CITY OF TITUSVILLE

CITY COUNCIL

AGENDA

Regular Meeting

October 13, 2026 - 6:30 PM

Council Chamber at City Hall

555 South Washington Avenue, Titusville, FL 32796

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

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

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

1. **CALL TO ORDER**

2. **INVOCATION**

   A. **A moment of silence will be held.**

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF MINUTES**

   A. **Minutes**

   Approve the minutes of the regular City Council meetings on July 28, 2026 (6:30 p.m.), August 25, 2026 (6:30 p.m.), September 8, 2026, and September 22, 2026 (5:30 p.m.) and special City Council meeting on September 21, 2026.

5. **SPECIAL RECOGNITIONS & PRESENTATIONS**

6. **BOARDS AND COMMISSIONS**

   A. **Historic Preservation and the Section 106 Process**

The Titusville Historic Preservation Board requests the City Council adopt a proclamation regarding opposition to the proposed changes to the Federal Historic Preservation Regulations. The Board will send a letter to the Federal Advisory Council on Historic Preservation (ACHP) during the public comment period.

B. **North Brevard Commission on Parks and Recreation**

The North Brevard Commission on Parks and Recreation's semi-annual written report is included in the agenda packet. No action is requested.

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

8. CONSENT AGENDA

A. **Interlocal Agreement with Brevard County for Addressing Services**

Approve and authorize the Mayor to execute the Interlocal Agreement and addendum for 911 addressing services with Brevard County. The addressing services fee is calculated based on the current census population, at a rate of $0.29 per resident. The fee for the City of Titusville for fiscal year 2027 will be $14,148.81.

B. **Acceptance of Easement from Lockheed Martin**

Accept a utility easement for water and sewer infrastructure from Lockheed Martin located at 1103 John Glenn Blvd.

C. **Acceptance of Easement from Titusville Chance Partners**

Accept a utility easement for water and sewer infrastructure from Titusville Chance Partners located on Columbia Blvd.

D. **2027 Medicare Medical and Pharmacy Plan Options for City Retirees for January 1, 2027 through December 31, 2027**

Approve the 2027 Medicare Supplement and Medicare Part D Prescription Drug Plan renewal with Cigna and approve the 2027 Medicare Advantage PPO Plan with RX with Humana for City retirees eligible for Medicare as per the rates detailed in the Summary Explanation.

E. **Funding Transfer for Fire Prevention Services Outsourcing Transition**

Approve the requested budget transfer from Fire Department Salaries and Benefits to Professional Services to support the transition of in-house fire prevention services to an outside professional service. The transition eliminates four full-time equivalent (FTE) positions, representing approximately $369,427 in annual salary and benefit expenditures. Transferring these savings to Professional Services allows the Department to fund a portion of the contracted prevention services while reducing long-term personnel costs and maintaining continuity of service. This approach provides greater operational flexibility, reduces administrative and staffing burdens, and allows the Department to align resources with current service delivery needs.

F. **Broad Street Streetscape and Improvements Project — AECOM Change Order No. 1**

Approve AECOM Change Order No. 1 in the lump sum amount of $191,454.63 for additional design services associated with the Broad Street Streetscape and Improvements Project, and authorize the City Manager to execute the change order, subject to review and approval by the City Attorney and confirmation of available funding. Approve a budget amendment to recapture budgeted fund from FY26.

G. **Broad Street Improvements - Full Boundary Survey**

Approve Option 4 of AECOM Technical Services, Inc.'s Task Order AECOMTO009 Change Order No. 002 in the amount of $66,286, to provide a full boundary survey and title searches for the 16 parcels fronting Broad Street, and authorize the City Manager to execute the change order. Approve Attached Budget Amendment to recapture the budget from FY26.

H. **Amendment #2 to Contract CO17Q030 - Bay View/Seminole Lift Stations**

Approve Amendment #2 to CDM Smith's contract incorporating DEP attachment 8-B.

I. **Lobbying Retainer Agreement**

Approve the lobbying retainer agreement in an amount not to exceed $35,000 with Mr. Jason Steele, a non-attorney representative of Smith & Associates to assist the City with lobbying services during fiscal year 2027.

J. **Verona Village C, Phase 2 - Final Plat**

Approve the Final Plat, Covenants and Bonds for Verona Village C subdivision. (This is a quasi-judicial item.)

On October 7, 2026, the Planning and Zoning Commission (P&Z) made a motion to recommend approval of the Verona Village C, Phase 2 Final Plat as presented. Approved 4 yes, 1 no. Member Garrod voted no due to concerns of no traffic-calming improvements being done on the straightaways.

K. **Riverwind - Final Plat**

Recommend approval of the final plat for Riverwind. (This is a quasi-judicial item.)

On October 7, 2026, the Planning and Zoning Commission (P&Z) made a motion to recommend approval of the Riverwind Final Plat as presented. Approved 5-0.

L. **Elizabeth Oaks - Final Plat**

Recommend approval of the final plat for Elizabeth Oaks. (This is a quasi-judicial item.)

On October 7, 2026, the Planning and Zoning Commission (P&Z) made a motion to recommend approval of the Elizabeth Oaks – Final Plat as presented. Approved 5-0.

M. **Tranquility, Phase 3 - Final Plat**

Recommend approval of the final plat for Tranquility Shores, Phase 3. (This is a quasi-judicial item.)

The final plat may be approved with the condition that the proposed trail over the Addison Canal connecting to the Phase 1 subdivision is completed with site construction of the Phase 3 subdivision.

On October 7, 2026, the Planning and Zoning Commission (P&Z) made a motion to recommend approval of the Tranquility, Phase 3 – Final Plat with the following condition: that the proposed trail over the Addison Canal connecting to the Phase 1 subdivision is completed with site construction of the Phase 3 subdivision or that a bond be received by the city for such improvements. Approved 4-0. P&Z Member Rice abstained from this vote and submitted Form 8B.

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

A. Resolution No. 22-2026 - Street Renaming Ponce De Leon Drive to Jessie Kirk Court

Conduct the public hearing and adopt Resolution No. 22-2026 to rename Ponce De Leon Drive to Jessie Kirk Court.

On October 7, 2026, the Planning and Zoning Commission (P&Z) made a motion to recommend approval of the Street Renaming Resolution – Ponce De Leon Drive to Jessie Kirk Court. Approved 5-0.

B. Ordinance No. 32-2026 Convenience Stores and Retail Gasoline Sales

Conduct the second reading and the final public hearing on Ordinance No. 32-2026 amending Convenience Stores and Retail Gasoline Sales in the zoning code.

Ordinance No. 32-2026, an ordinance of the City of Titusville, Florida, amending the code of ordinances to consolidate Retail Gasoline Sales and Convenience Store uses and allow Convenience Stores as a Limited Use in the Tourist (T), Community Commercial (CC), Downtown Mixed Use Midtown (DMU-M), and Civic Waterfront (DMU-C) sub-districts, by amending Sections 28-54 “Use Table, Commercial Uses” and 28-112, “Convenience Stores (Without Retail Gasoline Sales)” and deleting Section 28-168 “Retail Gasoline Sales”; providing for severability, repeal of conflicting ordinances, incorporation into the code, and an effective date. (This is a legislative item.) (This is the second reading and the final public hearing.)

On September 16, 2026, the Planning and Zoning Commission recommended approval with the provision that the definition be amended to include electrical service as a fuel. Approved 7-0

C. Ordinance Food Pantries

This item was withdrawn by staff.

D. Ordinance No. 36-2026 Live Local

Conduct the second reading and public hearing of Ordinance No. 36-2026 Live Local.

Ordinance No. 36-2026, an ordinance of the City of Titusville, Florida, amending Chapter 29, “Special Districts And Overlays”, Article VIII, “Special Land Use Standards”, to amend development standards for Live Local Act

affordable housing projects pursuant to Section 166.04151, Florida Statutes, by amending Sections 29-144, “Purpose”, 29-145, “Definitions”, 29-146, “Development Standards”, and 29-147, “Review Process”, of the Titusville Code of Ordinances; providing for severability, repeal of conflicting ordinances, effective date, sunset provisions, incorporation into the code, and effective date.

This is a legislative item.

On October 7, 2026, the Planning and Zoning Commission (P&Z) made a motion to recommend approval of the Live Local Ordinance as presented. Approved 5-0.

E. **Ordinance No. 37-2026 Administrative Approval of Plats and Replats**

Conduct the second reading and the public hearing of Ordinance No. 37-2026 - Administrative Approval of Plats and Replats.

Ordinance No. 37-2026, an ordinance of the City Of Titusville, Florida, amending the code of ordinances to create procedures for the administrative approval of final plats, amending Sections 31-31, “Powers And Duties”, 34-8 “Public Hearing Approvals Required”, 34-151, “Procedure”, 34-172, “Procedure”, 34-173, “Required Exhibits”, 34-179, “Final Plat”, 34-180, “Recording of Final Plat Required”, 34-182, “Improvements Required To Be Installed”, 34-201 “Recording of Final Plat Required”, and Development Review Procedures Technical Manual, Section 13 “Final Plat”; providing for severability, repeal of conflicting ordinances, incorporation into the code, and an effective date. (This is a legislative item.) (This is the second reading and the public hearing.)

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

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.

F. **Comprehensive Plan Map Amendment (CPA) No. 1-2026, Comprehensive Plan Text Amendment (CPA) No. 2-2026 & Planned Industrial Development (PID) Rezoning with Master Plan – Space Coast Innovation Park Phase 3 - Adoption Hearing**

Conduct the second reading and the public hearings of the ordinances for the Comprehensive Plan Map Amendment (CPA) No. 1-2026, Comprehensive Plan Text Amendment (CPA) No. 2-2026 and Planned Industrial Development (PID)

Rezoning with Master Plan and provide a recommendation to City Council:

Ordinance No. 33-2026, an ordinance of the City of Titusville, Florida, amending the Code of Ordinances by amending Ordinance No. 60-1988, which adopted the Comprehensive Plan of the City of Titusville, by adopting Comprehensive Plan Amendment 2-2026 and amending the Future Land Use Element of the Comprehensive Plan by changing Policy 1.8.14 to add the maximum intensity thresholds for the Space Coast Innovation Phase 3 Development on +/-353.55 acres of property having Brevard County Parcel ID Nos. 23-35-04-00-7 and 23-35-03-Bb-*-225; providing for severability, repeal of conflicting ordinances, and an effective date. (This ordinance is a legislative item.)

Ordinance No. 34-2026, an ordinance of the City of Titusville, Florida, amending the Code of Ordinances by amending Ordinance No. 60-1988, which adopted the Comprehensive Plan of the City of Titusville, by amending the future land use designation on property located South of Shepard Drive, east of S.R. 407, and west of Grissom Parkway from the Industrial, Low Density Residential, Conservation, Commercial High Intensity, and Planned Industrial Park future land use designations to the Planned Industrial Park future land use designation on +/-353.55 acres of property having Brevard County Parcel ID Nos. 23-35-04-00-7 and 23-35-03-Bb-*-225; providing for severability, repeal of conflicting ordinances, and an effective date. (This ordinance is a legislative item.)

Ordinance No. 35-2026, an ordinance amending Ordinance No. 5-1993 of the City of Titusville, Florida, by amending the zoning map referenced therein by changing the zoning classification on property located south of Shepard Drive, east of S.R. 407, and west of Grissom Parkway from Industrial (M-2), Single-Family Medium Density (R-1B), Open Space and Recreation (OR), Community Commercial (CC), and Planned Industrial Development (PID) zoning to Planned Industrial Development (PID) zoning with Master Plan on +/-353.55 acres of property having Brevard County Parcel ID Nos. 23-35-04-00-7 and 23-35-03-Bb-*-225; providing for severability, repeal of conflicting ordinances, and an effective date. (This ordinance is a quasi-judicial item.)

On September 6, 2026, the Planning and Zoning Commission (P&Z), acting as the Local Planning Agency, recommended approval of the Comprehensive Plan Future Land Use Map Amendment (CPA 1-2026) and Comprehensive Plan Text Amendment (CPA 2-2026) as they are consistent with the City's Comprehensive Plan. Approved 6-1. One member voted no because he has concerns about flooding.

The P&Z made a motion to recommend approval of the rezoning as it is consistent with the proposed land use amendments, the City's Comprehensive Plan, and the Land Development Regulations, including PID and rezoning criteria described in Section 34-40 of the Code. The following five (5) conditions are recommended: (1) Sidewalks shall be installed with each phase as site plans are submitted. [Sec.33-23(e)]; (2) Concurrency for transportation, utilities, solid waste, et cetera will be evaluated with each phase and site plan as they are submitted; (3) The

Titusville-Cocoa Airport Authority retain ownership, control of maintenance and administer of all common open space as specified in Chapter 30, Article I, Division 3, Section 30-5(a)(2)c of the Land Development Regulations; (4) Any future commerce components shall remain ancillary to the primary industrial use and may comprise up to 25% of the development within each phase; and (5) The wetland mitigation would be in the City of Titusville for 15.59 acres with the functional value of 11.44. Approved 6-1 with one member voting no due to safety concerns.

The P&Z made a motion to recommend approval of the master plan as it is consistent with the proposed land use amendments, the City's Comprehensive Plan, Land Development Regulations, and Master Plan requirements described in Chapter 33, Article II, Section 33-23 of the code. The following five (5) conditions are recommended: (1) Sidewalks shall be installed with each phase as site plans are submitted. [Sec.33-23(e)]; (2) Concurrency for transportation, utilities, solid waste, et cetera will be evaluated with each phase and site plan as they are submitted; (3) The Titusville-Cocoa Airport Authority retain ownership, control of maintenance and administer of all common open space as specified in Chapter 30, Article I, Division 3, Section 30-5(a)(2)c of the Land Development Regulations; (4) Any future commerce components shall remain ancillary to the primary industrial use and may comprise up to 25% of the development within each phase; and (5) The wetland mitigation would be in the City of Titusville for 15.59 acres with the functional value of 11.44. Approved 7-0.

