	0	0	**28**	
0715 - 0730	0	15	7	0	1	0	0	0	0	0	0	0	0	**23**	
0730 - 0745	0	25	4	0	0	0	0	0	0	0	0	0	0	**29**	
0745 - 0800	0	14	5	2	0	1	0	0	2	0	0	0	0	**24**	**104**
0800 - 0815	0	17	6	1	0	2	0	0	0	0	0	0	0	**26**	
0815 - 0830	0	31	4	0	0	0	0	0	1	0	0	0	0	**36**	
0830 - 0845	0	25	8	0	1	0	0	0	0	0	0	0	0	**34**	
0845 - 0900	0	11	9	0	0	0	0	0	0	0	0	0	0	**20**	**116**
0900 - 0915	0	14	4	0	0	1	0	1	1	0	0	0	0	**21**	
0915 - 0930	0	11	8	0	2	0	0	0	1	0	0	0	0	**22**	
0930 - 0945	0	8	3	1	0	0	0	0	1	0	0	0	0	**13**	
0945 - 1000	0	11	7	0	0	0	0	0	0	0	0	0	0	**18**	**74**
1000 - 1015	0	8	5	0	0	0	0	0	0	0	0	0	0	**13**	
1015 - 1030	0	9	4	0	1	1	0	0	0	0	0	0	0	**15**	
1030 - 1045	0	7	1	0	0	0	0	0	1	0	0	0	0	**9**	
1045 - 1100	0	13	2	0	1	0	0	0	0	0	0	0	0	**16**	**53**
1100 - 1115	0	4	3	0	0	1	0	1	0	0	0	0	0	**9**	
1115 - 1130	0	14	7	0	2	0	0	0	2	0	0	0	0	**25**	
1130 - 1145	0	9	9	0	0	0	0	0	0	0	0	0	0	**18**	
1145 - 1200	0	17	8	0	0	0	0	0	0	0	0	0	0	**25**	**77**
1200 - 1215	0	13	4	0	1	0	0	0	1	0	0	0	0	**19**	
1215 - 1230	1	14	3	0	1	1	0	0	1	0	0	0	0	**21**	
1230 - 1245	0	15	4	0	0	1	0	0	0	0	0	0	0	**20**	
1245 - 1300	0	7	10	0	0	3	0	0	0	0	0	0	0	**20**	**80**
1300 - 1315	0	15	4	0	0	0	0	1	0	0	0	0	0	**20**	
1315 - 1330	0	19	5	0	1	1	0	0	1	0	0	0	0	**27**	
1330 - 1345	1	15	3	0	0	1	0	0	2	0	0	0	0	**22**	
1345 - 1400	0	9	7	0	1	2	0	0	3	0	0	0	0	**22**	**91**
1400 - 1415	0	18	14	0	1	1	0	0	0	0	0	0	0	**34**	
1415 - 1430	0	23	7	0	1	0	1	0	0	0	0	0	0	**32**	
1430 - 1445	0	13	6	0	0	0	0	0	0	1	0	0	0	**20**	
1445 - 1500	0	19	6	0	1	0	0	0	0	0	0	0	0	**26**	**112**
1500 - 1515	0	24	12	2	0	1	0	0	0	0	0	0	0	**39**	
1515 - 1530	0	18	7	0	0	0	0	0	0	0	0	0	0	**25**	
1530 - 1545	0	47	19	0	0	1	0	0	0	0	0	0	0	**67**	
1545 - 1600	0	24	14	0	0	0	0	0	0	0	0	0	0	**38**	**169**
1600 - 1615	0	23	14	0	0	0	0	0	0	0	0	0	0	**37**	
1615 - 1630	1	19	9	0	1	0	0	0	0	0	0	0	0	**30**	
1630 - 1645	0	45	10	0	1	0	0	0	0	0	0	0	0	**56**	
1645 - 1700	0	20	9	0	0	0	0	0	1	0	0	0	0	**30**	**153**
1700 - 1715	1	26	10	0	0	0	0	0	0	0	0	0	0	**37**	
1715 - 1730	0	26	6	0	0	0	0	0	1	0	0	0	0	**33**	
1730 - 1745	0	17	4	0	0	0	1	0	0	0	0	0	0	**22**	
1745 - 1800	0	11	3	0	0	0	0	0	1	0	0	0	0	**15**	**107**
1800 - 1815	0	16	6	0	0	0	0	0	0	0	0	0	0	**22**	
1815 - 1830	0	10	8	0	0	0	0	0	0	0	0	0	0	**18**	
1830 - 1845	0	11	4	0	0	0	0	0	0	0	0	0	0	**15**	
1845 - 1900	0	6	3	0	0	0	0	1	0	0	0	0	0	**10**	**65**
1900 - 1915	0	7	1	0	0	0	0	0	1	0	0	0	0	**9**	
1915 - 1930	0	13	6	0	0	0	0	1	0	0	0	0	0	**20**	
1930 - 1945	0	11	2	0	0	0	0	0	0	0	0	0	0	**13**	
1945 - 2000	0	7	1	0	0	0	0	0	0	0	0	0	0	**8**	**50**
2000 - 2015	0	8	1	0	0	0	0	0	0	0	0	0	0	**9**	
2015 - 2030	0	6	1	0	0	0	0	0	0	0	0	0	0	**7**	
2030 - 2045	0	10	1	0	0	0	0	0	0	0	0	0	0	**11**	
2045 - 2100	0	5	1	0	0	0	0	0	0	0	0	0	0	**6**	**33**
2100 - 2115	0	4	1	0	0	0	0	2	0	0	0	0	0	**7**	
2115 - 2130	0	5	0	0	0	0	0	0	0	0	0	0	0	**5**	
2130 - 2145	0	3	0	0	0	0	0	1	0	0	0	0	0	**4**	
2145 - 2200	0	2	0	0	0	0	0	0	0	0	0	0	0	**2**	**18**
2200 - 2215	0	2	0	0	0	0	0	0	0	0	0	0	0	**2**	
2215 - 2230	0	1	0	0	0	0	0	1	1	0	0	0	0	**3**	
2230 - 2245	0	2	0	0	0	0	0	0	0	0	0	0	0	**2**	
2245 - 2300	0	1	0	0	0	0	0	0	0	0	0	0	0	**1**	**8**
2300 - 2315	0	3	0	0	0	0	0	0	0	0	0	0	0	**3**	
2315 - 2330	0	3	0	0	0	0	0	0	0	0	0	0	0	**3**	
2330 - 2345	0	1	0	0	0	0	0	0	0	0	0	0	0	**1**	
2345 - 0000	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	**7**

Session Total	4	1065	374	6	26	19	2	9	26	1	0	0	0	**1532**
Session Average	0.04	11.09	3.90	0.06	0.27	0.20	0.02	0.09	0.27	0.01	0.00	0.00	0.00	**15.96**
Session Percentage	0.26	69.52	24.41	0.39	1.70	1.24	0.13	0.59	1.70	0.07	0.00	0.00	0.00	

AM Peak Hour	-	0730 - 0830	0600 - 0700	0715 - 0815	0615 - 0715	0715 - 0815	-	0815 - 0915	0730 - 0830	-	-	-	-	**0745 - 0845**
AM Peak Volume	0	87	30	3	4	3	0	1	3	0	0	0	0	**120**
AM Peak %age	0.00	72.50	25.00	2.50	3.33	2.50	0.00	0.83	2.50	0.00	0.00	0.00	0.00	

Noon Peak Hour	1130 - 1230	1445 - 1545	1445 - 1545	1415 - 1515	1030 - 1130	1200 - 1300	1330 - 1430	1015 - 1115	1300 - 1400	1345 - 1445	-	-	-	**1445 - 1545**
Noon Peak Volume	1	108	44	2	3	5	1	1	6	1	0	0	0	**157**
Noon Peak %age	0.64	68.79	28.03	1.27	1.91	3.18	0.64	0.64	3.82	0.64	0.00	0.00	0.00	

PM Peak Hour	1615 - 1715	1630 - 1730	1530 - 1630	1500 - 1600	1545 - 1645	1500 - 1600	1645 - 1745	1830 - 1930	1630 - 1730	-	-	-	-	**1530 - 1630**
PM Peak Volume	2	117	56	2	2	2	1	2	2	0	0	0	0	**172**
PM Peak %age	1.16	68.02	32.56	1.16	1.16	1.16	0.58	1.16	1.16	0.00	0.00	0.00	0.00	

User Peak Volume	0	8	0	0	0	0	0	0	0	0	0	0	0	**8**
User Peak %age	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || Bi-Directional 15min

Brevard County, FL

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 2
Shepard Dr,
west of Armstrong Dr

Date
Thursday, May 21, 2026

Lat/Long
28.515409°, -80.824313°

Weather
Light Rain Shower
81°F

Click here for Detailed Weather

0000 - 2400 (Weekday 24h Session) (05-21-2026)
Bi-Directional 15min

	Bi-Directional 15min													15min	60min
Time	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Total
0000 - 0015	0	5	0	0	0	0	0	0	0	0	0	0	0	**5**	
0015 - 0030	0	7	0	0	0	0	0	0	0	0	0	0	0	**7**	
0030 - 0045	0	4	1	0	0	0	0	0	0	0	0	0	0	**5**	
0045 - 0100	0	6	1	0	0	0	0	0	0	0	0	0	0	**7**	**24**
0100 - 0115	0	3	0	0	0	0	0	0	0	0	0	0	0	**3**	
0115 - 0130	0	1	1	0	0	0	0	0	0	0	0	0	0	**2**	
0130 - 0145	0	1	1	0	0	0	0	0	0	0	0	0	0	**2**	
0145 - 0200	0	4	0	0	0	0	0	0	0	0	0	0	0	**4**	**11**
0200 - 0215	0	1	0	0	0	0	0	0	0	0	0	0	0	**1**	
0215 - 0230	0	0	0	0	0	0	0	0	1	0	0	0	0	**1**	
0230 - 0245	0	1	0	0	1	0	0	0	0	0	0	0	0	**2**	
0245 - 0300	0	1	0	0	0	0	0	0	0	0	0	0	0	**1**	**5**
0300 - 0315	0	4	0	0	0	0	0	0	0	0	0	0	0	**4**	
0315 - 0330	0	2	0	0	0	0	0	0	0	0	0	0	0	**2**	
0330 - 0345	0	1	0	0	0	0	0	0	1	0	0	0	0	**2**	
0345 - 0400	0	5	0	0	0	0	0	0	0	0	0	0	0	**5**	**13**
0400 - 0415	0	2	0	0	0	0	0	0	0	0	0	0	0	**2**	
0415 - 0430	0	3	0	0	0	0	0	0	0	0	0	0	0	**3**	
0430 - 0445	0	12	2	0	0	0	0	0	0	0	0	0	0	**14**	
0445 - 0500	0	2	4	0	1	0	0	0	0	0	0	0	0	**7**	**26**
0500 - 0515	0	16	3	0	2	0	0	0	1	0	0	0	0	**22**	
0515 - 0530	0	19	2	0	1	0	0	0	1	0	0	0	0	**23**	
0530 - 0545	0	20	9	0	2	0	0	0	0	0	0	0	0	**31**	
0545 - 0600	0	17	10	0	0	1	0	0	0	0	0	0	0	**28**	**104**
0600 - 0615	0	27	15	0	0	0	0	0	0	0	0	0	0	**42**	
0615 - 0630	0	28	12	0	2	0	0	0	0	0	0	0	0	**42**	
0630 - 0645	0	37	18	0	0	1	0	0	0	0	0	0	0	**56**	
0645 - 0700	0	63	23	3	1	0	0	0	0	0	0	0	0	**90**	**230**
0700 - 0715	0	44	14	0	3	1	0	0	1	0	0	0	0	**63**	
0715 - 0730	0	49	14	0	1	0	0	0	1	0	0	0	0	**65**	
0730 - 0745	0	57	13	0	1	1	0	0	0	0	0	0	0	**72**	
0745 - 0800	0	50	10	2	1	1	0	0	2	0	0	0	0	**66**	**266**
0800 - 0815	0	49	21	1	0	2	0	0	2	0	0	0	0	**75**	
0815 - 0830	0	78	15	0	0	1	0	0	2	0	0	0	0	**96**	
0830 - 0845	1	64	19	0	1	0	0	0	0	0	0	0	0	**85**	
0845 - 0900	1	36	20	0	0	0	0	0	0	0	0	0	0	**57**	**313**
0900 - 0915	0	30	9	0	0	1	0	1	2	0	0	0	0	**43**	
0915 - 0930	0	21	15	0	2	0	0	1	2	0	0	0	0	**41**	
0930 - 0945	0	19	8	1	3	0	0	0	1	0	0	0	0	**32**	
0945 - 1000	0	25	11	0	0	1	0	0	0	0	0	0	0	**37**	**153**
1000 - 1015	0	17	9	0	2	1	0	1	0	0	0	0	0	**30**	
1015 - 1030	0	18	10	0	1	1	0	0	0	0	0	0	0	**30**	
1030 - 1045	0	15	6	0	0	1	0	0	1	0	0	0	0	**23**	
1045 - 1100	0	21	9	0	2	0	0	1	1	0	0	0	0	**34**	**117**
1100 - 1115	0	16	10	0	0	1	0	1	2	0	0	0	0	**30**	
1115 - 1130	0	25	13	0	2	0	0	0	2	0	0	0	0	**42**	
1130 - 1145	0	19	11	0	0	3	0	0	0	0	0	0	0	**33**	
1145 - 1200	0	30	12	0	0	1	0	0	0	0	0	0	0	**43**	**148**
1200 - 1215	0	27	10	0	2	0	0	0	3	0	0	0	0	**42**	
1215 - 1230	1	25	9	0	1	1	0	0	2	0	0	0	0	**39**	
1230 - 1245	0	29	6	0	1	1	0	0	1	0	0	0	0	**38**	
1245 - 1300	0	23	17	0	0	4	0	0	3	0	0	0	0	**47**	**166**
1300 - 1315	0	24	7	1	0	1	0	1	0	0	0	0	0	**34**	
1315 - 1330	2	39	7	0	2	1	0	0	1	0	0	0	0	**52**	
1330 - 1345	1	38	8	0	2	1	0	0	2	0	0	0	0	**52**	
1345 - 1400	0	33	11	0	2	3	0	0	3	0	0	0	0	**52**	**190**
1400 - 1415	0	34	22	0	2	1	0	0	0	1	0	0	0	**60**	
1415 - 1430	0	35	13	0	1	0	1	0	3	0	0	0	0	**53**	
1430 - 1445	0	28	15	0	0	1	0	2	0	1	0	0	0	**47**	
1445 - 1500	1	39	9	1	1	0	0	0	1	0	0	0	0	**52**	**212**
1500 - 1515	0	43	16	2	0	2	0	0	1	0	0	0	0	**64**	
1515 - 1530	1	39	17	0	0	2	0	0	0	0	0	0	0	**59**	
1530 - 1545	0	74	26	0	0	2	0	0	2	0	0	0	0	**104**	
1545 - 1600	0	38	21	0	0	0	0	1	0	0	0	0	0	**60**	**287**
1600 - 1615	0	44	27	0	1	0	0	0	0	0	0	0	0	**72**	
1615 - 1630	2	49	15	0	3	0	0	0	0	0	0	0	0	**69**	
1630 - 1645	0	61	15	0	3	0	0	1	0	0	0	0	0	**80**	
1645 - 1700	0	39	21	0	1	0	0	0	1	0	0	0	0	**62**	**283**
1700 - 1715	1	50	23	0	0	0	0	0	0	0	0	0	0	**74**	
1715 - 1730	0	56	15	0	2	0	0	1	1	0	0	0	0	**75**	
1730 - 1745	0	46	13	0	2	0	1	0	0	0	0	0	0	**62**	
1745 - 1800	0	35	12	0	0	0	0	0	1	0	0	0	0	**48**	**259**
1800 - 1815	1	34	14	0	1	0	1	0	0	0	0	0	0	**51**	
1815 - 1830	0	28	11	0	1	0	0	0	0	0	0	0	0	**40**	
1830 - 1845	0	25	10	0	0	0	0	1	0	0	0	0	0	**36**	
1845 - 1900	0	24	4	0	0	0	0	1	0	0	0	0	0	**29**	**156**
1900 - 1915	0	18	4	0	0	0	0	0	1	0	0	0	0	**23**	
1915 - 1930	0	17	8	0	0	0	0	1	0	0	0	0	0	**26**	
1930 - 1945	0	21	4	0	0	0	0	0	0	0	0	0	0	**25**	
1945 - 2000	0	19	8	0	0	0	0	0	0	0	0	0	0	**27**	**101**
2000 - 2015	0	22	5	0	0	0	0	0	0	0	0	0	0	**27**	
2015 - 2030	0	15	2	0	0	0	0	0	0	0	0	0	0	**17**	
2030 - 2045	1	17	2	0	1	0	0	0	0	0	0	0	0	**21**	
2045 - 2100	0	16	4	0	0	0	0	0	0	0	0	0	0	**20**	**85**
2100 - 2115	0	11	2	0	0	0	0	2	0	0	0	0	0	**15**	
2115 - 2130	0	11	2	0	0	0	0	0	0	0	0	0	0	**13**	
2130 - 2145	0	12	2	0	0	0	0	1	0	0	0	0	0	**15**	
2145 - 2200	0	4	0	0	0	0	0	0	0	0	0	0	0	**4**	**47**
2200 - 2215	0	12	3	0	0	0	0	0	0	0	0	0	0	**15**	
2215 - 2230	0	10	3	0	0	0	0	1	1	0	0	0	0	**15**	
2230 - 2245	0	9	2	0	0	0	0	0	0	0	0	0	0	**11**	
2245 - 2300	0	2	0	0	0	0	0	0	0	0	0	0	0	**2**	**43**
2300 - 2315	0	6	0	0	0	0	0	0	0	0	0	0	0	**6**	
2315 - 2330	0	10	1	0	0	0	0	0	0	0	0	0	0	**11**	
2330 - 2345	0	5	1	0	0	0	0	0	0	0	0	0	0	**6**	
2345 - 0000	0	4	1	0	0	0	0	0	0	0	0	0	0	**5**	**28**

Session Total	13	2275	799	11	58	38	3	18	50	2	0	0	0	**3267**
Session Average	0.14	23.70	8.32	0.11	0.60	0.40	0.03	0.19	0.52	0.02	0.00	0.00	0.00	**34.03**
Session Percentage	0.40	69.64	24.46	0.34	1.78	1.16	0.09	0.55	1.53	0.06	0.00	0.00	0.00	

AM Peak Hour	0800 - 0900	0745 - 0845	0800 - 0900	0600 - 0700	0915 - 1015	0730 - 0830	-	0830 - 0930	0730 - 0830	-	-	-	-	**0745 - 0845**
AM Peak Volume	2	241	75	3	7	5	0	2	6	0	0	0	0	**322**
AM Peak %age	0.62	74.84	23.29	0.93	2.17	1.55	0.00	0.62	1.86	0.00	0.00	0.00	0.00	

Noon Peak Hour	1245 - 1345	1445 - 1545	1445 - 1545	1415 - 1515	1315 - 1415	1215 - 1315	1330 - 1430	1000 - 1100	1200 - 1300	1345 - 1445	-	-	-	**1445 - 1545**
Noon Peak Volume	3	195	68	3	8	7	1	2	9	2	0	0	0	**279**
Noon Peak %age	1.08	69.89	24.37	1.08	2.87	2.51	0.36	0.72	3.23	0.72	0.00	0.00	0.00	

PM Peak Hour	1615 - 1715	1630 - 1730	1515 - 1615	1500 - 1600	1600 - 1700	1500 - 1600	1715 - 1815	1830 - 1930	1500 - 1600	-	-	-	-	**1530 - 1630**
PM Peak Volume	3	206	91	2	8	6	2	3	3	0	0	0	0	**305**
PM Peak %age	0.98	67.54	29.84	0.66	2.62	1.97	0.66	0.98	0.98	0.00	0.00	0.00	0.00	

User Peak Volume	0	22	2	0	0	0	0	0	0	0	0	0	0	**24**
User Peak %age	0.00	91.67	8.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || Volume Summary 15min

Brevard County, FL

Marr Traffic DATA COLLECTION

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Site 2
Shepard Dr,
west of Armstrong Dr

Date
Thursday, May 21, 2026

Lat/Long
28.515409°, -80.824313°

Weather
Light Rain Shower
81°F

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0000 - 2400 (Weekday 24h Session) (05-21-2026)

Volume Summary 15min

TIME	Volume Summary 15min EB	WB	15min Total	60min Total
0000 - 0015	2	3	**5**	
0015 - 0030	6	1	**7**	
0030 - 0045	4	1	**5**	
0045 - 0100	4	3	**7**	**24**
0100 - 0115	2	1	**3**	
0115 - 0130	2	0	**2**	
0130 - 0145	2	0	**2**	
0145 - 0200	4	0	**4**	**11**
0200 - 0215	0	1	**1**	
0215 - 0230	0	1	**1**	
0230 - 0245	1	1	**2**	
0245 - 0300	0	1	**1**	**5**
0300 - 0315	1	3	**4**	
0315 - 0330	0	2	**2**	
0330 - 0345	1	1	**2**	
0345 - 0400	2	3	**5**	**13**
0400 - 0415	0	2	**2**	
0415 - 0430	2	1	**3**	
0430 - 0445	4	10	**14**	
0445 - 0500	5	2	**7**	**26**
0500 - 0515	4	18	**22**	
0515 - 0530	5	18	**23**	
0530 - 0545	14	17	**31**	
0545 - 0600	15	13	**28**	**104**
0600 - 0615	20	22	**42**	
0615 - 0630	11	31	**42**	
0630 - 0645	27	29	**56**	
0645 - 0700	60	30	**90**	**230**
0700 - 0715	35	28	**63**	
0715 - 0730	42	23	**65**	
0730 - 0745	43	29	**72**	
0745 - 0800	42	24	**66**	**266**
0800 - 0815	49	26	**75**	
0815 - 0830	60	36	**96**	
0830 - 0845	51	34	**85**	
0845 - 0900	37	20	**57**	**313**
0900 - 0915	22	21	**43**	
0915 - 0930	19	22	**41**	
0930 - 0945	19	13	**32**	
0945 - 1000	19	18	**37**	**153**
1000 - 1015	17	13	**30**	
1015 - 1030	15	15	**30**	
1030 - 1045	14	9	**23**	
1045 - 1100	18	16	**34**	**117**
1100 - 1115	21	9	**30**	
1115 - 1130	17	25	**42**	
1130 - 1145	15	18	**33**	
1145 - 1200	18	25	**43**	**148**

Time	Volume Summary 15min EB	WB	15min Total	60min Total
1200 - 1215	23	19	**42**	
1215 - 1230	18	21	**39**	
1230 - 1245	18	20	**38**	
1245 - 1300	27	20	**47**	**166**
1300 - 1315	14	20	**34**	
1315 - 1330	25	27	**52**	
1330 - 1345	30	22	**52**	
1345 - 1400	30	22	**52**	**190**
1400 - 1415	26	34	**60**	
1415 - 1430	21	32	**53**	
1430 - 1445	27	20	**47**	
1445 - 1500	26	26	**52**	**212**
1500 - 1515	25	39	**64**	
1515 - 1530	34	25	**59**	
1530 - 1545	37	67	**104**	
1545 - 1600	22	38	**60**	**287**
1600 - 1615	35	37	**72**	
1615 - 1630	39	30	**69**	
1630 - 1645	24	56	**80**	
1645 - 1700	32	30	**62**	**283**
1700 - 1715	37	37	**74**	
1715 - 1730	42	33	**75**	
1730 - 1745	40	22	**62**	
1745 - 1800	33	15	**48**	**259**
1800 - 1815	29	22	**51**	
1815 - 1830	22	18	**40**	
1830 - 1845	21	15	**36**	
1845 - 1900	19	10	**29**	**156**
1900 - 1915	14	9	**23**	
1915 - 1930	6	20	**26**	
1930 - 1945	12	13	**25**	
1945 - 2000	19	8	**27**	**101**
2000 - 2015	18	9	**27**	
2015 - 2030	10	7	**17**	
2030 - 2045	10	11	**21**	
2045 - 2100	14	6	**20**	**85**
2100 - 2115	8	7	**15**	
2115 - 2130	8	5	**13**	
2130 - 2145	11	4	**15**	
2145 - 2200	2	2	**4**	**47**
2200 - 2215	13	2	**15**	
2215 - 2230	12	3	**15**	
2230 - 2245	9	2	**11**	
2245 - 2300	1	1	**2**	**43**
2300 - 2315	3	3	**6**	
2315 - 2330	8	3	**11**	
2330 - 2345	5	1	**6**	
2345 - 0000	5	0	**5**	**28**

Session Total	1735	1532	**3267**
Session Average	18.07	15.96	**34.03**
Session Percentage	53.11	46.89	

Bi-Directional Class Count || NB EB 60min

Brevard County, FL

Marr Traffic DATA COLLECTION

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west of Armstrong Dr

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Lat/Long
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Weather
Light Rain Shower
81°F

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0000 - 2400 (Weekday 24h Session) (05-21-2026)

NB EB 60min

	Eastbound (Movement 2.1)													
TIME	1	2	3	4	5	6	7	8	9	10	11	12	13	**Total**
0000 - 0100	0	14	2	0	0	0	0	0	0	0	0	0	0	**16**
0100 - 0200	0	8	2	0	0	0	0	0	0	0	0	0	0	**10**
0200 - 0300	0	1	0	0	0	0	0	0	0	0	0	0	0	**1**
0300 - 0400	0	4	0	0	0	0	0	0	0	0	0	0	0	**4**
0400 - 0500	0	7	4	0	0	0	0	0	0	0	0	0	0	**11**
0500 - 0600	0	18	18	0	2	0	0	0	0	0	0	0	0	**38**
0600 - 0700	0	75	38	3	1	1	0	0	0	0	0	0	0	**118**
0700 - 0800	0	126	29	0	3	2	0	0	2	0	0	0	0	**162**
0800 - 0900	2	143	48	0	0	1	0	0	3	0	0	0	0	**197**
0900 - 1000	0	51	21	0	3	1	0	1	2	0	0	0	0	**79**
1000 - 1100	0	34	22	0	3	2	0	2	1	0	0	0	0	**64**
1100 - 1200	0	46	19	0	0	4	0	0	2	0	0	0	0	**71**
1200 - 1300	0	55	21	0	2	1	0	0	7	0	0	0	0	**86**
1300 - 1400	2	76	14	1	4	2	0	0	0	0	0	0	0	**99**
1400 - 1500	1	63	26	1	1	1	0	2	4	1	0	0	0	**100**
1500 - 1600	1	81	28	0	0	4	0	1	3	0	0	0	0	**118**
1600 - 1700	1	86	36	0	6	0	0	1	0	0	0	0	0	**130**
1700 - 1800	0	107	40	0	4	0	0	1	0	0	0	0	0	**152**
1800 - 1900	1	68	18	0	2	0	1	1	0	0	0	0	0	**91**
1900 - 2000	0	37	14	0	0	0	0	0	0	0	0	0	0	**51**
2000 - 2100	1	41	9	0	1	0	0	0	0	0	0	0	0	**52**
2100 - 2200	0	24	5	0	0	0	0	0	0	0	0	0	0	**29**
2200 - 2300	0	27	8	0	0	0	0	0	0	0	0	0	0	**35**
2300 - 2400	0	18	3	0	0	0	0	0	0	0	0	0	0	**21**

Session Total	9	1210	425	5	32	19	1	9	24	1	0	0	0	**1735**
Session Average	0.38	50.42	17.71	0.21	1.33	0.79	0.04	0.38	1.00	0.04	0.00	0.00	0.00	**72.29**
Session Percentage	0.52	69.74	24.50	0.29	1.84	1.10	0.06	0.52	1.38	0.06	0.00	0.00	0.00	

AM Peak Hour	0800 - 0900	0800 - 0900	0800 - 0900	0600 - 0700	0700 - 0800	0700 - 0800	-	0900 - 1000	0800 - 0900	-	-	-	-	**0800 - 0900**
AM Peak Volume	2	143	48	3	3	2	0	1	3	0	0	0	0	**197**
AM Peak %age	1.02	72.59	24.37	1.52	1.52	1.02	0.00	0.51	1.52	0.00	0.00	0.00	0.00	

Noon Peak Hour	1300 - 1400	1300 - 1400	1400 - 1500	1300 - 1400	1300 - 1400	1100 - 1200	-	1000 - 1100	1200 - 1300	1400 - 1500	-	-	-	**1400 - 1500**
Noon Peak Volume	2	76	26	1	4	4	0	2	7	1	0	0	0	**100**
Noon Peak %age	2.00	76.00	26.00	1.00	4.00	4.00	0.00	2.00	7.00	1.00	0.00	0.00	0.00	

PM Peak Hour	1500 - 1600	1700 - 1800	1700 - 1800	-	1600 - 1700	1500 - 1600	1800 - 1900	1500 - 1600	1500 - 1600	-	-	-	-	**1700 - 1800**
PM Peak Volume	1	107	40	0	6	4	1	1	3	0	0	0	0	**152**
PM Peak %age	0.66	70.39	26.32	0.00	3.95	2.63	0.66	0.66	1.97	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || SB WB 60min

Brevard County, FL

Marr Traffic DATA COLLECTION

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Site 2
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west of Armstrong Dr

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Thursday, May 21, 2026

Lat/Long
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Weather
Light Rain Shower
81°F

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0000 - 2400 (Weekday 24h Session) (05-21-2026)

SB WB 60min

	Westbound (Movement 2.2)													
TIME	1	2	3	4	5	6	7	8	9	10	11	12	13	**Total**
0000 - 0100	0	8	0	0	0	0	0	0	0	0	0	0	0	**8**
0100 - 0200	0	1	0	0	0	0	0	0	0	0	0	0	0	**1**
0200 - 0300	0	2	0	0	1	0	0	0	1	0	0	0	0	**4**
0300 - 0400	0	8	0	0	0	0	0	0	1	0	0	0	0	**9**
0400 - 0500	0	12	2	0	1	0	0	0	0	0	0	0	0	**15**
0500 - 0600	0	54	6	0	3	1	0	0	2	0	0	0	0	**66**
0600 - 0700	0	80	30	0	2	0	0	0	0	0	0	0	0	**112**
0700 - 0800	0	74	22	2	3	1	0	0	2	0	0	0	0	**104**
0800 - 0900	0	84	27	1	1	2	0	0	1	0	0	0	0	**116**
0900 - 1000	0	44	22	1	2	1	0	1	3	0	0	0	0	**74**
1000 - 1100	0	37	12	0	2	1	0	0	1	0	0	0	0	**53**
1100 - 1200	0	44	27	0	2	1	0	1	2	0	0	0	0	**77**
1200 - 1300	1	49	21	0	2	5	0	0	2	0	0	0	0	**80**
1300 - 1400	1	58	19	0	2	4	0	1	6	0	0	0	0	**91**
1400 - 1500	0	73	33	0	3	1	1	0	0	1	0	0	0	**112**
1500 - 1600	0	113	52	2	0	2	0	0	0	0	0	0	0	**169**
1600 - 1700	1	107	42	0	2	0	0	0	1	0	0	0	0	**153**
1700 - 1800	1	80	23	0	0	0	1	0	2	0	0	0	0	**107**
1800 - 1900	0	43	21	0	0	0	0	1	0	0	0	0	0	**65**
1900 - 2000	0	38	10	0	0	0	0	1	1	0	0	0	0	**50**
2000 - 2100	0	29	4	0	0	0	0	0	0	0	0	0	0	**33**
2100 - 2200	0	14	1	0	0	0	0	3	0	0	0	0	0	**18**
2200 - 2300	0	6	0	0	0	0	0	1	1	0	0	0	0	**8**
2300 - 2400	0	7	0	0	0	0	0	0	0	0	0	0	0	**7**

Session Total	4	1065	374	6	26	19	2	9	26	1	0	0	0	**1532**
Session Average	0.17	44.38	15.58	0.25	1.08	0.79	0.08	0.38	1.08	0.04	0.00	0.00	0.00	**63.83**
Session Percentage	0.26	69.52	24.41	0.39	1.70	1.24	0.13	0.59	1.70	0.07	0.00	0.00	0.00	

AM Peak Hour	-	0800 - 0900	0600 - 0700	0700 - 0800	0500 - 0600	0800 - 0900	-	0900 - 1000	0900 - 1000	-	-	-	-	**0800 - 0900**
AM Peak Volume	0	84	30	2	3	2	0	1	3	0	0	0	0	**116**
AM Peak %age	0.00	72.41	25.86	1.72	2.59	1.72	0.00	0.86	2.59	0.00	0.00	0.00	0.00	

Noon Peak Hour	1200 - 1300	1400 - 1500	1400 - 1500	-	1400 - 1500	1200 - 1300	1400 - 1500	1100 - 1200	1300 - 1400	1400 - 1500	-	-	-	**1400 - 1500**
Noon Peak Volume	1	73	33	0	3	5	1	1	6	1	0	0	0	**112**
Noon Peak %age	0.89	65.18	29.46	0.00	2.68	4.46	0.89	0.89	5.36	0.89	0.00	0.00	0.00	

PM Peak Hour	1600 - 1700	1500 - 1600	1500 - 1600	1500 - 1600	1600 - 1700	1500 - 1600	1700 - 1800	1800 - 1900	1700 - 1800	-	-	-	-	**1500 - 1600**
PM Peak Volume	1	113	52	2	2	2	1	1	2	0	0	0	0	**169**
PM Peak %age	0.59	66.86	30.77	1.18	1.18	1.18	0.59	0.59	1.18	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || Bi-Directional 60min

Brevard County, FL

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0000 - 2400 (Weekday 24h Session) (05-21-2026)

Bi-Directional 60min

	Bi-Directional 60min													
TIME	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
0000 - 0100	0	22	2	0	0	0	0	0	0	0	0	0	0	**24**
0100 - 0200	0	9	2	0	0	0	0	0	0	0	0	0	0	**11**
0200 - 0300	0	3	0	0	1	0	0	0	1	0	0	0	0	**5**
0300 - 0400	0	12	0	0	0	0	0	0	1	0	0	0	0	**13**
0400 - 0500	0	19	6	0	1	0	0	0	0	0	0	0	0	**26**
0500 - 0600	0	72	24	0	5	1	0	0	2	0	0	0	0	**104**
0600 - 0700	0	155	68	3	3	1	0	0	0	0	0	0	0	**230**
0700 - 0800	0	200	51	2	6	3	0	0	4	0	0	0	0	**266**
0800 - 0900	2	227	75	1	1	3	0	0	4	0	0	0	0	**313**
0900 - 1000	0	95	43	1	5	2	0	2	5	0	0	0	0	**153**
1000 - 1100	0	71	34	0	5	3	0	2	2	0	0	0	0	**117**
1100 - 1200	0	90	46	0	2	5	0	1	4	0	0	0	0	**148**
1200 - 1300	1	104	42	0	4	6	0	0	9	0	0	0	0	**166**
1300 - 1400	3	134	33	1	6	6	0	1	6	0	0	0	0	**190**
1400 - 1500	1	136	59	1	4	2	1	2	4	2	0	0	0	**212**
1500 - 1600	1	194	80	2	0	6	0	1	3	0	0	0	0	**287**
1600 - 1700	2	193	78	0	8	0	0	1	1	0	0	0	0	**283**
1700 - 1800	1	187	63	0	4	0	1	1	2	0	0	0	0	**259**
1800 - 1900	1	111	39	0	2	0	1	2	0	0	0	0	0	**156**
1900 - 2000	0	75	24	0	0	0	0	1	1	0	0	0	0	**101**
2000 - 2100	1	70	13	0	1	0	0	0	0	0	0	0	0	**85**
2100 - 2200	0	38	6	0	0	0	0	3	0	0	0	0	0	**47**
2200 - 2300	0	33	8	0	0	0	0	1	1	0	0	0	0	**43**
2300 - 2400	0	25	3	0	0	0	0	0	0	0	0	0	0	**28**

Session Total	13	2275	799	11	58	38	3	18	50	2	0	0	0	**3267**
Session Average	0.54	94.79	33.29	0.46	2.42	1.58	0.13	0.75	2.08	0.08	0.00	0.00	0.00	**136.13**
Session Percentage	0.40	69.64	24.46	0.34	1.78	1.16	0.09	0.55	1.53	0.06	0.00	0.00	0.00	

AM Peak Hour	0800 - 0900	0800 - 0900	0800 - 0900	0600 - 0700	0700 - 0800	0700 - 0800	-	0900 - 1000	0900 - 1000	-	-	-	-	**0800 - 0900**
AM Peak Volume	2	227	75	3	6	3	0	2	5	0	0	0	0	**313**
AM Peak %age	0.64	72.52	23.96	0.96	1.92	0.96	0.00	0.64	1.60	0.00	0.00	0.00	0.00	

Noon Peak Hour	1300 - 1400	1400 - 1500	1400 - 1500	1300 - 1400	1300 - 1400	1200 - 1300	1400 - 1500	1000 - 1100	1200 - 1300	1400 - 1500	-	-	-	**1400 - 1500**
Noon Peak Volume	3	136	59	1	6	6	1	2	9	2	0	0	0	**212**
Noon Peak %age	1.42	64.15	27.83	0.47	2.83	2.83	0.47	0.94	4.25	0.94	0.00	0.00	0.00	

PM Peak Hour	1600 - 1700	1500 - 1600	1500 - 1600	1500 - 1600	1600 - 1700	1500 - 1600	1700 - 1800	1800 - 1900	1500 - 1600	-	-	-	-	**1500 - 1600**
PM Peak Volume	2	194	80	2	8	6	1	2	3	0	0	0	0	**287**
PM Peak %age	0.70	67.60	27.87	0.70	2.79	2.09	0.35	0.70	1.05	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || Volume Summary 60min

Brevard County, FL

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Site 2
Shepard Dr,
west of Armstrong Dr

Date
Thursday, May 21, 2026

Lat/Long
28.515409°, -80.824313°

Weather
Light Rain Shower
81°F

Click here for Detailed Weather

0000 - 2400 (Weekday 24h Session) (05-21-2026)

Volume Summary 60min

	Volume Summary 60min		
TIME	EB	WB	**Total**
0000 - 0100	16	8	**24**
0100 - 0200	10	1	**11**
0200 - 0300	1	4	**5**
0300 - 0400	4	9	**13**
0400 - 0500	11	15	**26**
0500 - 0600	38	66	**104**
0600 - 0700	118	112	**230**
0700 - 0800	162	104	**266**
0800 - 0900	197	116	**313**
0900 - 1000	79	74	**153**
1000 - 1100	64	53	**117**
1100 - 1200	71	77	**148**

Session Total	1735	1532	**3267**
Session Average	72.29	63.83	**136.13**
Session Percentage	53.11	46.89	

	Volume Summary 60min		
Time	EB	WB	**Total**
1200 - 1300	86	80	**166**
1300 - 1400	99	91	**190**
1400 - 1500	100	112	**212**
1500 - 1600	118	169	**287**
1600 - 1700	130	153	**283**
1700 - 1800	152	107	**259**
1800 - 1900	91	65	**156**
1900 - 2000	51	50	**101**
2000 - 2100	52	33	**85**
2100 - 2200	29	18	**47**
2200 - 2300	35	8	**43**
2300 - 2400	21	7	**28**

Bi-Directional Class Count || Graphical Analysis NB EB

Brevard County, FL

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Site 2

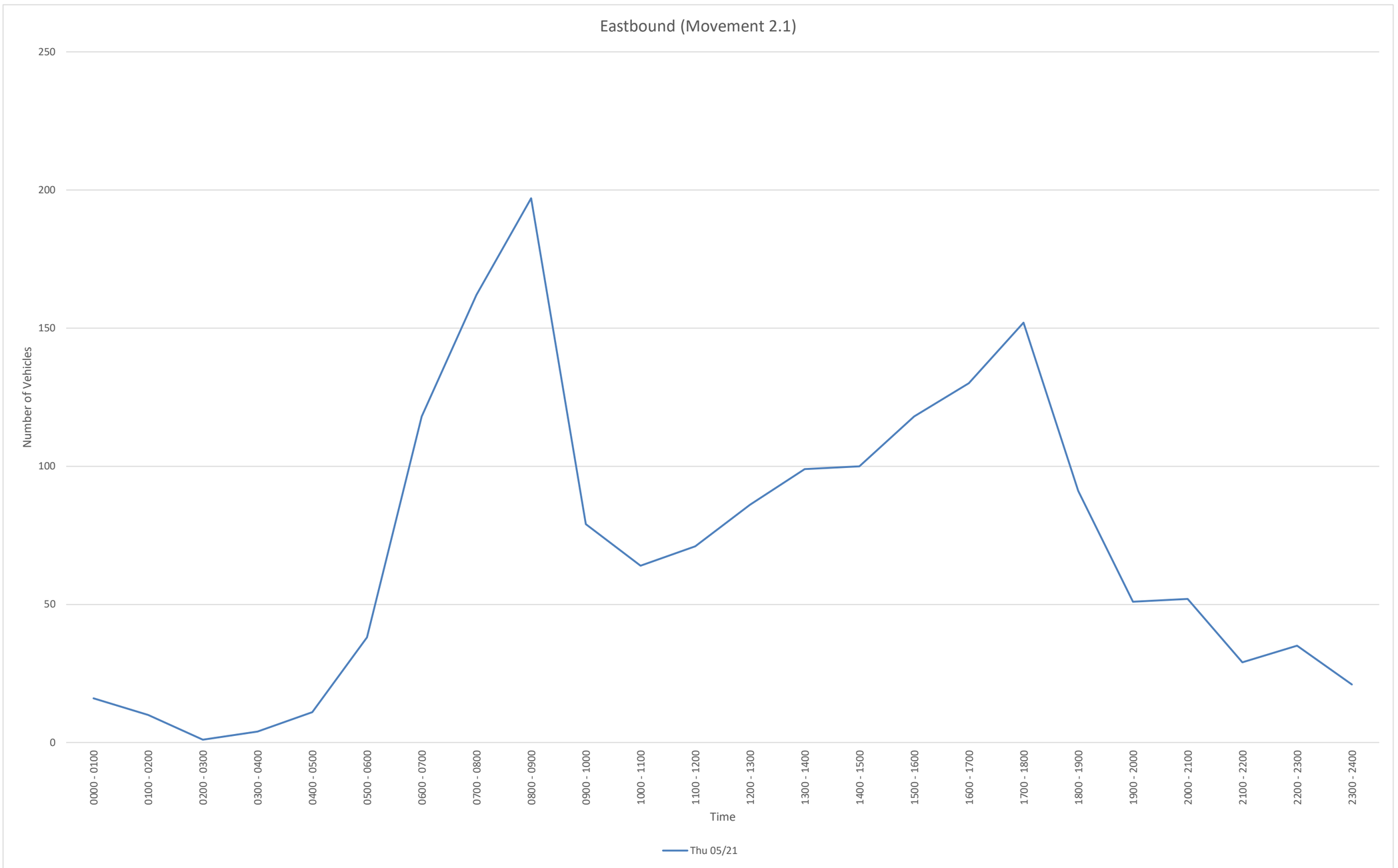
Shepard Dr,
west of Armstrong Dr

Lat/Long

28.515409°, -80.824313°

0000 - 2400 (Weekday 24h Session)

Graphical Analysis NB EB



Time	Thu 05/21						
0000 - 0100	16						
0100 - 0200	10						
0200 - 0300	1						
0300 - 0400	4						
0400 - 0500	11						
0500 - 0600	38						
0600 - 0700	118						
0700 - 0800	162						
0800 - 0900	197						
0900 - 1000	79						
1000 - 1100	64						
1100 - 1200	71						
1200 - 1300	86						
1300 - 1400	99						
1400 - 1500	100						
1500 - 1600	118						
1600 - 1700	130						
1700 - 1800	152						
1800 - 1900	91						
1900 - 2000	51						
2000 - 2100	52						
2100 - 2200	29						
2200 - 2300	35						
2300 - 2400	21						

Daily Total	1735						

Bi-Directional Class Count || Graphical Analysis SB WB

Brevard County, FL

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Site 2

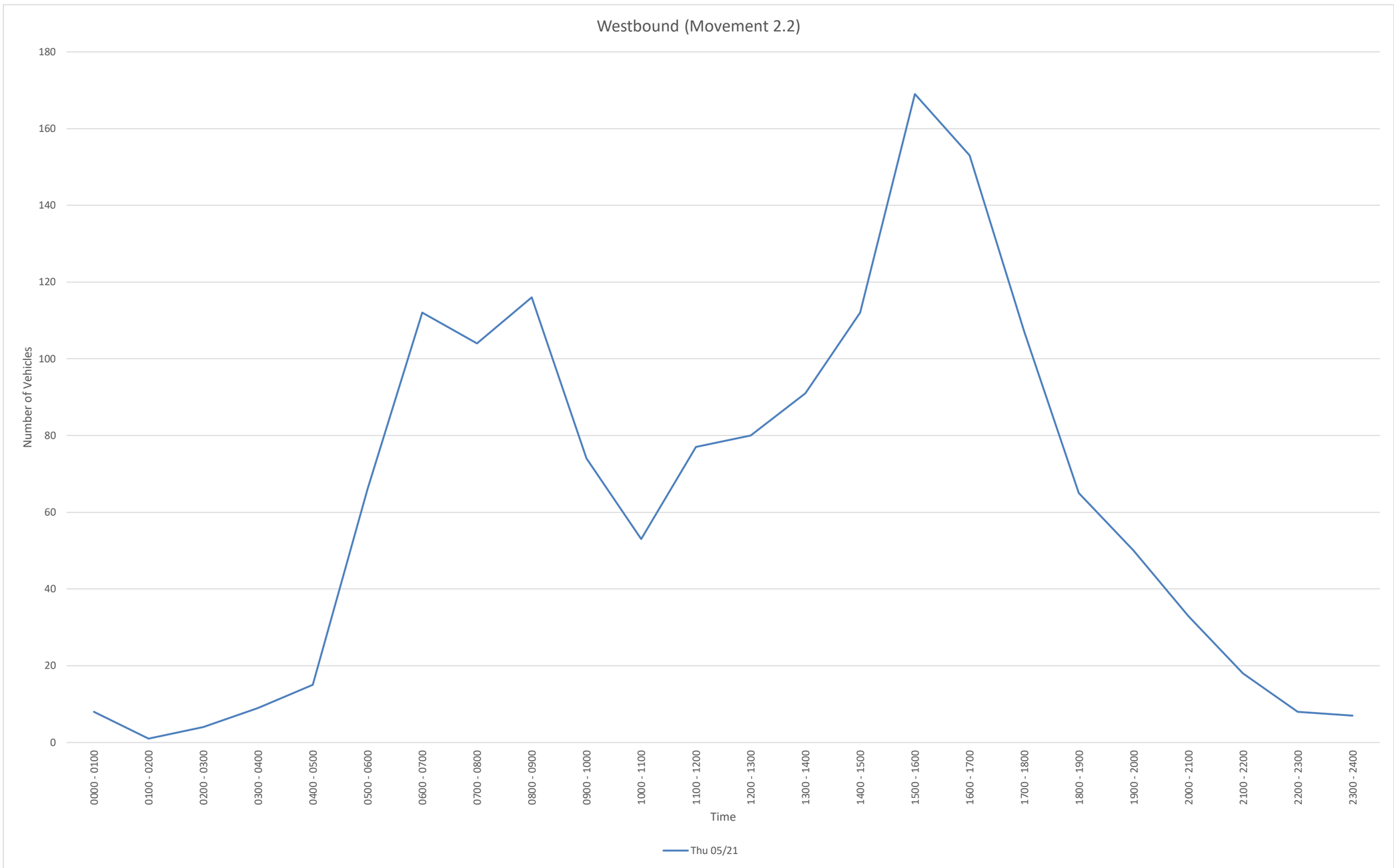
Shepard Dr,
west of Armstrong Dr

Lat/Long

28.515409°, -80.824313°

0000 - 2400 (Weekday 24h Session)

Graphical Analysis SB WB



Time	Thu 05/21						
0000 - 0100	8						
0100 - 0200	1						
0200 - 0300	4						
0300 - 0400	9						
0400 - 0500	15						
0500 - 0600	66						
0600 - 0700	112						
0700 - 0800	104						
0800 - 0900	116						
0900 - 1000	74						
1000 - 1100	53						
1100 - 1200	77						
1200 - 1300	80						
1300 - 1400	91						
1400 - 1500	112						
1500 - 1600	169						
1600 - 1700	153						
1700 - 1800	107						
1800 - 1900	65						
1900 - 2000	50						
2000 - 2100	33						
2100 - 2200	18						
2200 - 2300	8						
2300 - 2400	7						

Daily Total	1532						

Bi-Directional Class Count || Graphical Analysis BiDir

Brevard County, FL

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Site 2

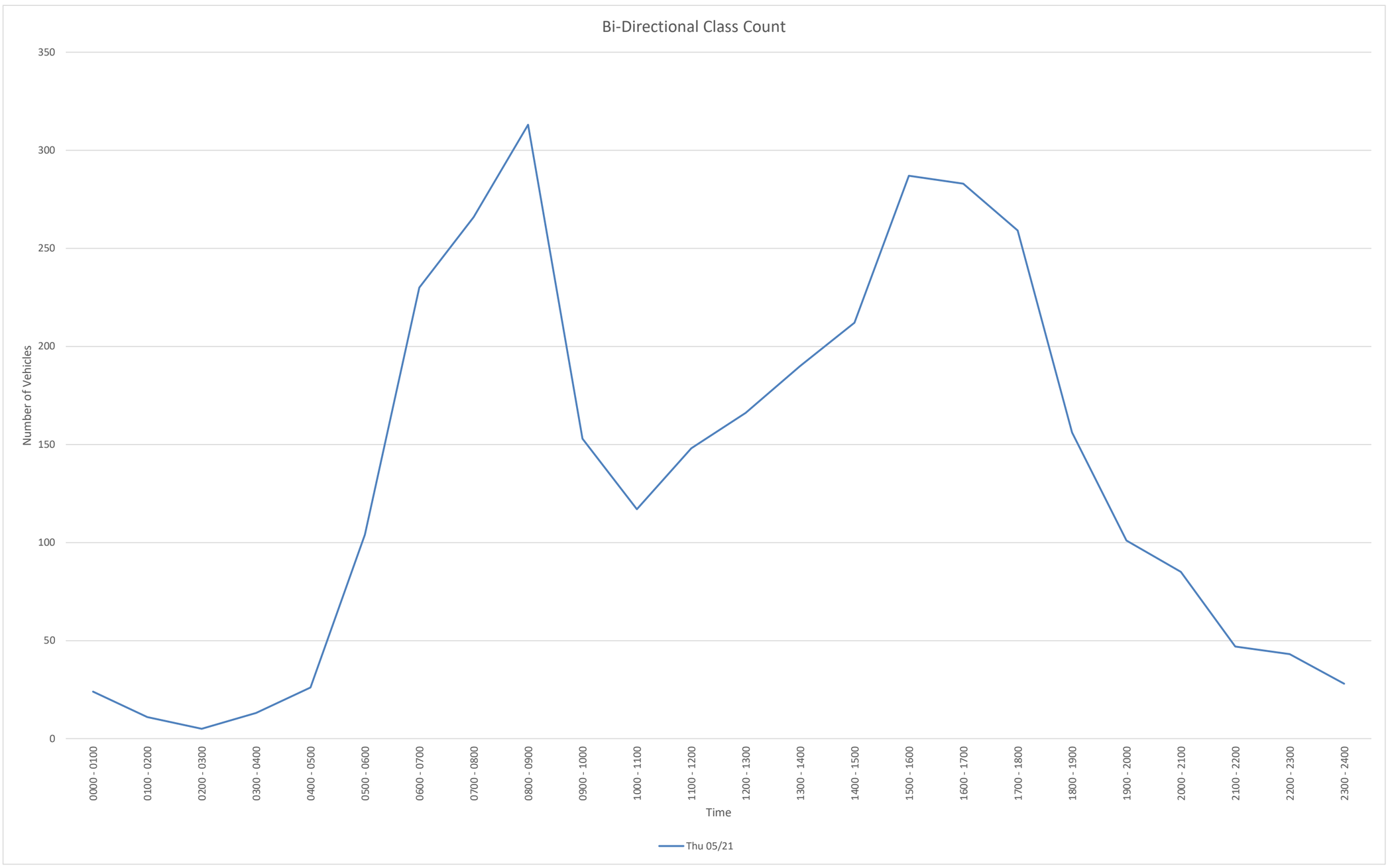
Shepard Dr,
west of Armstrong Dr

Lat/Long

28.515409°, -80.824313°

0000 - 2400 (Weekday 24h Session)

Graphical Analysis BiDir



Time	Thu 05/21						
0000 - 0100	24						
0100 - 0200	11						
0200 - 0300	5						
0300 - 0400	13						
0400 - 0500	26						
0500 - 0600	104						
0600 - 0700	230						
0700 - 0800	266						
0800 - 0900	313						
0900 - 1000	153						
1000 - 1100	117						
1100 - 1200	148						
1200 - 1300	166						
1300 - 1400	190						
1400 - 1500	212						
1500 - 1600	287						
1600 - 1700	283						
1700 - 1800	259						
1800 - 1900	156						
1900 - 2000	101						
2000 - 2100	85						
2100 - 2200	47						
2200 - 2300	43						
2300 - 2400	28						

Daily Total	3267						

EB
File Name:
Start Date: 5/21/2026
Start Time: 0
Site Code: 2
Station ID: 1
Location 1: Shepard Dr, west of Armstrong Dr
Location 2:

Date	Time	1	2	3	4	5	6	7	8	9	10	11	12	13
5/21/2026	12:00 AM	0	2	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	12:15 AM	0	6	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	12:30 AM	0	3	1	0	0	0	0	0	0	0	0	0	0
5/21/2026	12:45 AM	0	3	1	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:00 AM	0	2	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:15 AM	0	1	1	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:30 AM	0	1	1	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:45 AM	0	4	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	2:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	2:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	2:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	3:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	3:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	3:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	3:45 AM	0	2	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	4:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	4:15 AM	0	2	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	4:30 AM	0	4	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	4:45 AM	0	1	4	0	0	0	0	0	0	0	0	0	0
5/21/2026	5:00 AM	0	2	1	0	1	0	0	0	0	0	0	0	0
5/21/2026	5:15 AM	0	4	1	0	0	0	0	0	0	0	0	0	0
5/21/2026	5:30 AM	0	7	6	0	1	0	0	0	0	0	0	0	0
5/21/2026	5:45 AM	0	5	10	0	0	0	0	0	0	0	0	0	0
5/21/2026	6:00 AM	0	12	8	0	0	0	0	0	0	0	0	0	0
5/21/2026	6:15 AM	0	7	4	0	0	0	0	0	0	0	0	0	0
5/21/2026	6:30 AM	0	15	11	0	0	1	0	0	0	0	0	0	0
5/21/2026	6:45 AM	0	41	15	3	1	0	0	0	0	0	0	0	0
5/21/2026	7:00 AM	0	24	8	0	1	1	0	0	1	0	0	0	0
5/21/2026	7:15 AM	0	34	7	0	0	0	0	0	1	0	0	0	0
5/21/2026	7:30 AM	0	32	9	0	1	1	0	0	0	0	0	0	0
5/21/2026	7:45 AM	0	36	5	0	1	0	0	0	0	0	0	0	0
5/21/2026	8:00 AM	0	32	15	0	0	0	0	0	2	0	0	0	0
5/21/2026	8:15 AM	0	47	11	0	0	1	0	0	1	0	0	0	0
5/21/2026	8:30 AM	1	39	11	0	0	0	0	0	0	0	0	0	0
5/21/2026	8:45 AM	1	25	11	0	0	0	0	0	0	0	0	0	0
5/21/2026	9:00 AM	0	16	5	0	0	0	0	0	1	0	0	0	0
5/21/2026	9:15 AM	0	10	7	0	0	0	0	1	1	0	0	0	0
5/21/2026	9:30 AM	0	11	5	0	3	0	0	0	0	0	0	0	0
5/21/2026	9:45 AM	0	14	4	0	0	1	0	0	0	0	0	0	0
5/21/2026	10:00 AM	0	9	4	0	2	1	0	1	0	0	0	0	0
5/21/2026	10:15 AM	0	9	6	0	0	0	0	0	0	0	0	0	0
5/21/2026	10:30 AM	0	8	5	0	0	1	0	0	0	0	0	0	0
5/21/2026	10:45 AM	0	8	7	0	1	0	0	1	1	0	0	0	0
5/21/2026	11:00 AM	0	12	7	0	0	0	0	0	2	0	0	0	0
5/21/2026	11:15 AM	0	11	6	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:30 AM	0	10	2	0	0	3	0	0	0	0	0	0	0
5/21/2026	11:45 AM	0	13	4	0	0	1	0	0	0	0	0	0	0
5/21/2026	12:00 PM	0	14	6	0	1	0	0	0	2	0	0	0	0
5/21/2026	12:15 PM	0	11	6	0	0	0	0	0	1	0	0	0	0
5/21/2026	12:30 PM	0	14	2	0	1	0	0	0	1	0	0	0	0
5/21/2026	12:45 PM	0	16	7	0	0	1	0	0	3	0	0	0	0
5/21/2026	1:00 PM	0	9	3	1	0	1	0	0	0	0	0	0	0
5/21/2026	1:15 PM	2	20	2	0	1	0	0	0	0	0	0	0	0
5/21/2026	1:30 PM	0	23	5	0	2	0	0	0	0	0	0	0	0
5/21/2026	1:45 PM	0	24	4	0	1	1	0	0	0	0	0	0	0
5/21/2026	2:00 PM	0	16	8	0	1	0	0	0	0	1	0	0	0
5/21/2026	2:15 PM	0	12	6	0	0	0	0	0	3	0	0	0	0
5/21/2026	2:30 PM	0	15	9	0	0	1	0	2	0	0	0	0	0
5/21/2026	2:45 PM	1	20	3	1	0	0	0	0	1	0	0	0	0
5/21/2026	3:00 PM	0	19	4	0	0	1	0	0	1	0	0	0	0
5/21/2026	3:15 PM	1	21	10	0	0	2	0	0	0	0	0	0	0
5/21/2026	3:30 PM	0	27	7	0	0	1	0	0	2	0	0	0	0
5/21/2026	3:45 PM	0	14	7	0	0	0	0	1	0	0	0	0	0
5/21/2026	4:00 PM	0	21	13	0	1	0	0	0	0	0	0	0	0
5/21/2026	4:15 PM	1	30	6	0	2	0	0	0	0	0	0	0	0
5/21/2026	4:30 PM	0	16	5	0	2	0	0	1	0	0	0	0	0
5/21/2026	4:45 PM	0	19	12	0	1	0	0	0	0	0	0	0	0
5/21/2026	5:00 PM	0	24	13	0	0	0	0	0	0	0	0	0	0
5/21/2026	5:15 PM	0	30	9	0	2	0	0	1	0	0	0	0	0
5/21/2026	5:30 PM	0	29	9	0	2	0	0	0	0	0	0	0	0
5/21/2026	5:45 PM	0	24	9	0	0	0	0	0	0	0	0	0	0
5/21/2026	6:00 PM	1	18	8	0	1	0	1	0	0	0	0	0	0
5/21/2026	6:15 PM	0	18	3	0	1	0	0	0	0	0	0	0	0
5/21/2026	6:30 PM	0	14	6	0	0	0	0	1	0	0	0	0	0
5/21/2026	6:45 PM	0	18	1	0	0	0	0	0	0	0	0	0	0
5/21/2026	7:00 PM	0	11	3	0	0	0	0	0	0	0	0	0	0
5/21/2026	7:15 PM	0	4	2	0	0	0	0	0	0	0	0	0	0
5/21/2026	7:30 PM	0	10	2	0	0	0	0	0	0	0	0	0	0
5/21/2026	7:45 PM	0	12	7	0	0	0	0	0	0	0	0	0	0
5/21/2026	8:00 PM	0	14	4	0	0	0	0	0	0	0	0	0	0
5/21/2026	8:15 PM	0	9	1	0	0	0	0	0	0	0	0	0	0
5/21/2026	8:30 PM	1	7	1	0	1	0	0	0	0	0	0	0	0
5/21/2026	8:45 PM	0	11	3	0	0	0	0	0	0	0	0	0	0
5/21/2026	9:00 PM	0	7	1	0	0	0	0	0	0	0	0	0	0
5/21/2026	9:15 PM	0	6	2	0	0	0	0	0	0	0	0	0	0
5/21/2026	9:30 PM	0	9	2	0	0	0	0	0	0	0	0	0	0
5/21/2026	9:45 PM	0	2	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	10:00 PM	0	10	3	0	0	0	0	0	0	0	0	0	0
5/21/2026	10:15 PM	0	9	3	0	0	0	0	0	0	0	0	0	0
5/21/2026	10:30 PM	0	7	2	0	0	0	0	0	0	0	0	0	0
5/21/2026	10:45 PM	0	1	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:00 PM	0	3	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:15 PM	0	7	1	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:30 PM	0	4	1	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:45 PM	0	4	1	0	0	0	0	0	0	0	0	0	0

WB
File Name:
Start Date: 5/21/2026
Start Time: 0
Site Code: 2
Station ID: 1
Location 1: Shepard Dr, west of Armstrong Dr
Location 2:

Date	Time	1	2	3	4	5	6	7	8	9	10	11	12	13
5/21/2026	12:00 AM	0	3	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	12:15 AM	0	1	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	12:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	12:45 AM	0	3	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	2:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	2:15 AM	0	0	0	0	0	0	0	0	1	0	0	0	0
5/21/2026	2:30 AM	0	0	0	0	1	0	0	0	0	0	0	0	0
5/21/2026	2:45 AM	0	1	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	3:00 AM	0	3	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	3:15 AM	0	2	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	3:30 AM	0	0	0	0	0	0	0	0	1	0	0	0	0
5/21/2026	3:45 AM	0	3	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	4:00 AM	0	2	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	4:15 AM	0	1	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	4:30 AM	0	8	2	0	0	0	0	0	0	0	0	0	0
5/21/2026	4:45 AM	0	1	0	0	1	0	0	0	0	0	0	0	0
5/21/2026	5:00 AM	0	14	2	0	1	0	0	0	1	0	0	0	0
5/21/2026	5:15 AM	0	15	1	0	1	0	0	0	1	0	0	0	0
5/21/2026	5:30 AM	0	13	3	0	1	0	0	0	0	0	0	0	0
5/21/2026	5:45 AM	0	12	0	0	0	1	0	0	0	0	0	0	0
5/21/2026	6:00 AM	0	15	7	0	0	0	0	0	0	0	0	0	0
5/21/2026	6:15 AM	0	21	8	0	2	0	0	0	0	0	0	0	0
5/21/2026	6:30 AM	0	22	7	0	0	0	0	0	0	0	0	0	0
5/21/2026	6:45 AM	0	22	8	0	0	0	0	0	0	0	0	0	0
5/21/2026	7:00 AM	0	20	6	0	2	0	0	0	0	0	0	0	0
5/21/2026	7:15 AM	0	15	7	0	1	0	0	0	0	0	0	0	0
5/21/2026	7:30 AM	0	25	4	0	0	0	0	0	0	0	0	0	0
5/21/2026	7:45 AM	0	14	5	2	0	1	0	0	2	0	0	0	0
5/21/2026	8:00 AM	0	17	6	1	0	2	0	0	0	0	0	0	0
5/21/2026	8:15 AM	0	31	4	0	0	0	0	0	1	0	0	0	0
5/21/2026	8:30 AM	0	25	8	0	1	0	0	0	0	0	0	0	0
5/21/2026	8:45 AM	0	11	9	0	0	0	0	0	0	0	0	0	0
5/21/2026	9:00 AM	0	14	4	0	0	1	0	1	1	0	0	0	0
5/21/2026	9:15 AM	0	11	8	0	2	0	0	0	1	0	0	0	0
5/21/2026	9:30 AM	0	8	3	1	0	0	0	0	1	0	0	0	0
5/21/2026	9:45 AM	0	11	7	0	0	0	0	0	0	0	0	0	0
5/21/2026	10:00 AM	0	8	5	0	0	0	0	0	0	0	0	0	0
5/21/2026	10:15 AM	0	9	4	0	1	1	0	0	0	0	0	0	0
5/21/2026	10:30 AM	0	7	1	0	0	0	0	0	1	0	0	0	0
5/21/2026	10:45 AM	0	13	2	0	1	0	0	0	0	0	0	0	0
5/21/2026	11:00 AM	0	4	3	0	0	1	0	1	0	0	0	0	0
5/21/2026	11:15 AM	0	14	7	0	2	0	0	0	2	0	0	0	0
5/21/2026	11:30 AM	0	9	9	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:45 AM	0	17	8	0	0	0	0	0	0	0	0	0	0
5/21/2026	12:00 PM	0	13	4	0	1	0	0	0	1	0	0	0	0
5/21/2026	12:15 PM	1	14	3	0	1	1	0	0	1	0	0	0	0
5/21/2026	12:30 PM	0	15	4	0	0	1	0	0	0	0	0	0	0
5/21/2026	12:45 PM	0	7	10	0	0	3	0	0	0	0	0	0	0
5/21/2026	1:00 PM	0	15	4	0	0	0	0	1	0	0	0	0	0
5/21/2026	1:15 PM	0	19	5	0	1	1	0	0	1	0	0	0	0
5/21/2026	1:30 PM	1	15	3	0	0	1	0	0	2	0	0	0	0
5/21/2026	1:45 PM	0	9	7	0	1	2	0	0	3	0	0	0	0
5/21/2026	2:00 PM	0	18	14	0	1	1	0	0	0	0	0	0	0
5/21/2026	2:15 PM	0	23	7	0	1	0	1	0	0	0	0	0	0
5/21/2026	2:30 PM	0	13	6	0	0	0	0	0	0	1	0	0	0
5/21/2026	2:45 PM	0	19	6	0	1	0	0	0	0	0	0	0	0
5/21/2026	3:00 PM	0	24	12	2	0	1	0	0	0	0	0	0	0
5/21/2026	3:15 PM	0	18	7	0	0	0	0	0	0	0	0	0	0
5/21/2026	3:30 PM	0	47	19	0	0	1	0	0	0	0	0	0	0
5/21/2026	3:45 PM	0	24	14	0	0	0	0	0	0	0	0	0	0
5/21/2026	4:00 PM	0	23	14	0	0	0	0	0	0	0	0	0	0
5/21/2026	4:15 PM	1	19	9	0	1	0	0	0	0	0	0	0	0
5/21/2026	4:30 PM	0	45	10	0	1	0	0	0	0	0	0	0	0
5/21/2026	4:45 PM	0	20	9	0	0	0	0	0	1	0	0	0	0
5/21/2026	5:00 PM	1	26	10	0	0	0	0	0	0	0	0	0	0
5/21/2026	5:15 PM	0	26	6	0	0	0	0	0	1	0	0	0	0
5/21/2026	5:30 PM	0	17	4	0	0	0	1	0	0	0	0	0	0
5/21/2026	5:45 PM	0	11	3	0	0	0	0	0	1	0	0	0	0
5/21/2026	6:00 PM	0	16	6	0	0	0	0	0	0	0	0	0	0
5/21/2026	6:15 PM	0	10	8	0	0	0	0	0	0	0	0	0	0
5/21/2026	6:30 PM	0	11	4	0	0	0	0	0	0	0	0	0	0
5/21/2026	6:45 PM	0	6	3	0	0	0	0	1	0	0	0	0	0
5/21/2026	7:00 PM	0	7	1	0	0	0	0	0	1	0	0	0	0
5/21/2026	7:15 PM	0	13	6	0	0	0	0	1	0	0	0	0	0
5/21/2026	7:30 PM	0	11	2	0	0	0	0	0	0	0	0	0	0
5/21/2026	7:45 PM	0	7	1	0	0	0	0	0	0	0	0	0	0
5/21/2026	8:00 PM	0	8	1	0	0	0	0	0	0	0	0	0	0
5/21/2026	8:15 PM	0	6	1	0	0	0	0	0	0	0	0	0	0
5/21/2026	8:30 PM	0	10	1	0	0	0	0	0	0	0	0	0	0
5/21/2026	8:45 PM	0	5	1	0	0	0	0	0	0	0	0	0	0
5/21/2026	9:00 PM	0	4	1	0	0	0	0	2	0	0	0	0	0
5/21/2026	9:15 PM	0	5	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	9:30 PM	0	3	0	0	0	0	0	1	0	0	0	0	0
5/21/2026	9:45 PM	0	2	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	10:00 PM	0	2	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	10:15 PM	0	1	0	0	0	0	0	1	1	0	0	0	0
5/21/2026	10:30 PM	0	2	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	10:45 PM	0	1	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:00 PM	0	3	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:15 PM	0	3	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:30 PM	0	1	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0

EB
File Name:
Start Date: 5/21/2026
Start Time: 0
Site Code: 2
Station ID: 1
Location 1: Shepard Dr, west of Armstrong Dr
Location 2:

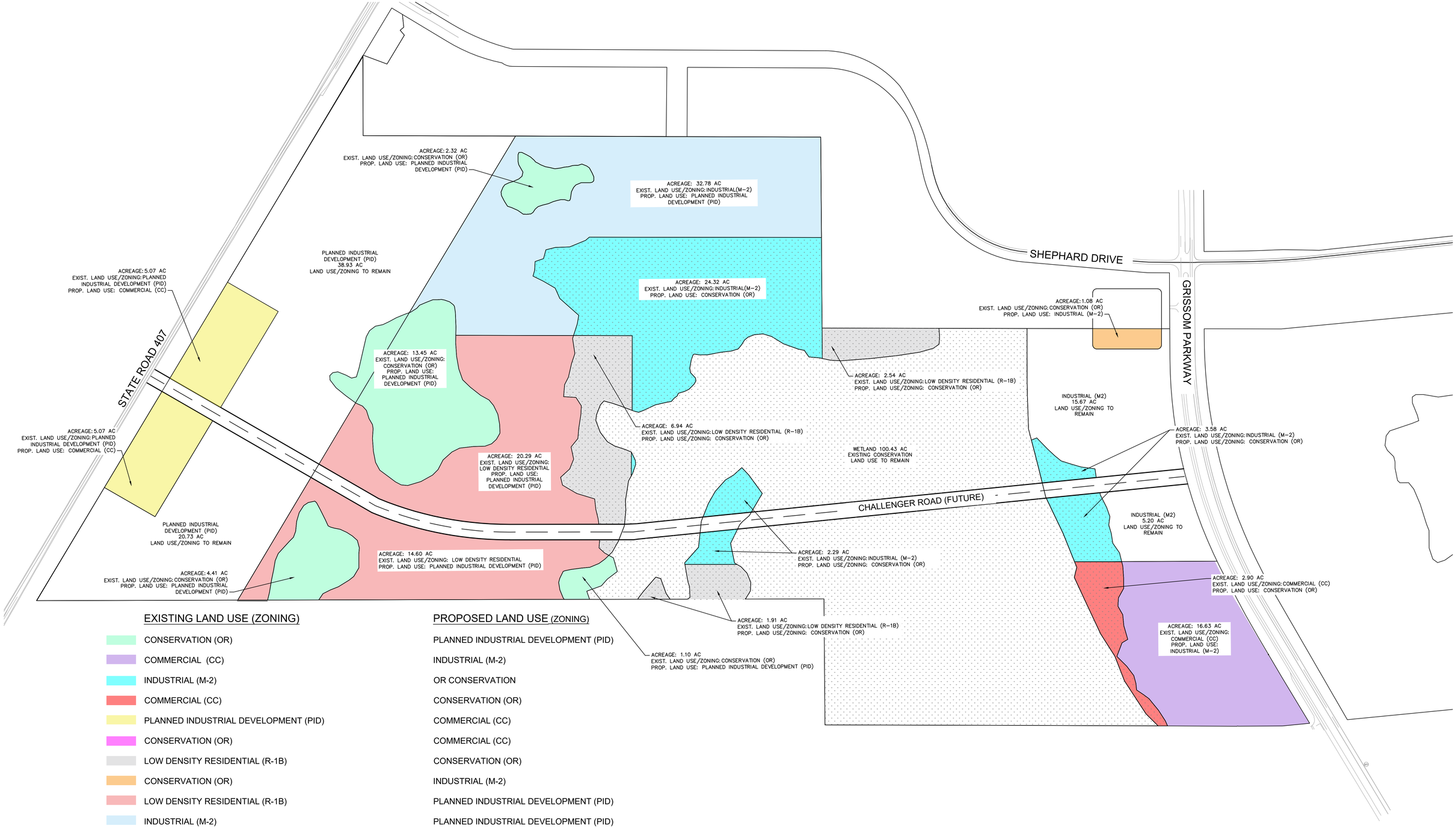
Date	Time	1	2	3	4	5	6	7	8	9	10	11	12	13
5/21/2026	12:00 AM	0	14	2	0	0	0	0	0	0	0	0	0	0
5/21/2026	12:15 AM	0	14	2	0	0	0	0	0	0	0	0	0	0
5/21/2026	12:30 AM	0	9	3	0	0	0	0	0	0	0	0	0	0
5/21/2026	12:45 AM	0	7	3	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:00 AM	0	8	2	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:15 AM	0	6	2	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:30 AM	0	5	1	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:45 AM	0	5	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	2:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	2:15 AM	0	2	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	2:30 AM	0	2	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	2:45 AM	0	2	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	3:00 AM	0	4	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	3:15 AM	0	3	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	3:30 AM	0	5	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	3:45 AM	0	8	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	4:00 AM	0	7	4	0	0	0	0	0	0	0	0	0	0
5/21/2026	4:15 AM	0	9	5	0	1	0	0	0	0	0	0	0	0
5/21/2026	4:30 AM	0	11	6	0	1	0	0	0	0	0	0	0	0
5/21/2026	4:45 AM	0	14	12	0	2	0	0	0	0	0	0	0	0
5/21/2026	5:00 AM	0	18	18	0	2	0	0	0	0	0	0	0	0
5/21/2026	5:15 AM	0	28	25	0	1	0	0	0	0	0	0	0	0
5/21/2026	5:30 AM	0	31	28	0	1	0	0	0	0	0	0	0	0
5/21/2026	5:45 AM	0	39	33	0	0	1	0	0	0	0	0	0	0
5/21/2026	6:00 AM	0	75	38	3	1	1	0	0	0	0	0	0	0
5/21/2026	6:15 AM	0	87	38	3	2	2	0	0	1	0	0	0	0
5/21/2026	6:30 AM	0	114	41	3	2	2	0	0	2	0	0	0	0
5/21/2026	6:45 AM	0	131	39	3	3	2	0	0	2	0	0	0	0
5/21/2026	7:00 AM	0	126	29	0	3	2	0	0	2	0	0	0	0
5/21/2026	7:15 AM	0	134	36	0	2	1	0	0	3	0	0	0	0
5/21/2026	7:30 AM	0	147	40	0	2	2	0	0	3	0	0	0	0
5/21/2026	7:45 AM	1	154	42	0	1	1	0	0	3	0	0	0	0
5/21/2026	8:00 AM	2	143	48	0	0	1	0	0	3	0	0	0	0
5/21/2026	8:15 AM	2	127	38	0	0	1	0	0	2	0	0	0	0
5/21/2026	8:30 AM	2	90	34	0	0	0	0	1	2	0	0	0	0
5/21/2026	8:45 AM	1	62	28	0	3	0	0	1	2	0	0	0	0
5/21/2026	9:00 AM	0	51	21	0	3	1	0	1	2	0	0	0	0
5/21/2026	9:15 AM	0	44	20	0	5	2	0	2	1	0	0	0	0
5/21/2026	9:30 AM	0	43	19	0	5	2	0	1	0	0	0	0	0
5/21/2026	9:45 AM	0	40	19	0	2	3	0	1	0	0	0	0	0
5/21/2026	10:00 AM	0	34	22	0	3	2	0	2	1	0	0	0	0
5/21/2026	10:15 AM	0	37	25	0	1	1	0	1	3	0	0	0	0
5/21/2026	10:30 AM	0	39	25	0	1	1	0	1	3	0	0	0	0
5/21/2026	10:45 AM	0	41	22	0	1	3	0	1	3	0	0	0	0
5/21/2026	11:00 AM	0	46	19	0	0	4	0	0	2	0	0	0	0
5/21/2026	11:15 AM	0	48	18	0	1	4	0	0	2	0	0	0	0
5/21/2026	11:30 AM	0	48	18	0	1	4	0	0	3	0	0	0	0
5/21/2026	11:45 AM	0	52	18	0	2	1	0	0	4	0	0	0	0
5/21/2026	12:00 PM	0	55	21	0	2	1	0	0	7	0	0	0	0
5/21/2026	12:15 PM	0	50	18	1	1	2	0	0	5	0	0	0	0
5/21/2026	12:30 PM	2	59	14	1	2	2	0	0	4	0	0	0	0
5/21/2026	12:45 PM	2	68	17	1	3	2	0	0	3	0	0	0	0
5/21/2026	1:00 PM	2	76	14	1	4	2	0	0	0	0	0	0	0
5/21/2026	1:15 PM	2	83	19	0	5	1	0	0	0	1	0	0	0
5/21/2026	1:30 PM	0	75	23	0	4	1	0	0	3	1	0	0	0
5/21/2026	1:45 PM	0	67	27	0	2	2	0	2	3	1	0	0	0
5/21/2026	2:00 PM	1	63	26	1	1	1	0	2	4	1	0	0	0
5/21/2026	2:15 PM	1	66	22	1	0	2	0	2	5	0	0	0	0
5/21/2026	2:30 PM	2	75	26	1	0	4	0	2	2	0	0	0	0
5/21/2026	2:45 PM	2	87	24	1	0	4	0	0	4	0	0	0	0
5/21/2026	3:00 PM	1	81	28	0	0	4	0	1	3	0	0	0	0
5/21/2026	3:15 PM	1	83	37	0	1	3	0	1	2	0	0	0	0
5/21/2026	3:30 PM	1	92	33	0	3	1	0	1	2	0	0	0	0
5/21/2026	3:45 PM	1	81	31	0	5	0	0	2	0	0	0	0	0
5/21/2026	4:00 PM	1	86	36	0	6	0	0	1	0	0	0	0	0
5/21/2026	4:15 PM	1	89	36	0	5	0	0	1	0	0	0	0	0
5/21/2026	4:30 PM	0	89	39	0	5	0	0	2	0	0	0	0	0
5/21/2026	4:45 PM	0	102	43	0	5	0	0	1	0	0	0	0	0
5/21/2026	5:00 PM	0	107	40	0	4	0	0	1	0	0	0	0	0
5/21/2026	5:15 PM	1	101	35	0	5	0	1	1	0	0	0	0	0
5/21/2026	5:30 PM	1	89	29	0	4	0	1	0	0	0	0	0	0
5/21/2026	5:45 PM	1	74	26	0	2	0	1	1	0	0	0	0	0
5/21/2026	6:00 PM	1	68	18	0	2	0	1	1	0	0	0	0	0
5/21/2026	6:15 PM	0	61	13	0	1	0	0	1	0	0	0	0	0
5/21/2026	6:30 PM	0	47	12	0	0	0	0	1	0	0	0	0	0
5/21/2026	6:45 PM	0	43	8	0	0	0	0	0	0	0	0	0	0
5/21/2026	7:00 PM	0	37	14	0	0	0	0	0	0	0	0	0	0
5/21/2026	7:15 PM	0	40	15	0	0	0	0	0	0	0	0	0	0
5/21/2026	7:30 PM	0	45	14	0	0	0	0	0	0	0	0	0	0
5/21/2026	7:45 PM	1	42	13	0	1	0	0	0	0	0	0	0	0
5/21/2026	8:00 PM	1	41	9	0	1	0	0	0	0	0	0	0	0
5/21/2026	8:15 PM	1	34	6	0	1	0	0	0	0	0	0	0	0
5/21/2026	8:30 PM	1	31	7	0	1	0	0	0	0	0	0	0	0
5/21/2026	8:45 PM	0	33	8	0	0	0	0	0	0	0	0	0	0
5/21/2026	9:00 PM	0	24	5	0	0	0	0	0	0	0	0	0	0
5/21/2026	9:15 PM	0	27	7	0	0	0	0	0	0	0	0	0	0
5/21/2026	9:30 PM	0	30	8	0	0	0	0	0	0	0	0	0	0
5/21/2026	9:45 PM	0	28	8	0	0	0	0	0	0	0	0	0	0
5/21/2026	10:00 PM	0	27	8	0	0	0	0	0	0	0	0	0	0
5/21/2026	10:15 PM	0	20	5	0	0	0	0	0	0	0	0	0	0
5/21/2026	10:30 PM	0	18	3	0	0	0	0	0	0	0	0	0	0
5/21/2026	10:45 PM	0	15	2	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:00 PM	0	18	3	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:15 PM	0	15	3	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:30 PM	0	8	2	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:45 PM	0	4	1	0	0	0	0	0	0	0	0	0	0

WB
File Name:
Start Date: 5/21/2026
Start Time: 0
Site Code: 2
Station ID: 1
Location 1: Shepard Dr, west of Armstrong Dr
Location 2:

Date	Time	1	2	3	4	5	6	7	8	9	10	11	12	13
5/21/2026	12:00 AM	0	8	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	12:15 AM	0	6	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	12:30 AM	0	5	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	12:45 AM	0	4	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:15 AM	0	1	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:30 AM	0	1	0	0	0	0	0	0	1	0	0	0	0
5/21/2026	1:45 AM	0	1	0	0	1	0	0	0	1	0	0	0	0
5/21/2026	2:00 AM	0	2	0	0	1	0	0	0	1	0	0	0	0
5/21/2026	2:15 AM	0	4	0	0	1	0	0	0	1	0	0	0	0
5/21/2026	2:30 AM	0	6	0	0	1	0	0	0	0	0	0	0	0
5/21/2026	2:45 AM	0	6	0	0	0	0	0	0	1	0	0	0	0
5/21/2026	3:00 AM	0	8	0	0	0	0	0	0	1	0	0	0	0
5/21/2026	3:15 AM	0	7	0	0	0	0	0	0	1	0	0	0	0
5/21/2026	3:30 AM	0	6	0	0	0	0	0	0	1	0	0	0	0
5/21/2026	3:45 AM	0	14	2	0	0	0	0	0	0	0	0	0	0
5/21/2026	4:00 AM	0	12	2	0	1	0	0	0	0	0	0	0	0
5/21/2026	4:15 AM	0	24	4	0	2	0	0	0	1	0	0	0	0
5/21/2026	4:30 AM	0	38	5	0	3	0	0	0	2	0	0	0	0
5/21/2026	4:45 AM	0	43	6	0	4	0	0	0	2	0	0	0	0
5/21/2026	5:00 AM	0	54	6	0	3	1	0	0	2	0	0	0	0
5/21/2026	5:15 AM	0	55	11	0	2	1	0	0	1	0	0	0	0
5/21/2026	5:30 AM	0	61	18	0	3	1	0	0	0	0	0	0	0
5/21/2026	5:45 AM	0	70	22	0	2	1	0	0	0	0	0	0	0
5/21/2026	6:00 AM	0	80	30	0	2	0	0	0	0	0	0	0	0
5/21/2026	6:15 AM	0	85	29	0	4	0	0	0	0	0	0	0	0
5/21/2026	6:30 AM	0	79	28	0	3	0	0	0	0	0	0	0	0
5/21/2026	6:45 AM	0	82	25	0	3	0	0	0	0	0	0	0	0
5/21/2026	7:00 AM	0	74	22	2	3	1	0	0	2	0	0	0	0
5/21/2026	7:15 AM	0	71	22	3	1	3	0	0	2	0	0	0	0
5/21/2026	7:30 AM	0	87	19	3	0	3	0	0	3	0	0	0	0
5/21/2026	7:45 AM	0	87	23	3	1	3	0	0	3	0	0	0	0
5/21/2026	8:00 AM	0	84	27	1	1	2	0	0	1	0	0	0	0
5/21/2026	8:15 AM	0	81	25	0	1	1	0	1	2	0	0	0	0
5/21/2026	8:30 AM	0	61	29	0	3	1	0	1	2	0	0	0	0
5/21/2026	8:45 AM	0	44	24	1	2	1	0	1	3	0	0	0	0
5/21/2026	9:00 AM	0	44	22	1	2	1	0	1	3	0	0	0	0
5/21/2026	9:15 AM	0	38	23	1	2	0	0	0	2	0	0	0	0
5/21/2026	9:30 AM	0	36	19	1	1	1	0	0	1	0	0	0	0
5/21/2026	9:45 AM	0	35	17	0	1	1	0	0	1	0	0	0	0
5/21/2026	10:00 AM	0	37	12	0	2	1	0	0	1	0	0	0	0
5/21/2026	10:15 AM	0	33	10	0	2	2	0	1	1	0	0	0	0
5/21/2026	10:30 AM	0	38	13	0	3	1	0	1	3	0	0	0	0
5/21/2026	10:45 AM	0	40	21	0	3	1	0	1	2	0	0	0	0
5/21/2026	11:00 AM	0	44	27	0	2	1	0	1	2	0	0	0	0
5/21/2026	11:15 AM	0	53	28	0	3	0	0	0	3	0	0	0	0
5/21/2026	11:30 AM	1	53	24	0	2	1	0	0	2	0	0	0	0
5/21/2026	11:45 AM	1	59	19	0	2	2	0	0	2	0	0	0	0
5/21/2026	12:00 PM	1	49	21	0	2	5	0	0	2	0	0	0	0
5/21/2026	12:15 PM	1	51	21	0	1	5	0	1	1	0	0	0	0
5/21/2026	12:30 PM	0	56	23	0	1	5	0	1	1	0	0	0	0
5/21/2026	12:45 PM	1	56	22	0	1	5	0	1	3	0	0	0	0
5/21/2026	1:00 PM	1	58	19	0	2	4	0	1	6	0	0	0	0
5/21/2026	1:15 PM	1	61	29	0	3	5	0	0	6	0	0	0	0
5/21/2026	1:30 PM	1	65	31	0	3	4	1	0	5	0	0	0	0
5/21/2026	1:45 PM	0	63	34	0	3	3	1	0	3	1	0	0	0
5/21/2026	2:00 PM	0	73	33	0	3	1	1	0	0	1	0	0	0
5/21/2026	2:15 PM	0	79	31	2	2	1	1	0	0	1	0	0	0
5/21/2026	2:30 PM	0	74	31	2	1	1	0	0	0	1	0	0	0
5/21/2026	2:45 PM	0	108	44	2	1	2	0	0	0	0	0	0	0
5/21/2026	3:00 PM	0	113	52	2	0	2	0	0	0	0	0	0	0
5/21/2026	3:15 PM	0	112	54	0	0	1	0	0	0	0	0	0	0
5/21/2026	3:30 PM	1	113	56	0	1	1	0	0	0	0	0	0	0
5/21/2026	3:45 PM	1	111	47	0	2	0	0	0	0	0	0	0	0
5/21/2026	4:00 PM	1	107	42	0	2	0	0	0	1	0	0	0	0
5/21/2026	4:15 PM	2	110	38	0	2	0	0	0	1	0	0	0	0
5/21/2026	4:30 PM	1	117	35	0	1	0	0	0	2	0	0	0	0
5/21/2026	4:45 PM	1	89	29	0	0	0	1	0	2	0	0	0	0
5/21/2026	5:00 PM	1	80	23	0	0	0	1	0	2	0	0	0	0
5/21/2026	5:15 PM	0	70	19	0	0	0	1	0	2	0	0	0	0
5/21/2026	5:30 PM	0	54	21	0	0	0	1	0	1	0	0	0	0
5/21/2026	5:45 PM	0	48	21	0	0	0	0	0	1	0	0	0	0
5/21/2026	6:00 PM	0	43	21	0	0	0	0	1	0	0	0	0	0
5/21/2026	6:15 PM	0	34	16	0	0	0	0	1	1	0	0	0	0
5/21/2026	6:30 PM	0	37	14	0	0	0	0	2	1	0	0	0	0
5/21/2026	6:45 PM	0	37	12	0	0	0	0	2	1	0	0	0	0
5/21/2026	7:00 PM	0	38	10	0	0	0	0	1	1	0	0	0	0
5/21/2026	7:15 PM	0	39	10	0	0	0	0	1	0	0	0	0	0
5/21/2026	7:30 PM	0	32	5	0	0	0	0	0	0	0	0	0	0
5/21/2026	7:45 PM	0	31	4	0	0	0	0	0	0	0	0	0	0
5/21/2026	8:00 PM	0	29	4	0	0	0	0	0	0	0	0	0	0
5/21/2026	8:15 PM	0	25	4	0	0	0	0	2	0	0	0	0	0
5/21/2026	8:30 PM	0	24	3	0	0	0	0	2	0	0	0	0	0
5/21/2026	8:45 PM	0	17	2	0	0	0	0	3	0	0	0	0	0
5/21/2026	9:00 PM	0	14	1	0	0	0	0	3	0	0	0	0	0
5/21/2026	9:15 PM	0	12	0	0	0	0	0	1	0	0	0	0	0
5/21/2026	9:30 PM	0	8	0	0	0	0	0	2	1	0	0	0	0
5/21/2026	9:45 PM	0	7	0	0	0	0	0	1	1	0	0	0	0
5/21/2026	10:00 PM	0	6	0	0	0	0	0	1	1	0	0	0	0
5/21/2026	10:15 PM	0	7	0	0	0	0	0	1	1	0	0	0	0
5/21/2026	10:30 PM	0	9	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	10:45 PM	0	8	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:00 PM	0	7	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:15 PM	0	4	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:30 PM	0	1	0	0	0	0	0	0	0	0	0	0	0
5/21/2026	11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0

Attachment C:

Existing & Proposed Land Uses



EXISTING LAND USE (ZONING)	PROPOSED LAND USE (ZONING)
CONSERVATION (OR)	PLANNED INDUSTRIAL DEVELOPMENT (PID)
COMMERCIAL (CC)	INDUSTRIAL (M-2)
INDUSTRIAL (M-2)	OR CONSERVATION
COMMERCIAL (CC)	CONSERVATION (OR)
PLANNED INDUSTRIAL DEVELOPMENT (PID)	COMMERCIAL (CC)
CONSERVATION (OR)	COMMERCIAL (CC)
LOW DENSITY RESIDENTIAL (R-1B)	CONSERVATION (OR)
CONSERVATION (OR)	INDUSTRIAL (M-2)
LOW DENSITY RESIDENTIAL (R-1B)	PLANNED INDUSTRIAL DEVELOPMENT (PID)
INDUSTRIAL (M-2)	PLANNED INDUSTRIAL DEVELOPMENT (PID)

1A

SCIP - PHASE 3

TITUSVILLE

FUTURE LAND USE EXHIBIT

05/01/2024 -

ENGINEER: KINAN HUSAINY (321) 225-0642 KIMLEY-HORN AND ASSOCIATES, INC.
DEVELOPER: HINES (347) 753-2048

GRAPHIC SCALE IN FEET
0 125 250 500

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Kimley»Horn

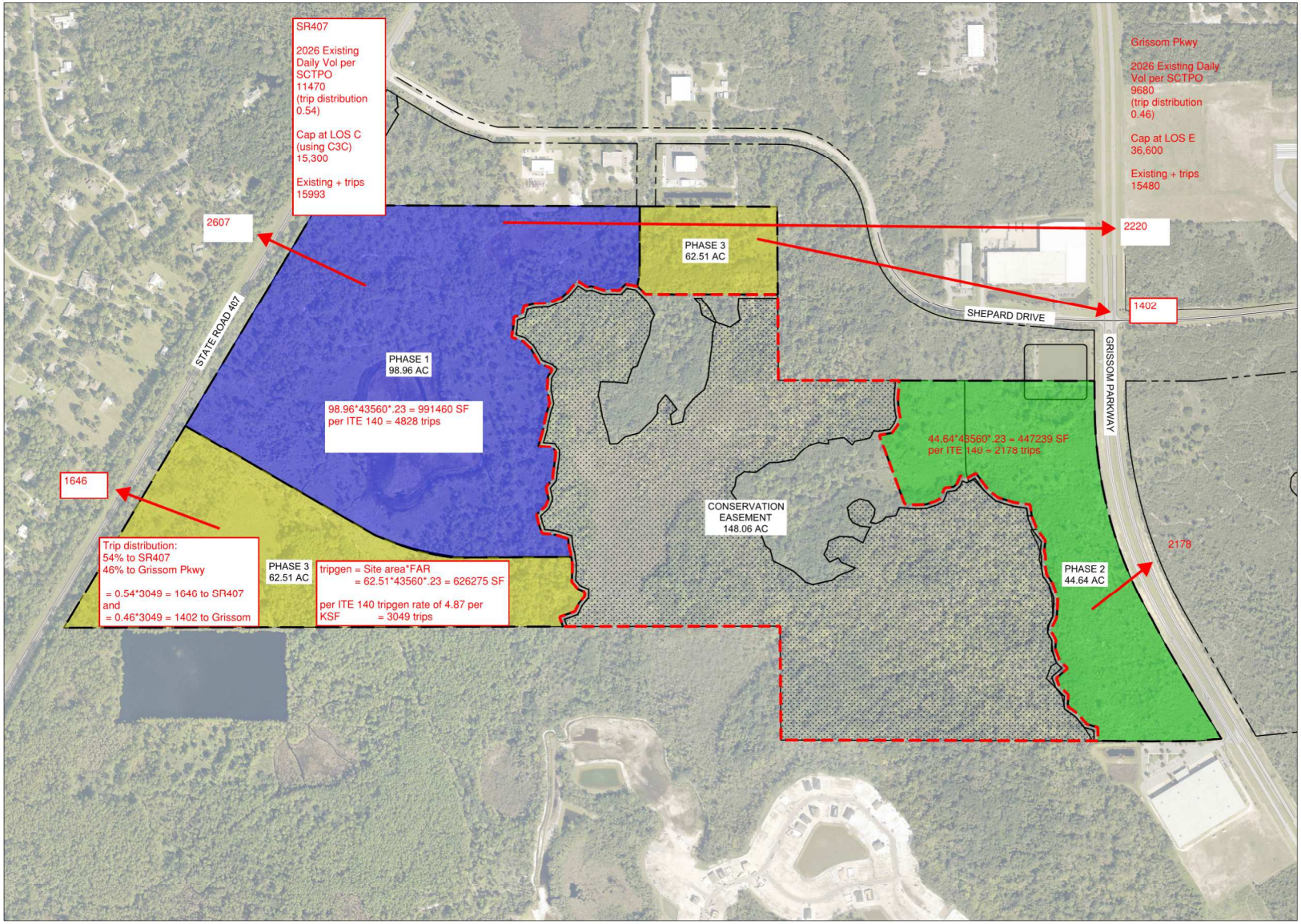
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Attachment D:

Existing & Proposed Land Use Trip Generation

									Trip Gen - Existing LUZ									Trip Gen - Proposed LUZ									Trip Gen - Difference Between Existing & Proposed								
									Daily			AM			PM			Daily			AM			PM			Daily			AM			PM		
Lot	Existing Land Use Zoning	LUC	Acres	Number of SFD Homes	Parcel #	Area (ft²)	Planned Land Use Zoning	LUC	Total	Entry	Exit	Total	Entry	Exit	Total	Entry	Exit	Total	Entry	Exit	Total	Entry	Exit	Total	Entry	Exit	Total	Entry	Exit	Total	Entry	Exit	Total	Entry	Exit
8	Industrial	130 - Industrial Park	11.47	--	Area 3	177,177	Planned Industrial Development	130 - Industrial Park	1,170	585	585	151	116	35	143	40	103	1,170	585	585	151	116	35	143	40	103	0	0	0	0	0	0	0	0	0
8	Industrial	130 - Industrial Park	11.47	--		165,142	Planned Industrial Development	130 - Industrial Park	1,145	573	572	149	115	34	141	39	102	1,145	573	572	149	115	34	141	39	102	0	0	0	0	0	0	0	0	0
4	Planned Industrial Development	130 - Industrial Park	13.63	--	Area 4	241,695	Planned Industrial Development	130 - Industrial Park	1,302	651	651	160	123	37	153	43	110	1,302	651	651	160	123	37	153	43	110	0	0	0	0	0	0	0	0	0
4	Planned Industrial Development	130 - Industrial Park	7.79	--	Area 4	255,932	Planned Industrial Development	130 - Industrial Park	1,331	665	666	162	124	38	155	43	112	1,331	665	666	162	124	38	155	43	112	0	0	0	0	0	0	0	0	0
6	Conservation	undeveloped	10.76	--		191,949		130 - Industrial Park	0	0	0	0	0	0	0	0	0	1,200	600	600	153	118	35	145	41	104	1,200	600	600	153	118	35	145	41	104
8	Industrial	130 - Industrial Park	6.56	--		63,983		130 - Industrial Park	939	470	469	135	104	31	125	35	90	939	470	469	135	104	31	125	35	90	0	0	0	0	0	0	0	0	0
11	Low Density Residential	210 - Single Fam Det	6.09	30		127,966		130 - Industrial Park	508	254	254	26	7	19	32	20	12	1,070	535	535	144	111	33	135	38	97	562	281	281	118	104	14	103	18	85
11	Low Density Residential	210 - Single Fam Det	4.06	20	Area 5	175,197	Planned Industrial Development	130 - Industrial Park	427	213	214	19	5	14	22	14	8	1,166	583	583	150	116	34	142	40	102	739	370	369	131	111	20	120	26	94
6	Conservation	undeveloped	2.69	--		43,799		130 - Industrial Park	0	0	0	0	0	0	0	0	0	898	449	449	132	102	30	121	34	87	898	449	449	132	102	30	121	34	87
3	Planned Industrial Development	130 - Industrial Park	10.37	--	Area 6	154,513	Planned Industrial Development	130 - Industrial Park	1,124	562	562	147	114	33	139	39	100	1,124	562	562	147	114	33	139	39	100	0	0	0	0	0	0	0	0	0
7	Conservation	undeveloped	4.41	--		123,610		130 - Industrial Park	0	0	0	0	0	0	0	0	0	1,060	530	530	413	110	33	134	38	96	1,060	530	530	413	110	33	134	38	96
12	Low Density Residential	210 - Single Fam Det	2.92	15		30,903		130 - Industrial Park	387	193	194	16	4	12	17	10	7	872	436	436	130	100	30	119	33	86	485	243	242	114	96	18	102	23	79
15	Conservation	undeveloped	9.00		Area 1	60,016	Planned Industrial Development	130 - Industrial Park	0	0	0	0	0	0	0	0	0	931	465	466	134	103	31	124	35	89	931	465	466	134	103	31	124	35	89
19	Industrial	130 - Industrial Park	15.67			240,064		130 - Industrial Park	1,298	649	649	159	123	36	153	43	110	1,298	649	649	159	123	36	153	43	110	0	0	0	0	0	0	0	0	0
20b	Industrial	130 - Industrial Park	2.36	--	Area 2	236,080	Planned Industrial Development	130 - Industrial Park	1,290	645	645	159	122	37	152	43	109	1,290	645	645	159	122	37	152	43	109	0	0	0	0	0	0	0	0	0
21	Industrial	130 - Industrial Park	5.20	--				130 - Industrial Park																											
22	Commercial	130 - Industrial Park	2.90	--				130 - Industrial Park																											
23	Commercial	130 - Industrial Park	16.63	--				130 - Industrial Park																											
Totals			143.97	65	--	2,289,778	--	--	10,921	5,460	5,461	1,283	957	326	1,232	369	863	15,506	7,753	7,753	2,160	1,456	434	1,776	498	1,278	**5,875**	**2,938**	**2,937**	**1,195**	**744**	**181**	**849**	**215**	**634**

Policy 1.14.5: Low Density Residential Uses limited to maximum 5 units per acre
LUC 210 - Single Family Detached Housing
Lots 20b, 21, 22, and 23 are all covered in the 236,080 sqft building


SR407
2026 Existing Daily Vol per SCTPO 11470 (trip distribution 0.54)
Cap at LOS C (using C3C) 15,300
Existing + trips 15993
Grissom Pkwy
2026 Existing Daily Vol per SCTPO 9680 (trip distribution 0.46)
Cap at LOS E 36,600
Existing + trips 15480
2607
2220
1402
1646
2178
PHASE 1 98.96 AC
PHASE 3 62.51 AC
PHASE 2 44.64 AC
CONSERVATION EASEMENT 148.06 AC
STATE ROAD 407
SHEPARD DRIVE
GRISSOM PARKWAY
98.96*43560*.23 = 991460 SF per ITE 140 = 4828 trips
44.64*43560*.23 = 447239 SF per ITE 140 = 2178 trips
Trip distribution: 54% to SR407 46% to Grissom Pkwy
= 0.54*3049 = 1646 to SR407 and = 0.46*3049 = 1402 to Grissom
tripgen = Site area*FAR = 62.51*43560*.23 = 626275 SF
per ITE 140 tripgen rate of 4.87 per KSF = 3049 trips

City of Titusville Preliminary Concurrency Assessment

Project Name: Space Coast Innovation Park Phase 3 (Sub-Phase 1 only) **Date:** June 17, 2026

Project Description: Planned Industrial Park

Residential Density (dwelling units): **Non-Residential Intensity (1,000 s.f.):** 991.46

Total Water Capacity*		6.010 MGD
Less Current Demand**		5.044 MGD
Less Future Commitments (FDEP/Water Supply Allocation permits)		0.542 MGD
Remaining Capacity***		0.424 MGD
Estimated Unit Based Water Demand******	1,000.00	0.3000 MGD

*Total Water Capacity permitted flow is 6.01 MGD
**12 Month Rolling Average
***Remaining capacity subject to change without notice - This is neither a commitment nor a reservation of this capacity.
****Based on 100 gallons/capita/day or 250 gallons/unit/day in accordance with Section 10 of the City's Concurrency Technical Manual
Water is reserved for this project only upon issuance of a Water Supply Capacity Allocation Permit in accordance with City Code Section 21-50.