10. ORDINANCES - FIRST READING

A. Ordinance No. 41-2026 - Police and Fire Pension Multiplier Adjustment and DROP II Account Earnings

Conduct the first reading of Ordinance No. 41-2026 — Amending Chapter 15, Pensions and Retirement, Article III, Police Officers' and Firefighters' Pension Plan, of the Code of Ordinances of the City of Titusville; Amending Division 5, Section 15-222, Providing for Increased Monthly Retirement Benefit; Amending Division 5, Section 15-233, Amending DROP II Account Earnings Calculations; Repealing All Ordinances in conflict herewith; Providing for Severability of Provisions and Providing an Effective Date. **(The public hearing is scheduled for the regular City Council meeting on October 27, 2026, at 6:30 p.m.)**

B. Ordinance No. 42-2026 - General Employees' Pension Plan, Amending DROP II Account Earnings Calculations

Conduct the first reading of Ordinance No. 42-2026 - General Employees' Pension Plan, Amending DROP II Account Earnings Calculations. **(The public hearing is scheduled for the regular City Council meeting on October 27, 2026, at 6:30p.m.)**

C. Small Scale Amendment (SSA) No. 3-2026 - Diamond Oaks

Conduct the first reading on Ordinances related to Small Scale Comprehensive Plan Amendment (SSA) 3-2026.

Ordinance No. 38-2026 — An Ordinance of the City of Titusville, Florida, Amending Section 7, Chapter 63-2001, Laws Of Florida, Special Acts Of 1963, By Annexing Certain Property Located At 3080 Diamond Road Having Parcel Id Number: 21-35-29-00-253 to be Included Within The City Limits; Providing For Severability, Repeal of Conflicting Ordinances, and an Effective Date. (This is a legislative item.)

Ordinance No. 39-2026 - An Ordinance of the City of Titusville, Florida, Amending the Code of Ordinances By Amending Ordinance No. 60-1988, Which Adopted the Comprehensive Plan of The City Of Titusville, By Amending The Future Land Use Designation on Property Located At 3080 Diamond Road From Residential 4 (Brevard County) To Medium Density Residential on 5.0+/- Acres Of Property Having Parcel Id No. 21-35-29-00-253; Providing For Severability, Repeal of Conflicting Ordinances, and an Effective Date. (This is a legislative item.)

Ordinance No. 40-2026 - An Ordinance Amending Ordinance No. 5-1993 of the City of Titusville, Florida, By Amending The Zoning Map Made Part Of Said Ordinance By Reference By Changing The Zoning Classification On Property Located At 3080 Diamond Road From Single-Family Residential RU-1-11 (Brevard County) To Single-Family High Density (R-1C) on 5.0+/- Acres of Property Having Parcel Id No. 21-35-29-00-253; Providing For Severability, Repeal of Conflicting Ordinances, and an Effective Date. (This is a quasi-judicial item.)

The public hearing is scheduled for the regular City Council meeting on October 27, 2026 (6:30 p.m.).

On October 7, 2026, the Planning and Zoning Commission (P&Z) made a motion to recommend denial of the annexation based on the annexation is not a benefit to the City. The motion for denial was approved with a 5-0 vote. P&Z made a motion to recommend denial of the Small Scale Map Amendment and Rezoning request based on it is not a benefit to the city. The motion for denial was approved with a 5-0 vote.

D. **Ordinance No. 43-2026 Open Space**

Conduct the first reading of Ordinance No. 43-2026 Open Space - An Ordinance Of The City Of Titusville, Florida, Amending The Land Development Regulations To Modify Established Open Space Requirements For Development Types Described In Chapter 30 “Development Standards”, Article Iii “Improvements”, Division 3 “Open Space”, Section 30-163 “Open Space Standards”, Table 30-2 “Required Minimum Open Space”; By Amending Article Iii “Improvements”, Division 3 “Open Space”, Amending The Title Of Section 30-161 “Intent” To State “Intent And Purpose”, And Amending Section 30-163 “Open Space Standards”; By Adding Section 30-165 “Open Space Categories”; By Amending Chapter 33 “Development Options”, Article I “Planned Development (Pd)”, Sections 33-5 “Planned Development Standards” And 33-6 “Internal Yard And Bulk Requirements”; By Amending Article Ii “Planned Industrial Development (Pid)” And Section 33-23 “Criteria And Standards Approval Of A Master Plan”; By Amending Article Iii “Planned Office Park”, Section 33-33 “Criteria And Standards”; By Amending Article Iv “Regional

Mixed Use (Rmu)", Sections 33-41 "Purpose And Intent" And 33-45 "General Provisions"; By Amending Article V "Urban Village (Uv)", Section 33-56 "Design Review Criteria"; By Amending Article Vii "Cluster Subdivision", Section 33-83 "Criteria And Standards"; By Amending Article Viii "Conservation Subdivision Design", Section 33-104 "Open Space"; Establishing Definitions; Providing For Severability, Repeal Of Conflicting Ordinances, Incorporation Into The Code, And An Effective Date. (This is a legislative item.)

The public hearing is scheduled for the regular City Council meeting on October 27, 2026 (6:30 p.m.).

On October 7, 2026, the Planning and Zoning Commission (P&Z) made a motion to recommend approval of the Open Space Ordinance with scriveners errors being corrected (foot to feet) and with an additional open space bonus potential where additional area of a stormwater pond (up to either 75% or 100% of the total stormwater pond) may be credited if additional or enhanced amenities are provided. Approved with a 3 yes, 2 no vote. Member Rice voted no as he cannot support the Ordinance as it has negative impact to small business development. Member Graham voted no as he would like to see several of the concerns that were brought up in discussion addressed.

E. **Ordinance No. 44-2026 Artificial Turf**

Conduct the first reading of Ordinance No. 44-2026 Artificial Turf - An Ordinance Of The City Of Titusville, Florida, Amending The Code Of Ordinances To Provide Standards Regulating The Use Of Artificial Turf Consistent With Florida Administrative Code Rule 62-308.100, "Synthetic Turf", By Amending Sections 30-63, "Shoreline Protection Setbacks", 30-321, "Plant Materials", And 30-325, "Artificial Turf"; Providing For Severability, Repeal Of Conflicting Ordinances, Incorporation Into The Code, And An Effective Date. (This is a legislative item.)

The public hearing is scheduled for the regular City Council meeting on October 27, 2026 (6:30 p.m.).

On October 7, 2026, the Planning and Zoning Commission (P&Z) made a motion to recommend approval of the Artificial Turf Ordinance with the removal of subsection (t) in Section 30-325 as it is redundant and allowing for an exemption up to 120 square feet of artificial turf without a permit. Approved 5-0.

11. OLD BUSINESS

A. **Cultural Consultant**

Provide direction on the employee cultural review with a proposed price of $74,260.

12. NEW BUSINESS

A. **Indoor and Outdoor Recreation Uses**

Provide direction to staff.

B. **FY28 Non-Ad Valorem Fire Assessment Study Advertising**

Provide direction on advertising for a proposed FY28 Non-Ad Valorem Fire Assessment, which is the first non-binding step in a review of a fire assessment.

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

14. MAYOR AND COUNCIL REPORTS

A. **Mayor's Report**

The Mayor will provide his individual report.

B. **Council Reports**

Council Members will provide their individual reports.

15. CITY MANAGER’S REPORT

A. **City Manager's Report**

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

16. CITY ATTORNEY’S REPORT

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Minutes**

Department/Office: City Clerk

Recommended Action:
Approve the minutes of the regular City Council meetings on July 28, 2026 (6:30 p.m.), August 25, 2026 (6:30 p.m.), September 8, 2026, and September 22, 2026 (5:30 p.m.) and special City Council meeting on September 21, 2026.

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. Draft Minutes - July 28, 2026 (6:30 p.m.)
2. Draft Minutes - August 25, 2026 (6:30 p.m.)
3. Draft Minutes - September 8, 2026
4. Draft Minutes - September 21, 2026
5. Draft Minutes - September 22, 2026 (5:30 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, July 28, 2026. Mayor Connors called the City Council meeting to order at 7:39 p.m., not 6:30 p.m. due to the Council presentations meeting at 5:30 p.m. ran late. 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. Additionally, Mayor Connors led those present in a moment of silence, followed by the *Pledge of Allegiance to the Flag*.

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APPROVAL OF MINUTES

Staff distributed a revised copy of the minutes of May 26, 2026 (6:30 p.m.) with changes to correct scrivener's errors.

Motion:
Member Nelson moved to approve the minutes of the regular City Council meeting on May 26, 2026 (6:30 p.m.), as submitted and with the changes distributed by staff. Vice-Mayor Cole seconded the motion and it carried unanimously.

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SPECIAL RECOGNITION AND PRESENTATIONS – None.

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BOARDS AND COMMISSIONS

Board of Adjustments and Appeals – The request was to appoint three (3) regular members to the Board of Adjustments and Appeals (BAA), for two-year terms to expire on July 31, 2028. If an alternate member was not appointed as a regular member, reappointing an alternate member for a two-year term to expire on July 31, 2028, was also requested. At this meeting,

- The terms of Regular Members John Greene, Thomas A. Taylor, and Dr. Gina Beckles, as well as Alternate Member Carshonda Wright were due to expire on July 31, 2026
- Regular Member Thomas A. Taylor (Associated with Building Trades Industries) was not seeking reappointment; however, Regular Members John Greene (General Contractor) and Dr. Gina Beckles (Associated with Building Trades Industries) desired being reappointed

- BAA Alternate Member Carshonda Wright (Public at Large) desired serving as a regular member; however, if she was not appointed as a regular member, Ms. Wright desired being reappointed as an alternate member for a two-year term to expire on July 31, 2028
- There were no additional or new applications on file

Stan Johnston submitted a public speaking card. He commented on concerns about dishonesty.

Motion:
Member Nelson moved to reappoint John Greene (General Contractor) as a regular member of the Board of Adjustments and Appeals (BAA) for a two-year term to expire on July 31, 2028. Vice-Mayor Cole seconded the motion and it carried unanimously.

Motion:
Member Nelson moved to reappoint Dr. Gina Beckles (Associated with Building Trades Industries) as a regular member of the Board of Adjustments and Appeals (BAA) for a two-year term to expire on July 31, 2028. Vice-Mayor Cole seconded the motion and it carried unanimously.

Motion:
Member Nelson moved to appoint Alternate Member Carshonda Wright (Public at Large) as a regular member of the Board of Adjustments and Appeals (BAA) for a two-year term to expire on July 31, 2028. Vice-Mayor Cole seconded the motion and it carried unanimously.

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

Toni Shifalo read from a prepared statement that discussed her request for why the City should not hire a new staff member to fill the role as the City's Public Information Officer (PIO) and instead, she requested utilizing or selecting a current City staff member to perform the duties of the PIO.

Al Barrett commented on why he supported the use of Flock vehicle monitoring cameras. He gave an example from one day prior, when Titusville Police quickly identified and located a suspected criminal that was driving and entered the City's jurisdiction, while fleeing law enforcement from another jurisdiction(s).

David Halbritter did not support the use of Flock cameras. Mr. Halbritter also felt that speed detection cameras (used in some school zones) caused confusion, as explained.

Stan Johnston distributed information. He advised no one would accept his ongoing cash offer and reward to dispute his claims that there were illegal dams in the City, nor dispute the City's Sustainability Report was false. He also felt he had been persecuted, the Council and/or the municipality were dishonest, etc.

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CONSENT AGENDA – None.

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ORDINANCES – SECOND READING, PUBLIC HEARING AND RELATED ACTION

Ordinance No. 15-2026 - Cell Towers in Community Commercial (CC) Zoning District - City Manager Abbate highlighted the request outlined in the Council agenda packet. The request was to conduct the first reading and first of two public hearings for Ordinance No. 15-2026.

Principal Planner Eddy Galindo read Ordinance No. 15-2026 - AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES TO ALLOW TRANSMISSION TOWERS AS A CONDITIONAL USE IN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT BY AMENDING SECTIONS 28-54, "USE TABLE", AND 28-220, "TRANSMISSION TOWER"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE, for the first time by title only. (This was a legislative item)

On July 8, 2026, the Planning and Zoning Commission recommended approval, 7-0.

Principal Planner Galindo further highlighted information from the Council agenda packet, the purpose of the proposed ordinance, a map would be provided by the applicant that would depict how the proposed ordinance would fill a gap or need for a transmission tower service in a particular geographical location in the City, etc.

Mayor Connors opened the first public hearing.

The applicant, Mary Solik of the Doty Solik Law Firm, on behalf of Vertex Development, that was proposing changes to the City's *Land Development Regulations* (LDRs), distributed two maps. One map was titled *400-Foot Residential Building Setback Map*. The second map was titled *Community Commercial (CC) Zones with Arterial and Collector Roads Existing Tower Map*, to which she reviewed and highlighted information on each map and how the maps were related to the ordinance. Ms. Solik also reviewed the following information:

- Her client built wireless infrastructure and leased towers to wireless carriers (providers)
- There were presently three carriers in Titusville (AT&T, T-Mobile, and Verizon)
- There were presently no industrial properties in the middle of the City---the rationale for the proposed ordinance
- State statutes afforded the ability for her client to make this request to City Council
- One transmission tower was needed in the middle of the City (geographical location described); however, this was not an item requested within the proposed ordinance and was a separate issue

Brief discussion ensued on visual screening and stealth (camouflage), professional design of transmission towers, whether aesthetic design condition(s) were appropriate for a future

conditional use permit (CUP) application, geographical limitations of towers, connectivity of towers related to providing continuous wireless service, etc.

Stan Johnston expressed a desire to discuss tower design, whether the tower would be 150-feet tall in height, and he was neutral on the proposed ordinance.

As there were no additional individuals that wished to speak, the first public hearing was closed. The second and final public hearing on Ordinance No. 15- 2026 was scheduled for the regular City Council meeting on August 11, 2026, at 6:30 p.m.

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ORDINANCES - FIRST READING

Ordinance No. 16-2026 - Urban Forestry Trust Fund - City Manager Abbate highlighted the request outlined in the Council agenda packet. The request was to conduct the first reading of Ordinance No. 16-2026.

Principal Planner Galindo read Ordinance No. 16-2026 - AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES TO RENAME THE LANDSCAPING TRUST FUND TO THE URBAN FOREST TRUST FUND BY AMENDING SECTIONS 30-32, "CRITERIA FOR REMOVAL" AND 30-34, "MITIGATION PLAN, INCENTIVES", PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE, for the first time by title only. (This was a legislative item)

On July 22, 2026, the Planning and Zoning Commission (P&Z) recommended approval, 7-0.

Principal Planner Galindo further highlighted information from the Council agenda packet on the proposed ordinance, etc.

Toni Shifalo supported the proposed ordinance for reasons she explained.

Stan Johnston felt additional notes should appear alongside the P&Z recommendations, to include that the Titusville Environmental Commission (TEC) also recommended approval.

The public hearing on Ordinance No. 16-2026 was scheduled for the regular City Council meeting on August 11, 2026, at 6:30 p.m.

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Small Scale Amendment (SSA) Application No. 1-2026 - Canaveral Avenue - City Manager Abbate highlighted the request outlined in the Council agenda packet. The request was to conduct the first reading of Ordinance Nos. 17-2026 and 18-2026.

Principal Planner Galindo further highlighted information from the staff report included in the Council agenda packet. He also read the proposed ordinances for the first time by title only, as followed:

Ordinance No. 17-2026 – AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING ORDINANCE NO. 60-1988, WHICH ADOPTED THE COMPREHENSIVE PLAN OF THE CITY OF TITUSVILLE, BY AMENDING THE FUTURE LAND USE DESIGNATION ON PROPERTY LOCATED ALONG CANAVERAL AVENUE, LOCATED SOUTH OF PINE STREET AND NORTH OF PALMETTO STREET, FROM MEDIUM DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL ON 0.16+/- ACRES OF PROPERTY HAVING PARCEL ID NO. 22-35-03-03-26-7; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE. (This was a legislative item)

Ordinance No. 18-2026 – AN ORDINANCE AMENDING ORDINANCE NO. 5-1993 OF THE CITY OF TITUSVILLE, FLORIDA, BY AMENDING THE ZONING MAP MADE A PART OF SAID ORDINANCE BY REFERENCE BY CHANGING THE ZONING CLASSIFICATION ON PROPERTY LOCATED ALONG CANAVERAL AVENUE, LOCATED SOUTH OF PINE STREET AND NORTH OF PALMETTO STREET, FROM THE SINGLE-FAMILY HIGH DENSITY (R-1C) TO THE MULTIFAMILY HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT ON 0.16+/- ACRES OF PROPERTY HAVING PARCEL ID NO. 22-35-03-03-26-7; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

On July 8, 2026, the Planning and Zoning Commission recommended approval, 7-0.

There was no discussion. The public hearing was scheduled for the regular City Council meeting on August 11, 2026, at 6:30 p.m.

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OLD BUSINESS – None.

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NEW BUSINESS

Proposed Tentative Operating Millage Rate for Fiscal Year 2027 - City Manager Abbate highlighted the request outlined in the Council agenda packet. The request was to set the proposed Tentative Operating Millage Rate for the Fiscal Year 2027 budget. Additionally, set the First Public Hearing for the Fiscal Year 2027 Budget on September 9, 2026, at 5:30 p.m. at City Hall and the second and Final Public Hearing for the Fiscal Year 2027 Budget on September 21, 2026, at 5:30 p.m. at City Hall.

Finance Director Teri Butler highlighted various points of information, including the City's current millage rate was $6.3 mils, the rolled-back millage rate was $6.0812 mils, and the maximum statutory millage rate that could be adopted (informally referred to as the *10% Rule*) was $6.4849

mils. At present, the City Manager's budget was balanced upon a millage rate of $6.2 mils. There was also an opportunity to increase the millage to $6.3 mils, which would generate additional estimated revenue amount of $389,202. To this, Council discussion ensued on the following:

- Council would discuss an unfunded list of priority items at the Fiscal Year (FY) 2027 budget workshop on August 4, 2026
- Statutory language indicated City Council could either restrict the millage rate now or provide flexibility by setting a higher tentative millage rate as they considered the FY 2027 budget over the next few weeks
- The tentative millage rate was not binding; however, Council could not approve a millage rate higher than the tentative rate at the upcoming budget hearings
- The scenario of providing flexibility in setting a tentative milage rate only applied to use of the General Fund
- Whether the City's Tiger Team had issued a report of their findings and recommendations, as related to the budget, cost savings, etc.
- A report with budget detail footnotes would be made available to Council in August 2026
- Council's desire to publish information on the City's website to cover various information, such as items or services being cut from the budget, items that needed funding, etc.
- The proposed budget and the City Manager's (9-page) transmittal letter were posted on a City website *splash page* to assist the public to find the information quickly
- Having the ability to post user friendly, real-time, information continuously to the City's website was planned in approximately one year with a BS&A financial software upgrade

- Council received many requests from citizens for improvements, like sunshades at the City's splash pad park, costs, etc.
- Studying and borrowing best practices used by other communities for possible cost savings and operational efficiencies
- Providing as much information to the citizens as possible to communicate costs and issues that may not be commonly known to the public, such as liability coverage costs associated with street sweeping, etc. The idea was intended to cover public scrutiny or incorrect perceptions about knowing how and where citizens' tax dollars were spent
- How *Florida Amendment 3*, a proposed Constitutional amendment related to Homestead Property Tax Exemptions that was scheduled for Florida voter consideration on the November 2026 General Election Voter Ballot, was predicted to impact municipal ad valorem revenue
- Communicating a clear picture to the public about costs, unfunded items, budget cuts, etc.
- Preparing for perpetual, long-term financial changes anticipated with the General Election in November 2026 and voter consideration of *Amendment 3*
- The City Manager's proposed budget was frugal, with only "must have costs", not "wants"
- Getting creative to offset costs to citizens

Stan Johnston submitted a public speaking card. He commented on his belief the City's Sustainability Report was false and how this belief was related to funding objectives in a report he felt were false or incorrect, spending funds on other items he felt were false, etc.

Motion:
Member Nelson moved to set the tentative operating millage rate for the Fiscal Year 2027 at $6.3 mills, with the idea of looking at the unfunded priorities list in the coming weeks and getting the millage back down to $6.2 mills. Vice-Mayor Cole seconded the motion and the roll call vote was:

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

The motion failed, by a vote of 3-no and 2-yes.

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Motion:
Member Nelson moved to set the tentative operating millage rate for the Fiscal Year 2027 at $6.2 mills. 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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Motion:
Member Nelson moved to set the first public hearing for the Fiscal Year 2027 budget on September 9, 2026, at 5:30 p.m. at City Hall and the second and final public hearing for the Fiscal year 2027 budget on September 21, 2026, at 5:30 p.m. at City Hall. 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 to the other Councilmembers to review their reports.

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Council Reports - Council Members provided individual reports.

Member Nelson commented on external agency public records she obtained related to prior criminal allegations about an individual to discuss the rationale for why she was concerned about a matter important to her, concerning a program that would distribute food to children.

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In response to Member Stoeckel's request, Council took formal action related to non-ad valorem tax assessments.

Motion:
Member Stoeckel moved to direct staff to prepare a letter signed by the Mayor notifying the Brevard County Property Appraiser to include the non-ad valorem tax assessments on the Property Tax Truth in Millage (TRIM) notice mailed to property owners. There was a requirement for municipalities to request the non-ad valorem tax assessments to be included on the notice. Vice-Mayor Cole seconded the motion.

Mayor Connors requested hearing from any citizens and public on this proposition.

Al Barrett provided background on historical Council discussions from years ago on how to save on budget costs, such as having individual property owners pay for the paving of their streets, etc.

Stan Johnston advised he was confused about Member Nelson's comments, etc.

The motion carried unanimously.

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Council requested further discussion on the Property Assessed Clean Energy (PACE) Loan Program Presentation that was presented at the regular City Council meeting (Presentation

meeting) at 5:30 p.m. Council requested for this to be added as an agenda item at a future City Council meeting following the Fiscal Year 2027 budget hearings.

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In response to Mayor Connors' request, Council discussed the importance of efforts to secure State appropriations (State funding), having "shovel-ready" projects ready in case State appropriations were received for City infrastructure or other projects, evaluating the lobbyist's success for his or her other clients as a prerequisite to evaluate the predictability of whether the City could secure State appropriations through a hired lobbyist, the City's current lobbyist has been successful to get bills approved by the State Legislature, but that were later vetoed by the Florida Governor, etc.

Council indicated support to request a contract be presented at a future City Council meeting for City of Titusville's Appropriations Lobbyist Jason Steele for further discussion.

xxx

Mayor Connors commented on the City's Strategic Planning (budget) cycle and expanding the kick-off of the cycle with citizen input. Brief Council discussion ensued on developing a model for citizen engagement that other cities would want to emulate, the City was already leading the way in this area, etc.

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CITY MANAGER'S REPORT

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

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City Manager Abbate and Council discussed the following information items in the City Manager's written report, as followed:

1. Revised Returned Check Policy for Utility Billing
2. Proposed Council Agenda Review Format
3. Monthly Budget Reports – April through June

xxx

CITY ATTORNEY'S REPORT – None.

xxx

With no further business to discuss, the meeting adjourned at 9:08 p.m.

Andrew Connors, Mayor

ATTEST:

Wanda F. Wells, City Clerk

The City Council of the City of Titusville, Florida met in regular session in the Council Chamber of City Hall, 555 South Washington Avenue, on Tuesday, August 25, 2026. Mayor Connors called the City Council meeting to order at 6:53 p.m., not 6:30 p.m., due to the Council Presentations meeting at 5:30 p.m. ran late. 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. Additionally, Mayor Connors led those present in a moment of silence, followed by the *Pledge of Allegiance to the Flag*.

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Motion:
Member Nelson moved to approve the minutes of the regular City Council meeting on July 14, 2026, as submitted. Vice-Mayor Cole seconded the motion and it carried unanimously.

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SPECIAL RECOGNITION AND PRESENTATIONS – None.

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Motion:
Member Nelson moved to modify the City Council agenda and immediately move-up and hear two items from Section 9: *Ordinances – Second Reading, Public Hearing and Related Action,* in this order:

- *9 H. Conditional Use Permit (CUP) No. 6-2025 - River Palms II,*
- *9 A. Resolution No. 18-2026 - Annual Stormwater Utility Assessment Roll*

Vice-Mayor Cole seconded the motion and it carried unanimously.

xxx

Item 9 H. –

Conditional Use Permit (CUP) No. 6-2025 - River Palms II – This was a quasi-judicial item. City Manager Abbate highlighted the request outlined in the Council agenda packet. The request was for Council to determine whether the requested CUP was inconsistent with the *Comprehensive Plan* and *Land Development Regulations (LDR);* specifically, *Future Land Use Element (FLUE)* Policy 1.17.3, *Coastal Management Element (CME)* Objective 1.2, and LDR Sections 30-63(e), 30-64(e), 30-64(g), 30-272 and 30-332.

On May 20, 2026, the Planning and Zoning Commission (P&Z) recommended denial of the CUP for several reasons, as outlined in the Council agenda packet.

Mayor Connors opened the public hearing on Conditional Use Permit (CUP) Application No. 6-2025 – River Palms II.

Lisa Tolland, applicant, advised that she and another application representative Attorney Kim Rezanka and who was unavailable, desired City Council to authorize a continuance and to allow the applicant to obtain further data through the end of September, regarding aquatic vegetation at the shoreline of the project, etc.

Brenda Furbush, an owner of a nearby condo, supported the P&Z's recommendations and expressed concern for marine life, the development of the subject site was questionable as explained, there was an indication of a legal attachment for the subject property was tied to another project, whether the request would create non-conforming issues, etc.

Jay Peters, an owner of a nearby condo, also expressed concern that the request could create non-conforming issues and create resale issues for the units in his condo building.

Toni Shifalo was opposed to the request, due to concern for destruction of the shoreline.

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

Motion:
Vice-Mayor Cole moved to deny the applicant's request for a continuation of CUP No. 6-2025 to the regular City Council meeting on November 10, 2026. Member Nelson seconded the motion for discussion.

Member Nelson commented on why she was torn on whether to approve the applicant's request for a continuation. Member Moscoso and Vice-Mayor Cole felt similarly. Member Stoeckel felt the request was inconsistent with the Comprehensive Plan and she felt this would not change by approving a continuation to a future Council meeting. The roll call vote was:

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

The motion carried unanimously. The request for continuation was denied.

Mayor Connors invited the applicant to offer any rebuttal remarks to the comments or concerns expressed thus far.

Lisa Tolland, applicant, indicated that the applicant would accept whatever decisions were made at this point.

Motion:
Member Nelson moved to deny Conditional Use Permit (CUP) Application No. 6-2025 – River Palms II, based on the staff report that outlined violations of the Comprehensive Plan, the Coastal Management Element, and the other policy references made in the City's Codes that indicated non- compliance. 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. CUP No. 6-2025 was denied.