Wastewater

Total Wastewater Capacity*		6.750 MGD
Less Current Demand**		4.688 MGD
Less Future Commitments (FDEP Permits)		0.569 MGD
Remaining Capacity***		1.493 MGD
Estimated Unit Based Wastewater Demand******	1,000.00	0.2250 MGD

*Total Wastewater Capacity based on Design capacity of Blue Heron and Osprey Treatment Facilities
**12 Month Rolling Average
***Remaining capacity subject to change without notice - This is neither a commitment nor a reservation of this capacity.
****Based on 75 gallons/capita/day or 225 gallons/unit/day in accordance with Section 10 of the City's Concurrency Technical Manual

Traffic Circulation

Primary Access

Street Name: SR 407 (Challenger Pkwy) **Adopted LOS:** C **Max Capacity:** 15,300 ADT

Current Conditions

Roadway Segment: I95 - Shepard Dr
2025 E+C Count: 11,470 ADT
Volume/Count Ratio: 0.75

Future Conditions

Roadway Segment:
Existing + New Count: 14,077 ADT
Volume/Count Ratio: 0.92

Secondary Access

Street Name: Grissom Pkwy **Adopted LOS:** **Max Capacity:** 36,600 ADT

Current Conditions

Roadway Segment: Kings Hwy - Shepard Dr.
2025 E+C Count: 9,680 ADT
Volume/Count Ratio: 0.26

Future Conditions

Roadway Segment:
Existing + New Count: 11,901 ADT
Volume/Count Ratio: 0.33

Institute of Transportation Engineers (ITE) Index Number*:	140 Index
Average Vehicle Trips per Unit on a Weekday:	4.87 ADT
Total Average Vehicle Trips for this Development on a Weekday:	4,828 ADT

* Institute of Transportation Engineers Trip Generation rates or Latest Edition. [Sec. 10.3.1.2 of the Transportation Technical Manual]

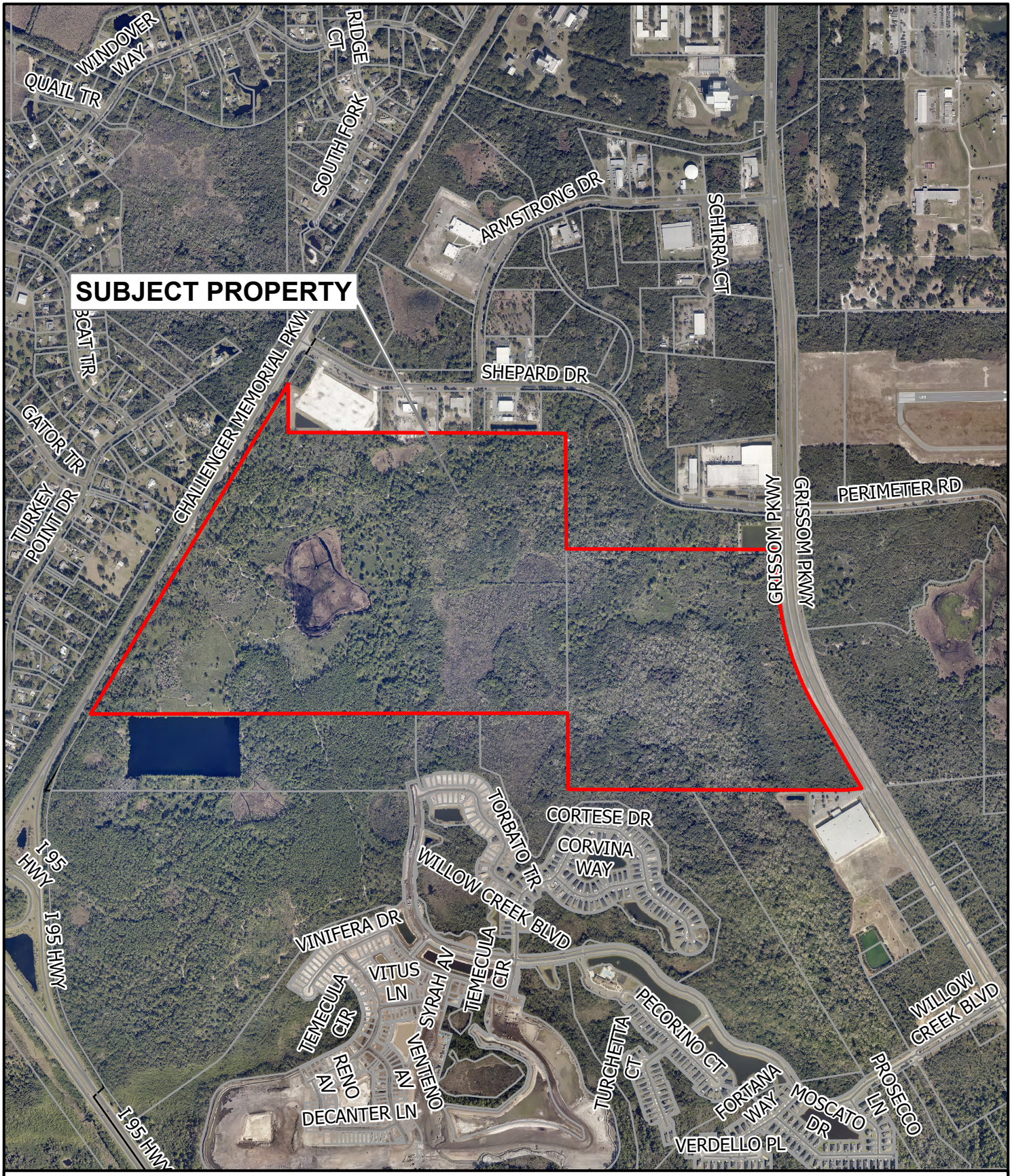
Recreation/Open Space

City Population:	49,085	**Required Recreation/Open Space:**	392.68 AC
Adopted LOS (acres/1,000 population):	8	**Current Recreation/Open Space:**	566.60 AC
		Existing Available Recreation/Open Space Capacity:	173.92 AC
Project Population:	-	**Required Recreation/Open Space:**	AC
		Remaining Recreation/Open Space Capacity:	173.92 AC

Staff Comments

A Traffic Study **is** required.

Evaluated By: AS, KO, CA **Evaluation Expiration Date:** 12/14/2026



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Aerial 2025

CPA #1-2026

0 750 1,500 3,000 Feet

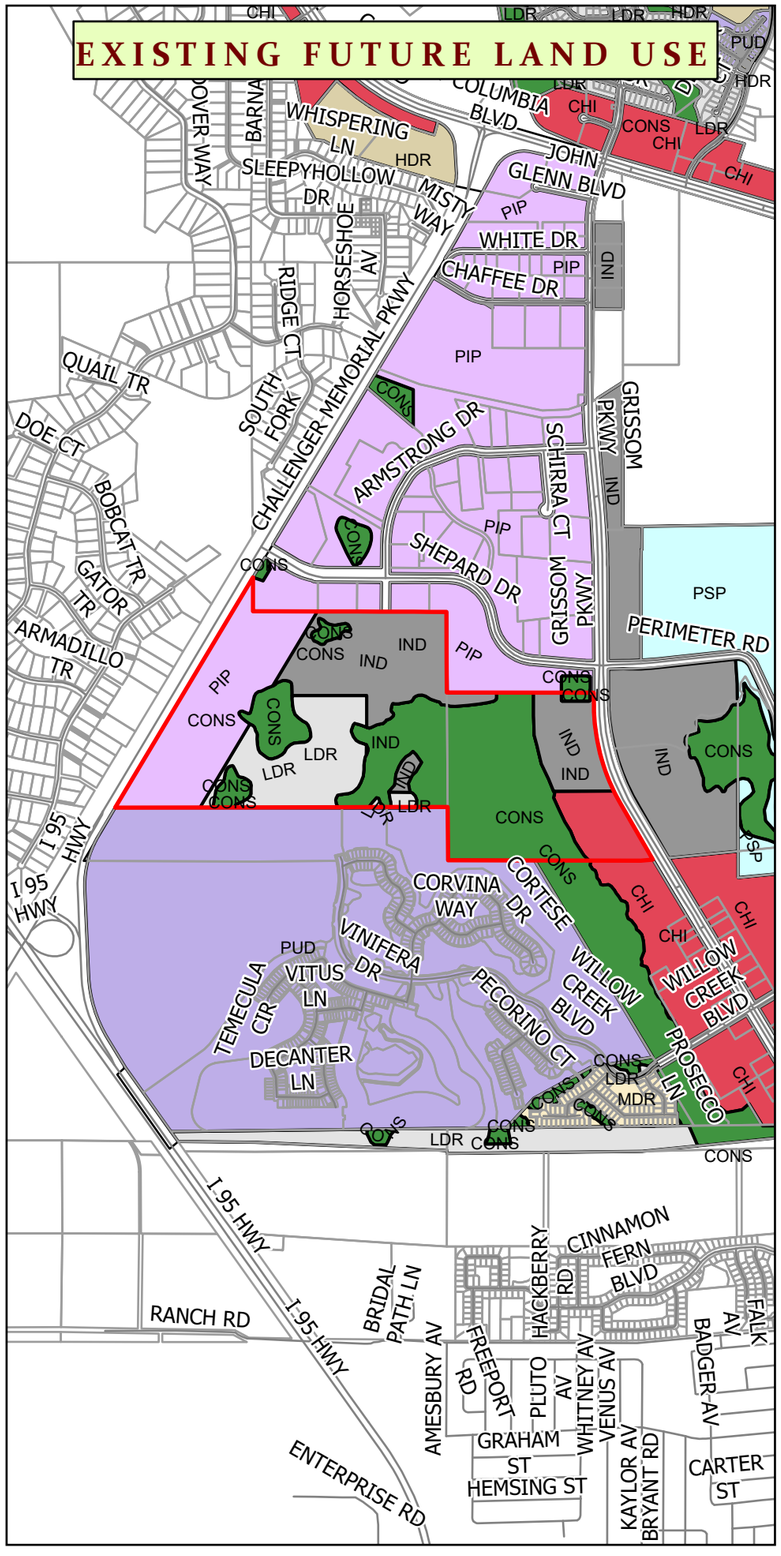
Community Development Department

Aerial photography provided by the Brevard County Property Appraiser's Office

6/25/2026

SSA #2-2024

EXISTING FUTURE LAND USE



EXISTING FLU ACREAGE

CONS: 38.36 AC
LDR: 29.14 AC

PROPOSED FLU ACREAGE

CONS: 49.06 AC
LDR: 17.44 AC

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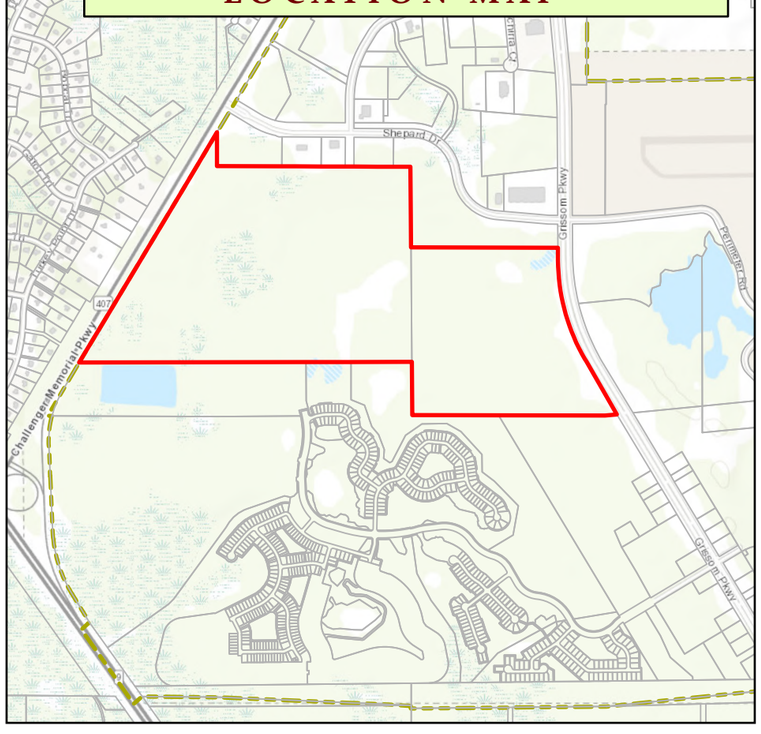
ProposedFLU_Upda

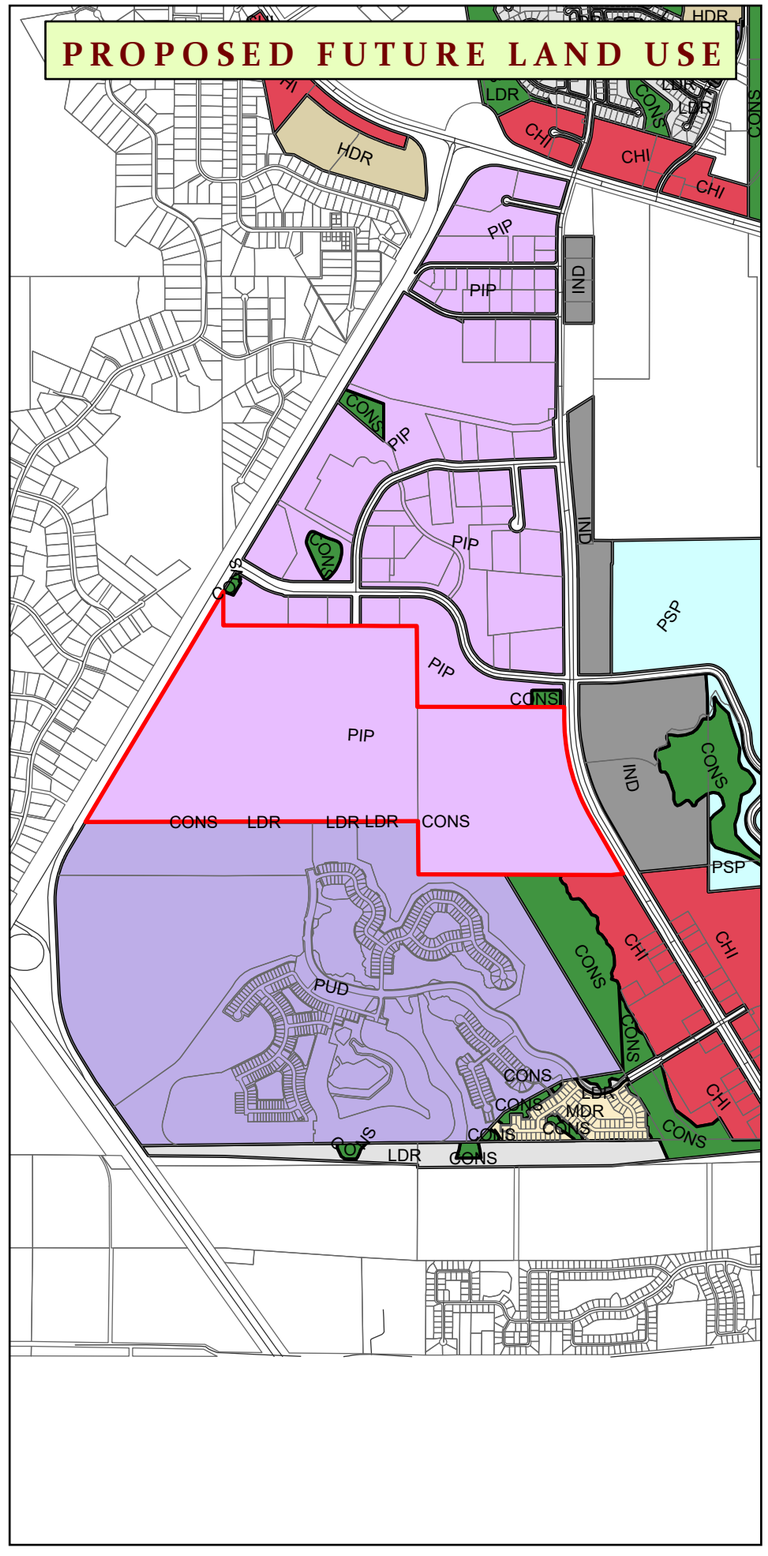
- Commercial-High Intensity
- Commercial-Low Intensity
- Conservation
- Downtown Mixed Use
- Educational
- High Density Residential
- Industrial
- Low Density Residential
- Medium Density Residential
- Planned Industrial Park
- Planned Unit Development
- Public/Semi-Public
- Recreational
- Regional Mixed Use
- Residential One
- Residential Two
- Shoreline Mixed
- US-1 Corridor
- Urban Mixed Use

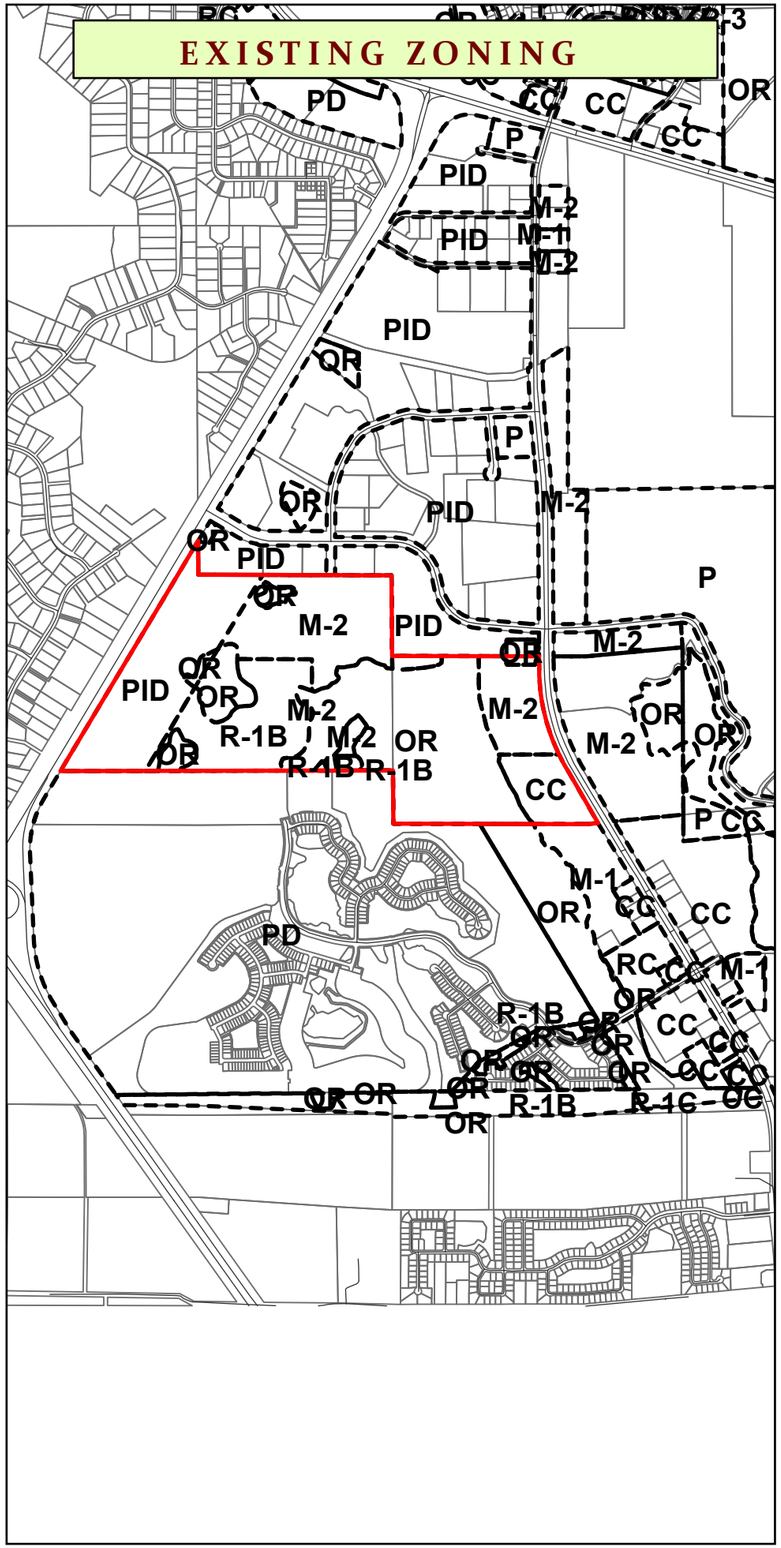
0 2,100 4,200 8,400 Feet

LOCATION MAP



PROPOSED FUTURE LAND USE





SSA #X-20XX

EXISTING ZONING ACREAGE

R-1B: AC

PROPOSED ZONING ACREAGE

R-3: AC

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W E
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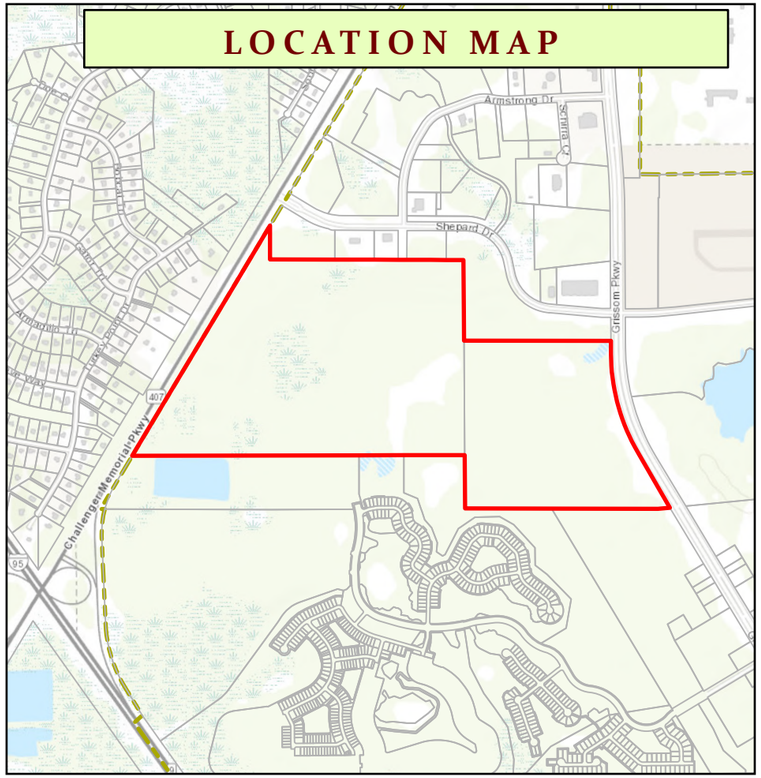
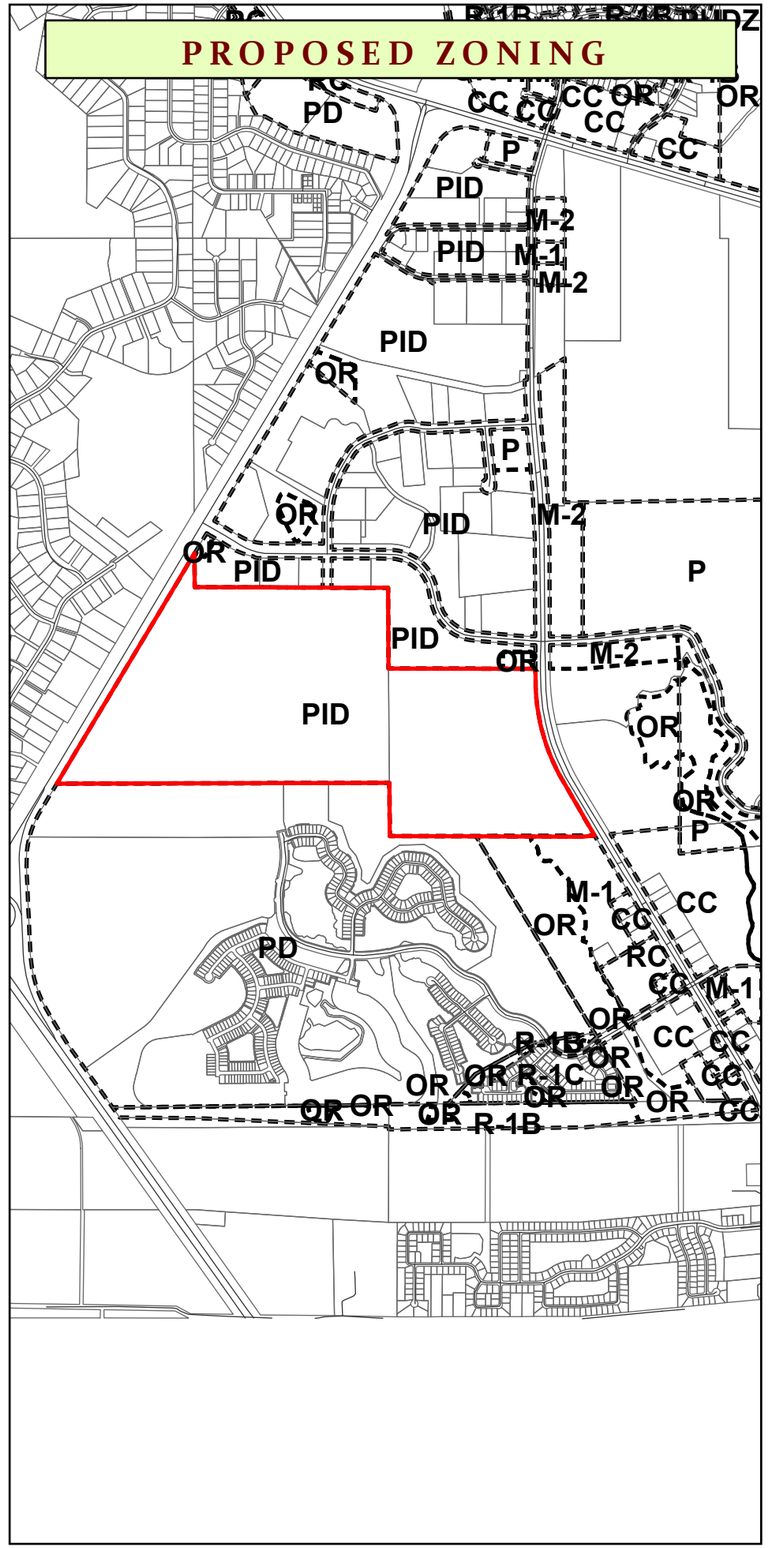
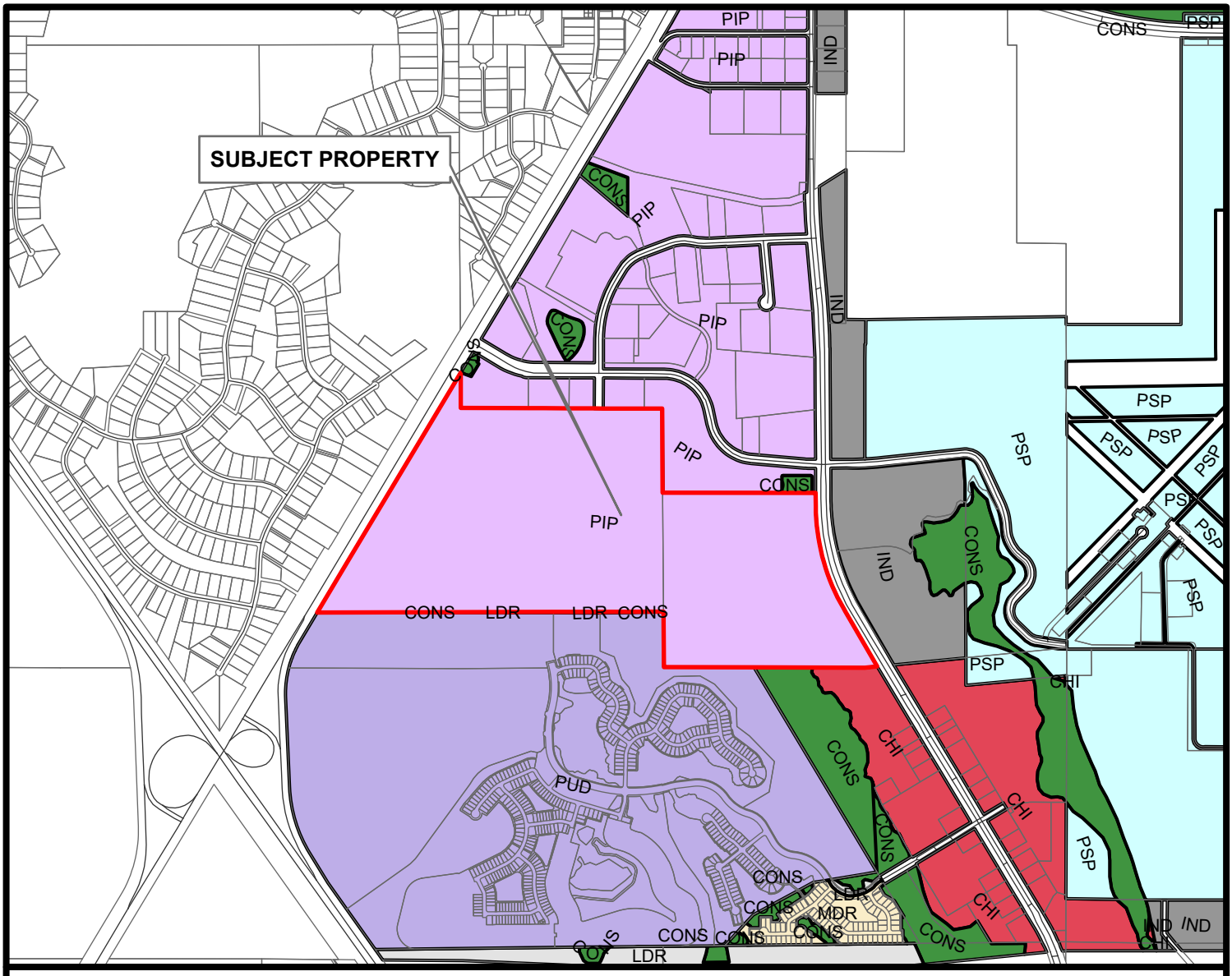
0 2,050 4,100 8,200 Feet







PROPOSED FUTURE LAND USE MAP

CHI	COMMERCIAL HIGH INTENSITY	ED	EDUCATIONAL	PIP	PLANNED INDUSTRIAL PARK	RES-2	RESIDENTIAL-2
CLI	COMMERCIAL LOW INTENSITY	IND	INDUSTRIAL	PSP	PUBLIC/ SEMI-PUBLIC	RMU	REGIONAL MIXED USE
CONS	CONSERVATION	HDR	HIGH-DENSITY RESIDENTIAL	PUD	PLANNED UNIT DEVELOPMENT	SMU	SHORELINE MIXED-USE
DMU	DOWNTOWN MIXED-USE	MDR	MEDIUM-DENSITY RESIDENTIAL	REC	RECREATIONAL	UMU	URBAN MIXED-USE
		LDR	LOW-DENSITY RESIDENTIAL	RES-1	RESIDENTIAL-1	US1	US-1 CORRIDOR

Subject

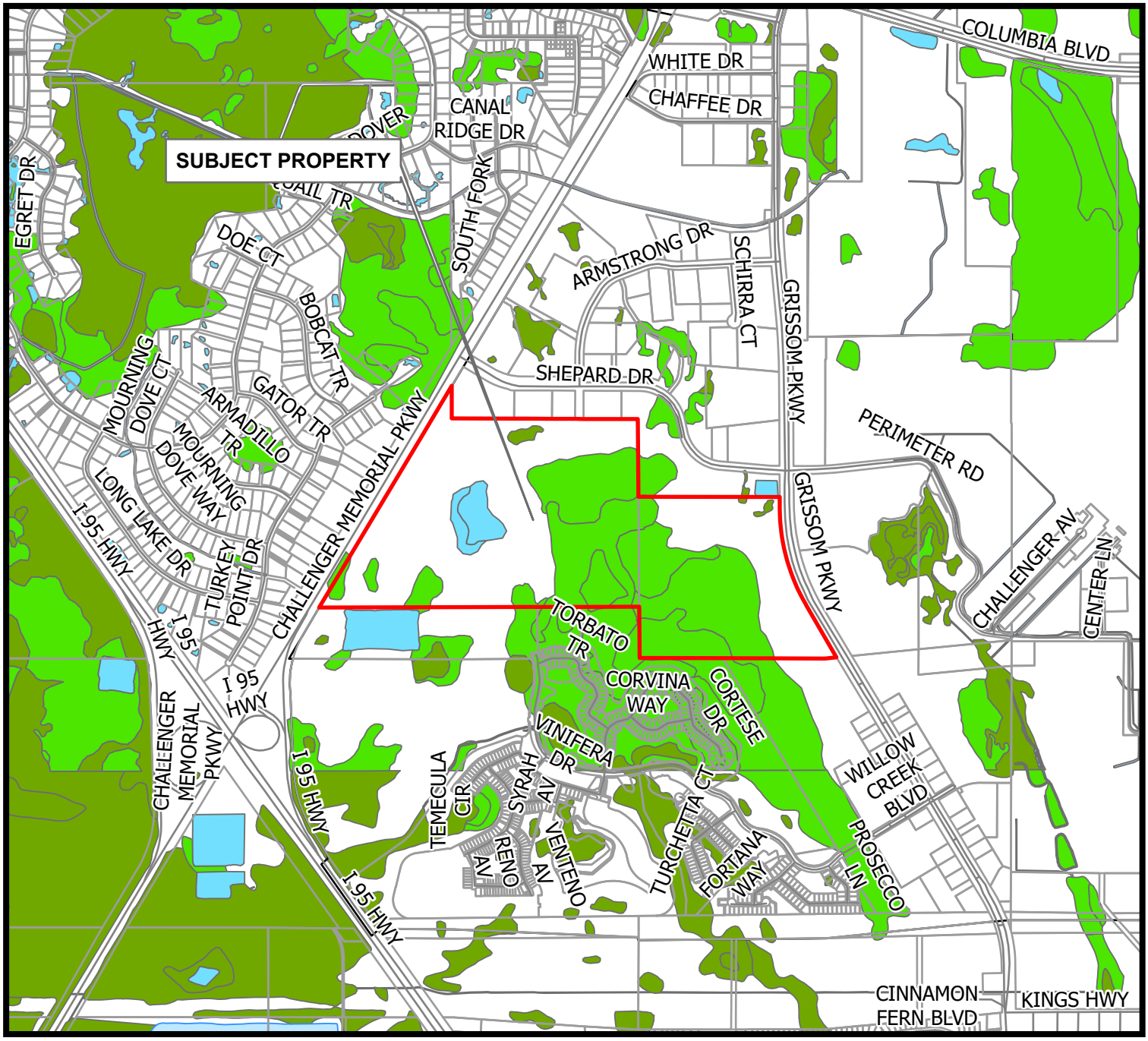
Local Roads

N W E S

0 1,000 2,000 4,000 Feet

Community Development Department

6/29/2026



WETLANDS IN VICINITY OF PROPERTY

CPA #1-2026

N
W E
S

TITUSVILLE, FLORIDA
FOUNDED 1867

WETLAND_TY

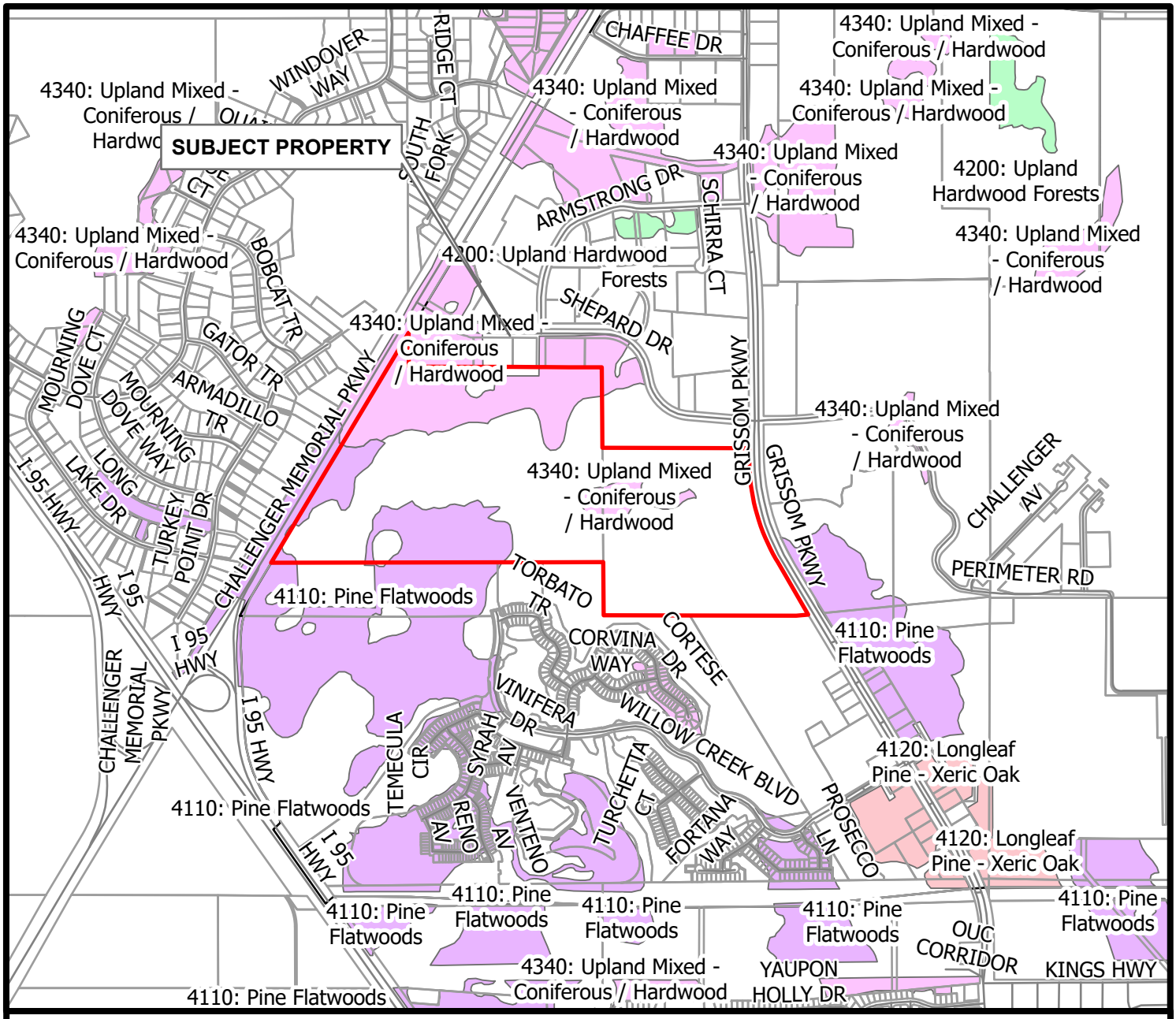
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine

6/29/2026

Scale:1:25,000

Community Development Department
Source: USFWS NWI (2025)

This data set represents the approximate location and type of wetlands and deepwater habitats. The primary intended use is for regional and watershed data display and analysis, rather than specific project data analysis.



SJRWMD Florida Land Use Cover Classification System
Upland Forests - 4000 Series
CPA #1-2026

LANDCOVER DESCRIPTION

- 4110: Pine Flatwoods
- 4120: Longleaf Pine - Xeric Oak
- 4200: Upland Hardwood Forests
- 4340: Upland Mixed - Coniferous / Hardwood

N W E S

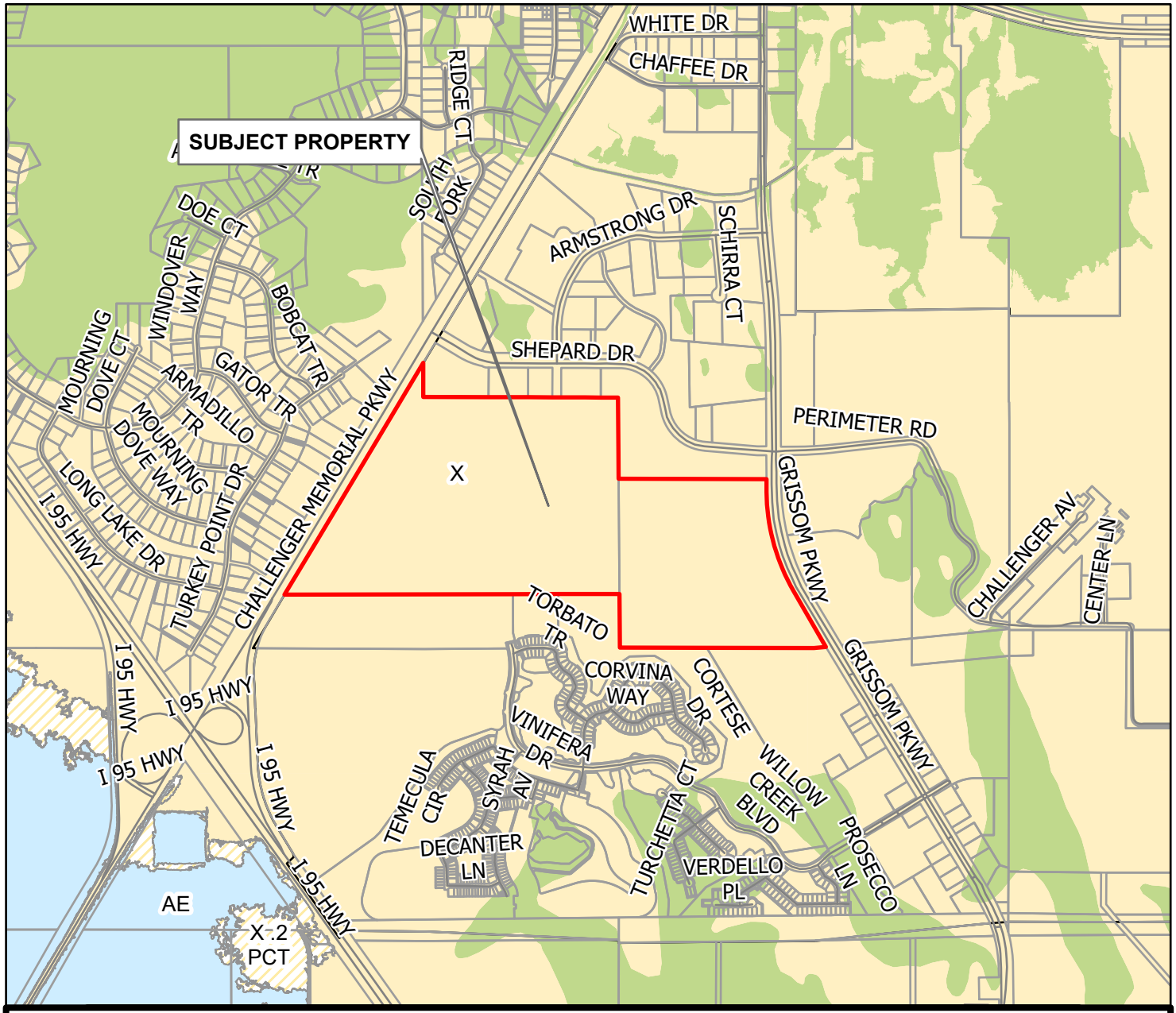
0 1,000 2,000 4,000 Feet

Community Development Department

6/29/2026

This dataset (2017) is a compilation of the Land Use/Land Cover datasets created by St. John's River Water Management District

G:\GIS_Share\Planning Templates\ArcPro\PlanningMaps\PlanningMaps.aprx



FEMA FLOOD HAZARD AREAS

CPA #1-2026

Special Flood Hazard Area Zones

- A
- A0
- AE
- AO
- VE

Moderate Flood Hazard Area Zone

- X5

Minimal Flood Hazard Zones

- C
- X
- X .2 PCT

Other Flood Zone Areas

- D
- FW

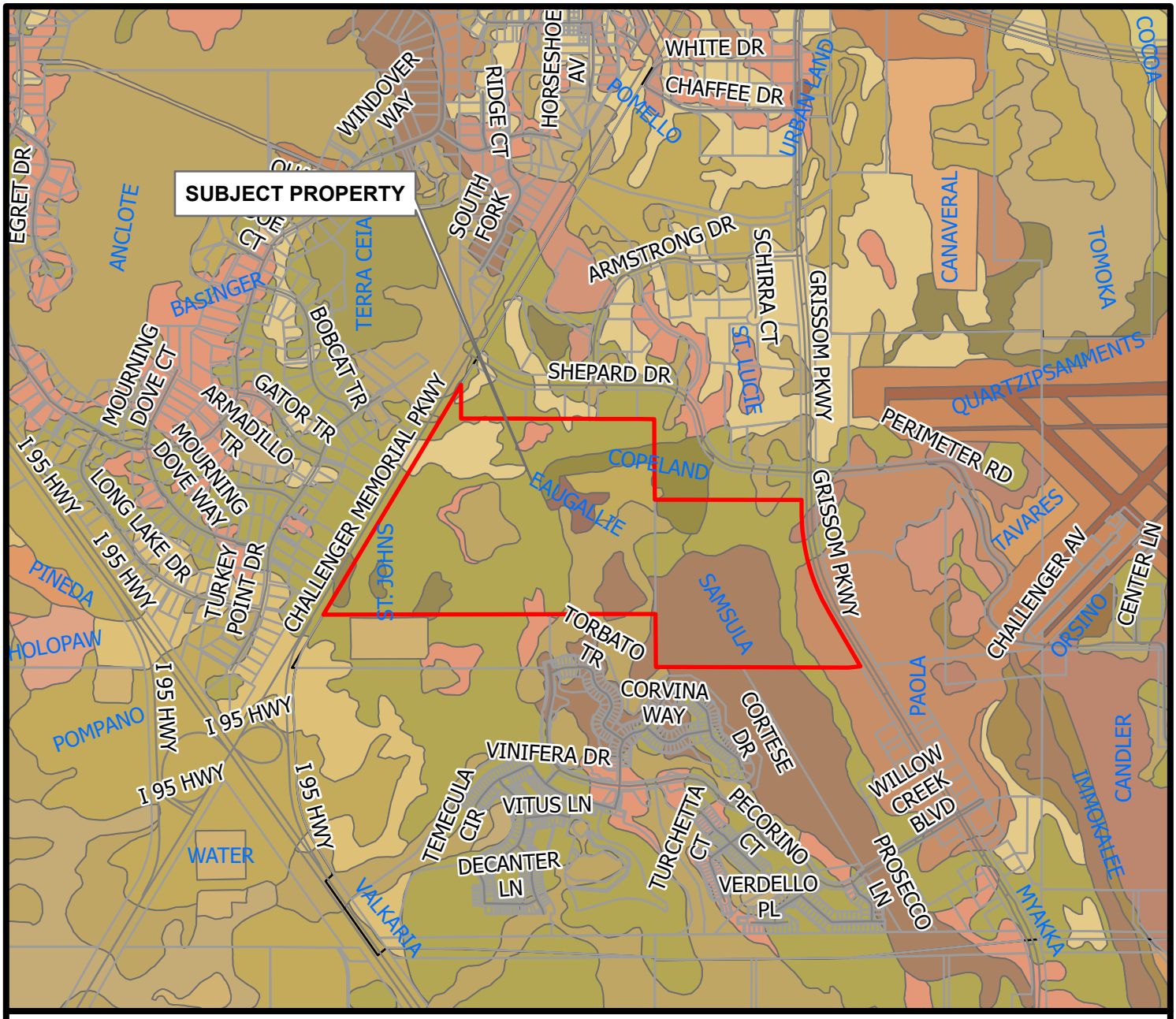
N W E S

0 1,050 2,100 4,200 Feet

Community Development Department

Source: FEMA FHA Update, 01/29/2021

6/29/2026



SOILS IN THE VICINITY OF SUBJECT PROPERTY
CPA #1-2026

- ANCLOTE
- BASINGER
- CANAVERAL
- CANDLER
- COCOA
- COPELAND
- EAUGALLIE
- FLORIDANA
- HOLOPAW
- IMMOKALEE
- MYAKKA
- ORSINO
- PAOLA
- PINEDA
- POMELLO
- POMPANO
- QUARTZIPSAMMENTS
- SAMSULA
- ST. JOHNS
- ST. LUCIE
- TAVARES
- TERRA CEIA
- TOMOKA
- URBAN LAND
- VALKARIA
- WATER

N W E S

0 1,000 2,000 4,000 Feet

Community Development Department

6/29/2026

Soils data source: The U.S. Department of Agriculture, Natural Resources Conservation Service. (2024)

M-1-26
LM

CITY OF TITUSVILLE
NOTICE OF PUBLIC HEARINGS REGARDING TEXT AMENDMENT TO THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN AND NOTICE OF LAND USE CHANGE

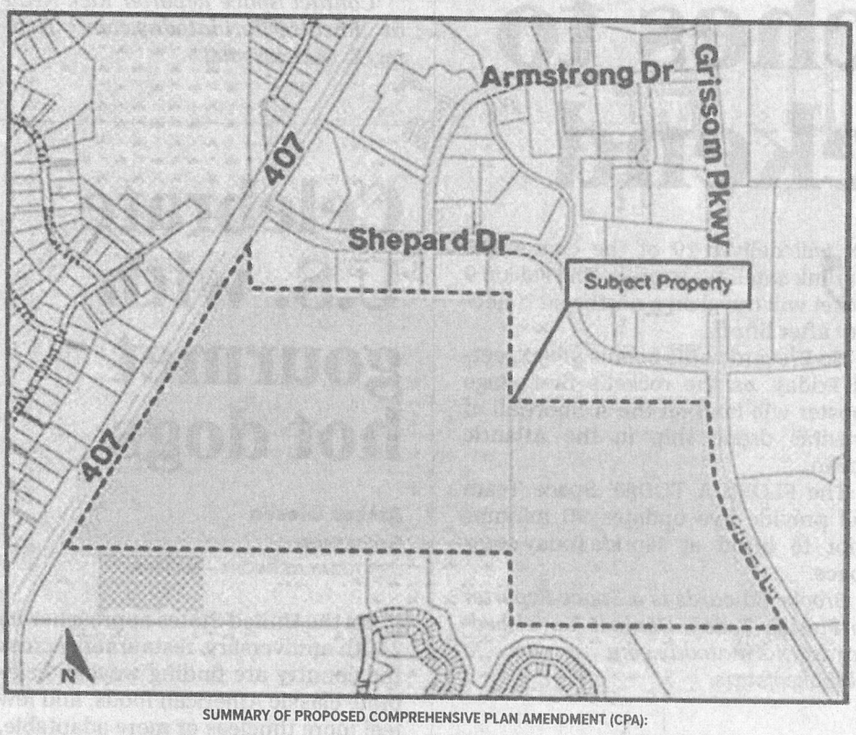
PLEASE TAKE NOTICE the City of Titusville, Florida, proposes to amend Policy 1.8.14 of the Future Land Use Element of the City of Titusville Comprehensive Plan and authorize transmittal of the proposed amendment to the Florida Department of Commerce **(Comprehensive Plan Amendment Application No. 2-2026).**

PLEASE ALSO TAKE NOTICE the City of Titusville, Florida, proposes to change the permitted use of land within the area shown in the map below and to authorize transmittal of the proposed City of Titusville Comprehensive Plan Future Land Use Map amendment to the Florida Department of Commerce **(Comprehensive Plan Amendment Application No. 1-2026).**

The Titusville City Council will hold transmittal public hearings at its regular meeting on Tuesday, July 14, 2026. The meeting will begin at 6:30 p.m. and will be held in the Council Chamber on the second floor of City Hall, which is located at 555 South Washington Avenue, Titusville, Florida 32796.

The Planning and Zoning Commission, acting as Local Planning Agency, will hold transmittal public hearings at its regular meeting on Wednesday, July 8, 2026, commencing at 6:00 p.m., also in the Council Chamber on the second floor of City Hall, to make its recommendations to City Council.

PROPOSED FUTURE LAND USE MAP AMENDMENT



SUMMARY OF PROPOSED COMPREHENSIVE PLAN AMENDMENT (CPA):

AMENDMENTS	IDENTIFICATION
#2026-1	Change the future land use designations from Industrial, Low Density Residential, Conservation, Commercial High Intensity, and Planned Industrial Park to Planned Industrial Park with Master Plan for a +/-353.55 acre property located South of Shepard Drive, East of S.R. 407, and West of Grissom Parkway (Parcel ID Nos. 23-35-04-00-7 and 23-35-03-BB-*-225).The application was submitted by Satya Madivala with permission of the Titusville-Cocoa Airport Authority, Owner.
#2026-2	Amend the Comprehensive Plan, specifically amending Policy 1.8.14 of the Future Land Use Element.

Interested parties may appear at said meetings and be heard with respect to transmittal of the proposed Comprehensive Plan Amendment (CPA) applications. The proposed amendments may be inspected by the public in the City of Titusville Planning Department during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. (excluding holidays and weekends). All interested parties are hereby advised that they may appear at said meetings and public hearings and be heard with respect to the proposed Comprehensive Plan Amendment.

Any person who decides to challenge or appeal any decision of the City Council or the Planning and Zoning Commission, acting as Local Planning Agency, with respect to any matter being considered at these meetings will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

Wanda F. Wells, MMC, City Clerk, Titusville City Hall
555 S. Washington Avenue, P.O. Box 2806, Titusville, Florida 32781-2806
Phone: (321) 567-3686 and Fax: (321) 383-5704

FT-44277404

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

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

Department/Office: Planning

Recommended Action:

Consider the request for Conditional Use Permit No. 9-2025 to allow a convenience store at Parcel ID # 21-35-28-00-279, within the Community Commercial (CC) zoning district. **(This item was considered at the regular City Council meeting on June 9, 2026 and tabled to this meeting.)**

On June 17, 2026, the Planning and Zoning Commission recommended approval with the following conditions: (1) A traffic study be provided; (2) Recorded cross access easement; and (3) A trail crossing safety plan be provided. Approved, 5-0.

Summary Explanation & Background:

On June 9, 2026, the applicant requested and City Council approved continuing this item to the July 14, 2026 regular City Council meeting.

The applicant is requesting a Conditional Use Permit to establish a convenience store with fuel pumps on a 2.64-acre portion of a 14.70-acre parcel located at the south-west corner of Dairy Road and North U.S. Highway 1 within the Community Commercial (CC) zoning district. The proposed convenience store is approximately 4,853 square feet in size and includes 14 fueling stations. Convenience stores located within the Community Commercial zoning district are required to obtain a Conditional Use Permit. The property was rezoned from Industrial (M-2) to Community Commercial (CC) by Ordinance No. 18-2017.

This segment of the U.S. Highway 1 corridor reflects a mix of residential, commercial, industrial, and institutional uses. The site also fronts the Coast-to-Coast Trail, a paved multi-use trail that parallels U.S. Highway 1 and serves as a significant regional connector for bicyclists and pedestrians. The additional frontage on Dairy Road, a designated collector roadway, provides additional access opportunities and links the site to nearby residential neighborhoods and supporting uses.

The revised concept plan removes the previously proposed driveway crossing over the Coast-to-Coast Trail along U.S. Highway 1 and instead proposes access through an existing shared driveway connection to the adjacent parcel to the south. The revised access configuration includes two access points on Dairy Road and avoids the creation of an additional trail conflict point along the regional trail corridor.

Staff recommends Approval of CUP No. 9-2025 as submitted. As presented, the proposed convenience store use and site layout are compatible with the surrounding area and applicable Comprehensive Plan policies. The applicant has also provided information addressing the operational standards for convenience stores contained in Section 28-112(c)(1) of the Land Development Regulations, including hours of operation, security measures, visibility requirements, and confirmation that no coin-operated amusement devices are proposed.

Alternatives:

1. Approve the CUP as presented.
2. Approve the CUP with conditions.
3. Deny the CUP.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Staff Report CUP #9-2025 - 2.0
2. Code
3. Survey
4. Maps
5. Site Plan w/ Aerial
6. Site Plan w/ No Aerial
7. Blackfin Owner Authorization Kim Rezanka
8. Code
9. Owner Authorization Form
10. Owner authorization
11. 04 - (CUP) - CONDITIONAL USE PERMIT_TITUSVILLE - Signed

12. ALTA Survey
13. warranty deed 15260950
14. Legal Ad_CUP 9-2025_May 2026 Advertising

City of Titusville

Planning Department Staff Report

Conditional Use Permit

CUP No. 9-2025 – 7-Eleven

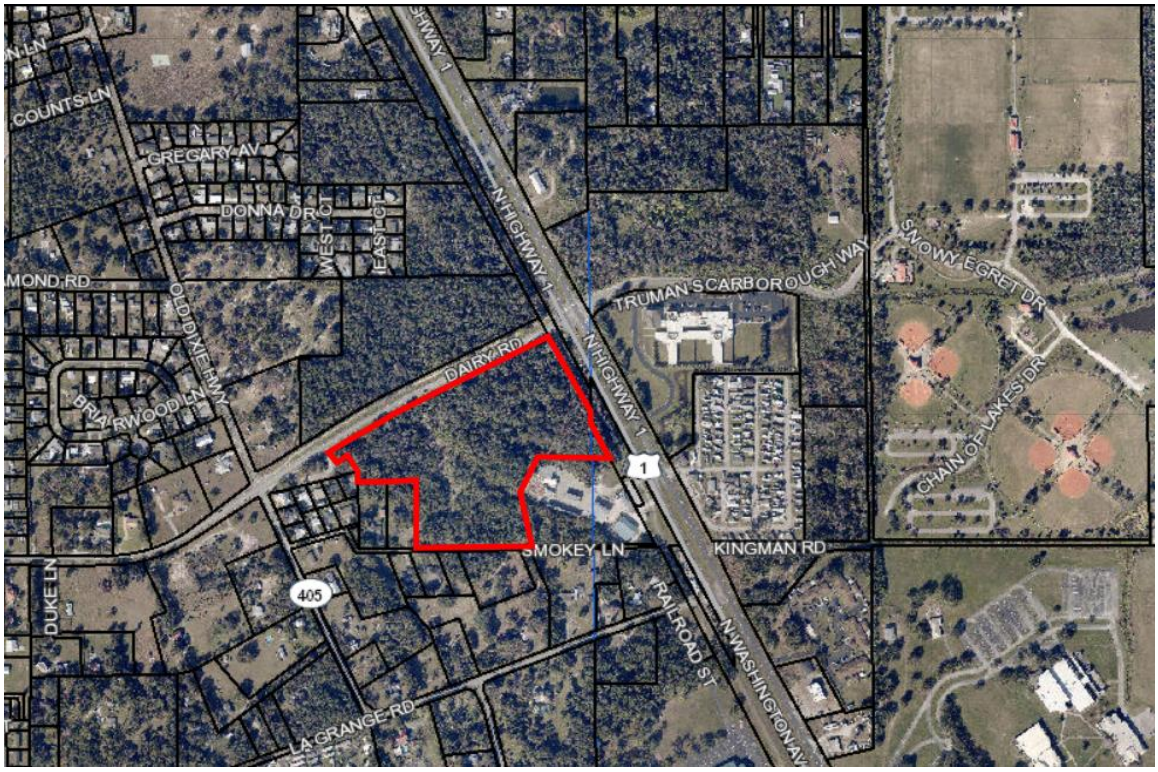
Meeting Dates:	*Planning and Zoning Commission:*	*June 3, 2026*
	City Council Public Hearing:	*June 9, 2026*
Prepared By:	Tabitha Armstrong, AICP - Planner	
Applicant(s):	Nathan Landers with permission from Daniel Gohari, authorized agent for the owner, Chalav LLC.	
Applicant's Request:	Approval of a Conditional Use Permit to allow a convenience store at Parcel ID # 21-35-28-00-279, within the Community Commercial (CC) zoning district.	
Staff Recommendation:	Approve CUP No. 9-2025	

BACKGROUND INFORMATION

The applicant is requesting a Conditional Use Permit to establish a convenience store with fuel pumps on a 2.64-acre portion of a 14.70-acre parcel located at the northeast corner of Dairy Road and North U.S. Highway 1 within the Community Commercial (CC) zoning district. The proposed convenience store is approximately 4,853 square feet in size and includes 14 fueling stations. Convenience stores located within the Community Commercial zoning district are required to obtain a Conditional Use Permit. The property was rezoned from Industrial (M-2) to Community Commercial (CC) by Ordinance No. 18-2017.

This segment of the U.S. Highway 1 corridor reflects a mix of residential, commercial, industrial, and institutional uses. The site also fronts the Coast-to-Coast Trail, a paved multi-use trail that parallels U.S. Highway 1 and serves as a significant regional connector for bicyclists and pedestrians. The additional frontage on Dairy Road, a designated collector roadway, provides additional access opportunities and links the site to nearby residential neighborhoods and supporting uses.

AERIAL MAP



PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Existing Use	Future Land Use	Zoning
Vacant Commercial	Commercial High Intensity	Community Commercial (CC)

SURROUNDING PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Location	Use	Future Land Use	Zoning
North	Vacant – Proposed 138 Apartment Units	Medium Density Residential	Planned Development (PD)
South	Lumber yard	Industrial	Industrial (M-2)
	Single Family Residential	Unincorporated Brevard	Unincorporated Brevard
East	Behavioral Health	Unincorporated Brevard	Unincorporated Brevard

Location	Use	Future Land Use	Zoning
	Manufactured Housing	Unincorporated Brevard	Unincorporated Brevard
West	Single Family Residential	Unincorporated Brevard	Unincorporated Brevard

STAFF ANALYSIS

The proposed development includes a convenience store with fuel pumps within the Community Commercial zoning district. The site is situated at the intersection of U.S. Highway 1 and Dairy Road. The surrounding corridor is characterized by a blend of commercial and residential properties with nearby industrial and institutional uses. The proposed development fits within the overall intensity and character of this portion of the City.

The site includes frontage on both U.S. Highway 1 and Dairy Road. The revised concept plan identifies two ingress/egress points on Dairy Road and proposes cross-access to the adjacent parcel to the south through an existing shared driveway connection to U.S. Highway 1. The East Central Regional Rail Trail, also referred to as part of the Coast-to-Coast Trail network, runs parallel to U.S. Highway 1 along the property's western edge and functions as a continuous regional multimodal facility serving pedestrians and bicyclists in addition to vehicular traffic along the corridor. The City's Comprehensive Plan calls for on-site circulation and access design to account for all user types, including motor vehicles, bicycles, and pedestrians.

The original concept plan included a proposed new driveway crossing of the East Central Regional Rail Trail from U.S. Highway 1. The revised concept plan has removed the proposed new crossing and instead utilizes an existing access point through the adjacent parcel to the south. As a result, the proposal no longer introduces an additional trail conflict point along the shared-use path corridor.

The revised access configuration is more consistent with the Titusville Comprehensive Plan and state-recognized transportation design guidance related to shared-use paths. The Florida Department of Transportation (FDOT) Design Manual, Section 224.1.4, states that "special attention should be paid to minimizing and managing conflict points along shared use paths." By utilizing the existing shared driveway connection rather than constructing a new vehicular crossing over the trail, the revised concept plan reduces potential conflicts between vehicular and multimodal traffic along the East Central Regional Rail Trail corridor.

The proposed cross-access arrangement also supports Comprehensive Plan strategies encouraging interconnected access systems and minimizing unnecessary driveway connections along major roadways. Based on the revised access configuration and removal of the proposed new trail crossing, staff no longer identifies the prior access concern associated with the original concept plan.

Conditional Use Criteria

Section 34-76 of the LDRs states that before any Conditional Use is granted, City Council shall apply the standards set forth below and shall determine that satisfactory provisions and

arrangements of the following factors have been met by the petitioner, where applicable. The following are staff's findings based on the CUP request.

1) Compliance with all elements of the Comprehensive Plan.

Staff comment: The application is consistent with the comprehensive plan. The convenience store with fuel pumps and the proposal to share and improve an existing driveway crossing over the trail are consistent with the Future Land Use, Transportation and Open Space and Recreation Elements of the comprehensive plan. The retail use is consistent with the commercial land use category. The applicant will not create additional conflicts then is necessary by using an existing shared driveway consistent with the access management policies. Finally, the improvement of an existing driveway is consistent with the conservation and recreation policies.

2) Ingress and egress to the property and proposed structure with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

Staff comment: The property has frontage on a collector roadway (Dairy Road) and an arterial roadway (U.S. Highway 1). The revised concept plan shows two ingress/egress points on Dairy Road and proposes cross-access through an existing shared driveway connection to U.S. Highway 1 via the adjacent parcel to the south. The revised access configuration removes the previously proposed new driveway crossing over the Coast-to-Coast Trail and instead utilizes an existing trail crossing location. No residential streets would be affected by the proposed commercial traffic. The revised access arrangement improves consistency with the City's multimodal transportation objectives by avoiding the creation of an additional trail conflict point while still providing adequate ingress and egress to serve the site.

3) Nuisance factors detrimental to adjacent and nearby properties and the City as a whole. Nuisance factors shall include but not necessarily be limited to noise, odor, smoke, glare, electrical interference and/or mechanical vibrations.

Staff comment: The proposed convenience store with fuel pumps is situated in an area with a mix of residential, industrial, and commercial uses. To the north, the site abuts a vacant parcel approved for a multifamily residential development. Properties to the south include a lumber yard and single-family residential in unincorporated Brevard County. Additional residential and behavioral health uses are present to the east and west.

Typical nuisance factors associated with convenience stores, such as lighting, customer activity, and operational noise, can be addressed through the City's Land Development Regulations. Buffering and lighting standards will ensure that illumination from the canopy and parking areas is properly shielded. Noise generated by on-site activity is expected to be consistent with commercial operations already present in the general area. No additional nuisance factors related to odor, smoke, glare, electrical interference, or mechanical vibration are anticipated beyond what can be mitigated during the site plan review process.

4) Adopted level of service for solid waste disposal, potable water, or wastewater shall not be exceeded.

Staff comment: The proposed convenience store with seven multi-product dispensers (14 fueling positions) was reviewed as part of the City's preliminary concurrency assessment

and was found to meet the adopted level of service standards for potable water, wastewater, and solid waste. The development is not anticipated to generate demands that would exceed the City's available service capacity. The Public Works Department did not express any concerns related to the request.

5) Screening and buffering with reference to type, dimensions and character.

Staff comment: Landscaping and buffering will be reviewed during the formal site plan process and will be required to meet all applicable provisions of the City's Land Development Regulations. The concept plan submitted for the Conditional Use Permit demonstrates that the site has adequate area to accommodate the minimum required buffer dimensions. At the time of site plan review, compliance with required buffer widths and planting standards will be evaluated based on the adjacent residential, institutional, and industrial uses surrounding the property.

6) Signs and proposed exterior lighting with reference to glare, traffic safety, economic effect and compatibility and harmony with properties in the district.

Staff comment: No unique signage or exterior lighting impacts are anticipated beyond those typically associated with convenience stores. All signage is permitted separately and will be reviewed for consistency with the City's Land Development Regulations at the time of submittal. Site lighting associated with the building, parking areas, and fueling canopy will also be reviewed during the formal site plan process to ensure compliance with lighting and shielding requirements. A photometric plan will be required to confirm that lighting levels and fixture placement remain compatible with surrounding residential and mixed-use properties.

7) Hours of operation shall be consistent with surrounding properties.

Staff comment: The applicant has indicated that the facility will operate 24 hours a day. Staff finds that the proposed 24-hour operation is generally consistent with the hours of operation of other convenience store and fueling uses in the surrounding area.

8) Off street parking and loading area where required with particular attention to ingress and egress.

Staff comment: The proposed site is consistent with the minimum parking requirements for Retail Sales and Services outlined in Table 9.16.4 of the Technical Manual.

9) Required yards and other open spaces.

Staff comment: The development will be required to meet all minimum yard and buffer requirements established in the Land Development Regulations for commercial use. The Conditional Use Permit concept plan does not include detailed yard or buffer measurements; however, compliance will be verified during the formal site plan review. There are no additional open space requirements associated with the proposed convenience store use.

10) General compatibility with adjacent properties and other properties in the district AND

11) Whether the proposed change is out of scale with the needs of the neighborhood or the City.

Staff comment: The proposed convenience store with fuel pumps is generally compatible with the mix of surrounding land uses, which include residential, commercial, industrial, and institutional properties. The use is consistent with the Community Commercial (CC) zoning district and is similar in scale and intensity to other commercial activities along U.S. Highway 1 and Dairy Road. The scale of the proposed development is not anticipated to be out of scale with the needs of the surrounding area or the City.

12) Special requirements set out in the schedule of district regulations for the particular use involved.

Section 28-112(c)(1) of the Zoning Code requires a convenience store to meet the following use standards.

a. Shall be free of all obstructions of view from the adjacent street to the main store windows giving a clear and unobstructed view of the cashier's station including obstructions of landscaping and gasoline service islands.

Staff comment: The applicant has indicated that the cashier's view will be unobstructed and that the development will comply with the visibility requirements of LDR Sec. 28-112(c)(1)(a). Based on the information provided, staff finds that the applicant has indicated compliance with this standard.

b. Shall have appropriate security systems to include, but not be limited to, the following: convenience store shall be equipped with cameras with video retrieval capabilities. This requirement shall be exempted if the convenience store employs two (2) or more employees at the same time between the hours of 11:00 p.m. and 7:00 a.m. or if the convenience store closes on a permanent basis by 11:00 p.m.

Staff comment: The applicant has indicated that the facility will be equipped with interior and exterior security cameras with video retrieval capabilities and that overnight staffing is commonly two employees, as determined by the franchisee. Based on the information provided, staff finds that the applicant has indicated compliance with the requirements of LDR Sec. 28-112(c)(1)(b).

c. Shall not have as a part of its operation coin operational amusement devices.

Staff comment: The applicant has confirmed that no coin-operated amusement devices are proposed as part of the project. Based on the information provided, staff finds that the applicant has indicated compliance with this standard.

RECOMMENDATION

Staff recommends **Approval** of CUP No. 9-2025 on condition that the utilization of the existing driveway located at the Brevard Lumber property at 1480 N Washington Avenue be improved to meet applicable local and state safety standards for pedestrians and bicyclists using the trail. The revised concept plan removes the previously proposed driveway crossing over the Coast-to-Coast Trail along U.S. Highway 1 and instead proposes access through an existing shared driveway connection to the adjacent parcel to the south. As presented, the proposed convenience store use and site layout are compatible with the surrounding area and applicable Comprehensive Plan policies.

Sec. 28-112. Convenience store (without retail gasoline sales).

(a) *Districts where permitted.*

RE	RR	R-1A	R-1B	R-1C	R-2	R-3	RMH-1	RMH-2	RHP	
HM	T	NC	CC	RC	OP	M-1	M-2	M-3	PID	
	L	C	C	L						

GU	OR	P	DMU				UMU	SMU	RMU					UV	IRCN	
			D	U	M	C			100	200	300	400	500			
			L	L	C	C	L			C	L	L			C	

(b) *Definition.* "Convenience stores:" As defined by Section 500.03, Florida Statutes, as may be amended.

(c) *Standards for permitted uses with limitations.*

(1) Convenience stores, in any zoning district:

a. Shall be free of all obstructions of view from the adjacent street to the main store windows giving a clear and unobstructed view of the cashier's station including obstructions of landscaping and gasoline service islands.

b. Shall have appropriate security systems to include, but not be limited to, the following: convenience store shall be equipped with cameras with video retrieval capabilities. This requirement shall be exempted if the convenience store employs two (2) or more employees at the same time between the hours of 11:00 p.m. and 7:00 a.m. or if the convenience store closes on a permanent basis by 11:00 p.m.

c. Shall not have as a part of its operation coin operational amusement devices.

(2) In addition to the regulations in (c)(1) above, in the Downtown Mixed-Use (DMU) zoning district, convenience stores:

a. Shall not allow any outdoor display of merchandise.

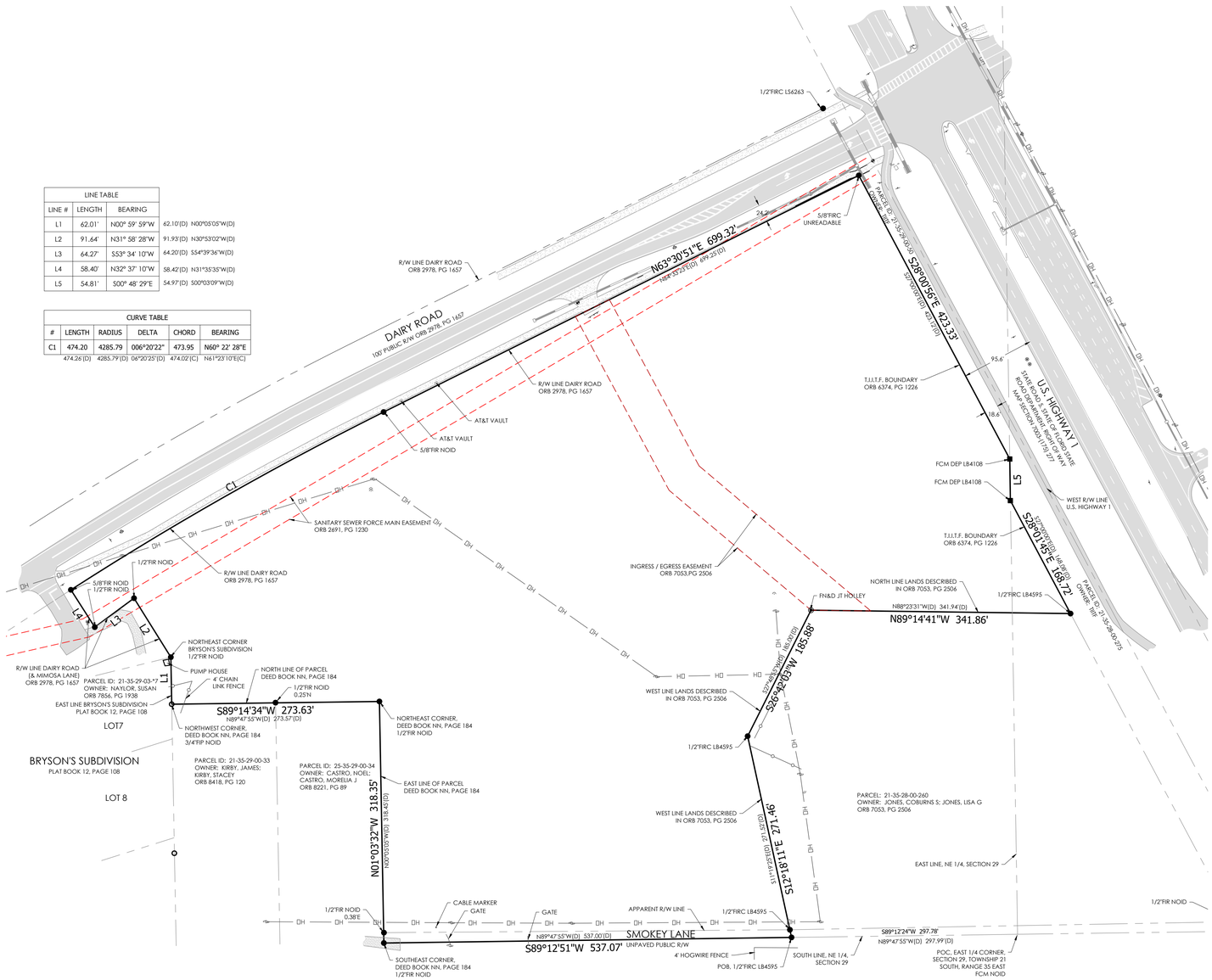
(3) In addition to the regulations in (c)(1) above, in the Urban Mixed-Use (UMU) zoning district, convenience stores:

a. Shall have hours of operation limited to 6:00 a.m. to 10:00 p.m.

(d) *Standards for conditional uses.* These uses require public hearings.

(1) In the Neighborhood Commercial (NC), Community Commercial (CC), Downtown Mixed-Use (DMU) Midtown and Civic Waterfront sub-districts, Regional Mixed-Use 200 sub-district (RMU-200), and Indian River City Neighborhood-Commercial (IRCN-C) zoning districts, Convenience Stores may be approved by meeting all applicable regulations in (c)(1), and where applicable in (c)(2), or (3) above by obtaining a conditional use permit.

(Ord. No. 31-2017, § 13, 10-24-17; Ord. No. 37-2017, § 12, 11-14-17; Ord. No. 47-2023, § 4, 10-10-23)



LINE TABLE			
LINE #	LENGTH	BEARING	
L1	62.01'	N00° 59' 59"W	62.10'(D) N00°05'05"W(D)
L2	91.64'	N31° 58' 28"W	91.93'(D) N30°53'02"W(D)
L3	64.27'	S53° 34' 10"W	64.20'(D) S54°39'36"W(D)
L4	58.40'	N32° 37' 10"W	58.42'(D) N31°35'35"W(D)
L5	54.81'	S00° 48' 29"E	54.97'(D) S00°03'09"W(D)

CURVE TABLE					
#	LENGTH	RAD/IUS	DELTA	CHORD	BEARING
C1	474.20	4285.79	006°20'22"	473.95	N60° 22' 28"E
	474.26'(D)	4285.79'(D)	06°20'25"(D)	474.02'(C)	N61°23'10"E(C)

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 35 EAST, AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN EXHIBIT A IN THE WARRANTY DEED TO TRUSTEE UNDER DECLARATION OF TRUST, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5736, PAGE 7156, LESS AND EXCEPT THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7053, PAGE 2506, ALSO LESS AND EXCEPT THE RIGHT OF WAY FOR DAIRY ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 2978, PAGE 1657, AND ALL LANDS LYING NORTH OF SAID DAIRY ROAD. ALL REFERENCES TO OFFICIAL RECORDS ARE TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT A TRIANGULAR COQUINA MONUMENT SET BY L R PAXTON MARKING THE EAST 1/4 CORNER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 35 EAST, THENCE NORTH 89 DEGREES 47 MINUTES 55 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, 297.99 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE NORTH 89 DEGREES 47 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE 537.00 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED BOOK NN, PAGE 184, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE NORTH 00 DEGREES 05 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF SAID LAND 318.45 FEET TO THE NORTHEAST CORNER THEREOF, THENCE NORTH 89 DEGREES 47 MINUTES 55 SECONDS WEST ALONG THE NORTH LINE OF SAID LAND, 273.57 FEET TO THE NORTHWEST CORNER THEREOF AND THE EAST LINE OF BRYSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 12, PAGE 108, OF SAID PUBLIC RECORDS, THENCE NORTH 00 DEGREES 05 MINUTES 05 SECONDS WEST ALONG SAID EAST LINE 62.10 FEET TO THE NORTHEAST CORNER OF SAID BRYSON'S SUBDIVISION AND THE RIGHT OF WAY LINE FOR MIMOSA LANE AND DAIRY ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 2978, PAGE 1657, OF SAID PUBLIC RECORDS THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES, NORTH 30 DEGREES 53 MINUTES 02 SECONDS WEST, 91.93 FEET, THENCE SOUTH 54 DEGREES 39 MINUTES 36 SECONDS WEST 64.20 FEET, THENCE NORTH 31 DEGREES 35 MINUTES 35 SECONDS WEST, 58.42 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 4,285.79 FEET AND BEING CONCAVE SOUTHEASTERLY, FROM WHICH A RADIAL LINE BEARS SOUTH 31 DEGREES 47 MINUTES 02 SECONDS EAST, THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 20 MINUTES 25 SECONDS, 474.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 64 DEGREES 33 MINUTES 23 SECONDS EAST, 699.25 FEET TO THE WESTERLY LINE OF THE FORMER FLORIDA EAST COAST RAILWAY ENTERPRISE BRANCH LINE, THENCE ALONG SAID WESTERLY LINE THE FOLLOWING THREE COURSES, SOUTH 27 DEGREES 00 MINUTES 00 SECONDS EAST, 423.12 FEET TO THE EAST LINE OF SAID SECTION 29, THENCE SOUTH 00 DEGREES 03 MINUTES 09 SECONDS WEST 54.97 FEET, THENCE SOUTH 27 DEGREES 00 MINUTES 00 SECONDS EAST, 168.08 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7053, PAGE 2506, OF SAID PUBLIC RECORDS, THENCE ALONG THE NORTH AND WEST LINES OF SAID LAND THE FOLLOWING THREE COURSES, NORTH 88 DEGREES 23 MINUTES 31 SECONDS WEST, 341.94 FEET, THENCE SOUTH 27 DEGREES 48 MINUTES 55 SECONDS WEST 185.00 FEET, THENCE SOUTH 11 DEGREES 19 MINUTES 25 SECONDS EAST, 271.52 FEET TO THE POINT OF BEGINNING.

SCHEDULE B SECTION II TITLE EXCEPTIONS:

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS FORM. ***NOT A MATTER OF SURVEY.***

2. TAXES AND ASSESSMENTS FOR THE YEAR 2024 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. ***NOT A MATTER OF SURVEY.***

3. STANDARD EXCEPTIONS:

   A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. ***ALL OBSERVED MATTERS ARE SHOWN ON THIS MAP.***

   B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. ***NOT A MATTER OF SURVEY.***

   C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. ***NOT A MATTER OF SURVEY.***

   D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. ***NOT A MATTER OF SURVEY.***

4. EASEMENT FOR SANITARY SEWER FORCE MAIN RECORDED IN OFFICIAL RECORDS BOOK 2691, PAGE 1230, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. ***EASEMENT IS SHOWN ON THIS MAP.***

5. INTENTIONALLY DELETED.

6. EASEMENT CONTAINED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7053, PAGE 2506, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. ***EASEMENT IS SHOWN ON THIS MAP.***

7. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND. ***NOT A MATTER OF SURVEY.***

8. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. ***NOT A MATTER OF SURVEY.***

9. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS. ***NOT A MATTER OF SURVEY.***

NORTH
SCALE: 1" = 80'
0' 80' 160'

CERTIFICATION TO:

BLACKFIN PARTNERS INVESTMENTS,INC,
MISKEL BACKMAN LLP,
FIDELITY NATIONAL TITLE INSURANCE COMPANY,

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, INCLUDING ITEMS 1,2,3,4,5,8,13,16,18, & 19, FROM TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 20, 2025.

LEGEND:

FIRC = FOUND IRON ROD AND CAP
FIR = FOUND IRON ROD
SIRC = SET 1/2" IRON ROD WITH CAP STAMPED "LB8112"
FCM = FOUND CONCRETE MONUMENT
FN&D = FOUND NAIL & DISK
SN&D = SET NAIL & DISK STAMPED "PRM / PCP LB8112"
FIP = FOUND IRON PIPE
NOID = NO IDENTIFICATION
ORB = OFFICIAL RECORD BOOK
PG = PAGE
PB = PLAT BOOK
R/W = RIGHT-OF-WAY
C/L = CENTERLINE
(M) = MEASURED , (D) = DESCRIPTION / DEED ,
(C) = CALCULATED, (P) PLAT
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
SET NAIL AND DISK STAMPED "TRAV PT LB8112"
MES = MITERED END SECTION
RCP = REINFORCED CONCRETE PIPE
ADS = ADVANCED DRAINAGE SYSTEMS PIPE
NAVD = NORTH AMERICAN VERTICAL DATUM
NAD = NORTH AMERICAN DATUM
NGVD = NATIONAL GEODETIC VERTICAL DATUM
LB = LICENSED BUSINESS
POWER POLE
HIGHWAY SIGN
TELEPHONE PEDESTAL
CABLE PEDESTAL
WELL
LIGHT POLE
OVERHEAD POWER LINE — OH —
TOB = TOP OF BANK — TOB —
TOS = TOE OF SLOPE — TOS —
ASPHALT AREA
CONCRETE AREA
DIRT DRIVE

Robert E Lazenby IV
Digitally signed by Robert E Lazenby IV
Date: 2025.02.26 13:53:33 -05'00'

SURVEYORS NOTES:

1. LAST DATE OF FIELD WORK FEBRUARY 20, 2025.

2. BEARINGS BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 83, 2011 ADJUSTMENT GRID BEARING.

3. ELEVATIONS AND BENCH MARKS ARE BASED ON BREVARD COUNTY BENCH MARK BC PID: BSA09, AT LATITUDE 28°38'23.61865"N, LONGITUDE: 80°49'53.69043"W, WITH AN ELEVATION OF 16.387 RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.

4 UNDERGROUND UTILITIES (SANITARY SEWER, STORM, POTABLE WATER, FIRE, ELECTRIC, GAS, CABLE, & TELEPHONE) WERE NOT LOCATED. ABOVE GROUND INDICATORS OF SUCH FACILITIES ARE SHOWN ON THIS MAP AS OBSERVED. NO INVESTIGATION WAS PERFORMED AS TO HOW THESE LOCATED FEATURES ARE CONNECTED BELOW THE GROUND.

5. UNDERGROUND ENCROACHMENTS WERE NOT LOCATED. ALL FEATURES SHOWN ON THIS MAP WERE LOCATED FROM VISIBLE EVIDENCE.

6. NO CEMETERIES OR BURIAL GROUNDS WERE OBSERVED ON THE PROPERTY.

7. WETLANDS WERE NOT DELINEATED FOR THIS SURVEY.

8. THIS MAP IS INTENDED TO BE DISPLAYED AT 1" = 80' FOR SHEET 1, AND 1" = 40' ON SHEET 2, AND 1" = 30' ON SHEET 3.

9. THIS SURVEY IS BASED ON FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER: 11983904, REVISION 1/LL-FEBRUARY 25, 2025, COMMITMENT DATE: 02/07/2025 AT 5:00 PM; PROPOSED INSURED: BLACKFIN PARTNERS INVESTMENTS, INC.

10. IT IS THE SURVEYORS UNDERSTANDING A NEW PARCEL WILL BE CREATED IN THE VICINITY OF THE TOPOGRAPHIC SURVEY SHOWN ON THIS MAP. THIS FIRST ISSUE OF SURVEY IS TO FACILITY CREATION OF NEW PARCEL GEOMETRY BY BUYER AND ENGINEER OF RECORD.

11. SEE SHEET 2 FOR TOPOGRAPHIC INFORMATION IN VICINITY OF PROPOSED CREATED PARCEL. SEE SHEET 3 FOR TREE SURVEY IN THE VICINITY OF PROPOSED CREATED PARCEL.

12. PIPES ARE SHOWN ON THIS MAP WHERE DIRECTION AND ORIENTATION WAS OBVIOUS TO SURVEYOR.

ALTA / NSPS TABLE "A"OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATION NOTES:

1. AS TO TABLE A OPTIONAL ITEM 1, MONUMENTATION WAS RECOVERED OR SET AT ALL PROPERTY CORNERS AS SHOWN ON THIS MAP.

2. AS TO TABLE A OPTIONAL ITEM 2, THE ADDRESS OF THE SUBJECT PARCEL IS U.S. HIGHWAY 1 & DAIRY ROAD, TITUSVILLE, FL 32796. A STREET NUMBER WAS NOT LISTED IN TITLE COMMITMENT.

3. AS TO TABLE A OPTIONAL ITEM 3, THE PROPERTY IS LOCATED WITHIN ZONE "X" WITH LESS THAN 0.2% ANNUAL FLOOD CHANCE ACCORDING TO FEMA MAP NUMBER 12009C0115H, EFFECTIVE DATE 01/29/2021.

4. AS TO TABLE A OPTIONAL ITEM 4, THE GROSS LAND AREA OF THE SUBJECT PARCEL AS FIELD SURVEYED IS 15.2720 ACRES.

5. AS TO TABLE A OPTIONAL ITEM 5, SEE THIS MAP FOR TOPOGRAPHIC INFORMATION WITHIN THE PROPOSED CREATED PARCEL AND ADJACENT RIGHT OF WAY.

6. AS TO TABLE A OPTION ITEM 6, A ZONING REPORT WAS NOT FURNISHED TO THE SURVEYOR.

7. AS TO TABLE A OPTIONAL ITEM 7a-c, THERE ARE NO BUILDINGS ON THE PARENT PARCEL.

8. AS TO TABLE A OPTIONAL ITEM 8, ALL OBSERVED SUBSTANTIAL FEATURES ARE SHOWN ON THIS MAP.

9. AS TO TABLE A OPTIONAL ITEM 9, THERE ARE NO PARKING FACILITIES ON THE PARENT PARCEL.

10. AS TO TABLE A OPTIONAL ITEM 10, THERE ARE NO DIVISION OR PARTY WALLS ON THIS PARCEL.

11. AS TO TABLE A OPTIONAL ITEM 11a & 11b, NO UTILITY PLANS OR REPORTS WERE PROVIDED TO THE SURVEYOR, NOR FIELD LOCATIONS. ALL UTILITIES SHOWN ON THIS MAP ARE AS OBSERVED.

12. AS TO TABLE A OPTIONAL ITEM 12, THE SURVEYOR DID NOT ENTER INTO ANY AGREEMENT TO PROVIDE ADDITIONAL GOVERNMENT AGENCY RELATED SURVEY REQUIREMENTS.

13. AS TO TABLE A OPTIONAL ITEM 13, THE NAMES OF ADJOINING PARCEL OWNERS ARE SHOWN ON THIS MAP.

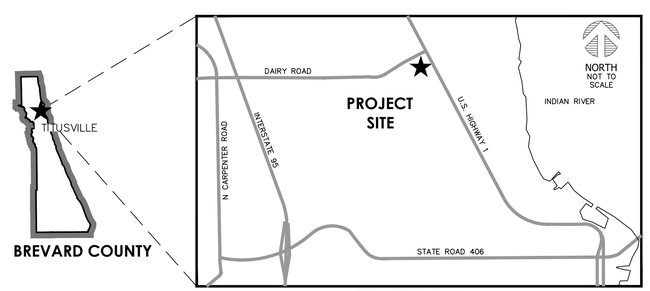
14 AS TO TABLE A OPTIONAL ITEM 14, THE DISTANCE TO THE NEAREST INTERSECTING STREET ON DAIRY ROAD IS APPROXIMATELY 365' SOUTHWEST OF THE NORTHWEST CORNER OF THE PARENT PARCEL TO OLD DIXIE HIGHWAY (STATE ROAD 405).

15. AS TO TABLE A OPTIONAL ITEM 15, THE ORTHO RECTIFIED PHOTO SHOWN ON THIS MAP WAS FLOWN FEBRUARY 6, 2025. THE IMAGE IS SHOWN FOR INFORMATIONAL PURPOSES ONLY TO DEMONSTRATE THE CONDITIONS OF THE PROPOSED CREATED PARCEL AT THE TIME OF SURVEY.

16. AS TO TABLE A OPTIONAL ITEM 16, NO EVIDENCE OF EARTHWORK OR CONSTRUCTION WAS OBSERVED ON THE PROPERTY.

17. AS TO TABLE A OPTIONAL ITEM 17, THE SURVEYOR WAS NOT PROVIDED ANY INFORMATION INDICATING CHANGES IN RIGHT OF WAY LINES.

18. AS TO TABLE A OPTIONAL ITEM 18, THE OFFSITE EASEMENTS LISTED IN THE TITLE COMMITMENT ARE SHOWN ON THIS MAP.



VICINITY MAP

NO.	DATE	APPROVED	DESCRIPTION

ROBERT E. LAZENBY, IV PSM LICENSE NO. 6389 STATE OF FLORIDA REGISTERED LAND SURVEYOR
ADOBE SIGNED NOT DIGITALLY SIGNED ORIGINAL SIGNATURE

DRAWN BY: REL4 CHECKED BY: REL4

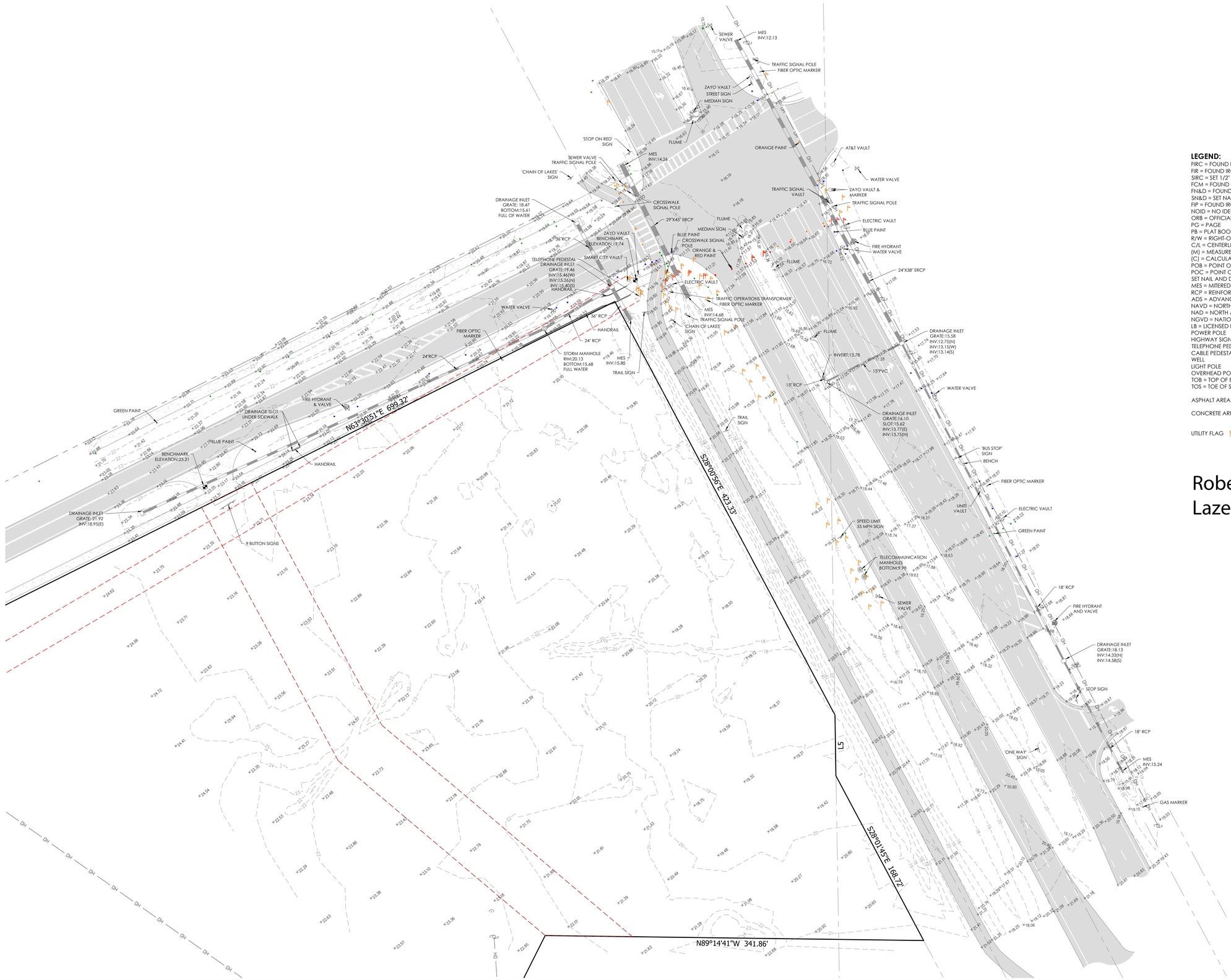
EMAIL: rlazenby@basepointsurveying.com
PHONE: (863) 537-7413
MAILING: 1500 SOUTH WOODLAWN AVENUE LAKELAND, FL 33801
PHYSICAL: 150 SOUTH WOODLAWN AVENUE LAKELAND, FL 33801
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112
BASEPOINT SURVEYING, INC.

CLIENT: BLACKFIN PARTNERS
PROJECT: TITUSVILLE-DAIRY ROAD

ALTA / NSPS LAND TITLE SURVEY

DAIRY ROAD, TITUSVILLE, FL 32796

PROJECT NO.	SHEET
11324	1 OF 3



LEGEND:

FIRC = FOUND IRON ROD AND CAP
FIR = FOUND IRON ROD
SIRC = SET 1/2" IRON ROD WITH CAP STAMPED "LB8112"
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(M) = MEASURED , (D) = DESCRIPTION / DEED ,
(C) = CALCULATED, (P) PLAT
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SET NAIL AND DISK STAMPED "TRAV PT LB8112"
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RCP = REINFORCED CONCRETE PIPE
ADS = ADVANCED DRAINAGE SYSTEMS PIPE
NAVD = NORTH AMERICAN VERTICAL DATUM
NAD = NORTH AMERICAN DATUM
NGVD = NATIONAL GEODETIC VERTICAL DATUM
LB = LICENSED BUSINESS
POWER POLE
HIGHWAY SIGN
TELEPHONE PEDESTAL
CABLE PEDESTAL
WELL
LIGHT POLE
OVERHEAD POWER LINE — OH — OH —
TOB — TOB —
TOS — TOS —
ASPHALT AREA
CONCRETE AREA
UTILITY FLAG

Robert E Lazenby IV
Digitally signed by Robert E Lazenby IV
Date: 2025.02.26 13:54:09 -05'00'

NO.	DATE	APPROVED	DESCRIPTION

ROBERT E. LAZENBY, IV — No. 6389 — STATE OF FLORIDA — REGISTERED LAND SURVEYOR
PERFECT, DIGITALLY SIGNED AND SEALED
ADS PURPOSES ONLY
ORIGINAL SIGNATURE

DRAWN BY: REL4 CHECKED BY: REL4

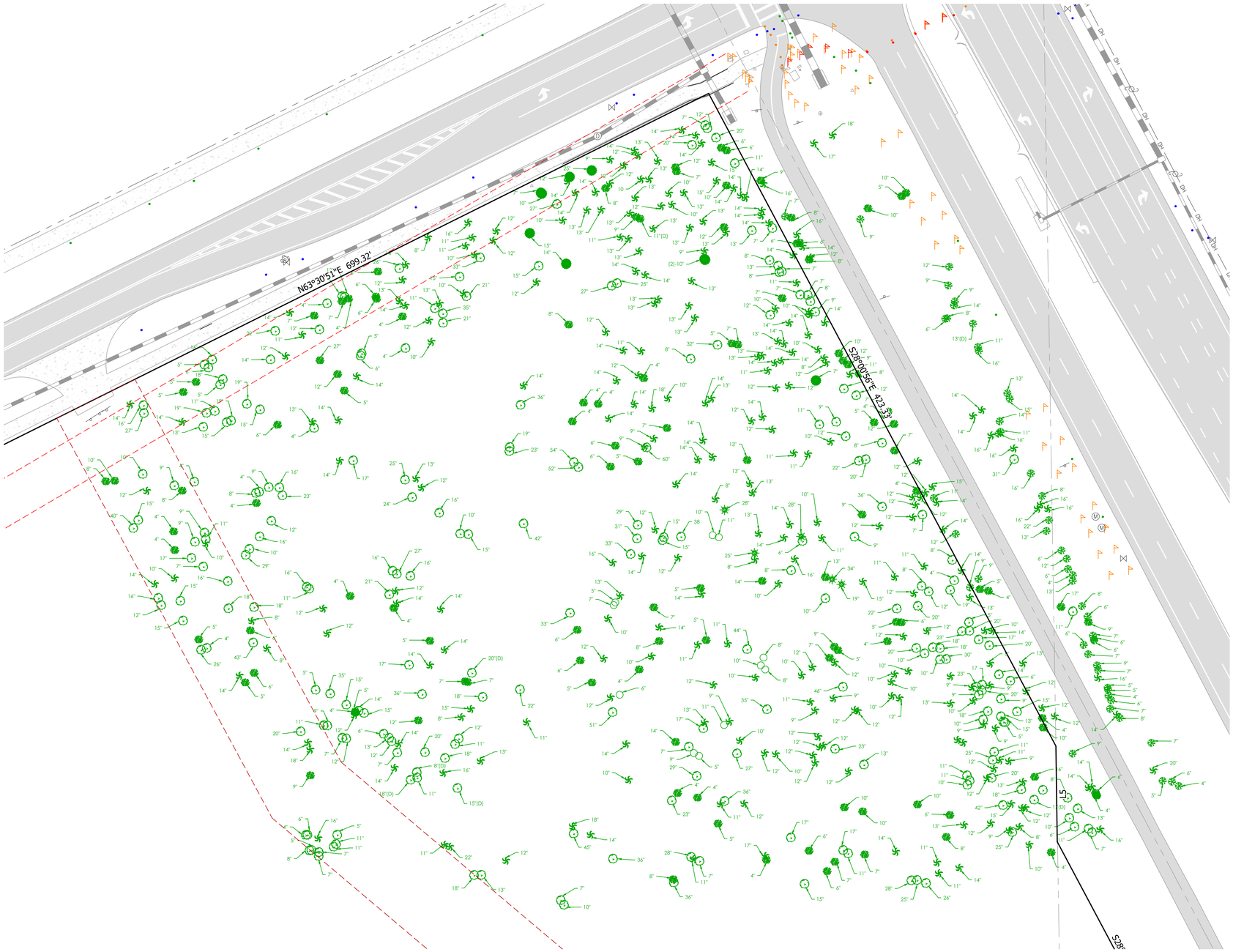
EMAIL: rlazenby@basepointsurveying.com
PHONE: (863) 537-7413
MAILING: 1500 S. FLORIDA AVE.
LAKELAND, FL 33803
PHYSICAL: 150 SOUTH WOODLAWN AVENUE
LAKELAND, FLORIDA
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112
BASEPOINT SURVEYING, INC.

CLIENT: BLACKFIN PARTNERS
PROJECT: TITUSVILLE-DAIRY ROAD

ALTA / NSPS LAND TITLE SURVEY

DAIRY ROAD, TITUSVILLE, FL 32796

PROJECT NO.	SHEET
11324	2 OF 3



NORTH

SCALE: 1" = 30'

0' 30' 60'

Robert E Lazenby IV

Digitally signed by Robert E Lazenby IV
Date: 2025.02.26 13:54:44 -05'00'

TREE LEGEND:

- OAK TREE
- PALM TREE
- MAPLE TREE
- PINE TREE
- CAMPHOR TREE
- MAGNOLIA TREE
- TREE SPECIES UNKNOWN

TREE NOTE:

DESCRIPTION OF ' (D)' IN TREE MEASUREMENT INDICATES A TREE THAT IS DEAD.

NO.	DATE	APPROVED	DESCRIPTION

ROBERT E. LAZENBY IV
P.E. #50006, PSM #6369
ROBERT E. LAZENBY IV
CERTIFICATE
No. 6369
STATE OF FLORIDA
REGISTERED PROFESSIONAL SURVEYOR
NOT VALID UNLESS SIGNED AND EMBOSSED SEALED OR DIGITAL SIGNATURE

DRAWN BY: REL4

CHECKED BY: REL4

EMAIL: rlazenby@basepointsurveying.com
PHONE: (863) 537-7413
MAILING: P.O. BOX 6437, LAKELAND, FL 33807
PHYSICAL: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

BASEPOINT SURVEYING, INC.

CLIENT: BLACKFIN PARTNERS

PROJECT: TITUSVILLE-DAIRY ROAD

ALTA / NSPS LAND TITLE SURVEY

DAIRY ROAD, TITUSVILLE, FL 32796

PROJECT NO.	SHEET
11324	3 OF 3

Aerial 2024

CUP #9-2025

0 250 500 1,000 Feet

Community Development Department

Aerial photography provided by the Brevard County Property Appraiser's Office

8/14/2025

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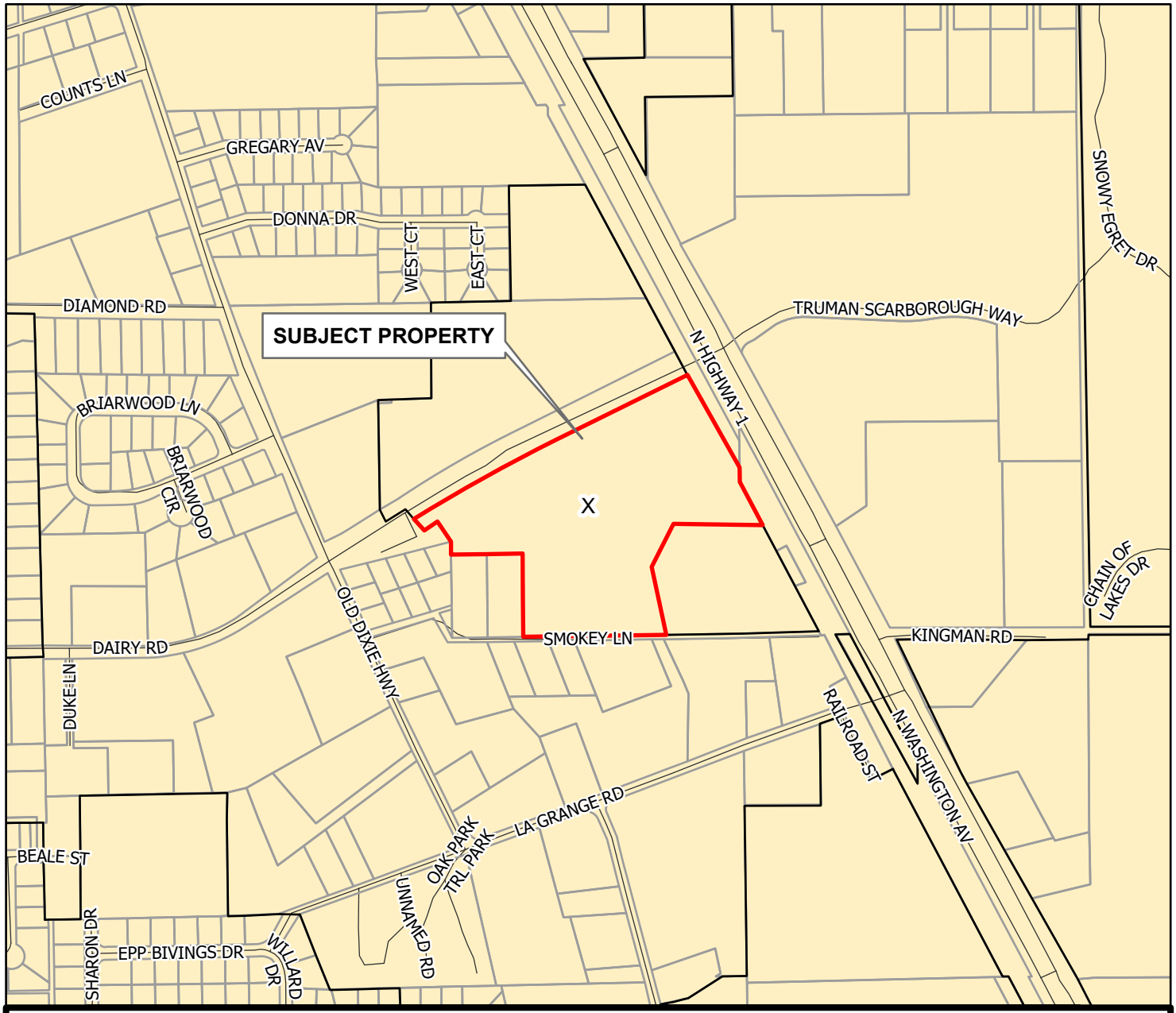

FEMA FLOOD HAZARD AREAS

CUP #9-2025

Special Flood Hazard Area Zones

- A
- A0
- AE
- AO
- VE

Moderate Flood Hazard Area Zone

- X5

Minimal Flood Hazard Zones

- C
- X
- X .2 PCT

Other Flood Zone Areas

- D
- FW

N
W E
S
TITUSVILLE, FLORIDA
FOUNDED 1867

0 250 500 1,000 Feet

Community Development Department

Source: FEMA FHA Update, 01/29/2021

8/14/2025

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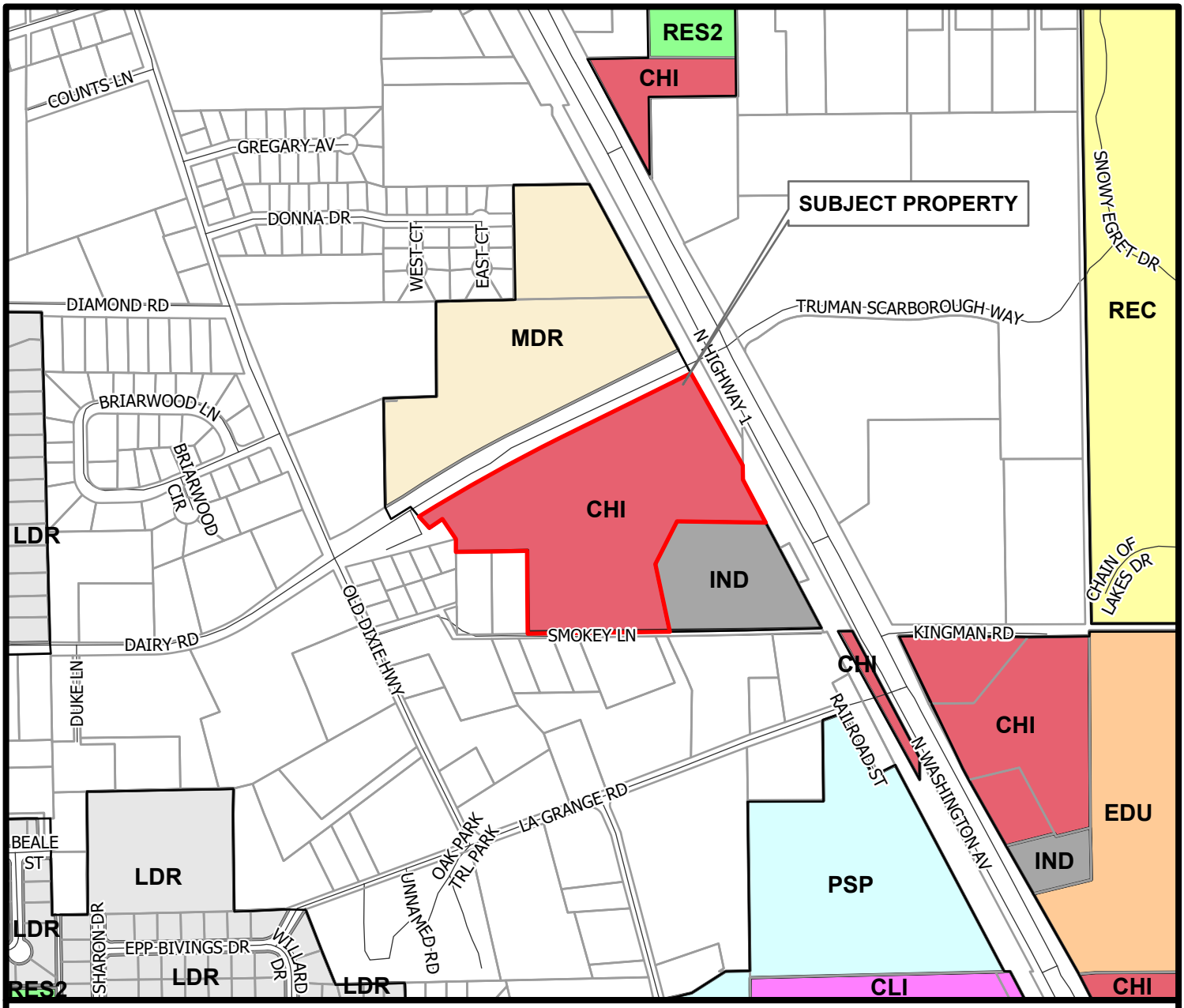

LOCATION OF PROPERTY AND FUTURE LAND USE MAP

CHI	COMMERCIAL HIGH INTENSITY	ED	EDUCATIONAL	PIP	PLANNED INDUSTRIAL PARK	RES-2	RESIDENTIAL-2
CLI	COMMERCIAL LOW INTENSITY	IND	INDUSTRIAL	PSP	PUBLIC/ SEMI-PUBLIC	RMU	REGIONAL MIXED USE
CONS	CONSERVATION	HDR	HIGH-DENSITY RESIDENTIAL	PUD	PLANNED UNIT DEVELOPMENT	SMU	SHORELINE MIXED-USE
DMU	DOWNTOWN MIXED-USE	MDR	MEDIUM-DENSITY RESIDENTIAL	REC	RECREATIONAL	UMU	URBAN MIXED-USE
		LDR	LOW-DENSITY RESIDENTIAL	RES-1	RESIDENTIAL-1	US1	US-1 CORRIDOR

N
W E
S

Subject

0 250 500 1,000 Feet

Community Development Department

8/14/2025

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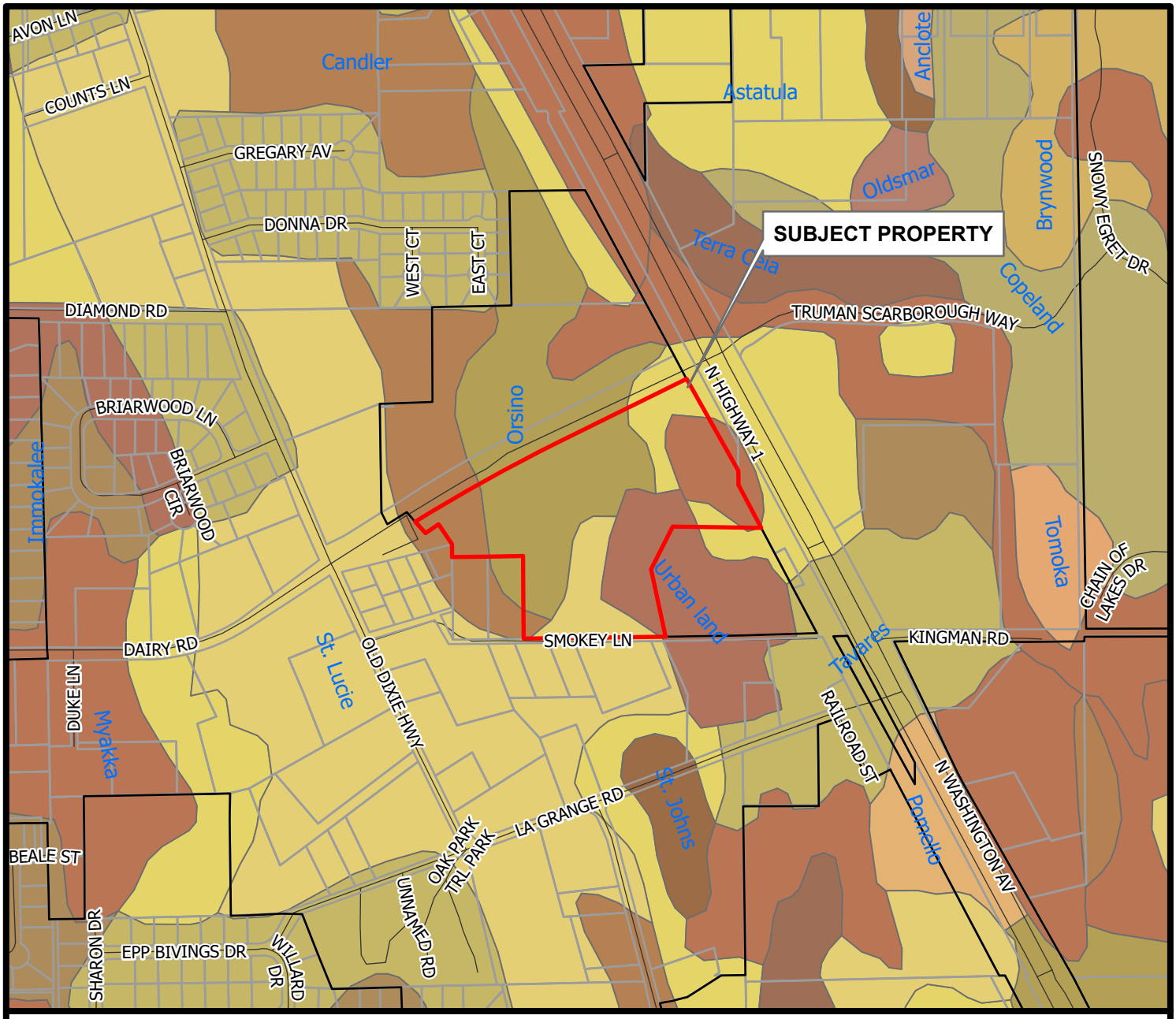

SOILS IN THE VICINITY OF SUBJECT PROPERTY
CUP #9-2025

- Anclote
- Astatula
- Brynwood
- Candler
- Copeland
- Immokalee
- Myakka
- Oldsmar
- Orsino
- Pomello
- St. Johns
- St. Lucie
- Tavares
- Terra Ceia
- Tomoka
- Urban land

N
W E
S

TITUSVILLE, FLORIDA FOUNDED 1887

0 250 500 1,000 Feet

Community Development Department

8/14/2025

Soils data source: The U.S. Department of Agriculture, Natural Resources Conservation Service. (2024)

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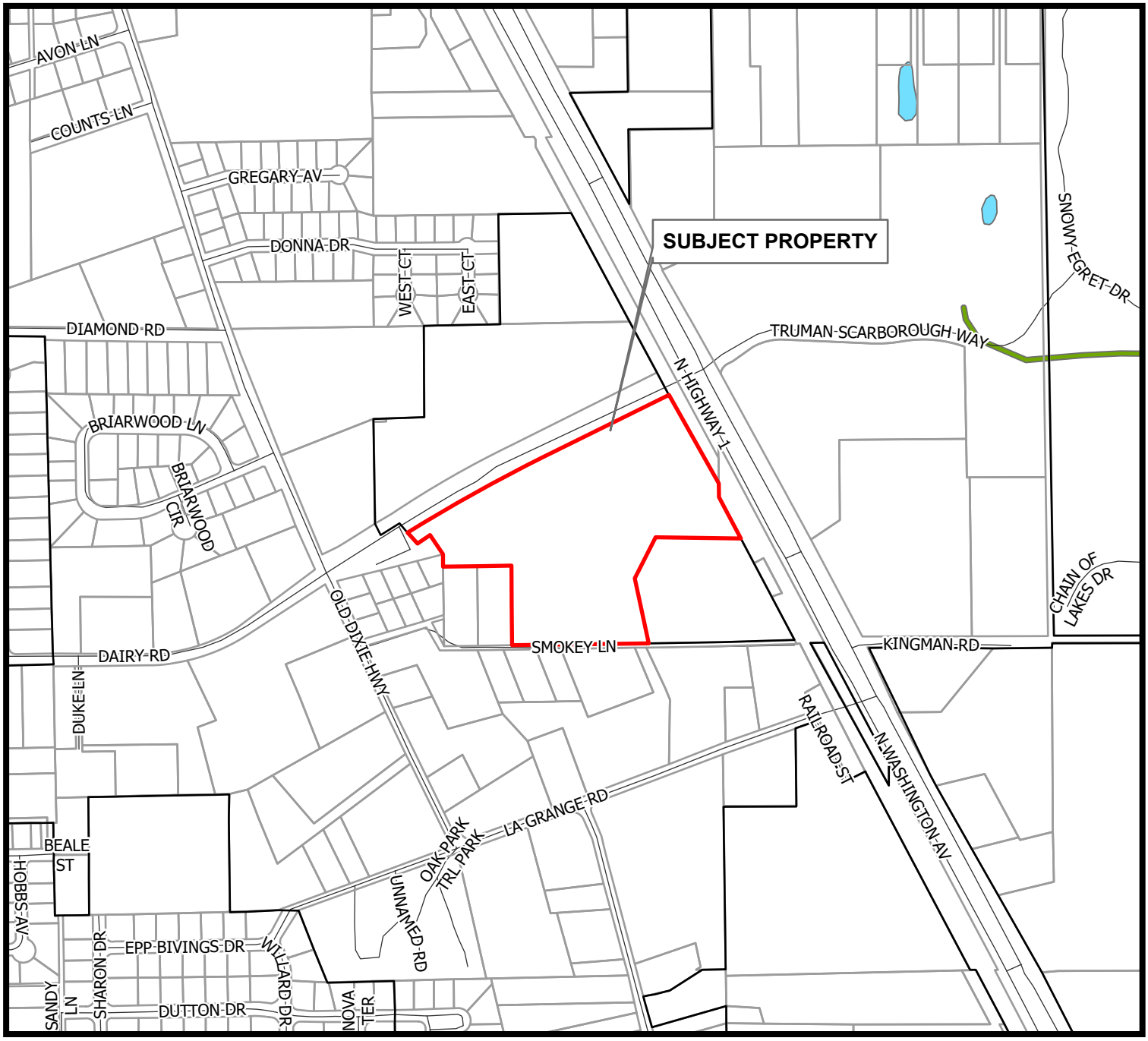

WETLANDS IN VICINITY OF PROPERTY

CUP #9-2025

N
W
E
S

TITUSVILLE, FLORIDA
FOUNDED 1867

WETLAND_TY

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine

8/14/2025

Scale:1:7,000

Community Development Department
Source: USFWS NWI (2023)

This data set represents the approximate location and type of wetlands and deepwater habitats. The primary intended use is for regional and watershed data display and analysis, rather than specific project data analysis.

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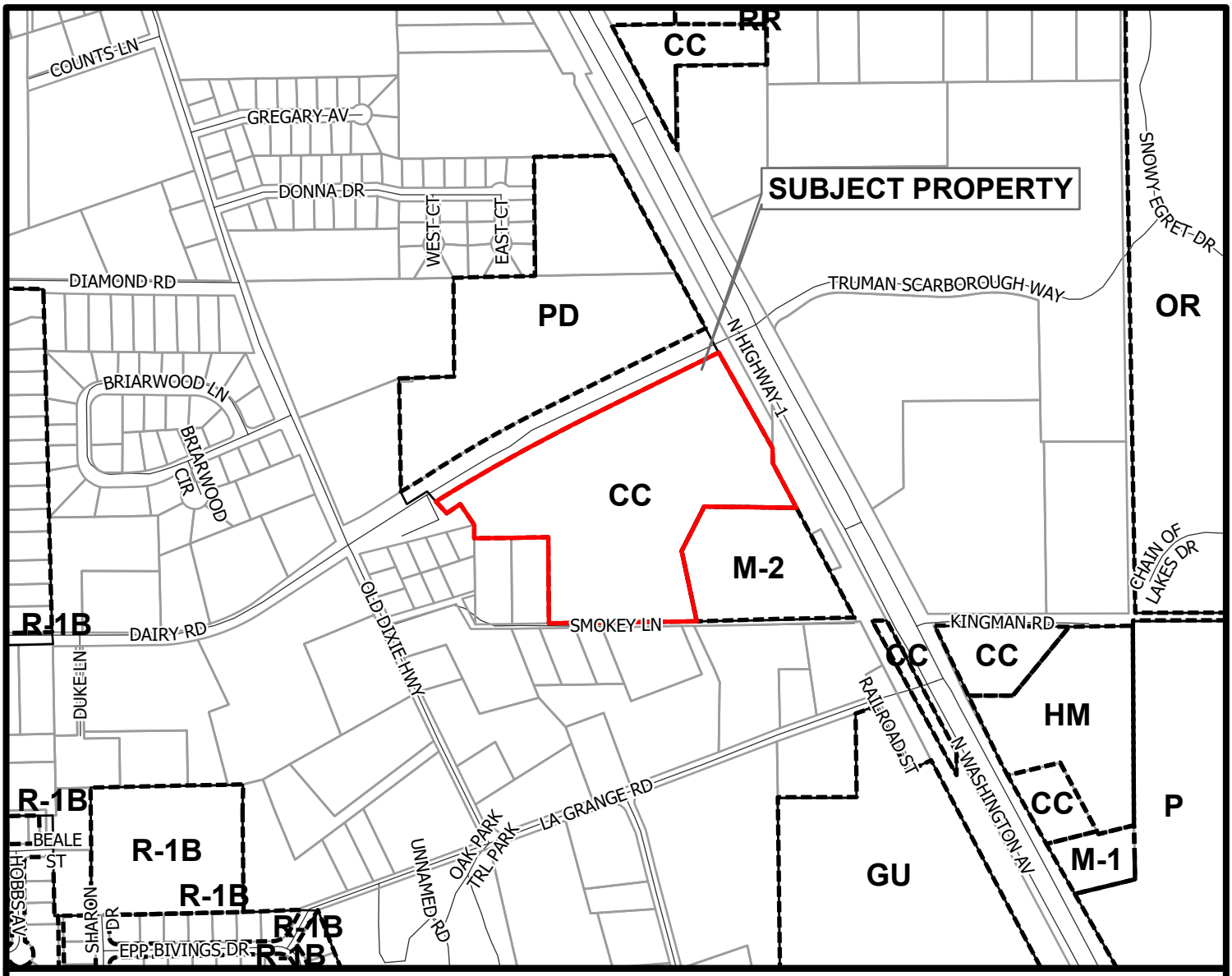


ZONING MAP

RESIDENTIAL DISTRICTS

RE	RESIDENTIAL ESTATES
RR	RURAL RESIDENTIAL
R-1A	SINGLE FAMILY, LOW DENSITY
R-1B	SINGLE FAMILY, MEDIUM DENSITY
R-1C	SINGLE FAMILY, HIGH DENSITY
R-2	MULTIFAMILY, MEDIUM DENSITY
R-3	MULTIFAMILY, HIGH DENSITY
RMH-1	RESIDENTIAL MANUFACTURED HOUSING SUBDIVISION
RMH-2	RESIDENTIAL MANUFACTURED HOUSING PARK

COMMERCIAL DISTRICTS

HM	HOSPITAL MEDICAL
T	TOURIST
NC	NEIGHBORHOOD COMMERCIAL
CC	COMMUNITY COMMERCIAL
RC	REGIONAL COMMERCIAL
OP	OFFICE PROFESSIONAL

INDUSTRIAL DISTRICTS

M-1	LIGHT INDUSTRIAL SERVICES AND WAREHOUSING
M-2	HEAVY INDUSTRIAL
M-3	HIGHWAY INDUSTRIAL INFILL
PID	PLANNED INDUSTRIAL DEVELOPMENT

OVERLAY DISTRICTS

TSA	TITUSVILLE SHORELINE AREA
AIA	AIRPORT IMPACT AREA
WCA	WETLAND AND CONSERVATIONA AREA
ACC	AREA OF CRITICAL CONCERN
HPA	HISTORIC PRESERVATION AREA

SPECIAL DISTRICTS

GU	GENERAL USE
OR	OPEN SPACE AND RECREATION
UMU	URBAN MIXED USE
SMU	SHORELINE MIXED USE
RHP	RESIDENTIAL HISTORIC PRESERVATION
RMU	REGIONAL MIXED USE
PD	PLANNED DEVELOPMENT
P	PUBLIC
UV	URBAN VILLAGE
DMU	DOWNTOWN MIXED USE
IRCN-R	INDIAN RIVER CITY NEIGHBORHOOD RESIDENTIAL
IRCN-C	INDIAN RIVER CITY NEIGHBORHOOD COMMERCIAL

N
W E
S

TITUSVILLE, FLORIDA
FOUNDED 1867

Base Map

City Limits

Zoning

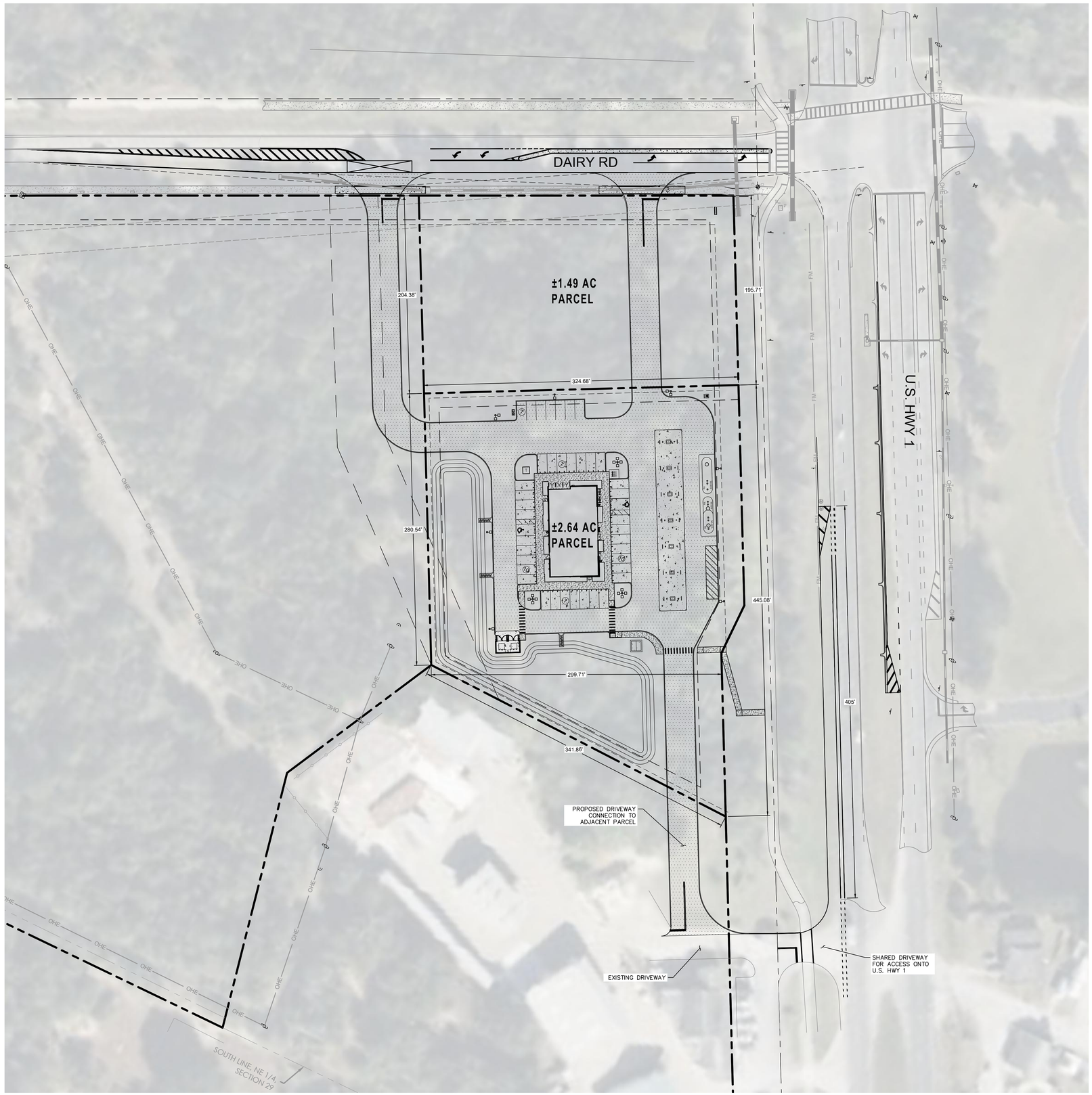
Subject

CUP #9-2025

0 250 500 1,000 Feet

Community Development Department

8/14/2025



811 Know what's **below.** **Call** before you dig.

N

GRAPHIC SCALE
0 25' 50' 100'
(IN FEET)
SCALE: 1" = 50'

Bowman

Certificate of Authorization License No. 30462

Bowman Consulting Group Ltd
4450 W Eau Gallie Blvd.
Suite 144
Melbourne, FL 32934
Phone: (321) 255-5434
www.bowman.com

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SITE LAYOUT OPTION #2

SW C/O DAIRY RD. AND U.S. HWY-1
TITUSVILLE, FLORIDA 32796

BREVARD COUNTY

NOT FOR CONSTRUCTION

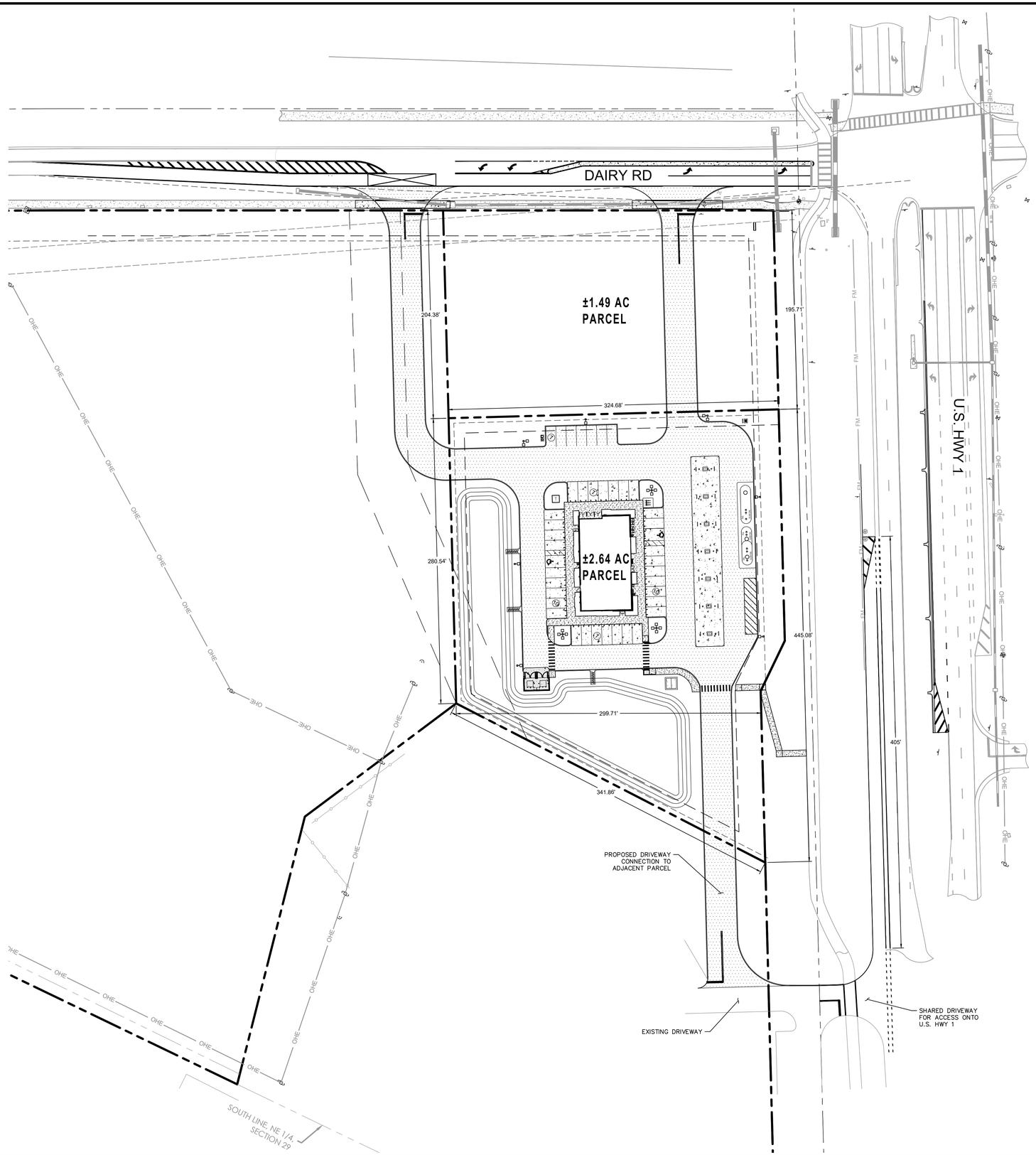
PLAN STATUS	
DATE	DESCRIPTION
--	--

DESIGN	DRAWN	CHKD
SCALE		1" = 50'
JOB No.		010063-16-004
DATE		April 20, 2026

COVER SHEET

SHEET No. EX.3

THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING. REUSE OF AND IMPROPER RELIANCE ON



811 Know what's below. Call before you dig.

GRAPHIC SCALE
0 25' 50' 100'
(IN FEET)
SCALE: 1" = 50'

SITE LAYOUT OPTION #2

SW C/O DAIRY RD. AND U.S. HWY-1
TITUSVILLE, FLORIDA 32796

BREVARD COUNTY

NOT FOR CONSTRUCTION

PLAN STATUS	
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DESIGN	DRAWN	CHKD
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PLOTTED: 2026
DATE: 4/20/2026 SHEET
FILE PATH: I:\010063-16-004 - JC Sewell\010063-16-004 (ERIC) - A Bowen, Thomas - FL Engineering\Drawings\Base site\Sheets\Exhibits\SITE EXHIBIT_OPT#2.dwg
XREF: I:\010063-16-004 - JC Sewell\010063-16-004 (ERIC) - A Bowen, Thomas - FL Engineering\Drawings\Base site\Sheets\Exhibits\SITE EXHIBIT_OPT#2.dwg

Titusville

Gateway to Nature & Space

OWNER'S AUTHORIZATION FORM

This authorization form is for:

- ☐ Annexation (ANX)
- ☐ Comprehensive Plan Amendment (CPA)
- ☑ Conditional Use Permit (CUP)
- ☐ Development Agreement (DA)
- ☐ Easement Vacation (EAS)
- ☐ Master Plan (MP)
- ☐ Planned Development (PD)
- ☐ Rezoning (REZ)
- ☐ Right-of-Way Vacation (ROW)
- ☐ Small Scale Amendment (SSA)
- ☐ Variance (VAR)

Date: _____

To: City of Titusville
Attn: Planning Department
555 S. Washington Avenue
Titusville, FL 32796-3584

PROJECT DESCRIPTION: 7-Eleven #4257

PROJECT ADDRESS: SW c/o Diary Rd. and US HWY 1

PARCEL ID# OR TAX ACCT #: Parcel 21-35-28-00-279

Please accept this documentation as authorization for Kim Rezanka (Lacey Rezanka Law Firm) to apply for the above selected request.
(Name of Applicant)

Property Owner Signature

Daniel Gohari
Property Owner Name (Please Print)

19955 NE 38th Ct
Street Address

Aventura, FL
33180
City, State, Zip code

917-669-1771
Telephone Number

Please Note: If the property is owned by a corporation, trust, et cetra, documentation must be included with this authorization form to prove the person signing this document has the legal authority to do so. If this documentation is not submitted, the application will not be accepted.

TO BE COMPLETED BY NOTARY

State of Florida
County of ~~Miami-DADE~~

Subscribed and sworn to before me on this 14th day of January, 2026
By Daniel Gohari who is personally known to me or produced _____ as identification.

Notary Public Signature

JOLIE C. GONZALEZ
NOTARY PUBLIC
MY COMMISSION EXPIRES 12-20-2029
STATE OF FLORIDA
COMMISSION NUMBER HH 745596

My Commission Expires: 12/20/29
Date

Sec. 28-53. Use table key.

(a) In the event of a conflict between the use table contained in Section 28-54 and any other use table listed in Article V, Zoning Use Standards, the use table contained in Section 28-54 shall prevail.

(b) Types of use.

(1) *Uses permitted by right "P".* A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable requirements of these regulations.

(2) *Uses permitted with limitations "L".* An "L" indicates a use that will be permitted subject to the use limitations in Chapter 28, Article V, Zoning Use Standards). Such uses are subject to all other applicable requirements of these regulations.

(3) *Conditional use "C".* A "C" indicates a use that is allowed only where approved as a conditional use by the City Council and require public hearings. Such uses are subject to the use limitations in Chapter 28, Article V, Zoning Use Standards, and all other applicable requirements of these regulations.

(c) Uses not allowed. A blank cell in the use table indicates that a use is not allowed in the respective district.

(d) Standards. The "Standards" column on the use table is a cross-reference to any limited or conditional use standards in Chapter 28, Article V, Zoning Use Standards. All uses are also required to comply with the appropriate dimensional standards in Chapter 28, Article VI, Zoning District Standards.

Sec. 28-112. Convenience store (without retail gasoline sales).

(a) *Districts where permitted.*

RE	RR	R-1A	R-1B	R-1C	R-2	R-3	RMH-1	RMH-2	RHP	
HM	T	NC	CC	RC	OP	M-1	M-2	M-3	PID	
	L	C	C	L						

GU	OR	P	DMU				UMU	SMU	RMU					UV	IRCN	
			D	U	M	C			100	200	300	400	500			
			L	L	C	C	L			C	L	L			C	

(b) *Definition.* "Convenience stores:" As defined by Section 500.03, Florida Statutes, as may be amended.

(c) *Standards for permitted uses with limitations.*

(1) Convenience stores, in any zoning district:

a. Shall be free of all obstructions of view from the adjacent street to the main store windows giving a clear and unobstructed view of the cashier's station including obstructions of landscaping and gasoline service islands.

b. Shall have appropriate security systems to include, but not be limited to, the following: convenience store shall be equipped with cameras with video retrieval capabilities. This requirement shall be exempted if the convenience store employs two (2) or more employees at the same time between the hours of 11:00 p.m. and 7:00 a.m. or if the convenience store closes on a permanent basis by 11:00 p.m.

c. Shall not have as a part of its operation coin operational amusement devices.

(2) In addition to the regulations in (c)(1) above, in the Downtown Mixed-Use (DMU) zoning district, convenience stores:

a. Shall not allow any outdoor display of merchandise.

(3) In addition to the regulations in (c)(1) above, in the Urban Mixed-Use (UMU) zoning district, convenience stores:

a. Shall have hours of operation limited to 6:00 a.m. to 10:00 p.m.

(d) *Standards for conditional uses.* These uses require public hearings.

(1) In the Neighborhood Commercial (NC), Community Commercial (CC), Downtown Mixed-Use (DMU) Midtown and Civic Waterfront sub-districts, Regional Mixed-Use 200 sub-district (RMU-200), and Indian River City Neighborhood-Commercial (IRCN-C) zoning districts, Convenience Stores may be approved by meeting all applicable regulations in (c)(1), and where applicable in (c)(2), or (3) above by obtaining a conditional use permit.

(Ord. No. 31-2017, § 13, 10-24-17; Ord. No. 37-2017, § 12, 11-14-17; Ord. No. 47-2023, § 4, 10-10-23)

Sec. 28-168. Retail gasoline sales.

(a) *Districts where permitted.*

RE	RR	R-1A	R-1B	R-1C	R-2	R-3	RMH-1	RMH-2	RHP	
HM	T	NC	CC	RC	OP	M-1	M-2	M-3	PID	
	L	C	L	L						

GU	OR	P	DMU				UMU	SMU	RMU					UV	IRCN	
			D	U	M	C			100	200	300	400	500			
			L	L	L	L				C	L	L			C	

(b) *Reserved.*

(c) *Standards for permitted uses with limitations.*

(1) In the Tourist (T), Community Commercial (CC), Regional Commercial (RC), Downtown Mixed-Use (DMU) Downtown, Uptown, and Mid-Town sub-districts, and Regional Mixed-Use 300 and 400 sub-districts (RMU-300, RMU-400) zoning districts, retail gasoline sales:

a. Shall require all gasoline pumps, tanks, vents, pump islands, and pump island canopies to conform to setback requirements for the district except that no such pumps, tanks, vents, pump islands or pump island canopies shall be located closer than twenty-five (25) feet to any side property line.

b. Shall prohibit all outdoor display of merchandise.

c. Shall require off-street loading spaces which are provided for the delivery of materials, merchandise, fuel oils or any similar accessory or product to be located in such a manner on the site in order to completely separate these off-street loading areas from customer parking areas and access lanes and aisles thereto.

d. Shall have all gasoline or other fuel pumps supported by a dedicated standby generator to ensure continuity of service after severe weather events, or acts of God, subject to approval by the City.

(2) In addition to the standards in (c)(1) above, retail gasoline sales in the Downtown Mixed-Use (DMU), Civic waterfront sub-district shall be accessory to a marina and have all fuel pumps supported by a dedicated standby generator to ensure continuity of service after sever weather events, or acts of God, subject to approval by the City.

(d) *Standards for conditional uses.* These uses require public hearings.

(1) In the Neighborhood Commercial (NC), Regional Mixed-Use 200 sub-district (RMU-200) and Indian River City Neighborhood-Commercial (IRCN-C) zoning districts, Retail Gasoline Sales shall be required to meet the standards in (c)(1) above, and may be approved by obtaining a conditional use permit.

(Ord. No. 47-2023, § 10, 10-10-23)

Titusville

Gateway to Nature & Space

OWNER'S AUTHORIZATION FORM

This authorization form is for:

- ☐ Annexation (ANX)
- ☐ Comprehensive Plan Amendment (CPA)
- ☒ Conditional Use Permit (CUP)
- ☐ Development Agreement (DA)
- ☐ Easement Vacation (EAS)
- ☐ Master Plan (MP)
- ☐ Planned Development (PD)
- ☐ Rezoning (REZ)
- ☐ Right-of-Way Vacation (ROW)
- ☐ Small Scale Amendment (SSA)
- ☐ Variance (VAR)

Date: 08/1/2025

To: City of Titusville
Attn: Planning Department
555 S. Washington Avenue
Titusville, FL 32796-3584

PROJECT DESCRIPTION: Titusville 7 Eleven #42757

PROJECT ADDRESS: SW C/O Dairy Rd. & U.S. Hwy.1

PARCEL ID# OR TAX ACCT #: 21-35-28-00-279

Please accept this documentation as authorization for Nathan Landers (Name of Applicant) to apply for the above selected request.

Property Owner Signature

DANIEL GOHARI
Property Owner Name (Please Print)

19955 NE 38th Ct.
Street Address

Aventura, FL 33180
City, State, Zip code

917-669-1771
Telephone Number

Please Note: If the property is owned by a corporation, trust, et cetra, documentation must be included with this authorization form to prove the person signing this document has the legal authority to do so. If this documentation is not submitted, the application will not be accepted.

TO BE COMPLETED BY NOTARY

State of Florida
County of MIAMI DADE

Subscribed and sworn to before me on this 4th day of August, 2025
By Daniel GOHARI who is personally known to me ~~or~~ produced
as identification.

Notary Public Signature

My Commission Expires: 12/20/25
Date

CAROL C. GONZALEZ
MY COMMISSION # HH 204177
EXPIRES: December 20, 2025
Bonded Thru Notary Public Underwriters

Titusville
Gateway to Nature & Space

OWNER'S AUTHORIZATION FORM

Date: 9/13/2024

To: City of Titusville
Attn: Development Services
555 S. Washington Avenue
Titusville, FL 32796-3584

This authorization form is for: (circle one)
- Site Plan/Subdivision Review
- Site Permit

PROJECT DESCRIPTION: Gas station/convenience store with related improvements

PROJECT ADDRESS OR TAX ACCOUNT #: 2113496

Please accept this documentation as authorization for Bowman Consulting to apply for the above selected request.
Name of Engineer (Site Plan) or Contractor (Site Permit)

Property Owner Signature

Daniel Gohari
Property Owner Name (Please Print)

19955 NE 38th Ct, suite 1006
Street Address

Aventura, FL 33180
City, State, Zip Code

917-669-1771
Telephone Number

Please Note: If the property is owned by a corporation, trust, et cetera, documentation must be included with this authorization form to prove the person signing this document has the legal authority to do so. If this documentation is not submitted, the application will not be accepted.

TO BE COMPLETED BY NOTARY

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 16 day of Sept 2024, by **OWNER** name, title Daniel Gohari by means of ☑ physical presence or ☐ online notarization, who is personally known to me or who has produced Known as identification and who did (did not) take an oath.

Melody J Walsch
Notary Public, State of Florida
Printed Name:
My Commission Expires:

MELODY J WALSCH
Notary Public - State of Florida
Commission # HH 425697
My Comm. Expires Aug 12, 2027
Bonded through National Notary Assn.

Gateway to Nature & Space

APPLICATION FOR CONDITIONAL USE PERMIT

Please submit electronically a completed application including required submittals to the Planning Department for payment and meeting scheduling. Chapter 34 of the Titusville Land Development Regulations contains the instructions for filing and the required exhibits. INCOMPLETE APPLICATIONS SHALL NOT BE ACCEPTED.

1. Project Information	Project Name: 7-Eleven #4257	Property Address/Location Description: SW C/O Dairy Rd. and US Hwy 1
2. Applicant/ Owner	Name of Applicant/Contact: Nathan Landers	Name of Owner: Daniel Gohari
	Street Address: 4440 PGA Blvd Suite #600	Street Address: 19955 NE 38th Ct.
	City: Palm Beach Gardens State: FL Zip: 33410	City: Aventura State: FL Zip: 33180
	Telephone #: 561-299-0036 Fax #:	Telephone #: (917) 669-1771 Fax #: (305) 371-8300
	E-Mail Address: nlanders@blackfinpartners.com	E-Mail Address: daniel@avepg.com
3. Applicant Status	☐ Owner ☐ Tenant ☐ Agent ☐ Other	
4. Parcel ID	21-35-28-00-279	**Tax Acct.** 2113496
5. Site Size (Attach Legal Description)	Acres: 2.02 AC	Square Feet: 87991 sq ft
6. Current Land Uses	Identify the land uses located on-site and adjacent to the subject site (identify "all" uses that touch property on each boundary), such as grocery store, citrus farm, office, single family residential, etc.: **SUBJECT SITE:** **NORTH:** Vacant **SOUTH:** Vacant **EAST:** Behavioral Health Building **WEST:** Vacant	
7. Current Designation	Future Land Use: Commercial High Density	Zoning: CC- Community Commercial

8. Building Status	Existing Building(s) on the site? 0		New Buildings Proposed? 1	
9. Operating Schedule	(Hours of operation, size of operation) N/A			
10. Note any previous CUPs on the site	None			
11. Check other applications submitted	Conditional Use ☐	Vacation of Easement ☐	Master Plan Approval ☐	Rezoning ☐
	Vacation of Right of Way ☐	Site Plan ☐	Subdivision/ Plat ☐	Other:
12. Narrative	Please provide a brief description of your request and the proposed project: (Attach separate narrative page if necessary) THE PROJECT CONSISTS OF THE DEVELOPMENT OF 2.02 ± ACRES OF UNDEVELOPED LAND. THE PROPOSED DEVELOPMENT INCLUDES, THE NEW CONSTRUCTION OF A NEW 1-STORY, 4,853 SQUARE FOOT GAS STATION CONVENIENCE STORE, 7 FUELING PUMP CANOPY AND ASSOCIATED UTILITIES THE NEW CONSTRUCTION WILL CONFORM TO THE CITY OF TITUSVILLE LAND DEVELOPMENT CODE. WORK WILL INCLUDE EARTHWORK, UTILITIES, PAVED PARKING, CIRCULATION, LANDSCAPING AND IRRIGATION.			

- **All applications shall require Community Development Staff review prior to submittal.**
- All applications shall be submitted to the Planning Department electronically and officially logged in by **end of business day**.
- Tentative hearing dates are scheduled approximately 4 months from the time a completed application is submitted.
- Incomplete applications will not be accepted and will not be considered to be officially submitted until the appropriate information and fees are submitted. Meeting dates for incomplete applications will not be set until all required information and fees are submitted.
- Petitions requiring review from other boards or commissions prior to being forwarded to the Planning and Zoning Commission and City Council are not guaranteed placement on the originally scheduled date(s).
- All meeting agendas will be posted on the City's web site and staff reports for the request can be obtained by contacting the Planning Department at 321-567-3782.

ACKNOWLEDGEMENT

1. I am the owner and/or legal representative of the owner of the property described, which is the subject of this application.
2. All answers to the questions in said application and all surveys and/or site plans and data attached to and made a part of this application are honest and true to the best of my knowledge and belief. By my signature below, I acknowledge that I have complied with all submittal requirements and that this request package is complete. I further understand that an incomplete application submittal may cause my application to be deferred.
3. Should this application be granted, I understand that any condition(s) imposed upon the granting of this request shall be binding to the owner, his heirs, and successors in title to possession of the subject property.
4. I understand that I must attend all applicable meetings and have been informed of the meeting date(s) and time(s). I understand that if I fail to appear at an applicable meeting, the appropriate Board or Commission may either table or deny the request.
5. I understand that my request if approved does not encumber provision of utility, road or other City infrastructure capacity. The analysis provided by staff of existing levels of service for public facilities and services in the vicinity of the parcel identified in this application is a non-binding analysis, and does not guarantee capacity will be available in the future or encumber/reserve capacity for any period of time.

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council, Board of Adjustment & Appeals, and Planning & Zoning Commission on this topic to properly noticed public hearings or to written communication to the City Clerk's Office, City of Titusville, P.O. Box 2806, Titusville, FL 32781

/s/_____ 7/15/25

(Signature*) (Date)

* *By entering your name in the "Signature" box above, you are signing this Application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Application. By entering your name in the "Signature" box above, you consent to be legally bound by this Application's terms and conditions.*

Date received:_____

Accepted by:_____

Gateway to Nature & Space

SUBMITTAL CHECKLIST

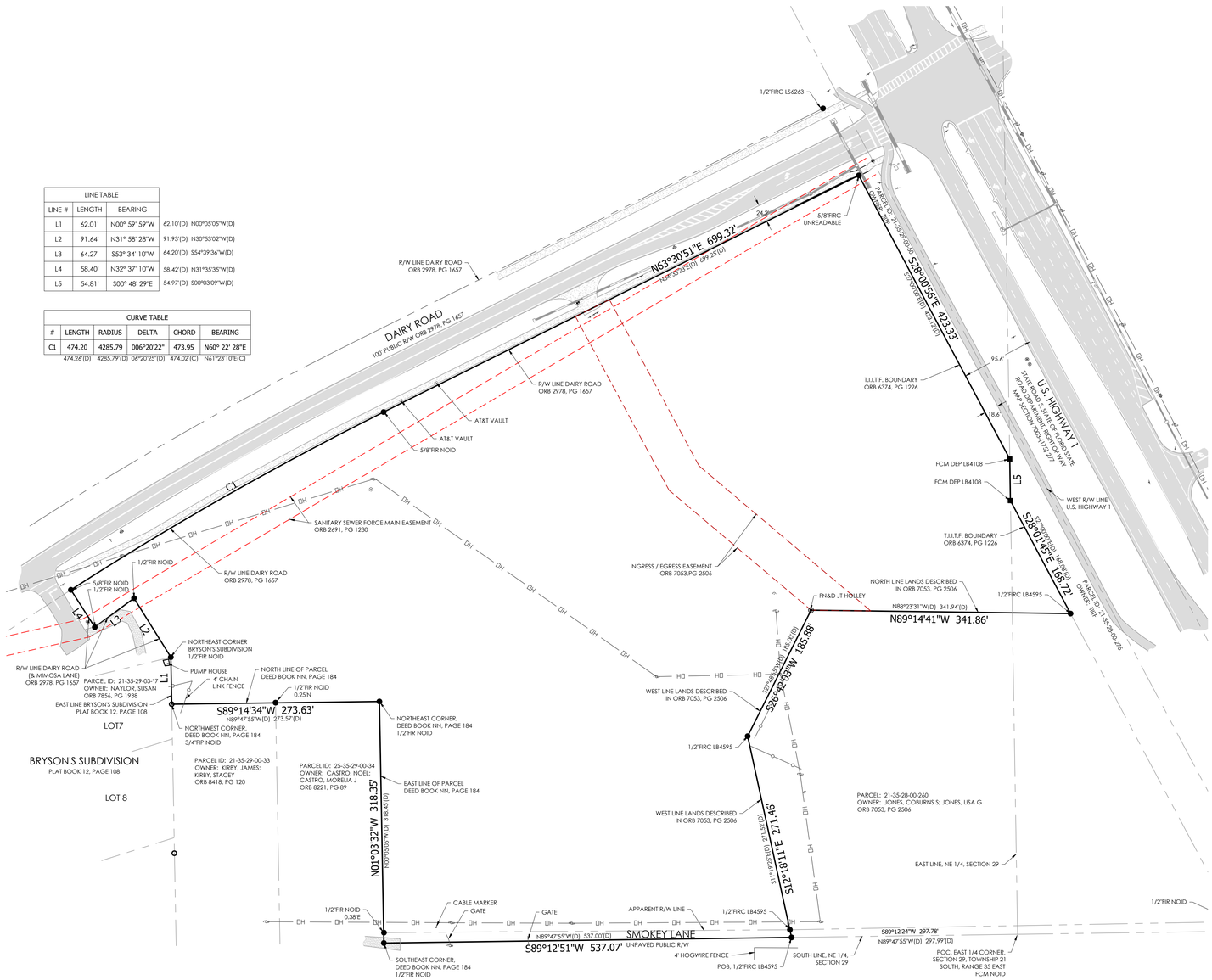
(Development Review Procedures Manual Section 7)

Please fill out the following and submit the documents to the Planning Department electronically. Payment of fees does not ensure a favorable decision. Additional information may include documents initially waived at the pre-application meeting but subsequently determined necessary by staff.

1.	Complete Application and Fees	☑
2.	Warranty Deed	☐
3.	Notarized Owner Authorization Form (If applicable)	☐
4.	Legal Description (from a certified survey in Microsoft Word format)	☐
5.	Certified Survey (sealed and containing permanent reference points as described by Chapter 177, Florida Statutes, with bearings, distances and closures)	☐
6.	Conceptual Site Plan (minimum 24" x 36") in hardcopy or electronic in PDF format.	☐
7.	Names, addresses and address labels for all property owners within 500 feet of the subject property. *Note: This listing is available from either the Brevard County Property Appraiser's Office or the City of Titusville Planning Department. Current charge for this service is $35.00.*	☑
8.	Pre-Application Meeting Date: April 8, 2025 Staff in Attendance: Mandy Lamothe	☐
9.	Completed Concurrency Application	☐

THE CONCEPTUAL PLAN SHALL INCLUDE THE FOLLOWING:
(Development Review Procedures Manual Section 7)

1.	All property lines and easements	☐
2.	The general location and size of all existing and proposed structures and parking areas.	☐
3.	All required landscaping, buffering, or screening.	☐
4.	General location of ingress and egress to the property	☐



LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 35 EAST, AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN EXHIBIT A IN THE WARRANTY DEED TO TRUSTEE UNDER DECLARATION OF TRUST, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5736, PAGE 7156, LESS AND EXCEPT THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7053, PAGE 2506, ALSO LESS AND EXCEPT THE RIGHT OF WAY FOR DAIRY ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 2978, PAGE 1657, AND ALL LANDS LYING NORTH OF SAID DAIRY ROAD. ALL REFERENCES TO OFFICIAL RECORDS ARE TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT A TRIANGULAR COQUINA MONUMENT SET BY L R PAXTON MARKING THE EAST 1/4 CORNER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 35 EAST, THENCE NORTH 89 DEGREES 47 MINUTES 55 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, 297.99 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE NORTH 89 DEGREES 47 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE 537.00 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED BOOK NN, PAGE 184, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE NORTH 00 DEGREES 05 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF SAID LAND 318.45 FEET TO THE NORTHEAST CORNER THEREOF, THENCE NORTH 89 DEGREES 47 MINUTES 55 SECONDS WEST ALONG THE NORTH LINE OF SAID LAND, 273.57 FEET TO THE NORTHWEST CORNER THEREOF AND THE EAST LINE OF BRYSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 12, PAGE 108, OF SAID PUBLIC RECORDS, THENCE NORTH 00 DEGREES 05 MINUTES 05 SECONDS WEST ALONG SAID EAST LINE 62.10 FEET TO THE NORTHEAST CORNER OF SAID BRYSON'S SUBDIVISION AND THE RIGHT OF WAY LINE FOR MIMOSA LANE AND DAIRY ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 2978, PAGE 1657, OF SAID PUBLIC RECORDS THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES, NORTH 30 DEGREES 53 MINUTES 02 SECONDS WEST, 91.93 FEET, THENCE SOUTH 54 DEGREES 39 MINUTES 36 SECONDS WEST 64.20 FEET, THENCE NORTH 31 DEGREES 35 MINUTES 35 SECONDS WEST, 58.42 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 4,285.79 FEET AND BEING CONCAVE SOUTHEASTERLY, FROM WHICH A RADIAL LINE BEARS SOUTH 31 DEGREES 47 MINUTES 02 SECONDS EAST, THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 20 MINUTES 25 SECONDS, 474.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 64 DEGREES 33 MINUTES 23 SECONDS EAST, 699.25 FEET TO THE WESTERLY LINE OF THE FORMER FLORIDA EAST COAST RAILWAY ENTERPRISE BRANCH LINE, THENCE ALONG SAID WESTERLY LINE THE FOLLOWING THREE COURSES, SOUTH 27 DEGREES 00 MINUTES 00 SECONDS EAST, 423.12 FEET TO THE EAST LINE OF SAID SECTION 29, THENCE SOUTH 00 DEGREES 03 MINUTES 09 SECONDS WEST 54.97 FEET, THENCE SOUTH 27 DEGREES 00 MINUTES 00 SECONDS EAST, 168.08 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7053, PAGE 2506, OF SAID PUBLIC RECORDS, THENCE ALONG THE NORTH AND WEST LINES OF SAID LAND THE FOLLOWING THREE COURSES, NORTH 88 DEGREES 23 MINUTES 31 SECONDS WEST, 341.94 FEET, THENCE SOUTH 27 DEGREES 48 MINUTES 55 SECONDS WEST 185.00 FEET, THENCE SOUTH 11 DEGREES 19 MINUTES 25 SECONDS EAST, 271.52 FEET TO THE POINT OF BEGINNING.

SCHEDULE B SECTION II TITLE EXCEPTIONS:

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS FORM. ***NOT A MATTER OF SURVEY.***

2. TAXES AND ASSESSMENTS FOR THE YEAR 2024 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. ***NOT A MATTER OF SURVEY.***

3. STANDARD EXCEPTIONS:

   A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. ***ALL OBSERVED MATTERS ARE SHOWN ON THIS MAP.***

   B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. ***NOT A MATTER OF SURVEY.***

   C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. ***NOT A MATTER OF SURVEY.***

   D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. ***NOT A MATTER OF SURVEY.***

4. EASEMENT FOR SANITARY SEWER FORCE MAIN RECORDED IN OFFICIAL RECORDS BOOK 2691, PAGE 1230, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. ***EASEMENT IS SHOWN ON THIS MAP.***

5. INTENTIONALLY DELETED.

6. EASEMENT CONTAINED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7053, PAGE 2506, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. ***EASEMENT IS SHOWN ON THIS MAP.***

7. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND. ***NOT A MATTER OF SURVEY.***

8. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. ***NOT A MATTER OF SURVEY.***

9. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS. ***NOT A MATTER OF SURVEY.***

NORTH
SCALE: 1" = 80'
0' 80' 160'

CERTIFICATION TO:

BLACKFIN PARTNERS INVESTMENTS,INC,
MISKEL BACKMAN LLP,
FIDELITY NATIONAL TITLE INSURANCE COMPANY,

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, INCLUDING ITEMS 1,2,3,4,5,8,13,16,18, & 19, FROM TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 20, 2025.

LEGEND:

FIRC = FOUND IRON ROD AND CAP
FIR = FOUND IRON ROD
SIRC = SET 1/2" IRON ROD WITH CAP STAMPED "LB8112"
FCM = FOUND CONCRETE MONUMENT
FN&D = FOUND NAIL & DISK
SN&D = SET NAIL & DISK STAMPED "PRM / PCP LB8112"
FIP = FOUND IRON PIPE
NOID = NO IDENTIFICATION
ORB = OFFICIAL RECORD BOOK
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R/W = RIGHT-OF-WAY
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(M) = MEASURED , (D) = DESCRIPTION / DEED ,
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SET NAIL AND DISK STAMPED "TRAV PT LB8112"
MES = MITERED END SECTION
RCP = REINFORCED CONCRETE PIPE
ADS = ADVANCED DRAINAGE SYSTEMS PIPE
NAVD = NORTH AMERICAN VERTICAL DATUM
NAD = NORTH AMERICAN DATUM
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LB = LICENSED BUSINESS
POWER POLE
HIGHWAY SIGN
TELEPHONE PEDESTAL
CABLE PEDESTAL
WELL
LIGHT POLE
OVERHEAD POWER LINE — OH —
TOB = TOP OF BANK — TOB —
TOS = TOE OF SLOPE — TOS —
ASPHALT AREA
CONCRETE AREA
DIRT DRIVE

Robert E Lazenby IV
Digitally signed by Robert E Lazenby IV
Date: 2025.02.26 13:53:33 -05'00'

SURVEYORS NOTES:

1. LAST DATE OF FIELD WORK FEBRUARY 20, 2025.

2. BEARINGS BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 83, 2011 ADJUSTMENT GRID BEARING.

3. ELEVATIONS AND BENCH MARKS ARE BASED ON BREVARD COUNTY BENCH MARK BC PID: BSA09, AT LATITUDE 28°38'23.61865"N, LONGITUDE: 80°49'53.69043"W, WITH AN ELEVATION OF 16.387 RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.

4 UNDERGROUND UTILITIES (SANITARY SEWER, STORM, POTABLE WATER, FIRE, ELECTRIC, GAS, CABLE, & TELEPHONE) WERE NOT LOCATED. ABOVE GROUND INDICATORS OF SUCH FACILITIES ARE SHOWN ON THIS MAP AS OBSERVED. NO INVESTIGATION WAS PERFORMED AS TO HOW THESE LOCATED FEATURES ARE CONNECTED BELOW THE GROUND.

5. UNDERGROUND ENCROACHMENTS WERE NOT LOCATED. ALL FEATURES SHOWN ON THIS MAP WERE LOCATED FROM VISIBLE EVIDENCE.

6. NO CEMETERIES OR BURIAL GROUNDS WERE OBSERVED ON THE PROPERTY.

7. WETLANDS WERE NOT DELINEATED FOR THIS SURVEY.

8. THIS MAP IS INTENDED TO BE DISPLAYED AT 1" = 80' FOR SHEET 1, AND 1" = 40' ON SHEET 2, AND 1" = 30' ON SHEET 3.

9. THIS SURVEY IS BASED ON FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER: 11983904, REVISION 1/LL-FEBRUARY 25, 2025, COMMITMENT DATE: 02/07/2025 AT 5:00 PM; PROPOSED INSURED: BLACKFIN PARTNERS INVESTMENTS, INC.

10. IT IS THE SURVEYORS UNDERSTANDING A NEW PARCEL WILL BE CREATED IN THE VICINITY OF THE TOPOGRAPHIC SURVEY SHOWN ON THIS MAP. THIS FIRST ISSUE OF SURVEY IS TO FACILITY CREATION OF NEW PARCEL GEOMETRY BY BUYER AND ENGINEER OF RECORD.

11. SEE SHEET 2 FOR TOPOGRAPHIC INFORMATION IN VICINITY OF PROPOSED CREATED PARCEL. SEE SHEET 3 FOR TREE SURVEY IN THE VICINITY OF PROPOSED CREATED PARCEL.

12. PIPES ARE SHOWN ON THIS MAP WHERE DIRECTION AND ORIENTATION WAS OBVIOUS TO SURVEYOR.

ALTA / NSPS TABLE "A"OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATION NOTES:

1. AS TO TABLE A OPTIONAL ITEM 1, MONUMENTATION WAS RECOVERED OR SET AT ALL PROPERTY CORNERS AS SHOWN ON THIS MAP.

2. AS TO TABLE A OPTIONAL ITEM 2, THE ADDRESS OF THE SUBJECT PARCEL IS U.S. HIGHWAY 1 & DAIRY ROAD, TITUSVILLE, FL 32796. A STREET NUMBER WAS NOT LISTED IN TITLE COMMITMENT.

3. AS TO TABLE A OPTIONAL ITEM 3, THE PROPERTY IS LOCATED WITHIN ZONE "X" WITH LESS THAN 0.2% ANNUAL FLOOD CHANCE ACCORDING TO FEMA MAP NUMBER 12009C0115H, EFFECTIVE DATE 01/29/2021.

4. AS TO TABLE A OPTIONAL ITEM 4, THE GROSS LAND AREA OF THE SUBJECT PARCEL AS FIELD SURVEYED IS 15.2720 ACRES.

5. AS TO TABLE A OPTIONAL ITEM 5, SEE THIS MAP FOR TOPOGRAPHIC INFORMATION WITHIN THE PROPOSED CREATED PARCEL AND ADJACENT RIGHT OF WAY.

6. AS TO TABLE A OPTION ITEM 6, A ZONING REPORT WAS NOT FURNISHED TO THE SURVEYOR.

7. AS TO TABLE A OPTIONAL ITEM 7a-c, THERE ARE NO BUILDINGS ON THE PARENT PARCEL.

8. AS TO TABLE A OPTIONAL ITEM 8, ALL OBSERVED SUBSTANTIAL FEATURES ARE SHOWN ON THIS MAP.

9. AS TO TABLE A OPTIONAL ITEM 9, THERE ARE NO PARKING FACILITIES ON THE PARENT PARCEL.

10. AS TO TABLE A OPTIONAL ITEM 10, THERE ARE NO DIVISION OR PARTY WALLS ON THIS PARCEL.

11. AS TO TABLE A OPTIONAL ITEM 11a & 11b, NO UTILITY PLANS OR REPORTS WERE PROVIDED TO THE SURVEYOR, NOR FIELD LOCATIONS. ALL UTILITIES SHOWN ON THIS MAP ARE AS OBSERVED.

12. AS TO TABLE A OPTIONAL ITEM 12, THE SURVEYOR DID NOT ENTER INTO ANY AGREEMENT TO PROVIDE ADDITIONAL GOVERNMENT AGENCY RELATED SURVEY REQUIREMENTS.

13. AS TO TABLE A OPTIONAL ITEM 13, THE NAMES OF ADJOINING PARCEL OWNERS ARE SHOWN ON THIS MAP.

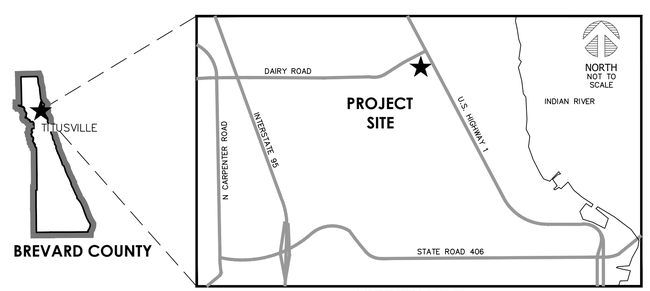
14 AS TO TABLE A OPTIONAL ITEM 14, THE DISTANCE TO THE NEAREST INTERSECTING STREET ON DAIRY ROAD IS APPROXIMATELY 365' SOUTHWEST OF THE NORTHWEST CORNER OF THE PARENT PARCEL TO OLD DIXIE HIGHWAY (STATE ROAD 405).

15. AS TO TABLE A OPTIONAL ITEM 15, THE ORTHO RECTIFIED PHOTO SHOWN ON THIS MAP WAS FLOWN FEBRUARY 6, 2025. THE IMAGE IS SHOWN FOR INFORMATIONAL PURPOSES ONLY TO DEMONSTRATE THE CONDITIONS OF THE PROPOSED CREATED PARCEL AT THE TIME OF SURVEY.

16. AS TO TABLE A OPTIONAL ITEM 16, NO EVIDENCE OF EARTHWORK OR CONSTRUCTION WAS OBSERVED ON THE PROPERTY.

17. AS TO TABLE A OPTIONAL ITEM 17, THE SURVEYOR WAS NOT PROVIDED ANY INFORMATION INDICATING CHANGES IN RIGHT OF WAY LINES.

18. AS TO TABLE A OPTIONAL ITEM 18, THE OFFSITE EASEMENTS LISTED IN THE TITLE COMMITMENT ARE SHOWN ON THIS MAP.



VICINITY MAP

NO.	DATE	APPROVED	DESCRIPTION

ROBERT E. LAZENBY, IV PROFESSIONAL SURVEYOR & MAPPER No. 6389 STATE OF FLORIDA
REGISTERED LAND SURVEYOR NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DRAWN BY: REL4 | CHECKED BY: REL4

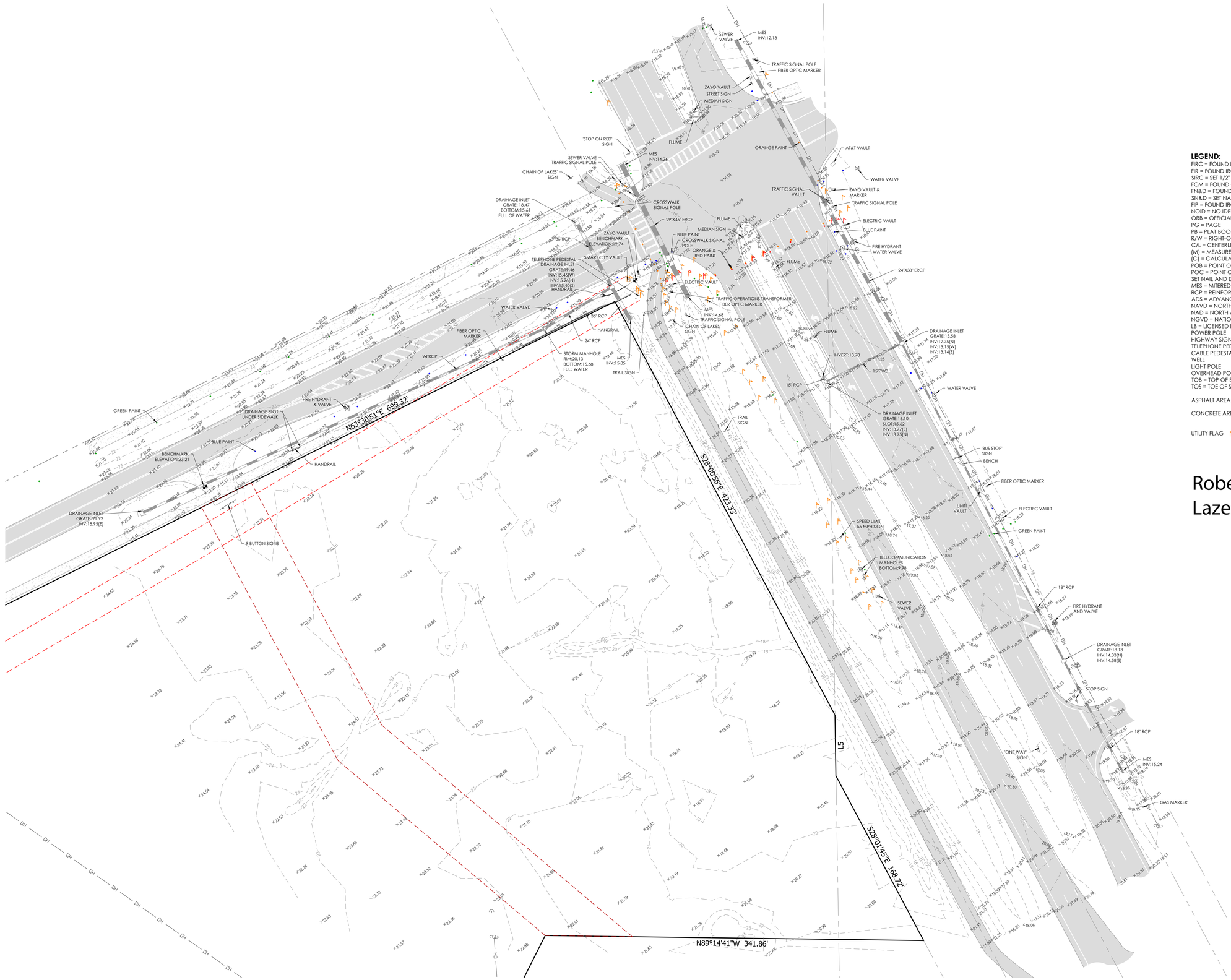
EMAIL: rlazenby@basepointsurveying.com
PHONE: (863) 537-7413
MAILING: 1500 SOUTH FLORIDA AVE. LAKELAND, FL 33803
PHYSICAL: 150 SOUTH WOODLAWN AVENUE, WINTER HAVEN, FL 33880
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112
BASEPOINT SURVEYING, INC.

CLIENT: BLACKFIN PARTNERS
PROJECT: TITUSVILLE-DAIRY ROAD

ALTA / NSPS LAND TITLE SURVEY

DAIRY ROAD, TITUSVILLE, FL 32796

PROJECT NO. 11324 | SHEET 1 OF 3



LEGEND:

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FIR = FOUND IRON ROD
SIRC = SET 1/2" IRON ROD WITH CAP STAMPED "LB8112"
FCM = FOUND CONCRETE MONUMENT
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TELEPHONE PEDESTAL
CABLE PEDESTAL
WELL
LIGHT POLE
OVERHEAD POWER LINE — OH —
TOB — TOB —
TOS — TOS —
ASPHALT AREA
CONCRETE AREA
UTILITY FLAG

Robert E Lazenby IV
Digitally signed by Robert E Lazenby IV
Date: 2025.02.26 13:54:09 -05'00'

NO.	DATE	APPROVED	DESCRIPTION

ROBERT E. LAZENBY, IV — No. 6389 — STATE OF FLORIDA — REGISTERED LAND SURVEYOR
PERFECT, DIGITALLY SIGNED AND SEALED
ADOBE ACROBAT SIGNATURE
ORIGINAL SIGNATURE

DRAWN BY: REL4 CHECKED BY: REL4

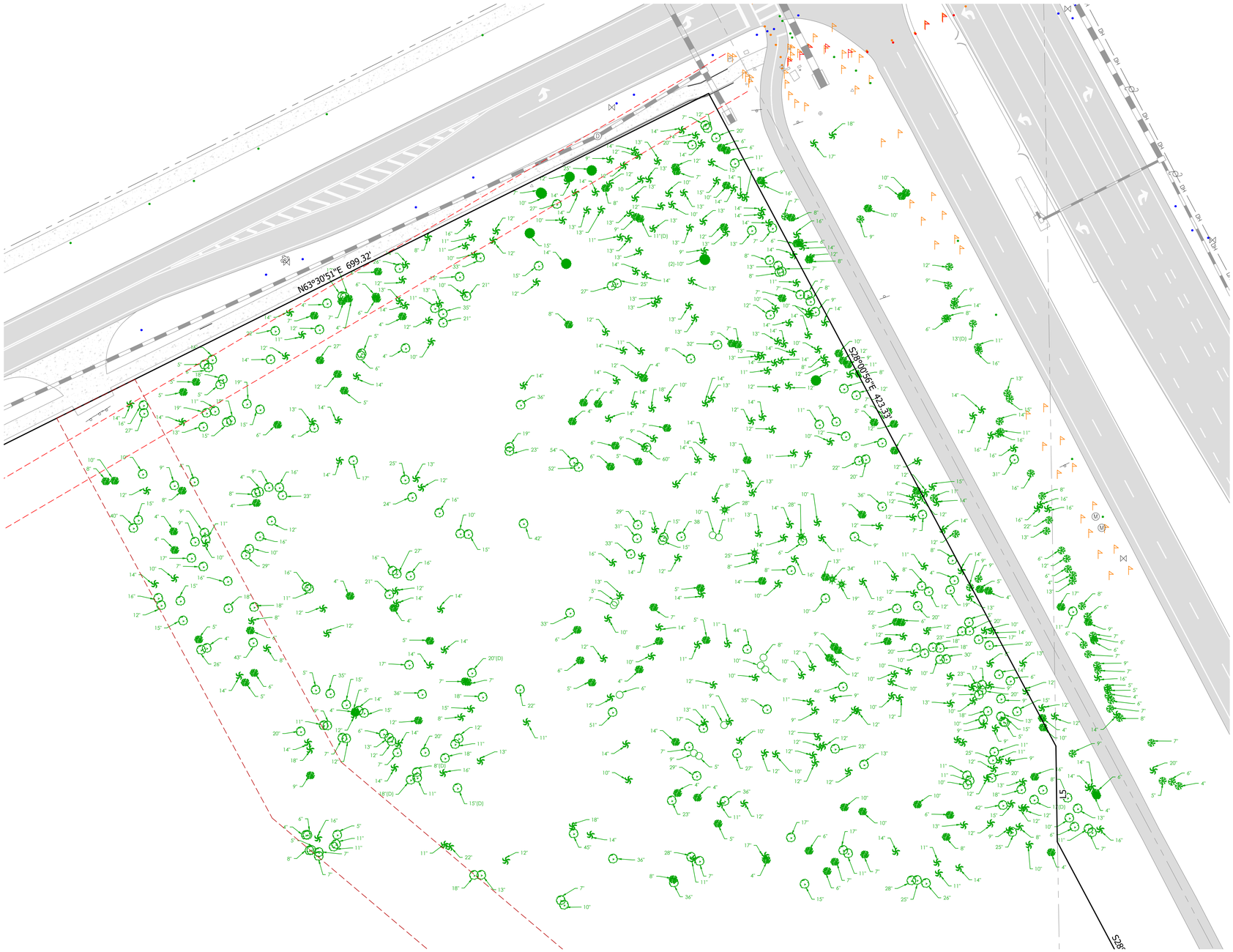
EMAIL: rlazenby@basepointsurveying.com
PHONE: (863) 537-7413
MAILING: 1500 SOUTH WOODLAWN AVENUE LAKELAND, FL 33803
PHYSICAL: 150 SOUTH WOODLAWN AVENUE LAKELAND, FL 33803
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112
BASEPOINT SURVEYING, INC.

CLIENT: BLACKFIN PARTNERS
PROJECT: TITUSVILLE-DAIRY ROAD

ALTA / NSPS LAND TITLE SURVEY

DAIRY ROAD, TITUSVILLE, FL 32796

PROJECT NO.	SHEET
11324	2 OF 3



NORTH

SCALE: 1" = 30'

0' 30' 60'

Robert E Lazenby IV

Digitally signed by Robert E Lazenby IV
Date: 2025.02.26 13:54:44 -05'00'

TREE LEGEND:

- OAK TREE
- PALM TREE
- MAPLE TREE
- PINE TREE
- CAMPHOR TREE
- MAGNOLIA TREE
- TREE SPECIES UNKNOWN

TREE NOTE:

DESCRIPTION OF ' (D)' IN TREE MEASUREMENT INDICATES A TREE THAT IS DEAD.

NO.	DATE	APPROVED	DESCRIPTION

ROBERT E. LAZENBY IV
P.E. #50006, PSM #6369
ROBERT E. LAZENBY IV
CERTIFICATE
No. 6369
STATE OF FLORIDA
REGISTERED PROFESSIONAL SURVEYOR
NOT VALID UNLESS SIGNED AND EMBOSSED SEALED OR DIGITAL SIGNATURE

DRAWN BY: REL4

CHECKED BY: REL4

EMAIL: rlazenby@basepointsurveying.com
PHONE: (863) 537-7413
MAILING: P.O. BOX 6437, LAKELAND, FL 33807
PHYSICAL: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

BASEPOINT SURVEYING, INC.

CLIENT: BLACKFIN PARTNERS

PROJECT: TITUSVILLE-DAIRY ROAD

ALTA / NSPS LAND TITLE SURVEY

DAIRY ROAD, TITUSVILLE, FL 32796

PROJECT NO.	SHEET
11324	3 OF 3

Prepared by and return to:
Yindra Velazquez
Alhadeff & Rousso Law, P.A.
11900 Biscayne Boulevard
Ste 289
Miami, FL 33181
786.618.9703
File No 4353

Parcel Identification No 21-35-28-00-279

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 22 **day of December, 2023** between **Robert Carl Goethe and Beverly Page Goethe, Trustees of Robert Carl Goethe and Beverly Page Goethe Revocable Trust dated July 6, 2011**, whose post office address is **10714 North River Ranch Path, Crystal River, FL 34428**, of the County of Citrus, State of Florida, Grantor, to **CHALAV LLC, a Florida Limited Liability Company**, whose post office address is **19955 Northeast 38th Court, 1006, Aventura, FL 33180,** of the County of Miami-Dade, Fl, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Brevard, Florida, to-wit:

See Exhibit A

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2023 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Robert Carl Goethe and Beverly Page Goethe Revocable Trust dated July 6, 2011

By: _____
Robert Carl Goethe, Trustee

By: _____
Beverly Page Goethe, Trustee

_____
WITNESS
PRINT NAME: Lacey Brown

_____
WITNESS
PRINT NAME: Ashley Toney

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this ____ day of December, 2023, by Robert Carl Goethe and Beverly Page Goethe, Trustees of Robert Carl Goethe and Beverly Page Goethe Revocable Trust dated July 6, 2011.

_____
Signature of Notary Public
Print, Type/Stamp Name of Notary

PAMELA L. SPEARMAN
Notary Public
State of Florida
Comm# HH082351
Expires 1/19/2025

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

Exhibit A
Legal Description

A parcel of land lying in the Northeast 1/4 of Section 29, Township 21 South, Range 35 East, and the Northwest 1/4 of Section 28, Township 21 South, Range 35 East, Brevard County, Florida, being the lands described in Exhibit A in the Warranty Deed to Trustee under Declaration of Trust, as described in Official Records Book 5736, Page 7156, LESS AND EXCEPT the lands described in Official Records Book 7053, Page 2506, ALSO LESS AND EXCEPT the Right of Way for Dairy Road as described in Official Records Book 2978, Page 1657, and all lands lying North of said Dairy Road, all references to Official Records are to the Public Records of Brevard County, Florida, said lands being more particularly described as follows:

Commence at a triangular coquina monument set by L R Paxton marking the East 1/4 corner of Section 29, Township 21 South, Range 35 East, thence North 89 degrees 47 minutes 55 seconds West along the South line of said Northeast 1/4, 297.99 feet to the Point of Beginning of this description, thence continue North 89 degrees 47 minutes 55 seconds West along said South line 537.00 feet to the Southeast corner of the land described in Deed Book NN, Page 184, of the Public Records of Brevard County, Florida, thence North 00 degrees 05 minutes 05 seconds West along the East line of said land 318.45 feet to the Northeast corner thereof, thence North 89 degrees 47 minutes 55 seconds West along the North line of said land, 273.57 feet to the Northwest corner thereof and the East line of Bryson's Subdivision as recorded in Plat Book 12, Page 108, of said Public Records, thence North 00 degrees 05 minutes 05 seconds West along said East line 62.10 feet to the Northeast corner of said Bryson's Subdivision and the Right of Way line for Mimosa Lane and Dairy Road as described in Official Records Book 2978, Page 1657, of said Public Records thence along said Right of Way line the following five courses, North 30 degrees 53 minutes 02 seconds West, 91.93 feet, thence South 54 degrees 39 minutes 36 seconds West 64.20 feet, thence North 31 degrees 35 minutes 35 seconds West, 58.42 feet to a point on a curve having a radius of 4,285.79 feet and being concave Southeasterly, from which a radial line bears South 31 degrees 47 minutes 02 seconds East, thence along the arc of said curve through a central angle of 06 degrees 20 minutes 25 seconds, 474.26 feet to the point of tangency of said curve, thence North 64 degrees 33 minutes 23 seconds East, 699.25 feet to the Westerly line of the former Florida East Coast Railway Enterprise Branch line, thence along said Westerly line the following three courses, South 27 degrees 00 minutes 00 seconds East, 423.12 feet to the East line of said Section 29, thence South 00 degrees 03 minutes 09 seconds West 54.97 feet, thence South 27 degrees 00 minutes 00 seconds East, 168.08 feet to the Northeast corner of lands described in Official Records Book 7053, Page 2506, of said Public Records, thence along the North and West lines of said land the following three courses, North 88 degrees 23 minutes 31 seconds West, 341.94 feet, thence South 27 degrees 48 minutes 55 seconds West 185.00 feet, thence South 11 degrees 19 minutes 25 seconds East, 271.52 feet to the Point of Beginning.

Verified
02/19/2026
PI

AD#12088903 2/19/2026

CITY OF TITUSVILLE
NOTICE OF PUBLIC HEARINGS

PLEASE TAKE NOTICE that the City Council of the City of Titusville will hold a public hearing on **Tuesday, March 10, 2026**, at a meeting commencing at **6:30 p.m.**, in the Council Chamber on the second floor of Titusville City Hall, 555 South Washington Avenue, Titusville, Florida 32796, to hear interested persons with regard to **Conditional Use Permit Application No. 9-2024** – City of Titusville Land Development Regulations (LDR) Section 28-214. – Mini-warehouse. - To allow a mini-warehouse use, for property located in the Light Industrial Services and Warehousing (M-1) zoning district, located west of US Highway 1 and South of State Road 50, identified by Brevard County Parcel ID No. 22-35-26-00-504.1, as submitted by Paul Goldberg, authorized representative of GFG Private Funds, LLC, Owner.

PLEASE ALSO TAKE NOTICE that on **Wednesday, March 4, 2025**, at a meeting commencing at **6:00 p.m.**, the Planning and Zoning Commission will hold a public hearing to hear interested persons with regard to these matters for recommendation to the City Council. This meeting and the public hearings will be held in the in the Council Chamber on the second floor of Titusville City Hall, 555 South Washington Avenue, Titusville, Florida 32796.

The proposed conditional use permit application may be inspected by the public in the City of Titusville Planning Department, 555 S. Washington Avenue, Titusville, FL 32796 during normal business hours, Monday through Friday (excluding holidays and weekends). All interested parties are hereby advised that they may appear at said meetings and public hearings and be heard with respect to the proposed conditional use permit application.

These matters are subject to the quasi-judicial rules of procedure. Interested parties should limit contact with the Planning and Zoning Commission and the City Council on this topic to properly noticed public hearings or to written communications to the City Clerk's Office.

Any person who decides to appeal any decision of the City Council or the Planning and Zoning Commission with respect to any matter being considered at these meetings will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

Wanda F. Wells, MMC, City Clerk,
City of Titusville,
555 South Washington Avenue,
Post Office Box 2806,
Titusville, Florida 32781-2806
Phone 321-567-3686 and
Fax 321-383-5704

florida today

Verified
02/19/26
PI.

Public Notices

Originally published at floridatoday.com on 02/19/2026

AD#12088903 2/19/2026

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Wanda F. Wells, MMC, City Clerk, City of Titusville,
555 South Washington Avenue, Post Office Box 2806,
Titusville, Florida 32781-2806
Phone 321-567-3686 and
Fax 321-383-5704

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Water and Sewer Revenue Bond, Series 2026**

Department/Office: Finance

Recommended Action:

Approve a new Water and Sewer Revenue Bond, Series 2026 authorizing the Mayor to sign and execute all related loan and contract documents with RegionsCapital Advantage as the loan provider, approve Supplemental Resolution No. 16-2026 and approve related Budget Amendment to fund the projects, closing costs, and debt service payment.

Summary Explanation & Background:

The City proposes issuance of a not to exceed $14,047,000 Water and Sewer Revenue Bond, Series 2026 to fund improvements to the City's water and sewer system and to pay the related cost of issuance. Improvements will be for the Blue Heron filter replacement in the amount of $5,759,700, Master pump station replacement in the amount of $4,633,786 and Bayview/Seminole lift station replacements in the amount of $3,606,514, with issuance costs not to exceed $47,000.

The City made a request to PFM Financial Advisors LLC (PFM) to examine funding opportunities for the above-described projects. The request included a desire to move in an expedited manner and a reduced cost of issuance. PFM recommended the City pursue a privately placed direct bank loan, which in today's market was expected to be an efficient and cost-effective method of financing.

On May 18, 2026, the City's financial advisor, PFM, sent out Request for Proposals (RFP) soliciting qualified financial institutions that could provide the City with a fixed rate, term loan at the lowest overall borrowing cost, pursuant to certain conditions as determined by the City. Seven (7) proposals from the following firms were received: BankUnited, Flagstar Public Funding, Pinnacle Bank, Regions Capital Advantage ("Regions"), TD Public Finance LLC, Truist Commercial Equity, and Webster Public Finance Corporation.

Based on PFM's review and discussion with City staff and Bond Counsel, it was determined that Regions Capital Advantage ("Regions") proposal provided the best combination of interest rate and terms most favorable to the City. Regions proposed an

indicative interest rate of 4.07% that could be locked up to 30 days in advance of closing, thus eliminating the risk of an increase during the current volatile market conditions between now and closing. Regions also provided the City the ability to prepay the 2026 Bond in whole or in part, at par after November 1, 2033. The interest rate was locked at 4.03% based on a closing date of July 16, 2026. Payments will start November 1, 2026 and continue with bi-annual payments on November 1st and May 1st each consecutive year, with the final payment being made November 1, 2040.

Alternatives:

1. Accept Regions Capital Advantage as the loan provider and execute the loan contract.
2. Accept an alternate loan provider.
3. Deny all loan providers.

Item Budgeted:

Yes, see BA for additional budget amendment.

Source/Use of Funds/Budget Book Page:

Source:	401-0000-384.10-00	Bond Proceeds	$331,000
	401-0000-384.10-00	Bond Proceeds	$ 47,000
	401-0000-389.50-12	Unreserved Proprietary	$400,514
Uses:	401-5555-536.65-00-WR2604	Capital Construction	$731,514
	401-5555-536.73-01	Debt Issuance Costs	$ 47,000

Strategic Plan:

No. 2 Efficient and Effective Services

Strategic Plan Impact:

No. 2 Efficient and Effective Services- By maintaining efficient operating systems within the City.

ATTACHMENTS:

1. Recommendation Memo - City of Titusville - Water and Sewer Revenue Bond Series 2026
2. Request for Proposals -- City of Titusville -- Water and Sewer Revenue Bond, Series 2026
3. Resolution - 2026 Water & Sewer(991764.5)
4. SRF Approval-Additional debt letter
5. BA FORM-2026 Bond
6. 4. Certified copy of Resolution No. 33-2033 adopted December 12, 2023 (02651568)
7. 3. Certified copy of Resolution No. 5-2010 adopted January 26, 2010 (02651569)
8. 2026 Bond AUP Report

9. City Atty Opinion(991766.3)DRAFT

June 24, 2026

Recommendation Memorandum

To: Teri Butler, Finance Director – City of Titusville

From: Jay Glover, Managing Director – PFM Financial Advisors LLC

Re: Water and Sewer Revenue Bond, Series 2026 – Recommendation Memorandum

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PFM Financial Advisors LLC ("PFM") was engaged by the City of Titusville, Florida (the "City") to serve as financial advisor for the City's proposed issuance of a not to exceed $14,060,000 Water and Sewer Revenue Bond, Series 2026 (the "2026 Bond") to (i) fund improvements to the City's water and sewer system and (ii) pay the related costs of issuance. Because of the desire to move in an expediated manner and reduced cost of issuance, PFM recommended the City pursue a privately placed direct bank loan, which in today's market was expected to be an efficient and cost-effective method of financing.

At the City's direction, PFM distributed a request for proposals ("RFP") on May 18, 2026, to a list of local, regional and national financial institutions to identify the institution that could provide the City with a tax-exempt, fixed rate, term loan at the lowest overall borrowing cost, pursuant to certain conditions as determined by the City. Prior to the submittal deadline (1:00 pm on June 17, 2026) the City received seven (7) proposals from the following institutions: BankUnited, Flagstar Public Funding, Pinnacle Bank, Regions Capital Advantage ("Regions"), TD Public Finance LLC, Truist Commercial Equity, and Webster Public Finance Corporation. A summary of the proposals is included in **Exhibit A**.

Based on PFM's review and discussions with City staff and Bond Counsel, it was determined that Region's proposal provided the best combination of interest rate and terms most favorable to the City. Regions proposed an indicative interest rate of 4.07% that could be locked up to 30 days in advance of closing, thus eliminating the risk of an increase in the interest rate during the current volatile market conditions between now and closing. The final interest rate will be locked upon receiving final direction to move forward from the City. Regions also provided the City the ability to prepay the 2026 Bond in whole or in part, at par after November 1, 2033.

Based on the interest rate and acceptable terms and conditions provided in their proposal, PFM recommends selecting Regions as the loan provider for the 2026 Bond. We look forward to discussing this recommendation at the City Council meeting on July 14th. If you have any questions, please feel free to contact me at 407-406-5760 or gloverj@pfm.com.

Exhibit A
Summary of Proposals

	BankUnited (Bridge Funding Group, Inc.)	Flagstar Public Funding Corp.	Pinnacle Bank	Regions Capital Advantage, Inc.
Contact Information	Michele A. Palmo 5 International Drive, Suite 100 Rya Brook, NY 10573 212-409-1477 mpalmo@bankunited.com	Scott M. Allison 121 West Trade Street, 12th Floor Charlotte, NC 28202 908-721-6664 Scott.allison@flagstar.com	Lisa Hayes Jacksonville, Florida 904-752-9828 LisaC.Hayes@pnfp.com	Rebecca Reynolds 100 N Tampa St, Ste 3400 Tampa, FL 33602 407-310-6074 rebecca.reynolds@regions.com
Not-to-Exceed Amount	$14,060,000	$14,060,000	$14,060,000	$14,060,000
Final Maturity	November 1, 2040	November 1, 2040 Subject to Put in 10 years on July 1, 2036 unless extended by Lender	November 1, 2040	November 1, 2040
Tax-Exempt Interest Rate(s)	Option 1: 4.61% (Indicative) Option 2: 4.56% (Indicative)	4.360% (Indicative)	4.39% (Fixed)	4.07% (Indicative)
Rate Set Calculation	Option 1: 79% × (10-Yr Treasury + 1.40%) Option 2: 79% × (10-Yr Treasury + 1.35%)	10-Yr SOFR Swap + 0.325%	-	(79% × 7-Year US Treasury) + 0.68%
Rate Locked to Closing, or Date to be Set	Rate set no more than 2 days prior to closing Proposal expires 45 days from June 17, 2026	Rate can be locked up to 30 days prior to closing 1-time rate adjustment up to 5 days prior to closing if rate decreases Proposal expires June 30, 2026 Target closing: July 16, 2026	Rate held through July 17, 2026 Acceptance required by July 2, 2026 Closing no later than July 17, 2026	Rate may be fixed up to 30 days in advance of closing Terms available through July 16, 2026
Prepayment Provisions	Option 1: • Year 1 at 103% • Year 2 at 102% • Year 3 at 101% • After 3rd anniversary: at 100% Option 2: • Before 5th anniversary: No Prepayment • After 5th anniversary: No penalty for Prepayment	Optional Redemption in Whole Only • By 11/1/2027 at 101.5% • By 11/1/2028 at 101.0% • By 11/1/2029 at 100.5% • Thereafter No penalty Note: No penalty if City issues public bond to refinance Mandatory Redemption: July 1, 2036 unless FPFC extends	Prepayable in whole or in part with 30 days notice: • Through 1st anniversary at 101.0% • 1st through 3rd anniversary at 100.5% • Thereafter at 100% Partial prepayments applied in inverse order of maturities	No prepayment before November 1, 2033 On or after 11/1/2033: Prepay in whole or in part, at par with 5 business days notice
Bank Counsel Fee	$12,500 (Weiss Serota Helfman Cole & Bierman)	Up to $5,000 (only if external counsel required; FPFC expects to use internal counsel)	Up to $9,500 (Michael L. Wiener Holland & Knight LLP)	Not-to-exceed $10,000 (Butler Snow)
Notes & Other Conditions	(i) Anti-dilution test per existing 2023 Bond agreement (ii) ACFR within 270 days of fiscal year end (iii) Operating and capital budget within 30 days of fiscal year start (iv) Default rate: existing rate + 2.00%	(i) Proceeds funded into escrow with Flagstar Bank, N.A. (ii) Rate Covenant and Additional Bonds Test with annual compliance certificate (iii) Audited financials within 210 days of fiscal year end (iv) Annual budget within 30 days of adoption (v) Parity lien preferred; junior lien if FDEP consent not obtained (vi) if 2026 Bond is Junior, FPFC would require no additional senior debt without FPFC consent (vii) FPFC retains assignment right	(i) Rate Covenant and Additional Bonds Test at 1.25x (ii) Audited financials within 270 days of fiscal year end (iii) Annual budget within 30 days of adoption (iv) Default rate: lesser of Prime + 6% / 18%, or 4% above applicable rate (v) Transfer restriction: minimum denomination $100,000 (vi) Project fund earns Effective Fed Funds Rate minus 0.50% (current: 3.13%) (vii) The City shall not issue any Bonds that have a prior or superior lien on the Net Revenues of the System without prior written consent of Lender.	(i) Rate Covenant of 1.25x and Additional Bonds Test of 1.25x (ii) Audited financials within 270 days of fiscal year end (iii) Annual budget within 60 days of adoption (iv) Default rate: applicable rate + 6% (v) Late fee: 5% if payment not received within 10 days of due date

	TD Public Finance LLC (TD Bank, US)	Truist Commercial Equity, Inc.	Webster Public Finance Corporation
Contact Information	Lance Aylsworth 255 Alhambra Circle Coral Gables, FL 33134 786-306-7404 Lance.Aylsworth@td.com	Clayton Thompson, CFA 333 S. Garland Ave. Fl 17 Orlando, FL 32801 407-701-4796 Clayton.Thompson@truist.com	Mark A. Cargo Concord, NC 28027 704-287-4493 mcargo@websterbank.com
Not-to-Exceed Amount	$14,060,000	$14,060,000	$14,060,000
Final Maturity	November 1, 2040	November 1, 2040	November 1, 2040
Tax-Exempt Interest Rate(s)	Option 1 (Closed Prepayment): 4.19% (Indicative) Option 2 (4-yr lockout): 4.29% (Indicative) Option 3 (Open Prepayment): 4.35% (Indicative)	Option 1 (6-year Put/Nov 2032): 4.27% (Fixed) Option 2 (No Put): 4.58% (Fixed)	4.28% (Fixed)
Rate Set Calculation	79% × (10-Year Treasury + 0.84%) (10-Yr Treasury at 4.47% as of 6/15/26)	-	-
Rate Locked to Closing, or Date to be Set	Rates held if City notified as recommended by 2pm June 24, 2026 (index not moved more than 5 bps) Rate Lock available once Bank selected (+/- 30 days) Acceptance required by June 24, 2026 Closing on or before July 16, 2026	Rates available through August 4, 2026 Term Sheet expires July 3, 2026	Rates valid through July 17, 2026 Term Sheet expires June 19, 2026
Prepayment Provisions	Option 1 (Closed): Up to 25% of principal/year without penalty; above 25% subject to make whole provision Option 2 (Open w/ 4-yr lockout): Prepay at par after 11/1/2030 with 30 days notice Option 3 : Prepayable at par anytime with 30 days notice	Option 1 (Standard Break Funding): Put date 11/1/2032 - Lender may put Bond to Borrower at put date unless extended (120 days prior notice required to request extension). Subject to break-funding fee. Option 2 (Prepayable in whole or in part with penalties below): • Years 1-2 at 105% • Years 2-4 at 104% • Years 4-6 at 103% • Years 6-8 at 102% • Years 8-10 at 101% • After year 10 at 100%	Prepayable on any payment date with 30 days notice: • Years 1-3 No Call • Years 4-5 at 101% • After Year 5 at 100%
Bank Counsel Fee	$9,000 (Michael Wiener, Holland & Knight) + $5,000 bank facility fee at closing Total: $14,000	$9,000 (Michael Wiener, Holland & Knight)	Not-to-exceed $5,000 (Gilmore & Bell)
Notes & Other Conditions	(i) Rate Covenant of 1.25x MADS and Additional Bonds Test of 1.25x MADS (ii) Audited financials within 270 days of fiscal year end; annual budget within 60 days (iii) Default rate: Prime Rate + 6% (Prime floor of 3%) (iv) Late fee: 6% if payment more than 15 days overdue (v) No debt may be issued senior to 2026 Bond without Purchaser's consent (vi) Auto-debit account required	(i) Subordinated Rate Covenant of 1.00x; Additional Bonds Test of 1.10x (ii) Audited financials within 270 days of fiscal year end; annual budget within 30 days of fiscal year end (iii) Bond secured by Subordinated Lien on net revenues, on parity with 2023 Bond	(i) Bond secured by Senior Lien on net revenues (ii) Escrow option available (borrower's choice of institution; must be FL-collateralized) (iii) Requires 3 most recent audited financial statements and most recent adopted budget (iv) Assignment permitted to affiliates, banks, or financial institutions with notice (no borrower consent required)

CITY OF TITUSVILLE, FLORIDA

REQUEST FOR PROPOSALS
RFP # 26-P-040-LR

BANK TERM LOAN

WATER AND SEWER REVENUE BOND, SERIES 2026

(NOT TO EXCEED AMOUNT OF $14,060,000)

Due Date: June 17, 2026
Due Time: 1:00 P.M. EST

REQUEST FOR PROPOSALS
RFP# 26-P-040-LR
BANK TERM LOAN
CITY OF TITUSVILLE, FLORIDA
WATER AND SEWER REVENUE BOND, SERIES 2026

I. INTRODUCTION

A. Objectives

The City of Titusville, Florida (the "City") is seeking offers from institutions that can provide the City with a fixed rate, term loan at the lowest overall borrowing cost, pursuant to certain conditions as determined by the City. The City's Water and Sewer Revenue Bond, Series 2026 (the "2026 Bond") will be issued to fund improvements to the City's water and sewer system, including but not limited to the following, as more fully described in Exhibit A:

- Blue Heron filter replacements
- Master pump station replacement
- Bayview/Seminole lift station replacements

The 2026 Bond will be a direct loan and the City is not preparing any disclosure documents to facilitate a public offering.