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Item 9 A. –

Resolution No. 18-2026 - Annual Stormwater Utility Assessment Roll - City Manager Abbate highlighted the request outlined in the Council agenda packet. The request was to approve Resolution No. 18-2026, adopting the proposed Stormwater Utility assessment rate, or a different rate not to exceed the noticed rate of $320.88, and confirming and certifying the annual Stormwater Utility assessment roll for the municipal fiscal year beginning October 1, 2026; increasing the service rate charge; forwarding the assessment roll to the Tax Collector's Office for collection; utilizing the uniform method for collecting non-ad valorem special assessments levied within the incorporated area of the City, as authorized by Section 197.3632, *Florida Statutes*; adopting findings of fact; and providing for an effective date.

Public Works Director Sandra Reller gave a presentation that reviewed the following information:

- Fiscal Year 2026 budget breakdown and costs (stormwater assessment)
- Personnel
- Operating budget
- October 26, 2025 - a heavy rainfall and flooding event, key challenges identified, steps the City has taken, etc.
- Future steps and funding consideration
- FY 2027 stormwater assessment rate options at 100% fee increase, 50% increase, or a 13% increase
- Conclusion and next steps

Council discussion and questions ensued with staff on the following:

- Changes in the water table – locally, in the State, etc.

- The City's stormwater system design inherited from the 1960s in comparison to how the system was working today and present-day stormwater management in the community
- An updated Stormwater Master Plan was estimated to be completed by the end of 2027
- Securing grant funding was desired to make improvements to stormwater infrastructure
- Time, design, and engineering was needed to address current and future issues
- Notice procedures to property owners for the Fiscal Year (FY) 2027 stormwater utility assessment
- Whether new development could be charged for paying the cost of stormwater infrastructure improvements was yet to be legally determined (a pending legal question)
- State Statutes indicated that it would need to be proven if a new development project was causing or negatively impacting other areas of the City or causing flooding
- Being transparent and the importance of communicating to citizens where and how funding was used
- There was an unfunded mandate(s) to annually reduce harmful nutrients (nitrogen & phosphorus) in the Indian River Lagoon and to improve water quality
- The Basin Management Action Plan (BMAP) and regulatory requirements
- Stormwater credits or credits by reducing harmful nutrients in the lagoon
- Use of General Fund and reducing the budget
- Cost & figures were estimated by a step-down process used by all cities to evaluate direct and indirect costs, as calculated by a consultant, and having subsequent discretion in funding

Further Discussion Items:

- Personnel costs, whether current operations were efficient, opportunity for restructuring, purchasing important equipment, being limited to staff, and outsourcing for dredging was more expensive than doing the work in-house
- Checking on the routine maintenance of ditches (importance)
- Checking on whether new developments were encroaching on wetlands (importance)
- Knowing the age of the City's infrastructure and identifying options for handling aging equipment
- Council had to balance not raising citizens' costs and not deferring maintenance at the same time
- Bonding to secure financing for stormwater infrastructure improvements. Example: For the *2005 Riverfront Property Bond Acquisition,* voters approved to purchase property along the Indian River
- Studying the analysis and looking at how much money was put into the General Fund. For example, one Councilmember estimated a 56% increase in one year. A Maximus Cost Allocation Study provided for this funding increase recommendation, but which was also subsequently reduced by $250,000, per the City Manager
- How residents on a fixed income may struggle to pay the annual stormwater assessment
- How one Councilmember spoke to over 500 residents and only two (2) of them supported a stormwater assessment cost increase

- The City's current stormwater fee ordinance provided one type of financial credit of 30% if a property owner(s) had a stormwater retention pond or if a resident's Homeowners Association (HOA) maintained a stormwater retention pond
- The City's rate consultant reviewed the Codes and gave input
- What happened when HOAs had dissolved
- There was not adequate City staff to visit and observe 23,000 properties in the City or to observe stormwater ponds once or currently maintained by HOAs. This was an area for improvement, but the City could not monitor private stormwater ponds
- Citizens could contact Code Enforcement to investigate concerns on stormwater ponds

Mayor Connors opened the public hearing.

David Rogers waived his right to speak.

Susan Canada advised the State allowed projects to be stopped if a development's topography was being raised higher than the neighbors. Royal Oak golf course could also provide an option for stormwater management solutions.

Toni Shifalo suggested blaming and penalizing past elected and other City officials that did not uphold the 1966 or prior subsequent Stormwater Plans.

Tim Ellison commented on the stormwater fee cost estimate for his property and his church, and his desire to understand more on costs charged to citizens. He also requested a meeting with staff to better understand the Stormwater Utility Assessment Rate.

Mayor Connors requested staff follow up with Mr. Ellison.

Elizabeth Parker desired scrutinizing the law or policy on the number stormwater personnel listed and administration costs, as well as development practices, completing a water shed study, etc.

Stephen Amato requested creating a form and program to lock-in the stormwater rate from increasing and control these costs for seniors, veterans, disabled, etc.

Robert Preston requested public records documenting how the prior annual budgets were spent. He advised that staff did respond to his records requests. He also commented on how excess flooding was destructive to the community.

Ray Haskell waived his right to speak.

Louie V. (last name not provided) gave numerical figures on inflation, population, prior stormwater fee increase(s), a normal storm from a few days ago caused excess flooding, his observation ditches were not being maintained commensurate with the stormwater rate increases, public trust was in question, etc.

Jeff Greenberg waived his right to speak.

Al Barrett advised his property did not flood, but he felt the City was still a mess. He commented on his deep care for the City, his support to secure a bond to finance stormwater improvements before there was a total system failure, etc.

Joseph Pieretti asked for a dog park to be built in the area of Royal Oak and Knox McRae Drive.

Trenton Mansfield did not support a high increase to stormwater fees, but he also desired to do something, whether it was bonding, etc. He also asked the FY 2027 budget hearings to be televised.

Roland Howard had 14-inches of water at his front door with a prior heavy rainfall event. He was now building a levy around his home. Mr. Howard was concerned an updated Stormwater Plan would not be ready until late 2027, being frustrated in the interim, and his request to create a temporary exemption to waive stormwater rate increases for property owners currently dealing with chronic flooding issues in the interim.

Terry Morse advised she was a victim of the October 2025 heavy rainfall event. She waived her additional time to speak.

Teresa Thortnton waived her time to speak.

John Honeycutt was a former U.S. Pipe employee that worked on water issues in Miami Dade County. He estimated the work needed to improve stormwater management in Titusville would require 10 to 20 years to complete. Mr. Honeycutt also commented on several ideas, including securing grants, creating a joint *Space Coast Infrastructure Partnership Program* in collaboration with others (public and private), more frequent space launch activities caused rattling of home foundations and this would also cause underground sink holes to give-way, his experience in concrete, he had many ideas, etc.

Stan Johnston advised millions of dollars were needed to make stormwater improvements, securing federal funding was a suggestion in the current or older version of the City's Stormwater Master Plan, his opinion staff had ignored the Stormwater Master Plan, his desire to table the request, etc.

Information was submitted to the City Clerk from Nancy Hirko.

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

Member Moscoso asked if any special provisions could be applied to the stormwater fee that allowed citizens that were seniors, disabled, or a veteran to pay a reduced rate based on one citizen's comments. City Attorney Treasure advised she would complete research on this matter.

Further Council discussion ensued:

- One Councilmember's desire for an independent analysis for how the stormwater had been allocated, transferred, and used. This would aid in building trust with the public
- The rate increases from 2018 to present

- Comparison to Pensacola, FL
- After rate increases, rates would never go down
- The City looked very different than in 1966, 1985, etc. and this was why it was important to get a new Stormwater Master Plan
- Being tactical and strategic to make improvements
- Council was looking at making budget cuts and the cost savings were intended to be put toward stormwater improvements
- Organizational efficiency or culture analysis was an item the Council wanted in the future to analyze whether there were cost saving opportunities, accountability, etc.
- Mapping and identifying all goals, expenses, etc., to give the public a clear picture
- Having limited staffing and budget to accomplish Council's ideas
- Prior Councils deferred large costs related to system maintenance ("kicking the can down the road")
- Support of bonding
- What a 25% increase could accomplish, which may mean an annual increase of $40 to a homeowner
- A reference made about a homeowner that had flooded four times in the last 10 years
- Revenue ideas and cuts intended for the FY 2027 budget
- A desire to have the Internal Auditor do a deep dive into Stormwater (a thorough Stormwater Audit), which the City Manager advised he would arrange, once the Internal Auditor completed the *take home vehicle audit*
- Adopting a 13% increase meant only maintaining what the City currently had, not any progress toward projects

Member Stoeckel commented that citizens were concerned regarding an increase in stormwater. Member Stoeckel also asked if new development could pay for stormwater projects. City Attorney Treasure advised that she would provide a memorandum to the City Council on this matter.

Member Moscoso commented on the transfer of monies from the Stormwater Fund to the General Fund. Based on the comments, City Manager Abbate would provide the Maximus Cost Allocation Plan to the City Council and also make it available to the citizens.

Motion:
Member Nelson moved to approve and establish the Fiscal Year 2026-2027 non-ad valorem assessment at $181.30 per Equivalent Residential Unit (ERU), approved the corresponding adjustments to the assessment roll, and adopted Resolution No. 18-2026 as completed with that rate (This was a 13% increase). 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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Motion:
Member Moscoso moved to direct the Internal Auditor to complete an audit of the annual Stormwater Fund. Vice-Mayor Cole seconded the motion and the roll call 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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At 8:45 p.m., Mayor Connors called for a 10-minute recess. He called the meeting back to order at 8:55 p.m.

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BOARDS AND COMMISSIONS

Board of Trustees of the General Employees' Pension Plan – The request was to accept the resignation of Regular Member Ashley Byrne with an unexpired term of September 30, 2026. The resignation was effective on July 16, 2026.

Motion:
Member Nelson moved to accept the resignation of Board of Trustees of the General Employees' Pension Plan Regular Member Ashley Byrne with an unexpired term to expire on September 30, 2026, with regret. The resignation was effective date on July 16, 2026. Vice-Mayor Cole seconded the motion and it carried unanimously.

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North Brevard Commission on Parks and Recreation – The request was to appoint two regular members to the North Brevard Commission on Parks and Recreation with terms to expire on August 31, 2028. The terms of Regular Members Kevin Rosa and William Klein were due to expire on August 31, 2026. One additional application was on file.

Motion:

Member Nelson moved to reappoint Kevin Rosa and William Klein as regular members of the North Brevard Commission on Parks and Recreation, with terms to expire on August 31, 2028. Vice-Mayor Cole seconded the motion and it carried unanimously.

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

Jennifer Mark read from a prepared statement on her concerns for a local pet shop (business). She also requested banning puppy mills, which she said was the case in Orange County.

Al Barrett read from a prepared statement that discussed preparing for civil engineering and development needs, due to space related industry coming in the next few short years.

Mr. Lazlo (first name not given) read from a prepared statement that discussed concerns for Flock cameras, the potential for misuse and abuse by staff, etc.

Stan Johnston read from a prepared statement that discussed concerns about illegal dams, dishonesty, flooding, his desire to place a moratorium or stop a particular project, etc.

xxx

CONSENT AGENDA

City Manager Abbate read Consent Agenda Items A through H, as followed:

A. Waiver of Competitive Procurement Requirements and One-Year JB's Lawn Control Contract - Waive the competitive procurement requirements for one-year landscape maintenance services and authorize the City staff to issue a purchase order with JB's Lawn Control, Inc. through September 2027 for an annual amount of $301,358, under the existing contract terms, pricing, and conditions.

B. Building Department Fee and Optimization Study Consulting Services - Approve the use of State of Florida Management Consulting Services Contract #80101500-25-STC with MGT of Tampa to complete Building Department Fee and Optimization Study Consulting Services in a contract amount not to exceed $49,782.00 and authorize staff to issue a purchase order for the services.

C. Local Justice Assistance Grant - Accept the Local Justice Grant Assistance (JAG) in the amount of $21,646 which will supplement funds for Titusville Police Department (TPD) overtime details and approve the associated budget amendment.

D. Save our Indian River Lagoon (SOIRL) Cost Share Agreement 26-290 - South Street & US1 Baffle Box - Approve the Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement #SOIRL 26-290 between the City of Titusville and Brevard County

in the amount of $400,652 in funding toward the installation of the South Street & US1 baffle box, approve the associated budget amendment and authorize the Mayor to execute the agreement.

E. Save our Indian River Lagoon (SOIRL) Cost Share Agreement 26-291 - 535 Knox McRae Drive Baffle Box - Approve the Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement #SOIRL 26-291 between the City of Titusville and Brevard County in the amount of $328,328 in funding toward the installation of the 535 Knox McRae Drive baffle box, approve the associated budget amendment and authorize the Mayor to execute the agreement.

F. Acceptance of Easement from Mavis Tire - Accept a utility easement for water and reclaimed water infrastructure from Mavis Tire located at 3005 Garden Street.

G. Aquifer Recharge Feasibility Study - Approve the award of Task Order CDMTO005 to CDM Smith, Inc., in the amount of $109,000.00 to provide engineering consulting services for a feasibility study for aquifer recharge and authorize the Mayor to execute the Task Order.

H. Wastewater Plant Master Plan Task Order - Approve the award of Task Order # MHTO009 to Mead and Hunt, Inc. in the amount of $187,660 to provide engineering consulting services including, but not limited to, an evaluation of both wastewater treatment plants resulting in a Master Planning document identifying infrastructure needs, project planning and estimated costs to prioritize and plan for the future of the wastewater treatment plants and authorize the City Mayor to execute the task order. Approve the attached Budget Adjustment to move budgeted funds to Professional Services account.

Susan Canada submitted a public speaking card on Consent Agenda Item No A; however, she was unavailable to speak upon being called.