B. Instructions for Submitting Offers

1. Electronic Offers

Proposals should be submitted **on or before 1:00 P.M. ET, June 17, 2026** to the attention of:

Teri Butler, Finance Director
City of Titusville
Teri.Butler@Titusville.com

Jay Glover, *Managing Director*
PFM Financial Advisors LLC
gloverj@pfm.com

Omar Charbanou, *Senior Analyst*
PFM Financial Advisors LLC
charbanouo@pfm.com

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL OFFERS, TO WAIVE ANY INFORMALITIES OR IRREGULARITIES IN ANY OFFERS RECEIVED, OR TAKE ANY OTHER SUCH ACTIONS THAT MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

2. Offers

Each proposal should address all pertinent areas and be specific. Any conditions that differ from those outlined in this request for proposals should be clearly stated. The failure to disclose substantive terms, conditions and covenants may be considered cause for the respondent's offer to be rejected by the City at any time.

3. Questions, Additional Information

The Respondent shall examine all documents associated with this request for proposals and shall judge all matters relating to the adequacy of such documents. Any inquiries, suggestions or requests concerning clarification or for additional information shall be submitted in writing to the City's Financial Advisor, PFM Financial Advisors LLC, gloverj@pfm.com and charbanouo@pfm.com. The City shall not be responsible for oral interpretations given by any employee or its representative.

Contact with City of Titusville personnel or consultants other than the City's Financial Advisor regarding this Request for Proposals may be grounds for elimination from the selection process.

4. Tentative Schedule

The City will attempt to adhere to the following schedule:

May 18	Request for Proposals Issued
June 17	E-mailed proposals due no later than 1:00 P.M. EDST
July 1	Agenda Deadline (July 14 Council Meeting)
July 14	City Council Consideration of Bond Resolution
July 16	Anticipated Closing Date

The City reserves the right to alter these tentative dates, if necessary or desirable.

C. Security for the 2026 Bond

The 2026 Bond and the interest thereon are payable from and secured by a prior lien upon and pledge of the net revenues to be derived by the City from the operation of its water and sewer system. The 2026 Bond will not be secured by a debt service reserve fund. Following the issuance of the 2026 Bond, the only other parity debt outstanding will be the City's Water and Sewer Refunding Revenue Bond, Series 2023 (the "2023 Bond") that matures October 15, 2033 (see Exhibit B for debt service schedule). *To issue the 2026 Bond on a parity senior lien basis with the 2023 Bond, the City will be required to receive the consent of the Florida Department of Environmental Protection (FDEP) because of outstanding SRF debt covenants. Recent experience has indicated that FDEP might not consent to a senior lien direct placement loan. If so the 2026 Bond will need to be issued with a subordinate lien on net revenues and a parity lien with SRF debt. Please indicate*

your willingness to accept a subordinate lien and any additional conditions required to do so.

D. Structure of the Financing

The following describes the City's requirements in establishing the 2026 Bond:

1. Amount: Not to exceed $14,060,000.
2. Interest Rate/Tax Status: Fixed, tax-exempt rate on a non-bank qualified basis.
3. Repayment Provisions: Interest payments on the outstanding principal balance of the 2026 Bond will be calculated on a 30/360-day basis and will be paid semiannually on May 1 and November 1, of each year, beginning November 1, 2026. The principal amount of the 2026 Bond will be payable on November 1 as estimated and shown below. The City is interested in receiving proposals based on a 15-year repayment term.

Maturity Date	Principal
11/1/2026	250,000
11/1/2027	755,000
11/1/2028	785,000
11/1/2029	817,000
11/1/2030	849,000
11/1/2031	883,000
11/1/2032	919,000
11/1/2033	955,000
11/1/2034	993,000
11/1/2035	1,033,000
11/1/2036	1,075,000
11/1/2037	1,118,000
11/1/2038	1,162,000
11/1/2039	1,209,000
11/1/2040	1,257,000
Total	**14,060,000**

4. Prepayment Options: Please indicate whether the 2026 Bond can be pre-paid prior to maturity and if so, the associated terms for prepayment.
5. The City will not be funding a debt service reserve fund with respect to the 2026 Bond.

E. Lender Certifications

At the time of the closing date for the 2026 Bond, the offeror will be required to make certain certifications, including but not limited to certifications to the effect that it:

(a) has a present intent to hold the 2026 Bond subject to this transaction to maturity, earlier redemption, mandatory tender, or for its loan portfolio, and has no present

intention of reselling or otherwise disposing of all or a part of such 2026 Bond. Acknowledges that PFM Financial Advisors LLC ("Municipal Advisor") is relying on the foregoing representation and based on this representation this transaction meets the requirements for being a qualifying exception for purposes of MSRB Rule G-34, and Municipal Advisor is excepted and released from the requirement to request a CUSIP assignment on behalf of the City pursuant to MSRB Rule G-34 for the 2026 Bond.

(b) understands that the 2026 Bond may not be transferred in a denomination less than $100,000 under any circumstances and its right to transfer the 2026 Bond, in whole or in part, is subject to the delivery to the City of an investor letter from the transferee to substantially the same effect as the Investor Letter signed by the offeror at Closing, with no revisions except as may be approved in writing by the City;

(c) is a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes;

(d) is not purchasing the 2026 Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes;

(e) is a "Qualified Institutional Buyer" (as defined in Rule 144A promulgated under the Securities Act of 1933, as amended) or is an "Accredited Investor" (as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended);

(f) has sufficient knowledge and experience in financial and business matters to be able to evaluate the risk and merits of the investment represented by the 2026 Bond and is able to bear the economic risks of such investment; and

(g) has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City and the use of proceeds of the 2026 Bond and the security therefor so that, as a reasonable investor, it has been able to make its decision to purchase the 2026 Bond.

II. EVALUATION OF OFFERS - CRITERIA

Offers will be evaluated based on cost and compliance with the proposed structure and terms of the 2026 Bond as outlined in this Request for Proposals.

A. Offer Format

In order to assist the City in reviewing the offers, each offer shall be prepared utilizing the following format and headings:

1. Contact Information - State the legal name of the financial institution or firm, current principal business address, contact person, telephone, and email.

2. Interest Rate - State the fixed rate being offered based on the Repayment Provisions. The City prefers for the fixed rate to be held through the Final Closing date (anticipated to be July 16, 2026). If the interest rate provided is indicative and subject to change before the closing, please provide the index and calculation supporting the proposed rate. The only interest rate adjustment the City will consider is in the event the 2026 Bond is determined to be taxable solely due to the acts and/or omissions of the City.

3. Fees and Expenses - Describe in detail all fees and expenses which the City will be responsible to pay in connection with the 2026 Bond. The amounts stated in the offer shall represent the maximum amounts payable to the respondent by the City. All fees and expenses in excess of those stated in the offer shall be the sole responsibility of the respondent and will not be paid or reimbursed by the City. The City's Bond Counsel, Bryant Miller Olive will prepare the necessary documents and deliver an opinion regarding the excludability of interest from gross income for federal income tax purposes on the 2026 Bond. PFM will serve in the sole capacity as financial advisor to the City and not as a placement agent for the Note.

4. Conditions - Provide a listing of all conditions, terms, or restrictions, other than those specified in this Request for Proposals, which would be contained within in your commitment to provide the 2026 Bond.

III. INSTRUCTIONS TO RESPONDENTS

A. Respondents shall thoroughly examine and be familiar with the specifications presented in this Request for Proposals. Failure of any respondent to receive or examine this document shall in no way relieve any respondent of obligations pertaining to its offer.

B. Any changes or modifications in the offer to the specifications presented in this Request for Proposals can result in the rejection of the offer as being non-responsive.

C. The responsibility for submitting the offer on or before the specified date and time will be solely and strictly the responsibility of the respondent. The City will in no way be responsible for delays caused by transmission of the offer or a delay caused by any other occurrence.

D. The response deadline shall be strictly observed. Under no circumstances will an offer delivered after the time specified be considered.

E. Respondents will not be allowed to withdraw or modify their offer for a period of ninety (90) days after the specified due date.

F. The City reserves the right to reject the offer of any respondent who has previously failed in the proper performance of a contract or to deliver on time other contracts similar in nature, or who is not in a position to perform properly under the terms of this Request for proposals.

G. Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.

H. The successful respondent may not assign any portion of the 2026 Bond except in accordance with the loan agreement between the parties.

I. Changes to this Request for Proposals may be made by and at the sole discretion of the City.

J. Warranties - The respondent, in submission of its offer, warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in providing the services under the proposed documents.

K. No Collusion - The respondent, by submitting an offer in response to this Request for Proposals, certifies that its offer is made without previous understanding, agreement, or connection either with any other firms or corporations submitting an offer to provide the same term loan, or with the City. The respondent also certifies that its offer is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

L. 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.

IV. OTHER INFORMATION

A. The City reserves the right to accept or reject any and all offers and to waive any irregularities or informalities in any offer and to reject any part of any offer as it may deem to be in the best interest of the City. The award will be to the institution whose offer complies with all of the requirements set forth in this Request for Proposals and whose offer, in the sole opinion of the City, is best for the City taking into consideration all aspects of the offer and the specification in this Request for Proposals, including the fixed rate offered and any additional terms, conditions and/or covenants.

B. In the event the successful respondent does not execute a contract within a timeframe acceptable to the City, the City may give notice of intent to award the contract and sale of the 2026 Bond to the next best offer in the sole opinion of the City or to solicit new offers and may proceed to act accordingly.

C. There is no expressed or implied obligation for the City to reimburse respondents for any expenses incurred in preparing an offer to this Request for Proposals.

D. Purchasers will be provided with the opinion of Bryant Miller Olive, Bond Counsel to the City, as to the validity of the 2026 Bond and the exclusion from gross income for federal income tax purposes of interest thereon and the opinion of the City Attorney, as to the due authorization, execution, and the due enactment and enforceability of the Bond Resolution, at no additional cost to the Purchaser.

Exhibit A:
Project Description

Project Description	Scope of Work
Blue Heron Filter Replacements	At the Blue Heron Water Reclamation Facility located at 4800 Deep Marsh Road. Replacement of Blue Heron Water Treatment Plant filter system with new filters to improve water quality, allow for recirculation of existing stored reuse waters and to improve plant efficentcy.
Master Pump Station Replacement	At the City of Titusville Field Operations Office located at 1135 Knox McRae Dr. Replacement of existing master pump station located at 1125 Knox McRae Drive to provide for more efficent operation to protect the environment and provide a long term pump station to address future capacity needs.
Bayview / Seminole Lift Station Replacments	At the Seminole Lift Station adjacent to 1302 Riverside Drive and the Bayview Lift Station adjacent to 1510 Riverside Drive. Replacement of the Seminole Street lift station and demolition of the Bayview lift station. Additionally a gravity sewer expansion is needed to provide for the demolition of the Bayview lift station. The bond proceeds will be utilized to fund the gap between the project cost and the exisiting resilancy grant the City currently is awarded.

Exhibit B:
Parity Debt Table

Period Ending	Proposed Series 2026 Bond	Series 2023	Aggregate Debt Service
11/1/2026	439,029	551,398	990,427
11/1/2027	1,307,400	650,732	1,958,132
11/1/2028	1,307,200	650,691	1,957,891
11/1/2029	1,307,800	651,624	1,959,424
11/1/2030	1,307,120	651,438	1,958,558
11/1/2031	1,307,160	651,134	1,958,294
11/1/2032	1,307,840	650,666	1,958,506
11/1/2033	1,307,080	650,985	1,958,065
11/1/2034	1,306,880	-	1,306,880
11/1/2035	1,307,160	-	1,307,160
11/1/2036	1,307,840	-	1,307,840
11/1/2037	1,307,840	-	1,307,840
11/1/2038	1,307,120	-	1,307,120
11/1/2039	1,307,640	-	1,307,640
11/1/2040	1,307,280	-	1,307,280
Total	**18,742,389**	**5,108,668**	**23,851,057**

RESOLUTION NO. [__]-2026

A RESOLUTION SUPPLEMENTING RESOLUTION NO. 5-2010, AS AMENDED AND SUPPLEMENTED, OF THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $14,047,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS WATER AND SEWER SYSTEM REVENUE BOND, SERIES 2026, FOR THE PURPOSE OF FINANCING CERTAIN CAPITAL IMPROVEMENTS TO THE CITY'S WATER AND SEWER SYSTEM; PLEDGING PLEDGED FUNDS TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS ON PARITY WITH THE CITY'S OTHER OUTSTANDING OBLIGATIONS IN THE MANNER AND TO THE EXTENT PROVIDED IN RESOLUTION NO. 5-2010, AS SUPPLEMENTED AND AMENDED FROM TIME TO TIME; AWARDING THE SALE OF THE BOND TO REGIONS CAPITAL ADVANTAGE, INC.; PROVIDING CERTAIN TERMS AND DETAILS OF SUCH BOND; AUTHORIZING CERTAIN OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH, MAKING SUCH DETERMINATIONS AS ARE REQUIRED AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BOND; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, the City of Titusville, Florida (the "City"), duly adopted Resolution No. 5-2010 on January 26, 2010, (the "2010 Resolution"), which authorized the issuance of obligations of the City entitled City of Titusville, Florida Water and Sewer System Revenue Refunding Bonds, Series 2010, and further authorized the issuance of additional debt, pursuant to the provisions thereunder; and

WHEREAS, the City has previously issued its Water and Sewer Revenue Bond, (Subordinate) Series 2023 (the "Series 2023 Bond") which is currently outstanding in the aggregate principal amount of $4,266,000; and

WHEREAS, the City has previously entered into various outstanding State Revolving Fund Loan Agreements (the "SRF Loans"), including all payment obligations incurred thereunder; and

WHEREAS, the City now desires to issue its Water and Sewer Revenue Bond, Series 2026 (the "Series 2026 Bond") in accordance with the requirements set forth in the 2010 Resolution, and on parity in all respects to the Series 2023 Bond and the SRF Loans and use the proceeds thereof to finance certain capital improvements to the City's Water and Sewer System, including, but not limited to, Blue Heron filter replacements, Master pump station replacements and Bayview/Seminole lift station replacements (the "Project") and to pay the costs of issuance thereof; and

WHEREAS, the 2010 Resolution is considered to be the master bond resolution for the issuance of additional parity debt for the construction and acquisition of any additions, extensions and improvements to the City's Water and Sewer System set forth therein; and

WHEREAS, the Series 2026 Bond is an Additional Parity Bond pursuant to Section 14.S of the 2010 Resolution; and

WHEREAS, the Series 2026 Bond is on parity in all respects to the Series 2023 Bond, as to the lien on and source and security for payment from Pledged Funds; and

WHEREAS, the City has or will have complied with the terms, limitations and conditions contained in the 2010 Resolution and is or will be, therefore, legally entitled to issue the Series 2026 Bond herein authorized as parity debt under the 2010 Resolution; and

WHEREAS, the covenants, pledges and conditions contained in the 2010 Resolution shall be applicable to the Series 2026 Bond herein authorized; and

WHEREAS, the City issued its Request for Proposals and received proposals from various financial institutions, on or before June 17, 2026, to provide for the purchase of the Series 2026 Bond; and

WHEREAS, on June 1, 2026 the City received the required consent of the Florida Department of Environmental Protection to the issuance of the Series 2026 Bond on parity with the SRF Loans; and

WHEREAS, the City has determined that the proposal from Regions Capital Advantage, Inc. (the "Lender") contains the terms and provisions that are most favorable to the City and the City desires to award the sale of the Series 2026 Bond to the Lender pursuant to a negotiated sale for the purposes of Section 218.385, Florida Statutes. Prior to the issuance of the Series 2026 Bond, the City shall receive from the Lender a Lender's Certificate, the form of which is attached hereto as **Exhibit "A"** and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, the form of which is attached hereto as **Exhibit "B"**; and

WHEREAS, the Series 2026 Bond shall not constitute a general obligation or a pledge of the full faith, credit or taxing power of the City, the State of Florida, or any political subdivision or agency thereof, within the meaning of any constitutional or statutory provisions. Neither the State of Florida, nor any political subdivision or agency thereof, nor the City shall be obligated (i) to exercise its ad valorem taxing power in any form on any real or personal property of or in the City to pay the principal of, premium, if any, and the interest on the Series 2026 Bond, or other costs incidental thereto, or (ii) to pay the same from any other funds of the City except from the Pledged Funds on parity with the Series 2023 Bond and the SRF Loans, in the manner and to the extent provided herein and in the 2010 Resolution and the SRF loan documents, respectively; and

WHEREAS, the City will act as the Registrar and Paying Agent for the Series 2026 Bond; and

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Part II, Florida Statutes, as amended, Section 12, Article VII of the Florida Constitution, the 2010 Resolution, the Charter of the City of Titusville, Florida and other applicable provisions of law.

SECTION 2. DEFINITIONS. Capitalized terms not expressly defined herein shall have the meanings ascribed thereto in the 2010 Resolution. In addition to the terms defined in the WHEREAS clauses to this Resolution and unless the context clearly indicates some other meaning, all words and terms used in this Resolution shall have the following meanings:

"**Bond Counsel**" means any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the validity of bonds issued by states and political subdivisions and duly admitted to practice law in the State.

"**City Attorney**" means the attorney designated as such by the City Council of the City.

"**Date of Delivery**" means July 16, 2026.

"**Loan**" means the loan in the principal amount of not to exceed Fourteen Million Forty-Seven Thousand Dollars ($14,047,000) from the Lender to the City pursuant to this Resolution.

"**Resolution**" shall mean this Resolution which amends and supplements the 2010 Resolution.

SECTION 3. FINDINGS. The WHEREAS clauses recited above are hereby incorporated herein as a part of this Resolution.

SECTION 4. AUTHORIZATION AND DESCRIPTION OF SERIES 2026 BONDS. Subject and pursuant to the provisions of the 2010 Resolution, the City hereby determines to issue: its "City of Titusville, Florida Water and Sewer Revenue Bond, Series 2026," for the principal purpose of providing funds which shall be sufficient to (i) finance the Project and (ii) pay the costs of issuing the Series 2026 Bond.

The Series 2026 Bond shall be dated the Date of Delivery, shall be issued in the form of a fully registered Bond, calculated in accordance with the terms of the Bond and shall bear interest from its dated date, payable semi-annually, on May 1 and November 1 of each year, commencing November 1, 2026 (the "Interest Payment Dates"), and maturing in such amounts on November 1 of such years, commencing November 1, 2026 and shall be subject to such redemption prior to maturity, all as provided in the Series 2026 Bond. The Series 2026 Bond shall mature on November 1, 2040 (the "Maturity Date"), the final date on which all outstanding principal and unpaid accrued interest on the Series 2026 Bond, or any portion thereof, shall be payable.

For any payment that is more than ten (10) days late, the Lender may impose a late fee equal to 5% of the amount of the late payment.

The Series 2026 Bond shall be payable from the Pledged Funds, which consist primarily of Net Revenues of the City's Water and Sewer System. The following conditions shall apply to the Series 2026 Bond:

(a) the aggregate principal amount of the Series 2026 Bond shall not exceed $14,047,000;

(b) the Series 2026 Bond shall bear interest at a rate not to exceed 4.03% per annum; and

(c) the Series 2026 Bond shall mature no later than the November 1, 2040.

SECTION 5. FORM OF BOND. The Mayor and the City Clerk are hereby authorized to execute, by manual or facsimile signature, the Series 2026 Bond substantially in the form attached hereto as **Exhibit "C"**, with such additions or deletions as the persons executing the Series 2026 Bond may approve, their execution (whether by manual or facsimile signatures) to constitute conclusive evidence of such approval. The Registrar is hereby directed to authenticate the Series 2026 Bond by its manual signature.

SECTION 6. APPLICATION OF BOND PROCEEDS. The proceeds derived from the sale of the Series 2026 Bond shall be applied as follows:

(a) a sufficient amount of the Series 2026 Bond proceeds shall be used by the City to pay the costs and expenses associated with the issuance of the Series 2026 Bond; and

(b) the remaining Series 2026 Bond proceeds shall be used to finance the Project.

SECTION 7. ADDITIONAL DEBT; DEBT SERVICE COVERAGE RATIO. During the term of the Series 2026 Bond, the City agrees and covenants with the Lender:

(a) that the Net Revenues for each Fiscal Year shall equal 1.25 times the Maximum Bond Service Requirements coming due in each Fiscal Year on all Bonds, including any subordinate bonds then outstanding, subject to adjustment as provided in the 2010 Resolution; and

(b) that prior to issuing any other indebtedness, Net Revenues shall equal at least 1.25 times the Maximum Bond Service Requirements coming due in the current or any future Bond Year on all Bonds, including any subordinate bonds then outstanding and on the proposed indebtedness and no Event of Default shall have occurred and is continuing. The City shall not issue any Bonds that have a prior or superior lien on the Net Revenues of the System to the Series 2026 Bond without the prior written consent of the holder of the Series 2026 Bond.

SECTION 8. FEES AND EXPENSES OF LENDER. The City shall pay to the Lender within thirty (30) days of demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expense) incurred or paid by the Lender in connection with enforcement of its rights under the Series 2026 Bond and this Resolution.

SECTION 9. ASSIGNMENT. The Lender may transfer the Series 2026 Bond in whole, or in part in denominations not less than $100,000 to an Accredited Investor within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder, or a "qualified institutional buyer" as that term is defined under Rule 144A of the Securities Act 1933. The City shall not assign its rights hereunder or under the Series 2026 Bond without the prior written consent of the Lender.

SECTION 10. NO ADVISORY OR FIDUCIARY RELATIONSHIP. The Series 2026 Bond is being purchased in a direct private placement transaction and the terms of the Series 2026 Bond have been established through negotiations between the Lender and the City in an arm's-length transaction. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of the Bond), the City acknowledges and agrees, that: (a) (i) the City has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the Series 2026 Bond, (iii) the Lender is not acting as a municipal advisor or financial advisor to the City, and (iv) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the City with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the City has provided other services or is currently providing other services to the City on other matters); (b) (i) the City is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the City or any other person, and (ii) the Lender has no obligation to the City, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the Bond; and (c) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the City, and the Lender has no obligation to disclose any of such interests to the City. This Resolution and the Series 2026 Bond are entered into pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated herein.

SECTION 11. CONDITIONS PRECEDENT. The obligation of the Lender to make the Loan is subject to the satisfaction of each of the following conditions precedent on or before the Date of Delivery:

A. Action. The Lender shall have received a copy of this Resolution certified as complete and correct as of the Date of Delivery, together with the executed Series 2026 Bond, and the customary closing certificates.

B. Incumbency of Officers. The Lender shall have received an incumbency certificate of the City in respect of each of the officers who are authorized to sign this Resolution, the Bond, and any related documents on behalf of the City.

C. Opinions of Bond Counsel and City Attorney. The Lender shall have received a written opinions of Bond Counsel and the City Attorney in form and substance satisfactory to the Lender and its counsel.

D. Representations and Warranties; No Event of Default. The representations and warranties made by the City herein shall be true and correct in all material respects on and as of the Date of Delivery, as if made on and as of such date; no Event of Default shall have occurred and be continuing as of the Date of Delivery or will result from the consummation of the Loan; and the Lender shall have received a certificate from the City to the foregoing effect. There shall be no material and adverse changes in the financial condition of the City on the Date of Delivery.

SECTION 12. COVENANTS OF THE CITY. The Series 2026 Bond, herein authorized, shall for all intents and purposes be considered parity debt issued under the authority of the 2010 Resolution and shall be entitled to all the protection and security provided therein. The covenants and pledges contained in the 2010 Resolution and this Resolution shall be applicable to the Series 2026 Bond. The 2010 Resolution provides for the issuance of parity debt upon satisfying the requirements therein.

SECTION 13. FINANCIAL REPORTING. So long as the Series 2026 Bond is outstanding, the City shall provide the following to the Lender:

(1) a copy of its audited annual comprehensive financial report ("ACFR") prepared by an independent certified public accountant within 270 days of the end of its fiscal year,

(2) a copy of its annual budget within 60 days of its adoption or amendment;

(3) such other information as the Lender may reasonably require including any other operating data and financial information the City is required to file under any continuing disclosure agreements.

SECTION 14. DEBT SERVICE RESERVE FUND. The Series 2026 Bond will not be secured by a debt service reserve fund.

SECTION 15. GENERAL AUTHORITY. The members of the City Council, the City Clerk, the Finance Director and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and all things required of them by this Resolution for the full punctual and complete performance of all the terms, covenants and agreements contained in the

Series 2026 Bond, this Resolution, and each member, employee, attorney and officer of the City Council is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

SECTION 16. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy or express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2026 Bond.

SECTION 17. WAIVER OF JURY TRIAL. To the extent permitted by applicable law, the City and the Lender irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the City and the Lender, whether arising out of tort or by statute relating to the Resolution or the Series 2026 Bond. This provision is a material inducement for the Lender's determination to make the Loan to the City.

SECTION 18. PATRIOT ACT. The City represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The City further represents and warrants to the Lender that the City and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

SECTION 19. PRIVATELY NEGOTIATED LOAN. The City acknowledges and agrees that the Lender is acquiring the Bond in evidence of a privately negotiated loan and in that connection the Bond shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number.

SECTION 20. 2010 RESOLUTION TO CONTINUE IN FORCE. The 2010 Resolution and all the terms and provisions thereof are and shall remain in full force and effect.

SECTION 21. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED in Regular Session, this 14th day of July, 2026.

CITY OF TITUSVILLE, FLORIDA

(SEAL)

ATTEST:

By:_____
Andrew Connors, Mayor

By:_____
Wanda F. Wells, City Clerk

EXHIBIT "A"

FORM OF

LENDER'S CERTIFICATE

This is to certify that Regions Capital Advantage, Inc. (the "Lender") has made a loan (the "Loan") to the City of Titusville, Florida (the "City"). The Loan is evidenced by the City's Water and Sewer Revenue Bond, Series 2026 dated July 16, 2026 (the "Bond"). The Lender acknowledges that the Loan is being made as a direct loan to the City and that the City will not make a filing with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access repository. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in the resolution adopted by the City Council of the City on July 14, 2026 relating to the Bond (the "Resolution").

The Lender has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City in connection with the Loan and no inference should be drawn that the Lender, in the acceptance of the Bond, is relying on Bond Counsel or the City Attorney of the City as to any such matters other than the legal opinions rendered by Bond Counsel, Bryant Miller Olive P.A., and the City Attorney.

The Lender acknowledges that no CUSIP numbers or credit ratings have been obtained with respect to the Bond.

The Lender is not acting as a broker or other intermediary and is funding the Loan with its own capital and for its own account and not with a present view to a resale or other distribution to the public. The Bond will only be sold to an Accredited Investor within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder, a "qualified institutional buyer" as that term is defined under Rule 144A of the Securities Act 1933 or a trustee as part of a multiple asset pool to a partnership or trust or similar transaction, provided, however, the Series 2026 Bond shall not be sold as a part of a public offering. The Lender is not purchasing the Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

The Lender is an "accredited investor" as such term is defined in the 1933 Act and Regulation D thereunder and/or a "qualified institutional buyer" as that term is defined under Rule 144A of the Securities Act 1933.

Neither the Lender nor any of its affiliates shall act as a fiduciary for the City or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor with respect to the proposed issuance of the Bond. Neither the Lender nor any of its affiliates has provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the City with respect to the proposed issuance of the Bond. The City has represented to the Lender that it has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to

structure, timing, terms and similar matters) with respect to the proposed issuance of the Bond from its financial, legal and other advisors (and not the Lender or any of its affiliates) to the extent that the City desired to obtain such advice.

Dated this 16th day of July 2026.

REGIONS CAPITAL ADVANTAGE, INC.

By: _____
Name: _____
Title: _____

EXHIBIT "B"

FORM OF

DISCLOSURE LETTER

Regions Capital Advantage, Inc. (the "Lender"), has negotiated with the City of Titusville, Florida (the "City"), to acquire its Water and Sewer Revenue Bond, Series 2026 (the "Series 2026 Bond"), in the aggregate principal amount of $14,047,000. Prior to the award of the Series 2026 Bond, the following information is hereby furnished to the City:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to the Lender in connection with its purchase of the Series 2026 Bond (such fees and expenses to be paid by the City):

Counsel to the Lender
Butler Snow LLP: $10,000.00

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with its purchase of the Series 2026 Bond to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the City, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the City and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2026 Bond.

3. The amount of the underwriting spread expected to be realized by the Lender is $0.00. There is no underwriting in connection with the sale of the Series 2026 Bond.

4. The management fee to be charged by the Lender is $0.

5. Truth-in-Bonding Statement:

Pursuant to the Supplemental Resolution (as defined herein), the proceeds from the Series 2026 Bond are being issued to finance certain improvements to the City's Water and Sewer System and pay the costs of issuing the Series 2026 Bond.

Unless earlier redeemed, the Series 2026 Bond is expected to be repaid by November 1, 2040, at a fixed rate of interest equal to 4.03%, with total interest paid over the life of the Series 2026 Bond estimated to be $4,700,956.38.

The Series 2026 Bond will be secured solely by and payable solely from a lien upon and pledge of all Net Revenues of the System and certain other funds on deposit pursuant to the hereinafter-described Resolution (the "Pledged Funds"), as the Pledged Funds are more particularly described in Resolution No. 5-2010 adopted by the City on January 26, 2010, as amended and supplemented (the "2010 Resolution"), and as particularly amended and supplemented by Resolution No. [___]-2026 adopted by the City on July 14, 2026 (the "Supplemental Resolution" and together with the 2010 Resolution, the "Resolution"). Issuance of the Series 2026 Bond is estimated to result in an annual average of approximately $1,311,810.36 (average annual debt service) of revenues of the City not being available to finance the services of the City during the life of the Series 2026 Bond.

6. The name and address of the Lender is as follows:

Regions Capital Advantage, Inc.
1900 Fifth Avenue N., Suite 2400
Birmingham, AL 35203

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 16th day of July, 2026.

REGIONS CAPITAL ADVANTAGE, INC.

By: _____
Name: _____
Title: _____

EXHIBIT C

FORM OF BOND

ANY HOLDER SHALL, PRIOR TO BECOMING A HOLDER, EXECUTE A LENDER'S CERTIFICATE IN THE FORM ATTACHED TO THE RESOLUTION (AS HEREINAFTER DEFINED) CERTIFYING, AMONG OTHER THINGS, THAT SUCH HOLDER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND/OR A "QUALIFIED INSTITUTIONAL BUYER" AS THAT TERM IS DEFINED UNDER RULE 144A OF THE ACT, AND REGULATION D THEREUNDER.

UNITED STATES OF AMERICA
CITY OF TITUSVILLE, FLORIDA
WATER AND SEWER REVENUE BOND
SERIES 2026

Principal Sum	Interest Rate	Maturity Date	Date of Issuance
$14,047,000	4.03%	November 1, 2040	July 16, 2026

Principal Sum: FOURTEEN MILLION FORTY-SEVEN THOUSAND DOLLARS

The City of Titusville, Florida (the "City"), for value received, hereby promises to pay to the order of Regions Capital Advantage, Inc., a Tennessee for profit corporation, or its assigns (the "Holder"), at such place as the Holder may from time to time designate in writing, the Principal Sum stated above loaned to the City by the Holder pursuant to Resolution No. 5-2010 adopted by the City on January 26, 2010, as amended and supplemented (the "2010 Resolution") and as particularly amended and supplemented by Resolution No. [__]-2026 adopted by the City on July 14, 2026 (the "Supplemental Resolution" and together with the 2010 Resolution, the "Resolution"), together with interest thereon as hereinafter provided until the Maturity Date or the date the principal amount of this Bond is paid in the manner hereinafter set forth in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Holder hereof by the Registrar and Paying Agent at the address designated in writing by the Holder for purposes of payment or by bank wire or bank transfer as such Holder may specify in writing to the Registrar and Paying Agent.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Resolution.

This Bond shall bear interest per annum at the rate indicated above, subject to adjustment as provided below, which shall be calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

In the event of a Determination of Taxability (as defined below) due to the actions or inactions of the City, the Interest Rate payable on this Bond shall be increased by the Holder to a rate sufficient to provide to the Holder with its same after-tax yield from and after the date interest on the Loan became includable in the Holder's gross income for federal income tax purposes , and taking into account all penalties, fines, interest and additions to tax paid or payable by such Holder to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" shall mean: (a) the receipt by the City or Holder of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence from the Internal Revenue Service which legally holds that the interest on this Bond is includable in the gross income of the Holder thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest on this Bond is includable in the gross income of the Holder thereof; or (c) receipt by the City or Holder of a written opinion of Bond Counsel to the effect that the interest on this Bond has become includable in the gross income of the Holder thereof for federal income tax purposes. For all purposes of this definition, a Determination of Taxability shall be deemed to occur on the date as of which the interest on this Bond is deemed includable in the gross income of the Holder thereof for federal income tax purposes.

The Holder shall provide to the City such documentation to evidence any adjustment to the Interest Rate and the calculations made in connection therewith. All calculations and determinations by the Holder of the amounts payable pursuant to the Interest Rate adjustment provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

During the occurrence and continuation of an Event of Default, the Interest Rate shall be increased to the Interest Rate plus six percent (6%) until such time as such Event of Default is cured.

Interest on this Bond shall be paid semi-annually on May 1 and November 1, commencing November 1, 2026 until this Bond is paid in full. Principal on this Bond shall be paid in annual installments beginning November 1, 2026, and on every November 1 thereafter until the Maturity Date. Principal payments on this Bond shall be paid as set forth on Schedule I attached hereto and made a part hereof.

In the event of a payment not received within ten (10) days of the date such payment is due, a late fee of five percent (5%) of the total payment due shall be applied by the Holder to the City’s account.

All payments made by the City hereon shall apply first to accrued interest, then to other charges due the Holder, and the balance thereof shall apply to the principal amount then due on this Bond.

This Bond is authorized to be issued in the outstanding aggregate principal amount equal to the Principal Sum under the authority of and in full compliance with the provisions of Chapter 166, Part II, Florida Statutes, as amended, Section 12, Article VII of the Florida Constitution, the Resolution, the Charter of the City of Titusville, Florida, and other applicable provisions of law and is subject to all terms and conditions of said Resolution for the purpose of financing certain capital improvements for the City's Water and Sewer System and paying the costs of issuance relating thereto. This Bond shall be payable from the Pledged Funds which consist primarily of Net Revenues of the City's Water and Sewer System.

This Bond may not be prepaid prior to November 1, 2033. This Bond is prepayable in whole or in part, without penalty, on or after November 1, 2033, upon five (5) Business Days' prior written notice to the Holder specifying the amount of prepayment. Partial prepayments of Principal must occur on an Interest Payment Date. Prepayment in whole may occur on any Business Day. The City's written notice to the Holder of prepayment is irrevocable. Any and all partial prepayments of Principal shall be applied in the inverse order of maturity.

Additional debt may be issued under the 2010 Resolution for the purposes and upon the terms and subject to the conditions therein stated.

This Bond is transferable by the Holder as provided in the Resolution.

The City, the Paying Agent, and the Bond Registrar may treat the person in whose name this Bond is registered on the Bond register maintained by the Bond Registrar as the absolute owner of this Bond for all purposes and shall not be affected by any notice to the contrary.

The City hereby waives presentment, demand, protest and notice of dishonor. This Bond is governed and controlled by the Resolution and reference is hereby made thereto regarding Events of Default and other matters.

THIS BOND DOES NOT PLEDGE THE FULL FAITH AND CREDIT OR TAXING POWER OF THE CITY, THE STATE OF FLORIDA, OR ANY AGENCY, INSTRUMENTALITY, OR POLITICAL SUBDIVISION THEREOF. THIS BOND, AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON, ARE PAYABLE ONLY FROM THE PLEDGED FUNDS, WHICH CONSIST GENERALLY OF THE NET REVENUES (GROSS REVENUES LESS EXPENSES OF OPERATION AND MAINTENANCE) DERIVED BY THE CITY FROM OPERATION OF ITS WATER AND SEWER SYSTEM AND CERTAIN OTHER AMOUNTS ON DEPOSIT FROM TIME TO TIME IN CERTAIN OF THE FUNDS AND ACCOUNTS CREATED PURSUANT TO THE RESOLUTION, ALL AS MORE FULLY DESCRIBED IN THE RESOLUTION. This Note is issued on parity with the Series 2023 Bond as to the lien on and pledge of the Net Revenues of the System and on parity with the SRF Loans, as defined in the Resolution.

No recourse shall be had for the payment of principal of, interest on, with respect to, this Bond, or for any claim based hereon, against any member of the City Council of the City or against any officer or employee, past, present or future, of the City or of any successor body, either

directly or through the City or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers and employees is released as a condition of and as consideration for the execution and delivery of this Bond.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Titusville, Florida, has caused this Bond to be signed in its name by the facsimile signature of its Mayor and its corporate seal to be hereunto affixed and duly attested by the facsimile signature of its City Clerk.

CITY OF TITUSVILLE, FLORIDA

(SEAL)

By: _____
Mayor

Attest: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

Dated _____, _____

CITY OF TITUSVILLE, FLORIDA, Bond Registrar

By: _____
Authorized Signatory

ASSIGNMENT AND TRANSFER FOR VALUE RECEIVED

The undersigned hereby sells, assigns and transfers unto _____

_____

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____

_____

Attorney to transfer said Bond on the books of the within named Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

_____ _____

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration, or enlargement or any change whatsoever, and must be signature guaranteed by a bank, savings and loan association or stock brokerage firm.

PRINCIPAL AMORTIZATION INSTALLMENTS

Principal Payment Date (November 1)	**Principal Amount**
2026	$ 218,000
2027	754,000
2028	785,000
2029	817,000
2030	849,000
2031	884,000
2032	919,000
2033	956,000
2034	995,000
2035	1,035,000
2036	1,077,000
2037	1,120,000
2038	1,165,000
2039	1,212,000
2040	1,261,000

FLORIDA DEPARTMENT OF
Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

June 1, 2026

Sandra Reller
Public Works Director
City of Titusville
555 South Washington Avenue
Titusville, FL 32796

Re: DW050330, DW050331, DW050200, DW050201, DW050300, WW050340, WW050350 – City of Titusville
Consent to Issue Additional Debt

Dear Ms. Reller:

This is in response to your May 4, 2026 request regarding the issuance of the City of Titusville's Water and Sewer Revenue Bond, Series 2026 (The "Series 2026 Bonds"), in an amount not to exceed $14,060,000. The revenue and debt service information provided by you indicates that the net revenues of the City's water and sewer system will satisfy the coverage requirements of State Revolving Fund Loan Agreements referenced above for issuing additional debt. In accordance with Section 7.02 of the Loan Agreement, the Department gives its consent for the issuance of The Series 2026 Bonds as a parity obligation.

If we may be of further assistance, please call Jessica Lee at (850)245-2968.

Sincerely,

Teresa Robson, Program Administrator
State Revolving Fund Management

TR/jl

Budget Amendment/Transfer Form

Source of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
401-0000-384.10-00		DEBT PROCEEDS/BONDS	$ 47,000	Budget Amendment
401-0000-384.10-00		DEBT PROCEEDS/BONDS	$ 331,000	Budget Amendment
401-0000-389.50-12		UNRESERVED PROPRIETARY	$ 400,514	Budget Amendment
		Total	**$ 778,514**	

Use of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
401-5555-536.65-00	WR2604	NON-DEPARTMENTA/CONSTRUCTION IN PROGRESS	$ 731,514	Budget Amendment
401-5555-536.73-01		OTHER DEBT SERV COSTS/ISSUE	$ 47,000	Budget Amendment
		Total	**$ 778,514**	

Input Name:	Budget Office Approval:	Notes:
		Adjust debt proceeds to Bond amount inc issuance cost
Input Date:	**Budget Office Approval Date:**	
Manual JE/BA#:	**Post Date:**	

CERTIFICATE REGARDING RESOLUTION NO. 33-2023

I, Wanda F. Wells, the undersigned City Clerk of the City of Titusville, Florida (the "City"), **DO HEREBY CERTIFY** that:

Attached hereto is a copy of "**A RESOLUTION SUPPLEMENTING RESOLUTION NO. 5-2010, AS AMENDED AND SUPPLEMENTED, OF THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $5,050,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS WATER AND SEWER SYSTEM REVENUE BOND, (SUBORDINATE) SERIES 2023, FOR THE PURPOSE OF FINANCING CERTAIN CAPITAL IMPROVEMENTS TO THE CITY'S WATER AND SEWER SYSTEM; PLEDGING PLEDGED FUNDS TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS IN THE MANNER AND TO THE EXTENT PROVIDED IN RESOLUTION NO. 5-2010, AS SUPPLEMENTED AND AMENDED FROM TIME TO TIME; AWARDING THE SALE OF THE BOND TO COGENT LEASING AND FINANCING, INC.; PROVIDING CERTAIN TERMS AND DETAILS OF SUCH BOND; AUTHORIZING CERTAIN OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH, MAKING SUCH DETERMINATIONS AS ARE REQUIRED AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BOND; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.**" adopted at a meeting of the City Council duly called and held on December 12, 2023, at which meeting a quorum was present and acting throughout, which resolution has been compared by me with the original thereof as recorded in the Minute Book of said City and that said resolution is a true, complete and correct copy thereof, and said resolution has been duly adopted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof in the form attached.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City as of the 12th day of December, 2023.

(SEAL)

Wanda F. Wells, City Clerk

[Signature Page – Certificate as to Resolution 33-2023]

RESOLUTION NO. 33-2023

RESOLUTION NO. 33-2023

A RESOLUTION SUPPLEMENTING RESOLUTION NO. 5-2010, AS AMENDED AND SUPPLEMENTED, OF THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $5,050,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS WATER AND SEWER SYSTEM REVENUE BOND, (SUBORDINATE) SERIES 2023, FOR THE PURPOSE OF FINANCING CERTAIN CAPITAL IMPROVEMENTS TO THE CITY'S WATER AND SEWER SYSTEM; PLEDGING PLEDGED FUNDS TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON A JUNIOR AND SUBORDINATE BASIS ON SAID BONDS IN THE MANNER AND TO THE EXTENT PROVIDED IN RESOLUTION NO. 5-2010, AS SUPPLEMENTED AND AMENDED FROM TIME TO TIME; AWARDING THE SALE OF THE BOND TO COGENT LEASING AND FINANCING, INC.; PROVIDING CERTAIN TERMS AND DETAILS OF SUCH BOND; AUTHORIZING CERTAIN OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH, MAKING SUCH DETERMINATIONS AS ARE REQUIRED AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BOND; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, the City Council (the "City Council") of the City of Titusville, Florida (the "City"), duly adopted Resolution No. 5-2010 on January 26, 2010, (the "2010 Resolution"), which authorized the issuance of obligations of the City entitled City of Titusville, Florida Water and Sewer System Revenue Refunding Bonds, Series 2010, and further authorized the issuance of additional debt, including subordinate debt pursuant to the provisions thereunder; and

WHEREAS, the City has previously issued its Water and Sewer Revenue Refunding Bond, Series 2020 (the "Series 2020 Bond") which is currently outstanding in the aggregate principal amount of $3,580,000; and

WHEREAS, the City has previously entered into various outstanding State Revolving Fund Loan Agreements (including all payment obligations under subsequently incurred State Revolving Fund Loan Agreements, the "SRF Loans"); and

WHEREAS, the City now desires to issue its Water and Sewer Revenue Bond, (Subordinate) Series 2023 (the "Series 2023 Bond") on a junior and subordinate basis in all respects to the Series 2020 Bond but shall be on parity with respect to the SRF Loans and use the proceeds thereof to finance certain capital improvements to the City's Water and Sewer System (the "Project") and to pay the costs of issuance thereof; and

WHEREAS, the 2010 Resolution provides for the issuance subordinate debt for the construction and acquisition of any additions, extensions and improvements to the City's Water and Sewer System set forth therein; and

WHEREAS, the Series 2023 Bond is junior and subordinate in all respects to the Series 2020 Bond, as to lien on and source and security for payment from Pledged Funds; and

WHEREAS, prior to the issuance of the 2023 Bond, the City will have received the required consent of the Florida Department of Environmental Protection (relating to the SRF Loans) to the issuance of the 2023 Bond; and

WHEREAS, the City has or will have complied with the terms, limitations and conditions contained in the 2010 Resolution and is or will be, therefore, legally entitled to issue the Series 2023 Bond herein authorized as subordinate debt under the 2010 Resolution; and

WHEREAS, the covenants, pledges and conditions contained in the 2010 Resolution shall be applicable to the Series 2023 Bond herein authorized; and

WHEREAS, the City issued its Request for Proposals dated October 13, 2023 and received proposals from various financial institutions to provide for the purchase of the Series 2023 Bond; and

WHEREAS, the City has determined that the proposal from Cogent Leasing and Financing, Inc. (the "Lender") contains the terms and provisions that are most favorable to the City and the City desires to award the sale of the Series 2023 Bond to the Lender pursuant to a negotiated sale for purposes of Section 218.385, Florida Statutes. Prior to the issuance of the Series 2023 Bond, the City shall receive from the Lender a Purchaser's Certificate, the form of which is attached hereto as Exhibit "A" and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, the form of which is attached hereto as Exhibit "B"; and

WHEREAS, the Series 2023 Bond shall not constitute a general obligation or a pledge of the full faith, credit or taxing power of the City, the State of Florida, or any political subdivision or agency thereof, within the meaning of any constitutional or statutory provisions. Neither the State of Florida, nor any political subdivision or agency thereof, nor the City shall be obligated (i) to exercise its ad valorem taxing power in any form on any real or personal property of or in the City to pay the principal of, premium, if any, and the interest on the Series 2023 Bond, or other costs incidental thereto, or (ii) to pay the same from any other funds of the City except from the Pledged Funds on a junior and subordinate basis with respect to the Series 2020 Bond, in the manner and to the extent provided herein and in the 2010 Resolution; and

WHEREAS, the City will act as the Registrar and Paying Agent for the Series 2023 Bond; and

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Part II, Florida Statutes, as amended, Section 12, Article

VII of the Florida Constitution, the 2010 Resolution, the Charter of the City of Titusville, Florida (the "Act"), and other applicable provisions of law.

SECTION 2. DEFINITIONS. Capitalized terms not expressly defined herein shall have the meanings ascribed thereto in the 2010 Resolution. In addition to the terms defined in the WHEREAS clauses to this Resolution and unless the context clearly indicates some other meaning, all words and terms used in this Resolution shall have the following meanings:

"Bond Counsel" means any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the validity of bonds issued by states and political subdivisions and duly admitted to practice law in the State.

"City Attorney" means the attorney designated as such by the City Council of the City.

"Date of Delivery" means December 14, 2023.

"Loan" means the loan in the principal amount of not to exceed Five Million Fifty Thousand Dollars ($5,050,000) from the Lender to the City pursuant to this Resolution.

"Resolution" shall mean this Resolution which amends and supplements the 2010 Resolution.

SECTION 3. FINDINGS. The WHEREAS clauses recited above are hereby incorporated herein as a part of this Resolution.

SECTION 4. AUTHORIZATION AND DESCRIPTION OF SERIES 2023 BONDS. Subject and pursuant to the provisions of the 2010 Resolution, the City hereby determines to issue: its "City of Titusville, Florida Water and Sewer Revenue Bond, (Subordinate) Series 2023," for the principal purpose of providing funds which shall be sufficient to (i) finance the Project and (ii) pay the costs of issuing the Series 2023 Bond.

The Series 2023 Bond shall be dated the Date of Delivery, shall be issued in the form of a fully registered Bond, shall bear interest from its dated date, payable semi-annually, on October 15 and April 15 of each year, commencing April 15, 2024 (the "Interest Payment Dates"), and maturing in such amounts on October 15 of such years, commencing October 15, 2024 and shall be subject to such redemption prior to maturity, all as provided in the Series 2023 Bond.

The following conditions shall apply to the Series 2023 Bond:

(a) the aggregate principal amount of the Series 2023 Bond shall not exceed $5,050,000; and

(b) the Series 2023 Bond shall mature no later than October 15, 2033.

SECTION 5. FORM OF BOND. The Mayor and the City Clerk are hereby authorized to execute, by manual or facsimile signature, the Series 2023 Bond substantially in the form attached hereto as Exhibit "C", with such additions or deletions as the persons executing the

Series 2023 Bond may approve, their execution (whether by manual or facsimile signatures) to constitute conclusive evidence of such approval. The Registrar is hereby directed to authenticate the Series 2023 Bond by its manual signature.

SECTION 6. APPLICATION OF BOND PROCEEDS. The proceeds derived from the sale of the Series 2023 Bond shall be applied as follows:

(a) a sufficient amount of the Series 2023 Bond proceeds shall be used by the City to pay the costs and expenses associated with the issuance of the Series 2023 Bond; and

(b) the remaining Series 2023 Bond proceeds shall be used to finance the Project.

SECTION 7. ADDITIONAL DEBT; DEBT SERVICE COVERAGE RATIO. During the term of the Series 2023 Bond, the City agrees and covenants with the Lender:

(a) that the Net Revenues for each Fiscal Year shall equal 1.25 times the Maximum Bond Service Requirements coming due in each Fiscal Year on all Bonds, including any subordinate bonds then outstanding, subject to adjustment as provided in the 2010 Resolution; and

(b) that prior to issuing any other subordinated indebtedness, Net Revenues shall equal at least 1.25 times the Maximum Bond Service Requirements coming due in the current or any future Bond Year on all Bonds, including any subordinate bonds then outstanding and on the proposed indebtedness and no Event of Default shall have occurred and is continuing. The City shall not issue any Bonds that have a prior or superior lien on the Net Revenues of the System to the Series 2023 Bond without the prior written consent of the holder of the Series 2023 Bond.

SECTION 8. FEES AND EXPENSES OF LENDER. The City shall pay to the Lender within thirty (30) days of demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expense) incurred or paid by the Lender in connection with enforcement of its rights under the Series 2023 Bond and this Resolution.

SECTION 9. ASSIGNMENT. The Lender may transfer the Series 2023 Bond in whole, or in part, to an Accredited Investor within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder, a "qualified institutional buyer" as that term is defined under Rule 144A of the Securities Act 1933 or a trustee as part of a multiple asset pool to a partnership or trust or similar transaction, provided however, the Series 2023 Bond shall not be sold as a part of a public offering.

SECTION 10. NO ADVISORY OR FIDUCIARY RELATIONSHIP. The Series 2023 Bond is being purchased in a direct private placement transaction and the terms of the Series 2023

Bond have been established through negotiations between the Lender and the City in an arm's-length transaction. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of the Bond), the City acknowledges and agrees, that: (a) (i) the City has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the Series 2023 Bond, (iii) the Lender is not acting as a municipal advisor or financial advisor to the City, and (iv) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the City with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the City has provided other services or is currently providing other services to the City on other matters); (b) (i) the City is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the City or any other person, and (ii) the Lender has no obligation to the City, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the Bond; and (c) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the City, and the Lender has no obligation to disclose any of such interests to the City. This Resolution and the Series 2023 Bond are entered into pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated herein.

SECTION 11. CONDITIONS PRECEDENT. The obligation of the Lender to make the Loan is subject to the satisfaction of each of the following conditions precedent on or before the Date of Delivery:

A. Action. The Lender shall have received a copy of this Resolution certified as complete and correct as of the Date of Delivery, together with the executed Series 2023 Bond, and the customary closing certificates.

B. Incumbency of Officers. The Lender shall have received an incumbency certificate of the City in respect of each of the officers who are authorized to sign this Resolution, the Bond, and any related documents on behalf of the City.

C. Opinion(s) of Bond Counsel and/or City Attorney. The Lender shall have received a written opinion or opinions of Bond Counsel and/or the City Attorney in form and substance satisfactory to the Lender and its counsel.

D. Representations and Warranties; No Event of Default. The representations and warranties made by the City herein shall be true and correct in all material respects on and as of the Date of Delivery, as if made on and as of such date; no Event of Default shall have occurred and be continuing as of the Date of Delivery or will result from the consummation of the Loan;

and the Lender shall have received a certificate from the City to the foregoing effect. There shall be no material and adverse changes in the financial condition of the City on the Date of Delivery.

SECTION 12. COVENANTS OF THE CITY. The Series 2023 Bond, herein authorized, shall for all intents and purposes be considered subordinate debt issued under the authority of the 2010 Resolution and shall be entitled to all the protection and security provided therein. The covenants and pledges contained in the 2010 Resolution and this Resolution shall be applicable to the Series 2023 Bond. The 2010 Resolution provides for the issuance of subordinate debt upon satisfying the requirements therein.

SECTION 13. FINANCIAL REPORTING. So long as the Series 2023 Bond is outstanding, the City shall provide the following to the Lender:

(1) a copy of its audited annual comprehensive financial report ("ACFR") prepared by an independent certified public accountant within 270 days of the end of its fiscal year,

(2) a copy of its annual budget within 60 days of its adoption or amendment;

(3) such other information as the Lender may reasonably require including any other operating data and financial information the City is required to file under any continuing disclosure agreements.

SECTION 14. DEBT SERVICE RESERVE FUND. The Series 2023 Bond will not be secured by a debt service reserve fund.

SECTION 15. GENERAL AUTHORITY. The members of the City Council, the City Clerk, the Finance Director and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and all things required of them by this Resolution for the full punctual and complete performance of all the terms, covenants and agreements contained in the Series 2023 Bond, this Resolution, and each member, employee, attorney and officer of the City Council is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

SECTION 16. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy or express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2023 Bond.

SECTION 17. 2010 RESOLUTION TO CONTINUE IN FORCE. The 2010 Resolution and all the terms and provisions thereof are and shall remain in full force and effect.

SECTION 18. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

[Remainder of page intentionally left blank]

DULY ADOPTED in Regular Session, this 12th day of December, 2023.

(SEAL)

ATTEST:

CITY OF TITUSVILLE, FLORIDA

By: _____
Daniel E. Diesel, Mayor

By: _____
Wanda F. Wells, City Clerk

EXHIBIT "A"

FORM OF

PURCHASER'S CERTIFICATE

This is to certify that Cogent Leasing and Financing, Inc. (the "Lender") has made a loan (the "Loan") to the City of Titusville, Florida (the "City"). The Loan is evidenced by the City's Water and Sewer Revenue Bond, (Subordinate) Series 2023 dated December 14, 2023 (the "Bond"). The Lender acknowledges that the Loan is being made as a direct loan to the City and that the City will not make a filing with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access repository. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in the resolution adopted by the City Council of the City on December 12, 2023 relating to the Bond (the "Resolution").

The Lender has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City in connection with the Loan and no inference should be drawn that the Lender, in the acceptance of the Bond, is relying on Bond Counsel or the City Attorney of the City as to any such matters other than the legal opinions rendered by Bond Counsel, Bryant Miller Olive P.A., and the City Attorney.

The Lender acknowledges that no CUSIP numbers or credit ratings have been obtained with respect to the Bond.

The Lender is not acting as a broker or other intermediary and is funding the Loan with its own capital and for its own account and not with a present view to a resale or other distribution to the public. The Bond will only be sold to an Accredited Investor within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder, a "qualified institutional buyer" as that term is defined under Rule 144A of the Securities Act 1933 or a trustee as part of a multiple asset pool to a partnership or trust or similar transaction, provided, however, the Series 2023 Bond shall not be sold as a part of a public offering. The Lender is a bank as contemplated by Section 517.061(7), Florida Statutes. The Lender is not purchasing the Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

The Lender is an "accredited investor" as such term is defined in the 1933 Act and Regulation D thereunder.

Neither the Lender nor any of its affiliates shall act as a fiduciary for the City or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor with respect to the proposed issuance of the Bond. Neither the Lender nor any of its affiliates has provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the City with respect to the proposed issuance of the Bond. The City has represented to the Lender that it has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to

structure, timing, terms and similar matters) with respect to the proposed issuance of the Bond from its financial, legal and other advisors (and not the Lender or any of its affiliates) to the extent that the City desired to obtain such advice.

Dated this 14th day of December 2023.

COGENT LEASING AND FINANCING, INC.

By:_____
Name: _____
Title: _____

EXHIBIT "B"

FORM OF

DISCLOSURE LETTER

Cogent Leasing and Financing, Inc., as purchaser of the herein defined 2023 Bond (the "Purchaser"), has negotiated with the City of Titusville, Florida (the "City"), its Water and Sewer Revenue Bond, (Subordinate) Series 2023 (the "2023 Bond"), in the aggregate principal amount of $5,050,000. Prior to the award of the 2023 Bond, the following information is hereby furnished to the City:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to the Purchaser in connection with its purchase of the 2023 Bond (such fees and expenses to be paid by the City):

Counsel to the Purchaser
Womble Bond Dickinson (US) LLP: $7,500

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with its purchase of the 2023 Bond to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the City, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the City and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the 2023 Bond.

3. The amount of the underwriting spread expected to be realized by the Purchaser is $0.00. There is no underwriting in connection with the sale of the 2023 Bond.

4. The management fee to be charged by the Purchaser is $0.

5. Truth-in-Bonding Statement:

Pursuant to the Supplemental Resolution (as defined herein), the proceeds from the 2023 Bond is being issued to finance certain improvements to the City's Water and Sewer System and pay the costs of issuing the 2023 Bond.

Unless earlier redeemed, the 2023 Bond is expected to be repaid by October 15, 2033, at a fixed rate of interest equal to 4.66%, with total interest paid over the life of the 2023 Bond estimated to be $[_____].

The 2023 Bond will be secured solely by and payable solely from a lien upon and pledge of all Net Revenues of the System and certain other funds on deposit pursuant to the hereinafter-described Resolution (the "Pledged Funds"), as the Pledged Funds are more particularly described in Resolution No. 5-2010 adopted by the City on January 26, 2010, as amended and supplemented by Resolution No. [___]-2023 adopted by the City on December 12, 2023 (collectively, the "Supplemental Resolution," and together with the Bond Resolution the "Resolution"). Issuance of the 2023 Bond is estimated to result in an annual average of approximately $[_____] (average annual debt service) of revenues of the City not being available to finance the services of the City during the life of the 2023 Bond.

6. The name and address of the Purchaser is as follows:

Cogent Leasing and Financing, Inc.
420 South Orange Avenue
Suite 850
Orlando, Florida 32801
Attn: [_____]

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this 14th day of December, 2023.

COGENT LEASING AND FINANCING, INC.

By:_____
Name: _____
Title: _____

EXHIBIT C

FORM OF BOND

ANY HOLDER SHALL, PRIOR TO BECOMING A HOLDER, EXECUTE A PURCHASER'S CERTIFICATE IN THE FORM ATTACHED TO THE RESOLUTION (AS HEREINAFTER DEFINED) CERTIFYING, AMONG OTHER THINGS, THAT SUCH HOLDER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

UNITED STATES OF AMERICA
CITY OF TITUSVILLE, FLORIDA
WATER AND SEWER REVENUE BOND
(SUBORDINATE) SERIES 2023

Principal Sum	Interest Rate	Maturity Date	Date of Issuance
$[_____]	4.66%	October 15, 2033	December 14, 2023

Principal Sum: [_____] DOLLARS

The City of Titusville, Florida (the "City"), for value received, hereby promises to pay to the order of Cogent Leasing and Financing, Inc., a Florida for profit corporation, or its assigns (the "Holder"), at such place as the Holder may from time to time designate in writing, the Principal Sum stated above loaned to the City by the Holder pursuant to Resolution No. 5-2010 adopted by the City on January 26, 2010, as amended and supplemented (the "2010 Resolution") and as particularly amended and supplemented by Resolution No. 33-2023 adopted by the City on December 12, 2023 (the "Supplemental Resolution" and together with the 2010 Resolution, the "Resolution"), together with interest thereon as hereinafter provided until the Maturity Date or the date the principal amount of this Bond is paid in the manner hereinafter set forth in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Holder hereof by the Registrar and Paying Agent at the address designated in writing by the Holder for purposes of payment or by bank wire or bank transfer as such Holder may specify in writing to the Registrar and Paying Agent.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Resolution.

This Bond shall bear interest per annum at the rate indicated above, subject to adjustment as provided below, which shall be calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

In the event of a Determination of Taxability (as defined below) due to the actions or inactions of the City, the Interest Rate payable on this Bond shall be increased by the Holder to a rate sufficient to provide to the Holder with its same after-tax yield from and after the date interest on the Loan became includable in the Holder's gross income for federal income tax purposes, and taking into account all penalties, fines, interest and additions to tax paid or payable by such Holder to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" shall mean: (a) the receipt by the City or Holder of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence from the Internal Revenue Service which legally holds that the interest on this Bond is includable in the gross income of the Holder thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest on this Bond is includable in the gross income of the Holder thereof; or (c) receipt by the City or Holder of a written opinion of Bond Counsel to the effect that the interest on this Bond has become includable in the gross income of the Holder thereof for federal income tax purposes. For all purposes of this definition, a Determination of Taxability shall be deemed to occur on the date as of which the interest on this Bond is deemed includable in the gross income of the Holder thereof for federal income tax purposes.

The Holder shall provide to the City such documentation to evidence any adjustment to the Interest Rate and the calculations made in connection therewith. All calculations and determinations by the Holder of the amounts payable pursuant to the Interest Rate adjustment provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

Interest on this Bond shall be paid semi-annually on April 15 and October 15, commencing April 15, 2024 until this Bond is paid in full. Principal on this Bond shall be paid in annual installments beginning October 15, 2024, and on every October 15 thereafter until the Maturity Date. Principal payments on this Bond shall be paid as set forth on Schedule I attached hereto and made a part hereof.

All payments made by the City hereon shall apply first to accrued interest, then to other charges due the Holder, and the balance thereof shall apply to the principal amount then due on this Bond.

This Bond is authorized to be issued in the outstanding aggregate principal amount equal to the Principal Sum under the authority of and in full compliance with the provisions of Chapter 166, Part II, Florida Statutes, as amended, Section 12, Article VII of the Florida Constitution, the Resolution, the Charter of the City of Titusville, Florida, and other applicable provisions of law and is subject to all terms and conditions of said Resolution for the purpose of financing certain capital improvements for the City's Water and Sewer System and paying the costs of issuance relating thereto. This Bond shall be payable from the Pledged Funds which consist primarily of Net Revenues of the City's Water and Sewer System.

This Bond may be pre-paid in whole but not in part on any Interest Payment Date with a

prepayment premium equal to one hundred and two percent (102%) of the then outstanding principal amount, upon at least two Business Days' prior written notice to the Holder specifying the amount of prepayment.

Subordinate debt may be issued under the 2010 Resolution for the purposes and upon the terms and subject to the conditions therein stated.

This Bond is transferable by the Holder as provided in the Resolution.

The City, the Paying Agent, and the Bond Registrar may treat the person in whose name this Bond is registered on the Bond register maintained by the Bond Registrar as the absolute owner of this Bond for all purposes and shall not be affected by any notice to the contrary.

The City hereby waives presentment, demand, protest and notice of dishonor. This Bond is governed and controlled by the Resolution and reference is hereby made thereto regarding Events of Default and other matters.

THIS BOND DOES NOT PLEDGE THE FULL FAITH AND CREDIT OR TAXING POWER OF THE CITY, THE STATE OF FLORIDA, OR ANY AGENCY, INSTRUMENTALITY, OR POLITICAL SUBDIVISION THEREOF. THIS BOND, AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON, ARE PAYABLE ONLY FROM THE PLEDGED FUNDS, WHICH CONSIST GENERALLY OF THE NET REVENUES (GROSS REVENUES LESS EXPENSES OF OPERATION AND MAINTENANCE) DERIVED BY THE CITY FROM OPERATION OF ITS WATER AND SEWER SYSTEM AND CERTAIN OTHER AMOUNTS ON DEPOSIT FROM TIME TO TIME IN CERTAIN OF THE FUNDS AND ACCOUNTS CREATED PURSUANT TO THE RESOLUTION, ALL AS MORE FULLY DESCRIBED IN THE RESOLUTION. This Note is issued on a junior and subordinate basis to the Series 2020 Bond as to the lien on and pledge of the Net Revenues of the System and on parity with the SRF Loans (as defined in the Resolution).

No recourse shall be had for the payment of principal of, interest on, with respect to, this Bond, or for any claim based hereon, against any member of the City Council of the City or against any officer or employee, past, present or future, of the City or of any successor body, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers and employees is released as a condition of and as consideration for the execution and delivery of this Bond.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Titusville, Florida, has caused this Bond to be signed in its name by the facsimile signature of its Mayor and its corporate seal to be hereunto affixed and duly attested by the facsimile signature of its City Clerk.

CITY OF TITUSVILLE, FLORIDA

(SEAL)

By: _____
Mayor

Attest: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

Dated _____, _____

CITY OF TITUSVILLE, FLORIDA, Bond Registrar

By: _____
Authorized Signatory

ASSIGNMENT AND TRANSFER FOR VALUE RECEIVED

The undersigned hereby sells, assigns and transfers unto _____

_____

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____

_____

Attorney to transfer said Bond on the books of the within named Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

_____

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration, or enlargement or any change whatsoever, and must be signature guaranteed by a bank, savings and loan association or stock brokerage firm.

PRINCIPAL AMORTIZATION INSTALLMENTS

Principal Payment Date (October 15)	**Principal Amount**
2024	$
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	

CERTIFICATE REGARDING RESOLUTION NO. 5-2010

I, Wanda F. Wells, the undersigned City Clerk of the City of Titusville, Florida (the "City"), **DO HEREBY CERTIFY** that:

Attached hereto is a copy of "**A RESOLUTION AUTHORIZING THE REFUNDING OF ALL OR A PORTION OF THE CITY'S OUTSTANDING WATER AND SEWER REVENUE BONDS, SERIES 1998; PROVIDING FOR THE ISSUANCE OF NOT EXCEEDING $44,000,000 WATER AND SEWER REVENUE REFUNDING BONDS, SERIES 2010 TO FINANCE THE COST OF SUCH REFUNDING; PROVIDING FOR THE PAYMENT THEREOF FROM PLEDGED FUNDS ON A PARITY WITH ANY UNREFUNDED SERIES 1998 BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF THE 2010 BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT; AWARDING SALE, EXECUTION AND DELIVERY OF THE 2010 BONDS; APPROVAL OF OFFICIAL STATEMENTS; AND PROVIDING AN EFFECTIVE DATE.**" adopted at a meeting of the City Council duly called and held on January 26, 2010, at which meeting a quorum was present and acting throughout, which resolution has been compared by me with the original thereof as recorded in the Minute Book of said City and that said resolution is a true, complete and correct copy thereof, and said resolution has been duly adopted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof in the form attached.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City as of the 12th day of December, 2023.

(SEAL)

Wanda F. Wells, City Clerk

[Signature Page – Certificate as to Resolution 5-2010]

RESOLUTION NO. 5-2010

CERTIFICATE REGARDING RESOLUTION NO. 5-2010

I, Wanda Wells, the undersigned City Clerk of the City of Titusville, Florida (the "City"), DO HEREBY CERTIFY that:

Attached hereto is a copy of "A RESOLUTION AUTHORIZING THE REFUNDING OF ALL OR A PORTION OF THE CITY'S OUTSTANDING WATER AND SEWER REVENUE BONDS, SERIES 1998; PROVIDING FOR THE ISSUANCE OF NOT EXCEEDING $44,000,000 WATER AND SEWER REVENUE REFUNDING BONDS, SERIES 2010 TO FINANCE THE COST OF SUCH REFUNDING; PROVIDING FOR THE PAYMENT THEREOF FROM PLEDGED FUNDS ON A PARITY WITH ANY UNREFUNDED SERIES 1998 BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF THE 2010 BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT; AWARDING SALE, EXECUTION AND DELIVERY OF THE 2010 BONDS; APPROVAL OF OFFICIAL STATEMENTS; AND PROVIDING AN EFFECTIVE DATE." adopted at a meeting of the City Council duly called and held on January 26, 2010, at which meeting a quorum was present and acting throughout, which resolution has been compared by me with the original thereof as recorded in the Minute Book of said City and that said resolution is a true, complete and correct copy thereof, and said resolution has been duly adopted and has not been modified, amended, supplemented or repealed and is full force and effect on and as of the date hereof in the form attached.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City as of the 9th day of July, 2019.

(SEAL)

Jolynn J. Donkoff

~~Wanda Wells, City Clerk~~
Assistant City Clerk

RESOLUTION NO. 5-2010

A RESOLUTION AUTHORIZING THE REFUNDING OF ALL OR A PORTION OF THE CITY'S OUTSTANDING WATER AND SEWER REVENUE BONDS, SERIES 1998; PROVIDING FOR THE ISSUANCE OF NOT EXCEEDING $44,000,000 WATER AND SEWER REVENUE REFUNDING BONDS, SERIES 2010 TO FINANCE THE COST OF SUCH REFUNDING; PROVIDING FOR THE PAYMENT THEREOF FROM PLEDGED FUNDS ON A PARITY WITH ANY UNREFUNDED SERIES 1998 BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF THE 2010 BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT; AWARDING SALE, EXECUTION AND DELIVERY OF THE 2010 BONDS; APPROVAL OF OFFICIAL STATEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of the City of Titusville, Florida (the "Issuer") has, pursuant to Resolutions No. 30-1994, No. 47-1998 and No. 49-1998 duly adopted by the City Council on July 12, 1994, July 14, 1998 and August 28, 1998 (collectively, the "Parity Resolutions"), authorized and issued $45,955,000 Water and Sewer Revenue Bonds, Series 1998 (the "1998 Bonds"); and

WHEREAS, due to current highly favorable interest rates, the Issuer has determined to issue not exceeding $44,000,000 principal amount of Water and Sewer Revenue Refunding Bonds, Series 2010 (the "2010 Bonds") to refund all or a portion of the outstanding 1998 Bonds (the "Refunded Bonds") to achieve a substantial reduction in overall debt service; and

WHEREAS, the 2010 Bonds will be issued as Additional Bonds under the Parity Resolutions and will be secured on a parity with the unrefunded portion of the 1998 Bonds, if any;

WHEREAS, the timing, size and flexibility in structuring the 2010 Bonds and its terms necessitates the negotiated sale of the 2010 Bonds.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the Constitution and laws of the State of Florida, including particularly Chapter 166, Part II, Florida Statutes, as amended, Chapter 63-2001, Laws of Florida, the same constituting the City Charter of the City of Titusville, Florida, the Parity Resolutions, and other applicable provisions of law (hereinafter collectively referred to as the "Act").

SECTION 2. DEFINITIONS. All terms defined herein shall have the following meanings and the meanings set forth in the 1998 Resolution unless the text otherwise expressly requires. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations:

"2010 Bonds" shall mean the Water and Sewer Revenue Refunding Bonds, herein authorized to be issued.

"Accreted Value" shall mean, as of any date of computation with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Capital Appreciation Bond (the principal amount at its initial offering) plus the interest accrued on such Capital Appreciation Bond from the date of delivery to the original purchasers thereof to the Interest Payment Date next preceding the date of computation or the date of computation if an Interest Payment Date, such interest to accrue at a rate not exceeding the legal rate, compounded semi-annually, plus, with respect to matters related to the payment upon redemption or acceleration of the Capital Appreciation Bonds, if such date of computation shall not be an Interest Payment Date, a portion of the difference between the Accreted Value as of the immediately preceding Interest Payment Date and the Accreted Value as of the immediately succeeding Interest Payment Date, calculated based on the assumption that Accreted Value accrues during any semi-annual period in equal daily amounts on the basis of a 360 day year.

"Act" shall mean the laws described in Section 1 hereof.

"Additional Parity Bonds" shall mean any 1998 Bonds that are not refunded together with any additional bonds or other forms of indebtedness issued by the Issuer in compliance with the terms, conditions and limitations contained herein which have an equal lien on the Pledged Funds.

"Amortization Installment" with respect to any Term Bonds of a series, shall mean an amount or amounts so designated which is or are established for the Term Bonds of such series.

"Assumed Interest Rate" for Indebtedness bearing interest at a Variable Rate shall mean: (a) for purposes of compliance with the rate covenants set forth in Section 14G hereof, the lesser of the maximum short-term rate prevailing in the preceding 12 months or the Cap Rate, (b) for purposes of compliance with the covenants regarding issuance of Additional Parity Bonds set forth in Section 14S hereof, the 30-year Revenue Bond Index (published by The Bond Buyer no more than two weeks prior to the date of sale).

If a Hedge Agreement is in effect for any period, the Assumed Interest Rate for such Period shall take into account the payments expected to be made or expected to be received by the Issuer under such Hedge Agreement (other than Hedge Charges), such that (a) if the Bonds and the Hedge Agreement taken together result in a net fixed rate payable to the Issuer for such period, the Assumed Interest Rate shall be the net fixed rate, or (b) if the Bonds and the

Hedge Obligation is a Variable Rate, then the Assumed Interest Rate shall be deemed to be the resultant Variable Rate.

If two Variable Rate Bonds issued together result in a net fixed rate payable by the Issuer, the Assumed Interest Rate shall be deemed to be such net fixed rate.

"Authorized Investments" shall mean any of the following if and to the extent the same are at the time legal for investment of municipal funds:

1. (a) cash (fully insured by the Federal Deposit Insurance Corporation), (b) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("U.S. Treasury Obligations"), (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (e) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

2. Federal Housing Administration debentures.

3. The listed obligations of government-sponsored agencies which are <u>not</u> backed by the full faith and credit of the United States of America:

a) Federal Home Loan Mortgage Corporation (FHLMC) senior debt obligations and Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts);

b) Farm Credit System (formerly Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives) consolidated system-wide bonds and notes;

c) Federal Home Loan Banks (FHL Banks) consolidated debt obligations; and

d) Federal National Mortgage Association (FNMA) senior debt obligations and mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts).

4. Unsecured certificates of deposit, time deposits, and bankers' acceptances (having maturities of not more than 365 days) of any bank the short-term obligations of which are rated "A-1+" or better by S&P and "Prime-1" by Moody's.

5. Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation, in banks which have capital and surplus of at least $15 million.

6. Commercial paper (having original maturities of not more than 270 days) rated "A-1+" by S&P and "Prime-1" by Moody's.

7. Money market funds rated "Aam" or "AAm-G" by S&P, or better and if rated by Moody's rated "Aa2" or better.

8. "State Obligations," which means:

a) Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated at least "A3" by Moody's and at least "A-" by S&P, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

b) Direct general short-term obligations of any state agency or subdivision or agency thereof described in (a) above and rated "A-1+" by S&P and "MIG-1" by Moody's.

c) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state or state agency described in (b) above and rated "AA-" or better by S&P and "Aa3" or better by Moody's.

9. Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:

a) the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

b) the municipal obligations are secured by cash or U.S. Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

c) the principal of and interest on the U.S. Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification Report");

d) the cash or U.S. Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

e) no substitution of a U.S. Treasury Obligation shall be permitted except with another U.S. Treasury Obligation and upon delivery of a new Verification Report; and

f) the cash or U.S. Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

10. Repurchase agreements: with (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least "A-" by S&P and "A3" Moody's; or (2) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "A-" by S&P and "A3" by Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated at least "A-" by S&P and "A3" Moody's and acceptable to the Insurer (each an "Eligible Provider"), provided that:

a) (i) permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers), and (ii) collateral levels must be at least 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMA's and 104% of the total principal when the collateral type is FNMA and FHLMC ("Eligible Collateral");

b) the Paying Agent or a third party acting solely as agent therefore or for the Issuer (the "Custodian") has possession of the collateral or the collateral has been transferred to the Custodian in accordance with applicable state and federal laws (other than by means of entries on the transferor's books) and such collateral shall be marked to market;

c) the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the Paying Agent, the Issuer and the Insurer setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral;

d) the repurchase agreement (or guaranty, if applicable) may not be assigned or amended without the prior written consent of the Insurer;

e) the repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Custodian has a

perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof;

f) the repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, notify the Issuer, the Paying Agent and the Insurer within five (5) days of receipt of such notice. Within ten (10) days of receipt of such notice, the provider shall either: (i) provide a written guarantee acceptable to the Insurer, (ii) post Eligible Collateral, or (iii) assign the agreement to an Eligible Provider. If the provider does not perform a remedy within ten (10) business days, the provider shall, at the direction of the Issuer (who shall give such direction if so directed by the Insurer) repurchase all collateral and terminate the repurchase agreement, with no penalty or premium to the Issuer.

11. Investment agreements: with a domestic or foreign bank or corporation the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA-" by S&P and "Aa3" by Moody's, and acceptable to the Insurer (each an "Eligible Provider"); provided that:

a) interest payments are to be made to the Paying Agent at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) on the 2010 Bonds;

b) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven (7) days' prior notice; the Issuer and the Paying Agent hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

c) the provider shall send monthly reports to the Paying Agent, the Issuer and the Insurer setting forth the balance the Issuer or Paying Agent has invested with the provider and the amounts and dates of interest accrued and paid by the provider;

d) the investment agreement shall state that is an unconditional and general obligation of the provider, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

e) the investment agreement (or guaranty, if applicable) may not be assigned or amended without the prior written consent of the Insurer;

f) the Issuer, the Paying Agent and the Insurer shall receive an opinion of domestic counsel to the provider that such investment agreement is legal, valid, binding and enforceable against the provider in accordance with its terms;

g) the Issuer, the Paying Agent and the Insurer shall receive an opinion of foreign counsel to the provider (if applicable) that (a) the investment agreement has been duly authorized, executed and delivered by the provider and constitutes the legal, valid and binding obligation of the provider, enforceable against the provider in accordance with its terms, (b) the choice of law of the state set forth in the investment agreement is valid under that country's laws and a court in such country would uphold such choice of law, and (c) any judgment rendered by a court in the United States would be recognized and enforceable in such country;

h) the investment agreement shall provide that if during its term:

i) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3," the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either (i) provide a written guarantee acceptable to the Insurer, (ii) post Eligible Collateral with the Issuer, the Paying Agent or a third party acting solely as agent therefore (the "Custodian") free and clear of any third party liens or claims, or (iii) assign the agreement to an Eligible Provider, or (iv) repay the principal of and accrued but unpaid interest on the investment;

ii) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3," the provider must, at the direction of the Issuer (who shall give such direction if so directed by the Insurer), within ten (10) days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Issuer.

i) in the event the provider is required to collateralize, permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers) and collateral levels must be 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMA's and 104% of the total principal when the collateral type is FNMA and

FHLMC ("Eligible Collateral"). In addition, the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the Paying Agent, the Issuer and the Insurer setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral;

j) the investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof;

k) the investment agreement must provide that if during its term: (i) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Issuer (who shall give such direction if so directed by the the Insurer), be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Issuer or Paying Agent, as appropriate, and (ii) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Issuer or Paying Agent, as appropriate.

12. Investments under the "Investment of Local Government Surplus Funds Act", being Part IV, Chapter 218, Florida Statutes, or as amended.

"Balloon Indebtedness" shall mean any Long-Term Indebtedness other than a Demand Obligation, 25% or more of the principal amount of which is payable (a "balloon payment") in the same twelve-month period (a "Balloon Payment Year") after taking into account all scheduled mandatory redemptions or prepayments payable over the life of such Indebtedness.

"Bond Amortization Account" shall mean the account within the Sinking Fund established in Section 14B hereof.

"Bond Service Requirement" as of any date of calculation and with respect to any period, as applied to the Bonds of any series, shall mean the sum of:

(1) The amount required to pay the interest becoming due on the Bonds of such series during such period except to the extent that such interest shall have been provided by payments into the Sinking Fund out of Bond proceeds;

(2) The amount required to pay the principal of Serial Bonds of such series maturing in such period; and

(3) The Amortization Installment for the Term Bonds of such series for such period. In computing the Bond Service Requirement for any period for Bonds of any series, the Issuer shall assume that a principal amount of Term Bonds and the Accreted Value of the Capital Appreciation Term Bonds for such period will be retired by purchase or redemption in such period and that on that stated maturity date, only the remaining Amortization Installment applicable to Term Bonds and Capital Appreciation Term Bonds in such year shall be deemed to mature in such year. The Bond Service Requirement for any Bond Year shall be adjusted to reflect any amounts on deposit in the Sinking Fund in excess of current requirements (including deficiencies in prior requirements) and available for the payment of the Bond Service Requirement in such Bond Year.

For purposes of determining the Bond Service Requirements for Bonds which constitute variable rate Indebtedness, Demand Obligations or Balloon Indebtedness, the Bond Service Requirements shall be modified as provided in the definition of Debt Service.

"Bond Year" shall mean the annual period ending on a principal maturity date.

"Bonds" shall mean the unrefunded portion of the 1998 Bonds, the 2010 Bonds and all Additional Parity Bonds hereafter issued by the Issuer.

"Book Entry Form" or **"Book Entry System"** shall mean a form or system, as applicable, under which (i) the ownership of beneficial interests in Bonds may be transferred only through a book entry and (ii) physical Bond certificates in fully registered form are registered only in the name of a Depository or its nominee as holder, with the physical Bond certificates "immobilized" in the custody of the Depository. The book entry maintained by the Depository is the record that identifies the owners of beneficial interests in those Bonds.

"Cap Rate" shall be a stated maximum Variable Rate pursuant to the terms of Variable Rate Indebtedness plus the annual fee of the bank (liquidity provider) for such Indebtedness.

"Capital Appreciation Bonds" shall mean Bonds the interest on which is payable only at maturity or redemption, as determined by subsequent resolution.

"Capital Appreciation Term Bonds" shall mean Capital Appreciation Bonds of a series all of which shall be stated to mature on one date, which shall be subject to retirement by operation of the Bond Amortization Account, and the interest on which is payable only at maturity or redemption.

"Consulting Engineers" shall mean a firm of qualified and recognized consulting engineers, having a favorable repute for skill and experience as consulting engineers with respect to facilities similar to the System, at the time retained by the Issuer to perform the acts and carry

out the duties as herein provided for such Consulting Engineers. The functions of the Consulting Engineers hereunder may be divided between or among consulting engineers.

"Continuing Disclosure Certificate" shall mean the certificate made by the Issuer in order to facilitate compliance by the Underwriter with the provisions of the Rule.

"Cost of Operation and Maintenance" of the System shall mean the current expenses, paid or accrued, of operation, maintenance and repair of the System, calculated in accordance with generally accepted accounting principles, but shall not include any (i) reserves or renewals and replacements, (ii) extraordinary repairs, (iii) any allowance for depreciation or amortization, (iv) reimbursement to the Issuer's general or other funds for general administrative overhead and other indirect costs of operation, (v) interest on any debt payable from Net Revenues, or (vi) expenses actually funded from sources other than Gross Revenues.

"Counterparty" shall mean a party, other than the Issuer, to a Hedge Agreement.

"Credit Facility" shall mean unconditional irrevocable letters of credit, a line of credit which is revocable only upon the insolvency of the person for whose account the line is established, a binding loan commitment, a guaranty or an indemnity or surety insurance policy or bond which is issued by a bank, trust company, savings and loan association or other institutional lender, insurance company or surety company with a long-term debt rating or ability to pay rated at least "A" by Moody's or S&P at the time of issuance.

"Debt Service" shall mean the sum of scheduled principal or sinking fund payments, interest requirements (other than interest paid from capitalized interest funds, as defined by GAAP) and any annual or ongoing fees on all Indebtedness during any period; provided that the calculation of Debt Service with respect to any credit enhancement fees, remarketing fees, Balloon Indebtedness, Demand Obligation or variable rate Indebtedness shall be modified as follows:

(a) Balloon Indebtedness. The principal amount of any Balloon Indebtedness: (i) with a maturity of twenty (20) years or greater shall be assumed to amortize in equal principal installments over a twenty (20) year period, commencing from the date such Indebtedness was incurred; and (ii) with a maturity of less than twenty (20) years shall be assumed to amortize in equal principal installments from the date such Indebtedness was incurred to its maturity; provided that if amortization with respect to such Balloon Indebtedness is scheduled to occur prior to maturity, the principal amount of such Balloon Indebtedness shall be calculated based on the higher of: (A) the scheduled amortization; or (B) the amount that would be payable if such Indebtedness were assumed to amortize in equal principal installments over a term of thirty (30) years from the date such Indebtedness was incurred. If the principal amount of any Balloon Indebtedness is scheduled to be paid within the thirty-six (36) months immediately succeeding the date of issuance and a Credit Facility to provide refinancing for such Balloon Indebtedness has not been obtained, the full payment of such Balloon Indebtedness shall be assumed to occur on such scheduled payment date. If a Credit Facility is issued, for purposes of calculating Debt Service on such Balloon Indebtedness: (1) it shall be assumed that the funds available under the Credit

Facility are drawn down on a date (the "Assumed Drawdown Date") which is the earlier of the commencement date of the Balloon Payment Year in respect of which the Credit Facility is issued or the expiration date of the Credit Facility; (2) Debt Service on the Balloon Indebtedness for each period of calculation prior to the Assumed Drawdown Date shall be deemed to be equal to the amount of scheduled principal and interest on such Balloon Indebtedness; and (3) Debt Service on the Balloon Indebtedness for each period of calculation after the Assumed Drawdown Date shall be deemed to be equal to the sum of the principal and interest payable during such period pursuant to the Credit Facility and the amount payable during such period in respect of the principal amount of the Balloon Indebtedness for which funds are not available under the Credit Facility and the interest on such principal amount.

(b) Demand Obligations. Each determination of the Debt Service on any Demand Obligation shall be made in the manner provided in subsection (a) above, provided that, for the purpose of applying subsection (a) above, unless a Credit Facility to provide refinancing for, or to make payment of, such Indebtedness has been obtained, it shall be assumed that the principal amount which is subject to repurchase or repayment prior to its scheduled maturity shall be required to be repurchased or repaid on the earliest date on which such demand can be made or on which such repurchase or repayment is otherwise due.

(c) Variable Rate Indebtedness. For the purposes of determining the Debt Service in any future Fiscal Year on any Indebtedness bearing interest at a variable rate, the interest rate shall be assumed to be:

(i) One hundred percent (100%) of the average daily interest rate(s) on such Indebtedness, if such Indebtedness has been outstanding for at least two years, as measured over the preceding five years or such lesser period such Indebtedness has been outstanding; or

(ii) One hundred percent (100%) of the average daily interest rate(s) borne by such Indebtedness, if such Indebtedness has been outstanding at least one year but less than two years; or

(iii) One hundred twenty-five percent (125%) of the average daily interest rate(s) borne by such Indebtedness during the period such Indebtedness has been outstanding, if such Indebtedness has been outstanding for less than one (1) year; or

(iv) For purposes of incurring variable rate Indebtedness, the initial interest rate to be borne by such Indebtedness.

The foregoing provisions are not and shall not be mutually exclusive. Consequently, if two or more provisions are applicable to any particular Long-Term Indebtedness, each such provision shall be applied. Furthermore, the obligations of the Issuer under any agreement to reimburse the provider of a Credit Facility supporting Balloon Indebtedness, Demand Obligations or variable rate Indebtedness shall not be taken into account as Indebtedness while the Indebtedness supported by such Credit facility is taken into account for purposes of calculating

Debt Service on such Indebtedness. In any event, upon a default in payment of any such Indebtedness, the entire amount of principal and interest due and payable on such Indebtedness shall be deemed to be immediately due and payable for purposes of calculating Debt Service.

"Depository" shall mean any securities depository that is a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its participants or otherwise, a Book Entry System to record ownership of beneficial interests in Bonds, and to effect transfers of Bonds, in Book Entry Form.

"Demand Obligation" shall mean Long-Term Indebtedness which is subject to repurchase or repayment as to principal prior to its scheduled maturity upon demand by the holder thereof or in accordance with its terms, whether subsequent to or prior to 365 days from the date of incurrence.

"Federal Securities" shall mean:

(1) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("U.S. Treasury Obligations"),

(2) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America,

(3) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or

(4) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

"Financing Documents" shall mean this Resolution, the Purchase Agreement, the Continuing Disclosure Certificate, and all other documents entered into by the Issuer with respect to the 2010 Bonds, as all such documents are amended from time to time.

"Gross Revenues" shall mean all income or earnings derived by the Issuer from the operation of the System, determined in accordance with generally accepted accounting principles, excluding (i) impact fees, (ii) interest earnings on the Construction Fund created under the Parity Resolutions and the Renewal and Replacement Fund and (iii) transfers from the Revenue Fund into the Rate Stabilization Fund, and including (x) Hedge Receipts, (y) transfers from the Rate Stabilization Fund to the Revenue Fund and (z) investment earnings on all funds

and accounts established hereunder except the Construction Fund and the Renewal and Replacement Fund.

"Hedge Agreement" shall mean and include an interest rate exchange agreement, an Interest Swap Agreement, forward purchase contract, put option contract, call option contract or other financial product which is used by the Issuer as a hedging device with respect to its obligation to pay debt service on any of the Bonds, entered into between the Issuer and a Counterparty; provided that such Counterparty shall be an entity whose long-term debt obligations, or whose payment obligations under the Hedge Agreement are guaranteed by an entity, whose senior long-term debt obligations are rated (on the date the Hedge Agreement is entered into) by Moody's and S&P or their respective successors in a rating category not less than "A" by Moody's and "A" by S&P; and further provided that such arrangement shall be specifically designated in a certificate of the Director of Administration and Finance as a "Hedge Agreement" for purposes of this Resolution; and provided further that at the time of entering into such Hedge Agreement the Issuer shall have obtained written evidence that entering into such Hedge Agreement will not, in and of itself, result in a withdrawal or reduction of any rating assigned to the Bonds by a rating agency.

"Hedge Charges" shall mean charges payable by the Issuer to a Counterparty upon the execution, renewal or termination of any Hedge Agreement and any periodic fee payable by the Issuer to keep such Hedge Agreement in effect and other payments required thereby, exclusive of Hedge Obligations.

"Hedge Obligations" shall mean net payments required to be made by the Issuer under a Hedge Agreement from time to time as a result of fluctuation in hedged interest rates, or fluctuation in the value of any index of payment.

"Hedge Receipts" shall mean net payments received by the Issuer from a Counterparty under a Hedge Agreement.

"Indebtedness" shall mean any obligation of the Issuer for the payment of money, including without limitation (i) indebtedness for money borrowed, (ii) purchase money obligations, (iii) leases evidencing the acquisition of capital assets, (iv) reimbursement obligations and (v) guarantees of any such obligation of a third party, but excluding (a) obligations under contracts for supplies, services and pensions allocable to current operating expenses during the current or future Fiscal Years in which the supplies are to be delivered, the services rendered or the pensions paid, and (b) payments payable in the current or future Fiscal Years under leases not intended to evidence the acquisitions of capital assets.

"Initial Credit Facility Charges" shall mean and include any premium, commitment fee or other issuance charges payable by the Issuer to any provider for the issuance of any Credit Facility or Reserve Account Credit Facility relating to any Bonds, at the time of the initial issuance of such Bonds, together with any fees and expenses relating thereto, including, but not limited to, the legal fees and expenses of legal counsel to the provider of any Credit Facility or Reserve Account Credit Facility, which the Issuer is required to pay or for which it is required to

make reimbursement, but shall not include any Payment Obligation or Recurring Credit Facility Charges.

"Insurer" shall mean Assured Guaranty Corp., a Maryland insurance corporation, its successors and assigns.

"Interest Payment Date" shall mean, as to the Capital Appreciation Bonds, the semi-annual dates fixed by subsequent resolution, on which accreted interest is computed to compound, and, as to the other Bonds, the dates on which interest is payable.

"Interest Swap Agreement" shall mean an agreement between the Issuer and a Counterparty under which the Issuer is obligated to make periodic payments on a "notional amount" to the Counterparty at a fixed rate of interest and the Counterparty is obligated to make periodic payments to the Issuer on such "notional amount" at a variable rate of interest, or vice-versa, and under which the amounts so payable by the Issuer and such Counterparty on any date are netted against each other with the party owing the larger amount making a net payment to the other party.

"Issuer" shall mean the City of Titusville, Florida.

"Long-Term Indebtedness" shall mean any Indebtedness which matures later than 365 consecutive days after it is incurred without regard to any option to renew or extend such Indebtedness.

"Maturity Amount" shall mean the amount payable upon the stated maturity of a Capital Appreciation Bond equal to the principal amount thereof plus all accrued interest thereon from the date of issue to the date of maturity.

"Maximum Bond Service Requirement" for all Bonds or any series of Bonds shall mean, as of any particular date of calculation and with respect to any period, the Bond Service Requirement as contemplated for the then current or any future period in which such sum is the greatest.

"Multimodal Bond" shall mean a Bond which contains provisions allowing for the payment of interest at different rates during different interest periods and for the establishment of different interest periods and interest rates; the interest rate during any particular interest period may be a Variable Rate or fixed rate.

"Net Revenues" of the System shall mean the Gross Revenues after deduction of the Cost of Operation and Maintenance.

"Owners" or "Registered Owners" shall mean the owners of the Bonds as shown on the registration books of the Registrar.

"Payment Obligations" shall mean an obligation of the Issuer arising under a Credit Agreement: (a) to reimburse any provider for amounts advanced by such provider under a

Credit Facility or Reserve Account Credit Facility which are used (i) to pay any principal, Maturity Amount or Accreted Value of, premium on, or interest on any Bond or Bonds, or (ii) to purchase any Bond or Bonds for cancellation, or (iii) to purchase any Bond or Bonds which are not remarketed, or (b) to pay interest on any such advances.

"Paying Agent" shall mean U.S. Bank, National Association, Orlando, Florida, or such other paying agent as is appointed by the Issuer from time to time to serve as paying agent hereunder.

"Pledged Funds" shall mean the Net Revenues, the income on investment of funds held pursuant to this Resolution, and, until applied as herein provided, proceeds from the sale of the Bonds.

"Policy" shall mean the municipal bond insurance policy issued by the Insurer, insuring timely payment of the principal of and interest on the 2010 Bonds.

"Purchase Agreement" shall mean the Purchase Agreement dated as of its date, between the Issuer and the Underwriter, relating to the 2010 Bonds.

"Rate Consultant" shall mean an engineer or other consultant having recognized expertise in public utility finance, including projections of utility revenues and development of utility rate studies.

"Rate Stabilization Fund" shall mean that trust fund created pursuant to Section 14B hereof and maintained in accordance with Section 14W.

"Record Date" shall mean the fifteenth day of the month prior to any date on which principal of or interest on any Bond is due and payable, whether by reason of maturity, redemption, acceleration or otherwise.

"Recurring Credit Facility Charges" shall mean and include (a) all charges payable by the Issuer to any provider of a Credit Facility or Reserve Account Credit Facility under any Credit Agreement to renew or extend the term of any Credit Facility or Reserve Account Credit Facility, (b) all charges of the type described in the definition of "Initial Credit Facility Charges" relating to the replacement of any Credit Facility or Reserve Account Credit Facility for any Outstanding Bonds with a new Credit Facility or Reserve Account Credit Facility, and (c) any other fees, charges or amounts the Issuer is required to pay to any provider of a Credit Facility or Reserve Account Credit Facility (other than Initial Credit Facility Charges and Payment Obligations) under any Credit Agreement, including, but not limited to, draw fees, transaction fees, "gross-up charges," termination fees, annual fees, expenses of such provider which the Issuer is required to pay or for which it is required to reimburse such provider, and any payments the Issuer is required to make to indemnify any such provider for any costs or expenses incurred by it or any loss suffered by it in connection with a Credit Facility or Reserve Account Credit Facility, but shall not include any Payment Obligations.

"Refunded Bonds" shall mean all or a portion of the outstanding Water and Sewer Revenue Bonds, Series 1998 as shall be described by the Issuer in a notice of redemption prior to the issuance of the 2010 Bonds.

"Registrar" shall mean U.S. Bank, National Association, Orlando, Florida, or such other registrar as shall be appointed from time to time by resolution of the Issuer.

"Reserve Account" shall mean the account within the Sinking Fund established in Section 14B hereof.

"Reserve Account Credit Facility" shall mean a surety bond, a policy of insurance, a letter of credit, or other financial product obtained by the Issuer with respect to any Bonds, from an entity that is rated "A" or higher by Moody's or S&P at the time of issuance, which financial product provides for payment of principal and interest on such Bonds in amounts not greater than the Reserve Requirement for such Bonds in the event of an insufficiency of available moneys herein to pay when due principal of, premium, if any, and interest on such Bonds.

"Reserve Requirement" shall mean the lesser of (a) the Maximum Bond Service Requirement, (b) 10% of the proceeds of the Bonds, or (c) 125% of the average Bond Service Requirement. In the event of a change in the Internal Revenue Code of 1986, as amended, or related regulations, which reduces the amount permitted to be maintained in a reasonably required reserve or replacement fund without yield restriction, such lesser amount shall constitute the Reserve Requirement with respect to any Additional Parity Obligations issued hereunder. The interest component on Variable Rate Indebtedness for purposes of computing the Reserve Requirement shall be equal to the lesser of the 30-year Revenue Bond Index (published by The Bond Buyer no more than two weeks prior to sale) or the maximum allowable according to the terms thereof.

"Resolution" shall mean this resolution of the Issuer, as hereafter amended and supplemented from time to time in accordance with the provisions hereof.

"Rule 15c2-12" shall mean Rule 15c2-12 under the Securities Exchange Act of 1934, as amended or supplemented.

"SEC" shall mean the Securities and Exchange Commission.

"Serial Bonds" shall mean the Bonds of a series which shall be stated to mature in annual installments.

"System" shall mean the Issuer's presently existing water and sewer system, together with all additions, extensions and improvements thereto heretofore or hereafter constructed or acquired.

"Tax Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor law, and any valid and applicable rules and regulations promulgated thereunder.

"Term Bonds" shall mean the Bonds of a series all of which shall be stated to mature on one date and which shall be subject to retirement by operation of the Bond Amortization Account.

"Underwriter" shall mean RBC Capital markets, as representative for the group consisting of RBC Capital Markets, Southwest Securities, Inc., and Morgan Keegan & Company, Inc.

"Variable Rate" shall mean, when used with respect to any Bonds or Hedge Obligation, Bonds or Hedge Obligations having (or determined by reference to) an interest rate which is subject to future change so that at the date any calculation of interest thereon is required to be made hereunder, the interest payable at any future time or for any interest period (which is relevant to such calculation) is not known. A Multimodal Bond shall be deemed to be a Variable Rate Bond unless and until it has been irrevocably converted to bear a fixed interest rate for the entire balance of its term.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

A. The Issuer now owns, operates and maintains the System and derives Gross Revenues from fees, rates, rentals and other charges made and collected for the products, services and facilities of the System.

B. The Net Revenues are not now pledged or encumbered in any manner except for payment of the 1998 Bonds.

C. It is necessary and desirable to refund the Refunded Bonds in order to achieve a reduction in the Bond Service Requirements to repay such obligations. The amount of 2010 Bonds issued will not exceed the estimated amount needed to refund the Refunded Bonds, which amount shall be obtained from the proceeds derived from the sale of the 2010 Bonds and, if necessary, from certain other funds available to the Issuer. An amount sufficient to effect the refunding of the Refunded Bonds will be irrevocably deposited into the Redemption Account established for the benefit of the holders of the Refunded Bonds, and invested in Federal Securities. The principal amounts of and interest earnings from such Federal Securities will be sufficient to make timely payments of all presently outstanding principal, interest, and redemption premiums with respect to the Refunded Bonds.

D. The principal of and interest on the 2010 Bonds and all required sinking fund, reserve and other payments shall be payable solely from the Pledged Funds as provided herein. The Issuer shall never be required to levy ad valorem taxes on any property therein to pay the principal of and interest on the 2010 Bonds or to make any of the required sinking fund, reserve or other payments and such 2010 Bonds shall not constitute a lien upon any property of,

or in, the Issuer. The 2010 Bonds shall not constitute a general indebtedness of the Issuer within the meaning of any constitutional or statutory provision.

SECTION 4. AUTHORIZATION OF REFUNDING. There is hereby authorized the refunding of the Refunded Bonds. The costs related to the refunding of the Refunded Bonds may include, but may not be limited to creation and establishment of reasonable reserves for debt service, including the purchase of a Reserve Account Credit Facility in lieu thereof; the discount on the sale of the 2010 Bonds, if applicable; premiums for bond insurance or other credit enhancement fees; advertising and other expenses related to the refunding of the Refunded Bonds and the redemption price including accrued interest payable on the redemption date to the extent not otherwise provided for; and such other costs and expenses as may be necessary or incidental to the financing herein authorized.

SECTION 5. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the 2010 Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Owners. The covenants and agreements herein and therein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Owners of any and all of the Bonds, all of which shall be of equal rank and without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided therein and herein.

SECTION 6. AUTHORIZATION OF 2010 BONDS. Subject and pursuant to the provisions hereof, bonds of the Issuer to be known as "Water and Sewer Revenue Refunding Bonds, Series 2010," herein sometimes referred to as "2010 Bonds", are authorized to be issued in the aggregate principal amount of not exceeding Forty-Four Million Dollars ($44,000,000).

SECTION 7. DESCRIPTION OF 2010 BONDS; CAPITAL APPRECIATION BONDS. The 2010 Bonds shall be in such denominations, and shall be dated, shall bear interest, payable on such dates, at such rate or rates not exceeding the maximum rate fixed by the Act or other applicable law, and shall mature on such date and in such years and amounts all as such terms are provided in the Purchase Agreement provided that the parameters set forth in Section 18 have been met.

The 2010 Bonds shall be issued in fully registered form, without coupons; shall be payable with respect to both principal and interest upon presentation and surrender thereof on the date fixed for maturity or redemption thereof at the office of the Bond Registrar in lawful money of the United States of America; and shall bear interest from such date, but not earlier than the dated date of the 2010 Bonds, payable at such times, all as provided in the Purchase Agreement.

Interest on the 2010 Bonds which is payable prior to maturity or redemption shall be paid by check or draft mailed to the Owners, at their addresses as they appear on the Bond Register, at the close of business on the 15th day of the month (whether or not a business day) next preceding the Interest Payment Date for the 2010 Bonds (the "Record Date"), except that an Owner of $1,000,000 or more in principal amount of Bonds may be paid by wire transfer to an account in

the United States of America if the holder makes a written request to the Paying Agent before the Record Date specifying the account address, irrespective of any transfer of the 2010 Bonds subsequent to such Record Date and prior to such Interest Payment Date, unless the Issuer shall be in default in the payment of interest due on such Interest Payment Date. In the event of any such default, such defaulted interest shall be payable to the Owners at the close of business on a special record date for the payment of defaulted interest as established by notice mailed to the Owners in whose names such 2010 Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

For the purposes of (i) receiving payment of the redemption price if a Capital Appreciation Bond is redeemed prior to maturity, or (ii) receiving payment of a Capital Appreciation Bond if the principal of all Bonds is declared immediately due and payable under the provisions of this Resolution, or (iii) computing the amount of the Maximum Bond Service Requirement and of Bonds held by the registered owner of a Capital Appreciation Bond in giving to the Issuer or the Trustee any notice, consent, request or demand pursuant to this Resolution for any purpose whatsoever, the principal amount of a Capital Appreciation Bond shall be deemed to be its Accreted Value.

If the date for payment of the principal of, premium, if any, or interest on the 2010 Bonds shall be a Saturday, Sunday, legal holiday or a day on which the banking institutions in the city where the principal office of the Paying Agent is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

The Bonds shall be executed in the name of the Issuer by the Mayor or Vice-Mayor and attested and countersigned by the City Clerk or Assistant City Clerk of the Issuer, and the corporate seal of the Issuer or a facsimile thereof shall be affixed thereto or reproduced thereon. The facsimile signatures of such officers shall be imprinted or reproduced on the Bonds. The Certificate of Authentication of the Bond Registrar, hereinafter described, shall appear on the Bonds, and no Bonds shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless such certificate shall have been duly executed on such Bond. The authorized signature for the Bond Registrar shall at all times be a manual signature. In case any officer whose signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bonds shall hold the proper office with the Issuer, although at the date of delivery of such Bonds such person may not have held such office or may not have been so authorized.

If any Bonds are validated, the validation certificate on the Bonds shall be executed with the manual or facsimile signature of the Mayor or Vice-Mayor. The Issuer may adopt and use for such purposes the facsimile signature of any person who shall have held such office at any time on

or after the date of adoption of this Resolution, notwithstanding that he may have ceased to be such officer at the time the Bonds are actually delivered.

SECTION 8. NEGOTIABILITY AND REGISTRATION.

A. NEGOTIABILITY. The Bonds shall be and shall have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code-Investment Securities of the State of Florida, and each successive Owner, in accepting any of the Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code-Investment Securities of the State of Florida.

B. REGISTRATION AND TRANSFER. The Registrar shall maintain the registration books of the Issuer (the "Bond Register") and be responsible for the transfer and exchange of the Bonds. The Issuer shall, prior to the proposed date of delivery of any Bonds, by resolution designate the Registrar and Paying Agent. The Registrar shall maintain the Bond Register for the registration of the transfer and exchange of the Bonds in compliance with an agreement to be executed between the Issuer and such Registrar. CUSIP number identification with appropriate dollar amounts for each CUSIP number must accompany all payments of principal, premium, and interest, whether by check or by wire transfer.

The Bonds may be transferred upon the Bond Register, upon delivery to the Registrar, accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Issuer and the Registrar duly executed by the Owner or by his duly authorized attorney, together with written instructions as to the details for the transfer of such Bonds, along with the social security or federal employer identification number of such transferee and, if such transferee is a trust, the name and social security or federal employer identification numbers of the settlor and beneficiaries of the trust, the date of the trust and the name of the trustee. No transfer of any Bond shall be effective against the Issuer, Registrar or Paying Agent until entered on the Bond Register maintained by the Registrar.

In all cases of the transfer of the Bonds, the Registrar shall enter the transfer of ownership on the Bond Register and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of authorized denominations of the same maturity and interest rate for the aggregate principal amount which the Owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Resolution. Any Bond or Bonds shall be exchangeable for a Bond or Bonds of the same maturity and interest rate, in any authorized denomination, but in a principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. Bonds to be exchanged shall be surrendered at the principal office of the Registrar, and the Registrar shall deliver in exchange therefor the Bond or Bonds which the Owner making the exchange shall be entitled to receive. The Issuer or the Registrar may charge the Owner of such Bond for every such transfer or exchange, an amount sufficient to reimburse them for any tax, fee, or other governmental charge required to be paid with respect to such transfer or exchange, and may require that such charge be paid before any such new Bond shall be delivered.

The Issuer and the Registrar shall not be obligated to make any such exchange or transfer of 2010 Bonds during the 15 days next preceding an Interest Payment Date for the 2010 Bonds or, in the case of any proposed redemption of 2010 Bonds, then, for the 2010 Bonds subject to such redemption, during the 15 days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

If the Issuer at any time or from time to time determines that a Book Entry System shall be used for any series of Bonds, the Issuer is authorized to enter into an agreement (the "Book Entry Agreement") with the Registrar and Paying Agent and with a Depository, and make such other provisions and perform such further acts as are necessary or appropriate to provide for the distribution of such series of Bonds in Book-Entry Form.

The Issuer shall terminate the Book Entry System and issue such series of Bonds directly to beneficial Owners of such series of Bonds other than the Depository, or its nominee, in the event that:

(a) The Depository determines not to continue to act as securities depository for such series of Bonds; or

(b) The Issuer has advised of its determination that the Depository is incapable of discharging its duties; or

(c) The Issuer determines that it is in the best interest of the Issuer not to continue the Book-Entry System or that the interests of the beneficial Owners of such series of Bonds might be adversely affected if the Book-Entry System is continued.

Upon occurrence of the events described in (a) or (b) above the Issuer shall attempt to locate another qualified securities depository.

In the event the Issuer makes the determination noted in (b) or (c) above, the Issuer shall mail a notice to the Depository for distribution to the beneficial owners of such series of Bonds stating that the Depository will no longer serve as securities depository, whether a new Depository will be appointed, and if not, the procedures for obtaining certificated Bonds of such series.

SECTION 9. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Owner furnishing the Issuer proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. All Bonds so surrendered shall be cancelled by the Registrar. If any such Bonds shall have matured or be about to mature, instead of issuing a substitute Bond,

the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this section shall constitute original, additional contractual obligations whether or not the lost, stolen or destroyed Bonds be at any time found by anyone, and such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the extent as all other Bonds issued hereunder.

SECTION 10. PROVISIONS FOR REDEMPTION.

A. The Bonds of each series shall be subject to mandatory redemption by operation of the Bond Amortization Account, or at the option of the Issuer, or upon such other terms, as provided by subsequent resolution of the Issuer adopted at or prior to the sale of such series of Bonds. The Issuer may purchase any Bonds that have been called for redemption and, in lieu of cancellation, resell such Bonds to achieve an interest rate savings, provided such Bonds cannot be sold at a premium above par or held by or sold to the Issuer or any party acting on behalf of the Issuer.

B. Bonds in denominations greater than a minimum authorized denomination (or a minimum authorized Maturity Amount in the case of Capital Appreciation Bonds) shall be deemed to be an equivalent number of Bonds in the denomination of a minimum authorized denomination or Maturity Amount. If a Bond is of a denomination or Maturity Amount larger than a minimum authorized denomination or Maturity Amount, a portion of such Bond may be redeemed, in the amount of such minimum authorized denomination or Maturity Amount or integral multiples thereof.

C. Notice of such redemption, identifying the Bonds or portions thereof called for redemption (i) shall be filed with the Paying Agent and Registrar; and (ii) shall be mailed by the Paying Agent, first-class mail, postage prepaid, to all Owners of the Bonds to be redeemed not more than forty-five (45) days and not less than thirty (30) days prior to the date fixed for redemption at their addresses as they appear on the Bond Register. Failure to give such notice by mailing to any Owner of Bonds, or any defect therein, shall not affect the validity of any proceeding for the redemption of other Bonds.

D. Notice having been mailed in the manner and under the conditions hereinabove provided, the Bonds or portions of Bonds so called for redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption of such Bonds or portions of Bonds on such date. On the date so designated for redemption, notice having been mailed and filed and moneys for payment of the redemption price being held in separate accounts in trust for the Owners of the Bonds or portions thereof to be redeemed, all as provided in this Resolution, interest on the Bonds or portions of Bonds so called for redemption shall cease to accrue, such Bonds and portions of Bonds shall cease to be entitled to any lien, benefit or security under this Resolution, and the Owners of such

Bonds or portions of Bonds, shall have no rights in respect thereof, except the right to receive payment of the redemption price thereof.

E. Upon surrender of any Bond for redemption in part only, the Issuer shall issue and deliver to the Owner thereof a new Bond or Bonds of authorized denominations or Maturity Amounts in aggregate principal amount equal to the unredeemed portion surrendered.

F. In addition to the foregoing notice requirements, the Issuer shall give notice and make redemptions in accordance with Securities and Exchange Commission Release No. 34-3856, if then in effect, or any other release, regulation, procedure, ruling, decision or statute modifying or superseding that release then in effect; provided that if notice complying with Subsections C and D of this Section is given, neither the failure to comply with this Subsection F nor any defect in the giving of any notice pursuant to this Subsection F shall affect or invalidate the proceedings for such redemption.

SECTION 11. FORM OF BONDS. The Bonds, the Capital Appreciation Bonds, the Certificate of Authentication, and the Assignment shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and which are herein authorized or permitted or which are subsequently authorized or permitted prior to the issuance of the Bonds.

(FORM OF BOND
OTHER THAN CAPITAL APPRECIATION BOND)

No. R-____ $_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF TITUSVILLE
WATER AND SEWER REVENUE BOND, SERIES 2010

Rate of Interest	**Maturity Date**	**Date of Issue**	**Cusip**

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that the City of Titusville, Florida (hereinafter called "Issuer"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter mentioned, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, the Principal Amount shown above, and to pay interest on said sum from the Date of Issue of this Bond or from the most recent interest payment date to which interest has been paid, at the Rate of Interest per annum set forth above until payment of such Principal Amount, such interest being payable _____ and semiannually thereafter on April 1 and October 1, of each year. The principal of and premium, if any, and interest payable on this Bond at maturity or redemption are payable upon presentation and surrender hereof on the date fixed for maturity or redemption at the principal corporate trust office of U.S. Bank, National Association (the "Paying Agent" and "Registrar") in Orlando, Florida, or at the office designated for such payment of any successor thereof. The interest on this Bond, when due and payable, other than at maturity or redemption, shall be paid by check or draft mailed to the person in whose name this Bond is registered, at his address as it appears on the Bond Register, at the close of business on the fifteenth day of the month (whether or not a business day) next preceding the interest payment date (the "Record Date"), except that a Registered Owner of $1,000,000 or more in principal amount of Bonds may be paid by wire transfer to an account in the United States of America if the Registered Owner makes a written request to the Paying Agent before the Record Date specifying the account address, or, in the case of payment after default, a special record date, as provided in the Resolution hereinafter mentioned. All amounts due hereunder

shall be payable in any coin or currency of the United States which is at the time of payment legal tender for the payment of public or private debts.

This Bond is one of the installments of an authorized issue of Bonds in the aggregate principal amount of $_____, of like tenor and effect, except as to [insert as appropriate] (date, number, series, interest rate, redemption provisions, and Maturity Date), issued to finance the cost of refunding its outstanding Water and Sewer Revenue Bonds, Series 1998, dated September 1, 1998, which were issued to finance the cost of the acquisition and construction of the improvements to the water and sewer system (the "System") of the Issuer, pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Chapter 166, Part II, Florida Statutes, as amended, Chapter 63-2001, Laws of Florida, the same constituting the City Charter of the City of Titusville, Florida, and other applicable provisions of law, Resolutions No. 30-1994, No. 47-1998 and No. 49-1998 duly adopted by the Issuer on July 12, 1994, July 14, 1998 and August 28, 1998 and Resolution No. 5-2010 duly adopted by the Issuer on January 26, 2010 (hereinafter collectively called the "Resolution"), and is subject to all the terms and conditions of such Resolution, the provisions of which are incorporated herein by reference. All undefined terms shall have the meanings provided in the Resolution.

This Bond and the issue of Bonds of which it is a part are special obligations of the Issuer payable solely from and secured by (1) the net revenues derived from the operation of the System (the "Net Revenues"), (2) the income on investment of funds held pursuant to the Resolution, and (3) until applied as provided in the Resolution, the proceeds of the Bonds, all in the manner provided in the Resolution (such sources hereinafter collectively called the "Pledged Funds").

The Bonds shall not constitute a general indebtedness or a pledge of the faith or credit of the Issuer within the meaning of any constitutional or statutory provision, and the Issuer shall never be required to levy ad valorem taxes on any property to pay the principal of or interest on the Bonds or to make any of the required payments under the Resolution, or be required or compelled to pay the same from any funds of the Issuer except the Pledged Funds, in the manner provided in the Resolution. The acceptance of the Bonds by the Registered Owners from time to time thereof shall be deemed an agreement between the Issuer and each of such Registered Owners that the Bonds and the obligations evidenced thereby shall not constitute a lien upon any property of or in the Issuer, but shall constitute a lien only upon the Pledged Funds in the manner provided in the Resolution.

It is hereby certified and recited that all acts, conditions and things required to happen, exist and be performed, precedent to and in the issuance of this Bond, have happened, exist, and have been performed in due time, form and manner as required by the Constitution and laws of the State of Florida applicable thereto, and that the issuance of the Bonds of this issue does not violate any constitutional or statutory limitations or provisions.

(INSERT REDEMPTION PROVISIONS)

Bonds in denominations greater than $5,000 Principal Amount shall be deemed to be an equivalent number of Bonds of the denomination of $5,000 Principal Amount. In the event a Bond is of a Principal Amount larger than $5,000, a portion of such Bond may be redeemed, but Bonds shall be redeemed only in the Principal Amount of $5,000 or any integral multiple thereof. Notice of redemption identifying the Bonds or portions thereof to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first-class mail (postage prepaid) not more than forty-five (45) days and not less than thirty (30) days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the Bond Register, and otherwise as provided in the Resolution. Failure to give such notice by mailing to any Registered Owner of Bonds, or any defect therein, shall not affect the validity of any proceeding for the redemption of other Bonds. All Bonds so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time. Upon surrender of any Bond for redemption in part only, the Issuer shall issue and deliver to the Registered Owner thereof, the costs of which shall be paid by the Registered Owner, a new Bond or Bonds of authorized denominations in aggregate principal amount equal to the unredeemed portion surrendered.

If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

(To be inserted where appropriate on face of bond: "Reference is hereby made to the further provisions of this Bond set forth on the reverse side hereof, and such further provisions shall for all purposes have the same effect as if set forth on this side.")

Subject to the provisions of the Resolution regarding registration, this Bond is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code-Investment Securities of the State of Florida.

Subject to the limitations and upon payment of the charges provided in the Resolution, Bonds may be exchanged for a like aggregate Principal Amount (Maturity Amount of Capital Appreciation Bonds) of Bonds of the same maturity in other authorized denominations and are transferable by the Registered Owner in person or by his attorney duly authorized in writing at the above-mentioned office of the Registrar.

The Issuer shall deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Issuer shall not be affected by any notice to the contrary.

In and by the Resolution, the Issuer has covenanted and agreed with the Registered Owners of the Bonds that it will fix, establish and maintain such rates and collect such fees, rentals and other charges for the services and facilities of the System and revise the same from time to time whenever necessary, as will always provide Gross Revenues in each Fiscal Year sufficient to pay (1) 100% of all Costs of Operation and Maintenance of the System in such year and 100% of the payments required to be made into the Reserve Account and Renewal and Replacement Fund in such year, plus (2) together with all other funds pledged to secure junior lien debt, 100% of all Debt Service becoming due in such year on all outstanding obligations payable from the Net Revenues of the System which are junior and subordinate as to lien and pledge of such Net Revenues to the Bonds, plus (3) 105% of the Bond Service Requirement becoming due in such year on the Bonds. The Issuer has entered into certain other covenants and agreements respecting the Bonds, as to which reference is made to the Resolution.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of authentication hereon shall have been executed by the Registrar.

IN WITNESS WHEREOF, the City of Titusville, Florida, has issued this Bond and has caused the same to be executed by the manual or facsimile signature of its Mayor and attested and countersigned by the manual or facsimile signature of its City Clerk, and its official seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of _____, 2010.

CITY OF TITUSVILLE, FLORIDA

By: _____
James H. Tulley, Jr.
Mayor

(SEAL)

ATTEST:

By: _____
Wanda Wells
City Clerk

Approved as to form:

_____
Dwight Severs
City Attorney

Approved as to substance:

_____
Mark Ryan
City Manager

CERTIFICATE OF AUTHENTICATION OF REGISTRAR

This Bond is one of the Issue of the within described Bonds. The Rate of Interest, Maturity Date, Registered Owner and Principal Amount shown above are correct in all respects and have been recorded, along with the applicable federal taxpayer identification number and the address of the Registered Owner, in the Bond Register maintained at the principal offices of the undersigned.

_____
Registrar

_____
Authorized Signature

_____
Date of Authentication

STATEMENT OF INSURANCE

Assured Guaranty Corp. (the "Insurer"), a Maryland-domiciled insurance company, has delivered its financial guaranty insurance policy (the "Policy") with respect to the scheduled payments of principal of and interest on this Bond to U.S. Bank, National Association, as paying agent on behalf of the holders of the Bonds (the "Paying Agent"). Such Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from the Insurer or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of the Insurer as more fully set forth in the Policy.

ASSIGNMENT

ASSIGNMENT FOR VALUE RECEIVED, the undersigned _____

_____

_____ (the "Transferor"), hereby sells, assigns, and transfers unto _____

_____

_____ (Please insert name and Social Security or Federal Employer Identification number of assignee) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ (the "Transferee") as attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature(s) to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UNIF TRANS MIN ACT - _____ (Cust.)
TEN ENT	-	as tenants by the	Custodian for _____ (Minor)
JT TEN	-	as joint tenants with right of survivor-	under Uniform Transfers to Minors Act of
		ship and not as tenants in common	(State)

Additional abbreviations may also be used though not in list above.

(FORM OF CAPITAL APPRECIATION BONDS)

NO. CA **$_____**

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF TITUSVILLE
WATER AND SEWER REVENUE BOND, SERIES 2010

Annual Yield (Approximate)	**Principal Amount**	**Maturity Date**	**Original Date of Issue**	**Cusip**

Registered Owner:

Maturity Amount:

KNOW ALL MEN BY THESE PRESENTS, that the City of Titusville, Florida (hereinafter called "Issuer"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter mentioned, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, the Maturity Amount shown above. The Original Principal Amount identified above will accrete from the Date of Issue at the approximate Annual Yield identified above (subject to the rounding of the Accreted Values), compounded on _____ and semiannually thereafter on April 1 and October 1 of each year. The Accreted Value will be paid on the Maturity Date (or upon earlier redemption) but only upon presentation and surrender of this Bond, provided that on the Maturity Date or upon earlier redemption hereof, the Accreted Values (per $5,000 Maturity Amount) as set forth in the Table of Accreted Values shall determine the total amount due (per $5,000 Maturity Amount) to the Maturity Date or date of redemption. Accreted Value for any date not set forth in the Table of Accreted Values shall be accrued from the immediately preceding Accreted Value in the Table in equal daily amounts on the basis of a 360 day year. Both principal of, premium, if any, and interest on this Bond are payable in any coin or currency of the United States which at the time of payment is legal tender for the payment of public or private debts. The Accreted Value of this Bond shall be payable upon presentation and surrender hereof on the Maturity Date or the date fixed for redemption at the principal corporate trust office of U.S. Bank, National Association (the "Paying Agent" and "Registrar") in Orlando, Florida, or at the office designated for such payment of any successor thereof.

This Bond is one of the installments of a duly authorized issue in the aggregate principal amount of $_____, of like tenor and effect, except as to [insert as appropriate] (number, date, series, redemption provisions, interest rate, and Maturity Date), issued to finance

the cost of refunding all or a portion of its outstanding Water and Sewer Revenue Bonds, Series 1998, dated September 1, 1998, which were issued to finance the cost of the acquisition and construction of the improvements to the water and sewer system (the "System") of the Issuer, pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Chapter 166, Part II, Florida Statutes, as amended, Chapter 63-2001, Laws of Florida, the same constituting the City Charter of the City of Titusville, Florida, and other applicable provisions of law, and Resolutions No. 30-1994, No. 47-1998 and No. 49-1998 duly adopted by the Issuer on July 12, 1994, July 14, 1998 and August 28, 1998 and Resolution No. 5-2010 duly adopted by the Issuer on January 26, 2010 (hereinafter collectively called the "Resolution"), and is subject to all the terms and conditions of such Resolution, the provisions of which are incorporated herein by reference. All undefined terms shall have the meanings provided in the Resolution.

This Bond and the issue of Bonds of which it is a part are special obligations of the Issuer payable solely from and secured by (1) the net revenues derived from the operation of the System (the "Net Revenues"), (2) the income on investment of funds held under the Resolution, and (3) until applied as provided in the Resolution, the proceeds of the Bonds, all in the manner provided in the Resolution (such sources hereinafter collectively called the "Pledged Funds").

The Bonds shall not constitute a general indebtedness or a pledge of the faith or credit of the Issuer within the meaning of any constitutional or statutory provision, and the Issuer shall never be required to levy ad valorem taxes on any property to pay the principal of or interest on the Bonds or to make any of the required payments under the Resolution, or be required or compelled to pay the same from any funds of the Issuer except the Pledged Funds, in the manner provided in the Resolution. The acceptance of the Bonds by the Registered Owners from time to time thereof shall be deemed an agreement between the Issuer and each of such Registered Owners that the Bonds and the obligations evidenced thereby shall not constitute a lien upon any property of or in the Issuer, but shall constitute a lien only upon the Pledged Funds in the manner provided in the Resolution.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds of this issue does not violate any constitutional or statutory limitations or provisions.

(INSERT REDEMPTION PROVISIONS)

Bonds in Maturity Amounts greater than $5,000 shall be deemed to be an equivalent number of Bonds of the Maturity Amount of $5,000. In the event a Bond is of a Maturity Amount larger than $5,000, a portion of such Bond may be redeemed, but Bonds shall be redeemed only in the Maturity Amount of $5,000 or any integral multiple thereof. Notice of redemption identifying the Bonds or portions thereof to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first-class mail (postage prepaid) not more than forty-five (45) days and not less than thirty (30) days prior to the date fixed for

redemption to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the Bond Register, and otherwise as provided in the Resolution. Failure to give such notice by mailing to any Registered Owner of Bonds, or any defect therein, shall not affect the validity of any proceeding for the redemption of other Bonds. All Bonds so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time. Upon surrender of any Bond for redemption in part only, the Issuer shall issue and deliver to the Registered Owner thereof, the costs of which shall be paid by the Registered Owner, a new Bond or Bonds of authorized denominations in aggregate principal amount equal to the unredeemed portion surrendered.

If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

(To be inserted where appropriate on face of bond: "Reference is hereby made to the further provisions of this Bond set forth on the reverse side hereof, and such further provisions shall for all purposes have the same effect as if set forth on this side.)"

Subject to the provisions of the Resolution regarding registration, this Bond is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code - Investment Securities of the State of Florida.

In and by the Resolution, the Issuer has covenanted and agreed with the Registered Owners of the Bonds that it will fix, establish and maintain such rates and collect such fees, rentals and other charges for the services and facilities of the System and revise the same from time to time whenever necessary, as will always provide Gross Revenues in each Fiscal Year sufficient to pay (1) 100% of all Costs of Operation and Maintenance of the System in such year and 100% of the payments required to be made into the Reserve Account and Renewal and Replacement Fund in such year, plus (2) together with all other funds pledged to secure junior lien debt, 100% of all Debt Service becoming due in such year on all outstanding obligations payable from the Net Revenues of the System which are junior and subordinate as to lien and pledge of such Net Revenues to the Bonds, plus (3) 105% of the Bond Service Requirement becoming due in such year on the Bonds. The Issuer has entered into certain other covenants and agreements respecting the Bonds, as to which reference is made to the Resolution.

Subject to the limitations and upon payment of the charges provided in the Resolution, Bonds may be exchanged for a like aggregate Principal Amount (Maturity Amount for Capital Appreciation Bonds) of Bonds of the same maturity in other authorized denominations and are transferable by the Registered Owner in person or by his attorney duly authorized in writing, at the above-mentioned office of the Registrar.

The Issuer shall deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Issuer shall not be affected by any notice to the contrary.

This Bond shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Resolution until the certificate of authentication hereon shall have been duly executed by the Registrar.

IN WITNESS WHEREOF, the City of Titusville, Florida, has issued this Bond and has caused the same to be executed by the manual or facsimile signature of its Mayor and attested and countersigned by the manual or facsimile signature of its City Clerk, and its official seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, as all of _____, 2010.

CITY OF TITUSVILLE, FLORIDA

By: _____
James H. Tulley, Jr.
Mayor

(SEAL)

ATTEST:

By: _____
Wanda Wells,
City Clerk

Approved as to form:

_____
Dwight Severs
City Attorney

Approved as to substance:

_____
Mark Ryan
City Manager

CERTIFICATE OF AUTHENTICATION OF REGISTRAR

This Bond is one of the Issue of the within described Bonds. The Annual Yield Interest, Maturity Date, Registered Owner, Maturity Amount and Original Principal Amount shown above are correct in all respects and have been recorded, along with the applicable federal taxpayer identification number and the address of the Registered Owner, in the Bond Register maintained at the principal offices of the undersigned.

_____
Registrar

_____
Authorized Signature

_____
Date of Authentication

STATEMENT OF INSURANCE

Assured Guaranty Corp. (the "Insurer"), a Maryland-domiciled insurance company, has delivered its financial guaranty insurance policy (the "Policy") with respect to the scheduled payments of principal of and interest on this Bond to U.S. Bank, National Association, as paying agent on behalf of the holders of the Bonds (the "Paying Agent"). Such Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from the Insurer or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of the Insurer as more fully set forth in the Policy.

ASSIGNMENT

ASSIGNMENT FOR VALUE RECEIVED, the undersigned _____

_____

_____ (the "Transferor"), hereby sells, assigns, and transfers unto _____

_____

_____ (Please insert name and Social Security or Federal Employer Identification number of assignee) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ (the "Transferee") as attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature(s) to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UNIF TRANS MIN ACT - _____ (Cust.)
TEN ENT	-	as tenants by the	Custodian for _____ (Minor)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act of _____ (State)

Additional abbreviations may also be used though not in list above.

SECTION 12. APPLICATION OF PROCEEDS OF 2010 BONDS. All moneys received from the sale of the 2010 Bonds shall be applied by the Issuer as follows:

A. All accrued interest on the 2010 Bonds being issued to the date of delivery shall be deposited in the Sinking Fund and shall be used only for the purpose of paying interest becoming due on the 2010 Bonds.

B. Proceeds of the 2010 Bonds or a Reserve Account Credit Facility, in an amount which, together with other legally available funds of the Issuer deposited therein on the date of delivery of the 2010 Bonds, will equal the Reserve Requirement on the 2010 Bonds shall be deposited in the Reserve Account.

C. Payment of all Issuance Costs (as defined in the Purchase Agreement).

D. A sum which, together with other funds provided by the Issuer, and when invested or held in cash, will be sufficient to pay on the Redemption Date, the principal of, interest on, and premium, if any, and other costs and obligations incurred with respect to the 1998 Bonds shall be irrevocably deposited into the Redemption Account held by the Paying Agent for the 1998 Bonds in the amount sufficient to redeem such 1998 Bonds on the Redemption Date.

Such funds shall be kept separate and apart from all other funds of the Issuer and the moneys on deposit with the Paying Agent in the Redemption Account for the 1998 Bonds shall be withdrawn and used solely for redemption of the Refunded Bonds.

E. The balance, if any, may be applied to any lawful purpose of the Issuer.

SECTION 13. SECURITY FOR BONDS. The payment of the principal of and interest on the Bonds shall be secured forthwith equally and ratably by a pledge of and an irrevocable lien on the Pledged Funds. The Issuer does hereby irrevocably pledge such funds to the payment of the principal of and interest on the Bonds issued pursuant to this Resolution, and to the payment therefrom into the Sinking Fund at the times provided of the sums required to secure the payment of the principal of and interest on the Bonds at the respective maturities of the Bonds. The Bonds and interest thereon shall not be or constitute a general indebtedness of the Issuer within the meaning of any constitutional or statutory limitation or provision, but shall be payable solely from and secured by a lien upon and pledge of the Pledged Funds. No Owner of any of the Bonds shall ever have the right to require or compel the exercise of the ad valorem taxing power of the Issuer for payment of the principal of and interest on the Bonds or the making of any sinking fund, reserve, or other payments provided for in this Resolution. The Bonds and the obligation evidenced thereby shall not constitute a lien upon the System, or any part thereof, or on any property of or in the Issuer, but shall constitute a lien only on the Pledged Funds, in the manner provided herein.

SECTION 14. COVENANTS OF THE ISSUER. The following covenants shall amend and restate those covenants entered into in connection with the 1998 Bonds. For as long as any of the principal of and interest on any of the Bonds and the 1998 Bonds shall be

outstanding and unpaid, or until payment has been provided for as herein permitted, the Issuer covenants with the Owners of any and all Bonds and the 1998 Bonds as follows:

A. Revenue Fund.

(1) The entire Gross Revenues derived from the operation of the System shall upon receipt thereof be deposited in the "City of Titusville Utility System Revenue Fund" (hereinafter called the "Revenue Fund"), hereby created and established. The Revenue Fund shall constitute a trust fund for the purposes herein provided, and shall be kept separate and distinct from all other funds of the Issuer and used only for the purposes and in the manner herein provided.

(2) All Hedge Receipts shall be deposited by the Issuer into the Revenue Fund and applied as provided in Subsection 14C below. Any Hedge Obligation shall be paid to the applicable Counterparty from money in the Interest Account, on a parity with payments of interest on the Bonds.

B. Operation and Maintenance Fund; Sinking Fund; Renewal and Replacement Fund and Rate Stabilization Fund. There are hereby created and established separate trust funds to be designated "City of Titusville Utility System Operation and Maintenance Fund" (the "Operation and Maintenance Fund"), "City of Titusville Water and Sewer Revenue Bonds Sinking Fund" (hereinafter called "Sinking Fund"), "City of Titusville Utility System Renewal and Replacement Fund" (hereinafter called the Renewal and Replacement Fund"), and the "City of Titusville Utility Rate Stabilization Fund" (hereinafter called "Rate Stabilization Fund"). There are also hereby created and established in the Sinking Fund four accounts to be known as the "Interest Account", "Principal Account", "Reserve Account" and "Bond Amortization Account."

C. Disposition of Revenues. All Gross Revenues at any time remaining on deposit in the Revenue Fund shall be applied and allocated on a monthly basis, commencing in the month immediately following the delivery of the Bonds only in the following manner and in the following order of priority:

(1) Gross Revenues shall first be used to deposit in the Operation and Maintenance Fund such sums as are necessary for payment of the Cost of Operation and Maintenance for the next ensuing month.

(2) Gross Revenues shall next be used to deposit into the Interest Account, such sums as will, in equal monthly installments, collectively be sufficient to pay all interest not capitalized becoming due on the Bonds on the next interest payment date and any Hedge Obligations on their next payment dates, respectively.

(3) Gross Revenues shall next be used for deposit into the Principal Account, in any Bond Year in which a Serial Bond matures, such sums as will, in equal monthly

installments, be sufficient to pay the principal (Maturity Amount for Capital Appreciation Bonds) maturing on Serial Bonds in such Bond Year.

(4) (a) On a parity with required deposits under paragraphs (2) and (3) above, Gross Revenues shall next be used for deposit into the Bond Amortization Account, in any Bond Year in which an Amortization Installment is due, such sums as will, in equal monthly installments, be sufficient to pay the Amortization Installment required to be made in such Bond Year. Such payments shall be accounted for separately for each maturity of Term Bonds of 2010 Bonds and for Term Bonds of any series of Additional Parity Bonds. The funds and investments in each such separate account shall be applied to the payment of principal of the Term Bonds of the maturity for which it is established, as provided in Section 14D herein.

(b) Upon the sale of any Term Bonds, the Issuer, shall by resolution, establish the amounts and maturities of Amortization Installments for each maturity of Term Bonds, and if there shall be more than one maturity of Term Bonds within a series, the Amortization Installments for the Term Bonds of each maturity.

(c) Moneys on deposit in each of the separate accounts in the Bond Amortization Account shall be used for the open market purchase or the redemption of Term Bonds of the series or maturity of Term Bonds within a series for which such separate account is established.

(d) The amount specified in Subsection C(2) above shall be reduced to take into account Hedge Receipts to be received on or before the succeeding Interest Payment Date and shall be increased to provide for the payment of any Hedge Obligations to be paid on or before the succeeding Interest Payment Date. With respect to any Bonds (or any Hedge Agreement) bearing interest at a Variable Rate and/or payable other than semiannually, the amount specified in Subsection C(2) above for the payment of interest (or Hedge Obligation) shall be that amount necessary to provide for the payment of such interest (or Hedge Obligation) on the payment dates therefor during such month or otherwise in substantially equal monthly payments.

(5) The required deposits to the Principal Account, Interest Account and Bond Amortization Account shall be adjusted in order to take into account the amount of money then on deposit therein.

(6) (a) Gross Revenues shall next be applied by the Issuer to establish and maintain in the Reserve Account a sum equal to the Reserve Requirement. Such sum shall be initially established and funded by deposit at the time of issuance of any Bonds.

(b) Moneys in the Reserve Account shall be used only for the purposes of (i) the payment of maturing principal of or interest on the Bonds, or maturing Amortization Installments, if any, when the other moneys in the Sinking Fund are insufficient therefor, or (ii) transfers to the Revenue Fund of amounts in the Reserve Account in excess of the Reserve Requirement.

(c) Any withdrawals from the Reserve Account under clause (b)(i) above shall be subsequently restored from the first moneys available in the Revenue Fund after all required current deposits under paragraphs (1), (2), (3) and (4) above (including all deficiencies in prior deposits) have been made in full.

(d) Notwithstanding the foregoing provisions, in lieu of the required deposits of Gross Revenues into the Reserve Account or in place of existing deposits, provided the conditions set forth below are satisfied, the Issuer may cause to be deposited into the Reserve Account for any series of Bonds a surety bond, a letter of credit or an insurance policy issued by a reputable and recognized insurer for the benefit of the Owners in an amount equal to the difference between the Reserve Requirement and the sums then on deposit in the Reserve Account, if any, which surety bond, letter of credit or insurance policy shall be payable (upon the giving of notice as required thereunder) on any interest payment date on which a deficiency exists which cannot be cured by funds in any other fund or account held pursuant to this Resolution and available for such purpose. Existing deposits which are replaced by a surety bond, letter of credit or insurance policy shall be applied by the Issuer for lawful System purposes. The conditions for replacement of existing deposits with a surety bond or a letter of credit are as follows:

(i) If a surety bond, the insurer providing such surety bond or insurance policy shall be an insurer whose municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bond issues results in such issues being rated "A" or higher by either Standard & Poor's Ratings Group or Moody's Investors Service, or their successors or any insurer who holds the highest policyholder rating accorded insurers by A.M. Best & Co. or any comparable service at the time of issuance.

(ii) If a letter of credit, the bank providing such letter of credit shall be a bank approved by the Insurer. The Insurer reserves the right to periodically review the bank and if found unacceptable, require that (a) another letter of credit must be found within 45 days, or (b) the Issuer must draw upon the letter of credit to fund the Reserve Account with cash, or (c) the Issuer must fund the Reserve Account with cash over an acceptable period of time (to be negotiated with the Insurer on a deal-by-deal basis).

(iii) The surety bond or letter of credit must be unconditional and irrevocable. If the surety bond or letter of credit can expire earlier than the final maturity of the Bonds, the provisions for funding a reserve must be approved by the Insurer. If a disbursement is made from a surety bond, letter of credit or an insurance policy provided pursuant to this paragraph, the Issuer shall be obligated to either reinstate the maximum limits of such surety bond, letter of credit or insurance policy immediately following such disbursement or to deposit into the Reserve Account, as herein provided in this paragraph (6)(d) for restoration of withdrawals from the Reserve Account, funds in the amount of the disbursement made under such policy, or a combination of such alternatives. Any interest or fees due to the surety or letter of credit provider, other than reinstatement, must be subordinate to any amounts required to be paid for the benefit of the bondholders.

(7) Upon the issuance of any Additional Parity Bonds under the terms, limitations and conditions as are herein provided, the payments into the several accounts in the Sinking Fund shall be increased in such amounts as shall be necessary to make the payments for the principal of, interest on and reserves for such Additional Parity Bonds and, if Term Bonds are issued, the Amortization Installments, on the same basis as hereinabove provided with respect to the 2010 Bonds initially issued under this Resolution.

(8) The Issuer shall not be required to make any further payments into the Sinking Fund in any Bond Year when (i) the aggregate amount of money in the Interest Account, Principal Account and Bond Amortization Account in the Sinking Fund is at least equal to the total annual Bond Service Requirements becoming due in such Bond Year on the Bonds then outstanding, plus the amount of redemption premium, if any, then due and thereafter to become due in such Bond Year on such Bonds then outstanding by operation of the Bond Amortization Account, and (ii) the full amount of the Reserve Requirements is on deposit in the Reserve Account.

(9) Gross Revenues shall next be used to pay any Hedge Charges due and payable.

(10) Gross Revenues shall next be used to provide for monthly payments or accruals of maturing principal of and interest on any debt of the Issuer which is payable from Net Revenues on a junior and subordinate basis to the Bonds.

(11) Gross Revenues shall next be deposited monthly into the Renewal and Replacement Fund, in an amount equal to one-twelfth (1/12) of any difference between the amount on deposit in the Renewal and Replacement Fund at the beginning of each System Fiscal Year, and that amount established by resolution of the Issuer as being necessary for the purposes of the fund. No deposits shall be necessary so long as the amount on deposit exceeds the greater of (i) the average of the previous three (3) years' expenditures from such Fund or (ii) $300,000. The moneys in the Renewal and Replacement Fund shall be used only for the purposes of (a) paying the cost of extensions, enlargements or additions to, or the replacement of capital assets of, the System and emergency repairs thereto, upon the authorization of the governing body of the Issuer and (b) transfers to the Reserve Account, if necessary in order to prevent a default in the payment of the principal or Amortization Installments of and interest on the Bonds.

(12) Gross Revenues shall next be used to transfer from the Revenue Fund to the Rate Stabilization Fund the amount, if any, budgeted for deposit into the Rate Stabilization Fund for the then current period as set forth in the current annual budget of the Issuer, or the amount otherwise determined by the Issuer to be credited to the Rate Stabilization Fund for such period;

(13) Gross Revenues remaining in the Revenue Fund after all of the above required payments have been made may be used by the Issuer for any lawful purpose.

(14) The Operation and Maintenance Fund, the Sinking Fund, the Renewal and Replacement Fund, the Revenue Fund, the Rate Stabilization Fund, and all accounts therein and any other special funds herein established and created shall constitute trust funds for the purposes provided herein for such funds.

(15) Monies on deposit in the Revenue Fund, the Operation and Maintenance Fund, and the Sinking Fund (except the Reserve Account therein) may be invested and reinvested in Authorized Investments, provided such investments either mature or are redeemable at not less than par without penalty at the option of the Issuer not later than the dates on which the moneys on deposit therein will be needed for the purpose of such fund. The moneys in the Reserve Account in the Sinking Fund, in the Rate Stabilization Fund and in the Renewal and Replacement Fund may be invested and reinvested only in Authorized Investments in the manner provided by law. All income on all such investments shall be deposited into the Revenue Fund, except that investment income earned in the Reserve Account shall remain therein whenever the amount on deposit therein is less than the Reserve Requirement.

(16) Investments in the Reserve Account and the Renewal and Replacement Fund shall be valued at the lesser of cost or their market value as of the last business day of each Fiscal Year. In the ensuing Fiscal Year, as a result of such revaluation, (i) any amount in the Reserve Account in excess of the Reserve Requirement may be transferred to the Revenue Fund, and (ii) any deficiency in the Reserve Account shall be restored from 12 equal monthly deposits from the Revenue Fund as provided in Subsection C(6) hereof.

D. Operation of Bond Amortization Account. Money held for the credit of the Bond Amortization Account, and each separate account established therein, shall be applied to the retirement of Term Bonds as follows:

(1) The Issuer may purchase Term Bonds subject to mandatory redemption in the then current Bond Year at the most advantageous price obtainable with reasonable diligence, such price not to exceed the principal of such Term Bonds, or the Accreted Value of Capital Appreciation Term Bonds on the mandatory redemption date, plus the accrued interest to the date of delivery thereof. No such purchase shall be made by the Issuer within the period of 45 days immediately preceding any Interest Payment Date on which Term Bonds are subject to call for mandatory redemption.

(2) The Issuer shall call for redemption from money in the Bond Amortization Account the amount of Term Bonds subject to mandatory redemption, in the then current Bond Year, less the principal amount of such Term Bonds, or Accreted Value of such Capital Appreciation Term Bonds, which have been purchased under Subsection D(1) above.

(3) The Issuer shall pay the interest accrued on Term Bonds (but not on Capital Appreciation Term Bonds) being purchased or redeemed to the date of delivery or redemption from the Interest Account and the purchase or redemption price from the Bond Amortization Account.

E. Operation and Maintenance. The Issuer will maintain the System and all parts thereof in good condition and will operate the same in an efficient and economical manner making such expenditures for equipment and for renewals, repairs and replacements as may be proper for the economical operation and maintenance thereof.

F. Annual Budget. The Issuer shall annually prepare and adopt in accordance with applicable law a budget. The Issuer shall, upon request, mail copies of such annual budgets to any Owner of Bonds who shall file his address with the Issuer and request in writing that copies of all such budgets be furnished him, and shall make available such budgets at all reasonable times to any Owner of Bonds or to anyone acting for and on behalf of such Owner, providing that such Owner shall pay the reasonable cost of such documents.

G. Rate Ordinance.

(1) The Issuer will enact a rate ordinance and thereby will fix, establish and maintain such rates and will collect such fees, rentals or other charges for the services and facilities of the System and revise the same from time to time, whenever necessary, as will always provide Gross Revenues in each Fiscal Year sufficient to pay (a) one hundred per centum (100%) of all Costs of Operation and Maintenance of the System for such Fiscal Year including transfers made to the City's general or other funds as compensation for or reimbursement of the cost of services directly benefiting the System in such Fiscal Year, one hundred per centum (100%) of the payments required to be made into the Reserve Account, and Renewal and Replacement Fund in such Fiscal Year, plus (b) together with all other funds pledged to secure junior lien debt, one hundred per centum (100%) of all Debt Service becoming due in such Fiscal Year on all outstanding obligations payable from the Net Revenues of the System which are junior and subordinate as to lien on and pledge of such Net Revenues to the lien and pledge securing payment of the Bonds, plus (c) one hundred five per centum (105%) of the Bond Service Requirement becoming due in such year on the Bonds. The Issuer will not reduce its schedule of rates, fees, rentals and other charges unless (i) the Issuer is not in default of any covenant or provision of this Resolution, (ii) all required payments under this Resolution have been made in full, and (iii) the Rate Consultant certifies that the proposed reduced schedule will provide sufficient Gross Revenues in each of the succeeding two (2) Fiscal Years to comply with all covenants and required payments under this Resolution.

(2) Whenever Gross Revenues are less in any Fiscal Year than the amount required in Subsection G(1) above, the Issuer will promptly retain a Rate Consultant to prepare and present to the governing body of the Issuer a rate study recommending such revisions in rates, fees, rentals and other charges for the services and facilities of the System as will, in the opinion of the Rate Consultant, generate Gross Revenues sufficient to meet such requirements in the next three (3) full Fiscal Years. The Issuer will implement the recommendations of the Rate Consultant or, with the concurrence of the Rate Consultants, such other rate revisions as the Issuer may find will generate such Gross Revenues.

H. Books and Records. The Issuer shall keep books and records of the Pledged Funds and the financial affairs of the System which shall be kept separate and apart from

all other books, records and accounts of the Issuer, and the Owners of the Bonds shall have the right at all reasonable times to inspect all records, accounts and data of the Issuer relating thereto.

I. Annual Audit. The Issuer shall, at least once a year, within 180 days after the close of its Fiscal Year, cause the books, records and accounts relating to the System to be properly audited by a recognized independent firm of certified public accountants and shall make generally available the report of such audits to any Owner of Bonds. Such audits shall contain a complete report of the operations of the System in accordance with generally accepted financial reporting principles as applied to governmental entities, and shall include a certificate by the auditors stating no default on the part of the Issuer of any covenant herein has been disclosed by reason of the audit (or a statement specifying such default). A copy of such annual audit shall be furnished to any rating services maintaining a rating on the Bonds and to any Owner of any Bonds who shall have requested in writing that a copy of such reports be furnished him.

J. No Mortgage or Sale of the System.

(1) The Issuer will not sell, lease, mortgage, pledge or otherwise encumber the System, or any substantial part thereof, or any revenues to be derived therefrom, except as herein provided.

(2) (a) The Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System which the Issuer shall hereafter determine, in the manner provided herein, to be no longer necessary, useful or profitable in the operation of the System.

(b) Prior to any such sale, lease or other disposition of said property, if the amount to be received therefor is not in excess of $100,000, the City Manager of the Issuer or other duly authorized officer in charge thereof shall make a finding in writing determining that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof.

(c) If the amount to be received from such sale, lease or other disposition of said property shall be in excess of $100,000 such City Manager or other officer shall first make a finding in writing determining that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the governing body of the Issuer shall, by resolution duly adopted, approve and concur in the finding of the City Manager or other officer, and authorize such sale, lease or other disposition of said property.

(3) Subject to Subsection (4) below, if the proceeds derived from any sale or other disposition of the property of the System are in excess of 10% of the value of the fixed assets of the System according to the most recent annual audit and operating report, such proceeds shall be used for the retirement of outstanding Bonds. Subject to Subsection (4) below, if the proceeds derived from any such sale or other disposition of property are less than 10% of the value of the fixed assets of the System according to the most recent annual audit and operating report, such proceeds shall be placed in the Renewal and Replacement Fund or used for

the retirement of outstanding Bonds, in such proportions as are determined by the governing body of the Issuer upon the recommendations of the City Manager. The payment of such proceeds into the Renewal and Replacement Fund shall not reduce the amounts required to be paid into such Fund by Section 14C(11) herein.

(4) The governing body of the Issuer shall have and reserves the right to authorize the sale or other disposition of any of the property comprising a part of the System and to apply the proceeds of such sale or disposition for any lawful purpose, if the Rate Consultant shall certify that the Net Revenues of the System will not be materially adversely affected by reason of such sale or disposition.

K. Insurance. The Issuer will carry adequate fire and windstorm insurance on all buildings and structures of the works and properties of the System which are subject to loss through fire or windstorm, and will otherwise carry insurance of all kinds and in the amounts normally carried in the operation of similar facilities and properties in Florida; provided, however, that in lieu of such insurance the Issuer may establish a qualified plan of self-insurance in accordance with the laws of the State of Florida. Any such insurance shall be carried for the benefit of the Owners of the Bonds. All moneys received for losses under any of such insurance, except public liability, are hereby pledged by the Issuer as security for the Bonds, until and unless such proceeds are used to remedy the loss or damage for which such proceeds are received, either by repairing the property damaged or replacing the property destroyed as soon as practicable. Any such proceeds not used for repair or replacement shall be used for the retirement of outstanding Bonds.

L. No Free Service. The Issuer will not render or cause to be rendered any free services of any nature by its System, nor will any preferential rates be established for users of the same class. Whenever the Issuer, including its departments, agencies and instrumentalities, shall avail itself of the product, facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged to the Issuer and any such department, agency or instrumentality. Such charges shall be paid as they accrue, and the Issuer shall transfer from non-System funds to the Revenue Fund sufficient sums to pay such charges. The revenues so received shall be deemed to be Gross Revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other Gross Revenues derived from such operation of the System.

M. Mandatory Cut Off. To the extent permitted by law, upon failure of any user to pay for services rendered by the System within not more than sixty (60) days, the Issuer shall shut off the connection of such user and shall not furnish him or permit him to receive from the System further service until all obligations owed by him to the Issuer on account of services shall have been paid in full. This covenant shall not, however, prevent the Issuer from causing the System connection to be shut off sooner or to implement policies dealing with individual hardships. As an alternative for sewer customers only, the Issuer may elect to lien the benefited properties for amounts due and collect the same as authorized by law.

N. Enforcement of Collections. The Issuer will diligently enforce and collect the rates, fees and other charges for the services and facilities of the System herein pledged; will take all steps, actions and proceedings for the enforcement and collection of such rates, charges and fees as shall become delinquent to the full extent permitted or authorized by law; and will maintain accurate records with respect thereof. All such fees, rates, charges and revenues herein pledged shall, as collected, be held in trust to be applied as herein provided and not otherwise.

O. Default and Remedies. If either (i) the Issuer shall fail to pay the principal of or interest, or premium, if any, on any of the Bonds as the same shall become due, or (ii) the Issuer shall fail in the observance or performance of any of the applicable covenants contained in this Resolution, then any Owner of Bonds may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the laws of the State of Florida, or granted and contained herein, and may enforce and compel the performance of all duties required herein or by any applicable statutes relating to the System or the Bonds to be performed by the Issuer or by any officer thereof. Nothing herein, however, shall be construed to grant to any Owner of the Bonds any lien on the System or any other real or tangible personal property of the Issuer.

P. Consulting Engineer.

(1) The Consulting Engineer shall provide the Issuer with competent advice respecting the proper, efficient and economical operation and maintenance of the System when making capital improvements and renewals and replacements to the System in excess of $10,000,000 per annum. The Issuer shall in advance of issuance of any Additional Parity Bonds hereunder, cause to be prepared by the Consulting Engineer a report or survey of the System, with respect to the management of the properties thereof, the proper maintenance of the properties of the System, and the necessity for capital improvements and recommendations therefore. Such a report or survey shall also show any failure of the Issuer to perform or comply with the covenants herein contained.

(2) If any such report or survey of the Consulting Engineer shall set forth that the provisions hereof or any reasonable recommendations of such Consulting Engineer have not been complied with, the Issuer shall immediately take such reasonable steps as are necessary to comply with such requirements and recommendations. Copies of each report or survey shall be placed on file with the City Manager and shall be open to the inspection of any Owner of Bonds.

Q. No Competing System. To the full extent permitted by law, the Issuer will not hereafter grant, or cause, consent to, or allow the granting of, any franchise or permit to any person, firm, corporation or body, or agency or instrumentality whatsoever, for the furnishing of water or sewer services to or within the boundaries of the Issuer.

R. Issuance of Other Obligations. Except for the 2010 Bonds, the Issuer will not issue any other obligations payable from the Pledged Funds nor voluntarily create or

cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien of the 2010 Bonds and the interest thereon upon Pledged Funds, except under the conditions and in the manner provided in Subsection S below. Any obligations issued by the Issuer other than the 2010 Bonds herein authorized and Additional Parity Bonds provided for in Subsection S below, payable from Pledged Funds, shall contain an express statement that such obligations are junior and subordinate in all respects to the 2010 Bonds, as to lien on and source and security for payment from Pledged Funds.

S. Issuance of Additional Parity Bonds. Additional Parity Bonds, payable on a parity from the Pledged Funds with the 2010 Bonds, may be issued after the issuance of any 2010 Bonds for the construction and acquisition of any additions, extensions and improvements to the System or for refunding purposes and upon the conditions and in the manner herein provided:

(1) There shall have been obtained and filed with the Issuer a certificate of an independent certified public accountant or firm of such accountants of suitable experience and responsibility: (a) stating that the books and records of the Issuer relating to the collection and receipt and application of Gross Revenues have been audited by it for the Fiscal Year immediately preceding the date of delivery of the proposed Additional Parity Bonds, or for any twelve (12) consecutive months period out of the twenty-four (24) consecutive months immediately preceding the date of sale of the proposed Additional Parity Bonds; (b) setting forth the amount of Net Revenues received by the Issuer for the audited period referred to in (a) above, with respect to which such certificate is made; (c) stating that the Net Revenues described in (b) above, as adjusted in the manner permitted in Subsection S(2) below, equal at least 1.10 times the Maximum Bond Service Requirements coming due in any future Bond Year on all Bonds then outstanding and on the proposed Additional Parity Bonds with respect to which such certificate is made.

(2) The Net Revenues for such period may be adjusted by the Consulting Engineers or Rate Consultants as follows: (a) to reflect for such period changes made in the rates, fees, rentals and other charges from the operation of the System which are in effect before the date of such certificate, as though such changes had been in effect during all of such preceding audited period referred to in Subsection S(1) above; (b) to reflect for such period any change in such Net Revenues caused by any new projects of the System having been placed into use and operation subsequent to the date of commencement of such period and prior to the date of such certificate provided for in Subsection S(1) above; (c) to include for such period an amount equal to not more than 50% the Net Revenues estimated to be derived from the operation of any project which will be placed in operation within 3 years following the date of delivery of and to be acquired or constructed out of the proceeds of such Additional Parity Bonds during the first Fiscal Year commencing after such project is first placed in operation; (d) to include for such period an amount equal to not more than 75% of the Net Revenues estimated to be derived from the operation of any other project of the System, actually under construction but which will not be placed into use and operation until after the date of issuance (but in no event later than three years after such date) of such Additional Parity Bonds, during the first Fiscal Year commencing after such project is first placed in service; and (e) to include for such period interest income estimated

to be earned during the ensuing Fiscal Year on moneys deposited into the Reserve Account from a portion of the proceeds of such Additional Parity Bonds.

(3) Each ordinance or resolution authorizing the issuance of Additional Parity Bonds shall recite that all of the covenants herein contained will be applicable to such Additional Parity Bonds, including the funding of the Reserve Account in an amount equal to the Reserve Requirement then applicable.

(4) The Issuer shall not be in default in performing any of the covenants and obligations assumed hereunder, and all payments herein required to have been made into the accounts and funds, as provided hereunder, shall have been made to the full extent required.

(5) Additional Parity Bonds for the purpose of refunding all of the then outstanding Bonds may be issued without compliance with any of the above paragraphs (1) through (4) of this Subsection S. Additional Parity Bonds issued for the purpose of refunding all or part of any series of the then outstanding Bonds, but less than all of the then outstanding Bonds, may be issued without compliance with paragraphs (1), (2) and (4), above, provided that the issuance of such Additional Parity Bonds shall result in a reduction or shall not increase the average annual debt service payments over the life of the Bonds so refunded.

(6) Additional Parity Bonds may be issued in order to complete any project financed with the proceeds of Additional Parity Bonds, without compliance with paragraphs (1), (2) and (4) of this Subsection S., provided that the principal amount of the Additional Parity Bonds issued to complete the project does not exceed 15% of such project to be completed.

(7) Additional Parity Bonds bearing interest at a Variable Rate shall additionally comply with the requirements set forth below:

(a) A Cap Rate and a maximum bank rate (the rate charged by a liquidity provider as interest on liquidity draw) must be specified at the time of issuance of the Additional Parity Bonds.

(b) A liquidity provider (a bank or other credit facility provider) rated "A" or higher by Standard & Poor's Ratings Group or Moody's Investors Service must be obtained for any Demand Obligations.

(c) Any accelerated principal payments due to a bank or other credit facility provider (absent an event of default) must be subordinated to payment of debt service on all Bonds unless the tests set forth in this Section 14S could be satisfied at the time of issuance of the Variable Rate Additional Parity Bond taking into account the accelerated principal repayment schedule.

(d) Where there is an agent/credit enchancer (other than the Insurer), the trustee (if any), tender agent (if any), paying agent (if any) must be commercial banks with trust powers.

(e) The remarketing agent must have trust powers if they are responsible for holding monies or receiving Bonds. Alternately, the governing documents may provide that if the remarketing agent is removed, resigns or is unable to perform its duties, the trustee (if any) must assume the responsibilities of remarketing agent until a substitute acceptable to the Insurer is found.

T. Creation of Superior Liens. The Issuer will not issue any other notes, bonds, certificates or obligations of any kind or nature or create or cause or permit to be created any debt, lien, pledge, assignment or encumbrance or charge payable from or enjoying a lien upon any of the Pledged Funds ranking prior and superior to the lien created by this Resolution for the benefit of the Bonds.

U. Compliance with Laws and Regulation. The Issuer will perform and comply with, in every material respect, any loan agreement which it might have with any governmental agency and all applicable Federal and State laws and regulations respecting the Bonds and the ownership and operation of the System.

V. Fidelity Bond. The Issuer will require each employee who may have possession of any Pledged Funds to be covered by a fidelity bond written by a responsible indemnity company in an amount fully adequate to protect the Issuer from loss.

W. Rate Stabilization Fund.

(1) Each month the Issuer shall transfer from the Rate Stabilization Fund to the Revenue Fund the amount budgeted, if any, for transfer into the Revenue Fund for the then current month as set forth in the current annual budget or the amount otherwise determined by the Issuer to be deposited into the Revenue Fund for the month.

(2) At any time and from time to time the Issuer may transfer for deposit in the Rate Stabilization Fund from any lawful source such amounts as the Issuer deems necessary or desirable; such amounts shall be applied for purposes of the Rate Stabilization Fund in accordance with paragraph (1) of this Subsection W.

X. Tax Code. The Issuer at all relevant times while the Bonds are outstanding will comply with the requirements of the Tax Code in order that interest on the Bonds shall be excluded from gross income for federal income tax purposes.

SECTION 15. FUNDS AND ACCOUNTS. The designation and establishment of the various funds in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain

revenues and assets of the System for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. Adequate accounting records shall be maintained to reflect and control the funds on deposit in such funds and accounts for the various purposes of such funds as herein provided.

SECTION 16. DEFEASANCE. If, at any time, the Issuer shall have paid, or shall have made provision for payment of, the principal, interest, Amortization Installments and redemption premiums, if any, with respect to all or any of the Bonds and all rebate payments, if any, required under the Tax Code, with respect to the Bonds to be defeased, then, and in that event, with respect to the Bonds to be defeased, the pledge of and lien on the Pledged Funds, and all other covenants and pledges made in this Resolution in favor of the Owners of such Bonds shall no longer be in effect. For purposes of the preceding sentence, deposit of cash and/or Federal Securities in irrevocable trust with a banking institution or trust company, for the sole benefit of the Owners of the Bonds to be defeased, in respect to which such Federal Securities, the principal and interest received will be sufficient to make timely payment of the principal, interest, Amortization Installments and redemption premiums, if any, on such Bonds, shall be considered "provision for payment". Such Federal Securites shall not be callable or prepayable prior to maturity or earlier redemption of the 2010 Bonds (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date). Nothing herein shall be deemed to require the Issuer to call any of the outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption. Payment of all rebate payments required under the Tax Code may be evidenced by an opinion of counsel rendered to the Issuer by nationally recognized bond counsel.

SECTION 17. THE INSURER. At the option of the Issuer, as determined at the time of pricing, payment of the principal and interest on all or a portion of the 2010 Bonds, when due, may be insured by the Policy issued by the Insurer. So long as any of the 2010 Bonds are insured by the Insurer, the following provisions shall apply to the 2010 Bonds:

A. Notices and Other Information.

1. Any notice that is required to be given to Owners of the 2010 Bonds, any entity required pursuant to Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission or to the Paying Agent pursuant to this Resolution shall also be provided to the Insurer, simultaneously with the sending of such notices. In addition, to the extent that the Issuer has entered into a continuing disclosure agreement, covenant or undertaking with respect to the 2010 Bonds, all information furnished pursuant to such agreements shall also be provided to the Insurer, simultaneously with the furnishing of such information.

2. To the extent not included pursuant to subsection A.1. above, the Issuer will furnish, or cause to be furnished, to the Insurer:

i. the fiscal year budget of the Issuer within thirty (30) days after adoption of such budget;

ii. annual audits of the Issuer prepared by an independent certified public accountant, within one hundred eighty (180) days of the completion of the Issuer's fiscal year together with an officer's certificate of the Issuer stating that no default or breach has occurred or is continuing under this Resolution;

iii. a copy of any disclosure document or financing agreement pertaining to the issuance of additional obligations secured on parity with the 2010 Bonds promptly upon distribution or execution of such document or agreement;

iv. immediate notice of any draw on the Reserve Account;

v. immediate notice of any default or Event of Default under this Resolution; and

vi. notice of any litigation or investigation that may have a material adverse effect on the financial position of the Issuer, or the payment or collection of debt service on the 2010 Bonds, within thirty (30) days following the commencement of any proceeding relating thereto.

3. The Insurer shall have the right to receive such additional information as it may reasonably request.

4. The Issuer will permit the Insurer to discuss the affairs, finances and accounts of the Issuer and any other information the Insurer may reasonably request regarding the security for the 2010 Bonds with appropriate officers of the Issuer and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the Issuer on any business day upon reasonable prior notice from the Insurer to Issuer.

5. All demands, notices and other information required to be given to the Insurer under this Resolution shall be in writing and shall be mailed by registered or certified mail or personally delivered or telecopied to the recipient as follows:

Assured Guaranty Corp.
31 West 52nd Street
New York, New York 10019
Attn: Risk Management Department
(Re: Policy No. [_____])
Telecopy No.: (212) 581-3268
Confirmation: (212) 974-0100
Email: riskmanagementdept@assuredguaranty.com

(In each case in which notice or other communication refers to a default or breach of the provisions of this Resolution, a claim on the Policy or any event with respect to which failure on the part of the Insurer to respond shall be deemed to constitute consent or acceptance, then such demand,

notice or other communication shall be marked to indicate "URGENT MATERIAL ENCLOSED" and shall also be sent to the attention of the General Counsel at the same address and at generalcounsel@assuredguaranty.com or the following facsimile number (212) 445-8705.)

B. Defeasance. In the event that the principal and/or interest due on the 2010 Bonds shall be paid by the Insurer pursuant to the Policy, the 2010 Bonds shall remain outstanding for all purposes (other than for purposes of filing a claim on the Policy), shall not be defeased or otherwise satisfied and shall not be considered paid by the Issuer, and the assignment and pledge of the Net Revenues and all covenants, agreements and other obligations of the Issuer to the Owners of the 2010 Bonds shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of such Owners including, without limitation, any rights that such Owners may have in respect of securities law violations arising from the offer and sale of the 2010 Bonds.

Only cash, non callable direct obligations of the United States of America, and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, in each case to which direct obligation or guarantee the full faith and credit of the United States of America have been pledged, may be used to effect defeasance of any 2010 Bonds insured by the Insurer or portion thereof unless the Insurer otherwise approves.

In addition, the defeasance provisions relating to the 2010 Bonds shall require the following items:

a. an opinion of Bond Counsel to the effect (i) that the defeasance will not adversely impact the exclusion from gross income for federal income tax purposes of interest on the 2010 Bonds and (ii) that the 2010 Bonds are no longer "Outstanding" under this Resolution;

b. if the 2010 Bonds are being advance-refunded, (i) a refunding trust or escrow agreement (the "Escrow Agreement"), (ii) an opinion of counsel regarding the validity and enforceability of the Escrow Agreement, and (iii) the verification report of a firm of independent certified public accountants, each of which (i) – (iii) in form and substance acceptable to the Insurer; and

c. if the 2010 Bonds are being advance-refunded, the Escrow Agreement shall provide that:

    i. any substitution of securities shall require verification by an independent certified public accountant and the prior written consent of the Insurer;

    ii. the Issuer will not exercise any optional redemption of the 2010 Bonds secured by the Escrow Agreement or any other redemption other than

mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the Escrow Agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition of any such redemption there shall be provided to the Insurer a verification of an independent certified public accountant as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following such redemption; and

iii. the Issuer shall not amend the Escrow Agreement or enter into a forward purchase agreement or other agreement with respect to securities in the escrow or to be delivered to the escrow without the prior written consent of the Insurer.

C. Paying Agent.

1. The Insurer shall receive prior written notice of any name change of the Paying Agent or the removal or resignation of the Paying Agent.

2. No removal or resignation of the Paying Agent shall take effect until a successor, acceptable to the Insurer, shall be appointed.

3. The Paying Agent may be removed at any time, at the request of the Insurer, for any breach of its obligations under this Resolution.

D. Amendments and Supplements. With respect to amendments or supplements to this Resolution that do not require the consent of the Owners, the Insurer must be given prior written notice of any such amendments or supplements. With respect to amendments or supplements to this Resolution that do require the consent of the Owners, the Insurer's prior written consent is required.

E. The Insurer as Third Party Beneficiary. The Insurer is explicitly recognized as being a third party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

F. Control Rights. The Insurer shall be deemed to be the holder of all of the 2010 Bonds for purposes of (a) exercising all remedies and directing actions or for any other purposes following a default or breach of the terms of this Resolution, and (b) granting any consent, waiver, direction or approval or taking any action permitted by or required under this Resolution to be granted or taken by the holders of such 2010 Bonds.

G. Consent Rights of the Insurer. This Resolution shall include the following consent provisions:

1. *Consent of the Insurer.* Any provision of this Resolution expressly recognizing or granting rights in or to the Insurer may not be amended in any manner that affects the rights of the Insurer hereunder without the prior written consent of the Insurer.

2. *Consent of the Insurer in Addition to Owner Consent.* Wherever this Resolution requires the consent of all Owners, the Insurer's prior written consent shall also be required.

3. *Debt Service Reserve Credit Instruments.* No letter of credit, surety bond, insurance policy or other credit facility may be credited or deposited to the Reserve Account without the prior written consent of the Insurer.

4. *Consent of the Insurer in the Event of Insolvency.* Any reorganization or liquidation plan with respect to the Issuer must be acceptable to the Insurer. In the event of any such reorganization or liquidation, the Insurer shall have the right to vote on behalf of all Owners who hold 2010 Bonds guaranteed by the Insurer absent a payment default by the Insurer under the Policy.

5. *Consent of the Insurer Upon Default.* Anything in this Resolution to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners for the benefit of the Owners under this Resolution, including, without limitation, (i) the right to accelerate the principal of the 2010 Bonds as described in this Resolution and (ii) the right to annul any declaration of acceleration. The Insurer also shall be entitled to approve all waivers of Events of Default.

6. *Acceleration Rights.* Upon the occurrence of an Event of Default, the Owners may, with the prior written consent of the Insurer, and shall, at the direction of the Insurer, or at the direction of the Owners with the prior written consent of the Insurer, by written notice to the Issuer and the Insurer, declare the principal of the 2010 Bonds to be immediately due and payable, whereupon that portion of the principal of the 2010 Bonds thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, anything in this Resolution or the 2010 Bonds to the contrary notwithstanding.

7. *Effect of Actions.* Notwithstanding any other provision of this Resolution, in determining whether the rights of Owners will be adversely affected by any action taken pursuant to the terms and provisions hereof, the Issuer and the Paying Agent shall consider the effect on the Owners as if there were no Policy.

H. Reimbursement Obligations.

1. The Issuer hereby agrees to pay or reimburse the Insurer (A) all amounts paid by the Insurer under the Policy, and (B) to the extent permitted by law, any and all charges, fees, costs and expenses which the Insurer may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, in connection with (i) any accounts established to facilitate payments under the Policy, (ii) the administration, enforcement, defense or preservation of any rights in respect of this Resolution or any other Financing Document, including defending, monitoring or participating in any litigation or proceeding (including any bankruptcy proceeding in respect of the Issuer or any affiliate thereof) relating to this Resolution or any other Financing Document, any party to this Resolution or any other Financing Document or the transaction contemplated by the Financing Documents, (iii) the foreclosure against, sale or other disposition of any collateral securing any obligations under this Resolution or any other Financing Document, or the pursuit of any remedies under this Resolution or any other Financing Document, to the extent such costs and expenses are not recovered from such foreclosure, sale or other disposition, or (iv) any amendment, waiver or other action with respect to, or related to, this Resolution or any other Financing Document whether or not executed or completed; costs and expenses shall include a reasonable allocation of compensation and overhead attributable to time of employees of the Insurer spent in connection with the actions described in clauses (ii) - (iv) above. In addition, the Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Resolution or any other Financing Document. The Issuer will pay interest on the amounts owed in this paragraph from the date of any payment made or incurred by the Insurer, at the per annum rate of interest publicly announced from time to time by JP Morgan Chase Bank, National Association at its principal office in New York, New York as its prime lending rate (any change in such prime rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank, National Association) plus three percent (3%) per annum (the "Reimbursement Rate"). The Reimbursement Rate shall be calculated on the basis of the actual number of days elapsed over a 360-day year. In the event JPMorgan Chase Bank ceases to announce its prime rate publicly, the prime rate shall be the publicly announced prime rate or base lending rate of such national bank, as the Insurer shall specify.

2. In addition to any and all rights of reimbursement, subrogation and any other rights pursuant hereto or under law or in equity, the Issuer agrees to pay or reimburse the Insurer, to the extent permitted by law, any and all charges, fees, costs, claims, losses, liabilities (including penalties), judgments, demands, damages, and expenses which the Insurer or its officers, directors, shareholders, employees, agents and each Person, if any, who controls the Insurer within the meaning of either Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended, may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of

investigations, of any nature in connection with, in respect of or relating to the transactions contemplated by this Resolution or any other Financing Document by reason of:

a. any omission or action (other than of or by the Insurer) in connection with the offering, issuance, sale, remarketing or delivery of the 2010 Bonds;

b. the negligence, bad faith, willful misconduct, misfeasance, malfeasance or theft committed by any director, officer, employee or agent of the Issuer in connection with any transaction arising from or relating to this Resolution or any other Financing Document;

c. the violation by the Issuer of any law, rule or regulation, or any judgment, order or decree applicable to it;

d. the breach by the Issuer of any representation, warranty or covenant under this Resolution or any other Financing Document or the occurrence, in respect of the Issuer, under this Resolution or any other Financing Document of any default or "Event of Default" or any event which, with the giving of notice or lapse of time or both, would constitute any default or "Event of Default"; or

e. any untrue statement or alleged untrue statement of a material fact contained in any official statement relating to the 2010 Bonds, if any, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such claims arise out of or are based upon any untrue statement or omission in information included in an official statement, if any, and furnished by the Insurer in writing expressly for use therein.

I. Payment Procedure Under the Policy.

1. At least two (2) Business Days prior to each payment date on the 2010 Bonds, the Paying Agent will determine whether there will be sufficient funds to pay all principal of and interest on such 2010 Bonds due on the related payment date and shall immediately notify the Insurer or its designee on the same Business Day by telephone or electronic mail, confirmed in writing by registered or certified mail, of the amount of any deficiency. Such notice shall specify the amount of the anticipated deficiency, such 2010 Bonds to which such deficiency is applicable and whether such 2010 Bonds will be deficient as to principal or interest or both. If the deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent shall so notify the Insurer or its designee.

2. The Paying Agent shall, after giving notice to the Insurer as provided above, make available to the Insurer and, at the Insurer's direction, to any fiscal agent, the registration books of the Issuer maintained by the Paying Agent and all records relating to the funds maintained under this Resolution.

3. The Paying Agent shall provide the Insurer and any fiscal agent with a list of registered owners of 2010 Bonds entitled to receive principal or interest payments from the Insurer under the terms of the Policy, and shall make arrangements with the Insurer, the fiscal agent or another designee of the Insurer to (i) mail checks or drafts to the registered owners of 2010 Bonds entitled to receive full or partial interest payments from the Insurer and (ii) pay principal upon 2010 Bonds surrendered to the Insurer, the fiscal agent or another designee of the Insurer by the registered owners of 2010 Bonds entitled to receive full or partial principal payments from the Insurer.

4. The Paying Agent shall, at the time it provides notice to the Insurer of any deficiency pursuant to clause 1. above, notify registered owners of 2010 Bonds entitled to receive the payment of principal or interest thereon from the Insurer (i) as to such deficiency and its entitlement to receive principal or interest, as applicable, (ii) that the Insurer will remit to them all or a part of the interest payments due on the related payment date upon proof of its entitlement thereto and delivery to the Insurer or any fiscal agent, in form satisfactory to the Insurer, of an appropriate assignment of the registered owner's right to payment, (iii) that, if they are entitled to receive partial payment of principal from the Insurer, they must surrender the related 2010 Bonds for payment first to the Paying Agent, which will note on such 2010 Bonds the portion of the principal paid by the Paying Agent and second to the Insurer or its designee, together with an appropriate assignment, in form satisfactory to the Insurer, to permit ownership of such 2010 Bonds to be registered in the name of the Insurer, which will then pay the unpaid portion of principal, and (iv) that, if they are entitled to receive full payment of principal from the Insurer, they must surrender the related 2010 Bonds for payment to the Insurer or its designee, rather than the Paying Agent, together with an appropriate assignment, in form satisfactory to the Insurer, to permit ownership of such 2010 Bonds to be registered in the name of the Insurer.

5. In addition, if the Paying Agent has notice that any holder of the 2010 Bonds has been required to disgorge payments of principal or interest on such 2010 Bonds previously Due for Payment (as defined in the Policy) pursuant to a final non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy laws, then the Paying Agent shall notify the Insurer or its designee of such fact by telephone or electronic notice, confirmed in writing by registered or certified mail.

6. The Paying Agent will be hereby irrevocably designated, appointed, directed and authorized to act as attorney-in-fact for holders of the 2010 Bonds as follows:

a. If and to the extent there is a deficiency in amounts required to pay interest on the 2010 Bonds, the Paying Agent shall (a) execute and deliver to the Insurer, in form satisfactory to the Insurer, an instrument appointing the Insurer as agent for such holders in any legal proceeding related to the payment of such interest and an assignment to the Insurer of the claims for interest to which such deficiency relates and which are paid by the Insurer, (b) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment from the Insurer with respect to the claims for interest so assigned, and (c) disburse the same to such respective holders; and

b. If and to the extent of a deficiency in amounts required to pay principal of the 2010 Bonds, the Paying Agent shall (a) execute and deliver to the Insurer, in form satisfactory to the Insurer, an instrument appointing the Insurer as agent for such holder in any legal proceeding related to the payment of such principal and an assignment to the Insurer of the 2010 Bonds surrendered to the Insurer in an amount equal to the principal amount thereof as has not previously been paid or for which moneys are not held by the Paying Agent and available for such payment (but such assignment shall be delivered only if payment from the Insurer is received), (b) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment therefore from the Insurer, and (c) disburse the same to such holders.

7. Payments with respect to claims for interest on and principal of 2010 Bonds disbursed by the Paying Agent from proceeds of the Policy shall not be considered to discharge the obligation of the Issuer with respect to such 2010 Bonds, and the Insurer shall become the owner of such unpaid 2010 Bond and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of this subsection or otherwise.

8. Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent hereby agree for the benefit of the Insurer that:

a. they recognize that to the extent the Insurer makes payments directly or indirectly (*e.g.*, by paying through the Paying Agent), on account of principal of or interest on the 2010 Bonds, the Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon as provided and solely from the sources stated in this Resolution and such 2010 Bonds; and

b. they will accordingly pay to the Insurer the amount of such principal and interest, with interest thereon as provided in this Resolution and the 2010 Bonds, but only from the sources and in the manner provided herein for the payment of principal of and interest on such 2010 Bonds to holders, and

will otherwise treat the Insurer as the owner of such rights to the amount of such principal and interest.

9. The Insurer shall be entitled to pay principal or interest on the 2010 Bonds that shall become Due for Payment (as defined in the Policy) but shall be unpaid by reason of Nonpayment (as defined in the Policy) and any amounts due on such 2010 Bonds as a result of acceleration of the maturity thereof in accordance with this agreement, whether or not the Insurer has received a Notice (as defined in the Policy) of Nonpayment or a claim upon the Policy.

10. In addition, the Insurer shall, to the extent it makes any payment of principal or interest on the 2010 Bonds become subrogated to the rights of the recipients of such payments in accordance with the terms of the Policy, and to evidence such subrogation (i) in the case of claims for interest, the Paying Agent shall note the Insurer's rights as subrogee on the registration books of the Issuer maintained by the Paying Agent, upon receipt of proof of payment of interest thereon to the registered holders of the 2010 Bonds, and (ii) in the case of claims for principal, the Paying Agent, if any, shall note the Insurer's rights as subrogee on the registration books of the Issuer maintained by the Paying Agent, upon surrender of the 2010 Bonds together with receipt of proof of payment of principal thereof.

J. Additional Covenants

1. Purchase in Lieu of Redemption. So long as any 2010 Bonds insured by the Insurer remain outstanding or any amounts are owed to the Insurer by the Issuer, without the prior written consent of the Insurer, no 2010 Bonds insured by the Insurer shall be purchased by or on behalf of the Issuer or any of their affiliates in lieu of redemption, unless such 2010 Bonds are redeemed, defeased or cancelled promptly upon such purchase.

2. Hedge Agreements. So long as any 2010 Bonds insured by the Insurer remain outstanding or any amounts are owed to the Insurer by the Issuer, the Issuer shall not enter into any Hedge Agreement or any other interest rate exchange agreement, cap, collar, floor, ceiling, or other agreement or instrument involving reciprocal payment obligations between the Issuer and a counterparty based on interest rates applied to a notional amount of principal entered into by or on behalf of the Issuer and payable from or secured in whole or in part by the Net Revenues, without the prior written consent of the Insurer.

3. Variable Rate and Demand Obligations. So long as any 2010 Bonds insured by the Insurer remain outstanding or any amounts are owed to the Insurer by the Issuer, the Issuer shall not issue or incur indebtedness payable from or secured in whole or in part by the Net Revenues that (i) bears interest at other than fixed rates, if, immediately upon such issuance or incurrence more than 20% of par amount of the Issuer's indebtedness that is payable from or secured in whole or in part by the Net Revenues will bear interest at other than fixed rates, (ii) permits or requires

the holder to tender such indebtedness for purchase prior to the stated maturity thereof, in either case without the prior written consent of the Insurer.

4. No Assumed Amortization. Notwithstanding any provision to the contrary in this Resolution, the Issuer shall use actual amortization on Term Bonds to determine Bond Service Requirements, the Maximum Bond Service Requirement and Debt Service on such 2010 Bonds and all other Additional Parity Bonds, disregarding any provision in this Resolution allowing for assumed or deemed amortization.

5. Reserve Requirement. The Reserve Account for the 2010 Bonds shall only secure the 2010 Bonds and Additional Parity Bonds.

6. Treatment of Build America Bonds Subsidy. If any 2010 Bonds shall be "Build America Bonds," this Resolution shall specify that the Issuer's obligation to pay principal and interest on such 2010 Bonds is not net of the Build America Bonds subsidy or direct payments so that if such subsidy or direct payments are suspended, reduced or terminated, the Issuer shall remain obligated for the full amount of principal and interest on such 2010 Bonds.

SECTION 18. NEGOTIATED SALE AND AWARD OF BONDS; PURCHASE AGREEMENT. The Issuer has determined that the negotiated sale of the 2010 Bonds to the Underwriter is in its best interest. The City Manager is hereby authorized to negotiate the sale of the 2010 Bonds to the Underwriter within the following parameters. The final maturity of the 2010 Bonds shall not exceed the maturity of the Refunded Bonds and the new debt service shall produce a minimum debt service savings of 2.5% calculated on a present value basis. A Purchase Agreement, as may be recommended by the City Manager and counsel to the Issuer, is hereby approved by the Issuer, and the Issuer hereby authorizes and directs said Mayor or Vice-Mayor to execute and the City Clerk or Assistant City Clerk of the Issuer to attest under the seal of the Issuer the Purchase Agreement and to deliver the Purchase Agreement to the Underwriter. The terms of the 2010 Bonds, which shall include the dated date, maturity dates and amounts, repayment provisions, and the interest rates (not exceeding the maximum interest rate permitted by the Act or by other applicable provisions of law), shall be provided in a Purchase Agreement entered into for the sale of the 2010 Bonds. The 2010 Bonds are hereby awarded to the Underwriter. Prior to the execution of the Purchase Agreement, the Underwriter will deliver a Negotiated Sale Disclosure and Truth-in-Bonding Statement to the Issuer as required by Section 218.385, Florida Statutes, as amended.

SECTION 19. APPROVAL OF OFFICIAL STATEMENT.

A. The City Manager is authorized to approve and "deem final," for purposes of and except for certain omission permitted by SEC Rule 15c2-12, a Preliminary Official Statement relating to the 2010 Bonds and to deliver the same to the Underwriter for its use in marketing the 2010 Bonds to potential customers and such Preliminary Official Statement is hereby "deemed final" as of its date.

B. The distribution of a Preliminary Official Statement and a final Official Statement in such form and with such revisions as shall hereafter be approved by the City Manager, his execution thereof deemed evidence of such approval, and the conditions of the Insurer of the 2010 Bonds, if applicable, is hereby authorized and approved and the proper officers of the Issuer are hereby authorized to execute the final Official Statement and to deliver the same to the Underwriter.

SECTION 20. EXECUTION AND DELIVERY OF 2010 BONDS AND PURCHASE AGREEMENT.

A. The Mayor or Vice Mayor and the City Clerk or Assistant City Clerk, on behalf of the Issuer, are hereby authorized and directed to execute the 2010 Bonds when prepared, as provided below, and deliver the same to the Underwriter upon payment of the purchase price pursuant to the conditions stated and terms provided in the Purchase Agreement. The Mayor, City Manager, City Clerk, Finance Director, attorney for the Issuer, and Smith Hulsey & Busey, bond counsel for the Issuer, are each designated agents of the Issuer in connection with the issuance and delivery of the 2010 Bonds, and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Issuer which are necessary or desirable in connection with the purchase, sale, execution and delivery of the 2010 Bonds and which are not inconsistent with the terms and provisions of this Resolution and the Purchase Agreement, and other actions relating to the 2010 Bonds heretofore taken by the Issuer.

B. A Purchase Agreement, as may be recommended by the City Manager and counsel to the Issuer, is hereby approved by the Issuer, and the Issuer hereby authorizes and directs said Mayor or Vice-Mayor to execute and the City Clerk or Assistant City Clerk of the Issuer to attest under the seal of the Issuer the Purchase Agreement and to deliver the Purchase Agreement to the Underwriter.

SECTION 21. CONTINUING DISCLOSURE. The Issuer (i) hereby covenants to undertake, for the benefit of the Owners of the 2010 Bonds, certain disclosure and notice obligations in order to comply with and satisfy the requirements of Rule 15c2-12 and (ii) shall execute and deliver a Continuing Disclosure Certificate as may be recommended by the City Manager and counsel to the Issuer and in form and substance reasonably acceptable to the Underwriter. Such Continuing Disclosure Certificate is hereby approved by the Issuer, and the Issuer hereby authorizes and directs said Mayor or Vice-Mayor to execute the Continuing Disclosure Certificate and to deliver the Continuing Disclosure Certificate to the Underwriter.

SECTION 22. MODIFICATION OR AMENDMENT.

A. The Issuer may, from time to time and at any time, with the prior written consent of the Insurer, but without the consent or concurrence of any Registered Owner of any Bond, enact or adopt such supplemental ordinances or resolutions as shall not be inconsistent with the terms and conditions of this Resolution;

(i) To cure any ambiguity, defect or omission in this Resolution,

(ii) To secure, extend or renew to the Registered Owners of the Bonds the pledges made herein for the payment of the Bonds and the interest to accrue thereon,

(iii) To assure compliance with Section 148(f) of the Tax Code in effect from time to time and applicable to the Bonds, or

(iv) To grant to or confer upon the Registered Owners of the Bonds any additional right, remedies, powers, authority or security that lawfully may be granted to or conferred upon them.

B. This Resolution may be modified or amended at any time prior to the issuance of the Bonds pursuant to a supplemental ordinance or resolution enacted or adopted prior to the issuance of the Bonds. Except as permitted by Subsection 22A hereof, no material modification or amendment of this Resolution, or of any supplemental ordinance or resolution may be made after the issuance of the 2010 Bonds without the consent in writing of (1) the Insurer with respect to Bonds insured by a Policy and (2) the Registered Owners of a majority of the aggregate principal amount (Accreted Value for Capital Appreciation Bonds) of the Bonds then outstanding which are not insured under a Policy, provided, however, that no modification or amendment shall permit a change in the maturity of such Bonds or a reduction in the rate of interest thereon or in the amount of the principal obligation thereof or affecting the promise of the Issuer to pay the principal of and interest on the Bonds as the same shall become due from the Pledged Funds, to the extent pledged therefor, or reduce the percentage of the Registered Owners of the Bonds required to consent to any material modification or amendment hereto without the consent of the Registered Owners of all such Bonds; and further provided that no such modification or amendment shall allow or permit any acceleration of the payment of principal of or interest on the Bonds upon a default in the payment thereof whether or not the Registered Owners of the Bonds consent thereto.

SECTION 23. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds issued hereunder.

SECTION 24. REPEALING CLAUSE. All ordinances or resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 25. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

Adopted this 26th day of January, 2010.

(SEAL)

CITY OF TITUSVILLE, FLORIDA

By: _____
James H. Tulley, Jr.
Mayor

(ATTEST)

By: _____
Wanda Wells,
City Clerk

Approved as to form:

_____
Dwight Severs
City Attorney

Approved as to substance:

_____
Mark Ryan
City Manager

STATE OF FLORIDA

COUNTY OF BREVARD

I, Wanda F. Wells, City Clerk of the City of Titusville, Florida, do hereby certify that the above and foregoing is a true and correct copy of a resolution as the same was duly adopted at a meeting of the City Council held on the 26th day of January, 2010, and as the same appears on record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22nd day of February, 2010.

(Seal)

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

CITY OF TITUSVILLE, FLORIDA

WATER AND SEWER REVENUE BOND
SERIES 2026

INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES

INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES

To the Honorable Mayor and City Council,
City of Titusville, Florida:

We have performed the procedures enumerated below, which were agreed to by the City of Titusville, Florida (the City), on the accuracy of the Net Revenues for the fiscal year ended September 30, 2025, and future debt service projections related to the City's issuance of the Water and Sewer Revenue Bond, Series 2026 (the 2026 Bond). The City's management is responsible for the proper reporting of Net Revenues for the year ended September 30, 2025, future debt service projections, and compliance with all applicable debt covenants.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting the City in evaluating whether reported net revenues reported for the fiscal year ended September 30, 2025, satisfy the bond coverage requirements. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

1) Confirm the most recent fiscal year for which the books and records of the City have been audited and whether said fiscal year falls within the fiscal year immediately preceding the date of delivery of the proposed additional parity bonds or for any twelve (12) consecutive months out of the twenty-four (24) consecutive months immediately preceding the date of sale.

   Findings: We noted the most recent fiscal year for which the City has a completed audit was for the fiscal year ended September 30, 2025. We noted this fiscal year is considered to meet the timing criteria relative to the audit relating to the fiscal year immediately preceding the date of delivery of the proposed additional parity bonds or for any twelve (12) consecutive months out of the twenty-four (24) consecutive months immediately preceding the date of sale.

2) Agree the amount of Net Revenues of the City as identified by management during the twelve-month period as established in Procedure #1, to the audited financial statements of the City for the year then ended.

   Findings: Based on the audited financial statements and definitions provided by management as related back to the original bond resolution, we re-calculated the Net Revenues for the fiscal year ended September 30, 2025, to be $6,279,562. We noted all underlying amounts agreed to the audited trial balance and annual comprehensive fiscal report for the 2025 fiscal year.

3) Calculate the net revenues as a percentage of maximum annual debt service requirements to determine whether the net revenues equal at least 125% of the scheduled Maximum Annual Debt Service on outstanding bonds and the 2026 Bond.

   Findings: We obtained the debt service requirements on the 2026 Bond and existing debt instruments subject to the coverage covenant. Based on the existing annual debt service requirements and projected debt service requirements related to the 2026 Bond, the maximum debt service requirement in a future year occurs in fiscal year 2029 with total applicable debt service requirements of $3,462,525. We calculated the amount of Net Revenues for the computation period to be approximately 181%, which equals at least 125% of the scheduled maximum annual debt service.

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the AICPA. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the City's Net Revenues and/or future debt service requirements as it relates to the issuance of the 2026 Bond. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City and its bond counsel solely as it relates to the issuance of the 2026 Bond, and is not intended to be and should not be used by anyone other than these specified parties.

James Moore & Co., P.L.

Daytona Beach, Florida
July 6, 2026

July 16, 2026

City Council of the
City of Titusville, Florida

Bryant Miller Olive P.A.
Orlando, Florida

Regions Capital Advantage, Inc.
Birmingham, Alabama

Re: $14,047,000 City of Titusville, Florida Water and Sewer Revenue Bond, Series 2026

Ladies and Gentlemen:

I have acted as counsel to the City of Titusville, Florida (the "City") in connection with the issuance by the City of its $14,047,000 principal amount of Water and Sewer Revenue Bond, Series 2026 (the "Bond"). As such counsel, I have examined certified copies of Resolution No. 5-2010 adopted by the City Council on January 26, 2010 (the "Bond Resolution"), as amended and supplemented, and as particularly supplemented by Resolution No. [__]-2026 adopted by the City Council on July 14, 2026 (the "Supplemental Resolution" and together with the Bond Resolution, the "Resolution"), providing for the issuance of the Bond, the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the Charter of the City of Titusville, Florida and other applicable provisions of law (collectively, the "Act"), and such other laws, documents, proofs and proceedings as I have deemed necessary as a basis for the opinions hereinafter expressed. All terms not otherwise defined herein shall have the meaning ascribed thereto in the Resolution.

Based on such examination, I am of the opinion that:

1. the City is a municipal corporation within the State of Florida, duly created and validly existing and has full legal right, power and authority to adopt and perform its obligations under the Resolution, and to authorize, execute and deliver and to perform its obligations under the Bond;

2. the City has duly adopted the Resolution, and has duly authorized, executed and delivered the Bond and such instruments constitute legal, binding and valid obligations of the City, enforceable in accordance with their respective terms; provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of

equity and the exercise of judicial discretion;

3. all authorizations, consents, waivers, approvals and reviews of governmental bodies or regulatory authorities required for the City's adoption, execution, approval and performance of the Bond and the Resolution have been obtained, provided that no opinion is expressed with respect to any authorizations, consents, waivers, approvals or reviews required by the securities laws of the United States of America or of any state, or of any other jurisdiction;

4. the meetings of the City during which matters relating to the issuance of the Bond and the Resolution were considered were held in accordance with all applicable rules and all of the laws of the State and the City that govern the meetings of the City;

5. the adoption of the Supplemental Resolution and the authorization, execution and delivery of the Bond, and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default under, any law, administrative regulation, consent decree, resolution or any agreement or other instrument to which the City is subject nor will such adoption, execution, delivery, authorization or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City, or under the terms of any law, administrative regulation, resolution or instrument, except as expressly provided by the Supplemental Resolution and the Bond;

6. the Bond has been duly executed and delivered and the City is in compliance with all conditions contained in the Resolution precedent to the issuance of the Bond;

7. as of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of my knowledge, threatened against the City, affecting or seeking to prohibit, restrain or enjoin the City from adopting the Supplemental Resolution or issuing and delivering the Bond or contesting or affecting as to the City the validity or enforceability of the Act in any respect relating to the Resolution or the authorization for the issuance of the Bond, or contesting any authority for the adoption of the Supplemental Resolution, contesting or affecting the validity or enforceability of the Bond;

8. to the best of my knowledge, the authorization, execution and delivery of the Bond, and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default under, any law, administrative regulation, consent decree, resolution or any agreement or other instrument to which the City is subject nor will such execution, delivery, authorization or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City, or under the terms of any law, administrative regulation, resolution or instrument, except as expressly provided by the Resolution; and

9. the Bond Resolution has not been modified, amended, revoked or repealed in any way after its date of adoption, except as expressly provided for therein, and is now in full force and effect.

Respectfully submitted,

Andriene C. Treasure
City Attorney

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **FY27 Stormwater Rates**

Department/Office: Public Works

Recommended Action:

Approve the proposed Fiscal Year 2027 stormwater assessment rate for purposes of the required public notifications.

Summary Explanation & Background:

On August 23, 2016, City Council adopted Resolution No. 19-2016, authorizing the use of the uniform method for collecting non-ad valorem stormwater assessments pursuant to Section 197.3632, Florida Statutes. On June 13, 2017, City Council approved interlocal agreements with the Brevard County Property Appraiser and Brevard County Tax Collector for the administration and collection of the City's stormwater assessments.

Section 197.3632, Florida Statutes, requires local governments using the uniform collection method to provide notice of the proposed assessment by first-class mail to all affected property owners and by publication in a newspaper of general circulation. The notice must include information regarding the purpose of the assessment, the proposed assessment amount, the methodology used to calculate the assessment, the total revenue to be collected, payment and enforcement provisions, and the date, time, and location of the public hearing. Property owners must also be informed of their right to appear at the hearing and submit written objections.

City Council has expressed a desire to increase the level of service provided by the Stormwater Utility. Historically, stormwater assessment revenues have primarily funded the operation, maintenance, and repair of the existing stormwater system, with limited funding available for capital improvements. To assist Council in evaluating funding options, staff has prepared a matrix illustrating potential service levels associated with 50%, 75%, and 100% increases to the stormwater assessment. The scenarios demonstrate various allocations between enhanced maintenance activities and expanded capital improvement investments.

At this meeting, City Council is requested to establish the proposed Fiscal Year 2027 stormwater assessment rate that will be included in the required mailed notices to

property owners. A public hearing to consider adoption of the final assessment rate is scheduled for August 25, 2026. In accordance with Florida law, the final assessment adopted by City Council may be lower than the rate included in the mailed notice but may not exceed the noticed amount.

Alternatives:
Do not mail out notices and keep the same rate/ERU as FY26

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:
Goal 1: Quality of Life
Goal 3: Financial Stability

Strategic Plan Impact:
This action is necessary to fund the stormwater division

ATTACHMENTS:
1. Stormwater Funding Matrix
2. FY27 Mail Notice_Example

FY27 Revenue & Budget Estimates	FY26	FY27 @ 50% increase (Maintenance Focus)	FY27 @ 50% increase (Capital Focus)	FY27 @ 75% increase (Maintenance Focus)	FY27 @ 75% increase (Capital Focus)	FY27 @ 100% increase (Maintenance Focus)	FY27 @ 100% increase (Capital Focus)
Amount of Assesment	$ 4,882,614.24	$ 7,323,921.36	$ 7,323,921.36	$ 8,544,574.92	$ 8,544,574.92	$ 9,765,228.48	$ 9,765,228.48
Revenue after Property Appraiser/Tax Collector Fees and Early and Non Payment Assumptions		$ 6,503,290.01	$ 6,503,290.01	$ 7,589,671.68	$ 7,589,671.68	$ 8,676,053.35	$ 8,676,053.35
IT Allocation	$ 118,752.00	$ 132,369.00	$ 132,369.00	$ 132,369.00	$ 132,369.00	$ 132,369.00	$ 132,369.00
General Fund Allocation	$ 704,294.00	$ 718,380.00	$ 718,380.00	$ 718,380.00	$ 718,380.00	$ 718,380.00	$ 718,380.00
Debt Payment	$ 319,238.00	$ 414,307.00	$ 414,307.00	$ 414,307.00	$ 414,307.00	$ 414,307.00	$ 414,307.00
Personnel	$ 1,375,417.00	$ 1,461,147.00	$ 1,461,147.00	$ 1,461,147.00	$ 1,461,147.00	$ 1,461,147.00	$ 1,461,147.00
Fleet Charges (Fuel & Maintenance)	$ 371,500.00	$ 394,400.00	$ 394,400.00	$ 394,400.00	$ 394,400.00	$ 394,400.00	$ 394,400.00
Street Sweeping	$ 479,000.00	$ 203,475.00	$ 203,475.00	$ 203,475.00	$ 203,475.00	$ 203,475.00	$ 203,475.00
Capital Outlay	$ 220,000.00	$ 116,700.00	$ 116,700.00	$ 116,700.00	$ 116,700.00	$ 116,700.00	$ 116,700.00
Master Plan GF Payback		$ 249,333.00	$ 249,333.00	$ 249,333.00	$ 249,333.00	$ 249,333.00	$ 249,333.00
Operating	$ 989,484.00	**$ 2,770,000.00**	**$ 2,500,000.00**	**$ 3,500,000.00**	**$ 2,500,000.00**	**$ 4,200,000.00**	**$ 2,500,000.00**
Flooding Projects (New/Upgraded Infrastructure Projects/Property Purchase)	$0.00	**$0.00**	**$270,000.00**	**$ 350,000.00**	**$ 1,350,000.00**	**$ 736,591.00**	**$ 2,436,591.00**

Estimated Service Level							
Infrastructure Cleaning/Inspection (*State Requirement)		20% of system each year	20% of system each year	20% of system each year	20% of system each year	20% of system each year	20% of system each year
Ditch Dredging Increase in service		10% of ditches rebuilt every 3 years	Existing Level of Service	20% of ditches rebuilt every 3 years with contractor or purchase additional equipment including a walking excavator and increase staff by 2 FTEs	Existing Level of Service	40% of ditches rebuilt every 3 years with contractor or purchase additional equipment including a walking excavator and increase staff by 6 FTEs	Existing Level of Service
Priority Flooding Project Designs		0	1 - 2	1 - 2	3 - 4	2 - 3	4 - 6
Property Purchases		0	0	0-1	1 - 3	0 - 1	2 - 4

Stormwater Assessment Increase							
Rate/ERU	$160.44	$240.66	$360.99	$280.77	$280.77	$320.88	$320.88
Annual Single Family w/o Credit	$160.44	$240.66	$240.66	$280.77	$280.77	$320.88	$320.88
Monthly Single Family w/o Credit	$13.37	$20.06	$20.06	$23.40	$23.40	$26.74	$26.74
Monthly Increase Single Family w/o Credit		**$6.69**	**$6.69**	**$10.03**	**$10.03**	**$13.37**	**$13.37**
Annual Single Family with Credit	$112.31	$168.46	$168.46	$196.54	$196.54	$224.62	$224.62
Monthly Single Family with Credit	$9.36	$14.04	$14.04	$16.38	$16.38	$18.72	$18.72
Monthly Increase Single Family with Credit		**$4.68**	**$4.68**	**$7.02**	**$7.02**	**$9.36**	**$9.36**

City of Titusville – Public Works
555 S. Washington Ave.
Titusville, FL 32796

Notice to Property Owners of Non-Ad Valorem Assessment

Please Note: This is Not a Bill – Do Not Pay

Parcel ID #: / Address:
The Fiscal Year 2026-2027 annual stormwater assessment proposed total for the above parcel is: $XXX.XX

What is the purpose of this assessment? This assessment funds the City's stormwater utility services. These services include, but are not limited to, maintaining and operating the public stormwater system; master planning, flood prevention and response; construction of stormwater infrastructure and water quality improvement projects; and street sweeping.

Why did the rate increase? The annual assessment amount is based on operating costs and budget needs. The City Council is focused on investing in and improving the City's stormwater infrastructure. Revenue from the rate increase will be used to implement the citywide Stormwater Master Plan, inspect infrastructure, begin the design of critical infrastructure upgrades, and purchase properties that will increase stormwater storage capacity within the City.

Why did I receive this notice? As a property owner, you have a right to receive specific information about non-ad valorem assessments. This Notice provides those details about the assessment assigned to your property on the annual property tax bill. The proposed total Fiscal Year 2026-2027 amount to be billed for the entire City of Titusville stormwater assessment is $XXXXXXXXXX.

When and how is the assessment billed? Assessments approved at the public hearing will be billed via the property tax bill in November by the Brevard County Tax Collector. To avoid penalties, including tax certificate issuance and possible loss of title, the property tax bill must be paid in full to the Tax Collector by March 31. Remember, early payment discounts are offered.

Do I need to respond to this Notice? No. This notice is provided for informational purposes only, and no response is required. A public hearing will be held by City Council. All affected property owners have a right to appear at this hearing and/or to file written objections with the City Council. Written comments received within 20 days of this notice will be submitted at the hearing.

What is an ERU? An Equivalent Residential Unit (ERU) is the unit of measurement used to calculate the stormwater assessment for each property. The number of ERUs assigned to a property is based on the estimated amount of stormwater runoff generated by that property.

The above referenced property's ERUs =
Proposed FY 2026-2027 assessment rate per ERU = $320.88
Credit received for having a maintained retention area = %

For more detailed budget information scan the QR code below.

When is the Public Hearing? The Public Hearing will occur on August 25, 2026 at 6:30 p.m. in the City Council Chambers located on the second floor of City Hall, 555 South Washington Avenue, Titusville, FL 32796.

For questions or to submit comments email stormwaterweb@titusville.com or contact (321) 567-3867.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Data Centers**

Department/Office: Community Development

Recommended Action:
Provide direction on standards to be implemented for data centers.

Summary Explanation & Background:
On June 9, 2026, the City Council requested information related to data centers; specifically, whether the City can prohibit their use.

On May 7, 2026, the Governor signed Senate Bill 484 governing data centers, which went into effect July 1, 2026.

Section 163.326 FL. Stat. states that certain land uses, including facilities with substantial electric or other utility demands, such as data centers and other large load customers as defined in s. 366.043(2), may present unique planning, infrastructure, and compatibility considerations. The Legislature intends that such considerations shall be addressed through local comprehensive planning and land development regulations adopted pursuant to this chapter, including provisions related to infrastructure capacity, land use compatibility, environmental impacts, and the efficient provision of public facilities and services. (2) Local governments shall maintain the authority to exercise the powers and responsibilities for comprehensive planning and land development regulation granted by law with respect to large load customers. A large load customer may not be considered an electric substation for the purposes of s. 163.3208.

The law defines “Data center” as a facility that primarily contains electronic equipment used to process, store, and transmit digital information—which may be a free-standing structure or a facility within a larger structure which uses environmental control equipment to maintain the proper conditions for the operation of electronic equipment. The law further defines “Large-scale data center” as a single location, with a data center on site, that has an anticipated monthly peak load of 50 megawatts or more, calculated as the highest average load over a 15-minute interval. This does not include a load aggregated across multiple locations owned by the same customer. However, it does include all customers or other entities that have entered into a colocation or similar agreement at a single location that otherwise meets the anticipated monthly peak load

threshold.