Stan Johnston submitted a public speaking card on Consent Agenda Item Nos. B, D, E, G, and H, to which he spoke and indicated being neutral on his card.

Member Moscoso briefly commented on questions she had prior to the meeting, for the requests related to Save our Indian River Lagoon (SOIRL), costs for baffle boxes, the City's costs versus grant funding, the City was already "built-out" was the reason the City was installing so many baffle boxes, etc.

Motion:
Member Nelson moved to approve Consent Agenda Items A through H, in accordance with the recommendations. Vice-Mayor Cole seconded the motion and the roll call was:

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

Vice-Mayor Cole Yes

The motion carried unanimously.

xxx

ORDINANCES – SECOND READING, PUBLIC HEARING AND RELATED ACTION

Ordinance No. 19-2026 - Administrative Approval of Plats and Replats Ordinance – City Manager Abbate advised this ordinance was withdrawn by staff, based on changes discussed by Council at the first public hearing on August 11, 2026. If Council was agreeable, the ordinance would be revised and re-advertised for a future hearing.

Mayor Connors desired moving forward with the public hearing on Ordinance No. 19-2026, as presently advertised. He advised the ordinance was being preempted by the State and it was overdue to be adopted. To this, staff commented on the complexity of incorporating the State's requirements into the City's Codes for this matter, but the proposed ordinance now satisfied them and it was advertised.

Then, the Planning and Zoning Commission (P&Z) recommended changes, as well as some of City Council indicated making changes at the regular City Council meeting on August 11, 2026.

Per Mayor Connors' request, City Attorney Treasure advised the City was not specifically preempted under the State statute. The statute indicated a requirement for plating and replating to be completed administratively and that these tasks were outside of the governing body's purview. City Attorney Treasure also advised there were no legal issues with the current proposed ordinance and the Council could adopt the current ordinance as written, if desired.

Mayor Connors questioned whether the current proposed ordinance met legal compliance with State law, individuals dividing up their land, the law or policy did not distinguish between a *preliminary plat* and a *final plat*, there was opportunity to ask property owners how they were going to divide-up their property, etc.

Member Stockel recalled Council discussed being okay with the proposed ordinance as written, but that Council had since indicated a desire for a preliminary plat to still come before the City Council and the Planning and Zoning Commission for consideration and approval. Member Stoeckel was also not sure why readvertising was necessary. To this, City Attorney Treasure advised that was the key difference; the way the proposed ordinance was currently written, a preliminary plat would be considered or approved administratively, but since the draft ordinance was written, Council indicated a desire to be the approving authority for preliminary plats. Making this change would require substantial changes to the ordinance title, ordinance language, etc.

Member Stoeckel and staff discussed whether the ordinance title legally needed to change. Council commented on ensuring the proposed ordinance was legally compliant with State statutes; however, the Council also wanted as much local control as possible, as allowed by the State. Mayor

Connors did not want to see the City cause or invite litigation itself, if the desired changes were preempted by State law.

Motion:
Member Nelson moved to direct staff to revise the ordinance related to Plats and Replats by not removing City Council's review of the preliminary plan (plat) and re-advertise the proposed ordinance. 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

City Attorney Treasure read the *Quasi-judicial rules of procedure.*

xxx

Ordinance No. 20-2026 - Pet Grooming in Neighborhood Commercial (NC) Ordinance - City Manager Abbate highlighted the request outlined in the Council agenda packet. The request was to conduct the first reading and first of two public hearings for Ordinance No. 20-2026.

Community Development Director Brad Parrish read Ordinance No. 20-2026 - AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES TO ALLOW PET GROOMING SERVICES AS A PERMITTED USE IN THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT BY AMENDING SECTIONS 28-54 "USE TABLE" AND 28-157 "PET GROOMING SERVICES"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE. (This was a legislative item)

On August 5, 2026, the Planning and Zoning Commission (P&Z) recommended approval, 6-0.

Staff briefly highlighted information from the Council agenda packet, the purpose of the proposed ordinance, etc.

Member Moscoso advised that having a kennel in the Neighborhood Commercial (NC) zoning would require having a conditional use permit.

Mayor Connors opened the first public hearing.

As there were no individuals that wished to speak, the first public hearing was closed. The second and final public hearing on Ordinance No. 20-2026 was scheduled for the regular City Council meeting on September 8, 2026, at 6:30 p.m.

xxx

Ordinance No. 21-2026 - Recreational and Commercial Amusement (Indoor) Ordinance - City Manager Abbate highlighted the request outlined in the Council agenda packet. The request was to conduct the first reading and first of two public hearings for Ordinance No. 21-2026.

Community Development Director Brad Parrish read Ordinance No. 21-2026 - AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES TO ALLOW RECREATION AND COMMERCIAL AMUSEMENT (INDOOR) AS A PERMITTED USE IN THE DOWNTOWN MIXED USE (DMU) ZONING DISTRICT BY AMENDING SECTIONS 28-54, "USE TABLE", AND 28-275, "RECREATION AND COMMERCIAL AMUSEMENT (INDOOR)"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE. (This was a legislative item.)

On August 5, 2026, the Planning and Zoning Commission (P&Z) recommended approval, 6-0.

Staff briefly highlighted information from the Council agenda packet, the purpose of the proposed ordinance, etc.

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

Council discussed expanding recreational and commercial amusement to other zoning districts; however, the City Council wanted to move forward with the current ordinance with the possibly of modifying the hours of operation.

This was the first reading and first of two public hearings on October 21-2026. The final public hearing was scheduled for the regular City Council meeting on September 8, 2026 at 6:30 p.m.

xxx

Ordinance No. 22-2026 - Data Center Ordinance - City Manager Abbate highlighted the request outlined in the Council agenda packet. The request was to conduct the first reading and first of two public hearings for Ordinance No. 22-2026.

Community Development Director Brad Parrish read Ordinance No. 22-2026 – AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, TO ESTABLISH DATA CENTERS AS A PROHIBITED USE, BY AMENDING SECTIONS 28-52, "PROHIBITED USES", AND 37-1, "DEFINITIONS", OF THE TITUSVILLE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND EFFECTIVE DATE. (This was a legislative item)

On August 19, 2026, the Planning and Zoning Commission (P&Z) recommended approval with the condition that the definition of data center be narrowed to ensure that current commonplace and accessory computer information and data storage activities are not subjected to the moratorium. Approved 6-1. One Member voted no as he felt the definition of data centers was too loose.

Staff highlighted information from the Council agenda packet, the purpose of the proposed ordinance, understanding the P&Z's concerns, interpretation of Code, making changes and clarifying the proposed Code language as discussed as related to the definition(s) of a data center(s) etc.

Mayor Connors opened the first public hearing.

Al Barrett supported making changes to the proposed ordinance. He also commented on the definition of data centers changing abroad, one idea to include an amperage or megawatt limit into a proposed ordinance, etc.

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

Brief Council discussion ensued on the following:

- A ChatGPT or A.I. definition of a data center
- The current definition(s) in the proposed ordinance were taken from *Florida Statutes*
- Differentiating small scale and large-scale data centers in the definition(s), etc.
- Consider a simplified definition that indicated the primary function was related to data
- Looking at megawatt thresholds
- Not banning everything, just data centers that would be taxing on the City's resources
- Avoiding unintended future consequences in ordinance language

Staff will revise the ordinance based on Council's discussion to change the definition of data centers, etc. Following the revision, staff would determine if the ordinance needed to re-advertised.

This was the first reading and first of two public hearings on Ordinance No. 22-2026. The final public hearing was scheduled for the regular City Council meeting on September 8, 2026 at 6:30 p.m.

xxx

Resolution No. 19-2026 - Street Renaming Ponce De Leon Drive to Curiosity Court - City Manager Abbate highlighted the request outlined in the Council agenda packet. The request was to adopt Resolution No. 19-2026 to rename Ponce De Leon Drive to Curiosity Court.

Mayor Connors opened the public hearing. There were no individuals that wished to speak.

Brief discussion ensued on a preference to obtain other name ideas, Council might provide the City Manager a theme or ideas for staff to work from, this was an opportunity to honor an individual that had made a positive impact in the community, whether to select a name related to the space industry, and one suggestion to rename the street to *Jesse Kirk Court*, to which Council indicated support of the idea to posthumously honor Ms. Kirk.

Motion:
Member Nelson moved to request renaming Ponce De Leon Drive to Jesse Kirk Court versus Curiosity Court. Vice-Mayor Cole seconded the motion.

Mayor Connors advised it was contingent on the approval from Brevard County E911.

Member Nelson upheld the motion. Vice-Mayor Cole's second held 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. Resolution No. 19-2026 was not adopted; however, direction was provided for staff to report back on whether Brevard County E911 approved the use of *Jesse Kirk Court*.

xxx

Small Scale Amendment (SSA) Application No. 2-2026 - 1165 War Eagle Boulevard - City Manager Abbate highlighted the request outlined in the Council agenda packet. The request was to conduct the public hearing and final reading of Ordinance Nos. 12-2026, 13-2026, and 14-2026, as related to Small Scale Comprehensive Plan Amendment (SSA) Application No. 2-2026.

On July 22, 2026, the Planning and Zoning Commission recommended denial, 7-0.

Community Development Director Parrish requested whether Council desired moving forward, before reading each of the proposed ordinances. Mayor Connors advised there seemed to be "no appetite" to move forward with the proposed annexation in Ordinance No. 12-2026 and he requested Council make a motion.

Motion:
Member Nelson moved to deny *Ordinance No. 12–2026***.** Vice-Mayor 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. Ordinance No. 12-2026 was denied; therefore, no action was taken on Ordinance Nos. 13-2026 and 14-2026.

xxx

ORDINANCES - FIRST READING - None.

xxx

OLD BUSINESS –

Code Enforcement Lien Reduction Request - 508 Lucky Street - City Manager Abbate highlighted the request outlined in the Council agenda packet. The request was to approve the Special Magistrate's recommendation for a code enforcement lien reduction to the amount of $1,000 plus $4,651.01 in City cost for a total of $5,651.01 and payable to the City of Titusville within 90 days. The requested action was for the property located at 508 Lucky Street. The Magistrate had also based his findings on the requirements of City Code Section 31-71(g).

Biance Burse submitted a public speaking card. She commented on not knowing about the lien; otherwise, she would have paid it. She also expressed concern about the total amount she was responsible for paying.

Member Stoeckel and Ms. Burse discussed her questions related to whether Ms. Burse used a title company's services when purchasing the property, which would reveal whether there were any liens on the property prior to purchasing, the purchase was made via *For Sale By Owner*, staff had sent certified letters and a hearing notice(s) to Ms. Burse on the matter, etc.

Member Moscoso confirmed that Ms. Burse owned four properties in Titusville.

Ms. Burse distributed a sheet of paper to the City Clerk, which she indicated was a payment receipt (dated March 15, 2024) of $20,784.27.

Mayor Connor and staff discussed his questions related the total amount of fines due when Ms. Burse bought the property on April 18, 2023, prior fines for a dangerous or nuisance structure on the property (estimated roughly at $150,000) went away with the removal of the nuisance property, fine amounts varied based on classification (junk & debris, overgrowth, etc.), a prior magistrate hearing in 2019 and fines incurred at that time, etc.

Member Nelson and Member Moscoso indicated support of not charging Ms. Burse the fines that were due prior to her purchase of the property in 2023, support of the City of Loxahatchee Code on code enforcement liens and modeling the Loxahatchee Code that did not lower a lien below 25% or no less than $5,000, etc.

Additional extensive discussion ensued on the demolition cost of the former nuisance structure that was removed, the owner's purchase price was based on the land price, Ft. Lauderdale would

not lower a lien below 85%, a historical review of Titusville indicated liens were not lowered less than 15%, a desire to make a policy change, the property was brought into compliance in June 2025, the current home was completed and inspected by October 2024, Code enforcement procedures, calculating the total fine Council might accept based on the specific dates from when the property was purchased to when the property was deemed to come into compliance, corrections and adjustments as discussed, Code enforcement had more information or itemized charges were indicated were available to assist refining the mathematical calculations, developing a policy moving forward, etc.

Motion:
Member Nelson moved to approve the code enforcement lien reduction to the amount of $5,000 plus $4,651.01 in City costs, for a total of $9,651.01 and payable to the City of Titusville within 90 days, as related to 508 Lucky Street.

In addition, Member Nelson advised she felt the City needed a policy on these matters.

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

NEW BUSINESS – None.

xxx

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

A citizen, name not given, advocated for himself as a potential candidate for the vacant position as a regular member on the Board of Trustees of the General Employees' Pension Plan, for an unexpired term to expire on September 30, 2026.

Mayor Connors requested the citizen contact the City Clerk's Office to follow the process for having his board application considered by City Council.

xxx

MAYOR AND COUNCIL REPORTS

Mayor's Report - Mayor Connors deferred to the other Councilmembers to review their reports.

xxx

Council Reports -

Council Reports - Council Members provided individual reports.

Member Moscoso commented on the City Manager's current Evaluation Form(s) for the Council to complete for Fiscal Year 2025/2026 and requested it be based on performance.

xxx

It was 10:30 p.m.

Motion:
Member Nelson moved to extend the meeting until 10:45 p.m. Vice-Mayor Cole seconded the motion and it carried unanimously.

xxx

Council discussion resumed on the City Manager's Evaluation (annual evaluation).

Member Stoeckel commented that it had been one year since hiring the City Manager, her desire to discuss a variety of items, some items were working in her viewpoint, a desire to discuss items important to her, such as "the consultant" with the goal to evaluate or make a big shift or big changes in the future (a Council discussion at the Council retreat on May 30, 2026).

Member Stoeckel further discussed the City was not doing the best that it could, public trust was low, her opinion that status quo institutional knowledge had been used to keep the City afloat while it underwent big changes over the last year, she desired borrowing "out of the box" thinking and ideas used by other cities, the current evaluation form felt like a popularity survey, being pleased that Council was moving toward the rolled back rate at the FY 2027 budget, the importance and struggle of being able to obtain information she needed for her role, etc.

Mayor Connors advised the City Manager's Evaluation was more of a subjective evaluation (not objective).

Member Nelson was pleased the FY 2027 budget hearings were available to view online and that Council had gone through the budget line-by-line. Additionally, she advised the election was causing concerns in the community, calm was requested and there were processes to follow, Facebook was not real (should not be used as the source of credible or accurate information), etc.

Following Council's completion of the City Manager's Evaluation, it would be included on an upcoming Council agenda.

xxx

Member Stoeckel expressed concern of not receiving an invitation on the Tower 11 Ceremonial Push-In for latest Fire Apparatus (fire truck) held on August 21, 2026 at 10:00 a.m. To this, Mayor Connors requested that all City Council be added to the City's "all team members" email distribution list.

xxx

In response to an earlier request made by Member Moscoso, Council took the following action.

Motion:
Member Nelson moved to direct staff to research the possibility of banning puppy mills. Vice-Mayor Cole seconded the motion.

There were no individuals that desired speaking on the proposition before Council.

The motion carried unanimously.

xxx

Mayor Connors provided his individual report. He made two requests of Council regarding audio recordings and impact fees.

Motion:
Member Nelson moved to direct staff to put the audio recordings of the budget workshops for Fiscal Year 2026/2027 online at *YouTube@CityofTitusville*.

There were no individuals that desired speaking on the proposition before Council.

The motion carried unanimously.

xxx

About transportation impact fees, discussion included obtaining more information related to transportation impact fees, the difference of an *impact fee* versus a *mobility fee*, possible grant to pay for the study, and requesting an estimated cost of completing a transportation impact fee study.

Motion:
Vice-Mayor Cole moved to direct staff to bring back information on completing a transportation impact fee study. Member Nelson seconded the motion.

There were no individuals that desired speaking on the proposition before Council.

The motion carried unanimously.

xxx

CITY MANAGER'S REPORT

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

xxx

Community Development Block Grant (CDBG) Program Special Meeting – City Manager highlighted the request as outlined in his written report.

By consensus agreement, Council scheduled a Community Development Block Grant (CDBG) Program Special Meeting on Thursday, December 10, 2026, at 5:00 p.m.

xxx

The remainder of the items on the City Manager's Report were provided for informational purposes only.

xxx

CITY ATTORNEY'S REPORT –

City Attorney Treasure reviewed court legal rulings or opinions related to when substantial and material changes were desired for a proposed ordinance or its original purpose, from the first reading to when the second reading of a proposed ordinance was held. This was why staff consulted the City Attorney when Council desired making changes to a proposed ordinance.

xxx

City Attorney Treasure advised her employment contract indicated that her evaluation would be considered by Council with the City Manager's evaluation. She would send the form for her evaluation to Council (if the form was agreeable to Council) and she would provide a report on the accomplishments of her office during the past year.

xxx

With no further business to discuss, the meeting adjourned at 10:45 p.m.

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

City Council
Regular Meeting
September 8, 2026

The City of Titusville City Council met in regular session on Tuesday, September 8, 2026, at Titusville City Hall, second floor, Council Chamber, 555 South Washington Avenue, Titusville, Florida 32796.

xxx

Mayor Connors called the City Council meeting to order at 7:02 p.m. Those present in the Council Chamber included Mayor Andrew Connors, Vice-Mayor Herman Cole, Jr. Col USAF Retired and City Council Members Jolynn Nelson and Megan Moscoso. Also present were City Manager Tom Abbate, City Attorney Andriene Treasure, and City Clerk Wanda Wells. Council Member Dr. Sarah Stoeckel was absent. Sr. Administrative Assistant Emily Campbell completed the minutes.

xxx

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

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

xxx

APPROVAL OF MINUTES

Motion: Member Nelson moved to approve the minutes of the regular City Council meetings on July 28, 2026 (5:30 p.m.) and August 11, 2026 and special City Council meetings on August 4, 2026 (1st Budget Workshop) and August 20, 2026 (2nd Budget Workshop). Vice-Mayor Cole seconded the motion. The motion carried unanimously.

xxx

SPECIAL RECOGNITIONS & PRESENTATIONS – None.

xxx

BOARDS AND COMMISSIONS

Board of Adjustments and Appeals – City Manager Abbate advised the request was to appoint one alternate member to the Board of Adjustments and Appeals for an unexpired term to expire on July 31, 2028.

Mr. Neil Pannell has expressed his willingness and desire to serve on this board as an alternate member with an unexpired term to expire on July 31, 2028. There were no additional applications.

Motion: Member Nelson moved to appoint Neil Pannell as an alternate member to the Board of Adjustments and Appeals with an unexpired term to expire on July 31, 2028. Vice-Mayor Cole seconded the motion. The motion carried unanimously.

xxx

Code Enforcement Special Magistrate – City Manager Abbate advised the Code Enforcement Special Magistrate's Semi-Annual Written Report was included in the agenda packet. No action was requested.

xxx

North Brevard County Hospital District Board – City Manager Abbate advised the North Brevard County Hospital District Board's Semi-Annual Report would be presented. No action was requested.

North Brevard County Hospital District Board Chairman Robert Jordan provided a presentation that highlighted as follows:

- City of Titusville Semiannual Report September 2026
- Brevard's Most Transparent-to-the-Public Hospital Operations Snapshot Past 12 Months
- Brevard's Most Transparent-to-the-Public Hospital CMS Star Rating
- National healthcare accrediting bodies independent reviews
- Our Road Map. People. Process. Technology.
- Meet Our Newest Providers
- Parrish, Health First establish stroke network partnership
- $5.2 Million in Grants Awarded
- These Facts Tell the Story
- Questions?

xxx

2026/2027 Student Advisory Council Membership Appointment – City Manager Abbate advised the request was to confirm Mr. Riley Berrio (Academic Community Enrichment, Inc, 9th grade) as a member of the 2026/2027 Student Advisory Council, as nominated from his school.

Staff requested that Council confirm Mr. Riley Berrio as a member of the 2026/2027 Student Advisory Council, as nominated from his school.

In addition, staff had not received the nomination from Titusville High School for their 9th grade member. All other members have been appointed to the 2026/2027 Student Advisory Council.

Stan Johnston submitted a card on this item but chose not to speak.

Motion: Member Nelson moved to confirm Riley Berrio (Academic Community Enrichment, Inc., 9th grade) as a member of the 2026/2027 Student Advisory Council, as nominated from his school. Vice-Mayor Cole seconded the motion. The motion carried unanimously.

xxx

City Manager Abbate advised that Parrish Medical Center had an additional presentation.

North Brevard County Hospital District Board Chairman Robert Jordan stated that it was his honor to present a special Zero Harm Recognition to Mayor Connors for his acts in assisting an individual who fell in front of Parrish Medical Center.

xxx

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

Al Barrett discussed flooding that occurred in the Hickory Hills Neighborhood near Dutch Brothers Coffee Shop. He discussed the Air Force and his history while serving in the Air Force. He also discussed the stormwater systems in the City of Titusville, etc.

xxx

Leszek Kot stated that he was an engineer in the space industry and had resided in Titusville since May 2019. He expressed concern regarding the timing of certain traffic signals and stated that adjustments could significantly improve traffic flow. Mr. Kot offered to volunteer his time to assist the City with evaluating and improving traffic signal timing, if permitted.

Mayor Connors advised him to speak with Public Works Director Sandy Reller.

xxx

Jesse Wright stated that some developers were unable to extend their site plan permits beyond the two-year expiration period due to financial hardships or unforeseen circumstances, including contamination issues. He requested that staff be directed to consider developing an ordinance allowing extensions based on hardship. Mr. Wright stated that he had discussed the matter with the City Manager and requested direction be provided for staff.

Member Moscoso stated that she could support adding this item to the next City Council agenda so council could receive more information regarding Jesse Wright's situation.

Mayor Connors stated that council could discuss this during the Mayor and City Council Reports on the agenda.

xxx

Joseph Pleretti discussed his experience at the Emergency Room at Parrish Medical Center. He also discussed stormwater on Hopkins Avenue, Sisson Avenue and Barna Avenue and stated these roads flood about six inches during a rainstorm. He stated that he believed this flooding was caused by too much construction and there was nowhere for the water to drain.

xxx

Malinda Villain requested a consistency review regarding the use of the Acorn Drive alley system. She questioned why staff had advised Council that Acorn Drive and its alleys would likely not be subject to the no-trucks ordinance because the properties adjacent to her property were commercial. Ms. Villain stated that the neighborhood plan included three primary recommendations: (1) allowing new multifamily uses, (2) preventing social service and commercial encroachment, and (3) providing appropriate buffering between uses. She also referenced a 2000 telephone directory that identified the properties along Acorn Drive as residential and stated that the area had only recently experienced changes to its uses for the past 26 years.

xxx

Sandy Jankovich, Chair of the Keep Brevard Beautiful (KBB) Action Team, spoke regarding the Tidy Up Titusville initiative. She stated that NASA's Max Power Air Show and the Up Summit would take place at Kennedy Space Center on November 7th and 8th and were expected to attract more than 50,000 attendees, including the Thunderbirds and Blue Angels. Ms. Jankovich stated that KBB planned to conduct Tidy Up Titusville from October 16th through October 30th. She noted that KBB would provide vests, gloves, grabbers, and buckets and requested volunteers to participate. She also asked Council members to select a zone and lead a cleanup crew.

Mayor Connors volunteered to lead North Zone three and assist with recruiting volunteers.

xxx

Carson Sims expressed concern regarding the use of Flock cameras, stating that the system tracked individuals' movements. He referenced information in the Flock brochure indicating that the cameras utilized camera streams and vehicle history to predict a vehicle's location and direction of travel and reduce risks associated with vehicle pursuits. Mr. Sims expressed concern about the City of Titusville utilizing a mass surveillance system.

xxx

Stephen Hansell expressed concerns regarding flooding in his neighborhood. He stated that the dams constructed in 2012 contributed to the flooding and his neighborhood was not in support of the dams. Mr. Hansell stated that flooding had damaged homes and destroyed personal property that could not be replaced. He reported that he had sustained more than $40,000 in damage, including two vehicles that were totaled.

xxx

Stan Johnston stated that he had raised concerns with the city regarding dams in Titusville more than forty years earlier. He stated that City Code prohibited obstructions in ditches and expressed concern that the dams had contributed to the flooding of homes and properties in Titusville.

Member Nelson asked what caused the flooding in Bakers Subdivision.

Public Works Director Sandy Reller stated that significant rainfall had contributed to the flooding. She stated that Mr. Johnston was referring to the Temple Drive area and explained that she believed the area had historically drained into the St. Johns River. She also stated that man-made ditches had since been constructed to direct water toward the Indian River Lagoon. Ms. Reller stated that a grant-funded study was underway to evaluate the basin and consider redirecting the water to the west.

xxx

CONSENT AGENDA

Member Moscoso advised that she wanted to pull Consent Agenda Item 8L - Lobbying Services Contract.

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

A. Contract for the City's Third-Party Administrator for Claims Services - Approve the Agreement between the City of Titusville and Davies Claims North America, Inc. in the amount of $66,518 for FY2027 for Third Party Administration Services for Claim & Risk Management, utilizing the competitively procured contract awarded by the City of Winter Park, Florida, including Amendment No. 1, and authorize the City Manager to execute the Agreement.

B. Water Allocation Permit - Titusville Destination and Resort Multi-Family Building - Authorize the issuance of a water supply capacity allocation permit in the amount of 62,114 gallons per day for the 240-unit multifamily building within the Titusville Destination and Resort Development.

C. Victims of Crimes Act (VOCA) Grant - FY 2027 - Approve the FY 2027 VOCA grant in the amount of $54,317 to fund the Victim Advocate position.

D. Florida Department of Agriculture and Consumer Services (FDACS) Hurricane Ian Recovery Grant - Authorize City Council to sign and accept the FDACS Grant Contract.

E. Renewal of the City's Property and Casualty Insurance Lines of Coverage - Approve the renewal of all insurance lines of coverage for Fiscal Year 2027 at a total premium cost of $1,743,581.44, which is an increase from last fiscal year's premium cost of $1,527,977.96, or a total dollar increase of $215,603.48 (14%), and authorize the City Manager to execute and put in place all necessary instruments for this renewal, subject to approval of the Fiscal Year 2027 Annual Budget.

F. Change Orders for the City Hall Chiller Replacement Project - Approve two change orders to Trane U.S. Inc. for the City Hall Chiller Replacement Project, including $15,789 for the installation of a water-treatment bypass feeder and $19,051 for testing and balancing the building's air and water distribution systems, for a total additional project cost of $34,840.

G. Administrative Services Medical Renewal - Approval of the renewal of an Administrative Service Fee; Group Medical, Pharmacy benefit plan with Aetna with no increase in the current Medical Administration and Access Fee pending approval of the FY 2027 Annual Budget.

H. Stop Loss Medical Reinsurance Coverage - Approve the renewal of Stop Loss Medical Reinsurance coverage with SunLife to cover medical reinsurance costs at an estimated annual premium of $1,209,350.76 pending approval of the FY 2027 Annual Budget. This amount represents an increase of 5.4% over current rates.

I. Life Insurance Benefit Coverage for all Full-time Active Employees - Approve renewal Group Life and AD&D, for Fiscal Year 2027 contingent upon City Council approval of the Fiscal Year 2027 Annual Budget and authorize the City Manager to execute the 2026 Life Rate Confirmation Document showing a rate hold has been extended from 10/1/2026 through 9/30/2029.