The law states that the Office of Program Policy Analysis and Government Accountability (OPPAGA) shall contract for an independent, interdisciplinary study of policy considerations related to the construction and operation of large-scale data centers, including, but not limited to, state, regional, or local economic development and tax revenue impacts; use of land, water, and other natural resources; energy use and related cost and rate impacts; and public health and safety related impacts. The study must identify any issues unique to the construction and operation of large-scale data centers in this state. The study must also include recommendations on facility siting and mitigation measures that should be considered to reduce any potential negative impacts. OPPAGA shall submit the study to the Governor, the President of the Senate, and the Speaker of the House of Representatives by July 1, 2027.

State law does not appear to limit a local jurisdiction's ability to regulate or prohibit data centers. The City Council should consider whether to draft an ordinance defining and regulating the placement of data centers and establish performance standards and procedures for their approval; or, draft an ordinance explicitly prohibiting data centers.

- Enclosed for Council's review are reports from the National League of Cities and the Urban Land Institute with recommendations for consideration in a draft ordinance permitting data centers. These may include annual energy reports, use of sustainable and renewable energy practices, green spaces, aesthetic design, public benefit agreements, noise limitations and studies, a conditional use permit, limited zoning districts, et. cetera.
- Enclosed for Council's review is a draft ordinance from the City of Palm Coast prohibiting data centers.

Alternatives:

1. Draft an ordinance defining and regulating the placement of data centers and establish performance standards and procedures for their approval.
2. Draft an ordinance explicitly prohibiting data centers.
3. Take no action

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Chapter 2026-65 FL Law Senate Bill 484 Data Centers
2. National League of Cities Recommendations
3. Urban Land Institute Recommendations
4. PALM COAST Ordinance Prohibiting Data Centers

CHAPTER 2026-65

Committee Substitute for
Committee Substitute for Senate Bill No. 484

An act relating to data centers; creating s. 163.326, F.S.; providing legislative findings; specifying that local governments maintain authority to exercise power and responsibility over comprehensive planning and land development regulations relating to large load customers; prohibiting a large load customer from being considered an electric substation; amending s. 288.075, F.S.; defining the term "data center"; providing an exception to a provision allowing an extension of certain confidentiality protections; creating s. 366.043, F.S.; providing legislative findings; defining terms; requiring public utilities to provide certain minimum tariff and service requirements for large load customers; requiring that such requirements ensure that large load customers bear their costs of service and that such costs are not shifted to the general body of ratepayers; requiring certain measures to minimize the risk of nonpayment of such costs; requiring that such minimum tariff and service requirements include certain provisions designed to prevent a public utility from providing electric service to a large load customer that is a foreign entity; prohibiting a customer from separating a certain electrical load into multiple smaller connections for a specified purpose; authorizing the Florida Public Service Commission to approve public utility tariffs that include certain utility industry-accepted ratemaking and other financial tools; prohibiting any tariff, contractual provision, service requirement, or other public utility policy from preventing or hindering the curtailment or interruption of electric service to a large load customer for certain purposes; prohibiting a public utility from knowingly providing electric service to a large load customer that is a foreign entity; requiring each public utility to file a tariff in compliance with the provisions of the bill by a specified date; amending s. 373.203, F.S.; defining terms; creating s. 373.262, F.S.; providing legislative intent; prohibiting the governing board of a water management district or the Department of Environmental Protection from issuing a permit for the consumptive use of water to a large-scale data center under certain circumstances; requiring that such permit be issued to a large-scale data center applicant if the applicant establishes that the proposed use of water satisfies certain requirements; requiring the governing board or the department to require the use of reclaimed water for a large-scale data center applicant's allocation when certain requirements are met; specifying requirements for certain permit applications; prohibiting the approval of permit applications without a hearing; amending s. 373.239, F.S.; requiring that consumptive use permit modifications proposed by a large-scale data center be treated in a specified manner; requiring the Office of Program Policy Analysis and Government Accountability to contract for a study relating to the construction and operation of large-scale data centers; providing requirements for the study; requiring the study to be submitted

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

to the Governor, the President of the Senate, and the Speaker of the House by a specified date; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Effective upon becoming a law, section 163.326, Florida Statutes, is created to read:

163.326 Large load customer considerations.—

(1) The Legislature finds that certain land uses, including facilities with substantial electric or other utility demands, such as data centers and other large load customers as defined in s. 366.043(2), may present unique planning, infrastructure, and compatibility considerations. The Legislature intends that such considerations shall be addressed through local comprehensive planning and land development regulations adopted pursuant to this chapter, including provisions related to infrastructure capacity, land use compatibility, environmental impacts, and the efficient provision of public facilities and services.

(2) Local governments shall maintain the authority to exercise the powers and responsibilities for comprehensive planning and land development regulation granted by law with respect to large load customers. A large load customer may not be considered an electric substation for the purposes of s. 163.3208.

Section 2. Paragraphs (a), (b), and (c) of subsection (1) of section 288.075, Florida Statutes, are redesignated as paragraphs (b), (c), and (d), respectively, paragraph (a) of subsection (2) is amended, and a new paragraph (a) is added to subsection (1) of that section, to read:

288.075 Confidentiality of records.—

(1) DEFINITIONS.—As used in this section, the term:

(a) "Data center" has the same meaning as in s. 373.203.

(2) PLANS, INTENTIONS, AND INTERESTS.—

(a)1. If a private corporation, partnership, or person requests in writing before an economic incentive agreement is signed that an economic development agency maintain the confidentiality of information concerning plans, intentions, or interests of such private corporation, partnership, or person to locate, relocate, or expand any of its business activities in this state, the information is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution for 12 months after the date an economic development agency receives a request for confidentiality or until the information is otherwise disclosed, whichever occurs first.

2. An economic development agency may extend the period of confidentiality specified in subparagraph 1. for up to an additional 12 months upon

written request from the private corporation, partnership, or person who originally requested confidentiality under this section and upon a finding by the economic development agency that such private corporation, partnership, or person is still actively considering locating, relocating, or expanding its business activities in this state. Such a request for an extension in the period of confidentiality must be received prior to the expiration of any confidentiality originally provided under subparagraph 1. This subparagraph does not apply to information described in subparagraph 1. relating to data centers.

If a final project order for a signed economic development agreement is issued, then the information will remain confidential and exempt for 180 days after the final project order is issued, until a date specified in the final project order, or until the information is otherwise disclosed, whichever occurs first. However, such period of confidentiality may not extend beyond the period of confidentiality established in subparagraph 1. or subparagraph 2.

Section 3. Section 366.043, Florida Statutes, is created to read:

366.043 Large load tariffs for public electric utilities.—

(1) The Legislature finds that the provision of safe and reliable electric services, provided at fair, just, and reasonable rates, is essential to the welfare of the ratepayers of this state. The Legislature further finds that when one class of electric service customer requires uniquely large electrical loads at a single location, it imposes a disproportionate risk on the other ratepayers of this state and makes it necessary for the commission to develop and enforce rate structures and other policies for such customers which ensure such risk is mitigated as much as possible and prevent shifting the costs of serving large load customers to the general body of ratepayers.

(2) As used in this section, the term:

(a) "Controlled by" means having the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or an entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the entity.

(b) "Foreign country of concern" has the same meaning as in s. 692.201.

(c) "Foreign entity" means an entity that is:

1. Owned or controlled by the government of a foreign country of concern; or

2. A partnership, an association, a corporation, an organization, or other combination of persons organized under the laws of or having its principal

CODING: Words stricken are deletions; words underlined are additions.

place of business in a foreign country of concern, or a subsidiary of such entity.

(d) "Large load customer" means a customer with an anticipated monthly peak load of 50 megawatts or more, calculated as the highest average load over a 15-minute interval at a single location. The term does not include a load aggregated across multiple locations owned by the same customer. However, the term includes all customers or other entities that have entered into a colocation or similar agreement at a single location that otherwise meets the anticipated monthly peak load provided in this paragraph.

(e) "Public utility" has the same meaning as in s. 366.02, except that the term does not include a gas utility.

(3) The following minimum tariff and service requirements for large load customers are required in public utility tariffs:

(a) The minimum tariff and service requirements must reasonably ensure that each large load customer bears its own full cost of service and that such cost is not shifted to the general body of ratepayers. Such cost of service includes, but is not limited to, connection, incremental transmission, incremental generation, and other infrastructure costs; operations and maintenance expenses; and any other costs required to serve a large load customer. The risk of nonpayment of such costs may not be borne by the general body of ratepayers.

(b) The minimum tariff and service requirements must include provisions reasonably designed to prevent a public utility from providing electric service to a customer that would otherwise qualify as a large load customer if that customer is a foreign entity.

(4) A customer may not separate an electrical load at a single location into multiple smaller connections to avoid being classified as a large load customer.

(5) To effectuate the requirements of subsection (3), the commission may approve public utility tariffs that include utility industry-accepted rate-making and other financial tools, including, but not limited to, the following:

(a) Contributions in aid of construction or other required customer infrastructure investments that may be returned, in whole or in part, to such customers over time.

(b) Demand charges, including minimum demand charges.

(c) Incremental generation charges.

(d) Financial guarantees.

(e) Minimum load factors.

(f) Take-or-pay provisions or similar provisions requiring payment for contracted capacity, regardless of a large load customer's actual electricity use or demand.

(g) Minimum period of service contract requirements, including early termination fees or other fees for violation of such contracts.

(6) Any tariff, contractual provision, service requirement, or other public utility policy relating to large load customers may not prevent or otherwise hinder the curtailment or interruption of electric service to a large load customer where such curtailment or interruption is intended to ensure grid stability, reduce the likelihood or breadth of wider service outages, or ensure public safety during an emergency or other exceptional circumstance.

(7) A public utility may not knowingly provide electric service to a customer that would otherwise qualify as a large load customer if that customer is a foreign entity.

(8) No later than October 1, 2026, each public utility shall file, for commission approval, a tariff that complies with this section.

Section 4. Effective upon becoming a law, subsections (3) and (4) of section 373.203, Florida Statutes, are redesignated as subsections (5) and (6), respectively, and new subsections (3) and (4) are added to that section, to read:

373.203 Definitions.—

(3) "Data center" means a facility that primarily contains electronic equipment used to process, store, and transmit digital information, which may be:

(a) A free-standing structure; or

(b) A facility within a larger structure which uses environmental control equipment to maintain the proper conditions for the operation of electronic equipment.

(4) "Large-scale data center" means a single location, with a data center on site, that has an anticipated monthly peak load of 50 megawatts or more, calculated as the highest average load over a 15-minute interval. The term does not include a load aggregated across multiple locations owned by the same customer. However, the term includes all customers or other entities that have entered into a colocation or similar agreement at a single location that otherwise meets the anticipated monthly peak load provided in this subsection.

Section 5. Section 373.262, Florida Statutes, is created to read:

373.262 Large-scale data center permitting.—

(1) It is the intent of the Legislature that the development and operation of large-scale data centers in this state be managed under a permitting framework that ensures this state's water resources are used in the public interest, in a manner that is not harmful to the water resources of this state, and consistent with local government zoning regulations and comprehensive plans.

(2) Consistent with other provisions of this part, the governing board of a water management district or the department may not issue a permit to a large-scale data center applicant for an allocation of water if the proposed use of the water is harmful to the water resources of the area or is prohibited by the applicable local government zoning regulations and comprehensive plan. A permit shall be issued to a large-scale data center applicant for an allocation of water if the applicant establishes that the proposed use of water:

(a) Is a reasonable-beneficial use as defined in s. 373.019;

(b) Will not interfere with any presently existing legal use of water; and

(c) Is consistent with the public interest.

(3) The governing board or the department shall require the use of reclaimed water in lieu of all or a portion of a proposed use of surface water or groundwater by a large-scale data center applicant when:

(a) A suitable reclaimed water supply source is available and permitted;

(b) Reclaimed water distribution or supply lines are available at the property boundary in sufficient capacity and quality to serve the applicant's needs;

(c) The applicant is capable of accessing the reclaimed water source through distribution or supply lines;

(d) Use of reclaimed water is environmentally, economically, and technically feasible; and

(e) Use of reclaimed water would not conflict with the requirements contained in the applicant's surface water discharge permit, if applicable.

(4)(a) In addition to the requirements of s. 373.229, all permit applications made under this part requesting an allocation of at least an average daily flow of 100,000 gallons of water per day by a large-scale data center must contain:

1. All sources and amounts of water and losses of water used for cooling, industrial and treatment processes, personal or sanitary needs of employees, and landscape irrigation; and

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

2. A water conservation plan that, at a minimum, incorporates recycling cooling water before discharge or disposal, implementation of a leak detection and repair program, use of water efficient fixtures, and implementation of an employee awareness and education program concerning water conservation.

(b) Notwithstanding s. 373.229(4), the governing board or the department may not approve a permit application made under this part by a large-scale data center without a hearing.

Section 6. Subsection (2) of section 373.239, Florida Statutes, is amended to read:

373.239 Modification and renewal of permit terms.—

(2) If the proposed modification involves water use of 100,000 gallons or more per day or is proposed by a large-scale data center as defined in s. 373.203, the application shall be treated under the provisions of s. 373.229 in the same manner as the initial permit application. Otherwise, the governing board or the department may at its discretion approve the proposed modification without a hearing, provided the permittee establishes that:

(a) A change in conditions has resulted in the water allowed under the permit becoming inadequate for the permittee's need, or

(b) The proposed modification would result in a more efficient utilization of water than is possible under the existing permit.

Section 7. The Office of Program Policy Analysis and Government Accountability (OPPAGA) shall contract for an independent, interdisciplinary study of policy considerations related to the construction and operation of large-scale data centers, including, but not limited to, state, regional, or local economic development and tax revenue impacts; use of land, water, and other natural resources; energy use and related cost and rate impacts; and public health and safety related impacts. OPPAGA may contract with one or more nonpartisan academic or nonprofit research organizations with policy and scientific expertise in relevant fields of study. The study must identify any issues unique to the construction and operation of large-scale data centers in this state. The study must also include recommendations on facility siting and mitigation measures that should be considered to reduce any potential negative impacts. OPPAGA shall submit the study to the Governor, the President of the Senate, and the Speaker of the House of Representatives by July 1, 2027.

Section 8. Except as otherwise expressly provided in this act and except for this section, which shall take effect upon becoming a law, this act shall take effect July 1, 2026.

Approved by the Governor May 7, 2026.

Filed in Office Secretary of State May 7, 2026.

NLC NATIONAL LEAGUE OF CITIES
A CENTURY OF STRENGTHENING CITIES

EPI Center
CENTER FOR SCIENTIFIC EVIDENCE IN PUBLIC ISSUES
AAAS

Community Strategies to Address Data Center Development and Operation

Overview

This fact sheet explores how local governments can manage land use and the community impacts of data center development and operation. Building on insights about energy and environmental considerations, it highlights zoning ordinances, permitting strategies and policy tools that help cities, towns and villages guide data center siting while aligning with economic, sustainability and community development goals.

Zoning and Permitting

With the growth of artificial intelligence (AI) and the need for more data centers, a common challenge facing local governments is that older zoning codes do not explicitly address data centers. These facilities often fall between classifications. This ambiguity can result in case-by-case determinations and ad hoc review processes. Zoning code typically allows for specified development types through the following: by right, by conditional use, or by special exception.

TABLE 1: ZONING CATEGORIES

ZONING APPROACH	FEATURES
By Right	Projects that meet all zoning requirements are allowed to proceed without discretionary review or public hearings. Streamlined and predictable process.
By Condition Use	Projects may be allowed if they meet specific conditions set by the zoning ordinance. Typically requires a public hearing and approval from a zoning board or commission.
By Special Exception	Projects not normally permitted under current zoning may be approved if they meet certain criteria and do not adversely impact the surrounding area. Usually involves a public hearing and discretionary review.

Some local governments are adopting zoning amendments to specifically address data centers. For example, in Fairfax County, VA, officials have updated their zoning ordinance to define data centers and permit them by-right in select industrial and commercial zones, while introducing buffers, size thresholds, and location restrictions to guide development away from transit-oriented areas. Harrisonburg, VA took a different approach by removing by-right permissions and requiring special use permits for data centers in industrial zones, enabling more discretion in site selection and public engagement.

Loudoun County, VA is considering shifting from by-right permissions to a special exception model for new data centers. Proposed comprehensive plan changes would also limit future data center development in designated urban centers near transit.

Several local governments have used **overlays**, which provide additional rules on top of existing zoning regulations. Overlays can allow local governments to exercise greater control over where and how data centers are built. These mechanisms often include supplemental requirements related to noise, aesthetics, setbacks and environmental impact. Prince William County, VA created multiple overlay zones between 2016 and 2023, including the "Digital Gateway" district. These zones impose specific criteria, including 24-hour noise limits and landscaping requirements, while also enabling large-scale rezoning for data center parks. Limerick Township, PA created a data center overlay that requires compliance with detailed standards for noise, woodland preservation, water use and emergency access.

In Chandler, AZ, all new data centers must now go through a public hearing process and are restricted to specific districts. The city's ordinance requires detailed noise mitigation studies and regulates generator testing schedules to reduce disruptions.

Policy Tools and Local Incentives

Beyond zoning, local governments are experimenting with policy tools to shape the environmental footprint and community contributions of large building projects.

Some cities have adopted or explored **energy and water benchmarking requirements**. In 2023, Detroit, MI enacted an ordinance requiring large commercial buildings to report annual energy and water use. Similar policies exist in Chicago, IL and Atlanta, GA forming part of a broader trend toward transparency in high-resource-use sectors.

Several jurisdictions have explored **renewable energy and water efficiency incentives** tailored to data centers. While some operators voluntarily co-locate renewable energy, local governments have begun facilitating this through streamlined permitting and flexible zoning for on-site generation.

In New Albany, OH, a large **tax abatement was paired with community benefits** in a development agreement for a data center. In return for a 15-year, 100 percent property tax abatement, the developer committed to stormwater mitigation, scholarships for local students and cultural programs.

Community Engagement and Placemaking

Community engagement should begin early, before zoning changes are proposed or negotiations with data center developers take place. Proactive outreach to residents and community-based organizations builds trust, surfaces local priorities and creates opportunities to align development with community goals.

Creative placemaking offers a useful framework for engaging the public in data center planning and ensuring these projects contribute positively to the built environment. For example:

- Transforming required buffer zones into **public green spaces** or **walking trails** that benefit nearby neighborhoods.
- Using **community-led design processes** to shape screening, signage or building facades so they reflect local identity or cultural themes.
- Developing **public benefit agreements** tied to local education, job training or public Wi-Fi access, co-designed with community stakeholders.

In addition to public engagement, **collaboration with utilities and regional partners is essential**.

- Work with energy and water utilities early in the planning process to assess infrastructure capacity and coordinate long-term investments.
- Coordinate regionally with other municipalities and public utility commissions (PUCs) to address cumulative grid impacts, resource availability and shared development pressures.

By embedding engagement and collaboration into the planning process, cities, towns and villages can ensure data center development is more responsive to local needs and contributes to long-term community well-being.

TABLE 2: HOW LOCAL GOVERNMENT'S ADDRESS DATA CENTERS

JURISDICTION	ZONING APPROACH	KEY FEATURES
Fairfax County, VA	By-right in high-intensity zones with thresholds and restrictions	Triggers special review above 40,000 sq ft (commercial) or 80,000 sq ft (industrial); prohibited within 1 mile of Metro stations; performance standards for cooling and noise.
Harrisonburg, VA	Shifted from by-right to special use permitting	Requires public hearings and city council approval for data centers in industrial zones.
Prince William County, VA	Data center overlay zones	Includes Digital Gateway; applies 24-hour noise limits, architectural screening, and buffer standards.
Loudoun County, VA	Data center overlay zones	Would require discretionary review for all new facilities; restricts development in transit zones.
Chandler, AZ	Data center overlay zones	Requires public hearings, noise mitigation studies, and generator use restrictions.
Mesa, AZ	Data center overlay zones	Encourages clustering in advanced manufacturing zone; requires infrastructure capacity review and often includes design or noise provisions in development agreements.

Additional Resources

- Urban Land Institute, Local Guidelines for Data Centers
- American Planning Association, Data Center primer for planners

Urban Land Institute

Local Guidelines for Data Center Development

By the ULI Americas Data Center Product Council

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About the Urban Land Institute

The Urban Land Institute is a global, member-driven organization comprising more than 48,000 real estate and urban development professionals dedicated to advancing the Institute's mission of shaping the future of the built environment for transformative impact in communities worldwide. ULI's interdisciplinary membership represents all aspects of the industry, including developers, property owners, investors, architects, urban planners, public officials, real estate brokers, appraisers, attorneys, engineers, financiers, and academics. Established in 1936, the Institute has a presence in the Americas, Europe, and Asia Pacific regions, with members in 84 countries.

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1 Introduction: data centers 101

This paper seeks to demystify data centers and their purpose while offering a balanced model zoning ordinance for data center development that authorities having jurisdiction (AHJs) can adapt straight from the page. It also aims to provide a roadmap to data center development for local officials, planners, and other municipal decision-makers.

Data centers are still a relatively new land use, and they are often misunderstood or miscategorized. To be ready when data centers are proposed in your jurisdiction or to attract them, first it is important to understand their purpose in our society and how they function, as well as to have strategies to mitigate common challenges.

Essential infrastructure

In the morning, most of us brush our teeth or take a shower. We may not know where the water comes from or where it goes. We may not know that it is treated at a plant and arrives at our homes, where wastewater departs, is received in a facility, and is released into surface water systems.

These days, we often check our email or social media first thing in the morning, even before we shower or brush our teeth. The internet—like water, sewer, and power systems—has become part of our essential everyday infrastructure.

Water and sewage systems are typically financed and delivered by local cities or counties. Power is funded and delivered by a mix of public and private entities. Data centers, however, which form the backbone of the internet, are financed, developed, and operated primarily by privately held businesses. Unlike what occurs with other critical infrastructure systems, the development of data centers requires navigating a complex landscape of private property laws, environmental impact assessments, and local zoning regulations. Local officials, in other words, play a key role in ensuring access to the internet economy.

Purpose and function

A **data center** is a building that houses the infrastructure that supports the world's computing functions. This building is filled with servers that process and store the data commonly referred to as "the cloud."

Processing and storage

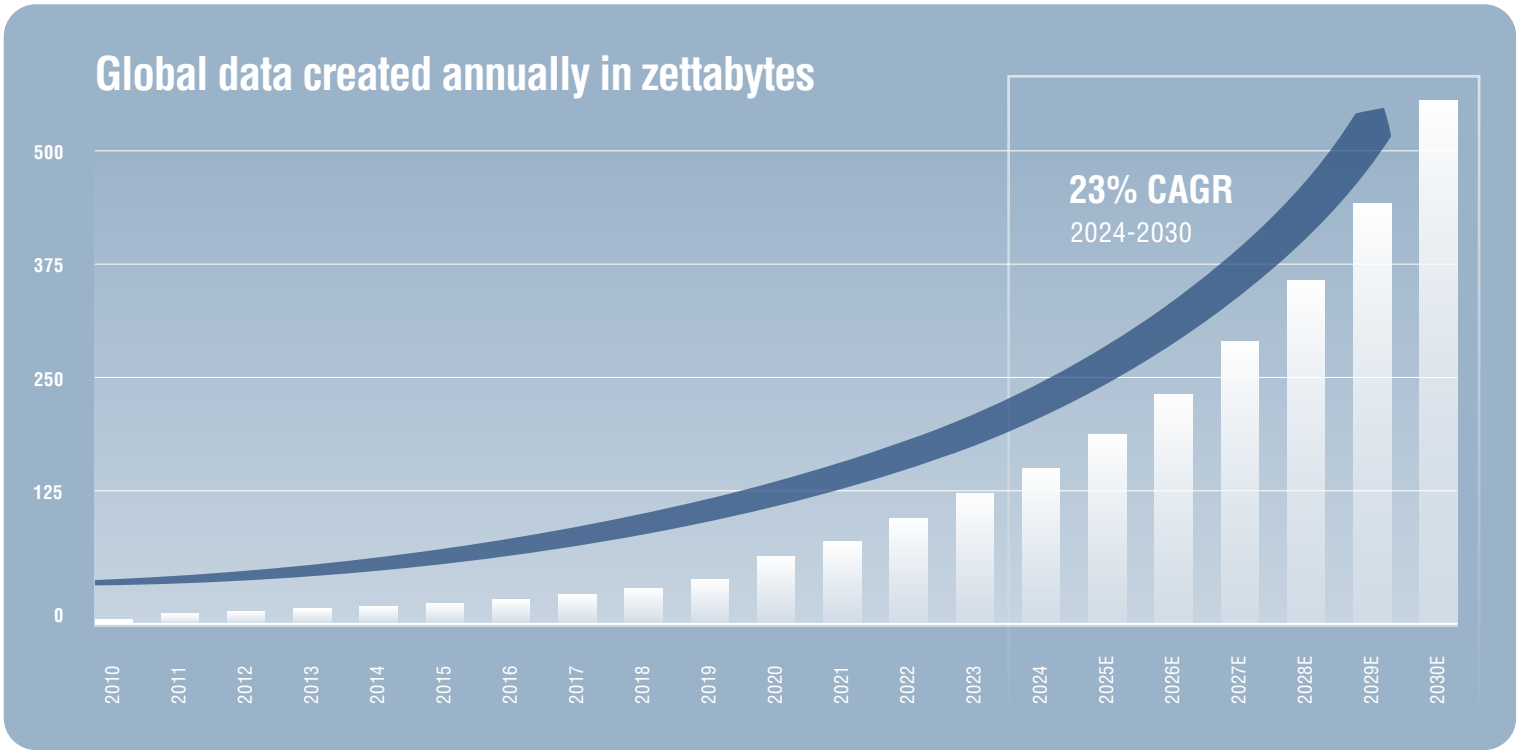
Whenever you swipe your credit card, join a Zoom meeting, or send an email, your virtual activity connects to a real place in the physical world: a data center.

What gets processed in a data center? A better question: what does not? Data centers house our national security systems, including military communications. They enable online commerce, financial services, health care, and other essential services. Each app on your phone—even offline apps that

sync—and every activity on the internet requires a data center.

When you use your smartphone, that tiny device does not process your requests. Instead, your phone asks questions that get answered in data centers—usually in a fraction of a second.[1]

Data centers' primary function is processing and accessing data, but they also store data, safeguarding sensitive information so it's inaccessible to hackers. When you save a file to the cloud, you are not storing it in the sky. A data center stores it, more efficiently and securely than a filing cabinet ever could.



Source: JLL Research, IDC

The demand for more data center capacity

Our economy and communities were able to continue functioning during the Covid-19 pandemic—when schools, workplaces, and social gatherings shifted to the internet—thanks in large part to the support provided by data centers. This change also moved us further into an economy that exists, largely, online.

The rise of remote work and advancements in artificial intelligence (AI) that require high-density computing increased the demand for processing and data storage, thus requiring more data center capacity. As a result, this property category has grown significantly.

If society and the economy continue the shift to the internet, we would seem to face a need for more data centers. Where these new data centers will be developed is a matter of great importance that requires several variables to come together. To discuss these variables, we first must discuss what a data center is.

Types of data centers

Corporate or **enterprise data centers**, which store and process a single organization's data, rose in prominence in the mid-1990s as the dot-com boom drove demand for fast internet connectivity and 24/7 operations. These data centers often store the data of financial institutions—think American Express or Wells Fargo—that typically own and operate such facilities themselves, rather than leasing them from a provider.

1 "One: You Use Data Centers," Where the Internet Lives, Google, podcast audio, https://podcasts.apple.com/us/podcast/one-you-use-data centers/id1541394865?i=1000501909698.

At **colocation data centers**, which include **retail data centers**, third-party operators lease data center space—a certain number of server cabinets, for example, or kilowatts (kW) to multiple companies.

Wholesale data centers are a type of colocation data center where a third-party developer rents large portions of the space and energy capacity to one company–often, all of it.

Telecom data centers, owned by telecommunications companies such as Verizon, are where traffic from cell towers "switches" to the internet. These facilities tend to be smaller than the other data center types and require less energy.

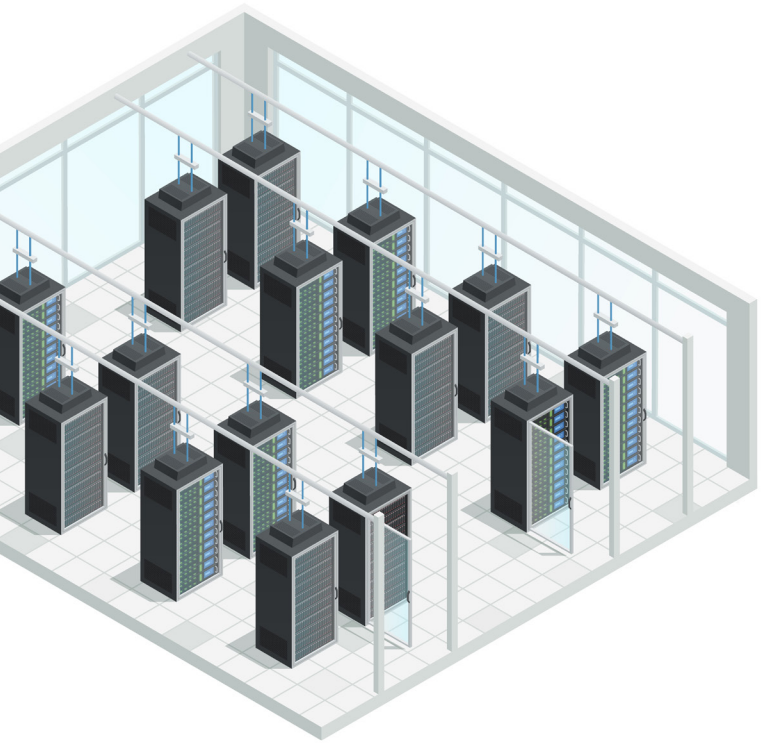
Hyperscale data centers are built for a single customer: one of the large tech companies that provide many of the services we use every day—Google (Google Cloud), Amazon (AWS), Microsoft, and Meta. These companies sometimes own their own centers, and sometimes they lease them from a third-party developer. These centers are built based on the data demands of the hyperscaler.

The name *hyperscaler* emphasizes the ability to scale resources up or down quickly and efficiently to meet demand. These companies have a massive number of users and generate vast amounts of data, which together demand substantial processing power and storage capacity, especially as user bases grow unpredictably.

Differences from industrial warehouses

Data centers differ from other forms of commercial real estate. They constitute a relatively new category and, until recently, they were concentrated in select geographic areas. As a result, the buildings housing our essential internet infrastructure are widely misunderstood.

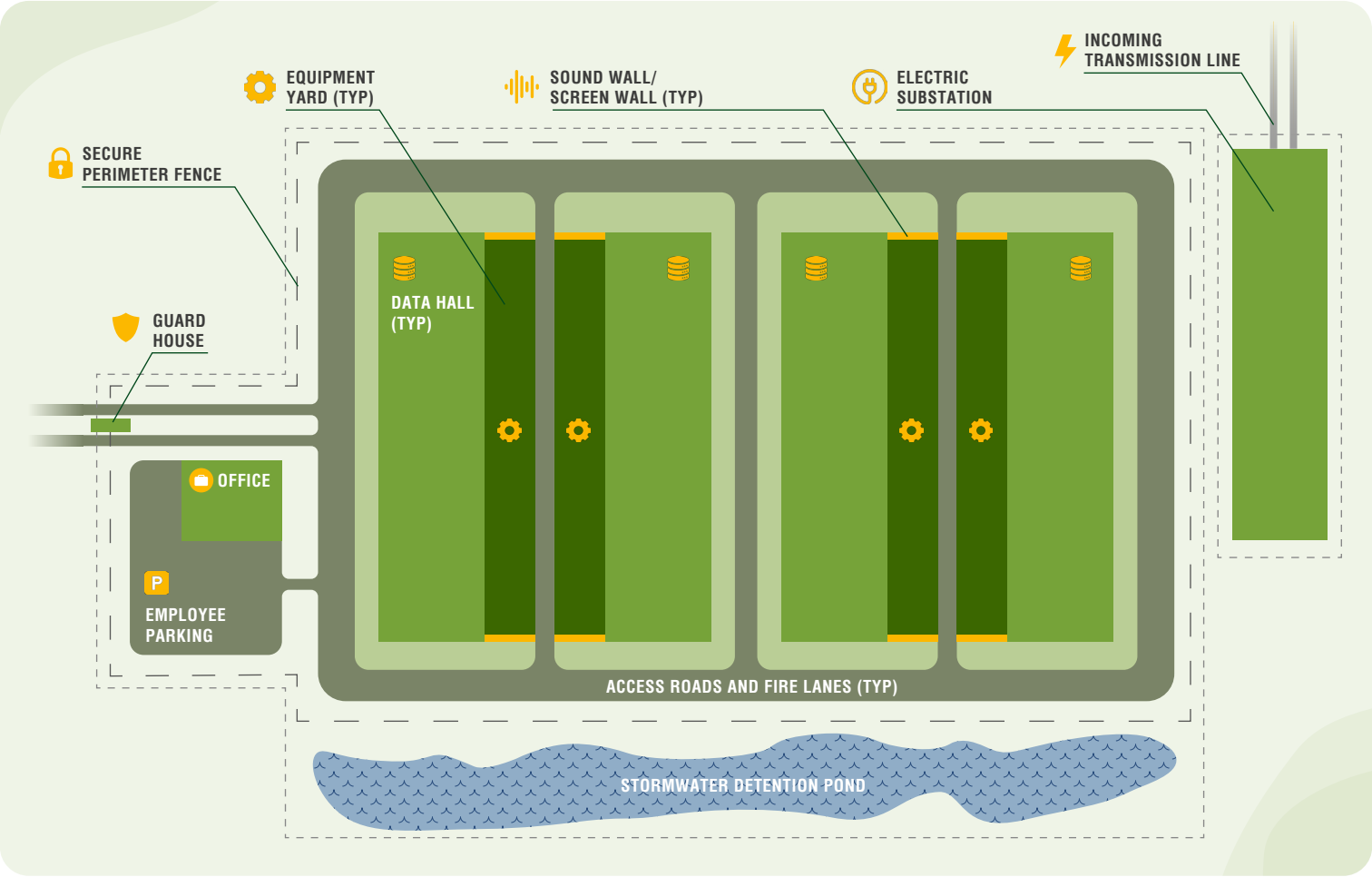
Typically, data centers are not explicitly mentioned in zoning codes. Instead, they fall under the umbrella of general industrial zoning uses. But because they store data, they are not typical warehouses. Their classification, as such, causes planning challenges, which we will detail further in a later section.



Here's how data centers differ from industrial warehouses or factories:

- Data centers are more compatible with other uses nearby because, unlike factories or warehouses, they are odorless and lack truck traffic.
- They are often taller than traditional single-story warehouses. Data centers can be single-story or multistory. Single-story data centers start at around 30 feet (9.1 meters) and multi-story data centers go up from there.
- They require fewer employees once construction is complete, so long-term impacts on traffic, schools, and public services are minimal.
- They need fewer parking spaces and plumbing fixture counts than are typically mandated by industrial codes.
- Data centers require more robust underground and above-ground infrastructure.
- Unlike warehouses and factories, data centers have external electrical and mechanical equipment.
- Some data centers need multiple layers of redundancy, which we'll discuss in a moment.
- Data centers require more security measures than industrial buildings, including 24/7/365 surveillance and controlled-access points.

Let's tour a hyperscale data center campus



Most of the data centers developed today are hyperscale data centers—typically within campuses. We tour one below.

Approaching the campus

As you approach a hyperscale data center campus, you are likely to encounter a fence or gate—often with a gatehouse—beyond which you may be able to see equipment yards and cooling equipment in the distance.

Security

Data center campuses have extensive security measures and strict protocols for employees and visitors. Infrared surveillance cameras and tall, anti-climb security fences that detect movement surround the property. A guard at the gatehouse checks guests' credentials outside. If you make it past this point—few people do—you will find another security checkpoint at the entrance to the data center building itself, where additional security personnel check badges.

Equipment yards

Before heading inside, let's first follow the winding campus driveway and stop at the mechanical and electrical equipment yards.

Electrical yards

In the electrical yards, you'll hear the low hum of static if you stand directly under the transmission lines. A nearby **utility substation transformer** receives this power and converts it down to the lower voltage needed for use inside. The medium-voltage power feeds into **switchgear** in the electrical yard—or another type of power distribution equipment that similarly dispenses electrical power throughout the data center.

Alongside the switchgear, you will see multiple generators that provide emergency power in case of an electrical utility outage. If they look like they aren't running, it's because they are usually turned off. Except during emergency outages, they are turned on only for monthly maintenance tests for a mere 30 minutes[2] and are quiet while running due to sound-attenuated enclosures.

2 GeneratorSource, "Data Center Generator Maintenance," GeneratorSource, January 2024, https://www.generatorsource.com/blog/January-2024/Data-Center-Generator-Maintenance.aspx.

Redundancy

Like hospitals, data centers require a high level of redundancy to ensure they never go down, and the generators are part of this preparedness. Redundancy is often also created through multiple power feeds. The servers have backup capacity, too. For instance, your inbox is stored on several servers so that if one fails, your emails remain accessible.

Mechanical yards

The mechanical yards operate similarly but typically focus on cooling rather than on power redundancy. On the ground, you'll find chillers that cool the data center. At some data centers, they are on the roof.

Heat is a byproduct of computer processing. The servers within data centers must remain cool to function correctly. There are multiple ways of to achieve this cooling, but for the purposes of this paper, we focus on three main categories: air-cooled chillers, water-cooled chillers, and evaporative cooling.

A highly efficient **air-cooled chiller system** is sealed in a closed loop and uses little to no water—less than the amount used in three single-family homes.

Both water-cooled and evaporative systems use more water and consume less electricity than air-cooled chiller systems. In an open-loop **water-cooled chiller system**, cooling towers evaporate water for cooling purposes. **Evaporative cooling** is primarily achieved by large air-handling units that move air across a wet medium to evaporate water, which removes heat and cools the air in the data hall.

Data center structure

Let's now make our way through the security checkpoint and into the data center building itself. Inside, we find the **data hall**, where the servers sit in rows of tall racks along a series of aisles fed by **electrical distribution equipment**. Data halls are the *pièce de résistance* of any data center. Such a structure is typically designed from the data hall outward, with all supporting infrastructure responding directly to its needs.

If you examine the racks from the floor upward, you see bundles of colorful fiber optic cables (inside of which are thin strands of glass) connecting servers to switches and routers. These cables enable high-speed data transfer. Without them, we would be unable to access the web or many of the apps we use daily. The cables are organized in lanes that converge at massive **switches**.

Inside the data center building, you also find electrical rooms that house other critical power supply infrastructure. Battery-powered **uninterruptible power supply (UPS) systems** sit in large cabinets against the wall. In the event of a utility outage, these systems feed power to **power distribution units (PDUs)** inside the data hall. UPS systems are the first-used backup power source and often prevent use of the generators outside.

The importance of clustering

The internet is a network of interconnected networks, and so are data centers. **Clustering** refers to the practice of linking the servers at multiple data centers with high-speed, low-latency connections so they work together as a unified system. This interconnected group is called a cluster, and each server in the cluster is called a **node**.

Importantly, clustering requires physical proximity: locating multiple data centers close to one another geographically so that optical signals in fiber cables don't lose strength. That's why a huge portion of global internet traffic passes through major hubs such as northern Virginia's "Data Center Alley."

Clustering also requires interconnection—linking these data centers through high-speed, low-latency connections.

Reduced latency

One primary reason for data center clustering is to reduce **latency**, the time it takes for information to travel from its source to its destination. When data centers are geographically distant from each other, latency increases, which leads to slower application performance for end users, including the dreaded "spinning wheel of death." When data centers are located near each other, data can travel shorter distances, and this information exchange runs faster. Due to quicker response times, the user experience improves.

Improved reliability

Clustering enhances redundancy. If one data center server goes offline, others in the cluster can take over, ensuring continuous service availability. Without clusters, one server failure could cause an outage with international implications. In the appendix, we explore this concept further through a case study.

Load balancing

Clustered data centers allow for more efficient **load balancing**, the process of distributing network traffic across multiple servers at interconnected data centers. This practice prevents any single server or center from becoming overwhelmed.

Shared infrastructure

Data centers require conduits for power and, in some cases, water. When data centers cluster, they benefit from shared power and cooling infrastructure while also reducing the need for long-distance fiber optic connections.

2 What happens when data centers come to your region: opportunities, challenges, and mitigations

Data centers can provide significant economic benefits and other opportunities. Data center projects also introduce unique planning challenges, however. To be prepared, and to seize opportunities when appropriate, AHJs must understand these challenges and how to mitigate them.

Opportunities

Support essential national infrastructure

Data centers contribute to national infrastructure and economic growth. Also, they enable the digital economy by underpinning businesses of all sizes in virtually every industry.

According to the United States Department of Energy[3], "At a national level, data centers are critical to supporting America's economic growth by powering businesses and enabling continued leadership in innovation, including for AI applications."

HERE'S HOW DATA CENTERS SUPPORT NATIONAL SECURITY AND ECONOMIC GROWTH:

They protect the privacy of all of the data within U.S. borders against cyber threats by powering security measures such as encryption, firewalls, and access controls.

They host critical infrastructure for our emergency services, providing the necessary computing power and data storage to support communication networks, emergency response coordination, and real-time data analysis during crises.

Our health care system depends on data centers. They enable a range of services, from telehealth visits to managing digital health records, and they even assist in providing data-analysis-informed diagnoses for patients.

Banks and the rest of our financial ecosystem rely on data centers for their daily operations.

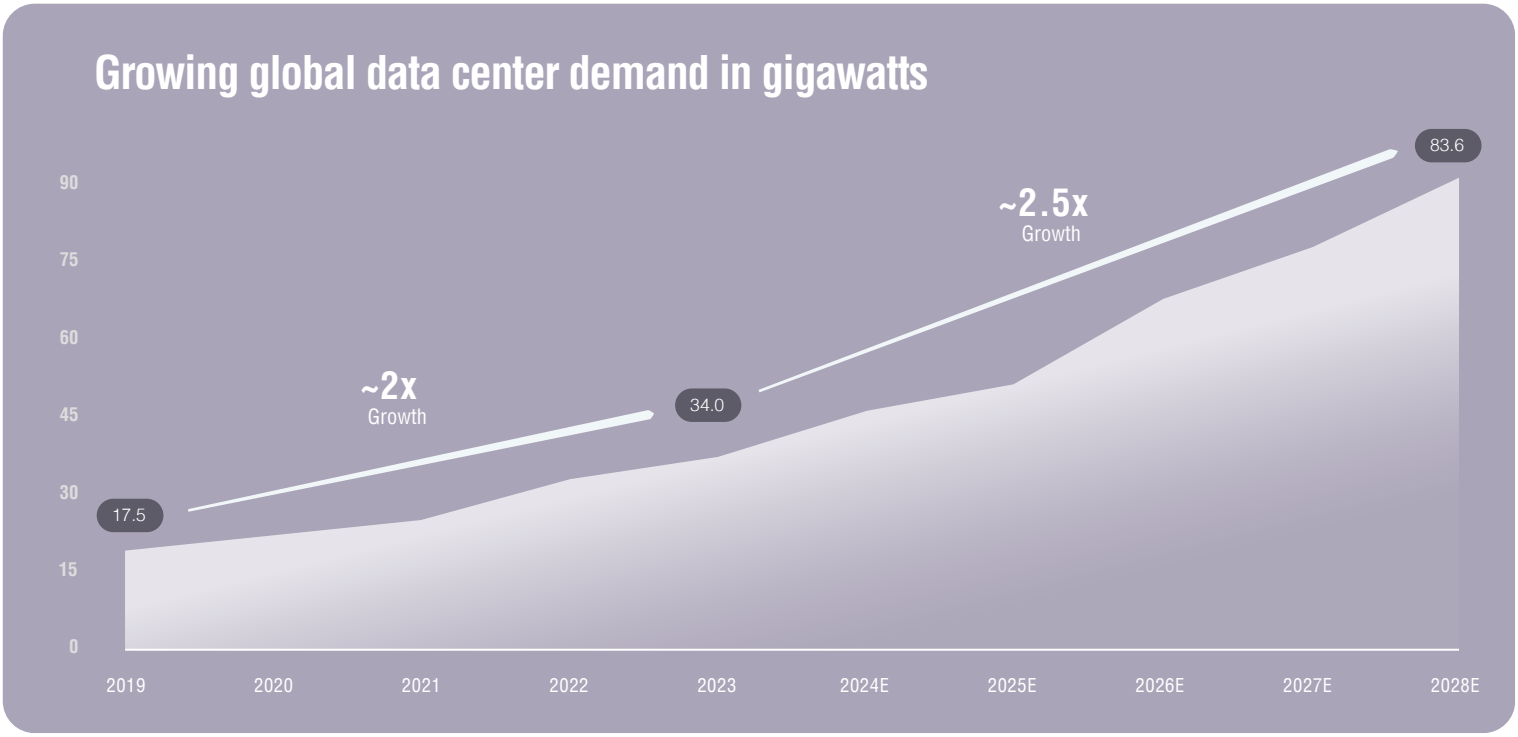
Data centers also support the development and deployment of emerging tech. Data centers are the backbone of AI infrastructure, which requires rapid data processing, storage, and analysis at scale.

On a macroscale, maintaining advanced data center infrastructure allows the U.S. to compete with such countries as China in the race for AI dominance, thus fostering economic growth and strengthening national security through technological leadership.

On a microscale, data centers also improve businesses' operational efficiency by democratizing access to supercomputer processing and secure cloud storage so that small businesses can compete more easily with larger corporations.

3 U.S. Department of Energy, "Clean Energy Resources to Meet Data Center Electricity Demand," https://www.energy.gov/policy/articles/clean-energy-resources-meet-data center-electricity-demand.

Increase much-needed processing and storage capacity



Source: CBRE, DC Bytes

Our needs for data center capacity have grown—and continue to grow at a fast clip as we create more data.

If we don't build data centers that support this increasing data density, it could hamper the economy, business operations, and our daily lives.

On a microlevel, a lack of data center capacity or redundancy makes files and apps load slowly. On a macrolevel, if we don't build enough data centers to meet our growing storage and processing needs, there will be outages with international consequences, like the October 2021 Meta outage. We include a case study on this incident and its profound impacts in the appendix.

Jobs

When data centers are in operation, they require fewer employees to operate than most other commercial properties, leaving minimal impacts on traffic in surrounding areas. A typical data center operates with fewer employees than other commercial or industrial facilities. Unlike industrial facilities, there is no fleet of trucks going in and out, which further minimizes traffic congestion.

More workers are present while the data center campus is under construction, though. Data center construction projects happen in phases, especially on larger campus developments, and these phases can extend over several years. This phased approach often leads to misunderstandings regarding the permanency of the increased traffic. Clear communication about the nature and duration of construction phases can help manage expectations and reduce misunderstandings.

This phasing approach has a plus side, however. Data centers create local construction jobs for tradespeople who otherwise travel from job to job—with less fossil fuel consumption thanks to reduced commuting. Jobs related to data center construction typically provide these workers, sometimes called journey-people, with more stability and longer timelines, offering a higher quality of life. This outcome, in turn, can prevent or alleviate labor shortages and reduce renovation and building expenses in the area, benefiting homeowners and businesses.

Although the operational workforce of data centers is relatively small, people employed in these roles are well-compensated, often earning six-figure salaries without the need for significant training or a college degree. During both the construction and operational phases, data center jobs boost to the local economy because workers spend at retail stores, nearby restaurants, hotels, and suppliers.

Data centers also indirectly create many jobs across the broader economy. According to PricewaterhouseCoopers International Limited[4] (PwC), each direct job in the U.S. data center industry

4 PwC, "Economic Impact Study of the US Data Center Industry," January 2021; "Data Centers and Ancillary Job Creation," TechIndustryReview, March 2022.

generates, on average, six ancillary jobs throughout the national economy. As a result, the total annual impact of the data center industry on national employment—combining direct, indirect, and induced effects from both construction and operations—grew from 2.9 million jobs in 2017 to 3.5 million jobs in 2021, representing a 20 percent increase.

Furthermore, the PwC study does not include jobs created by the cloud access and processing power that data centers enable. Data centers also facilitate zero-commute remote work across the country, further reducing fossil fuel consumption and contributing to a more sustainable economic model.

Tax revenue

Data centers provide municipalities with substantial economic and fiscal benefits through various forms of tax revenue (if unabated) that far exceed ones associated with other property types.

Hyperscale data centers are capital-intensive developments that can cost billions to construct—and are filled with high-value equipment and infrastructure. Taxes levied against them can be a windfall for AHJs.

A case in point: the data center tax base in Loudoun County, the central hub of North Virginia's Data Center Alley, increased from $15.996 billion in 2023 to $25.627 billion in 2024, constituting 58.5 percent of the municipality's total tax revenue.[5]

Data center owners pay two primary forms of property taxes. The first is real property tax, which applies to the land campuses are built on and the permanent structures that sit upon it, such as buildings. The second is personal property tax, which is levied on movable assets such as the servers and equipment inside data centers.

These revenues become significant boons to surrounding municipalities. In Loudoun, personal property tax revenue from computer equipment purchases for data centers surged by 170 percent in 2023, accounting for two and a half times the tax revenue.

The presence of data centers can also lower the overall tax burden for residents. In Loudoun, the general property tax rate is set at $0.87 per $100 of assessed value; it would be $1.33 (an additional 52 percent) but for the influx of data center developments, according to the county's executive director of economic development.[6] Revenue from data centers accounts for $0.47 of the tax rate, thereby alleviating the burden on other taxpayers.

Data center revenue can be channeled into net-zero programs and those related to health care, education, and other critical public services.

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Data center revenue can be channeled into net zero programs and ones related to health care, education, and other critical public services. Revenue from data centers in Quincy, Washington, for example, has been used to fund local schools, public safety, and infrastructure improvements.[7]

By 2026, Loudoun County projects it will receive roughly $1.4 billion in tax revenue from the personal property tax it levies on computer equipment alone.[8] This amount constitutes nearly half of Loudoun County's entire fiscal 2021 budget of $3 billion.

Community incentive packages

Data center operators also provide significant benefits through incentive packages negotiated with municipalities that can include funding for schools or public infrastructure projects. In multiple cases, hyperscalers have funded renewable energy plants and created workforce development programs in areas where they operate.

As part of AWS' $10 billion data center campus investment in Mississippi, the company developed STEM-focused workforce training and career awareness programs for K-12 school systems and funded the state's first utility-scale wind farm.[9] You can learn more about the community benefits the hyperscaler provided in the appendix.

5 Emily Leayman, "Loudoun's Data Center Tax Base Jumps, Residential Increases Continue," Patch, February 8, 2024, https://patch.com/virginia/ashburn/loudouns-data-center-tax-base-jumps-residential-increases-continue.

6 Hanna Pampaloni, "Rizer: Land Value Increases Bring Benefits and Challenges," Loudoun Now, June 28, 2024, https://www.loudounnow.com/business/rizer-land-value-increases-bring-benefits-and-challenges/article_5b417aa8-3592-11ef-b587-f7ca7fd349c0.html.

7 Nick Parker, "Quincy Data Centers: The Data Center Conversation" (Presentation, Port of Quincy), https://wedaonline.org/wp-content/uploads/2020/10/Port-of-Quincy-Presentation.pdf.

8 "Loudoun Data Center Revenue Growth," Washington Business Journal, October 19, 2020, https://www.bizjournals.com/washington/news/2020/10/19/loudoun-data-center-revenue-growth.html.

9 Amazon Staff, "AWS plans to invest $10 billion in Mississippi, the largest capital investment in the state's history," About Amazon, January 25, 2024, https://www.aboutamazon.com/news/aws/aws-10-billion-investment-mississippi.

The region that includes Fredericksburg, Virginia—an emerging exurban hyperscale campus market located southeast of Loudoun County—is a case study in how AHJs can attract landslide economic and fiscal benefits while mitigating potential concerns well in advance.

In March 2024 Virginia's governor, Glenn Youngkin, alongside other state and local elected officials, announced that AWS was making a $35 billion dollar investment in data centers in Spotsylvania, Caroline, Stafford, and Louisa counties, creating approximately 2,000 new jobs. Also announced was AWS' contribution of $400,000 in community funds to those localities.

We explore how AHJs in the region did the work to prepare for and attract that investment in the appendix, which also covers similar measures in Elk Grove Village, Illinois, a unique suburban community northwest of downtown Chicago that modified its zoning code to attract data center development.

Challenges and mitigations

Sustainability

The sustainability of data centers is a significant concern for both AHJs, as well as for data center operators and developers, who ensure that their centers are designed and engineered to minimize emissions and other community impacts.

Grid impact

Let's address the misconception that data centers draw from the grid power that other customers, such as residential consumers and retail operators, could use. This concern is common among constituents when a data center is proposed in a municipality.

The grid is heavily regulated. Under existing federal regulations (and in Texas, the only state that regulates its own power grid), demand from a new customer cannot affect the reliability or availability of an existing customer.

Rather than taking power from the grid, new large-load customers such as data center operators face the challenge of finding readily available power that the utility can deliver—especially because many seek clean power sources.

According to the U.S. Department of Energy (DOE), as quoted in a recent article,[10] data centers can actually catalyze the grid's clean energy transition: "Near-term data center driven electricity demand growth is an opportunity to accelerate the build-out of clean energy solutions, improve demand flexibility, and modernize the grid while maintaining affordability."

Here's why: in many municipalities, energy providers are obligated to meet the power demands of various users. When a significant portion of demand comes from data center operators, many of which have strong commitments to using renewable energy, that activity accelerates the greening of the grid. These companies, driven by their climate goals, place considerable pressure on utility providers to adopt cleaner energy solutions.

> "Near-term data center driven electricity demand growth is an opportunity to accelerate the build-out of clean energy solutions, improve demand flexibility, and modernize the grid while maintaining affordability."
>
> *U.S. Department of Energy*

Unlike AHJs, which cannot create the demand to push forward such changes themselves, data center operators wield considerable influence by creating substantial demand for renewable energy.

This dynamic forces utilities to accelerate and help finance their transition to greener energy sources, thereby modernizing the grid to meet contemporary environmental standards. Public officials have a critical role to play in this scenario. By ensuring the existence of clear and easy-to-follow guidelines for data center development within their jurisdictions, AHJs can become integral to the solution, thus fostering a cleaner energy infrastructure.

Conversely, discouraging data center development could inadvertently push these operations into regions with less stringent grid standards and undermine broader sustainability efforts. Thus, the collaboration between data center operators and local governments is pivotal in driving the clean energy transition and ensuring grid modernization.

10 U.S. Department of Energy, "Clean Energy Resources."

Grid sustainability

Data center companies—third-party developers, operators, and hyperscalers among them—typically have far stricter carbon reduction commitments than do municipalities themselves.

- The top five hyperscalers have a combined renewable energy portfolio totaling more than 45 gigawatts (GW) worldwide, the equivalent of roughly 118,215 Tesla Model 3 motors[11] running on full power—and that figure doesn't include on-site generation.[12] Roughly 57 percent of global corporate wind and solar capacity tracked by S&P Global Commodity Insights is tied to these five companies alone.
- Amazon first committed to powering all of its operations, including AWS data centers, with 100 percent renewable energy by 2025. As of 2023, Amazon reported achieving this goal early, with 100 percent of its electricity consumption matched with renewable energy sources. The company also set a goal to reach net-zero emissions by 2040.[13]
- Microsoft committed to designing and operating data centers that are carbon negative, water positive, and zero waste before 2030, procuring 100 percent renewable energy on a global scale by 2025, and significantly expanding and decarbonizing local electricity grids.[14]
- Apple has committed to becoming carbon-neutral across its entire supply chain and product life cycle by 2030. This effort includes using nearly 10 GW of existing renewable energy and investing in new renewable generation.[15]
- Google, meanwhile, announced its goal in September 2020 to operate carbon-free, on clean local electricity, 24 hours a day, 7 days a week, 365 days a year by 2030. From 2010 to 2023, the company signed more than 115 agreements totaling in excess of 14 GW of clean energy generation capacity.[16]
- Meta committed to net zero emissions for its supply chain and to becoming water positive by 2030. The company plans to power all of its data centers with renewable energy by 2025.[17]

The methods through which hyperscalers and data center developers are working toward these goals include:

On-site generation: Some data centers have solar panels or other renewable energy sources installed directly on their premises. Wind and solar require a lot of land, however, and on-site land is usually scarce. As such, these projects typically provide only a small portion of data centers' total energy needs.

Power purchase agreements (PPAs): In a PPA, data center companies (the buyers) sign long-term contracts with renewable energy providers (the sellers) to purchase electricity from specific wind or solar farms. PPAs often support the development of new renewable energy, thus contributing to overall grid decarbonization and improving the grid mix for local residents and businesses.

Renewable energy certificates (RECs): Companies purchase RECs to offset their energy consumption, which supports the economics of clean energy development. RECs are not necessarily tied to the specific municipalities where data centers are located, though.

Investment in renewable projects: Hyperscalers often invest directly in the development of new renewable energy projects.

Diesel generators

The role of diesel generators at data centers is often misunderstood. As we discussed elsewhere, these generators are present only as a backup power source.

Also worth noting is that diesel generators are subject to a comprehensive regulatory framework. The Environmental Protection Agency (EPA) sets federal standards implemented and enforced at the state level for generators, and states may

11 U.S. Department of Energy, "How Much Power is 1 Gigawatt?" Office of Energy Efficiency & Renewable Energy, https://www.energy.gov/eere/articles/how-much-power-1-gigawatt.

12 S&P Global Market Intelligence, "Datacenter Companies Continue Renewable Buying Spree, Surpassing 40 GW in US," S&P Global, https://www.spglobal.com/market-intelligence/en/news-insights/research/datacenter-companies-continue-renewable-buying-spree-surpassing-40-gw-in-us.

13 Amazon, "Climate Solutions," Amazon Sustainability, https://sustainability.aboutamazon.com/climate-solutions.

14 Microsoft, "Microsoft's Datacenter Community Pledge: To Build and Operate Digital Infrastructure That Addresses Societal Challenges and Creates Benefits for Communities," Microsoft Blog, accessed September 15, 2024, https://blogs.microsoft.com/blog/2024/06/02/microsofts-datacenter-community-pledge-to-build-and-operate-digital-infrastructure-that-addresses-societal-challenges-and-creates-benefits-for-communities/.

15 Apple Inc., "Apple's Climate Roadmap," Apple Newsroom, https://www.apple.com/newsroom/2021/07/apples-climate-roadmap/.

16 Google, "Build a Carbon-Free Future for Everyone," Google Sustainability, accessed September 15, 2024, https://sustainability.google/projects/carbon-free-24x7/.

17 Meta, "The Next Stage of our Climate Commitment: Net-Zero Supply Chain Emissions by 2030," Facebook Newsroom, https://about.fb.com/news/2021/10/the-next-stage-of-our-climate-commitment-net-zero-supply-chain-emissions-by-2030/.

have additional requirements.[18] Once permitted, each diesel generator's operation is bound by strict regulations. Operators typically may run generators for only a limited number of hours per year for routine maintenance and inspection purposes.

Although it varies by facility, generators at data centers are typically used far less than these rules dictate. Generators' brief monthly operation to ensure proper functioning is comparable to running a pump system that's been inactive for an extended period—regular checks prevent potential issues that accompany prolonged inactivity, such as seized components or degraded lubricants.

Greener alternatives to diesel are in various stages of development, but none has been proved at scale yet.

Water sustainability

Cooling accounts for almost 40 percent of the total energy consumed by data centers, McKinsey and Company estimates.[19] Several factors determine the type of cooling that is most sustainable yet still suitable for the job.

Air cooling can be more efficient at lower load percentages and smaller equipment capacities. It can also be sustainable at any scale when the data center is located in an area with a high percentage of renewable sources in the energy grid, including ones generated on site.

When cooling processes require water, nonpotable water sources can be used so as not to reduce the local drinking water supply. Nonpotable water is treated—either at a local plant or, in some cases, on site–to remove contaminants, solids, and impurities. Then recycled water is then distributed in plum-colored pipes, which accounts for the nickname the **purple pipe system**. To pursue it, companies often consider access to recycled wastewater an important factor in the early stages of site selection.

Hyperscalers have even helped AHJs finance such projects, though that's not always viable, which makes proximity to existing treatment facilities a key consideration. In 2012, Google funded the construction of the Sweetwater Creek Sidestream Plant in Douglas County, Georgia, which we explore further in the appendix.

Electrical utility transmission and distribution

When developers vet a site for a data center, they consider whether there are adequate transmission lines. At the local level, there can be pushback against the building of new transmission lines, inside and outside a data center context. Local pushback against transmission lines increased by 57 percent from 2022 to 2023, according to Columbia Law School research.[20]

This challenge exists not just for data centers but also for the clean energy transition. One truism says that the transition can't happen without transmission. Here's why: as more sectors such as transportation go electric, overall power demand is likely to increase, requiring greater transmission capacity. Grids in the U.S. are not connected, which is a problem because such clean energy sources as solar and wind are often located far from urban centers, where electricity is most needed. Connecting grids across the country requires a plethora of new transmission lines.

"By the 2030s, we need to build so many new lines that they would reach to the moon if they were strung together," says Bill Gates, cofounder of Microsoft, in a video on his YouTube channel. "And by 2050, we'll need to more than double the size of the grid, while replacing most of the existing wires."

Most transmission lines, built between the 1950s and the 1970s, are now outdated.[21]

How did we get here? For a long time, electricity generation was centralized, and there was no need for a connected grid. Large coal-powered plants and nuclear power plants produced massive amounts of electricity in specific locations. This electricity was then distributed widely to homes, businesses, and industries throughout a large area. Power flowed primarily in one direction: from centralized plants to distributed end users.

As we transition to clean grid sources, however, we need a less centralized, more distributed system. Unlike fossil fuel plants, renewable energy sources are often geographically dispersed, variable in output, and located far from major consumption centers. They require a shift to an interconnected grid with diverse, distributed sources, one that's more resilient to outages and increasingly frequent extreme weather events caused by climate change. This shift requires more cross-regional transmission or inter-regional transmission. It requires . . . transmission lines.

18 U.S. Environmental Protection Agency, "Regulations for Emissions from Heavy Equipment with Compression-Ignition Engines," https://www.epa.gov/regulations-emissions-vehicles-and-engines/regulations-emissions-heavy-equipment-compression.

19 Srini Bangalore et al., "Investing in the Rising Data Center Economy," McKinsey & Company, January 17, 2023, https://www.mckinsey.com/industries/technology-media-and-telecommunications/our-insights/investing-in-the-rising-data center-economy.

20 "Opposition to Renewable Energy Facilities in the United States," Sabin Center for Climate Change Law, Columbia Law School, May 2023, https://scholarship.law.columbia.edu/sabin_climate_change/200/.

21 Bill Gates, "The Surprising Key to a Clean Energy Future," Gates Notes, January 24, 2023, https://www.gatesnotes.com/Transmission.

Often, constituents don't understand that transmission lines are an essential part of our sustainable future, even without data center demand. Properly communicating this message to a community isn't easy, but it's essential. Siting data centers near transmission infrastructure is most efficient, as doing so allows for use of the existing infrastructure and the associated rights of way for new infrastructure, if needed.

Sound

Another common community concern is sound. Most mitigations related to it are already baked into the development process. Data center designers, architects, and engineers tend to design data center campuses to mitigate impacts from sound upon nearby neighbors, including strategic placement of generators away from other uses. Developers typically employ on-site acoustic monitors as part of regulatory entitlements to ensure sound levels remain within acceptable limits.

Let's discuss where sounds occur at data center campuses. Remember the low hum in the equipment yards? It comes from cooling equipment. Screens and sound attenuators make it barely audible.

Generators make mechanical sounds, albeit only when they are turned on for testing or emergencies. Sound impacts can also be easily mitigated by housing generators in sound-attenuated enclosures with proper exhaust systems.

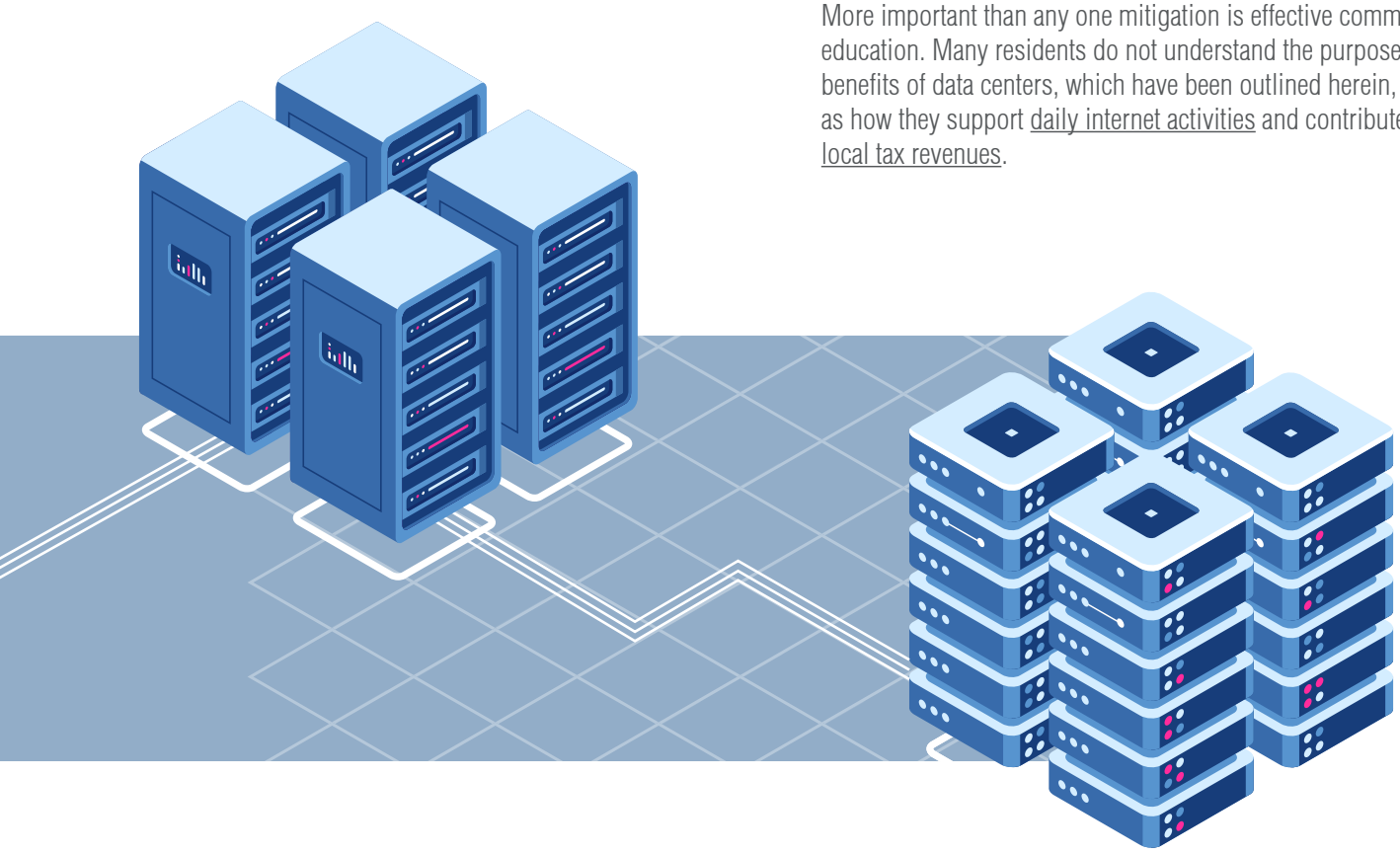
Aesthetics

Community members often raise concerns about whether data center campuses will look as if they fit into the community. This issue can be mitigated by:

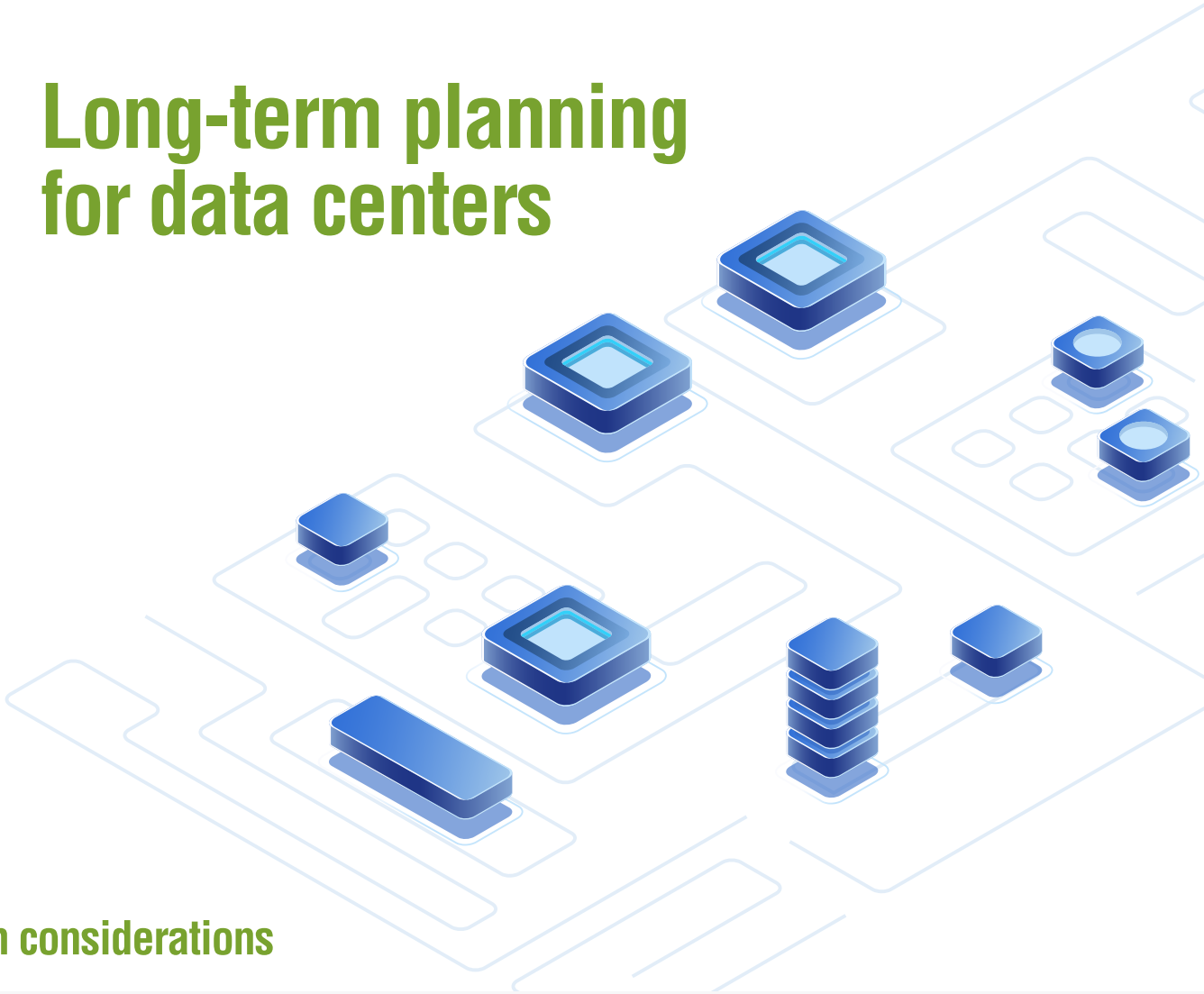
- Creating buffer zones near residential and retail areas
- Employing glass façades in key areas to make data centers more closely resemble office buildings than industrial complexes
- Applying other exterior design techniques that use materials and colors to blend buildings into their surroundings, if required and appropriate to the context

Although these mitigations are effective, it's important not to codify excessively specific or restrictive design standards into zoning codes, as doing so can discourage data center development. Exceedingly stringent height restrictions, for example, could hinder the functional design of these facilities. Balancing aesthetic considerations with operational needs of data centers is key.

More important than any one mitigation is effective community education. Many residents do not understand the purpose and benefits of data centers, which have been outlined herein, such as how they support daily internet activities and contribute to local tax revenues.



3 Long-term planning for data centers



Location considerations

Because of their unique operational and physical requirements, several crucial factors must be considered when deciding what sites suit data centers:

Power

Data centers are power-intensive. Reliable and robust access to power is non-negotiable, making proximity to high-capacity substations essential.

Roads

Whereas operational traffic is minimal, the initial construction phase generates more traffic. Thus, easy access to highways and major roads is vital for logistics and transportation.

Land

Hyperscale campuses require ample land area to accommodate both the facility and its accompanying infrastructure.

Discharge infrastructure

If there is runoff from water-based cooling, a site will need adequate infrastructure for wastewater discharge, such as a connection to a municipal sewer system, an on-site water treatment facility, or proper drainage.

Wet utilities

Some data centers require access to municipal water supply greater than what typical industrial developments need. The climate goals of most hyperscalers and developers are driving demand for recycled, rather than potable, water.

Frequent missteps

Common pitfalls in planning for data centers include:

Height restrictions:

Failing to allow sufficient building height can impede the efficient design of cooling systems, which rely heavily on vertical space for optimal airflow. The minimum height for a single-story data center could be as much as 30 feet (9.1 m). In denser jurisdictions with higher land basis, multistory data centers are common and typically require at least 66 feet (20.1 m) of height, in addition to considerations for rooftop equipment. Minimum heights are generally measured ground level to the roof line. Ancillary height structures, such as parapets, equipment platforms, screens, and stairwells can add another 15–20 feet (4.6–6.1 m) of height in some cases.

Zoning challenges:

The lack of a uniform land-use category for data centers presents challenges for localities in siting these facilities appropriately. Data centers typically fall between office and industrial/warehouse uses, which often makes the applicant request variances that appear to be special considerations rather than basic requirements. This outset can lead to high-stakes decision-making by exception that undermines the existing zoning codes.

Building code challenges:

Typical building code requirements around occupancy and plumbing fixtures may need to be modified for data center uses.

Parking and plumbing standards:

Regulations developed for office or warehouse uses often impose excessive parking and plumbing fixture counts on data centers, which necessitate variances and complicate the planning process.

Substation zoning:

Substations often fall under different categories than does the data center itself, creating further zoning inconsistencies and the need for additional, sometimes separate, approvals for one campus.

Construction confusion:

Data center campuses are often built over time, as we discussed above, which can cause planning confusion. The sightlines of a campus may change over time, so it's important to consider both the full campus and each individual building in the planning process.

Fire Department considerations:

Fire departments that are not yet experienced with data centers might not know that the on-site batteries and generators are for backup purposes only, so education is essential. Yet even though those backups aren't frequently used, data centers are built with robust fire detection and suppression systems. Modern batteries for UPS applications include multiple safety features, including battery management systems that monitor voltage, temperature, and current. Fuel tanks for backup generators are typically stored in separate, fire-rated enclosures, and secondary containment systems are used to prevent fuel spills and leaks.

Clear rules benefit all parties

Clear rules in zoning codes and land use plans, as well as in the entitlement and permitting processes, benefit all stakeholders involved in data center development, including the surrounding community.

Clarity simplifies the planning process, reduces the amount of planning that is done by exception, and lets communities gain maximum financial benefits from data center developments.

In the next few sections, we discuss planning options for AHJs seeking to be prepared to regulate thoughtful data center development, to attract it, or both. We also provide a model zoning ordinance that municipalities can adopt, designed to address common concerns while avoiding excessively restrictive measures that could hinder data center development.

4 Regulating data centers

Planning-related options

AHJs that want to bring data centers to their region can start by identifying strategic locations. Municipalities should perform comprehensive analyses to determine suitable areas, based on power availability, infrastructure, and environmental impact.

Ideally, more than one area should be designated for potential development—as with the process for industrial parks—to provide flexibility and attract varied investments.

Option 1: Create an overlay district

One option for guiding the development of data centers is to incorporate an overlay district. An overlay district is mapped to certain areas of the jurisdiction's zoning map without necessarily changing the underlying zoning district and what is allowed therein.

A historic overlay district is a common application of this tool. It typically provides for certain additional standards—an expansion of the uses that might be permitted in that district, a limitation of them, or some mix of the two.

A data center overlay district can allow for the development of data centers and prescribe that such development meet certain standards or requirements. An overlay district clearly indicates where and under what circumstances data centers are permitted and provides additional direction to any data center developer seeking to develop in that jurisdiction.

Option 2: Create a planned innovation, research, and technology (PIRT) district

PIRTs—and their regional equivalents, which include innovation zones, technology corridors, and research and technology parks—offer municipalities a flexible approach to land use that goes beyond traditional industrial or commercial zoning.

This designation allows for a mix of uses and can adapt to the specific requirements of data centers without necessitating a rezoning. Data centers in a PIRT district can integrate seamlessly with adjacent research facilities or tech hubs, fostering synergistic growth and innovation. Examples of successful PIRT districts include Palo Alto's Stanford Research Park.[22]

When data centers are sited clearly as being a by-right use, data center developers are more likely to consider the location for investment because they have the required certainty that the land they acquire won't struggle or be delayed in the approvals process. In the appendix, we explore how Elk Grove Village did so successfully.

Option 3: Note preferred data center locations in the comprehensive plan and invite owner- or hyperscaler-initiated rezoning applications

AHJs can identify preferred locations for data center development in their comprehensive plans and invite rezoning applications in those areas.

Municipalities and data center companies can agree on development conditions—sometimes called proffers, development agreements, or conditional zoning—which are voluntary commitments made by developers in return for allowed zoning. They outline specific conditions or promises agreed upon to mitigate the impact of proposed developments or to otherwise benefit the municipality's residents.

Development conditions may include infrastructure improvements, restrictions on use, environmental protections, community benefits, and other strictures. They are flexible enough to apply to various zoning categories, including PIRTs.

Option 4: Implement a specific data center zoning district defined by ordinance

Creating a data center-specific zoning district is a solution that's more detailed and restrictive than the previous three. We recommend it as a best practice in many jurisdictions because it establishes clear guidance on where data centers are permitted by right and eliminates the possibility that high-stakes decisions are made by exception. The ordinance should define data centers and outline general standards for building them, such as building size thresholds, height limits, and floor area ratio (FAR) requirements.

The zoning ordinance should include specific use standards for data centers, such as parking, setbacks, buffering, plumbing fixture counts, equipment screening requirements, and operational sound limits. The next chapter consists of a model ordinance that AHJs can adopt.

22 "About Stanford Research Park," Stanford Research Park, https://stanfordresearchpark.com/about/.

5 Model zoning ordinance guidelines

AHJs that want balanced and transparent zoning standards that mitigate unwanted impacts while encouraging the many potential benefits of data center development can take this zoning ordinance off the page and adapt it.

No two jurisdictions are the same. Each needs to layer in its own considerations.

Our intention, however, is to offer a strong foundation upon which AHJs can build zoning districts for data centers defined by ordinance. Note that the language provided below is to be included in the zoning ordinance and there may be other provisions that govern development, such as in the building code as it pertains to plumbing fixtures, that may need to be adjusted.

For example:

- Rural counties can consider additional guidelines and requirements when a data center is adjacent to certain agricultural uses or other sensitive uses.
- Urban municipalities can consider additional guidelines and requirements when a data center is adjacent to transit hubs or to prioritize pedestrian activity.

Zoning categories

Broadly, zoning districts in which data centers have specific considerations fall into four categories:

Residential: Because data centers are ultimately an industrial use, we believe that data centers are not appropriate in residential districts.

Industrial: Given the nature of data centers, they should be permitted in all industrial categories, from light industrial to heavier industrial. In such areas, data centers should be permitted as any other industrial use would be allowed, including following the same height, setback and landscaping requirements.

Rural/agricultural: In rural areas, data centers should be permitted to the extent that industrial uses would be permitted in such areas, provided that the same conditions are applied that would be applied to permissible industrial uses on such land. If another industrial use would require a certain setback, landscaping treatment or other mitigation on rural or agricultural land, our recommendation is that the same conditions be applied for a data center on such land.

Commercial: Data centers in commercial areas can be appropriate, provided they comply with certain use standards as set forth below. For the purpose of this section, commercial districts are defined as ones that permit a diversity of nonresidential uses, such as office and retail.

Use standards for commercial areas

Data centers shall be permitted by right in commercial districts if the following criteria are met:

1. To provide screening and reduce noise levels, all equipment for cooling, ventilation, or otherwise operating the facility—including generators or other power supply equipment—must be fully enclosed, except when determined by the [zoning administrator] not to be mechanically feasible. If the zoning administrator determines that full enclosure is not mechanically feasible, all equipment for cooling, ventilation, or power generation must be screened by a wall or similar barrier. In addition, any accessory electrical substation must be screened from adjacent nonindustrial properties or public streets by a wall or similar barrier. This standard does not apply to solar panels.
2. A data center building must include a main entrance feature that is differentiated from the remainder of the building façade by a change in building material, pattern, texture, color, or accent material. The entrance feature must also either project or recess from the adjoining building plane.
3. The primary façades of data centers must include either:
    a. A change in the primary facade surface for every approximately 150 horizontal feet of at least one of the following: building material, pattern, texture, color, or accent material; or

b. A minimum of thirty percent (30%) of the primary facade shall be comprised of windows, doors, or similar fenestration design features such as faux windows that are generally distributed horizontally and vertically across the façade.

c. These standards do not apply to accessory uses.

d. For the purposes of this requirement, a primary facade shall be deemed to be a facade that fronts on a public street.

4. Buildings may be constructed up to one hundred (100) feet (30.5 meters) in height or taller with special exception approval and subject to FAA limitations.

5. FAR shall not exceed [1.5 times the maximum FAR of the commercial district] without approval of a special exception. With approval of a special exception, the FAR may be increased to [2.5 times the maximum FAR of the commercial district].

Use standards for industrial areas adjacent to residential

Although data centers are appropriate in all industrial zoning categories, special attention may be afforded when industrial land is adjacent to residential. In such cases, the following language could be included in the locality's zoning ordinance:

1. Where industrial is adjacent to residential or any other sound-sensitive use, any data center building or ancillary equipment should (1) be located at least 200 feet (61 m) from the residential or noise-sensitive use or (2) meet the other standards set out for data centers in the commercial districts set out in section 1.

   a. A lesser distance that does not conform to the standards in paragraph 1, above, may be allowed with special exception approval.

Parking requirements for all data centers

As referenced elsewhere in this document, the parking requirements for data centers are far less than would be required for another industrial or commercial use of a similar size. Overbuilding parking for a given data center site or campus can be unnecessarily costly but more importantly creates excess impervious surface and avoidable environmental consequences. Accordingly, we recommend that the parking requirements for data centers be established either by:

1. Applying the parking requirements for office that exist in the ordinance, but only to the portion of the data center building that is actually utilized for office space; or

2. Requesting a staffing plan from the data center developer and allowing such data to inform the minimum number of needed parking spaces.

6 Appendix, contacts, and additional resources

Appendix: case studies

Google's Gmail and the need for redundancy

According to Google's podcast *Where the Internet Lives*,[23] Gmail launched in 2004 while offering a staggering 1 gigabyte of storage—more than 250 times the capacity of other email services at the time.

Gmail revolutionized user expectations and increased the need for data center capacity. It made every individual's account data exist on multiple interconnected servers at Google's hyperscale data centers, ensuring that users always have access to their personal information, even in the event of individual server failures, and allowing users to search and organize emails in a new way.

The Meta outage and the quest for data center capacity

The October 2021 Meta outage affected Facebook, Instagram, WhatsApp, Messenger, Oculus, and other services, making them inaccessible to billions of users for six to seven hours. This disruption, caused by an ill-timed and erroneous maintenance command, led to a cascade of failures that severed Meta's data centers from the internet. The primary cause was a lack of redundancy in the backbone network, which left no failover capacity for critical services.[24]

The economic impact was significant, with individuals and businesses that relied on these services facing major interruptions—amplified by the fact that many users sign in to other apps and services through their Facebook logins. As Mike Isaac and Sheera Frenkel wrote, in the New York Times, this mix of factors led "to unexpected domino effects such as people not being able to log into shopping websites or sign into their smart TVs, thermostats, and other Internet-connected devices."[25] Meta's stock value dropped by billions of dollars during and after the outage.[26]

Google's financing of a water treatment plant

In 2012, Google funded the Sweetwater Creek Sidestream Plant in Douglas County, Georgia. This move made its nearby data center the first in the state to use recycled water for cooling. Google partnered with the Douglasville-Douglas County Water and Sewer Authority on an initiative to conserve the Chattahoochee River's potable water supply, especially during droughts and summertime.

AWS' community incentives package in Mississippi

As part of AWS' $10 billion data center campus investment in Mississippi—the single largest capital investment in that state's history—the company funded Mississippi's first utility-scale wind farm, located in Tunica County, and developed STEM-focused workforce training and career awareness programs for K-12 school systems.

The hyperscaler committed to supporting local educational institutions—community colleges, technical schools, universities, and workforce development organizations—by developing training programs for high-demand career pathways in data center construction and operations, as well as the broadband expansion sector. AWS also provided a free cloud computing curriculum to local institutions and learners.

Fredericksburg, VA's windfall

Located southeast of Loudoun County, Fredericksburg, Virginia, is an emerging exurban hyperscale campus market. Alongside its regional partners, it represents a case study in attracting data center development—and landmark economic and fiscal benefits–while also mitigating potential concerns well in advance.

In March 2024, Virginia's governor, Glenn Youngkin, alongside other state and local elected officials, announced that AWS was making a $35 billion investment in data centers in Spotsylvania, Caroline, Stafford, and Louisa counties, thereby creating approximately 2,000 new jobs. It was also announced

23 Fischer Barry, "Two: Inside the Walls," Where the Internet Lives, December 9, 2020, podcast, 40:54, https://www.google.com/about/datacenters/podcast/.

24 Kerry Sheridan, "Facebook Outage: Social Media Giant Blames Network Problem for Global Disruption," BBC News, October 4, 2021, https://www.bbc.com/news/technology-58793174.

25 Mike Isaac and Sheera Frenkel, "Gone in Minutes, Out for Hours: Outage Shakes Facebook," New York Times, October 4, 2021, https://www.nytimes.com/2021/10/04/technology/facebook-down.html.

26 Greg Roumeliotis, "Facebook Services, Including Instagram and WhatsApp, Suffer Worldwide Outage," Reuters, October 5, 2021, https://www.reuters.com/technology/facebook-instagram-whatsapp-suffer-outage-2021-10-04/.

that AWS would be contributing $400,000 in community funds within those four localities, which, together with bordering Fredericksburg, constitute an economic region: the Fredericksburg Area Association of Realtors service area.

What Youngkin called the largest single economic development investment in the history of the state didn't happen by accident. The Fredericksburg Regional Alliance (FRA) at the University of Mary Washington and other regional groups had together been paving the way for data center development since 2016, when they also focused on ensuring the facilities would be built away from residential areas or well-buffered if close to them.

"The reality is [that] this region is one of the [fastest-growing] areas in the Commonwealth. With growth comes the need for infrastructure and services that the area can [afford only] by attracting new revenue sources or raising taxes on local businesses and residents," stated Curry Roberts, president of the FRA, in a local op-ed. "To get ahead of this [need], leaders in our region have worked for over a decade to attract data centers and the tremendous local tax revenue they bring."

According to Roberts, the regional coalition began its quest by evaluating 50 sites to determine whether—based on zoning, transmission lines, and water access—they were compatible with data center use. The coalition eventually narrowed it list down to 15 locations across five localities, with each site exceeding 100 acres. This groundwork set the stage for an ambitious economic development plan aimed at attracting major industry players such as AWS.

Roberts emphasized the importance of getting information in front of the public proactively, rather than waiting for opposition to arise. Stafford County, for example, held several community meetings to educate people about data centers before any specific projects were proposed.

Stafford and Spotsylvania counties set the stage for evaporative cooling by engineering recycled wastewater systems for that purpose in data centers. These systems are now used by data centers, which pay for the service, thus creating additional revenue for the localities.

When AWS approached regional leaders in 2018 about a data center project, the FRA was able to act quickly. It coordinated with localities to harmonize tax rates and depreciation schedules on a parcel that straddled several jurisdictions, ensuring a straightforward fiscal environment for AWS.

Although the project stalled during the pandemic, by 2023 AWS had acquired and entitled approximately 2,500 acres (1,012 ha), paving the way for the development of 18 million to 19 million square feet (1.7 million–1.8 million sq m) of data center space.

Tax benefits from the investment are immense. According to Roberts, for every dollar of service demanded by a data center, the operator is paying $13 in taxes.

Elk Grove Village's innovation district

Elk Grove Village, Illinois, a suburban community northwest of downtown Chicago, is located at a major fiber intersection. It intentionally attracted data center development through a combination of zoning code modifications, the promotion of strategic location advantages, and proactive communication with the development community.

Since its formation, the village has had unique zoning. The eastern half of the community, adjacent to O'Hare International Airport, is home to the largest contiguous industrial park in the United States and is zoned as such. The western half of the village is primarily residential and zoned to protect housing.

Matthew Roan, the village manager of Elk Grove Village, said the municipality updated its zoning code to spur redevelopment within its office park by creating a new "innovation and technology" zoning district that specifically permitted data centers as an approved use, thus inviting data center operators to fill unused space.

Additional modifications to the zoning code allow data centers to have greater building heights and front-yard fencing or screening that wouldn't normally be permitted for industrial uses. Other changes reduce parking requirements. All of these changes allow data center builders to get their projects off the ground more quickly, amid the certainty that the structures can be built and won't struggle in the approvals process—an uncertain phase that makes land acquisition too risky for some parties.

This proactive approach has attracted data center developers and hyperscalers, including Meta and Microsoft. Roan, who has served in various roles in village government since 2000, said it brought significant economic benefits to the region, including long-term development and permit fee revenues, financial assistance for local school districts and other taxing bodies, high-quality site aesthetics, and temporary construction jobs. The increased tax and fee revenue from data centers allowed the village to reinvest in infrastructure improvements and redevelopment projects, he said.

This strategic positioning of Elk Grove Village as a data center hub exemplifies how proactive municipal policies can drive growth and innovation—as well as stable economic returns. Once data centers make their large capital investments, Roan said, they tend to stay in the community long term, unlike more transient industrial users.

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7 Glossary

air-cooled chiller system: A cooling system sealed in a closed loop that typically consumes very little water—less than the amount used in three single-family homes.

clustering: The practice of data centers locating near one another, connecting their servers to work as a unified system, or both.

colocation data centers: Multi-tenant data centers where third-party operators (developers) lease data center space—a certain number of server cabinets, for example, or kilowatts (kW) to a host of other companies.

corporate data centers: Also called enterprise data centers, these facilities store and process a single organization's data. These data centers often store the data of financial institutions—think American Express or Wells Fargo—that typically own and operate such facilities themselves, rather than leasing them from a provider.

data center: A building or campus that houses the infrastructure that supports the world's computing functions.

data hall: The rooms in data centers where data is processed and stored.

evaporative cooling: A cooling system that uses large fans to move air across a wet medium to evaporate water, which removes the heat from the data center and cools the air.

hyperscale data centers: Large data center buildings or campuses that process and store the data of companies that often need to scale up or scale down their infrastructure quickly.

hyperscaler: A company that occupies and operates a large data center building or campus. These companies—which include AWS, Microsoft, Google and Meta, often need to "scale up" their infrastructure quickly.

latency: The time it takes for information to travel from its source to its destination.

load balancing: The process of distributing network traffic across multiple servers at interconnected data centers.

node: An individual server in a cluster of servers.

phasing: A process for data center campus construction that occurs in stages.

power distribution units (PDUs): Devices that distribute energy to servers, network devices, and other equipment within a rack.

power purchase agreements (PPAs): An agreement between a data center company (the buyer) and a renewable energy provider (the seller) to purchase electricity from specific wind or solar farms.

purple pipe system: A recycled water setup whereby water is treated to remove contaminants, solids, and impurities and then distributed via plum-colored pipes.

renewable energy certificate (REC): A tradable commodity wherein each REC equates to the generation of 1 MWh of power from a qualified renewable resource, usually wind or solar power generation facilities.

switch: A device used to connect network devices and route data through interconnected networks.

switchgear: Power distribution equipment that controls, protects, and distributes electrical power throughout the data center.

telecom data centers: Where traffic from cell towers "switches" to go out to the internet. Typically owned by such telecommunications companies as Verizon, these centers tend to be smaller facilities than the other data center types and require less than 10 kWs.

uninterruptible power supply (UPS) systems: Electrical equipment used in data centers to provide battery backup power in the event of a power outage.

utility substation transformer: A large electrical device in the electrical yards of a data center campus that steps down high-transmission voltages from the utility grid to lower, more manageable medium-voltage levels suitable for distribution throughout the data center.

water-cooled chiller system: An open-loop pipe system in which water removes heat from the refrigerant.

wholesale data center: A type of data center where a third-party developer rents a large portion of the space, the energy capacity, or both to one company–often, all of it.

Chapter 3 - ZONING, USES, AND DIMENSIONAL STANDARDS

Sec. 3.01. - In General.

3.01.01. *Establishment of zoning districts.* The City of Palm Coast, Florida is hereby divided into the following zoning districts. Each zoning district allows a set of uses that are consistent with its purpose and also a set of land development regulations designed to achieve the purpose of the district.

A. AGR—Agriculture District

B. EST-1; EST-2—Rural and Suburban Estate Districts

C. SFR-1; SFR-2; SFR-3; SFR-4; SFR-5—Single-Family Residential Districts

D. DPX—Duplex Residential District

E. MFR-1; MFR-2—Multifamily Residential Districts

F. MHD—Mobile Home District

G. MPD—Master Planned Development District

H. COM-1; COM-2; COM-3—Commercial Districts

I. OFC-1; OFC-2—Office Districts

J. IND-1; IND-2—Industrial Districts

K. PSP—Public/Semipublic District

L. P&G—Parks and Greenways District

M. PRS—Preservation District

3.01.02. *Official zoning map.*

A. *Zoning district boundaries.* The boundaries of the zoning districts are hereby established and shall be delineated on the Official Zoning Map for the City. The Map shall be kept on file in the offices of the City Clerk and shall be the official record of the zoning designation of properties within the City.

B. *Establishment of the Master Planned Development (MPD) zoning district.* This chapter establishes the Master Planned Development (MPD) zoning district to replace the following mixed use zoning districts: Village Center (VGC-1 and VGC-2), Golf Course Community (GCC), Planned Unit Development (PUD) and Planned Rural Development (PRD). These former mixed use zoning districts are now referenced in this Code as "former VGC-1," "former VGC-2," "former GCC," "former PUD," and "former PRD," and will remain on the Official Zoning Map; however, these districts are depicted by a hatch pattern that identifies them as "former" zoning districts. The map legend shall state that these hatched pattern zoning districts were designated prior to the adoption of the current Official Zoning Map, in effect as of November 16, 2008, and that after this date no parcels of land may be rezoned to any of the zoning districts designated as "former."

3.01.03. *Adoption, identification, and amendments.* The following shall apply to adoption and amendments to the Official Zoning Map:

A. The City of Palm Coast Official Zoning Map shall be adopted by ordinance of the City Council after considering the recommendations of the Planning and Land Development Regulation Board.

B. If, in accordance with the provisions of this LDC and F.S. ch. 163 , changes are made in district boundaries or other matter portrayed on the City of Palm Coast Official Zoning Map, such changes shall be entered on the Official Zoning Map after enactment of the amending ordinance.

C. Change of any nature shall be made on the Official Zoning Map or matter shown thereon except in conformity with procedures set forth in this LDC or in F.S. ch. 163 . Any unauthorized change shall be null and void and have no force or effect.

D. Regardless of the existence of purported copies of the Official Zoning Map that may from time-to-time be made or published, the Official Zoning Map shall be the final authority as to the current zoning status of land and water areas, buildings, and other structures in the City.

E. Unless a prior Official Zoning Map has been lost or has been totally destroyed, the prior map or any significant parts thereof remaining shall be preserved, together with all available records pertaining to its adoption or amendment, in the office of the City Clerk.

3.01.04. *Future land use map—Zoning district compatibility.* All development in the City shall be consistent with the Comprehensive Plan and the Future Land Use Map (FLUM). Each future land use category contains a set of zoning districts that may be permitted within its boundaries. No property shall be rezoned unless it is to a district that is compatible with the future land use designation of the site. The following table correlates individual zoning districts with the compatible future land use categories.

Table 3-1: Future Land Use Map/Zoning District Compatibility

FLUM Land Use Category	Zoning Districts Permitted
Low-Density Residential	SFR-2, SFR-3, SFR-4, SFR-5, EST-1, EST-2, DPX, and MPD
Residential	SFR-1, SFR-2, SFR-3, SFR-4, SFR-5, EST-1, EST-2, DPX, MFR-1, MFR-2, MHD, PSP, P&G, PRS, and MPD
Institutional	OFC-1, MPD, PSP, P&G, and PRS
Mixed Use	SFR-1, SFR-2, SFR-3, SFR-4, SFR-5, EST-1, EST-2, DPX, MFR-1, MFR-2, MHD, COM-1, COM-2, COM-3, OFC-1, OFC-2, IND-1, PSP, P&G, PRS, and MPD
Industrial	OFC-1, COM-2, COM-3, IND-1, IND-2, MPD, PSP, P&G, and PRS
Greenbelt	EST-1, EST-2, AGR, P&G, PSP, PRS, and MPD
Conservation	PRS
Development of Regional Impact	As approved by the Development of Regional Impact.
Master Planned Mixed Use	MPD

3.01.05. *Rules for interpretation of district boundaries.* Where uncertainty exists as to the boundaries of districts as shown on the City of Palm Coast Official Zoning Map, the following rules shall apply and shall be implemented by the Land Use Administrator:

A. Boundaries indicated as approximately following the centerlines of streets, highways, or alleys shall be construed to follow such centerlines.

B. Boundaries indicated as approximately following platted lot lines or parcel lines shall be construed as following such lot lines or parcel lines.

C. Boundaries indicated as approximately following City Limits shall be construed as following the City Limits.

D. Boundaries indicated as following railroad lines shall be construed to be midway between the rails of the main line.

E. Boundaries indicated as following shorelines shall be construed to follow the mean high water line, and in the event of change in the shoreline shall be construed as moving with the line.

F. Boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes, or other bodies of water shall be construed to follow such centerlines.

G. Boundaries indicated as parallel to or extensions of features indicated above shall be so construed.

H. Where physical features such as streets, railroad lines, rivers, streams and such, existing on the ground are at variance with those shown on the City of Palm Coast Official Zoning Map, or in other circumstances not covered above, the Land Use Administrator shall make a written interpretation of the district boundaries.

I. The Land Use Administrator may require that a professional survey be submitted prior to making a boundary determination.

3.01.06. *Uses not permitted in the city.* The following uses may be permitted by a super majority vote of the City Council subsequent to an affirmative or negative recommendation by the Planning and Land Development Regulation Board. This is due to their potential incompatibility with current development trends in the City, their potential deleterious effects upon the public health, safety, and welfare, and the potential likelihood that they will create nuisances and significant adverse impacts upon adjacent land uses. The list is not all-inclusive and other uses found by the Land Use Administrator to be similar in nature and character to the listed uses shall also require approval by the City Council in the aforementioned manner.

Asphalt Manufacturing Plants

Animal Feed Lots and Livestock Operations

Bottle Clubs

Bulk Fuel Depot or Oil Refineries

Data Centers

Deep Well Injection of Waste Products

Dog Farms

Hog and Poultry Farms

Incinerator Plants

Junkyards, Salvage Yards

Motor Vehicle Race Tracks

Paper and Pulp Mills

3.01.07. *Uses not listed in this chapter.* The listing of permitted principal uses, special exception uses, accessory uses and limited uses in a zoning district is not meant to be all-inclusive, nor is the list of uses that are not permitted intended to be all inclusive. Uses not specifically listed shall be reviewed by the Land Use Administrator to determine if the proposed use is similar in nature and character to others listed in the zoning district. The North American Industry Classification System manual, as amended, shall serve as a general guideline in making this determination. Based on the determination, the proposed use shall be classified in the same manner as those similar uses listed in terms of it being permitted as a principal, special exception, accessory, or limited use. The Land Use Administrator may also determine that other uses are not permitted on the basis that they are not similar in nature or character to the other uses listed in the zoning district. Determinations may be appealed in accordance with the appeal procedures established in Chapter 2.

(Ord. No. 2016-4 , § 2, 3-15-16)

Sec. 3.02. - Residential Zoning Districts.

3.02.01. *Purpose of districts.*

A. *Agriculture Zoning District (AGR).* The purpose of the Agriculture District is to provide areas for limited agricultural, farming, and silviculture uses. The development of detached single-family dwellings and accessory uses, including home occupations common to rural areas, is also permissible.

B. *Suburban and Rural Estate Zoning Districts (EST-1 and EST-2).* The purpose of the Estate Districts is to provide areas for detached single-family dwellings and accessory uses on estate-sized lots to create very low-density neighborhoods in suburban and rural areas.

C. *Single-Family Residential Zoning Districts (SFR-1, SFR-2, SFR-3, SFR-4, and SFR-5).* The purpose of the Single-Family Residential Districts is to provide areas for detached single-family dwellings and accessory uses in low to medium density residential neighborhoods.

D. *Duplex (DPX).* The purpose of the Duplex District is to provide areas for two-family residential structures, combined with single-family and attached homes, in medium-density residential neighborhoods.

E. *Multifamily Residential Zoning Districts (MFR-1 and MFR-2).* The purpose of the Multifamily Residential Districts is to provide areas for attached housing, and medium to high-density apartments or condominiums. These districts also provide opportunities for assisted living or nursing homes and townhouse development.

F. *Mobile Home Zoning District (MHD).* The purpose of the Mobile Home District is to provide areas for detached mobile or manufactured home dwellings in low to medium density manufactured/mobile home parks or master planned residential subdivisions.