J. Vision Plan Enhancement Amending Agreement - Approve renewal of Employee Humana Vision Care 130, Benefit Change effective 10/1/2026 through 09/30/2027 and authorize the City Manager to execute the Amendment 1 to Contract SV25ACS055TB Humana Vision Payroll Passthrough Agreement.

K. Downtown Tree Replacement and Installation of Tree Grate Safety Improvements - Approve the use of CRA safety improvement funds in the amount of $49,380 and authorize SDV Services, through the City's continuing services contract for stormwater maintenance, to fabricate and install tree grate safety improvements and plant replacement trees within the 20 existing tree boxes.

City Clerk Wanda Wells advised that there was one card submitted for the Consent Agenda.

Stan Johnston discussed the City's sustainability plan and stormwater management. He stated that the City of Titusville had removed the water towers, which had affected the water pressure. He also discussed the City's well field, aquifers, and engineering.

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

Discussion: Mayor Connors stated that he had not pulled Consent Agenda Items G, H, I, and J for discussion but expressed concern that the contracts had been presented to City Council during open enrollment, leaving insufficient time for review or proposed changes for the second consecutive

year. Mayor Connors stated that, in the future, healthcare contracts should be presented to City Council for review well in advance.

The roll call vote was:

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

The motion carried unanimously.

xxx

Consent Agenda Item L - Lobbying Services Contract – The recommended action was to approve the proposed agreement pending the approval of the FY2027 Budget.

Smith and Associates, Attorneys and Counselors at Law, and their representative, Jason Steele, provided lobbying services for the City of Titusville in FY2026. The City Council has requested the same services be provided in FY2027. Under this agreement, Mr. Steele would coordinate the City's state-level activities, including appropriations, authorizations, grant proposals, legislative initiatives and policy matters with the State Legislature and relevant State agencies.

The proposed agreement term was one year and shall continue until terminated by either party upon thirty (30) days' written notice to the other party beginning October 1, 2026, at a monthly rate of $2,500 with an amount not to exceed $35,000 for FY2027.

Member Moscoso stated that she had expressed concerns during the budget workshop regarding the City’s legislative appropriations and had discussed those concerns with Mr. Steel. She acknowledged that several requests had been affected by actions at the state level but expressed concern that the City’s priorities were not aligned with those of its lobbyist for the 2026–2027 legislative session.

Member Moscoso also discussed several outstanding requests, including more than $350,000 for a 911 communications system update and approximately $5.5 million for the Titusville Enhanced Water Treatment Improvement project, which included a City match of approximately $2.75 million and was anticipated to begin in 2029. She expressed concern that funding for the City’s portion of the water treatment project had not been identified in the current budget.

Member Moscoso stated that she was not comfortable moving forward with hiring a lobbyist at this time. If Council chose to proceed, she recommended holding a workshop, potentially in April, to establish the City’s legislative priorities and identify shovel-ready projects before engaging a lobbyist. She stated that the lobbyist was currently pursuing priorities established the previous year and that the City needed to provide clearer direction and more information regarding its current priorities. She stated that this was not a failure on the lobbyist’s part but also reflected the City’s need to better prepare and communicate its priorities.

Mayor Connors stated that he supported moving forward with a lobbyist to pursue state funding. He suggested that Council review a list of projects at the next meeting and provide feedback on priorities. He stated that the City's priorities had changed from the previous year and that the lobbyist should not pursue the same appropriations as last year.

Member Nelson stated that she agreed that council needed to have a discussion and provide feedback to the lobbyist of council's priorities. Member Nelson stated that a major concern was the flooding in Titusville.

Vice-Mayor Cole stated that he agreed with Member Moscoso that council needed to provide the lobbyist with a list of projects and the City of Titusville needed to have a voice in Tallahassee. Vice-Mayor Cole stated that council needed to provide the lobbyist with a priority list of things they want Mr. Steele to work on during the next fiscal year.

Motion: Member Nelson moved to direct staff to prepare an agenda item for the next meeting to discuss and prioritize projects for the City's lobbyist and discuss the Lobbying Services Contract to make it more specific to the projects. Council also requested a list of projects that were prioritized by staff for discussion. Vice-Mayor Cole seconded the motion.

Stan Johnston stated that the City of Titusville needed to address the dams in Titusville. He further stated that the lobbyist could assist the City in securing state funding for needed stormwater projects.

Toni Shifalo stated that the annual contract amount was $35,000, which did not include photocopying, faxing, postage, courier fees, or travel expenses. She questioned why those additional fees were not included in the total contract cost. Ms. Shifalo stated that the Council and staff had established relationships with many individuals and questioned whether retaining a lobbyist was necessary.

The roll call vote was:

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

The motion carried unanimously.

xxx

ORDINANCES – SECOND READING, PUBLIC HEARING AND RELATED ACTION

Ordinance No. 20-2026 - Pet Grooming in Neighborhood Commercial (NC) Ordinance – City Manager Abbate advised the request was to conduct the second reading and the final public hearing

for Ordinance No. 20-2026 to allow pet grooming in Neighborhood Commercial (NC) zoning district.

Community Development Director Brad Parrish read Ordinance No. 20-2026, an ordinance of the City of Titusville, Florida amending the Code of Ordinances to allow pet grooming services as a permitted use in the Neighborhood Commercial (NC) zoning district by amending Sections 28-54 "Use Table" and 28-157 "Pet Grooming Services"; providing for severability, repeal of conflicting ordinances, incorporation into the code, and an effective date the second time by title only. (This was a legislative item.) (This was the final public hearing.)

On August 5, 2026, the Planning and Zoning Commission recommended approval 6-0.

Joseph Pleretti stated that he was unclear about what was meant by pet grooming in neighborhoods.

Mayor Connors stated that there was a zoning district called Neighborhood Commercial which allowed a vet and salon but not a pet salon.

Motion: Member Nelson moved to approve Ordinance No. 20-2026 - Pet Grooming in Neighborhood Commercial (NC) Ordinance, as recommended. Vice-Mayor Cole seconded the motion. The roll call vote was:

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

The motion carried unanimously.

xxx

Ordinance No. 21-2026 Recreational and Commercial Amusement (Indoor) Ordinance – City Manager Abbate advised the request was to conduct the second reading and the final public hearing on Ordinance No. 21-2026 Recreational and Commercial Amusement.

Community Development Director Brad Parrish read Ordinance No. 21-2026, an ordinance of the City of Titusville, Florida, amending the Code of Ordinances to allow recreation and commercial amusement (indoor) as a permitted use in the Downtown Mixed Use (DMU) zoning district by amending Sections 28-54, "Use Table", and 28-275, "Recreation and Commercial Amusement (Indoor)"; providing for severability, repeal of conflicting ordinances, incorporation into the code, and an effective date the second time by title only. (This was a legislative item.) (This was the final public hearing.)

The Planning and Zoning Commission considered this item on August 5, 2026; P&Z recommended approval, 6-0.

Susan Canada stated that Marina Park had been dedicated by the State for public use and would revert to the State if it was no longer used for public purposes. She stated that she had checked with the State and that the amendments for parks had last been changed in 1949, with no subsequent changes. Ms. Canada stated that she was unsure whether County or State approval was required to make this change. She stated that many people had worked hard to ensure that the park remained public, including her.

Mayor Connors stated that this item had nothing to do with Marina Park and pertained to indoor amusement uses throughout the City, which were currently not permitted anywhere except within one small zoning district that allowed recreation for children in Titusville. Mayor Connors stated that the ordinance did not go far enough, as it only allowed limited uses in the Downtown Mixed Use zoning district and did not permit indoor amusement uses outright in any of the other commercial zoning districts. Mayor Connors stated that Marina Park was located within the Downtown Mixed Use zoning district but was City-owned property.

Mayor Connors requested staff review allowing the permitted use of recreational and commercial amusement (indoor) in other commercial zoning districts including Community Commercial, Regional Commercial, and Urban Village. There was no motion from the City Council.

Motion: Member Nelson moved to approve Ordinance No. 21-2026 Recreational and Commercial Amusement (Indoor) Ordinance, as recommended. Vice-Mayor Cole seconded the motion. The roll call vote was:

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

The motion carried unanimously.

xxx

Ordinance No. 22-2026 Data Centers – City Manager Abbate advised the request was to conduct the second reading and the final public hearing of Ordinance No. 22-2026 prohibiting data centers from locating in the City of Titusville.

Community Development Director Brad Parrish read Ordinance No. 22-2026, an ordinance of the City of Titusville, Florida, to establish data centers as a prohibited use, by amending Sections 28-52, "Prohibited Uses", and 37-1, "Definitions", of the Titusville Code of Ordinances; providing for severability, repeal of conflicting ordinances, incorporation into the code, and effective date the second time by title only. (This was a legislative item.) (This was the final public hearing.)

On August 19, 2026, the Planning and Zoning Commission recommended approval with the condition that the definition of data center be narrowed to ensure that current commonplace and accessory computer information and data storage activities are not subjected to the moratorium. Approved 6-1. One Member voted no, as he felt the definition of data centers was too loose.

Stan Johnston stated that he was not in support of data centers and believed that the city should provide the reasons why they were not in support of data centers in Titusville. Mr. Johnston stated his reasons for not supporting data centers were the quantity of water, liquid nitrogen, the noise and the electromagnetic waves produced by the centers.

Member Nelson stated she was in support of reducing the 50 mega/watts to 20 mega/watts in the ordinance.

Motion: Member Nelson moved to approve Ordinance No. 22-2026 Data Centers, as modified by reducing the 50 mega/watts to 20 mega/watts. Vice-Mayor Cole seconded the motion. The roll call vote was:

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

The motion carried unanimously.

xxx

Ordinance No. 28-2026 Live Work Units in the Office Professional (OP) Zoning District – City Manager Abbate advised the request was to conduct the first reading and the first of two public hearings on Ordinance No. 28-2026 Live Work Units in the Office Professional (OP) zoning district.

Community Development Director Brad Parrish read Ordinance No. 28-2026, an ordinance of the city of Titusville, Florida, amending the code of ordinances to allow live/work units in the Office Professional (OP) zoning district, by amending sections 28-54, "use table" and 28-73 "live-work unit", providing for severability, repeal of conflicting ordinances, incorporation into the code, and an effective date the first time by title only. (This was a legislative item.) (The second reading and the final public hearing were scheduled for the regular City Council meeting on September 22, 2026 at 6:30 p.m.)

On September 2, 2026, the Planning and Zoning Commission recommended approval as presented, 5-0.

This was the first reading and the first public hearing. The second reading and the final public hearing were scheduled for the regular City Council meeting on September 22, 2026 at 6:30 p.m.

xxx

Ordinance No. 29-2026 mini-warehouse parking standards – City Manager Abbate advised the request as to conduct the first reading and the first of two public hearings on Ordinance No. 29-2026 mini-warehouse parking standards.

Ordinance No. 29-2026, an ordinance of the city of Titusville, Florida, amending the code of ordinances to delete specific parking standards for mini-warehouses by amending Section 28-214, "Mini-Warehouse"; providing for severability, repeal of conflicting ordinances, incorporation into the code, and an effective date the first time by title only. (This was a legislative item.) (The second reading and the final public hearing were scheduled for the regular City Council meeting on September 22, 2026 at 6:30 p.m.)

Member Nelson stated that one of the justifications for doing this was to provide more open space; however, if the required number of parking spaces was reduced, it would simply increase the amount of storage rather than provide additional open space.

Mayor Connors stated that the more the City could decrease impervious pavement, the better off the City would be in the future.

On September 2, 2026, the Planning and Zoning Commission recommended approval as presented, 5-0.

This was the first reading and the first public hearing. The second reading and the final public hearing were scheduled for the regular City Council meeting on September 22, 2026 at 6:30 p.m.

xxx

ORDINANCES-FIRST READING

Rezoning (REZ) Application No. 2-2026 1915 North Singleton Avenue – City Manager Abbate advised the request was to conduct the first reading of Ordinance No. 30-2026 and Rezoning (REZ) Application No. 2-2026 for property located at 1915 North Singleton Avenue from the Single-Family Medium Density (R-1B) to General Use (GU).

City Attorney Treasure read the *Quasi-judicial rules of Procedures*.

Community Development Director Brad Parrish read Ordinance No. 30-2026, an ordinance of the city of Titusville, Florida, amending Ordinance No. 5-1993 by amending the zoning map made part of said ordinance by reference, by changing the zoning classification on property located at 1915 North Singleton Avenue from Single-Family Medium Density (R-1B) to General Use (GU) on 7.5+/- acres of property having parcel id no. 21-35-20-00-535; providing for severability; repeal of conflicting ordinances; and providing for an effective date the first time by title only. (This was a quasi-judicial item.) (The public hearing was scheduled for the regular City Council meeting on September 22, 2026 at 6:30 p.m.)

On September 2, 2026, the Planning and Zoning Commission recommended denial on the basis of several inconsistencies and would like more detailed information on the conceptual plan that was presented, 5-0.

This was the first reading. The second reading and the public hearing were scheduled for the regular City Council meeting on September 22, 2026 at 6:30 p.m.

The applicant intends to use the property for agricultural purposes (farming). Agricultural uses are not permitted in the current R-1B zoning district but are permitted with limitations in the requested GU zoning district, as indicated by an "L" in the zoning Use Table.

The subject property was annexed into the City in 2004 through Ordinance No. 31- 2004. At that time, the property was part of a larger 15-acre parcel that included the 7.5-acre parcel immediately to the north (Brevard County Parcel ID No. 21-35-20-00-534). At the same meeting, City Council adopted Ordinance No. 35-2004, which designated the property's future land use as Low Density Residential.