3.02.02. *Residential Districts—Allowable Uses.* The following table contains a list of uses allowed in each district, and specifies if they are permitted by right (P) or if they require special exception approval (S) in accordance with Chapter 2. Uses permitted only as accessory to a principal use are noted with an (A). All uses marked with an (L) have additional limitations specific to that use listed in Chapter 4.

Table 3-2. Residential Zoning Districts—Use Table

USES	SFR-1	SFR-2	SFR-3	SFR 4 & 5	EST-1	EST-2	AGR	DPX	MFR 1 & 2	MHD	MPD [1]
RESIDENTIAL											
Adult Family Care Home	P	P	P	P	P	P	P	-	-	-	P
Assisted Living Facilities	-	-	-	-	-	-	-	-	P	-	P
Boarding and Rooming Houses	-	-	-	-	-	-	-	-	S	-	P
Cluster Development **(L)**	P	P	P	P	P	P	-	P	-	-	P
Community Residential Homes (1-6 persons) **(L)** [2]	P	P	P	P	P	P	P	P	P	P	P
Community Residential Homes (7-14 persons) **(L)** [2]	-	-	-	-	-	-	-	-	P	-	P
Duplex **(L)**	-	-	-	-	-	-	-	P	-	-	P
Family Child Day Care Home, Small	P	P	P	P	P	P	P	-	-	-	P
Family Child Day Care Home, Large	-	-	-	-	S	S	P	-	S	-	P
Farm Worker/Labor Housing	-	-	-	-	-	S	P	-	-	-	-
Mobile Home Parks **(L)**	-	-	-	-	-	-	-	-	-	P	-
Mobile / Manufactured Home Subdivision **(L)**	-	-	-	-	-	-	-	-	-	P	-
Multifamily Dwellings **(L)**	-	-	-	-	-	-	-	-	P	-	P
Neotraditional Development **(L)**	P	P	P	P	-	-	-	-	P	-	P

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Nursing Homes	-	-	-	-	-	-	-	-	P	-	P
Recovery Residence (1-10 persons) (L)	P	P	P	P	P	P	P	P	P	P	P
Recovery Residence (11-20 persons) (L)	-	-	-	-	-	-	-	-	S	-	P
Single-Family Detached Dwelling Units	P	P	P	P	P	P	P	P	-	-	P
Townhouses **(L)**	-	-	-	-	-	-	-	P	P	-	P
NONRESIDENTIAL											
Adult Day Care Centers	-	-	-	-	-	-	-	-	S	-	P
Agriculture, Silviculture, and Other **(L)**											
Agricultural Uses, bona fide uses (except feedlots)	-	-	-	-	-	S	P	-	-	-	-
Animal Husbandry	-	-	-	-	-	S	S	-	-	-	-
Aviaries	-	-	-	-	-	A	A	-	-	-	-
Crop Production	-	-	-	-	-	P	P	-	-	-	-
Equestrian Activities and Uses	-	-	-	-	-	P	P	-	-	-	P
Farm Animals (other than horses)	-	-	-	-	-	S	P	-	-	-	-
Forestry (Logging/Timber Tract Operations, plant nurseries)	-	-	-	-	-	-	P	-	-	-	-
Horses	-	-	-	-	P	P	P	-	-	-	P

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Silviculture	-	-	-	-	-	-	P		P	P	P
Sod Farms	-	-	-	-	-	-	P	-	-	-	-
Bed and Breakfast Inns	-	-	-	-	S	S	S	-	S	-	P
Cemeteries **(L)**	-	-	-	-	-	S	P	-	-	-	P
Child Day Care Centers	-	-	-	-	-	-	-	-	S	-	P
Home Based Businesses **(L)**	A	A	A	A	A	A	A	A	A	A	A
Kennels and Pet Boarding	-	-	-	-	-	-	P	-	-	-	P
Marina (Noncommercial) **(L)**	A	A	A	A	A	A	A	A	A	A	A
Marina (Commercial) **(L)**	S	S	S	S	S	S	S	S	S	S	P
Mining and Soil Extraction **(L)**	-	-	-	-	-	-	S	-	-	-	-
Public Parks and Recreational Facilities	P	P	P	P	P	P	P	P	P	P	P
Pump Stations and Well Sites	P	P	P	P	P	P	P	P	P	P	P
RV Parks and Camps **(L)**	-	-	-	-	-	-	S	-	-	-	P
Schools, Elementary and Secondary (public and private, including charter schools) **(L)**	P	P	P	P	P	P	P	P	P	P	P
Short-term Vacation Rental[3]	P	P	P	P	P	P	P	P	P	P	P
Veterinary Clinics and Services	-	-	-	-	-	S	P	-	-	-	P
Wholesale/Retail Fertilizer Sales	-	-	-	-	-	-	P	-	-	-	-
Wireless Communication Facilities **(L)**	L	L	L	L	L	L	L	L	L	L	L

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Footnotes for Table 3-2:

[1] Only if use is specifically mentioned within the MPD Development Agreement.

[2] Community Residential Homes are regulated by Florida Statute 419.001. Large Community Residential Homes having a number of residents between 7-14 are also subject to proximity regulations within the statute. Community Residential Homes due to the occupancy number of beds may have additional requirements under Florida Building Code comparatively to Single-Family Residential homes.

[3] Short-term Vacation Rentals are subject to the requirements of Chapter 17, Article V of the Code of Ordinances.

3.02.03. *Residential Districts—Dimensional Standards.* Section 3.03 and Section 3.04 establishes additional standards for selected residential districts. The following table contains the dimensional standards for the various uses allowed in each residential district:

Table 3-3: Residential Zoning Districts—Dimensional Standards

Standard	SFR-1	SFR-2	SFR-3	SFR-4	SFR-5	EST-1	EST-2	AGR	MHD	DPX	MFR-1	MFR-2
Minimum Lot Size	6,000 sq. ft.	7,500 sq. ft.	10,000 sq. ft.	12,000 sq. ft.	20,000 sq. ft.	1.0 acre [1]	2.5 acres [1]	5 acres [2]	4,000 sq. ft	9,000 sq. ft. [3]	2,500 sq. ft. [3]	2,500 sq. ft. [3]
Minimum Development Site Size	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1 acre	N/A	3 acres [4]	4 acres [4]
Minimum Lot Width [5]	50'	60'	80'	80'	100'	100'	150'	200'	40'	30'/80 [6]	25'/100' [6]	25'/100' [6]
Maximum Density (units per acre) [7]	7.0	5.0	4.0	3.0	2.0	1.0	0.4	0.2	8.0	8.0	8.0	12.0
Minimum Living Area (square feet)	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	600	800 [12]	650	650
Minimum Front Setback [8]	20'	20'	25'	25'	25'	25'	25'	50'	10'	25'	25'	25'
Minimum Rear Setback [8]	10'	6.5'	10'	15'	20'	25'	25'	50'	10'	10'	20'	20'
Minimum Rear Street Setback [8]	15'	15'	15'	15'	15'	20'	25'	25'	10'	15'	25'	25'
Minimum Interior Side Setback [8]	5' [9]	7.5'	7.5'	7.5'	10'	10'	15'	25'	5'	7.5' [9]	10' [9]	10' [9]

Minimum Street Side Setback [8]	15'	15'	20'	20'	20'	20'	25'	25'	10'	20'	20'	20'
Maximum Impervious Surface Ratio (ISR) [10]	0.75	0.75	0.70	0.70	0.50	0.50	0.50	0.25	0.70	0.70	0.70	0.70
Maximum Building Height [11]	35'	35'	35'	35'	35'	35'	35'	35'	35'	35'	50'	60'

Table 3-3 Footnotes:

[1] Residential lots in the EST-1 and EST-2 Districts shall have a contiguous upland area of at least 12,000 square feet. Residential lots utilizing well or septic systems shall have a contiguous upland area of at least one acre.

[2] Residential lots in the AGR District shall have a contiguous upland area of at least 20,000 square feet. Residential lots utilizing well or septic systems shall have a contiguous upland area of at least one acre.

[3] Minimum lot size 4,000 sq. ft. per lot for a legally divided duplex lot. Minimum lot size is shown for a townhouse lot in the MFR Districts.

[4] Minimum size for a manufactured/mobile home park in the MHD District and for multifamily development sites in the MFR-1 and MFR-2 Districts.

[5] Fifteen percent wider width required for corner lots. See Chapter 9 for subdivision design standards. In no event shall lot frontage on a street or access easement be less than 20 feet.

[6] Twenty-five-foot minimum lot width for townhouse lots; 100-foot minimum lot width for multifamily development sites. Thirty-foot minimum lot width per lot for a legally divided duplex lot. Eighty-foot minimum lot width for a detached single-family dwelling on a lot in the DPX District.

[7] See Section 3.05 regarding density calculation methodology.

[8] See Section 3.05 for setback determinations and setback requirements for multistory developments adjacent to residential zoning districts and wireless communication facilities and equipment compounds.

[9] The minimum interior side yard setback for townhouses shall be zero feet. Detached single-family dwellings in the existing subdivisions that were zoned for detached single-family dwellings in the former TWN District shall be zero feet on one side and a minimum distance of 15 feet between each dwelling unit.

[10] See Section 3.05 for ISR calculation methodology.

[11] See Subsection 3.04.04 for height restrictions within the Palm Coast Parkway Overlay Zone.

[12] The minimum living area requirement noted is per unit for a duplex. A single-family dwelling on a duplex lot must meet a minimum requirement of 1,200 square feet for living area.

(Ord. No. 2009-26, § 10, 12-15-09; Ord. No. 2015-9 , § 3, 8-4-15; Ord. No. 2018-02 , § 3, 2-6-18)

Sec. 3.03. - Nonresidential and Mixed Use Zoning Districts.

3.03.01. *Purpose of districts.*

A. *Neighborhood, General, and High Intensity Commercial Zoning Districts (COM-1, COM-2, and COM-3)*

1. The purpose of the COM-1 (Neighborhood Commercial) District is to provide areas for limited commercial and office uses developed at a neighborhood scale to meet the day-to-day retail and service needs of nearby residents.

2. The purpose of the COM-2 (General Commercial) District is to provide areas for general commercial and office uses to meet the community-wide demand for retail, services, business, and employment opportunities.

3. The purpose of the COM-3 (High Intensity Commercial) District is to provide areas for the most intensive commercial uses including, but not limited to, those that focus on automobile sales and service, outdoor storage, and heavy traffic.

B. *Limited and General Office Zoning Districts (OFC-1 and OFC-2).*

1. The purpose of the OFC-1 (Limited Office) District is to provide areas for limited office development. This district is primarily intended to provide office support to larger institutional uses, such as medical offices surrounding hospitals. This district also allows for limited service and retail uses to meet the needs of office workers.

2. The purpose of the OFC-2 (General Office) District is to provide areas for various types of office uses, such as office parks, corporations, and other business and employment centers. This district also permits limited service and retail uses to meet the needs of office workers.

C. *Master Planned Development Zoning District (MPD).* The purpose of the Master Planned Development District is to provide areas where a variety of uses are mixed together in master planned developments and communities. This district utilizes cohesive architectural themes and emphasizes accessibility for pedestrians and bicyclists. Regulations for this district are intended to promote flexibility and creative land use planning and design concepts. The Master Planned Development District replaces the Village Center (VGC-1 and VGC-2), Golf Course Community (GCC), Planned Unit Development (PUD), and Planned Rural Development (PRD) zoning districts. Projects developed or approved within these former districts are bound to their respective Development Agreements and the uses that were formerly allowed in those districts; however, substantial revisions to a Development Agreement, as described in Subsection 2.09.07, will require an application under the terms and procedures of the Master Planned Development District and/or a rezoning. Subsection 3.03.04 establishes the development standards for the Master Planned Development District.

D. *Light and Heavy Industrial Zoning Districts (IND-1 and IND-2).*

1. The purpose of the IND-1 (Light and Warehousing Industrial) District is to provide areas for restricted industrial and warehouse uses of low to moderate intensities with minimal potential for off-site impacts. This district utilizes performance standards to ensure that impacts are controlled.

2. The purpose of the IND-2 (Heavy Industrial) District is to permit a wide range of intensive industrial uses, which include, but are not limited to, those that are major users of water, produce greater amounts of hazardous and regulated waste, storage of significant amounts of chemicals, produce air emissions, or substantially impact the landscape through mining and soil extraction. This district utilizes performance standards to ensure that impacts are controlled to protect the public health, safety, and welfare.

E. *Public/Semipublic Zoning District (PSP).* The purpose of the Public/Semipublic District is to provide areas for government owned facilities, religious institutions, civic buildings, community

club facilities, educational/vocational facilities, nonprofit organization facilities, and essential public services including, but not limited to, transit facilities, water and sewer utility plants and related facilities, and electrical power substations.

F. *Parks and Greenways Zoning District (P&G).* The purpose of the Parks and Greenways District is to provide areas for various parks including active recreational facilities as well as passive open spaces that provide for recreational opportunities. This district also includes areas for historical sites, outdoor museums, golf courses, driving ranges, and associated facilities.

G. *Preservation (PRS).* The purpose of the Preservation District is to provide for the protection of valuable and unique natural resource areas. This district allows minimal development for the purpose of providing public accessibility and basic facilities only.

3.03.02. *Nonresidential and Mixed Use Districts—Allowable Uses.* The following table contains a list of uses allowed in each district, and specifies if they are permitted by right (P) or if they require special exception approval (S) in accordance with Chapter 2. Uses permitted only as accessory to a principal use are noted with an (A). All uses marked with an (L) have additional limitations specific to that use listed in Chapter 4.

Table 3-4. Nonresidential and Mixed Use Zoning Districts—Use Table

Specific Use Type	**COM-1**	**COM-2**	**COM-3**	**OFC-1**	**OFC-2**	**IND-1**	**IND-2**	**PSP**	**P & G**	**PRS**	**MPD**[1]
Civic, Nonprofit and Institutional											
Civic Uses: town hall, libraries, museums	P	P	P	P	P	S	-	P	-	-	P
Civic Uses: police, fire, postal service	P	P	P	P	P	P	S	P	-	-	P
Civic Clubs and Fraternal Organizations (L)	P	P	P	P	P	-	-	P	-	-	P
Hospice Services	S	P	P	S	P	-	-	P	-	-	P
Hospitals	-	P	P	-	P	-	-	P	-	-	P
Houses of Worship/Religious Institutions (L)	P	P	P	P	P	-	-	P	-	-	P
Nonprofit Organizations, (e.g., Humane Societies) (L)	P	P	P	P	P	-	-	P	-	-	P

Eating, Drinking and Entertainment											
Adult-Oriented Businesses (L)	-	-	-	-	-	-	P	-	-	-	-
Drinking Establishments (without outdoor entertainment) (L)	-	P	P	-	-	-	-	-	-	-	P
Drinking Establishments (with outdoor entertainment) (L)	-	S	P	-	-	-	-	-	-	-	P
Beer, Wine, and Liquor Stores (L)	P	P	P	P	P	-	-	-	-	-	P
Cafeterias, Coffee and Donut Shops, Snack Bars, Sandwich Shops, Delicatessens, Bakeries	P	P	P	P	P	S	-	P	-	-	P
Microbreweries, Micro Distilleries (L)	-	S	P	-	-	P	-	-	-	-	P
Mobile Food Dispensing Vehicle or Temporary Commercial Kitchens (L)	A	PA	PA	-	-	PA	-	A	A	-	PA
Performing Arts Facilities (e.g. dinner theaters)	S	P	P	-	-	-	-	P	-	-	P
Pizza Delivery Establishments and Takeout Places	P	P	P	P	P	S	-	-	-	-	P
Restaurants, Fast Food (L)	-	P	P	-	-	-	-	-	-	-	P
Restaurants, Sit-Down	P	P	P	P	P	-	-	-	-	-	P
Educational Facilities											
Elementary/Secondary Schools (public and private) (L)	P	P	P	P	P	-	-	P	-	-	P

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Colleges/Universities	S	S	P	S	P	-	-	P	-	-	P
Industrial Uses (L)											
Manufacturing, Heavy (L)	-	-	-	-	-	S	P	-	-	-	P
Manufacturing, Light (L)	-	-	-	-	-	P	P	-	-	-	P
Material Recovery Facilities (e.g. recycling centers)	-	-	-	-	-	P	P	-	-	-	P
Mining and Soil Extraction (L)	-	-	-	-	-	-	S	-	-	-	-
Laboratories											
Medical and Diagnostic Laboratories	S	P	P	P	P	P	-	-	-	-	P
Dental Labs	P	P	P	P	P	-	-	-	-	-	P
Multiuse Building (L)	P	P	S	P	P	-	-	-	-	-	P
Office, Medical and Professional											
Banks and Credit Unions	P	P	P	P	P	-	-	-	-	-	P
Building Contractors	-	S	P	S	P	P	-	-	-	-	P
Mail Order Facilities	P	P	P	P	P	P	-	-	-	-	P
Medical and Professional Offices	P	P	P	P	P	-	-	-	-	-	P
Outpatient Care Facilities	P	P	P	P	P	-	-	-	-	-	P
Pharmacies [2]	-	P	P	P	P	-	-	-	-	-	P
Scientific and Technical (e.g. architects, engineers, design, programming, and consulting)	P	P	P	P	P	S	-	-	-	-	P

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Temporary Employment Agencies and Management Services	P	P	P	P	P	-	-	-	-	-	P
Veterinarians (without kennels/post-operative care only)	P	P	P	P	P	-	-	-	-	-	P
Recreation and Tourism											
Bed and Breakfast Inns	P	P	P	-	-	-	-	-	-	-	P
Electronic Game Promotion Establishments	-	S	P	-	-	-	-	-	-	-	P
Golf Courses, Driving Ranges, and Country Clubs	-	-	-	-	-	-	-	-	P	-	P
Hotels	-	P	P	P	P	-	-	-	-	-	P
Marinas (Commercial) (L)	P	P	P	P	P	P	P	P	S	-	P
Motels	-	P	P	-	-	-	-	-	-	-	P
Public Parks and Recreation Facilities	P	S	S	S	S	S	S	P	-	P	P
Recreation, Indoor	P	P	P	-	-	-	-	-	-	-	P
Recreation, Outdoor	-	S	P	-	-	-	-	P	P	S	P
RV Parks and Camps (L)	-	-	-	-	-	-	-	-	P	-	P
Shooting and Target Ranges (indoor)	-	-	S	-	-	P	-	-	-	-	P
Stadiums and Athletic/Sports Arenas	-	-	P	-	-	-	-	P	-	-	P
Residential											

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Assisted Living Facilities, Nursing Homes	P	P	P	P	P	-	-	P	-	-	P
Caretaker's Dwellings	-	S	S	-	S	S	S	S	S	S	P
Community Residential Homes (7 to 14 residents)	-	-	-	-	-	-	-	-	-	-	P
On-site dwelling units for agents or employees of principal use.	-	-	-	-	S	-	-	S	S	S	P
Dormitories	S	S	S	-	-	-	-	S	-	-	P
Live Local Mixed-Use Residential Developments[4]	P	P	P	P	P	P	P	P	-	-	P
Retail Sales and Services											
Art Dealers	-	P	P	P	P	-	-	-	-	-	P
Automotive Parts (e.g. accessories and tires)	-	S	P	-	-	P	-	-	-	-	P
Building Material Stores (paint, hardware)	P	P	P	-	-	P	-	-	-	-	P
Clothing and Accessory Stores (e.g. shoes and luggage)	P	P	P	S	P	-	-	-	-	-	P
Retail (L)	P	P	P	-	-	-	-	-	-	-	P
Florists	P	P	P	P	P	-	-	-	-	-	P
Food and Beverage Stores (supermarkets and specialty foods)	P	P	P	P	P	-	-	-	-	-	P
Furniture and Home Furnishings Stores	P	P	P	-	P	P	-	-	-	-	P

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Home Improvement Centers	-	P	P	-	-	P	-	-	-	-	P
Large-Scale Retail Centers (L)	-	P	P	-	-	-	-	-	-	-	P
Lawn and Garden Equipment and Supplies Stores	P	P	P	-	-	P	-	-	-	-	P
Model Home Centers (L)	P	P	P	P	P	-	-	-	-	-	P
Pet (domestic) Stores	P	P	P	-	-	-	-	-	-	-	P
Plant Nurseries	P	P	P	-	-	-	-	-	-	-	P
Photo Finishing	P	P	P	P	P	-	-	-	-	-	P
Small Box Discount Stores [3]	-	P	P	-	-	-	-	-	-	-	P
Sporting Goods, Hobby, Book and Music Stores	P	P	P	P	P	-	-	-	-	-	P
Used Merchandise Stores	S	P	P	-	-	-	-	-	-	-	P
Service, Business											
Printing and Publishing	S	P	P	S	P	P	S	-	-	-	P
All other business services	P	P	P	P	P	P	P	-	-	-	P
Service, Personal											
Adult Day Care Centers	P	P	P	P	P	-	-	-	-	-	P
Bail Bonding	-	S	P	-	-	-	-	-	-	-	P
Child Day Care Centers	P	P	P	P	P	-	-	-	-	-	P
Funeral Homes	S	P	P	S	P	-	-	-	-	-	P

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Tarot Card, Psychic, and Palm Readings	-	S	P	-	-	-	-	-	-	-	P
Tattooing, Body Piercing, and other Body Art	-	P	P	-	-	-	-	-	-	-	P
All other personal service uses	P	P	P	P	P	P	-	-	-	-	P
Service, Major											
Data Centers	-	-	-	-	-	-	-	-	-	-	-
Heavy Construction and Land Excavation Contractors	-	-	-	-	-	P	P	-	-	-	P
Kennels and Animal Boarding	-	S	P	-	-	P	-	-	-	-	P
Landscaping Services	P	P	P	-	-	P	S	-	-	-	P
Machine Shops and Tool and Die	-	-	-	-	-	P	P	-	-	-	P
Repair Services for Commercial and Industrial Machinery and Equipment	-	S	P	-	-	P	P	-	-	-	P
Truck Stops	-	-	S	-	-	P	P	-	-	-	P
Training Facilities											
Automobile Driver Schools	P	P	P	P	P	-	-	P	-	-	P
Technical/Trade Schools	P	P	P	P	P	P	S	P	-	-	P
Trucks and Heavy Equipment Driving Schools	-	-	P	-	-	P	P	P	-	-	P
Utilities and Public Works											
Dredge Spoil Disposal	-	-	-	-	-	-	-	S	-	-	-

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Landfills (for nonhazardous, organic debris or construction debris only)	-	-	-	-	-	-	-	S	-	-	-
LP Gas Dealer and Bulk Storage	-	S	P	-	-	P	S	-	-	-	P
Municipal Pump Stations and Well Sites	P	P	P	P	P	P	P	P	P	S	P
Park and Ride Facilities	-	-	-	-	-	-	-	P	-	-	P
Power Generation and Distribution (electric and gas) Facilities	-	S	S	S	S	P	P	P	-	-	P
Public Works Facilities	-	-	-	-	-	P	P	P	-	-	P
Passenger Transit or Rail Stations	P	P	P	P	P	P	P	P	-	-	P
Vertiports for VTOL and eVTOL aircraft[5]	-	P	P	-	P	P	P	P	-	-	P
Solid Waste Transfer Stations	-	-	-	-	-	-	S	S	-	-	P
Wastewater Treatment Facilities	-	-	-	-	-	-	-	S	-	-	P
Water Supply Plants	-	-	-	-	-	-	-	S	-	-	P
Wireless Communication Facilities (L)	L	L	L	L	L	L	L	L	L	L	L
Vehicle Sales, Rental, Service, and Repair											
Automotive, Recreational Vehicle, and Boat Dealers	-	S	P	-	-	P	-	-	-	-	P
Car Washes	-	S	P	-	-	-	-	-	-	-	P

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Commercial & Industrial Machinery & Equipment Rental and Leasing	-	S	P	-	-	P	P	-	-	-	P
Convenience Stores with Fueling Facilities (L)	P [3]	P	P	-	-	-	-	-	-	-	P
Motor Vehicle Towing Services	-	-	S	-	-	P	P	-	-	-	P
Motorcycle Dealers	-	P	P	-	-	P	-	-	-	-	P
Quick Lubrication or Tire Replacement Shop	-	P	P	-	-	P	-	-	-	-	P
Service Stations	P	P	P	-	-	P	-	-	-	-	P
Taxi and Limousine Services	P	P	P	-	-	-	-	-	-	-	P
Vehicle Rental/Leasing	-	S	P	-	-	P	-	-	-	-	P
Vehicle Repair	-	S	P	-	-	P	-	-	-	-	P
Warehousing											
Miniwarehouses, Office Warehouses and Self-Storage	-	S	P	-	-	P	-	-	-	-	P
Warehouse/Distribution Facilities (≥50,000 sq ft)	-	-	S	-	-	P	P	-	-	-	P
Warehouse/Distribution Facilities (<50,000 sq ft)	-	S	P	-	-	P	P	-	-	-	P

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Footnotes for Table 3-4:

[1] Only if use is specifically mentioned within the MPD Development Agreement.

[2] A medical marijuana treatment center dispensing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school. F.S. § 381.986 .

[3] If subject property is within 500 feet of any residential property, a special exception for the use is required in accordance with Section 2.07—Special Exceptions.

[4] New developments pursuant to the Live Local Act shall be authorized in accordance with Section 4.23, until the sunset of the Live Local Act on October 1, 2033, or as amended. Live Local Act developments shall be considered conforming after the sunset of the Act, as long as they maintain their affordability compliance as outlined in Section 4.23.

[5] Vertical Takeoff and Landing (VTOL) and Electronic Vertical Takeoff and Landing (eVTOL) aircraft takeoff and landing sites are known as vertiports. The locational siting and design of vertiports are subject to meeting requirements established by FDOT and the FAA, as amended. The operations for said aircraft shall meet any adopted FDOT or FAA regulations, as amended.

[6] Data Centers require a super-majority vote of the City Council pursuant to Section 3.01.06. In the event that the City Council approves a Data Center, it shall require a closed-loop cooling system, be limited to a zoning district of IND-1 or IND-2, and subject to meeting the Industrial Use Performance Standards of Section 4.14.02.

3.03.03. *Nonresidential and Mixed Use Districts—Dimensional Standards.* The following table contains the dimensional standards for the various uses allowed in each nonresidential and mixed use district. The following subsections contain additional standards for the various nonresidential mixed use districts.

Table 3-5. Nonresidential and Mixed Use Zoning Districts—Dimensional Standards

Zoning District Standard	COM-1	COM-2	COM-3	OFC-1	OFC-2	PSP	IND-1	IND-2	P&G	PRS	MPD
Minimum Lot Size	20,000 sq. ft.	20,000 sq. ft.	30,000 sq. ft.	15,000 sq. ft.	20,000 sq. ft.	20,000 sq. ft.	20,000 sq. ft.	1 acre	N/A	N/A	N/A
Minimum Lot Width [1]	100'	100'	100'	100'	100'	100'	100'	150'	N/A	N/A	N/A
Maximum Impervious Surface Ratio (ISR)	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.65	0.20	0.05	N/A [2]
Maximum Floor Area Ratio (FAR)	0.30 [3]	0.40	0.50	0.40	0.40	0.30	0.35	0.35	0.10	N/A	0.55
Maximum Building Height [4]	50'	100'	75'	75'	100'	100'	65'	65'	35'	35'	100'
Interior Side and Rear Setbacks [5]	10'	10' [6]	10' [6]	10'	10'	10'	10'	15'	5'	5'	N/A
Minimum Building Setbacks from Streets:											
Arterial/Collector Road [7]	25'	25'	25'	25'	25'	25'	25'	35'	35'	35'	N/A
Local Road	20'	20'	20'	20'	20'	20'	25'	35'	10'	10'	N/A

Footnotes for Table 3-5:

[1] In no event shall the lot frontage on a street or access easement be less than 20 feet.

[2] See Subsection 3.03.04 for open space requirements.

[3] The gross floor area of a neighborhood shopping center shall not exceed 50,000 square feet.

[4] See Subsection 3.04.04 for height restrictions within the Palm Coast Parkway Overlay Zone. Additional height is permitted for appurtenances in the IND-2 District, as required by federal and state regulatory agencies. See Chapter 13 for additional restrictions on building height that may be applicable.

[5] See Section 3.05 for setback determinations and setback requirements for multistory developments adjacent to residential zoning districts and wireless communication facilities and equipment compounds. Fifteen percent wider width required for corner lots. See Chapter 9 for subdivision design standards. In no event shall lot frontage on a street or access easement be less than 20 feet. Minimum setback requirement is 25 feet when abutting the SFR, DPX, EST, AGR, PRS, and P&G Districts.

[6] A zero-foot interior side setback is permitted for a large-scale retail center with an approved master plan.

[7] Building abutting any specific arterial or collector road listed in Table 11-5 of Chapter 11 require a 35-foot setback to accommodate the landscape buffer.

3.03.04. *Master Planned Development (MPD) Zoning District Development Standards.* Requesting a rezoning to the Master Planned Development District is a voluntary process commenced by an applicant proposing a master plan for a unique, individually planned development which would not otherwise be permitted in any of the zoning districts established by this chapter. An application for rezoning to a Master Planned Development District shall show that the planned development will produce a functional, enduring, and desirable environment, with no significant adverse impacts to adjacent properties.

A. *Purpose.* The purpose of the Master Planned Development District is to provide opportunities for innovative planning and design. Although greater flexibility is given within this district, procedures are established in this subsection to ensure that master planned developments are consistent with sound and generally accepted land development practices and that added benefit is accrued to the community. Approval of a Master Planned Development Agreement will be based on the finding that the submittal results in one or more of the following:

1. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the master planned development zoning approval; and/or
2. Long-term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the master planned development zoning approval.

B. *Intent.* The intent of the Master Planned Development District is to:

1. Encourage efficient land development through the use of innovative land use planning.
2. Encourage a more compatible and harmonious development of contiguous lands.
3. Permit the combining and coordinating of architectural styles, building forms, and building relationships within a development.
4. Provide for the planning, review, and approval of one or a combination of residential, commercial, industrial, recreational, and public land uses and structures that results in an organized development.

5. Minimize infrastructure costs through a more efficient arrangement of structures, utilities, on-site circulation, ingress, and egress than is permitted under conventional zoning and subdivision regulations.

6. Preserve to the greatest extent feasible environmental assets and natural amenities such as scenic and functional open space areas.

7. Establish specific limitations and requirements in excess of those included in other zoning districts, based on the unique characteristics of the individual site, where necessary for the protection of the public health, safety, or welfare, or for the protection or preservation of lands either internal or external to the planned development.

C. *General requirements.*

1. *Comprehensive plan consistency.* The master planned development shall be consistent with the Comprehensive Plan. A Master Planned Development District is allowed within all Comprehensive Plan Future Land Use Map categories.

2. *Other ordinances.* All building and housing codes of the City are applicable to the Master Planned Development District; however, requirements for dimensional standards, parking, open space, and other land use regulations established in the master planned development plan may differ from those specific to the zoning district in which the development is located to achieve a higher level of quality. Special exceptions and variances are, therefore, not applicable to master planned development plans.

D. *Permitted uses, densities, and intensities.* All principal and accessory uses permitted within the Master Planned Development District, as provided for in Tables 3-2 and 3-4, noting that these uses are not meant to be exclusive, uses not listed in this chapter pursuant to Section 3.01.07 may be requested. All uses requested within a Master Planned Development District are subject to approval by the City Council based on consistency with the Comprehensive Plan and compatibility with the surrounding areas. The maximum gross residential density or nonresidential intensity permitted within any proposed master planned development shall not exceed the density or intensity permitted within the Comprehensive Plan Future Land Use Map category where the particular master planned development is proposed.

E. *Development standards.* All development standards including, but not limited to, lot sizes, setbacks, lot coverage, building height, lighting, architecture, landscaping, recreation, and open space shall be specified in the Master Planned Development agreement.

F. *Compatibility standards.* In order to ensure compatibility of the master planned development the following shall apply whenever the proposed development abuts a single-family detached residentially zoned development:

1. Residential lot arrangement at the master planned development property line(s), including width, depth, and area shall be consistent with the average width, depth, and area of the abutting existing neighborhood with a variation of no more than 25 percent less than the average;

2. Residential and nonresidential building height adjacent to residential zoning districts shall comply with the requirements of Chapter 13.

3. Nonresidential delivery and loading areas, dumpsters, and mechanical equipment shall be located away from property lines abutting residential areas.

4. Development shall be generally consistent with the Architectural Design Regulations contained in Chapter 13.

G. *Perimeter buffer requirement.* Whenever a master planned development abuts existing developments with lower density or intensity land uses, the City Council may impose perimeter buffer requirements in excess of the minimum requirements established in Chapter 11 in order to protect the privacy of existing adjoining uses including, but not limited to:

1. Structures, buildings, and streets located at the perimeter of the development shall be permanently screened in a manner that sufficiently protects the privacy and amenities of the adjacent existing uses.

2. Increased setbacks from the perimeter line may be imposed to protect privacy of adjacent existing uses.

H. *Vehicular and pedestrian access and parking.* The master planned development shall be designed in a way that integrates pedestrian, bicycle, and vehicular traffic circulation systems into the surrounding community. The development shall provide for safe and convenient access to public uses, common areas, and other community services, facilities, and activities located both within the proposed development and beyond its boundaries.

1. All uses within the master planned development shall have access to a public street either directly or indirectly via a private approach road, pedestrian way, court, or other area dedicated by a common easement guaranteeing access. Permitted uses are not necessarily required to front on a dedicated road. The City shall be allowed access on privately owned roadways, easements, and common open space to ensure the police and fire protection of the area, to meet emergency needs, to conduct City services and services of exclusive franchises, and to generally ensure the health and safety of the residents of the master planned development.

2. Vehicular access from individual lots or dwelling units onto arterial or collector streets within or adjacent to the development is discouraged.

3. Adequate parking and loading shall be provided in general conformance with regulations established in Chapter 5. However, the minimum number of parking spaces required may be modified, based on evidence that other standards would be more reasonable. A decision to reduce the number of parking spaces shall be based on technical information provided by a qualified consultant that verifies the reduction will not impair the functioning of the development or adjacent developments.

I. *Open space requirement.* A master planned development shall give priority to preservation and interconnection of wildlife corridors and wildlife preservation areas, including below grade crossings, if necessary. Open space should, to the maximum extent possible, preserve the most important environmental features on the site in their natural state or restrict these areas for passive outdoor recreational purposes only.

Master planned developments within a Development of Regional Impact are exempt from the open space requirements of this section, provided that the master planned development must comply and be consistent with the development of regional impact development order.

1. *Minimum required open space.* A master planned development shall be required to provide open space totaling 40 percent of its gross area. For a development with residential uses, at least 25 percent of the total required open space shall be common areas accessible to the public. Additional open space shall be, where possible, located and designed to achieve the following:

   a. Provide areas for informal recreation and pathways;

   b. Connect to adjacent open space, parks, bike paths, or pedestrian paths;

   c. Provide natural greenbelts along roadways; and

   d. Buffer adjacent land uses where appropriate.

2. *Open space requirement flexibility.* As an alternative to meeting the open space percentage noted above, an applicant may propose alternative solutions such as, but not limited to, green building principles, land donation, or other mechanisms that would justify the lower percentage.

3. *Permitted uses of open space.* For the purpose of this section, open space does not equate to pervious areas. Therefore, the following uses as permitted within the required open space area:

   a. Pervious areas including, but not limited to, conservation of natural, archeological, and historical resources; and woodlands, wetlands, ponds, lakes, wildlife corridors, landscape, and similar environmental or conservation-oriented areas.

   b. Walking or bicycling trails or paths paved with pervious or semipervious materials.

   c. Passive recreation areas such as playgrounds which meet the following standards:

      (1) Such areas do not exceed ten percent of the required open space; and

      (2) Such areas are located outside any conservation areas that include wetlands that qualify as moderate and optimal in Chapter 10.

   d. Easements for drainage and underground utility lines.

   e. Stormwater retention and detention ponds.

   f. Golf courses, disc golf, or similar open field based recreational areas.

4. *Prohibited uses of open space.*

   a. Roads and parking lots.

   b. Buildings, structures, and other impervious surfaces, except as necessary for residential walkways connecting to public sidewalks.

5. *Common open space and improvements.* All common open space, as well as public and recreation facilities shall be specifically included in the development plan and Master Planned Development Agreement.

   a. Common improvements associated with residential uses, including private or public parks, pools, recreation centers, or other facilities shall be constructed in conjunction with residential dwellings. Such facilities shall be completed at a rate equal to that which is capable of serving the number of completed residential units in the master planned development. Therefore, recreational facilities must be permitted and under construction prior to the issuance of the 25th permit of the units for which the improvements are intended.

   b. Public improvements must be backed by performance bonds issued to the City in a form and quantity acceptable to the Land Use Administrator. The Land Use Administrator must approve the bond prior to the issuance of the first residential permit.

   c. Improvements may be completed in phases as long as the capacity of the improvement is capable of serving the associated phase of development.

6. *Conveyance and preservation of open space.* Open space shall be preserved in perpetuity based upon the type of space and the user, as follows:

   a. Common open space, proposed for use of the master planned development owners and residents, shall be conveyed to a homeowners association or to a nonprofit organization whose principal purpose is the conservation of open space, to a corporation or trust owned or to be owned by the owners of the lots or dwelling units within the residential cluster development, or to owners of shares within a cooperative development. If such a corporation or trust is used, ownership shall pass with the conveyances of the lots or dwelling units. The conveyance shall be recommended to the City Council by the Planning and Land Development Regulation Board and shall be in a form approved by the City Attorney.

b. Open space associated with natural features including, but not limited to, wetlands and other environmentally sensitive areas shall be preserved in perpetuity via a conservation easement on a form approved by the City that shall be recorded with the Flagler County Clerk.

7. *Maintenance of common areas, stormwater conveyance system, and open space.* Homeowners or Property Owners Association Bylaws shall be required for a master planned development project and shall identify the party(ies) or person(s) responsible for maintaining the common areas, stormwater conveyance system, and open space, including multiuse trails open to the public.

J. *Existing golf course communities.* Existing golf courses communities located within the former Golf Course Community (GCC) District seeking to add residential units must comply with the standards established for the Master Planned Development District. In addition, the development shall utilize the following guidelines in order to minimize adverse impacts on any abutting single-family residentially zoned areas.

1. Existing direct golf course views from the rear yards of all existing, platted lots located within any residentially zoned districts directly abutting the site shall be maintained. Peripheral (i.e. side) views from these existing rear yards may be impacted by new development and new development may be visible from existing development.

2. Existing golf course views from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical.

3. Multifamily uses shall be surrounded by fairways, clubhouse, and/or other golf course facilities to buffer single-family areas within the same development. The multifamily uses shall not be located within 150 feet from any existing, platted lots located within a residentially zoned area.

K. *Master planned development review and approval process.* The application for a master planned development and the rezoning, along with the required Master Planned Development Agreement, shall be submitted and approved in conformance with Chapter 2.

(Ord. No. 2009-26, §§ 11, 12, 12-15-09; Ord. No. 2012-3, § 2(Exh. 1), 5-1-12; Ord. No. 2015-08 , § 2, 7-21-15; Ord. No. 2015-9 , §§ 2, 4, 8-4-15; Ord. No. 2017-19 , § 3, 10-17-17; Ord. No. 2018-02 , § 4, 2-6-18; Ord. No. 2020-09 , § 2, 8-18-20)

Sec. 3.04. - Overlay Zones.

3.04.01. *Purpose and intent.* The intent of this section is to establish certain overlay zones within which special development restrictions are imposed. The land uses permitted within the underlying zoning districts remain undisturbed by the creation of the overlay zone.

3.04.02. *Wetland Probability zone.*

A. *Purpose.* The purpose of the wetland probability zone is to designate areas within the City containing significant wetland areas. The wetland probability zone is synonymous with the previous name wetland overlay zone.

B. *Delineation of wetland probability zone boundaries.* The wetland probability zone boundaries delineate areas in which aerial maps, the Future Land Use Map, or other sources of conceptual wetland mapping information indicate that the subject parcel or lot appears to meet at least one of the following conditions:

1. More than 50 percent of the land area within the parcel or lot contains wetlands as defined and protected under Chapter 10.

2. The parcel or lot contains wetlands that are part of a protected environmental or resource corridor or an integrated, non-isolated wetland system.

3. The location of the wetlands on the parcel or lot is situated in such a manner that the property's future development may be substantially restricted.

C. *Restrictions to future development within a wetland probability zone.* Although the wetland probability zone designation is an indication that a property's future development may be restricted due to the presence of wetlands, the designation itself does not entail any specific development regulations. Upon determination of the jurisdictional wetlands boundary by the St. Johns River Water Management District or other government designated entities and the application of Chapter 10, the parcel or lot is permitted to develop in accordance with the prescribed standards of its zoning district.

D. *Preserved wetland areas.* Preserved wetland areas may be used on a parcel or lot to meet setback requirements, to provide credit toward meeting landscape requirements, and to provide pervious area. Twenty-five percent of preserved wetland areas may count in the gross acreage used to calculate residential density in accordance with Section 3.05.

E. *Wetlands impacts.* The wetland probability zone designation neither precludes impacts to wetlands nor does it provide justification for wetland impacts. Chapter 10 contains the City's regulations regarding wetland impacts.

3.04.03. *Gateway Overlay Zone.*

A. *Purpose.* The purpose of the gateway overlay zone is to establish provisions that enable development of a unique hub located within the City's State Road 100 Community Redevelopment Area. This shall be accomplished by implementation of land development criteria promoting redevelopment that provides consistent landscape and architectural standards compatible with the approved Town Center Development of Regional Impact. At the same time, the City recognizes that there are existing uses, both nonresidential and residential, within the gateway overlay zone that need to remain as viable properties during the interim period before redevelopment can occur. The gateway overlay zone is intended to:

1. Ensure the roadways develop into a cohesive, scenic gateway;

2. Provide uniform design standards to establish high quality development;

3. Prevent disjointed, disorganized development caused by unplanned and uncoordinated uses, buildings, and structures; and

4. Maintain and enhance property values.

B. *Description of district.* The boundary of the gateway overlay zone is delineated on the Official Zoning Map and is generally described as being bounded on the west by Bulldog Drive, on the north by the northerly property lines of the Midway Park First Addition Subdivision and southeasterly to the northern lot lines of Whispering Pines Subdivision; on the east by the east lot lines of Whispering Pines Subdivision; and on the south by the northerly right-of-way line of State Road 100.

C. *Site planning guidelines.* Site design shall specifically address the creation of an attractive, safe, and functional urban environment. The requirements contained in Chapter 13 relating to general architectural design shall apply to lands within this overlay zone as well as the following guidelines, which are unique to this zone.

1. *Building design, layout, and orientation.*

a. Buildings shall be organized to create or strengthen view corridors to significant natural or man-made features.

b. Building siting and orientation shall create a healthier pedestrian environment designed within the existing urban framework and linked to outdoor spaces including parks, plazas, and walkways.

c. When two or more buildings are proposed on a single lot of record, the primary building shall be oriented to face the public right-of-way.

d. Buildings shall be oriented to maximize pedestrian access and views of significant natural or man-made features, even if there is a primary façade on the public right-of-way.

e. Building orientation and massing should relate to nearby buildings and to the urban context, with off-street parking areas located to the sides and rear of the site.

f. In order to provide a unified design with the main structure and enhance the visual impact of outparcels on a site, all exterior façades of the outparcel buildings shall be considered primary façades and shall employ architectural and landscape design treatments similar to or compatible with the primary building and anchor tenant.

g. Secondary building entrances shall be considered when parking is located to the rear of the building to provide direct service and customer access to the store from parking areas as well as improve circulation between the parking lots and the street. Architectural embellishments, awnings, landscaping, and directional signage shall be used to mark the secondary entrance, and the design and building materials of the rear of the building shall be consistent with the front facade.

h. Corporate building design that is typically read as signage or branding is discouraged.

2. *Vehicular and pedestrian access and parking.*

a. Vehicular connection between the buildings, including the main structures and outparcels, is required to provide for safe and convenient vehicular movement within the site.

b. Interconnection of pedestrian walkways with the main structure and adjacent outparcels is required. Pedestrian walkways that are incorporated into parking areas or roadways shall be distinguished as such through the use of different materials.

c. The site plan shall be integrated with adjacent parcels to provide a logical, safe, and harmonious system of roadways and interconnecting bike paths and sidewalks.

d. Parking areas shall be designed to avoid the appearance of a large expanse of pavement, and shall be conducive to safe pedestrian access and circulation.

e. Joint or shared parking and cross-access are encouraged to create physical and visual linkages and to create more developable areas for commercial, institutional, and amenity uses.

3. *Maintenance and service areas.*

a. All maintenance and service areas shall be located in the rear of the buildings or, if a rear location is not possible, such areas shall be screened from public view.

b. Efficient access shall be provided to service drops and maintenance or trash collection areas.

D. *Building design.*

1. Building height shall not exceed 45 feet.

2. Buildings shall have architectural features and patterns that provide visual interest from the perspective of pedestrians and motorists. Buildings shall include substantial variation in

mass, such as articulation of vertical and horizontal planes, particularly in primary building facades.

3. Building facades shall be designed to avoid visual monotony. Landscaping may be employed to enhance the architectural features, but shall not be used in lieu of the following:

   a. Facades shall not exceed 30 horizontal feet and ten vertical feet without incorporation of two of the following elements:

      (1) A change in plane, such as an offset, reveal, or projecting rib. Such plane projections or recesses may include, but are not limited to, columns, planters, arches, and voids and shall be a minimum of 12 inches in depth, applied to at least 20 percent of the building length;

      (2) Control and expansion joints constitute a blank wall, unless used in a decorative pattern with varied materials or textures and spaced a maximum of ten feet on center. Relief and reveal depth shall be a minimum of three-quarters of an inch;

      (3) Architectural details, such as raised bands and cornices;

      (4) Awnings; or

      (5) Change in color and/or texture (banding alone does not constitute a change in color or texture).

   b. Facades that extend for more than 100 feet in length shall incorporate, in addition to two of the above requirements, at least one of the following elements:

      (1) A change in plane, such as an offset, reveal, or projection rib a minimum of 12 inches in depth, with a maximum spacing of 100 feet between features;

      (2) Prominent public entrance defined by substantive architectural features; or

      (3) Change in building material, such as split face block.

4. Facade treatments for primary and secondary facades shall include the following:

   a. Primary facades shall have at least two of the following elements for at least 60 percent of the width of the facade:

      (1) Public entrances;

      (2) Arcades or other roof treatment such as shutters or secondary roofs to provide pedestrian shade and facade interest;

      (3) Windows;

      (4) Awnings, associated with windows or doors; or

      (5) Foundation plantings adjacent to the building with a minimum width of five feet.

   b. Secondary facades shall incorporate two of the following design elements for primary facades:

      (1) The first floor of all buildings, including structured parking, shall be designed to encourage pedestrian-scale activity;

      (2) Overhangs/awnings shall be no less than five feet deep to protect pedestrians from inclement weather;

      (3) The highest point of a first floor awning on a multistory building shall not be higher than the midpoint between the top of the first story window and the second story windowsill;

(4) Accessory structures including, but not limited to, carwash buildings and gas station/convenience store canopies, shall have the same architectural detail, design elements, and roof design as the primary structure; or

(5) All additions, alterations, and accessory buildings shall be compatible with the principal structure in design and materials.

5. Fenestration details such as windows, awnings, covered arcades, sills, shutters, relieves, trims, pilasters, accent tiles, quoins, reveals, cornices, arches, and decorative vents shall be provided along a minimum of 60 percent of the façade length of the front elevation. If a side or rear elevation is contiguous to a public street or residential use, 40 percent of the elevation must have fenestration details.

6. Entrances.

a. Primary customer entrances shall face a public street. Buildings larger than 30,000 square feet located on corner lots shall provide customer entrances on both streets, or a corner entrance. Additional entrances are encouraged facing parking lots, plazas, lake fronts, and adjacent buildings. When a property is adjacent to multiple public streets, the street that carries the greatest volume of traffic is the preferred orientation for the main entrance.

b. A primary and a secondary entry feature design element listed below shall be provided at each customer entrance:

(1) *Primary.*

• Canopies, porte-cochere, or porticos.

• Wall recess or projection a minimum of 12 inches in depth.

• Covered arcades, a minimum of eight feet clear in width.

• Peaked roof forms.

• Arches, columns, or pilasters.

• Landscape planters a minimum width of five feet.

(2) *Secondary.*

• Overhangs, cornices, and eaves.

• Decorative moldings or trims around windows and doors.

• Covered public outdoor patio or plaza incorporated with entry area which is not part of a tenant space.

• Special pavers, bricks, decorative concrete, or similar marked pavement treatment.

• Architectural details, such as tile work or moldings.

• Landscape planters a minimum width of five feet.

7. *Roofs.*

a. Buildings shall have a recognizable top consisting of but not limited to: cornice treatments, roof overhangs with brackets, steeped parapets, and richly textured materials. Color bands, typically used for advertising, are prohibited.

b. A primary roof is the portion of the roof that covers the main area of the building. A secondary roof is the portion of the roof covering smaller extensions of the structure. A primary and a secondary roof design element, selected from those listed below, shall be incorporated into the design:

(1) *Primary.*

• Articulated parapet—The highest point of the parapet shall not at any point exceed 15 percent of the height of the supporting wall.

• Pitched roof with minimum 12 inches overhanging eaves.

• Three or more roof plane breaks or slopes per facade elevation.

• Any combination of the above.

(2) *Secondary.*

• Decorative roof details, such as dormers, cupolas, rafter tails, balconies, terraces, or exposed beams.

• Three-dimensional cornices with decorative moldings.

• Pediments, porticos, architectural features at entryways, or decorative towers.

E. *Pedestrian amenities.*

1. Where development abuts a collector or arterial road, walkways a minimum of five feet in width shall be provided from each adjacent perimeter public sidewalk to all customer entrances. Where development abuts a local road, walkways a minimum of four feet in width shall be provided from each adjacent perimeter public sidewalk to all customer entrances. All such walkways shall include the following:

a. One native canopy tree for each 30 linear feet with a maximum spacing of 50 feet between trees; trees may be massed to enhance views, create public spaces or otherwise improve the overall appearance of the project; and

b. A bench every 200 feet between the public right-of-way and the front customer entrance.

2. Walkways traversing vehicular use areas shall be accented with special pavers, bricks, decorative concrete, stamped concrete, or similar decorative pavement treatment consistent with the Town Center Development of Regional Impact theme.

3. Bicycle parking/storage shall be provided in accordance with Chapter 5.

F. *Service, utility, display, and storage areas.* In addition to the service, utility, display, and storage requirements of Chapter 13, developments within this district shall also meet the following requirements:

1. All utilities shall be located underground;

2. Outdoor storage of materials is prohibited;

3. Outdoor display of merchandise is permissible if the merchandise is related to the business occurring on the property, does not affect pedestrian and vehicular circulation, and can be stored either inside the building or in an area screened from public view when the business is not open; and

4. Vending machines located outside of buildings or structures are prohibited.

G. *Site lighting.*

1. Site lighting shall be provided along all streets, sidewalks, parking lots, steps/ramps, plazas, and other areas of high pedestrian use.
2. Light fixtures shall be spaced in a manner to provide soft and uniform illumination for a given area or corridor.
3. Light fixtures shall be consistent with Town Center Development of Regional Impact theme, style, materials, scale, proportion, color, and location.
4. Building lighting shall consist of light fixtures mounted on or near the building.
5. Areas to be lit shall have a system of hierarchy or priority to establish which elements or areas will have the most emphasis in regard to lighting intensity and color. High design areas such as building facades, entries, and walkways shall receive the highest priority.
6. Landscape lighting shall be of low-level illumination with tones and colors that enhance the look of the plant material. Fixtures and light source shall be concealed.
7. Light pole maximum heights: parking lots and access drives—30 feet; pedestrian walkways, terraces, plazas—20 feet.
8. Illumination shall be limited to the site and shall not cause glare or visual disturbance to adjacent properties.
9. Flood lighting, beacon, or search lights, except as limited by state of Florida or federal law, or drop lens fixtures are prohibited.
10. Animated lighting is prohibited.
11. See Chapter 9 for further site lighting criteria.

H. *Landscape standards.* The requirements contained in Chapter 11 shall apply to lands within the gateway overlay zone. Quercus virginiana (live oak) shall be used as the street tree where properties abut State Road 100.

I. *Signage.* The provisions of Chapter 12 shall regulate all signs in the gateway overlay zone; however, off-site signs are prohibited.

3.04.04. *Palm Coast Parkway Overlay Zone.*

A. *Purpose.* The purpose of the Palm Coast Parkway overlay zone is to impose additional standards for new construction of nonresidential and multifamily development within its boundaries. The Palm Coast Parkway overlay zone is intended to:

1. Provide for additional access management controls to ensure that Palm Coast Parkway develops into an attractive functional roadway corridor meeting the needs of vehicles and pedestrians; and
2. Prevent disjointed, disorganized development caused by unplanned and uncoordinated building layout and design.

B. *Description of district.* The boundary of the Palm Coast Parkway Overlay Zone is delineated on the Official Zoning Map and is generally described as the corridor along Palm Coast Parkway between U.S. Highway 1 east to the Hammock Dunes Toll Bridge.

C. *Site plan submittal requirements.* Development within the overlay zone shall be subject to review and approval as outlined in Chapter 2.

D. *Site planning guidelines.* Site design shall specifically address the creation of an attractive, safe, and functional urban corridor. The requirements contained in Chapter 13 relating to general architectural design shall apply to lands within this overlay zone.

1. Building design, layout, and orientation.

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2. Vehicular and pedestrian access and parking.

3. Mechanical equipment, utilities, and storage areas.

E. *Building height.* The maximum height permitted within the Palm Coast Parkway overlay zone is 50 feet, inclusive of all appurtenances, except for wireless telecommunication facilities.

F. *Landscape standards.* The requirements contained in Chapter 11 shall apply to lands within this overlay zone. Quercus virginiana (live oak) shall be used as the street tree.

G. *Signage.* The provisions of Chapter 12 shall regulate all signs in the Palm Coast Parkway overlay zone; however, off-site signs are prohibited.

3.04.05. *Airport Area Economic Development Incentive.*

A. *Purpose.* The Palm Coast/Flagler County Airport Area Master Plan proposes specific areas for targeted economic development called Economic Development Areas (EDA). The Airport Area Economic Development Incentive specifies allowable uses and development standards for each EDA. These uses and standards are intended to encourage the development of targeted businesses and other industries at specific locations. The Airport Area Economic Development Incentive can be applied to three distinct areas, which are expected to develop with different intensities and development patterns: EDA-1, EDA-2, and EDA-3 (see Exhibit A to Ord. No. 2009-17).

In order to encourage the desired development to occur within the EDAs specific location-based incentives have been developed. Property-owners (agents) that seek development approval through the Master Planned Development (MPD) rezone process may apply for the location-based development incentives. In addition to the location-based incentives, MPD projects located within the EDAs may also apply for performance-based bonuses. This section (1) introduces the EDA areas and the associated location-based incentives, (2) outlines the processes to access the location-based incentives and (3) introduces performance-based development bonuses that may be available to qualifying development.

Portions of EDA Areas 1, 2, 3 are currently outside City boundaries. Airport Opportunity Areas A and C are currently outside the City boundaries.

B. *Economic development areas.*

EDA #1 is located adjacent to the southeast side of the airport between the airport's boundary and Seminole Woods Boulevard. EDA #1 is intended to provide for industrial and office development that is compatible with the continuing operation and expansion of the Flagler County Airport.

EDA #2 is located on the north side of Seminole Woods Boulevard. EDA #2 is intended to provide for compact mixed-use development. This area shall be developed as a neighborhood center characterized by employment and retail opportunities. Development shall emphasize pedestrian connectivity to the surrounding residential areas and established neighborhoods.

EDA #3 is located between I-95 and Old Kings Highway. EDA #3 is intended to attract larger corporate office development and foster the development of a campus-like corporate park or an industrial park. Potential users include corporate offices, hotels, higher-density residential, and support uses that benefit from the close proximity to, and with high visibility from, Interstate 95.

C. *Opportunity Areas A and C.*

Opportunity Area A is located on SR 100 north of the airport and across from Palm Coast's State Road 100 Community Redevelopment Area and the Gateway Overlay Zone. This area is located within Flagler County, is approximately 30 acres, and has commercial zoning. This site was identified as Opportunity Area A in the 2009 Palm Coast/Flagler County Airport Master.

Opportunity Area C is located on SR 100 north of the airport and across from Palm Coast's State Road 100 Community Redevelopment Area and the Gateway Overlay Zone. This area is approximately 81 acres, located within Flagler County and has PUD zoning. This site was identified as Opportunity Area C in the 2009 Palm Coast/Flagler County Airport Master Plan.

D. *Applicability.* The development incentives and development standards contained in this section shall apply to all new development and redevelopment of sites within the EDAs and Opportunity Areas A and C. The incentives and standards are intended to encourage targeted industry development within the EDAs to promote superior site and building design, and improve the functional arrangement of buildings and site components, such as parking, utilities, loading, and service areas and promote a shared vision and compatible built environment as it relates to the SR 100 corridor, which includes the City of Palm Coast's Community Revitalization Area (CRA), Gateway Overlay Zone and Towncenter Master Planned Development (MPD) related-development on the northern side of SR 100.

E. *Approval process.* Owners of property within the EDAs have the option of developing under two scenarios as follows:

1. *Current zoning based (entitlement) development.* Applicants have the option of developing their properties subject to the zoning classification of the property. Properties developed based on their current zoning are not eligible for any incentives.

2. *Rezone to Master Planned Development (MPD).* Rezone the property to MPD which will qualify the property for incentives as follows:

   a. Location-based incentives detailed in Subsection E.

   b. Performance-based incentives that are outlined in Subsection F.

F. *Location-based development incentives.* In order to encourage economic development and job creation at the Economic Development Areas and implement the economic development objectives of the Palm Coast/Flagler County Airport Area Master Plan, the following location-based incentives may be utilized by development reviewed through the MPD process. Note that incentives may restrict building height and/or open space in certain areas. The existing zoning development thresholds are shown to illustrate the Overlay areas' incentives.

Economic Development Area 1

	Current Zoning Thresholds				
	City of Palm Coast			**Flagler County**	
Regulations	PSP	COM-2	IND-1	IND-PUD	Incentives*
Open Space	30%	30%	30%	(1)	30%
Height	100' [2]	100' [2]	65' [2]	(1) [2]	100' [2]
FAR	.30	.40	.35	(1)	.50

(1) To be determined during the development agreement approval process.

(2) Must comply with the Airport Approach Hazard Overlay and FAR 77 requirements.

* Location-based incentives available only through development participating in MPD process.

Economic Development Area 2

Regulations	Flagler County Current Zoning Thresholds			Incentives*	
	AC	**NRC PUD**	**PUD**	**Mixed Use and Non-Residential**	**Residential**
Open Space	75%	(1)	(1)	40% area wide	40% area wide
Height	No Max. [2]	(1) [2]	(1) [2]	75' [2]	45' [2]
Res. Density	1 unit/20 acres	1 unit/acre	1 unit/acre	12 units/acre	10 units/acre
FAR	N/A	(1)	(1)	.50	N/A
ISR	.25	(1)	(1)	.60	N/A

(1) To be determined during the development agreement approval process.

(2) Must comply with the Airport Approach Hazard Overlay and FAR 77 requirements.

* Location based incentives available only through development participating in MPD process.

Economic Development Area 3

Regulations	Flagler County Current Zoning Thresholds	Incentives*

[redacted]	AC	[redacted]
Open Space	75%	40% per site
Height	No Max.	100' [1]
Res. Density	1 unit/20 acres	Min. 8 to Max. 12 units/acre
FAR	N/A	.55
ISR	.25	.60

(1) To be determined during the development agreement approval process.

* Location based incentives available only through development participating in MPD process.

G. *Performance based development bonuses.* Performance-based development bonuses may be available for projects that are located within one of the EDAs and that are also utilizing the MPD approval process. These additional bonuses are meant to complement any financial or other incentives that may have been offered by the City to attract targeted developments to the economic development areas and do not exclude the use of additional incentives. These additional incentives shall be based on specific project design and/or satisfaction of other performance criteria as stipulated by the City through the use of a development agreement. Approval of the bonus, including terms and conditions shall be negotiated by the applicant with the City, on a case-by-case basis. Any potential incentives, developed during the negotiations with City, shall be detailed in an associated development agreement. Final approval of the development agreement and the potential use of incentives that may be utilized by the applicant will be at the discretion of the City Council.

1. *Non-residential intensity (floor area ratio-FAR) bonus.*

   a. Developments that incorporate the use of green building practices (as identified by the United States Green Building Council and/or the Florida Green Building Coalition including but not limited to, green roofs, energy efficient windows, solar energy, reused or recycled materials, renewable materials, use of grey water, etc.) in the design and materials of a building, and can demonstrate a significant energy and water consumption reduction may receive a maximum increase of 0.25 FAR.

   b. The use of shared parking helps reduce the amount of paved surface in the case of surface parking, or building mass in the case of structure parking. Therefore, mixed-use projects within the EDA overlay using the shared parking standards would be eligible for an increase of 0.25 FAR.

2. *Open space requirement reduction bonus.*

   a. Stormwater management facilities are considered "open space" for the purpose of meeting the open space requirement. Combining such facilities with neighboring properties may decrease the need for buffers around ponds. Therefore, the use of shared or off-site stormwater management facilities for multiple developments may

allow for a reduction in the open space requirement of the master plan development by up to five percent.

b. Developments within the EDA overlay may reduce the open space requirement by a maximum of five percent if the development incorporates the use of a permeable or semi-permeable surface for parking spaces. The amount of permeable/semi-permeable surface shall be no less than the proposed reduction in open space. In no case shall stormwater requirements be reduced. Stormwater management facilities shall meet all applicable City and St. Johns River Water Management District rules and regulations.

3. *Parking space requirement reduction bonus.* The City encourages development design and use concepts that provide transportation alternatives that may reduce the dependence on and the use of automobiles. The use of Transportation Demand Management (TDM) practices in the design and construction of development projects may qualify a project for a reduction in minimum parking space requirements by a maximum of ten percent. TDM practices and facilities include but are not limited to:

- Inclusion of employee drop-off and pick-up areas in the development;
- Inclusion of cab (taxi) stand areas in the development;
- Inclusion of on-site, employee service facilities such as, daycare facilities, cafeterias, etc., in the development;
- Inclusion in project design and development of improved connections to planned or existing bike or pedestrian paths to the facility;
- Provision of bicycle storage facilities (racks/lockers) and changing facilities for employees (locker rooms and showers); and
- Inclusion in project design and development of facilities to accommodate planned or existing mass transit (buses). This may include, but is not limited to, bus turnouts, bus shelters, bus lanes, and park and ride lots.

4. *Setback requirement reduction bonus.* The minimum required setbacks may be reduced by a maximum of five feet for the front setback and two feet for the rear and side setbacks if additional landscaping (must exceed 20 percent of the required plant material and provide a variety of species) is provided within the required buffer yards. Setback reductions are not available for parcels local on the following roadways: Seminole Woods Boulevard, Belle Terre Boulevard, and Old King's Road.

5. *Green development LEED certification (fee refund).* The Leadership in Energy and Environmental Design (LEED) Green Building Rating System, developed by the U.S. Green Building Council (USGBC), provides a suite of standards for environmentally sustainable construction. The Florida Green Building Coalition (FGBC) also offers Green Building certification. If a completed project receives a LEED certification from the USGBC, the developer may request a refund up to 60 percent of the associated Rezoning Application Fee and Technical Site Plan Application Review Fee. The applicant shall provide the City acceptable documentation of the project receiving LEED certification from the USGBC. If a completed project receives a Green Building certification from the FGBC, or an equivalent certification (such as the National Association of Home Builders National Green Building Standards), the developer may request a refund up to 40 percent of the associated Rezoning Fees and Site Development Review Fees. The applicant shall provide the City acceptable documentation of the project receiving LEED certification and Green Building certification

from the USGBC and the FGBC respectively, or documentation of an equivalent certification. The development agreement associated with the MPD project seeking this refund must contain language stating that the developer will be seeking said refunds upon completion of the project and after issuance of the certificate of occupancy.

Specifically for Opportunity Areas A and C, state and federal wetland permitting standards shall be considered as acceptable documentation to verify compliance with the City's ULDC and Comprehensive Plan.

(Ord. No. 2009-17, § 3(Exh. A), 7-21-09; Ord. No. 2015-9 , § 2, 8-4-15; Ord. No. 2018-14 , § 3(Exh. A), 5-15-18)

Sec. 3.05. - Interpretations.

3.05.01. *Lot width and frontage.* Lot frontage shall be measured along the front property line, while lot width shall be measured along the front setback line.

3.05.02. *Building setbacks.* Building setbacks shall be measured from the property line or, if applicable, from the edge of a private street or the boundary line of an access easement located on the subject property to the wall of the building. The required building setbacks determine the building envelope. In no event shall a structure encroach within an easement, inclusive of eaves, unless specifically approved by the Land Use Administrator.

A. *Determining building setbacks.* Front, side, and rear yard setbacks shall be determined based on the following. In cases of uncertainty, the Land Use Administrator shall determine the setbacks based on the following guidelines:

1. The front yard setback shall be considered that portion, typically along the lot's narrowest part, which abuts the street or roadway where access is provided. Consideration shall be given to a structure's orientation in making a front yard setback determination (i.e. the front of a building faces the front of the lot).
2. The rear yard setback typically runs parallel to the front yard setback and does not connect to the front yard setback.
3. The side yard setbacks connect the front and rear setbacks and are perpendicular to them on square or rectangular lots.
4. Front setback on flag lots shall be measured at lot width and the lot frontage shall be determined on a case-by-case basis with consideration to surrounding property and dwelling unit orientation.

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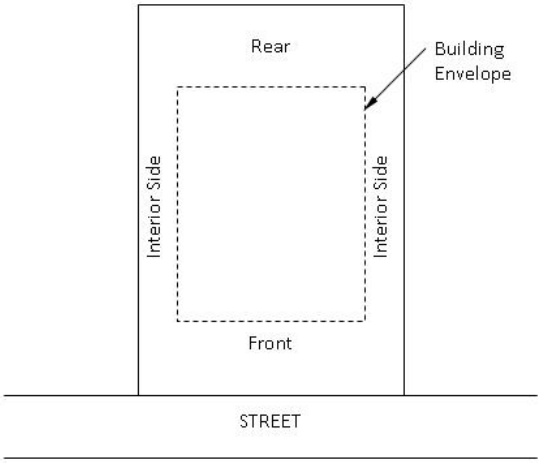
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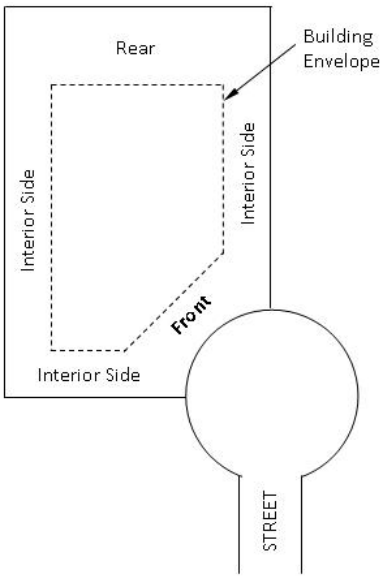
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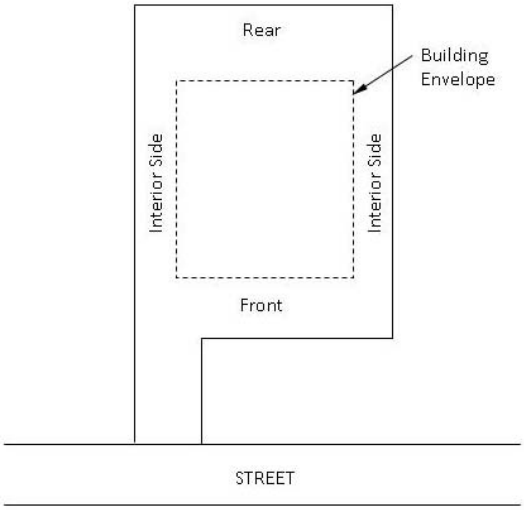
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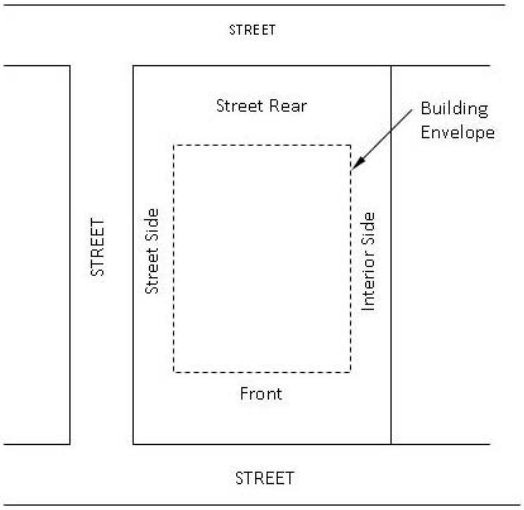
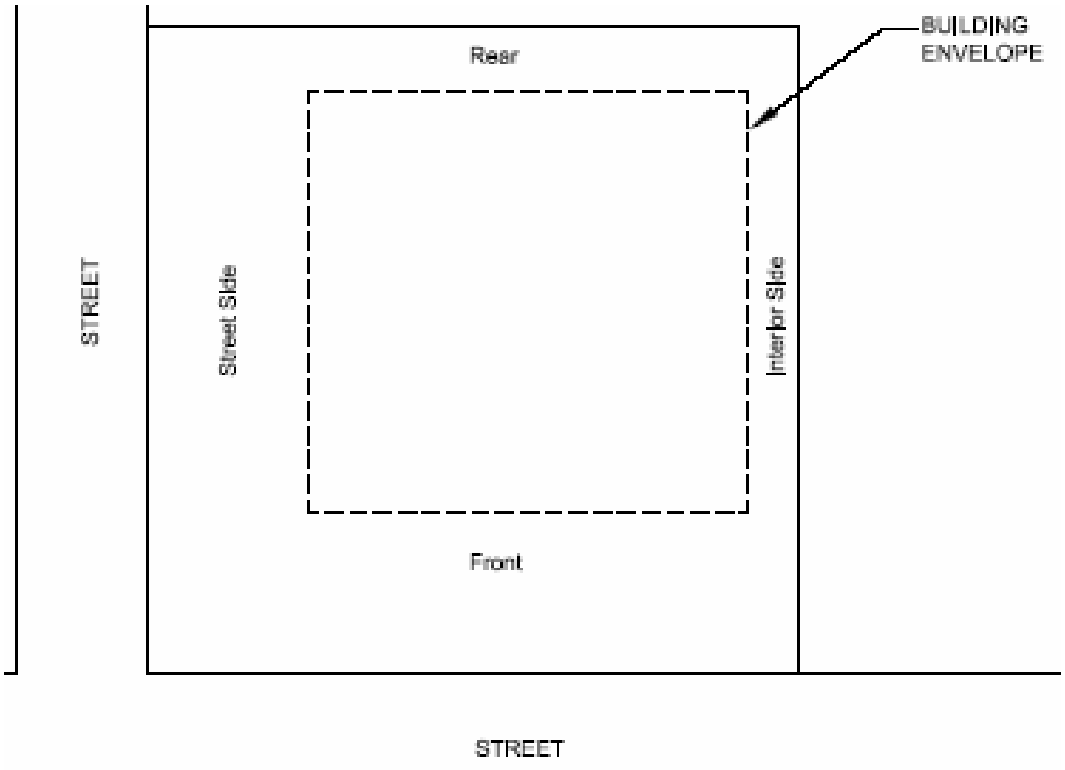

STREET
Street Rear
Building Envelope
STREET
Street Side
Interior Side
Front
STREET



B. *Permitted improvements within the required building setbacks.* The following improvements are permitted within the required setbacks (outside of the building envelope):

1. Man-made landscape features not exceeding three feet in height, including related minor structures described in Section 11.03 of Chapter 11.
2. Parking areas and associated driveways that provide access to a garage, provided such parking area or driveway shall not encroach into a drainage easement or required landscape buffer.
3. Private sidewalks and walkways provided they do not exceed six feet in width for detached single-family residential units and duplex units.
4. Concrete pads 100 square feet or less.
5. Signs.
6. Minor utility installations including, but not limited to, fire hydrants, electrical and telephone boxes, and backflow prevention mechanisms. Some of these features may require screening in accordance with Chapter 11.
7. Aboveground mechanical equipment such as, but not limited to air conditioning units, permanently installed generators, and pool pumps and shall be screened in accordance with the requirements of Chapter 11; provided, that equipment installed in a front setback area shall be done so only in the event that it is infeasible to install on the sides or rear of the property and shall be as close to the principal structure as allowed by Florida Building Code.
8. Cantilevered patios, porches, and decks as well as sills, cornices, chimneys, flues, eaves, or other roof overhangs may extend a maximum of 30 inches into a setback area, but are prohibited within easements.

9. Sheds per Section 4.01 in Chapter 4.

C. *Additional setbacks for multistory buildings.* Additional setbacks for multistory buildings adjacent to a single-family residential zoning district shall be required for compatibility purposes. Any multistory building adjacent to a single-family zoning district shall provide an additional setback minimum of ten feet for each story above the first story.

D. *Waterline setbacks.* Stormwater retention facilities, canals, or other water features may be located on the lot or parcel. In these circumstances, the Land Use Administrator may determine that it is applicable to measure the setback from the bulkhead, water line, or mean high water line rather than the lot or parcel line.

E. *Reduction for public purpose.* When an existing setback on a developed lot or parcel is reduced due to the conveyance of land to a federal, state, or local government for a public purpose, the minimum setback requirement of the zoning district shall be reduced by the amount conveyed, up to a maximum of 50 percent of the setback requirement.

F. *Wireless communication facilities and equipment compounds.* Wireless communication facilities and equipment compounds shall have the same setback requirements as the zoning district in which they are located but no less than ten feet; shall have a minimum distance of 150 feet from all off-site residential zoned property, residential dwelling unit and the rights-of-way of Palm Coast Parkway, Belle Terre Parkway, Belle Terre Boulevard, and Old Kings Road.

3.05.03. *Calculating densities and intensities.*

A. *Residential densities.*

1. The determination of the maximum number of residential dwelling units or lots permitted on a residentially zoned parcel shall be calculated based upon the gross upland acreage in the predevelopment condition (i.e. prior to the property being subdivided into lots).

2. Twenty-five percent of wetland and/or imperiled upland habitat areas preserved from the predevelopment condition may be counted as "net upland acreage" in determining the maximum number of units as discussed in Paragraph A above. To be counted as preserved area, a wetland and/or imperiled upland habitat must be placed in a conservation easement, a separate conservation tract, or otherwise perpetually protected in the post development condition.

3. Application of the density/intensity calculations provides only a theoretical maximum dwelling unit or lot yield. It does not guarantee that the development will be approved to attain the maximum lot yield. Application of other development standards may substantially decrease the lot yield.

B. *Nonresidential intensities; impervious surface ratios; floor area ratio.*

1. In calculating impervious surface ratios or floor area ratios an applicant may get credit for an off-site drainage facility site. The amount to be credited shall be proportional to the size of the site in relation to all the sites served by the same facility.

2. Lots served by a master stormwater management system, where drainage facilities under common ownership are located off-site, may count a portion of the off-site drainage lot, tract, or parcel in calculating impervious surface ratios or floor area ratios. The portion of the off-site drainage property that is counted shall be in direct proportion to the size of the subject lot as compared to all of the lots being served.

C. *Densities and intensities in mixed use districts.* In zoning districts that allow mixed uses, the same land area shall not be counted for the purpose of both residential density and nonresidential intensity. The calculation methodology used shall be as defined by administrative rule.

3.05.04. *Recreation level of service.* All residential projects of 25 units or more shall provide recreational land to meet the level of service standard adopted in the Recreation and Open Space Element

of the City's Comprehensive Plan, except for nursing homes and assisted living facilities or other residential care facilities. Recreational facilities must be permitted and under construction prior to the issuance of the permit for the 25th unit for residential projects.

(Ord. No. 2009-26, § 13, 12-15-09; Ord. No. 2015-9 , § 5, 8-4-15)

Sec. 4.23. - Affordable Housing Mixed-Use Residential Development Standards.

4.23.01. Zoning applicability. Applications for the development of property pursuant to the Live Local Act shall require the site to be zoned for commercial, industrial, mixed use, or portions of Master Planned Developments that allow for commercial, industrial, or mixed uses pursuant to Florida Statutes Section 166.04151(7) as amended. Additional properties eligible for live local developments regardless of the underlying zoning district shall include properties that are owned by either the City, County, school district, or a religious institution which has been developed with a house of worship for at least 10 years prior to the proposed development. For properties not owned by the City, County, school district, or a religious institution which has been developed with a house of worship for at least 10 years prior to the proposed development shall require the site to be zoned as permitted under Table 3-4 found under Section 3.03.02. Properties developed as a house of worship seeking to apply for a live local development shall be at least three (3) acres in size. If the City designates less than 20 percent of the land area within its jurisdiction as commercial or industrial, it must authorize a proposed development pursuant to the Live Local Act only if the proposed development is a live local mixed-used residential development (see glossary).

4.23.02. *Use of property.* Live local developments shall maintain the project as a live local mixed-use residential development and shall rent and hold available for rent no fewer than 40 percent of the dwelling units as affordable as defined in § 420.0004, Florida Statutes for rent exclusively to eligible households for the affordability period. The project shall have at least 65 percent, but no more than 70 percent of the buildable area of the property must be for residential purposes and at least 10 percent of the buildable area of the property must be for commercial or industrial use reflective of the underlying zoning district's permitted uses. In the event that the project is for a vertically mixed-use development, then the non-residential component of the project may be 33 percent of the buildable area to facilitate vertically stacking non-residential and residential uses.

4.23.03. *Development standards.* Live local mixed-use residential developments shall be subject to the requirements of the Land Development Code unless otherwise modified below:

A. Developments may utilize up to the maximum density allowed by any zoning district within the city.

B. Developments may utilize up to 150 percent of the maximum allowed floor area ratio of any zoning district within the city.

C. Developments may utilize the city's maximum allowed building height within one mile of the development. The additional setbacks for multistory buildings requirement found under Section 3.05.02(C) does not apply to developments made pursuant to the Live Local Act.

1. If the development is adjacent to a single-family residential development on two or more sides with at least 25 contiguous single-family homes, the maximum height for the development is restricted to 150 percent of the highest adjacent building, the zoning district's defined maximum height, or three stories, whichever is higher, not to exceed 10 stories.

D. Developments shall submit the residential and non-residential portions of the project concurrently within the same application to ensure the mixed-use nature of the project. If the development is phased, the non-residential portion of the project shall be constructed prior to the residential portion.

E. Developments may use vertical or horizontal mixed-used developments; however, vertically mixed-used developments are not permitted in IND-1 or IND-2 zoning districts due to potential life-

safety issues that may be present when having permitted industrial uses and residential uses in the same building.

F. The development shall provide a perimeter landscape buffer as required in Section 11.03 based on its zoning district. Horizontally mixed-use developments shall provide a minimum of an internal D, E, or F landscape buffer in-between residential and nonresidential uses.

G. The non-residential component of a development shall be a principal use of the underlying zoning district and shall be designed so that it could be developed without a live local residential portion. The nonresidential component shall not be an accessory use to the residential use (such as a leasing office, but not limited to other accessory uses related to the management of a multifamily residential development).

H. A mixed-use development that includes an adult-oriented business or miniwarehouses, office warehouses and/or a self-storage facility as its nonresidential component shall be prohibited.

I. The non-residential portion of a mixed-use development shall be integrated with the residential component of the project through use of sidewalks and internal roads. The non-residential and residential components of the project shall share the same access as for the project, provided the project may require more than one point of access in accordance with Section 5.02.04.

J. Loading and unloading and refuse collection areas servicing the non-residential uses of a mixed-use development shall be located to provide the least impact to any adjacent residential community.

K. Developments that are within a one-quarter mile of a transit stop or within 600 feet of an area with available surplus parking consisting of on-street, parking lots, or parking garages that can be utilized to meet the needs of the development the minimum parking requirements are eligible for a 20 percent reduction to its parking requirements. Provided that any available surplus parking utilized is memorialized by a shared parking agreement.

L. Proposed developments on property owned by the City, County, or school district must be party to the application. If the City, County, or school district do not authorize the application then the proposed development shall not be processed.

M. Proposed developments on property that is owned by a religious institution shall be required that the religious institution is party to the application and that the house of worship on site has existed for a minimum of 10 years. Any house of worship must continue to operate on the property after the proposed development is constructed.

4.23.04. *Exemptions.*

A. The Live Local Act does not apply to properties within one-quarter mile of a runway or its extension for 10,000 feet.

B. Areas subject to land development regulations, which existed prior to July 1, 2026, that are intended to retain the open character of land, including, but not limited to, areas required for a development to meet open space or recreational level of service requirements, or park land.

C. Any portion of a property encumbered by a recorded conservation easement.

4.23.05. *Affordability period.* The affordable residential portion of the development shall be subject to a minimum affordability period of 30 years from the date of its issuance of a certificate of occupancy.

4.23.06. *Land use restriction.* Prior to the issuance of a building permit for a live local project, the property owner shall execute and deliver to the City, a land use restriction agreement (LURA) provided by the City that details the affordable housing conditions, restrictions and compliance for the development including the City' s monitoring requirements. Furthermore, as a prerequisite to the issuance of a certificate of occupancy, the LURA shall confirm the affordability period, any conditions, and restrictions of the development, and shall be recorded in the public records of Flagler County, Florida at the sole expense of the property owner.

4.23.07. *Owner responsible for income verification.* For each affordable unit, the property owner shall be responsible for accepting rental applications and determining and verifying the adjusted gross income of prospective tenants to ensure such tenants qualify as an eligible household. Adjusted gross income shall be calculated by annualizing verified sources of income for the household as the amount of income to be received by the household during the 12 months following the effective date of determination. The property owner shall submit an annual report to the City as provided in the LURA.

4.23.08. *Affordable units must be comparable in quality to the market-rate units.* The affordable units shall be intermixed with, and not segregated from any market rate units within the live local project. At all times, the affordable units must be at least reasonably comparable in terms of size, features, and number of bedrooms to the market rate units. Eligible households shall not be excluded from using common area amenities within the project.

4.23.09. *Required recordkeeping.* The property owner of a live local development shall maintain complete and accurate income records pertaining to each eligible household occupying an affordable unit. These records must be updated annually and shall be maintained for at least ten years following the date of each such record. At a minimum, property owner shall maintain the following records for each occupied affordable unit:

A. An eligible household's complete application for tenancy and related information including the name of each household member, proof of identity, and employment, income, and asset information for each household member;

B. A copy of the lease agreement listing the term of tenancy, the rent, and identifying each tenant residing in the affordable unit;

C. Verification that the household is an eligible household as defined herein; and

D. Verification that the eligible household's rent is affordable as defined herein.

4.23.10. *Annual reporting requirements.* The property owner of a live local development shall provide an annual report to the City by September 30 of each year. The annual report shall provide the following information regarding each affordable unit:

A. Unit address;

B. Number of persons residing in each affordable unit;

C. The adjusted gross income of the persons residing in the affordable unit;

D. The monthly rent charged;

E. Any other information reasonably required to ensure compliance with the Live Local Act and requested by the City.

4.23.11. *Monitoring and inspection.* The property owner of a live local development shall permit the City to inspect all records, including but not limited to financial statements and rental records, pertaining to the affordable units within the development upon reasonable notice and shall submit to the City such documentation as required by the City to document compliance with the Live Local Act. The City may, from time to time, make or cause to be made inspections of the affordable units and development rental records to determine compliance with the Live Local Act. The City shall notify the owner prior to scheduled inspections, and the owner shall make any and all necessary arrangements to facilitate the City's inspection.

(Ord. No. 2024-17, § 5, 11-12-24)

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Zoning District Density Standards**

Department/Office: Planning

Recommended Action:
Approve the Planning and Zoning Commission recommendation to remove the maximum density standards from the zoning districts and allow the Comprehensive Plan to regulate density.

Summary Explanation & Background:
During the May 6, 2026 regular Planning and Zoning Commission meeting the Commission recommended that City Council direct staff to look into removing density from the zoning districts and to allow the Comprehensive Plan to regulate density.

Enclosed is Comprehensive Plan Future Land Use Element Policy 1.21.1 regarding residential densities in the future land use categories. Also enclosed are the zoning district standards with residential densities.

On May 26, 2026, the City Council continued this item to the July 14, 2026, regular meeting.

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Comprehensive Plan Future Land Use Element Policy_1.21.1 Densities
2. ZONING_DISTRICT_STANDARDS_Densities

Comprehensive Plan Future Land Use Element Policy 1.21.1:

The following standards for densities or intensities of use shall apply to each future land use category as indicated below:

Land Use	Objective	Density[4] (Residential Use)	Intensity[4] (Non-Residential Use)
Industrial	1.8	n/a	1.0 FAR [2]
Planned Industrial Park	1.8	n/a	1.5 FAR [2]
Commercial High Intensity	1.9	n/a	1.0 FAR [2]
Commercial Low Intensity	1.9	n/a	1.0 FAR [2]
Downtown Mixed Use	1.10	20 du/acre; 30 du/acre In the Downtown Sub-district & Uptown Sub-district.	5.0 FAR [2]
Urban Mixed Use	1.11	15 du/acre	1.0 FAR [2]
Shoreline Mixed Use	1.12	20 du/acre	1.0 FAR [2]
Residential One	1.14	1 du/acre	.2 FAR [2]
Residential Two	1.14	2 du/acre	.2 FAR [2]
Low Density Residential	1.14	5 du/acre	.2 FAR [2]
Medium Density Residential	1.14	10 du/acre	.2 FAR [2]
High Density Residential	1.14	15 du/acre	.2 FAR [2]
Public/Semi-public	1.15	n/a	.2 FAR [2]
Conservation	1.16	1 du/5 acres	n/a
Planned Unit Development	1.19	12 du/acre	.2 FAR [2]
Regional Mixed Use[1]	1.20	Policy 1.20.2	Policy 1.20.2

[1] Density/Intensity standards for Regional Mixed Use are contained in Objective 1.20, Policy 1.20.2.

[2] FAR will be applied to individually developed lots/parcels. Where a planned/mixed use development is proposed and common amenities (i.e., parking, stormwater retention, open space, etc.) are provided, the FAR will apply to the total planned/mixed use development; however, individual parcels within the planned/mixed use development will be allowed at a high FAR based upon site specific impacts.

[3] The density in this category may be increased by fifty (50) percent when using Transfer of Development Rights as specified in Policy 2, Strategy 3.

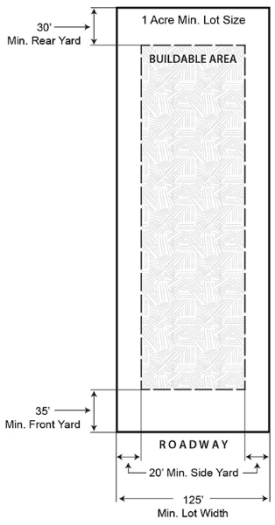
[4] Maximums unless approved through density or intensity bonuses as described in Strategies 1.10.2.5 and 1.24.3.2.

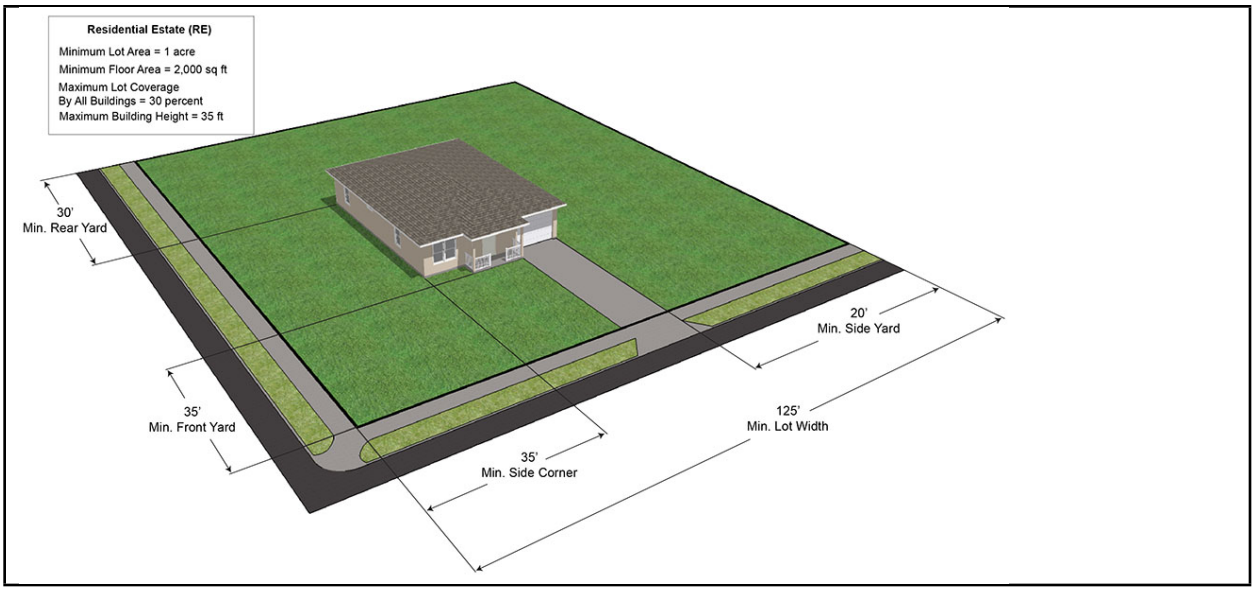
(Ord. 11-2018, 2/27/2018; Ord. No. 34-2024, § 3, 10/15/2024)

ARTICLE VI. ZONING DISTRICT STANDARDS

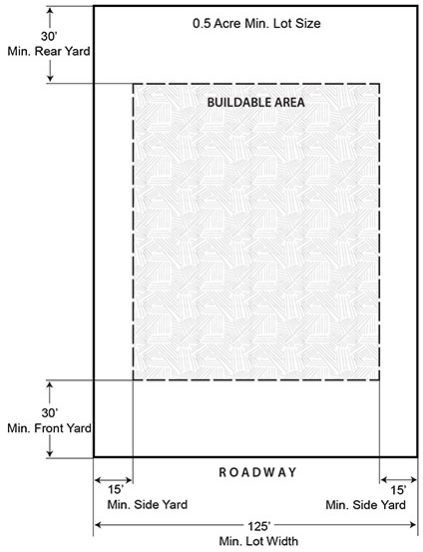
Sec. 28-301. Residential Estate (RE).

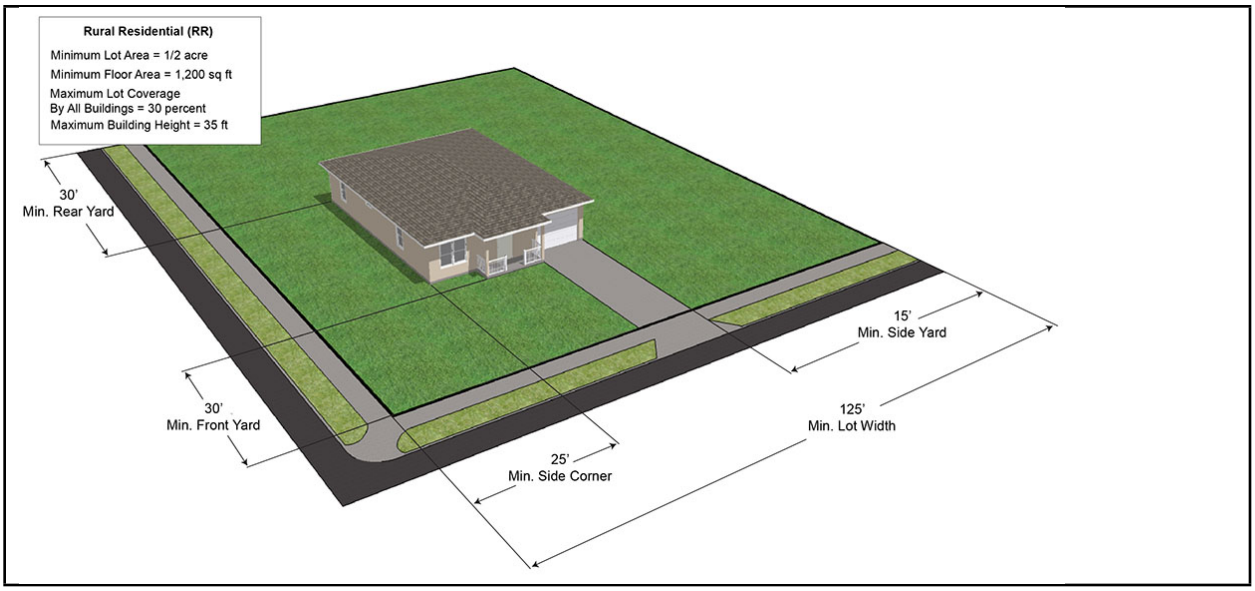
Residential Estate (RE)	
(a) *Purpose.*	
The Residential Estate (RE) district is intended to provide for low-density large lot estate type development of one (1) acre or larger in size. Certain structures and uses that will serve governmental, religious, and other immediate needs of such areas are permissible as permitted or conditional uses subject to all restrictions necessary to preserve and protect the low density character of the district.	
(b)*Use Standards Typical Lot Pattern*	
See Chapter 28 Article IV and Article V	
(c) *Intensity and Dimensional Standards*	
Lot area, minimum (sq. ft.)	43,560
Lot width, minimum (ft.)	125
Density, maximum (du/ac)	1
Floor area per dwelling unit, minimum (sq. ft.)	2,000
Building coverage, maximum (% of lot area)	30
Lot coverage, maximum (% of lot area)	NA
Height, maximum (ft.)	35
Front yard setback, minimum (ft.)	35
Side corner yard setback, minimum (ft.)	35
Interior side yard setback, minimum (ft.)	20
Rear yard setback, minimum (ft.)	30
Accessory Use Development Standards	See Chapter 28 - Article VII
NOTES:	
Typical Development Configuration (For illustrative purposes only)	



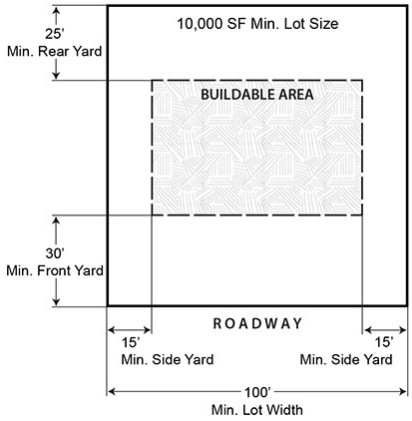

Residential Estate (RE)
Minimum Lot Area = 1 acre
Minimum Floor Area = 2,000 sq ft
Maximum Lot Coverage
By All Buildings = 30 percent
Maximum Building Height = 35 ft
30'
Min. Rear Yard
20'
Min. Side Yard
35'
Min. Front Yard
125'
Min. Lot Width
35'
Min. Side Corner

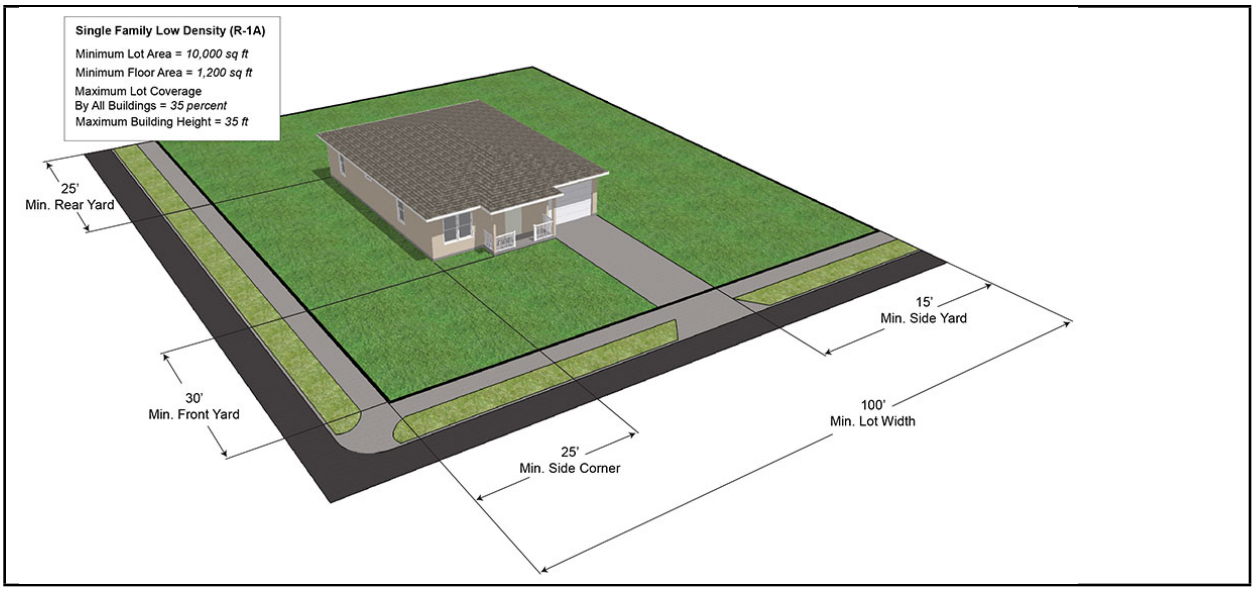
Sec. 28-302. Rural Residential (RR).

Rural Residential (RR)	
(a) *Purpose*	
The Rural Residential district (RR) is intended to provide for low-density large lot development of one-half (0.5) acre or larger in size. Certain structures and uses that will serve governmental, religious, recreational, and other immediate needs of such areas are permissible as permitted or conditional uses subject to all restrictions necessary to preserve and protect the low density character of this district.	
(b) *Use Standards*	*Typical Lot Pattern*
See Chapter 28 Article IV and Article V	
(c) *Intensity and Dimensional Standards*	
Lot area, minimum (sq. ft.)	21,780
Lot width, minimum (ft.)	125
Density, maximum (du/ac)	2
Floor area per dwelling unit, minimum (sq. ft.)	1,200
Building coverage, maximum (% of lot area)	30
Lot coverage, maximum (% of lot area)	NA
Height, maximum (ft.)	35
Front yard setback, minimum (ft.)	30
Side corner yard setback, minimum (ft.)	25
Interior side yard setback, minimum (ft.)	15
Rear yard setback, minimum (ft.)	30
Accessory Use Development Standards	See Chapter 28 Article VII
NOTES:	
Typical Development Configuration (For illustrative purposes only)	

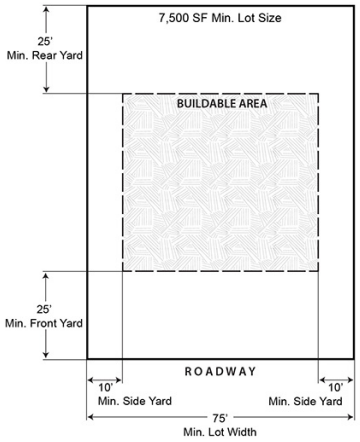

Rural Residential (RR)
Minimum Lot Area = 1/2 acre
Minimum Floor Area = 1,200 sq ft
Maximum Lot Coverage
By All Buildings = 30 percent
Maximum Building Height = 35 ft
30'
Min. Rear Yard
15'
Min. Side Yard
30'
Min. Front Yard
125'
Min. Lot Width
25'
Min. Side Corner

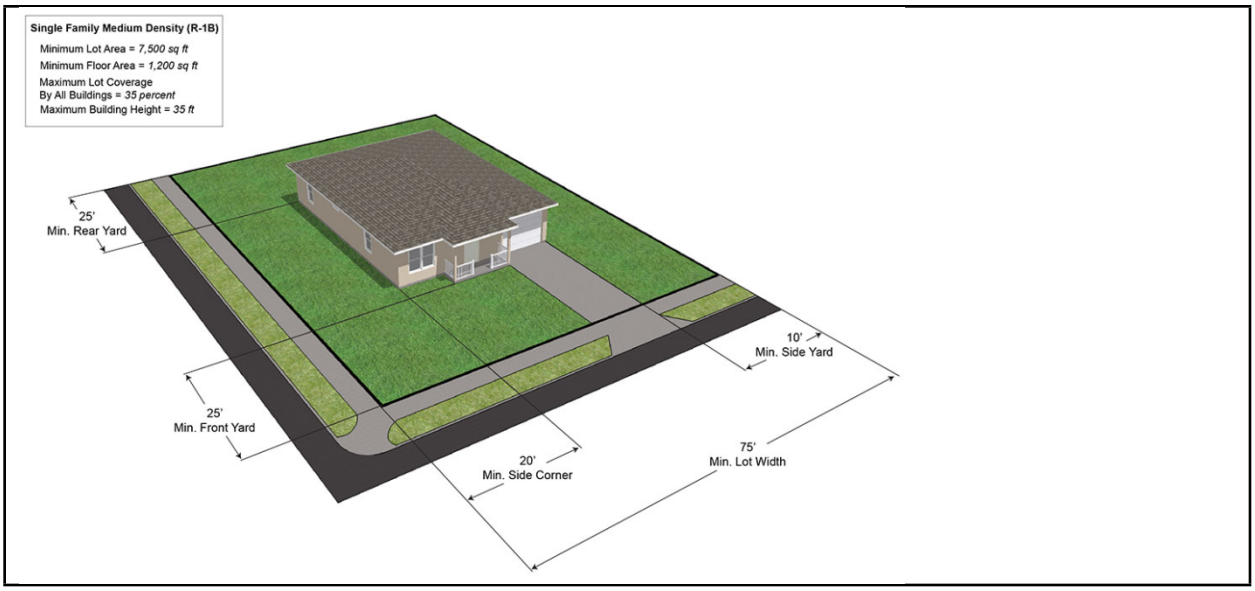
Sec. 28-303. Single-Family Low Density (R-1A).

Single-Family Low Density (R-1A)	
(a) *Purpose*	
The Single-Family Low Density (R-1A) district is established as a designation for the principal use of low-density single-family dwellings of spacious character together with certain structures and uses that are compatible with property in the district. It is further intended that governmental religious, recreational and other immediate needs of this district are served while the existing development of this character is protected.	
(b) *Use Standards*	*Typical Lot Pattern*
See Chapter 28 Article IV and Article V	
(c) *Intensity and Dimensional Standards*	
Lot area, minimum (sq. ft.)	10,000
Lot width, minimum (ft.)	100
Density, maximum (du/ac)	4.3
Floor area per dwelling unit, minimum (sq. ft.)	1,200
Building coverage, maximum (% of lot area)	35
Lot coverage, maximum (% of lot area)	NA
Height, maximum (ft.)	35
Front yard setback, minimum (ft.)	30
Side corner yard setback, minimum (ft.)	25
Interior side yard setback, minimum (ft.)	15
Rear yard setback, minimum (ft.)	25
Accessory Use Development Standards	See Chapter 28 Article VII
NOTES:	
Typical Development Configuration (For illustrative purposes only)	

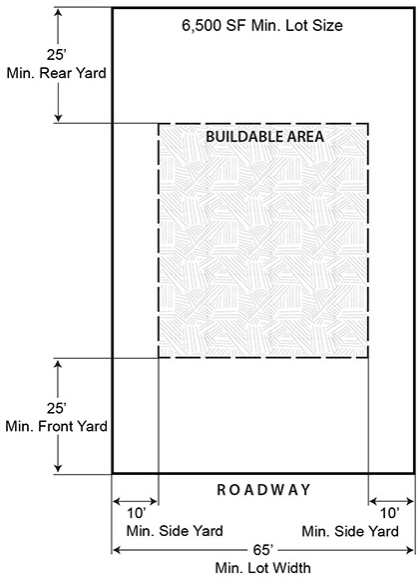

Single Family Low Density (R-1A)
Minimum Lot Area = 10,000 sq ft
Minimum Floor Area = 1,200 sq ft
Maximum Lot Coverage
By All Buildings = 35 percent
Maximum Building Height = 35 ft
25'
Min. Rear Yard
15'
Min. Side Yard
30'
Min. Front Yard
100'
Min. Lot Width
25'
Min. Side Corner

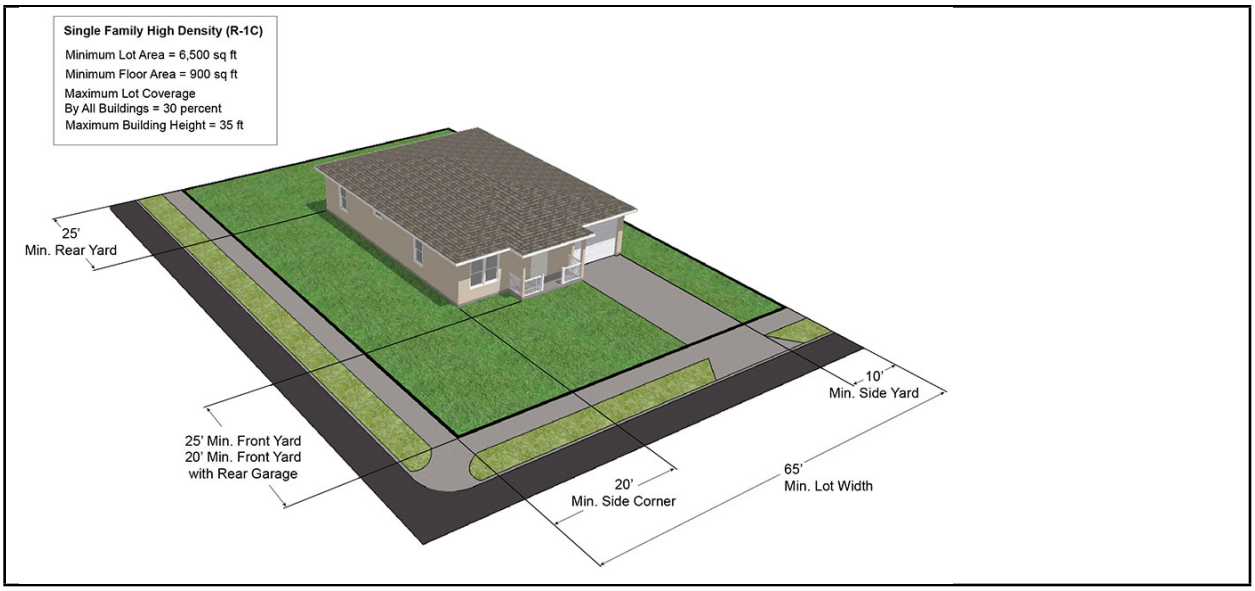
Sec. 28-304. Single-Family Medium Density (R-1B).

Single-Family Medium Density (R-1B)	
(a) *Purpose*	
The Single-Family Medium Density (R-1B) district is designed as a district for the principal use of medium-density single-family dwellings. The purpose of the district is to promote orderly and proper development of single-family residential units together with certain structures and uses that are compatible with property in the district. It is further intended that governmental, religious, recreation and other immediate needs of this district are served while a quality environment is provided for the residents of this designation and City.	
(b) *Use Standards*	*Typical Lot Pattern*
See Chapter 28 Article IV and Article V	
(c) *Intensity and Dimensional Standards*	
Lot area, minimum (sq. ft.)	7,500
Lot width, minimum (ft.)	75
Density, maximum (du/ac)	5.8
Floor area per dwelling unit, minimum (sq. ft.)	1,200
Building coverage, maximum (% of lot area)	35
Lot coverage, maximum (% of lot area)	NA
Height, maximum (ft.)	35
Front yard setback, minimum (ft.)	25
Side corner yard setback, minimum (ft.)	20
Interior side yard setback, minimum (ft.)	10
Rear yard setback, minimum (ft.)	25
Accessory Use Development Standards	See Chapter 28 Article VII
NOTES:	
Typical Development Configuration (For illustrative purposes only)	

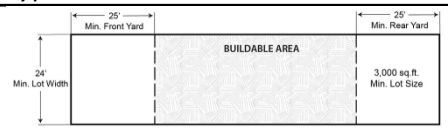
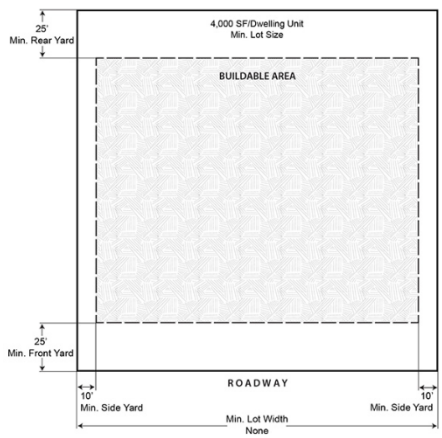

Single Family Medium Density (R-1B)
Minimum Lot Area = 7,500 sq ft
Minimum Floor Area = 1,200 sq ft
Maximum Lot Coverage
By All Buildings = 35 percent
Maximum Building Height = 35 ft
25'
Min. Rear Yard
10'
Min. Side Yard
25'
Min. Front Yard
20'
Min. Side Corner
75'
Min. Lot Width

Sec. 28-305. Single-Family High Density (R-1C).

Single-Family High Density (R-1C)	
(a) *Purpose*	
The Single-Family High Density (R-1C) district is established as a designation for the principal use of high-density single-family dwellings. The purpose of this district is to promote stable quality residential development at slightly increased densities together with certain structures and uses that are compatible with property in the district. It is further intended that governmental, religious, recreational and other immediate needs of this district are served while a quality environment is provided for the residents of the designation and City. This district provides the transition between single-family densities and higher density development.	
(b) *Use Standards*	*Typical Lot Pattern*
See Chapter 28 Article IV and Article V	
(c) *Intensity and Dimensional Standards*	
Lot area, minimum (sq. ft.)	6,500
Lot width, minimum (ft.)	65
Density, maximum (du/ac)	6.7
Floor area per dwelling unit, minimum (sq. ft.)	900
Building coverage, maximum (% of lot area)	35
Lot coverage, maximum (% of lot area)	NA
Height, maximum (ft.)	35
Front yard setback, minimum (ft.)	25[1]
Side corner yard setback, minimum (ft.)	20
Interior side yard setback, minimum (ft.)	10
Rear yard setback, minimum (ft.)	25
Accessory Use Development Standards	See Chapter 28 Article VII
NOTES:[1] Front setback with rear garage reduced to 20 feet.	
Typical Development Configuration (For illustrative purposes only)	


Single Family High Density (R-1C)
Minimum Lot Area = 6,500 sq ft
Minimum Floor Area = 900 sq ft
Maximum Lot Coverage
By All Buildings = 30 percent
Maximum Building Height = 35 ft
25'
Min. Rear Yard
10'
Min. Side Yard
25' Min. Front Yard
20' Min. Front Yard
with Rear Garage
20'
Min. Side Corner
65'
Min. Lot Width

Sec. 28-306. Multifamily Medium Density Residential (R-2).

Multifamily Medium Density Residential (R-2)		
(a) *Purpose*		
The Multifamily Medium Density Residential (R-2) district is intended to allow the erection of a variety of housing types at a maximum density of nine (9) units per acre. This district is designed to allow development adjacent to arterial or collector streets and is well served by public services and facilities. When adjacent to R-1 zoning districts, the development within this district shall be designed carefully to provide maximum compatibility with adjacent development by proper architectural design, landscaping, screening and parking.		
(b) *Use Standards*		*Typical Lot Pattern*
See Chapter 28 Article IV and Article V		
(c) *Intensity and Dimensional Standards*		
Lot area, minimum (sq. ft.)	Townhomes: 3,000 Multifamily: 4,000 per DU	
Lot width, minimum (ft.)	Townhomes: 24 Multifamily: None	
Density, maximum (du/ac)	9	
Floor area per dwelling unit, minimum (sq ft)	Townhomes: 800 Multifamily: Efficiency - 600 1 Bedroom - 700 2 Bedroom - 800 3 Bedroom 900	
Building coverage, maximum (% of lot area)	50	
Lot coverage, maximum (% of lot area)	NA	
Height, maximum (ft.)	35	
Front yard setback, minimum (ft.)	25	
Side corner yard setback, minimum (ft.)	20	
Interior side yard setback, minimum (ft.)	10[1]	

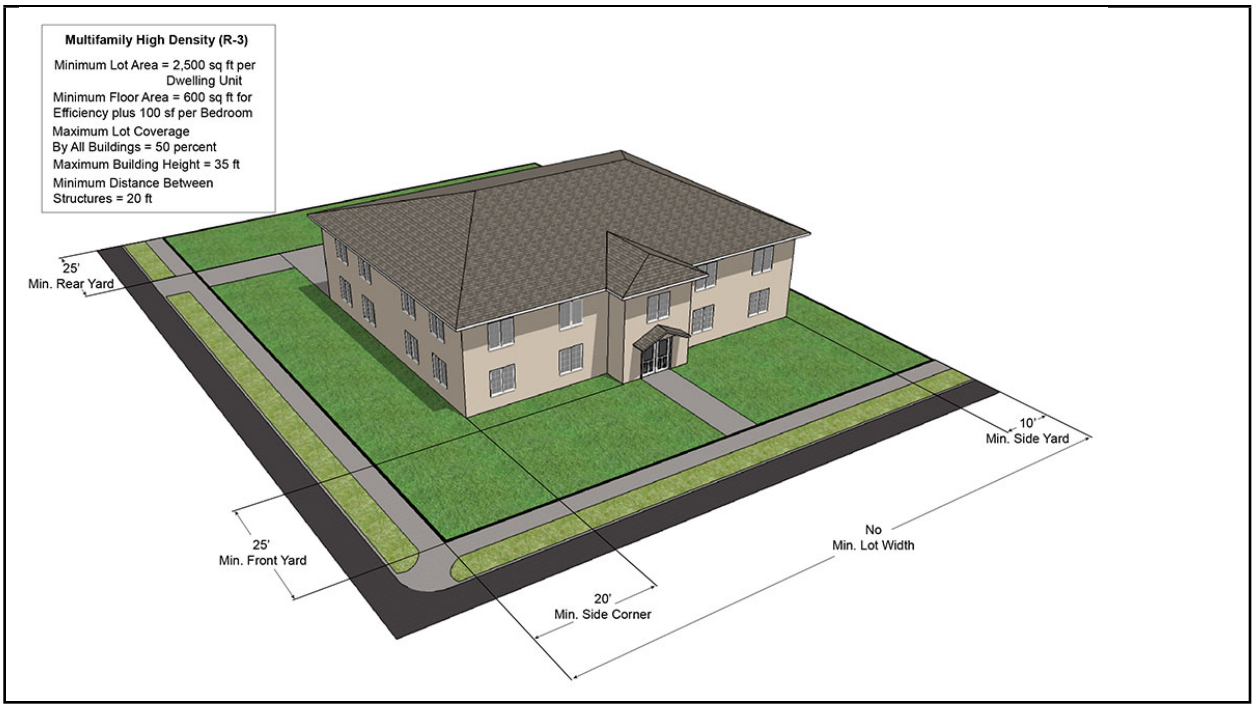
Rear yard setback, minimum (ft.)	25	
Accessory Use Development Standards	See Chapter 28 Article VII	

NOTES:

- Townhome and Multifamily developments shall have a minimum distance between structures of 20 feet.
- A maximum of six (6) dwelling units shall be allowed in a building group of townhouse units.
- Staggered setbacks are encourage to lessen the straight row effect.

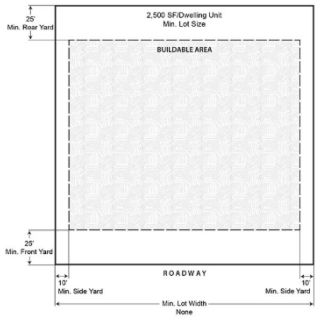
[1] For properties meeting one of the specified characteristics described in Comprehensive Plan Future Land Use Element Policy 1.7.7 for infill development, and where the required building setbacks established in this section are less than that required by Chapter 30, Development standards, Article III, Improvements, Division 10, Landscaping, the required landscape yard may be reduced to be consistent with the building setback regulations in this section.

Typical Development Configuration (For illustrative purposes only)



(Ord. No. 1-2025, § 2, 1-14-25)

Sec. 28-307. Multifamily High Density Residential (R-3).

Multifamily High Density Residential (R-3)		
(a) *Purpose*		
The Multifamily High Density Residential (R-3) district is intended to allow the development of a variety of housing types at a maximum density of fifteen (15) units per acre. This district is further intended to satisfy the need for a high concentration of population, is located adjacent to arterial or collector streets and is well served by public services and facilities. When adjacent to R-1 zoning districts, the development within the district shall be designed carefully to provide maximum compatibility with adjacent development by proper architectural design, landscaping, screening, and parking.		
(b) *Use Standards*		*Typical Lot Pattern*
See Chapter 28 Article IV and Article V		
(c) *Intensity and Dimensional Standards*		
Lot area, minimum (sq. ft.)	Townhomes: 2,000 Multifamily: 2,500 per DU	
Lot width, minimum (ft.)	Townhomes: 20 Multifamily: None	
Density, maximum (du/ac)	15	
Floor area per dwelling unit, minimum (sq. ft.)	Townhomes: 800 Multifamily: Efficiency - 600 1 Bedroom - 700 2 Bedroom - 800 3 Bedroom - 900	
Building coverage, maximum (% of lot area)	50	
Lot Coverage, maximum (% of lot area)	NA	
Height, maximum (ft.)	35	
Front yard setback, minimum (ft.)	25[1, 2]	
Side corner yard setback, minimum (ft.)	20[2]	
Interior side yard setback, minimum (ft.)	10[2, 3]	

Rear yard setback, minimum (ft.)	25[1, 2]	
Accessory Use Development Standards	See Chapter 28 Article VII	

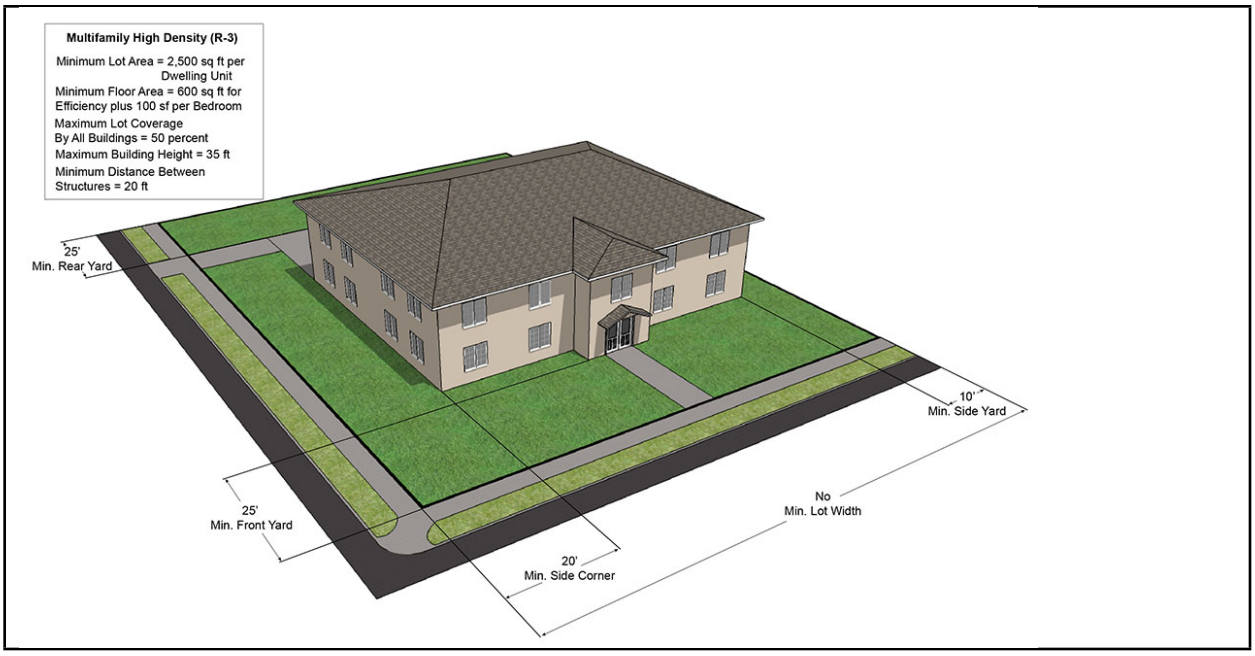
NOTES:

- Townhouse and Multifamily developments shall have a minimum distance between structures of 20 feet.
- A maximum of six (6) dwelling units shall be allowed in a building group of townhouse units.
- Staggered setbacks are encourage to lessen the straight row effect.
- Multifamily units shall contain a private storage area of thirty-two (32) square feet per unit.

[2] For townhome developments, see Section 30-151, Projections.

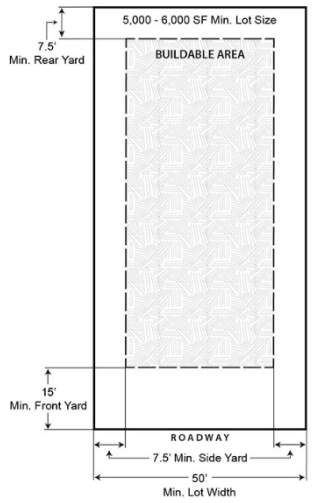
[3] For properties meeting one of the specified characteristics described in Comprehensive Plan Future Land Use Element Policy 1.7.7 for infill development, and where the required building setbacks established in this section are less than that required by Chapter 30, Development standards, Article III, Improvements, Division 10, Landscaping, the required landscape yard may be reduced to be consistent with the building setback regulations in this section. "Where a landscape yard is reduced consistent with this footnote, a visual screen as described in Section 30-339 shall be provided."

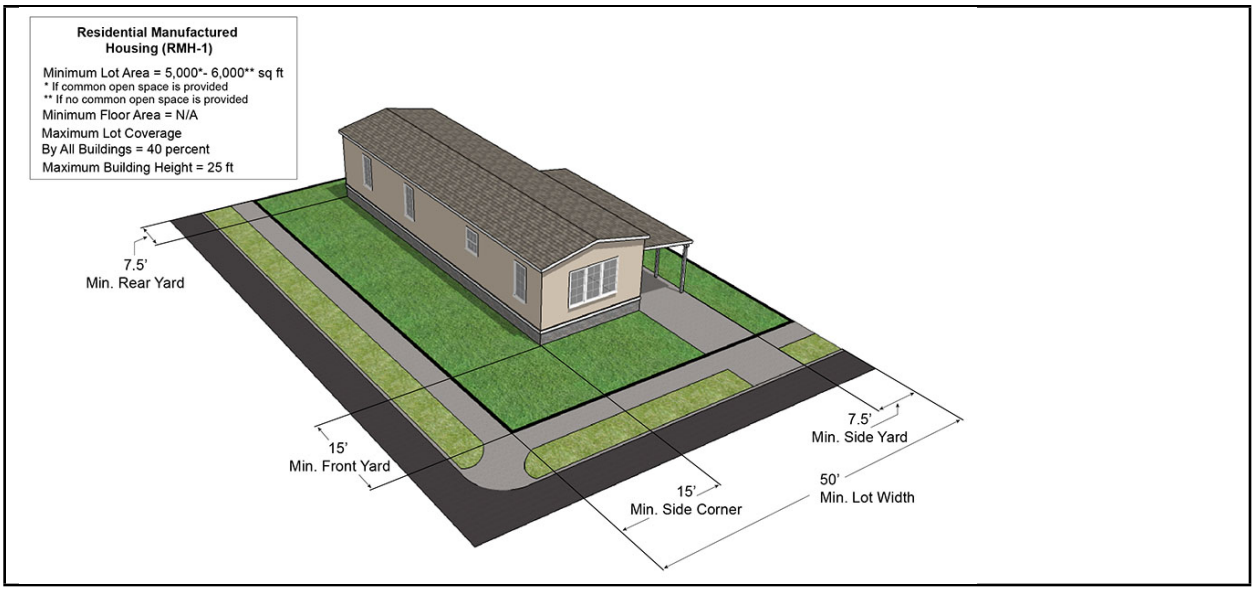
Typical Development Configuration (For illustrative purposes only)



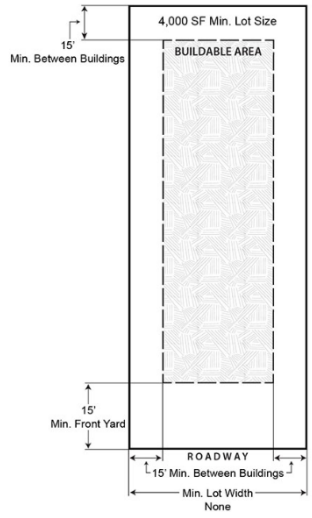
(Ord. No. 53-2018, § 1, 11-13-17; Ord. No. 1-2025, § 3, 1-14-25)

Sec. 28-308. Residential Manufactured Housing (RMH-1).

Residential Housing (RMH-1)		
(a) *Purpose*		
The Residential Manufactured Housing (RMH-1) district is established to allow for the suitable development of mobile homes and manufactured housing subdivisions platted in accordance with the subdivision regulations of the Land Development Regulations. Manufactured housing subdivisions shall be developed at a maximum density of six (6) units per acre and shall be located, designed and improved to provide a desirable residential living environment, protection from potentially adverse neighboring influences, protection for adjacent residential properties and access for vehicular traffic without traversing minor streets in adjoining residential neighborhoods. It is the further intent to declare that the mixing of manufacturing housing and conventional dwellings in the same development may potentially produce mutual incompatibility for both types of dwellings. To that end, manufactured housing shall be developed in residential manufactured housing subdivisions.		
(b) *Use Standards*		*Typical Lot Pattern*
See Chapter 28 Article IV and Article V		
(c) *Intensity and Dimensional Standards*		
Lot area, minimum (sq. ft.)	5,000	
Lot width, minimum (ft.)	50	
Density, maximum (du/ac)	6	
Floor area per dwelling unit, minimum (sq. ft.)	None	
Building coverage, maximum (% of lot area)	40	
Lot coverage, maximum (% of lot area)	NA	
Height, maximum (ft.)	25	
Front yard setback, minimum (ft.)	15	
Side corner yard setback, minimum (ft.)	15	
Interior side yard setback, minimum (ft.)	7.5	
Rear yard setback, minimum (ft.)	7.5	
Accessory Use Development Standards	See Chapter 28 Article VII	
NOTES:		
Typical Development Configuration (For illustrative purposes only)		


Residential Manufactured Housing (RMH-1)
Minimum Lot Area = 5,000*- 6,000** sq ft
* If common open space is provided
** If no common open space is provided
Minimum Floor Area = N/A
Maximum Lot Coverage
By All Buildings = 40 percent
Maximum Building Height = 25 ft
7.5'
Min. Rear Yard
15'
Min. Front Yard
15'
Min. Side Corner
7.5'
Min. Side Yard
50'
Min. Lot Width

Sec. 28-309. Residential Manufactured Housing Park (RMH-2).

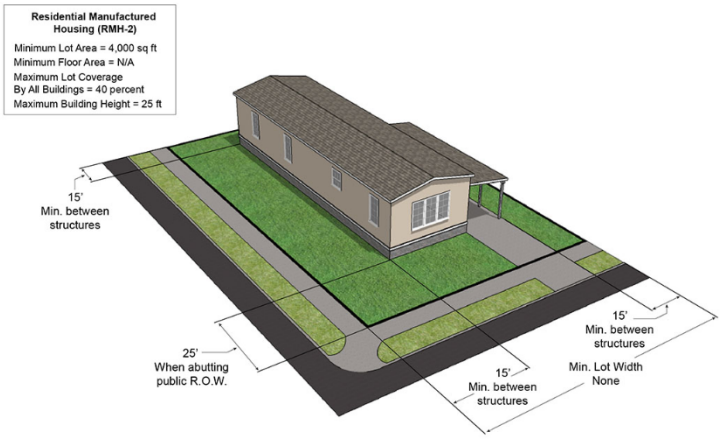
Residential Manufactured Housing Park (RMH-2)	
(a) *Purpose*	
The Residential Manufactured Housing Park (RMH-2) district is created to provide for the suitable development of mobile homes and manufactured housing in a parklike setting. Such manufactured housing communities shall be developed at a maximum density of eight (8) units per acre and shall be located, designed and improved to provide a desirable residential living environment, protection from substantially adverse neighboring influences, protection for adjacent residential properties and access for vehicular traffic without traversing minor streets in adjoining residential neighborhoods. It is the further intent to declare that the mixing of manufacturing [manufactured] housing and conventional dwellings in the same development may potentially provide mutual incompatibility for both types of dwellings. Therefore, manufactured housing shall be developed in a parklike setting. Accommodation for travel trailer parks as a conditional use shall be provided within this designation.	
(b) *Use Standards*	*Typical Lot Pattern*
See Chapter 28 Article IV and Article V	
(c) *Intensity and Dimensional Standards*	
Lot area, minimum (sq. ft.)	4,000
Lot width, minimum (ft.)	None
Density, maximum (du/ac)	8
Floor area per dwelling unit, minimum (sq. ft.)	None
Building coverage, maximum (% of lot area)	40
Lot coverage, maximum (% of lot area)	NA
Height, maximum (ft.)	25
Front yard setback, minimum (ft.)	25[1]
Side corner yard setback, minimum (ft.)	15[2]
Interior side yard setback, minimum (ft.)	15[2]
Rear yard setback, minimum (ft.)	15[2]
Accessory Use Development Standards	See Chapter 28 Article VII, Section 28-8(c)8, Porches, cabanas, awnings and accessory structures

NOTES:

[1] When abutting a public Right-of-Way.

[2] Minimum distance between structures.

Typical Development Configuration (For illustrative purposes only)

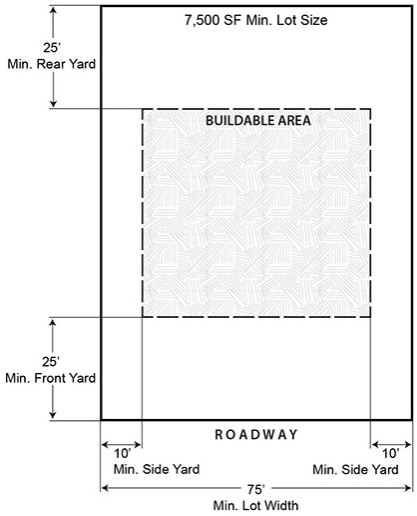


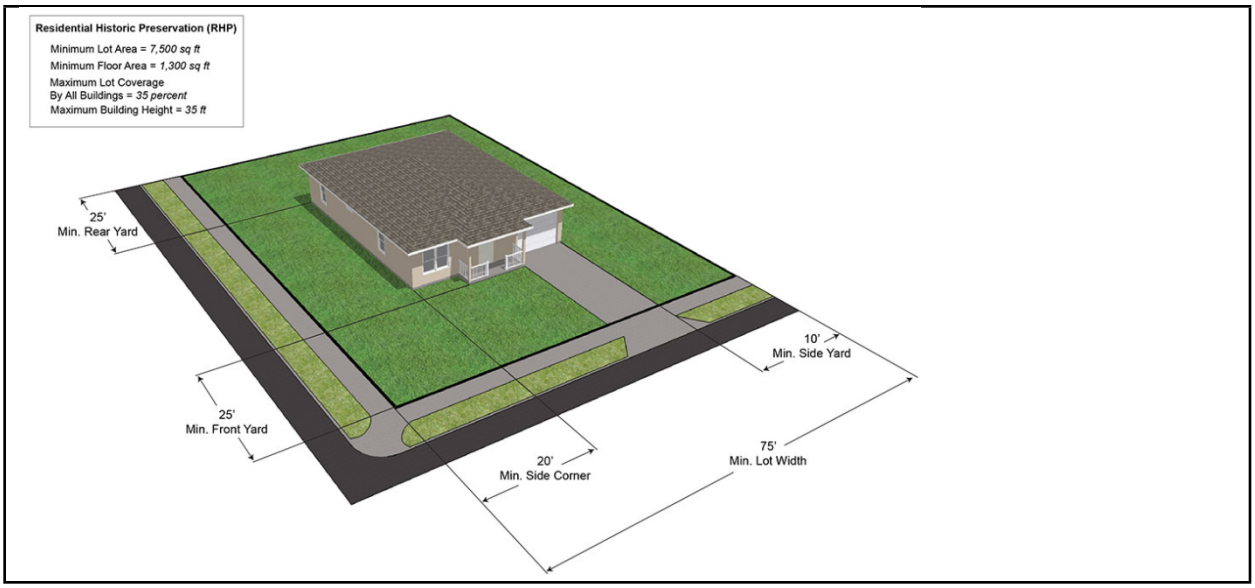
(d) *Additional Standards*

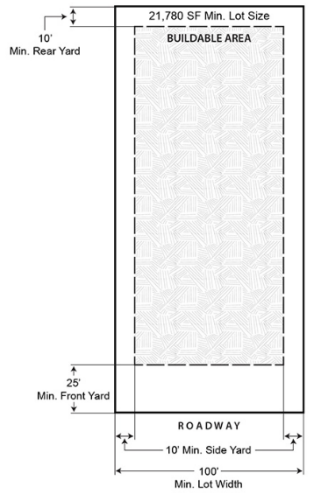
(1) Minimum open space - See Chapter 30, Development Standards, Article II, Improvements, Division 3, Open Space

(Ord. No. 34-2018, § 2, 7-24-18)

Sec. 28-310. Residential Historic Preservation (RHP).

Residential Historic Preservation (RHP)	
(a) *Purpose*	
The Residential Historic Preservation (RHP) district is established as a special district to protect the substantial public interest of the unique downtown residential area along the Indian River that is of great historical and aesthetic importance and should be preserved for future generations. The intent of this district is to preserve the character and harmony of the district. It is further intended that the district be in accord with and promote the purposes set forth in the Comprehensive Plan.	
(b) *Use Standards*	*Typical Lot Pattern*
See Chapter 28 Article IV and Article V	
(c) *Intensity and Dimensional Standards*	
Lot area, minimum (sq. ft.)	7,500
Lot width, minimum (ft.)	75
Density, maximum (du/ac)	5.8
Floor area per dwelling unit, minimum (sq. ft.)	1,300
Building coverage, maximum (% of lot area)	35
Lot coverage, maximum (% of lot area)	NA
Height, maximum (ft.)	35
Front yard setback, minimum (ft.)	25
Side corner yard setback, minimum (ft.)	20
Interior side yard setback, minimum (ft.)	10
Rear yard setback, minimum (ft.)	25
Accessory Use Development Standards	See Chapter 28 Article VII
NOTES:	
Typical Development Configuration (For illustrative purposes only)	



Hospital Medical (HM)		
(a) *Purpose*		
The Hospital Medical (HM) district is created to provide a protective area for the harmonious development of health care facilities and accessory services convenient to arterial streets. The district is intended to be protected from encroachment by land uses that are incompatible to the location, operation and expansion of medical facilities development.		
(b) *Use Standards*		*Typical Lot Pattern*
See Chapter 28 Article IV and Article V		
(c) *Intensity and Dimensional Standards*		
Lot area, minimum (sq. ft.)	21,780	
Lot width, minimum (ft.)	100	
Density, maximum (du/ac)	NA	
Floor area per dwelling unit, minimum (sq. ft.)	NA	
Building coverage, maximum (% of lot area)	50	
Lot coverage, maximum (% of lot area)	None	
Height, maximum (ft.)	None	
Front yard setback, minimum (ft.)	25[1]	
Side corner yard setback, minimum (ft.)	15[2]	
Interior side yard setback, minimum (ft.)	10[2]	

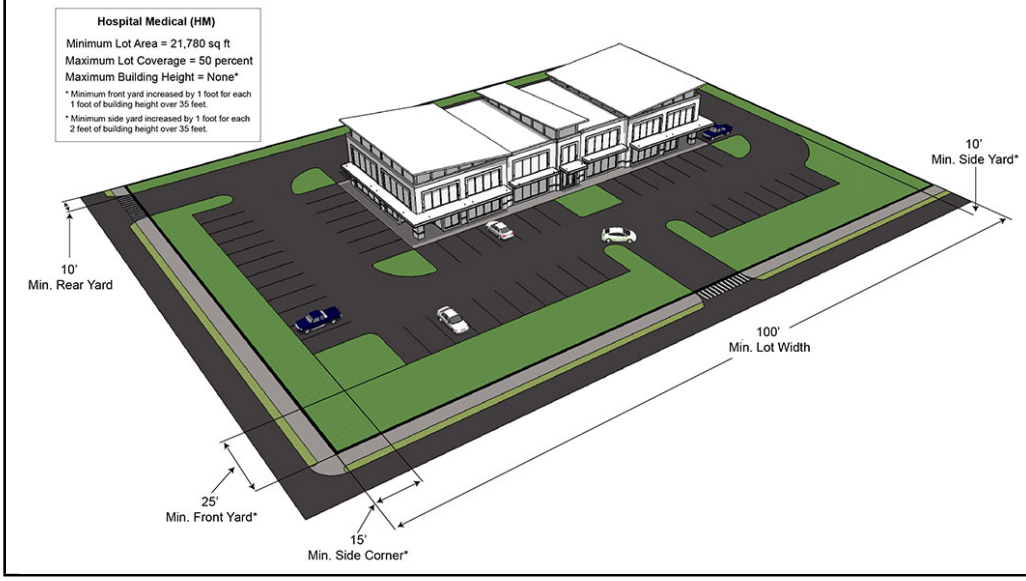
Rear yard setback, minimum (ft.)	10[2]	
Accessory Use Development Standards	See Chapter 28 Article VII	

NOTES:

[1] Plus one (1) foot for each foot of building height over thirty-five (35) feet.

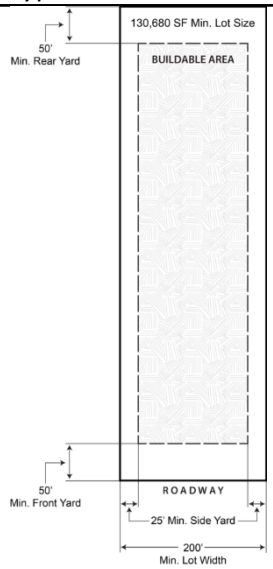
[2] Plus one (1) foot for every two (2) feet of building height over thirty-five (35) feet.

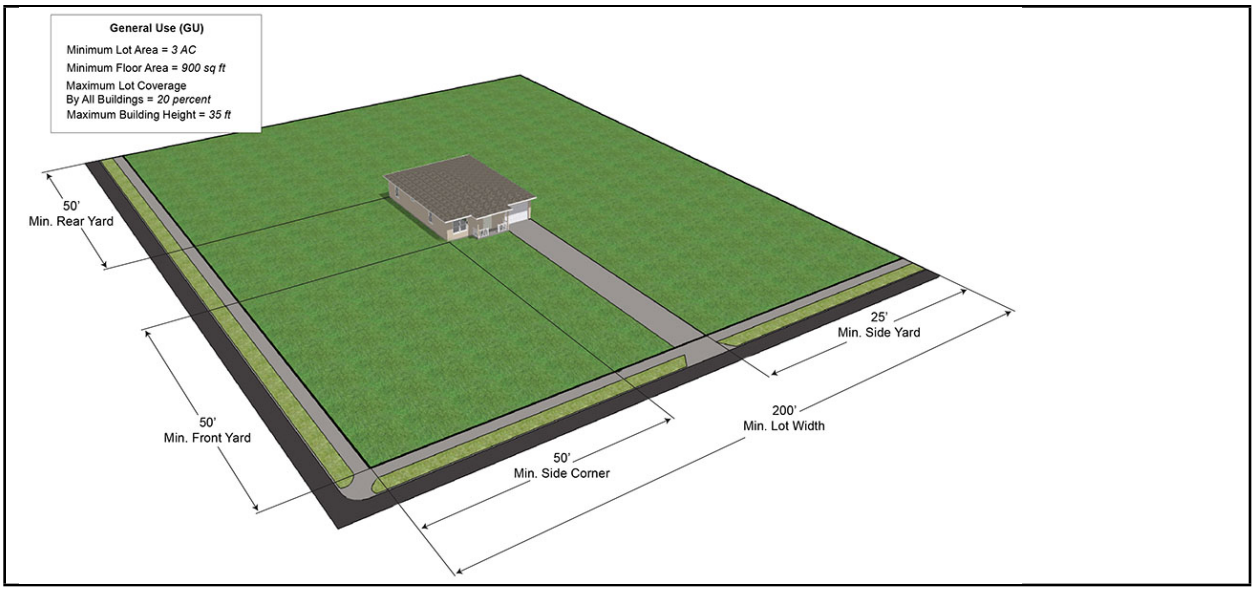
Typical Development Configuration (For illustrative purposes only)



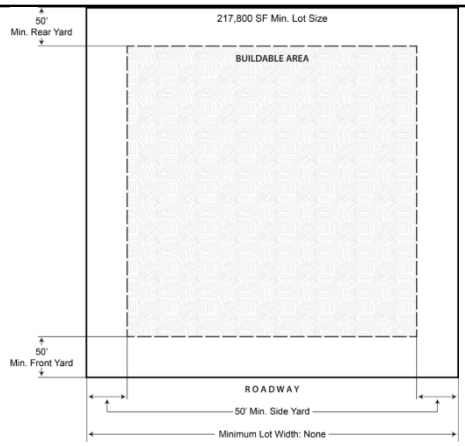
(Ord. No. 14-2019, § 1, 5-14-19)

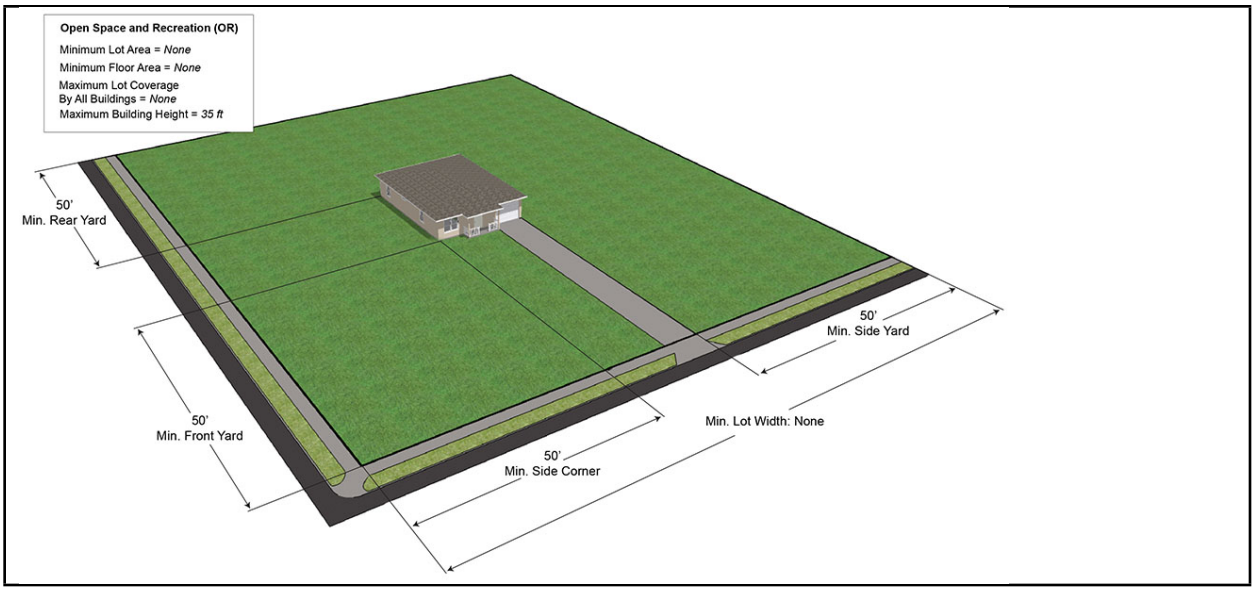
Sec. 28-321. General Use (GU).

General Use (GU)		
(a) *Purpose*		
The General Use (GU) District is created to apply to areas where urban services are not presently available. The regulations for this district are intended to retain these lands under this designation pending the proper timing of economical provision of public services and facilities to ensure orderly development. It is further intended that this district will implement the goals, objectives, and policies of the Comprehensive Plan.		
(b) *Use Standards*		*Typical Lot Pattern*
See Chapter 28 Article IV and Article V		
(c) *Intensity and Dimensional Standards*		
Lot area, minimum (sq. ft.)	130,680 (3 ac)	
Lot width, minimum (ft.)	200	
Density, maximum (du/ac)	1du/3ac	
Floor area per dwelling unit, minimum (sq. ft.)	900	
Building coverage, maximum (% of lot area)	20	
Lot coverage, maximum (% of lot area)	None	
Height, maximum (ft.)	35	
Front yard setback, minimum (ft.)	50	
Side corner yard setback, minimum (ft.)	50	
Interior side yard setback, minimum (ft.)	25	
Rear yard setback, minimum (ft.)	50	
Accessory Use Development Standards	See Chapter 28 Article VII	
NOTES:		
Typical Development Configuration (For illustrative purposes only)		


General Use (GU)
Minimum Lot Area = 3 AC
Minimum Floor Area = 900 sq ft
Maximum Lot Coverage
By All Buildings = 20 percent
Maximum Building Height = 35 ft
50'
Min. Rear Yard
50'
Min. Front Yard
50'
Min. Side Corner
25'
Min. Side Yard
200'
Min. Lot Width

Sec. 28-322. Open Space and Recreation (OR).

Open Space and Recreation (OR)		
(a) *Purpose*		
The Open Space and Recreation (OR) District is established to provide for the conservation and protection of sensitive lands within the City. It is intended that this district will not function as a holding designation for land but rather a permanent classification in order to ensure that present and future residents of the City are able to enjoy the benefits of the natural environment of the City. It is further intended that the district will implement the goals, objectives and policies of the Comprehensive Plan.		
(b) *Use Standards*	*Typical Lot Pattern*	
See Chapter 28 Article IV and Article V		
(c) *Intensity and Dimensional Standards*		
Lot area, minimum (sq. ft.)	None	
Lot width, minimum (ft.)	None	
Density, maximum (du/ac)	1du/5ac[1]	
Floor area per dwelling unit, minimum (sq. ft.)	None	
Building coverage, maximum (% of lot area)	None	
Lot coverage, maximum (% of lot area)	None	
Height, maximum (ft.)	35	
Front yard setback, minimum (ft.)	50	
Side corner yard setback, minimum (ft.)	50	
Interior side yard setback, minimum (ft.)	50	
Rear yard setback, minimum (ft.)	50	
Accessory Use Development Standards	See Chapter 28 Article VII	
NOTES: [1] Single-family homes in wetlands must obtain a Conditional Use Permit prior to construction as required in Section 28-80, Single-family dwellings (detached).		
Typical Development Configuration (For illustrative purposes only)		



(Ord. No. 16-2023, § 4, 3-14-23)

Sec. 28-323. Public (P).

28-323 Public (P)	
(a) *Purpose*	
The Public (P) District is established as a special district to protect the substantial public interest of real property owned and used by any governmental entity including local, state or federal government units, or for publicly owned real property being utilized by non-profit or other non-governmental organizations for the public welfare. This district is not intended to be applied to privately owned land that is used by government units. This district is not intended to be applied to land that is used by governmental entities on an easement or leased basis if title to the land is in private ownership. It is not the intent to classify all lands owned by government into this district but only those lands particularly and peculiarly related to the public welfare. It is intended that the district be utilized for mapping purposes and to be in accord with and promote the purposes set forth in the Comprehensive Plan.	
(b) *Use Standards*	
See Chapter 28 Article IV and Article V	
(c) *Intensity and Dimensional Standards*	
Lot area, minimum (sq. ft.)	None
Lot width, minimum (ft.)	None
Density, maximum (du/ac)	1 per 3 acres as accessory to permitted principal uses
Floor area per dwelling unit, minimum (sq. ft.)	NA
Building coverage, maximum (% of lot area)	None
Lot coverage, maximum (% of lot area)	None
Height, maximum (ft.)	None
Front yard setback, minimum (ft.)	None
Side corner yard setback, minimum (ft.)	None
Interior side yard setback, minimum (ft.)	None
Rear yard setback, minimum (ft.)	None
Accessory Use Development Standards	See Chapter 28 Article VIII
NOTES:	

(Ord. No. 41-2025, § 6, 11-25-25)

Sec. 28-325. Urban Mixed-Use (UMU).

Urban Mixed-Use (UMU)	
(a) *Purpose*	
The Urban Mixed-Use (UMU) district is [a] special district to be applied [to] the area north of Pine Street, west of the Florida East Coast Railroad, and east of Park Avenue intended to create a walkable, pedestrian-friendly environment allowing a mixing of both residential and commercial uses. Properties within this zoning district are intended intended to allow a mix of residential and commercial land uses, while ensuring adequate beffers/screening between property uses of differing intensities. These regulations are intended to encourage mixed-use development that capitalizes on the opportunities of the Coast-to-Coast trail and proximity to the City's downtown and provides flexibility in development standards. It is also intended to recognize the existing industrial businesses as permitted uses, while prohibiting the establishment of new industrial uses.	
(b) *Use Standards*	
See Chapter 28 Article IV and Article V	
(c) *Intensity and Dimensional Standards*	
Lot area, minimum (sq. ft.)	Commercial: 4,000 Single-Family: 4,000 Multifamily (2 units): 1,500 per dwelling unit Multifamily (>2 units): 1,500 per dwelling unit
Lot width, minimum (ft.)	Commercial: 40 Single-Family: 40 Multifamily (2 units): 20 Multifamily (>2 units): one
Density, maximum (du/ac)	Commercial: 0.2 FAR (Floor Area Ratio) Single-Family: 15 Multifamily (2 units): 15 Multifamily (>2 units): 15
Floor area per dwelling unit, minimum (sq. ft.)	Commercial: NA Single-family: 900 Multifamily (2 units): 600 + 100 per each additional bedroom Multifamily (>2 units): None
Building coverage, maximum (% of lot area)	None
Lot coverage, maximum (% of lot area)	None
Height, maximum (ft.)	Commercial: 35 Single-Family: 35 Multifamily (2 units): 35 Multifamily (>2 units): 35
Front yard setback, minimum (ft.)	Commercial: 5[1] Single-Family: 10 Multifamily (2 units): 10 Multifamily (>2 units): 10

Side corner yard setback, minimum (ft.)	Commercial: 15[1] Single-Family: 15 Multifamily (2 units): 15 Multifamily (>2 units): 15
Interior side yard setback, minimum (ft.)	Commercial: 5[1] Single-Family: 5 Multifamily (2 units): 5 Multifamily (>2 units): 5
Rear yard setback, minimum (ft.)	Commercial: 20[1] Single-Family: 20 Multifamily (2 units): 20 Multifamily (>2 units): 20
Accessory Use Development Standards	See Chapter 28 Article VII
NOTES: [1] Where the required building setbacks established in this section are less than that required by Chapter 30, Development standards, Article III, Improvements, Division 10, Landscaping, the required landscape yard may be reduced to be consistent with the building setback regulations in this section.	

(Ord. No. 37-2017, § 32, 11-14-17)

Sec. 28-326. Shoreline Mixed-Use (SMU).

Shoreline Mixed-Use (SMU)	
(a) *Purpose*	
The Shoreline Mixed-Use (SMU) district is designed as a special district to protect the substantial public interest of the Indian River/Washington Avenue corridor. Based upon historical and existing land use commitments, it is the intent of the district to encourage and enhance a mix of residential, public/semi-public uses, tourist use, commercial uses, public and private recreational uses including wet docking and boat shops are promoted. Marine service activities are prohibited. It is further intended that careful treatment of the visual environment and principal views of the public be considered when development is undertaken. This district shall be in accord with and promote the purposes set forth in the Comprehensive Plan.	
(b) *Use Standards*	
See Chapter 28 Article IV and Article V	
(c) *Intensity and Dimensional Standards*	
Lot area, Minimum (sq. ft.)	Single-Family: 7,500 Townhomes: 2,500 Multifamily: 2,500 per dwelling unit Patio Homes: 4,000
Lot width, Minimum (ft.)	Single-Family: 75 Townhomes: 25 Multifamily: None Patio Homes: 40
Density, Maximum (du/ac)	15[1] Property having access from a local street or Riveredge Drive 6[2]
Floor area per dwelling unit, minimum (sq. ft.)	1,200
Building coverage, maximum (% of lot area)	Single-Family: 45 Townhomes: 50 Multifamily: 55 Patio Homes: 35[3]
Lot coverage, maximum (% of lot area)	None
Height, maximum (ft.)	50[4, 5]
Front yard setback, minimum (ft.)	Single-Family: 25 Townhomes: 25 Multifamily: 25 Patio Homes: 25
Side corner yard setback, minimum (ft.)	Single-Family: 20 Townhomes: 20 Multifamily: 20 Patio Homes: Minimum 10 feet from adjacent buildings
Interior side yard setback, minimum (ft.)	Single-Family: 10 Townhomes: NA Multifamily: 10

	Patio Homes: Minimum combined side yard total of 10 feet
Rear yard setback, minimum (ft.)	Single-Family: 25 Townhomes: 25 Multifamily: 25 Patio Homes: 20
Accessory Use Development Standards	See Chapter 28 Article VII

NOTES:

[1] Transient accommodations, boarding houses and other tourist accommodations not noted as a permitted use of this zoning district shall have a maximum density of fifteen (15) units per acre. If fifty (50) percent or more of the units do not have cooking facilities, thirty (30) units per acre may be allowed subject to conditional use permit approval. Density may be increased to 20 units per acre per the regulations in Sec. 28-71(c).

[2] May be increased up to 15 units per acre per the regulations in Sec. 28-71(c).

[3] If all required parking is covered by a permanent structure, the lot coverage may be increased to 50 percent.

[4] An additional one (1) foot side yard setback shall be required for each foot of building height above 35 feet.

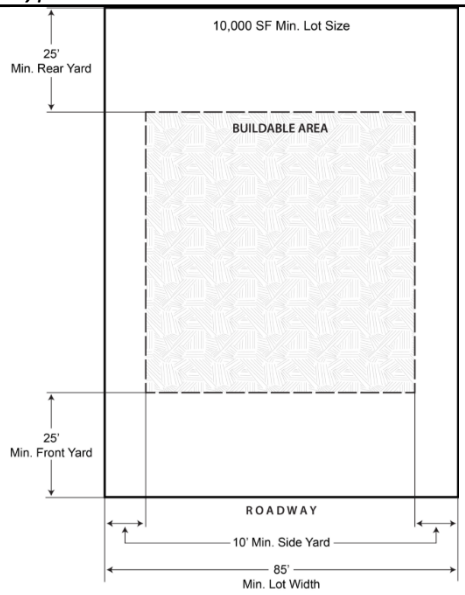
[5] For properties with structures located adjacent to a local street or Riveredge Drive, the maximum building height along the street shall not exceed 35 feet at the setback lines. One and one-half feet of additional setback shall be required for each foot of building height over 35 feet.

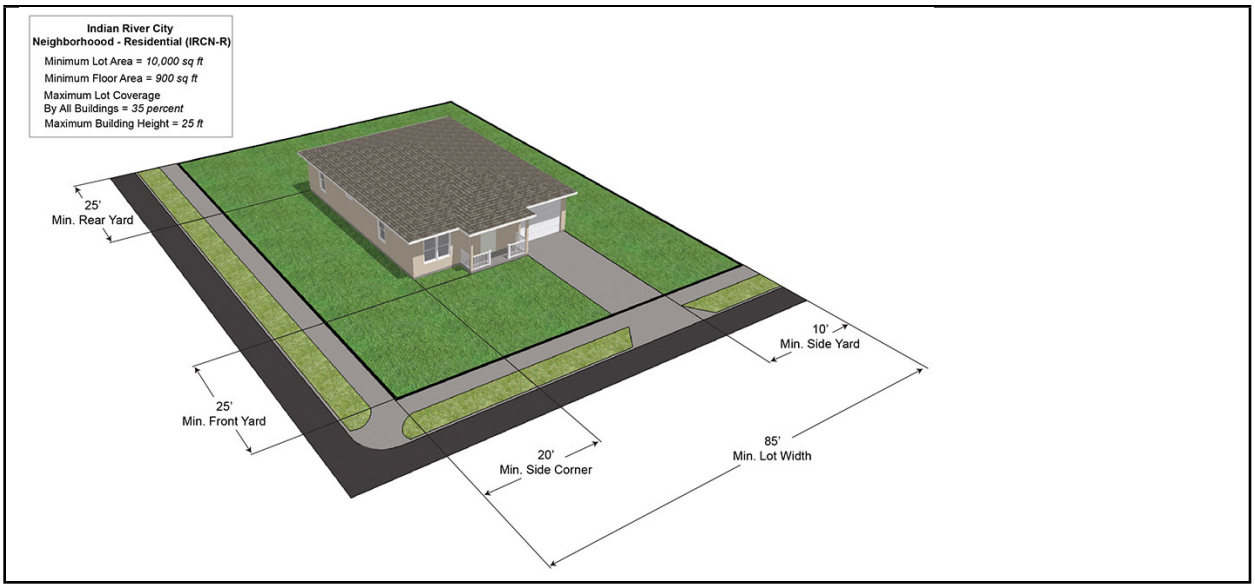
Sec. 28-328. Urban Village (UV).

Urban Village (UV)	
(a) *Purpose*	
The Urban Village (UV) District is created as a special district to protect the substantial special public interest of the areas described in the US 1 Corridor Master Plan. The US 1 Corridor area is roughly bounded by Grace Street to the north, SR 50 and property immediately to the South, the Indian River Lagoon to the east and Hopkins Avenue to the west as shown on the study area map. This zoning district shall be limited to the three redevelopment sites identified in the US 1 Corridor Master Plan and have an emphasis on encouraging a mix of land use development with higher density residential and commercial, offices and similar uses with greater height limitations. Maintenance of the district character as identified in the adopted US 1 Corridor Master Plan, along with harmonious coexistence with surrounding land uses are paramount concerns. It is further intended that the district be in accord with and promote the purposes set forth in the Comprehensive Plan, the UMU future land use designation and the US 1 Corridor Master Plan. Developments within the UV zoning district shall also meet the regulations established in Chapter 33, Article V.	
(b) *Use Standards*	
See Chapter 28 Article IV and Article V	
(c) *Intensity and Dimensional Standards*	
Lot area, minimum (sq. ft.)	None
Lot width, minimum (ft.)	None
Density, maximum (du/ac)	15
Floor area per dwelling unit, minimum (sq. ft.)	None
Building coverage, maximum (% of lot area)	None
Lot coverage, maximum (% of lot area)	75%[1]
Height, maximum (ft.)	50[2]
Front yard setback, minimum (ft.)	None
Side corner yard setback, minimum (ft.)	None
Interior side yard setback, minimum (ft)	None
Rear yard setback, minimum (ft.)	None
Accessory Use Development Standards	One (1) flagpole up to 80 feet may be installed within a project (defined as having shared infrastructure or shared ingress/egress or governed by a common site plan). The height shall be measured to the top of the flagpole from the ground, regardless of mounting on the ground or a building.
NOTES: [1] A minimum 25% of the total gross acreage of the site shall be dedicated as common open space. [2] The maximum allowable height is fifty (50) feet, unless 20% of the ground floor of the building is utilized as retail space, in which case the maximum allowable height may not exceed sixty (60) feet. Building height up to one hundred (100) feet shall only be allowed by conditional use approval, and meet the standards in Sec. 28-106. In no event shall the total height of a building/structure exceed one hundred (100) feet, including roof structures or elements affixed to the roof.	

(Ord. No. 38-2018, § 1, 8-28-18; Ord. No. 10-2022, § 3, 4-12-22)

Sec. 28-330. Indian River City Neighborhood-Residential (IRCN-R).

Indian River City Neighborhood-Residential (IRCN-R)	
(a) *Purpose*	
In the Indian River City Neighborhood Residential (IRCN-R) district, it is intended that the single-family residential land uses be recognized and enhanced as the predominant land use in this district, and to encourage new infill single-family residential development. Although the intent of the district is to preserve and expand single-family residential uses, existing multifamily uses shall be recognized as a permitted use. It is further intended that the district be in accord with and promote the purposes set forth in the Comprehensive Plan, specifically Future Land Use Element Policies 1.1.4 and Policy 1.1.5.	
(b) *Use Standards*	*Typical Lot Pattern*
See Chapter 28 Article IV and Article V	
(c) *Intensity and Dimensional Standards*	
Lot area, minimum (sq. ft.)	10,000
Lot width, minimum (ft.)	85
Density, maximum (du/ac)	4
Floor area per dwelling unit, minimum (sq. ft.)	900
Building coverage, maximum (% of lot area)	35
Lot coverage, maximum (% of lot area)	None
Height, maximum (ft.)	25
Front yard setback, minimum (ft.)	25
Side corner yard setback, minimum (ft.)	20
Interior side yard setback, minimum (ft.)	10
Rear yard setback, minimum (ft.)	25
Accessory Use Development Standards	See Chapter 28 Article VII
NOTES:	
Typical Development Configuration (For illustrative purposes only)	



Secs. 28-330—28-340. Reserved.

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:
Mayor Connors will provide his individual report.

Summary Explanation & Background:
N/A

Alternatives:
N/A

Item Budgeted:
N/A

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

Strategic Plan:
N/A

Strategic Plan Impact:
N/A

ATTACHMENTS:
1. Letter to the Mayor from Senator Tom A. Wright 06.29.2026

THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

COMMITTEES:
Military and Veterans Affairs, Space, and Domestic Security, *Chair*
Appropriations
Appropriations Committee on Criminal and Civil Justice
Appropriations Committee on Transportation, Tourism, and Economic Development
Commerce and Tourism
Rules
Transportation

JOINT COMMITTEE:
Joint Legislative Auditing Committee

SENATOR TOM A. WRIGHT
8th District

June 29, 2026

The Honorable Andrew Connors
Mayor
City of Titusville
555 S Washington Avenue
Titusville, FL 32796

Hello Mayor Connors:

I wanted to personally reach out regarding your Local Funding Initiative Requests. While your projects received support throughout the legislative process and were included in the budget approved by the Florida Legislature, I was disappointed to learn that Governor DeSantis ultimately vetoed the funding when signing the budget.

The following projects were vetoed:
- Titusville Drones as First Responder Program 2.0 (DFR 2.0)
- Titusville 911 Communications System Update
- Titusville Cybersecurity and Data Security Enhancements

Although this outcome is certainly disappointing, I remain proud to have supported these requests because I believe they represent meaningful investments in our communities.

It has been one of the greatest honors of my career to represent the people of District 8 in the Florida Senate. As my term comes to a close later this year, I want to sincerely thank you for your partnership and for everything you do for our community.

Although my Senate service is nearing its conclusion, I remain available to assist however I can during the remainder of my term and encourage you to continue pursuing these worthy projects with your future legislative delegation.

At your service,

Tom A. Wright

Senator Tom A. Wright
Florida Senate District 8

REPLY TO:
❒ 4606 Clyde Morris Blvd., Suite 2-J, Port Orange, Florida 32129 (386) 304-7630
❒ 412 Senate Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5008

Senate's Website: *www.flsenate.gov*

BEN ALBRITTON
President of the Senate

JASON BRODEUR
President Pro Tempore

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 will provide their individual reports.

Summary Explanation & Background:
N/A

Alternatives:
N/A

Item Budgeted:
N/A

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

Strategic Plan:
N/A

Strategic Plan Impact:
N/A

ATTACHMENTS:
None

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **City Manager's Report**

Department/Office: City Manager

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

Summary Explanation & Background:
N/A

Alternatives:
N/A

Item Budgeted:
N/A

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

Strategic Plan:
N/A

Strategic Plan Impact:
N/A

ATTACHMENTS:
1. CM Report - 14 July 26

MEMORANDUM

July 14, 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 July 14, 2026:

A. ACTION ITEMS

1. 2nd Annual Sustainability Leaders Awards Luncheon

The 2nd Annual Sustainability Leaders Awards Luncheon will be held at the Vine and Olive Restaurant on Thursday, July 23 at 12:00 p.m.

This luncheon will honor a select group of community leaders whose contributions support the City's ongoing commitment to environmental stewardship, community resilience, and sustainable development. All the Council Members are invited to join staff in celebrating the accomplishments of these outstanding community partners and their role in helping Titusville achieve its sustainability objectives.

Council Members and staff wishing to attend should confirm their reservation with Lily Gaileo, Sustainability Coordinator.

B. INFORMATION ITEMS

1. Appointment of Titusville Economic Development Board Executive Director

In accordance with Section (4) of City of Titusville Resolution 01-2026, Mr. Nicholas Gow has been appointed Executive Director of the City's Economic Development Board effective this date. His position description and compensation have been adjusted accordingly to reflect this increase in job responsibilities.

Special Meetings and Events	
Sustainability Leaders Luncheon	Vine and Olive Restaurant July 23, 2026 12:00 pm – 1:30 pm
Budget Workshop	City Hall August 4, 2026 5:00 pm

1st Budget Public Hearing	City Hall September 9, 2026 5:30 pm
Final Budget Public Hearing	City Hall September 21, 2026 5:30 pm

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Andriene Treasure, Esq., City Attorney

Subject: **Titusville Municipal Marina – Expanded Activity and Use Considerations**

Department/Office: City Attorney's Office

Recommended Action:
No recommendation. Council may provide directive(s).

Summary Explanation & Background:
On May 30, 2026, at the City Council Strategic Planning Retreat, Council requested the City Attorney's Office research and provide information regarding Procedures for Amending Sovereignty Submerged Lands Leases; Expanding Uses at Titusville Municipal Marina and Surrounding Parks.

On June 30, 2026, the City Attorney's Office provided Council a written legal memorandum in response to the request.

Please advise if any questions or any further direction given.

Alternatives:
N/A

Item Budgeted:
N/A

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

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Memo Re. Expanded Activities at Titusville Municipal Marina
2. 1963 Dedication
3. County Lease - Marina

CITY OF TITUSVILLE

"Gateway to Nature and Space"

Office of the City Attorney

555 S. Washington Avenue • P.O. Box 2806
Titusville, FL 32796-3584 • 32781-2806

Phone: (321) 383-5693
CityAttorney@titusville.com
www.titusville.com

MEMORANDUM

To: **Honorable Mayor and City Council; City Manager; Assistant City Manager; City Clerk**

From: **Office of the City Attorney**

Subject: **Procedures for Amending Sovereignty Submerged Lands Leases; Expanding Uses at Titusville Municipal Marina and Surrounding Parks**

Date: **June 30, 2026**

BACKGROUND

In 1963, the Trustees of the Internal Improvement Fund of the State of Florida ("Trustees") dedicated approximately 22.2 acres of submerged lands to the City that now house Marina Park. This Dedication stated that such land shall "be used for public purposes only, including public recreational purposes," and that the City "is not permitted to grant private concessions and leases for facilities built or to be built on said land." Thereafter, in 1984, the Trustees transferred title to approximately 16.47 acres of land that are now occupied by Sand Point Park. This transfer contained no public purpose restriction. Finally, in 2009, the Trustees leased to the City, through July 3, 2034, approximately 347,449 square feet of sovereignty submerged lands for the Titusville Municipal Marina, "exclusively to be used for mooring of commercial and recreational vessels." A map depicting the property included in the lease and transfers is attached herein as Exhibit "A".

Members of the City Council have expressed a desire to permit expanded activity and uses in and around the Titusville Municipal Marina. The Dedication and Lease described above, as well as an interlocal agreement described below, impose restrictions on activity and uses in and around the Marina at this time.

UPLAND PARCELS

While the Sand Point Park and Marina Park upland parcels are owned by the City, the park lands are currently under the exclusive "use, jurisdiction, and control"

of Brevard County pursuant to a 1992 Interlocal Agreement. In order for the City to permit expanded activity and uses on these parcels, the Agreement would need to be amended to remove the properties from County control. The City is permitted to "withdraw certain parks from [the] Agreement upon ninety (90) days prior written notice to the County, which notice must be received by the County on or before July 1 of any given year." Alternatively, the City may rescind, by ordinance, "its consent to the inclusion of the incorporated areas of the City within the boundaries of the District One Brevard County Recreation Municipal Service Taxing Unit."

The Marina Park uplands are additionally subject to the restrictions contained in the 1963 Dedication. In order to revise the 1963 Dedication and remove the restrictions contained therein, approval by the Trustees is required. Once a formal request detailing the modification of the Dedication is submitted to the Division of State Lands,* the Division will conduct a review of the request, which may include conducting appraisals. Once the review is completed the request will be placed on the agenda of the next meeting of the Trustees. Modification of the Dedication may require payment of compensation to the Trustees.

SUBMERGED PARCELS

Generally, "all activities on sovereignty submerged lands must be not contrary to the public interest," and such activities are limited to "water dependent activities and minimal secondary non-water dependent uses," or certain "open-air dining" activities. The Trustees may grant permission for other activities based on a case-by-case evaluation. All revenue-generating activities require the issuance of a lease by the Trustees, and all leases are modifiable subject to approval by the Trustees.

NEXT STEPS

Should Council wish to move forward with a modification of the Submerged Lands Lease, Marina Park Dedication, or Interlocal Agreement, a Motion should be passed directing the Office of the City Attorney to begin the application and negotiation process. As part of any Lease or Dedication modification, the Division of State Lands will likely inquire about what specific activities the City desires to permit. Such contemplated uses should be stated by Council with all specificity possible. Should City Council wish to expand the configuration of the Marina, the City will likely also need to obtain an additional Environmental Resource Permit.

Please do not hesitate to reach out to our Office with any questions.

* The Florida Department of Environmental Protection's Division of State Lands acts as staff for the Board of Trustees of the Internal Improvement Fund.

EXHIBIT A

N
W
E
S
DEDICATED BY TRUSTEES
#23535
SUBMERGE LAND LEASE (FEE WAIVED)
#050388959
EXP 7/3/34
DISCLAIMER DEED
#26547
CITY PROPERTY
SHIP STORE AND PARKING
CITY OF TITUSVILLE MARINA AND MARINA PARK AREA
LAND LEASES / DEEDS
City of Titusville, FL
Department of
SUPPORT SERVICES
Date
6/23/26
Exhibit No.
00001
Scale
NTS
Sheet
1 of 1

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

DEDICATION

NO. 23535

KNOW ALL MEN BY THESE PRESENTS: That the Trustees of the Internal Improvement Fund of the State of Florida, in pursuance of application made by the CITY OF TITUSVILLE, a municipal corporation of the State of Florida, by Resolution No. 18 - 1963, adopted August 27, 1963, for dedication of the lands hereinafter described for public purposes, approved by said Trustees on November 5, 1963, have dedicated, and by these presents do hereby dedicate the following described lands in BREVARD COUNTY, Florida, to-wit:

A parcel of submerged land in the Indian River in Section 34, Township 21 South, Range 35 East, Brevard County, Florida, more particularly described as follows:

From the NW Corner of the SW¼ of said Section 34; thence East on the Quarter Section Line 310 feet to the mean high water mark of the Indian River for the Point of Beginning; thence North 49° 27' 16" East, 785 feet to the City Bulkhead Line; thence Southeasterly along said Bulkhead Line 1020 feet, more or less; thence South 34° 37' 22" West, 890 feet to the mean high water mark of the Indian River; thence Northwesterly along said mean high water mark a distance of 1230 feet, more or less, to the Point of Beginning. Containing 22.2 acres, more or less.

The above described land shall be used for public purposes only, including public recreational purposes, under the supervision and management of the City of Titusville, it being understood and agreed that the grantee named herein is not permitted to grant private concessions and leases for facilities built or to be built on said land.

In the event the said CITY OF TITUSVILLE shall (1) use said land for other than public purposes as herein defined or (2) for a period of three consecutive years shall fail and neglect to maintain and use the same for said public purposes, the dedication hereby made shall, at the option of said Trustees, be subject to termination upon sixty days notice in writing by the Trustees to said CITY.

IN WITNESS WHEREOF, the said Trustees have hereunto subscribed their names and affixed their seal and have caused the seal of THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 20th day of November, A. D. 1963.

(SEAL)
Trustees I. I. Fund

(SEAL)
Dept. of Agriculture

_____ (SEAL)
Governor

_____ (SEAL)
Comptroller

_____ (SEAL)
Treasurer

_____ (SEAL)
Attorney General

_____ (SEAL)
Commissioner of Agriculture
As and Constituting the Trustees

CSL Cover Sheet

DM ID _____

Document Type: Current Submerged Land Leases

Instrument: [✓]Parent Lease [ ]Amendment to Lease [ ]Assignment of Lease

[ ]Release [ ]Partial Release [ ]Easement [ ]Use Agreement [ ]Sublease

[ ]Amendment to Sublease [ ]Release of Sublease [ ]Other

Lease Number: 0503889959

PA Number: 05-287409-001

Document Date: 8/12/09

Submerged (Use Agreement): _____(Y) ✓ (N)_____

Original County: Brevard

Section: 34

Township: 21 S

Range: 35 E

Total Area / Area Unit: 7.98 (A) Acreage (S) Square Feet

County Book / Page / Type: Brevard / B 6013 / P 1281 / O

OR Instrument Number: 2009156728

Comments: W/B - Indian River

Date Prepped _____

The information on this page was collected during the prep phase of scanning and is an aid for data entry. Please refer to the document for actual information.

CFN 2009156728, OR BK 6013 PAGE 1281,
Recorded 08/21/2009 at 01:36 PM, Scott Ellis, Clerk of
Courts, Brevard County
Pgs:13

This Instrument Prepared By:
Pattie J. Scott
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL AND MODIFICATION TO INCREASE SQUARE FOOTAGE AND REFLECT CURRENT STRUCTURES

BOT NO.: 050388959
PA No.: 05-287409-001

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Titusville, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

> A parcel of sovereignty submerged land in Section 34, Township 21 South, Range 35 East, in the Indian River, Brevard County, containing 347,449 square feet, more or less, as is more particularly described and shown on Attachment A, dated February 20, 2008.

TO HAVE THE USE OF the hereinabove described premises from July 3, 2009, the effective date of this modified lease renewal, through July 3, 2034, the expiration date of this modified lease renewal. The terms and conditions on and for which this modified lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate an existing 205-slip docking facility exclusively to be used for mooring of commercial and recreational vessels in conjunction with an upland municipal marina, with fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and with liveaboards as defined in paragraph 26, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit No. 05-287409-001, dated December 31, 2008, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, to remove any structures that are no longer authorized under this lease.

3. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any subsequent renewals plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

4. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any subsequent renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

5. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

6. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

7. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

8. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, it successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Titusville, Florida
City of Titusville Marina
451 Marina Road
Titusville, Florida 32796

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment **B**, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 8 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in the riparian upland property enforceable in summary proceedings as provided by law.

20. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

21. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

22. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

23. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

24. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

25. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

26. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

27. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

28. SPECIAL LEASE CONDITIONS:

A. Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(28), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

B. The terms and conditions herein, including those related to assessment of lease fees, may be reviewed at any time during the term of this lease as deemed necessary by the Lessor or its designated agent, and such terms and conditions may be modified or additional conditions may be imposed as deemed necessary by the Lessor. For the purpose of this provision, the terms and conditions of this lease may be modified (which may include the addition of new terms and conditions) for, but not limited to, the following reasons:

a. to conform to the adoption or revision of Florida Statutes (F.S.), rules, and standards that require the modification of the lease for compliance;
b. to ensure compliance with the U.S. Endangered Species Act of 1973, 16 U.S.C., § 1531, et seq., and the Florida Endangered and Threatened Species Act of 1977, Section 372.072, F.S.;
c. to conform to adoption or revision of rules regarding the assessment of lease fees;
d. to conform to any modification to the terms and conditions of all applicable permits from the State of Florida Department of Environmental Protection, the applicable water management district and/or the U.S. Army Corps of Engineers, and all other required approvals; and,
e. to remove any structure declared to be a public nuisance.

The Lessor shall allow the Lessee a reasonable time for compliance with the amended or new terms and conditions.

C. The Lessee agrees to provide, at no cost, three slips for the exclusive use of State and Local Law Enforcement and Search and Rescue Vessels, for the twenty-five (25) year term of the lease. Any costs incurred for water, sewer or electric services shall be borne by the responsible agency.

WITNESSES:

Theresa M. Brady
Original Signature

Theresa M. Brady
Print/Type Name of Witness

Kathy C Griffin
Original Signature

Kathy C. Griffin
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: Jeffery M. Gentry

Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12th day of August, 2009, by Jeffery M. Gentry Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

DEP Attorney

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

Notary Public State of Florida
Kathy C Griffin
My Commission DD727692
Expires 10/30/2011

My Commission Expires:

Commission/Serial No.

WITNESSES:

Kathy Daniels
Original Signature

Kathy Daniels
Typed/Printed Name of Witness

Wanda F Wells
Original Signature

Wanda F. Wells
Typed/Printed Name of Witness

City of Titusville, Florida (SEAL)

BY: James H Tulley Jr
Original Signature of Executing Authority

James H. Tulley, Jr.
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

"LESSEE"

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 9th day of June, 2009, by James H. Tulley, Jr. as Mayor, for and on behalf of City of Titusville, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

April 15, 2011

Commission/Serial No. DD660772

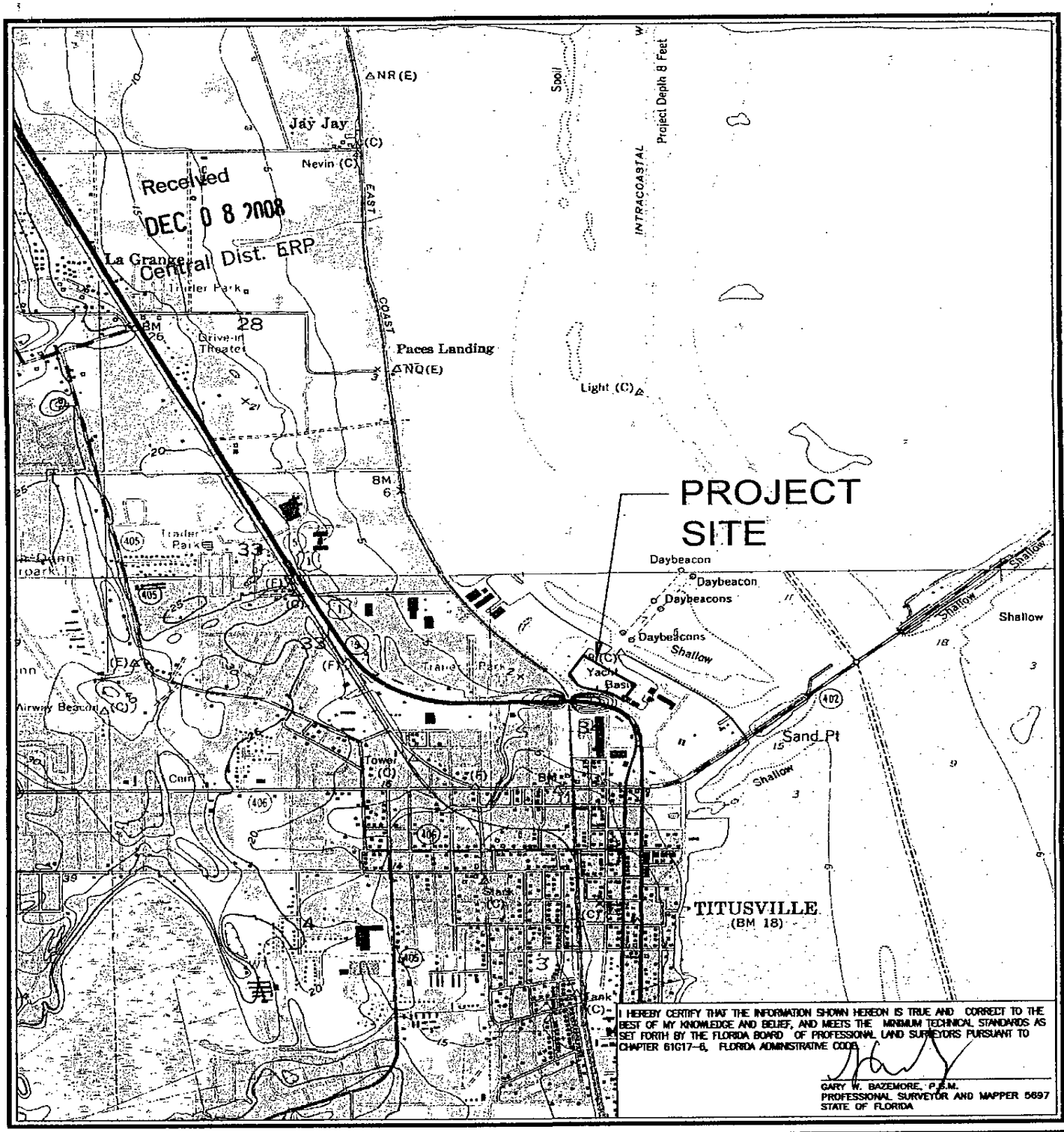
Jolynn J. Donhoff
Notary Signature

Notary Public, State of Florida

Jolynn J. Donhoff
Printed, Typed or Stamped Name

Jolynn J. Donhoff

JOLYNN J. DONHOFF
MY COMMISSION # DD 660772
EXPIRES: April 15, 2011
Bonded Thru Budget Notary Services



I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

GARY W. BAZEMORE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER 5697
STATE OF FLORIDA

07-1521 Titusville Marina - Submerged Lands Lease.dwg L1 12/2/08

ATM
APPLIED TECHNOLOGY & MANAGEMENT
1485 N. Atlantic Ave., Suite 113
Cocoa Beach, Florida 32931
(321) 799-2332
Certificate of Authorization #LB 7072

PROPOSED SUBMERGED LANDS LEASE
LOCATION MAP

Titusville Municiple Marina
451 Marina Road
Titusville, Florida 32796

REVISIONS

JOB NO: 07-1521	CHECKED BY: GWB
DATE: Feb 20, 2008	DRAWN BY: MKM
SCALE: 1"=2000'	SHEET: 1 of 4

Attachment A
Page 7 of 13 Pages
SSLL No. 050388959

LEGAL DESCRIPTION OF SUBMERGED LANDS LEASE

A PARCEL OF SOVEREIGN SUBMERGED LANDS OF THE STATE OF FLORIDA, BEING A PART OF THE TITUSVILLE YACHT BASIN, LYING IN SECTION 34, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA. SAID LANDS HAVING BEEN PREVIOUSLY LEASED AS SOVEREIGN SUBMERGED LANDS LEASE NUMBER 050388959 GRANTED BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. SAID PARCEL OF SOVEREIGN SUBMERGED LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT SET AT CONTROL STATION "TITUSVILLE SE BASE", HAVING COORDINATES OF NORTHING = 1,559,789.85 FEET, EASTING =712,991.13 FEET, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS ADJUSTED IN 1990, THENCE RUN S 38°21'50"E A DISTANCE OF 4218.54 FEET TO THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 35 EAST; THENCE N54°12'37"E A DISTANCE OF 2455.01 FEET TO A POINT ON THE EAST RIGHT-OF WAY OF HIGHWAY U.S.1; THENCE N32°35'57"E A DISTANCE OF 68.74 FEET TO A POINT ON THE SOUTH END OF A CONCRETE SEAWALL IN THE TITUSVILLE YACHT BASIN, A PART OF THE INDIAN RIVER LAGOON, SAID POINT BEING ON THE ORDINARY HIGH WATER LINE AND ALSO BEING THE POINT AND PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF SOVEREIGN SUBMERGED LANDS:

FROM THE POINT OF BEGINNING RUN N32°35'57"E INTO THE WATERS OF THE TITUSVILLE YACHT BASIN A DISTANCE OF 324.79 FEET; THENCE N56°01'58"W A DISTANCE OF 888.95 FEET TO A POINT ON THE SOUTH FACE OF A COQUINA SEAWALL, SAID POINT BEING ON THE ORDINARY HIGH WATER LINE; THENCE S33°20'22"W ALONG SAID ORDINARY HIGH WATER LINE A DISTANCE OF 343.66 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 61.00 FEET AND A CENTRAL ANGLE OF 44°18'00"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 47.13 FEET TO A POINT ON THE NORTH END OF A CONCRETE SEAWALL; THENCE S63°21'02"E ALONG THE NORTH END OF SAID SEAWALL A DISTANCE OF 2.35 FEET; THENCE ALONG SAID SEAWALL AND ORDINARY HIGH WATER LINE THE FOLLOWING TWELVE CALLS:
S25°08'38"E A DISTANCE OF 34.34 FEET; THENCE S32°27'45"E A DISTANCE OF 87.88 FEET; THENCE S33°25'04"E A DISTANCE OF 57.38 FEET; THENCE S41°09'12"E A DISTANCE OF 8.13 FEET; THENCE S46°07'38"E A DISTANCE OF 24.17 FEET; THENCE S53°43'49"E A DISTANCE OF 16.11 FEET; THENCE S63°36'28"E A DISTANCE OF 59.51 FEET; THENCE S69°31'30"E A DISTANCE OF 28.23 FEET; THENCE S76°02'21"E A DISTANCE OF 373.86 FEET; THENCE S68°54'06"E A DISTANCE OF 9.94 FEET; THENCE S56°20'46"E A DISTANCE OF 143.63 FEET; THENCE S53°57'05"E A DISTANCE OF 71.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 347,448.96 SQUARE FEET+/- (7.98 ACRES +/-).

SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

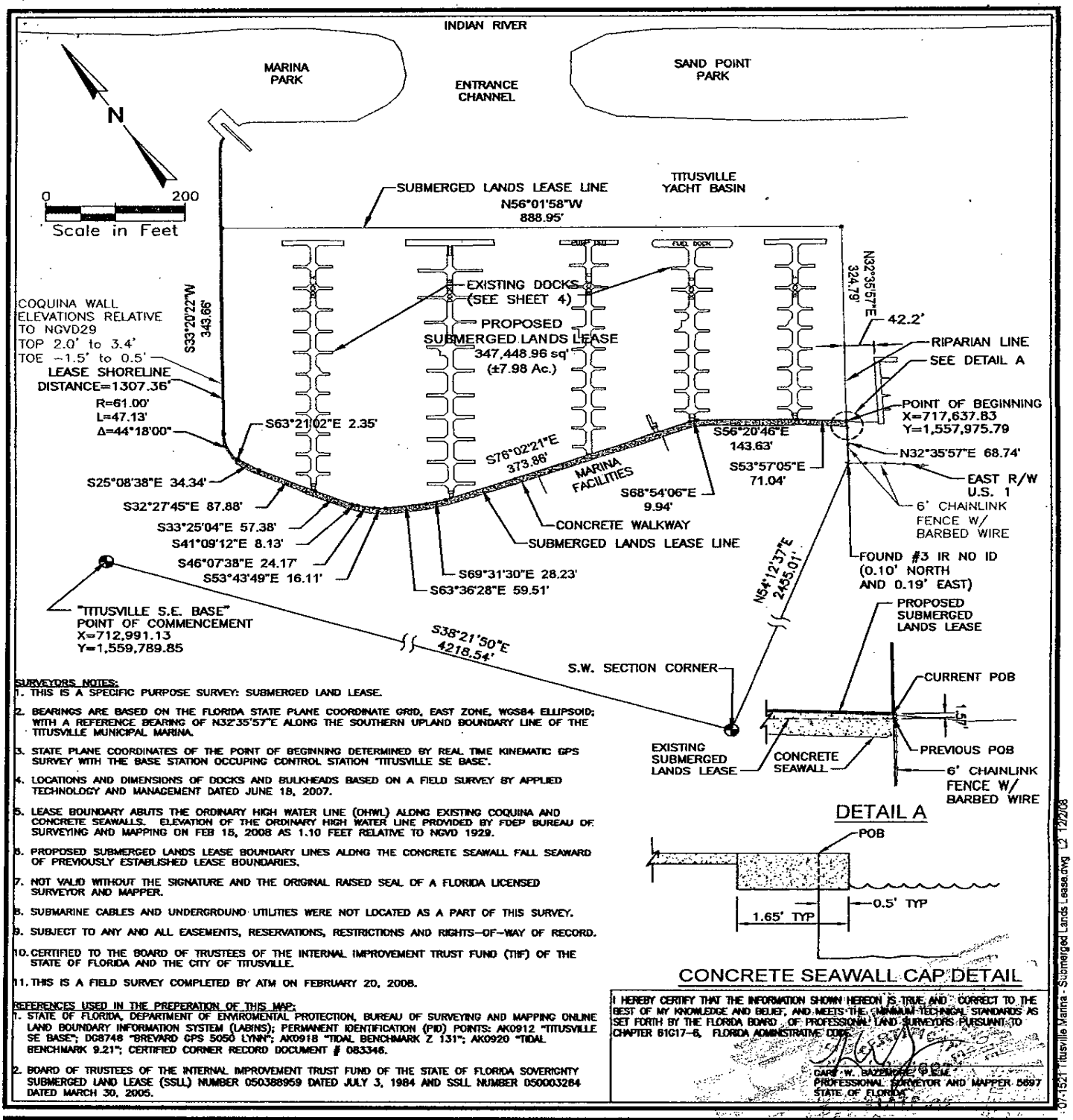
I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

GARY W. BAZEMORE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER 5697
STATE OF FLORIDA

07-1521 Titusville Marina - Submerged Lands Lease.dwg L3 1/22/08

ATM APPLIED TECHNOLOGY & MANAGEMENT 1485 N. Atlantic Ave., Suite 113 Cocoa Beach, Florida 32931 (321) 799-2332 Certificate of Authorization #LB 7072	PROPOSED SUBMERGED LANDS LEASE LEGAL DESCRIPTION Titusville Municiple Marina 451 Marina Road Titusville, Florida 32796	REVISIONS	JOB NO: 07-1521 / CHECKED BY: GWB DATE: Feb 20, 2008 / DRAWN BY: MKM SCALE: NONE / SHEET: 3 of 4

Attachment A
Page 8 of 13 Pages
SSLL No. 050388959



SURVEYORS NOTES:

1. THIS IS A SPECIFIC PURPOSE SURVEY: SUBMERGED LAND LEASE.
2. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE GRID, EAST ZONE, WGS84 ELLIPSOID; WITH A REFERENCE BEARING OF N32°35'57"E ALONG THE SOUTHERN UPLAND BOUNDARY LINE OF THE TITUSVILLE MUNICIPAL MARINA.
3. STATE PLANE COORDINATES OF THE POINT OF BEGINNING DETERMINED BY REAL TIME KINEMATIC GPS SURVEY WITH THE BASE STATION OCCUPING CONTROL STATION "TITUSVILLE SE BASE".
4. LOCATIONS AND DIMENSIONS OF DOCKS AND BULKHEADS BASED ON A FIELD SURVEY BY APPLIED TECHNOLOGY AND MANAGEMENT DATED JUNE 18, 2007.
5. LEASE BOUNDARY ABUTS THE ORDINARY HIGH WATER LINE (OHWL) ALONG EXISTING COQUINA AND CONCRETE SEAWALLS. ELEVATION OF THE ORDINARY HIGH WATER LINE PROVIDED BY FDEP BUREAU OF SURVEYING AND MAPPING ON FEB 15, 2008 AS 1.10 FEET RELATIVE TO NGVD 1929.
6. PROPOSED SUBMERGED LANDS LEASE BOUNDARY LINES ALONG THE CONCRETE SEAWALL FALL SEAWARD OF PREVIOUSLY ESTABLISHED LEASE BOUNDARIES.
7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. SUBMARINE CABLES AND UNDERGROUND UTILITIES WERE NOT LOCATED AS A PART OF THIS SURVEY.
9. SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.
10. CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND (TIF) OF THE STATE OF FLORIDA AND THE CITY OF TITUSVILLE.
11. THIS IS A FIELD SURVEY COMPLETED BY ATM ON FEBRUARY 20, 2008.

REFERENCES USED IN THE PREPERATION OF THIS MAP:

1. STATE OF FLORIDA, DEPARTMENT OF ENVIROMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING ONLINE LAND BOUNDARY INFORMATION SYSTEM (LABINS); PERMANENT IDENTIFICATION (PID) POINTS: AK0912 "TITUSVILLE SE BASE"; DG8748 "BREVARD GPS 5050 LYNN"; AK0918 "TIDAL BENCHMARK Z 131"; AK0920 "TIDAL BENCHMARK 9.21"; CERTIFIED CORNER RECORD DOCUMENT # 083346.
2. BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA SOVERIGNTY SUBMERGED LAND LEASE (SSLL) NUMBER 050388959 DATED JULY 3, 1984 AND SSLL NUMBER 050003284 DATED MARCH 30, 2005.

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

GARY W. BAZEMORE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER 5697
STATE OF FLORIDA

07-1521 Titusville Marina - Submerged Lands Lease.dwg 12/22/08

ATM
APPLIED TECHNOLOGY & MANAGEMENT
1485 N. Atlantic Ave., Suite 113
Cocoa Beach, Florida 32931
(321) 799-2332
Certificate of Authorization #LB 7072

PROPOSED SUBMERGED LANDS LEASE
SKETCH OF LEGAL DESCRIPTION

Titusville Municiple Marina
451 Marina Road
Titusville, Florida 32796

REVISIONS

JOB NO: 07-1521	CHECKED BY: GWB
DATE: Feb 20, 2008	DRAWN BY: MKM
SCALE: 1"=200'	SHEET: 2 of 4

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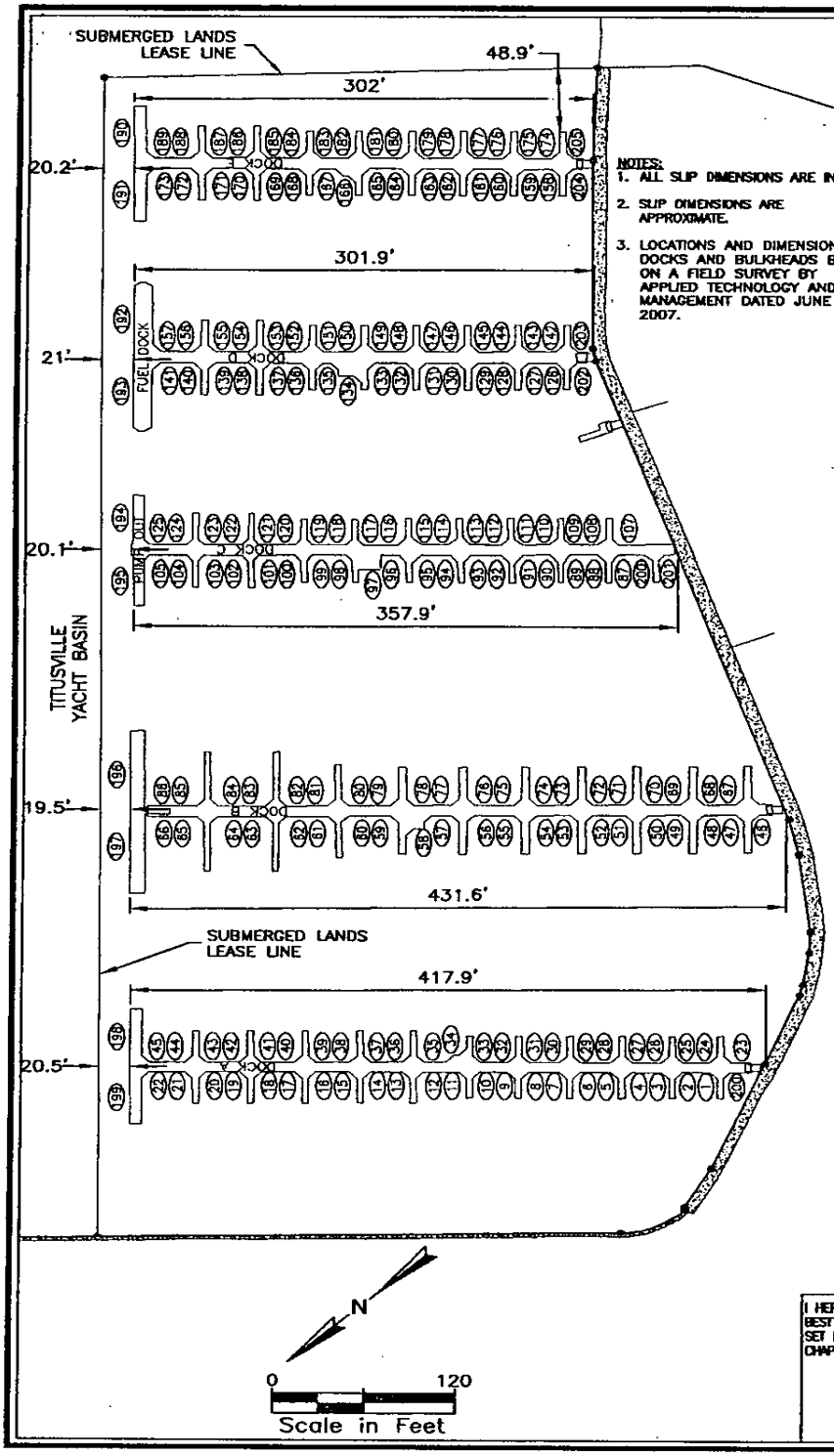
SSLL No. 050388959



SLIP DIMENSIONS		
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SLIP DIMENSIONS		
SLIP #	LENGTH	WIDTH
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205	20	14

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

GARY W. BAZEMORE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER 5697
STATE OF FLORIDA

07-1521 Titusville Marina - Submerged Lands Lease.dwg L4 12/2/08

ATM
APPLIED TECHNOLOGY & MANAGEMENT
1485 N. Atlantic Ave., Suite 113
Cocoa Beach, Florida 32931
(321) 799-2332
Certificate of Authorization #LB 7072

PROPOSED SUBMERGED LANDS LEASE
EXISTING DOCK DIMENSIONS

Titusville Municiple Marina
451 Marina Road
Titusville, Florida 32796

REVISIONS

JOB NO: 07-1521	CHECKED BY: GWB
DATE: Feb 20, 2008	DRAWN BY: MKM
SCALE: 1"=120'	SHEET: 4 of 4

Attachment A
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SSLL No. 050388959

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

DISCLAIMER

DEED NO. 26547

THIS INDENTURE made on this 12th day of June, A.D., 1984, between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida as the first party, and the City of Titusville, of the County of Brevard, State of Florida, as the second party;

WITNESSETH:

That the first party has transferred, remised, released, relinquished, surrendered, quitclaimed and disclaimed, and by these presents does hereby transfer, remise, release, relinquish, surrender, quitclaim, and disclaim to said second party, its successors and assigns, forever, any and all right, title or interest of the first party of, in and to the following described land in Brevard County, Florida, to-wit;

A parcel of filled, formerly sovereignty land lying adjacent to the Indian River and abutting Section 34, Township 21 South, Range 35 East, Brevard County, more definitively described as follows:

Commencing at the SW corner of Section 34, Township 21 South, Range 35 East, Brevard County, Florida;
Thence N. 89°58'06" E., 2409.98 feet;
Thence N. 0°27'55" E., 220.37 feet to the POINT OF BEGINNING, said point being on the Easterly right-of-way of Highway U.S. 1;
Thence N. 0°27'55" E., along said R/W 432.34 feet, to a point of curvature;
Thence along the arc of a circular curve concave Southwesterly 928.17 feet radius being 919.02 feet, central angle 57°51'58";
Thence N. 32°35'57" E., 50.00 feet;
Thence along the arc of a circular curve concave Southerly 553.47 feet, the component parts of said curve radius being 969.02 feet, central angle 32°43'32";
Thence S. 89°52'25 W., 235.44 feet, to a point on the east R/W of the F.E.C. Railroad and the Northerly R/W of U.S. 1;
Thence Northwesterly along the arc of a circular curve concave Westerly 201.53 feet, the component parts of said curve radius being 1009.71 feet, central angle 11°26'09".
Thence N. 33°58'02" E., 891.43 feet;
Thence S. 56°01'58" E., 1908.84 feet;
Thence Southerly along the arc of circular curve concave Southwesterly 742.60 feet; the component parts of said curve radius being 1741.49 feet central angle 24°25'55";
Thence S. 51°44'57" W., 495.67 feet;
Thence S. 38°15'03" E., 10.00 feet;
Thence S. 51°44'57" W., 455.68 feet;

Thence Westerly along the arc of a circular curve concave Northwesterly 127.99 feet, the component parts of said curve radius being 1016.28 feet central angle 7°12'57";
Thence S. 31°02'06" E., 30.00 feet;
Thence Southwesterly along the arc of a circular curve concave Northwesterly 287.61 feet, the component parts of said curve radius being 1046.28 feet, central angle 15°45'00";
Thence S 15°17'06" E., 49.00 feet;
Thence Southwesterly along the arc of a circular curve concave Northwesterly 105.14 feet; the component parts of said curve radius being 1095.28 feet central angle 5°30'00";
Thence N. 74°36'03" W., 52.03 feet;
Thence N. 84°27'11" E., 42.63 feet;
Thence N. 0°27'55" E., 150.00 feet;
Thence S. 84°27'11" W., 150.00 feet TO THE POINT OF BEGINNING,
Less and Except the Westland Marine Property as described at ORB 1111, Page 910; and,
Less and Except the following description of described submerged lands lying below the mean high water line of the Yacht Basin:

Commencing at the Southwest corner of Section 34, Township 21 South, Range 35 East;
Thence North 89°58'06" East, 2409.98 feet;
Thence North 00°27'55" East, 652.71 feet to a point of curvature;
Thence along the arc of a circular curve concave Southwesterly 928.17 feet, said curve having a radius of 919.02 feet, and a central angle of 57°51'58";
Thence North 32°35'57" East, 67.17 feet to the Point of Beginning;
Thence North 55°49'34" West, 211.98 feet;
Thence North 75°42'53" West, 416.30 feet to a point of curvature;
Thence 118.15 feet along the arc of a circular curve concave Northeasterly having a radius of 155.79 feet and a central angle of 43°27'15";
Thence North 32°15'38" West, 160.77 feet to a point of curvature;
Thence 54.45 feet along the arc of a circular curve concave Easterly with a radius of 47.11 feet and a central angle of 66°13'40";
Thence North 33°58'02" East, 488.64 feet, to a point of curvature;
Thence 78.54 feet along the arc of a circular curve concave Southerly with a radius of 50.00 feet, and a central angle of 90 degrees;
Thence South 56°01'58" East, 139.14 feet to a point of curvature;
Thence 132.94 feet along the arc of a circular curve concave Northerly, with a radius of 95.00 feet, and a central angle of 80°10'50";
Thence North 43°47'12" East, 77.30 feet;
Thence South 56°01'58" East, 127.56 feet;
Thence South 12°28'02" West, 102.65 feet, to a point of curvature;
Thence 112.67 feet along the arc of a circular curve concave Easterly with a radius of 93.91 feet, and a central angle of 68°30'00";
Thence South 56°01'58" East, 576.40 feet to a point of curvature;
Thence 172.85 feet along the arc of a circular curve concave Westerly with a radius of 111.94 feet, and a central angle of 88°28'26";
Thence South 32°26'28" West, 248.89 feet;
Thence North 57°33'32" West, 4.10 feet;
Thence South 32°26'28" West, 106.00 feet;
Thence North 80°49'18" West, 115.20 feet;
Thence North 55°49'34" West, 243.13 feet, to the Point of Beginning.

All bearings based on the Florida State Plane Coordinate System East Zone.

Containing 16.47 acres, more or less.

IN TESTIMONY WHEREOF, the members of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida have hereunto subscribed their names and have caused the official seal of said Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to be hereunto affixed in the City of Tallahassee, Florida, on this the 12th day of February, A.D., 1985.

(SEAL)
Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Governor

Secretary of State

Attorney General

Comptroller

Treasurer

Commissioner of Education

Commissioner of Agriculture

As and Constituting the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

APPROVED AS TO FORM & LEGALITY.
Lee Rohe
DEPARTMENT ATTORNEY.

Attachment B
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SSLL No. 050388959