Ordinance No. 31-2004 established the current R-1B zoning and, in Section 4, limited the entire 15-acre parcel to a maximum of 50 residential units. This limitation was more restrictive than the R-1B zoning district's maximum density of 5.8 dwelling units per acre, which would otherwise allow up to 87 units on the 15-acre parcel.

Because the 50-unit limitation applies to the entire 15-acre parcel, approval of the rezoning would negatively affect the development rights of the 7.5-acre property to the north. Staff were unsuccessful in contacting the current owner of the north parcel to discuss becoming a co-applicant and addressing the residential development entitlements for the entire 15-acre parcel.

The applicant purchased the property on January 29, 2026, and submitted an agricultural classification application (DR-482). The Brevard County Property Appraisers Office (BCPAO) staff approved the application in part and denied it in part on February 18, 2026. Only 0.15 acres was approved for bee-related use and the property use classification was changed to "6730 – Bees (Honey) Farm". Florida law permits apiaries (bee farms) on properties not classified as agricultural if it uses the best management requirements.

Although BCPAO currently classifies the property as a bee farm, farming and other agricultural uses are not permitted under the current R-1B zoning. The requested GU zoning would allow the proposed agricultural use, subject to applicable limitations.

Al Barrett stated that the property could potentially accommodate a maximum of 50 residential units, which would create more stormwater issues than allowing the property to remain a farm. He stated that allowing the property to remain a farm would prevent the creation of additional concrete or pavement that would prevent water from infiltrating the ground. Mr. Barrett stated that he was in support of the item.

The applicant, Justin Dunlap, stated that the property was an organic, pasture-raised, regenerative, and sustainable farm. He stated that they had moved to Titusville from West Palm Beach and that it was a great opportunity for him to help provide sustainable agriculture to Titusville. Mr. Dunlap stated that one of the biggest concerns was the buffer, as the only limitation for agricultural pursuits in the General Use (GU) zoning district was a 50-foot setback. He stated that because the property was a farm, he did not want to place too much emphasis on having every aspect set exactly, as things could change.

Member Moscoso asked about the neighboring property to the north because it said that this was a split parcel and would affect the number of residential units.

The applicant, Justin Dunlap, stated that he had contacted the owner of the neighboring property to the north. He stated that the owner had previously attempted to change the zoning of his property to Agricultural Residential; however, because that zoning district did not exist within the City, he attempted to change the zoning to General Use (GU) but eventually discontinued the process. Mr. Dunlap stated that the property owner was agreeable to having his property also changed to General Use (GU).

Member Moscoso stated that she would like the letter of consent from the neighboring property to the north stating that he supported this change.

City Attorney Treasure stated that the city notified the adjacent property owner but his consent or agreement was not needed or required for this request.

xxx

Rezoning (REZ) Application No. 4-2026 - 527 Indian River Avenue – City Manager Abbate advised the request was to conduct the first reading of Ordinance No. 31-2026 and Rezoning (REZ) Application No. 4-2026 from the Multifamily High Density Residential (R-3) to the Residential Historic Preservation (RHP) zoning district for property located at 527 Indian River Avenue.

Community Development Director Brad Parrish read Ordinance No. 31-2026, an ordinance amending Ordinance No. 5-1993 of the City of Titusville, Florida, by amending the zoning map made part of said ordinance by reference, by changing the zoning classification on property located at 527 Indian River Avenue from Multifamily High Density Residential (R-3) to Residential Historic Preservation (RHP) on 0.5+/- acres of property having parcel id no. 22-35-03-04-*-2; providing for severability; repeal of conflicting ordinances; and providing for an effective date. (This was a quasi-judicial item.) (The public hearing was scheduled for the regular City Council meeting on September 22, 2026 at 6:30 p.m.)
At their regular meeting on August 19, 2026, the Planning and Zoning Commission recommended approval, 7-0.

This was the first reading. The second reading and the public hearing were scheduled for the regular City Council meeting on September 22, 2026 at 6:30 p.m.

xxx

OLD BUSINESS

Titusville Municipal Marina-Expanded Activity and Use Considerations – City Manager Abbate advised there was no recommended action. Action at Council's discretion.

City Attorney Treasure advised that this was an update to the City Council Meeting on July 14, 2026 and the report, prepared by the City Attorney's Office, provided the next steps for amending

Sovereignty Submerged Lands Leases and Dedication Restrictions at Titusville Municipal Marina and surrounding Park.

Susan Canada stated that people who attended and used Marina Park wanted additional parking and suggested using the vacant lot where the ball field had been located as a dog park until another use was established. Ms. Canada stated that there was not enough space at the current dog park. She stated that Marina Park was intended to remain public and that State approval would be required to change that designation.

Elizabeth Baker stated that Titusville was growing and that the decisions Council made regarding the Titusville Marina and surrounding parks would shape the City's identity for future generations. She stated that waterfront property was where families gathered, children played, and visitors spent time, and that commercialization was not always progress, as it could lead to overcrowding, pollution, and a loss of what made small cities like Titusville special. She expressed concern for the Indian River Lagoon. Ms. Baker stated that the original dedication of the Titusville Marina Park property was for public recreational use.

Mayor Connors stated that he was in support of more recreational activities for families at the Titusville Marina.

Member Moscoso suggested holding a workshop to provide members of the community with an opportunity to share their input regarding the types of activities and recreational opportunities they wanted at the Titusville Marina.

Motion: Member Nelson moved to direct staff to schedule a workshop in lieu of a special recognition and presentations meeting at 5:30 p.m. in two months. The workshop would allow further discussion on desired uses on the Marina Park property and in Titusville Marina and also allow citizen input. Vice-Mayor Cole seconded the motion. The roll call vote was:

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

The motion carried unanimously.

xxx

NEW BUSINESS

Resolution No. 21-2026 Canvassing the Returns of the Primary Election – City Manager Abbate advised the request was to approve Resolution No. 21-2026 Canvassing the Returns of the Primary Election on August 18, 2026, for the Office of City Council Seat Nos. One and Five.

City Charter Section 57 of the *Code of Ordinance*s provides for the canvassing of election returns. Pursuant to this section, the returns of the Primary Election held on August 18, 2026, were transmitted to the City Council at this meeting.

Motion: Member Nelson moved to approve Resolution No. 21-2026 Canvassing the Returns of the Primary Election, as recommended. Vice-Mayor Cole seconded the motion. The roll call vote was:

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

The motion carried unanimously.

xxx

Piggyback Contract for Fire Prevention Services – City Manager Abatte advised the request was to approve the piggyback contract and the use of outsourcing for fire prevention services.

The proposed outsourcing was intended to provide the City with a more efficient, consistent, scalable, and accountable method of delivering fire prevention services, while allowing the Fire Department to focus its limited internal resources on its primary public safety mission. The Department's recommendation was the result of a comprehensive review of available options and was intended to provide the City Council with the best overall value and service delivery model for the community.

Motion: Member Nelson moved to approve the piggyback contract and the use of outsourcing for fire prevention services, as recommended. Vice-Mayor Cole seconded the motion. The roll call vote was:

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

The motion carried unanimously.

xxx

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

Elizabeth Baker discussed the Internal Auditor’s Report – Titusville Police Department Uniform Procurement, Vendor Management, and Administrative Controls Final Report, which was included in the City Manager’s Information Items. She highlighted concerns regarding unethical vendor selection, undocumented purchases, missing inventory records, missing mileage logs, and

conflicts of interest. Ms. Baker asked what steps the City was taking to address these issues and prevent them from occurring again. She also inquired about the timeline for implementing the recommended changes identified in the Internal Auditor's Report.

xxx

MAYOR AND COUNCIL REPORTS

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

xxx

Mayor Connors requested Council's approval to present a proclamation declaring September 2026 as National Suicide Prevention Month at the Special Recognitions and Presentations Meeting on September 22, 2026 at 5:30 p.m.

Motion: Member Nelson moved to approve a proclamation declaring September 2026 as National Suicide Prevention Month to be presented at the Special Recognitions and Presentations meeting on September 22, 2026 at 5:30 p.m. Vice-Mayor Cole seconded the motion. The motion carried unanimously.

xxx

No additional action items.

xxx

Council Reports –

Council provided their individual reports.

xxx

Member Moscoso discussed an emailed request from Mr. Jesse Wright about developers facing economic hardship. Member Moscoso asked council if they wanted to add this item to the next agenda or if staff wanted to provide more information to council regarding this issue.

Mayor Connors stated that he believed the question for council was if two years was ample time to go from site plan to construction. Mayor Connors stated that Mr. Wright could extend time through the building permit process.

Community Development Director Brad Parrish explained that, several years ago, site plans were valid for one year, with the option to request an extension subject to Council approval. He stated that the City subsequently amended its ordinances to provide for an automatic two-year expiration period without the need for an additional extension request. He clarified that a site plan could still

be extended when continuous construction and the issuance of building permits were demonstrated.

Community Development Director Brad Parrish stated that he was not aware of the specific hardship presented by Mr. Wright but noted that the City Code did not provide an option to address his request. He explained that the only way to provide such an option would be for City Council to direct staff to draft an ordinance. He cautioned that any amendment could not be tailored to a specific project and could potentially apply to other active site plans that met the established criteria.

Vice-Mayor Cole stated that he believed two years was ample time to go from a site plane to construction.

xxx

No additional action items.

xxx

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

xxx

City Manager Abbate discussed the Internal Auditor's Report – Titusville Police Department Uniform Procurement, Vendor Management, and Administrative Controls Final Report. City Manager Abbate stated that the ethics-related concerns had been referred to the State and that an investigation was being conducted. He stated that each recommendation contained in the report had a corresponding management response, which would be posted on the City's website. He also stated that the Internal Auditor was working on an audit of take-home vehicles, which would address some of the issues raised in the report.

xxx

City Manager Abbate stated that, historically, Council had canceled its second meeting in December and requested Council's direction on whether to cancel the meeting.

Motion: Member Nelson moved to cancel the regular scheduled meetings at 5:30 p.m. (Presentation Meeting) and 6:30 p.m. (Regular Meeting) on the fourth Tuesday in December (December 22, 2026). Vice-Mayor Cole seconded the motion. The motion carried unanimously

xxx

All remaining items were informational only.

xxx

City Attorneys Report – None.

xxx

With no further business to discuss, the meeting adjourned at 9:29 p.m.

_____
Andrew Connors, Mayor

ATTEST:

_____
Wanda F. Wells, City Clerk

City Council
Special Meeting
September 21, 2026

The City of Titusville City Council met in special session on Monday, September 21, 2026, at Titusville City Hall, second floor, Council Chamber, 555 South Washington Avenue, Titusville, Florida 32796. Mayor Connors called the City Council meeting to order at 5:30 p.m. Those present in the Council Chamber included Mayor Andrew Connors, Vice-Mayor Herman A. Cole, Jr., Col USAF Retired, and City Council Members Megan Moscoso, Jo Lynn Nelson, and Dr. Sarah Stoeckel. City Manager Thomas Abbate, Assistant City Manager Kevin Cook, Interim Finance Director Jenna Ryan, City Attorney Andriene Treasure, and City Clerk Wanda Wells were also present.

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

xxx

City's Proposed Budget for Fiscal Year (FY) 2027 - City Manager Abbate reviewed the purpose of the special City Council meeting, as provided in the Council agenda packet. The request was to conduct the final public hearing on the City's Proposed Annual Budget for Fiscal Year 2027; conduct the final reading of the related Ordinances to adopt a final General Operating millage rate; conduct the final reading of Ordinances proposing the Fiscal Year 2027 Water/Sewer and Solid Waste rates; and adopt the final General Operating, Enterprise and Capital Budgets. The request also included the adoption of five proposed ordinances

City Manager Abbate gave a presentation that highlighted the following information:

- *Florida Statutes* Chapter 200.065
- Information required to be read publicly, "*The City of Titusville, Florida is the Taxing Authority. $6.0812 is the rolled-back millage rate for FY 2026-2027. The percent increase over the rolled-back rate is 0.00 percent. The proposed millage rate to be levied is $6.0812 mills"*
- Budget process
- Proposed property tax on a residential home in Titusville
- Water, sewer, and solid waste rate proposals
- Water and sewer rate comparisons – proposed 6.0% increase
- Solid waste rate comparison – proposed 8.0% increase
- Adoption process and hearing requirements
- Council required adoptions, as related to five proposed ordinances.

To this, City Manager Abbate read the following ordinances for the second time by title only, as followed:

Ordinance No. 23-2026 - AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, PROVIDING FOR THE MILLAGE FOR THE OPERATION OF THE CITY OF TITUSVILLE FOR FISCAL YEAR 2027 AND AN EFFECTIVE DATE.

Ordinance No. 24-2026 – AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, ADOPTING THE GENERAL AND RELATED BUDGETS OF THE CITY OF TITUSVILLE FOR THE FISCAL YEAR 2027 AND AN EFFECTIVE DATE.

Ordinance No. 25-2026 – AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING SECTIONS 21-241 AND 21-243 OF THE CODE OF ORDINANCES TO INCREASE THE RATES AND CHARGES FOR WATER AND SEWER SERVICES; DELETING FIRE PROTECTION FEES; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AN EFFECTIVE DATE, AND INCORPORATION INTO THE CODE.

Ordinance No. 26-2026 – AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING SECTION 16-116 OF THE CODE OF ORDINANCES BY ESTABLISHING AN INCREASE TO THE RESIDENTIAL MONTHLY CHARGE FOR SOLID WASTE, RECYCLING, AND ADDITIONAL CART FEES; AND AMENDING SECTION 16-117 OF THE CODE OF ORDINANCES BY ESTABLISHING AN INCREASE TO THE COMMERCIAL DUMPSTER AND COMMERCIAL CAN MONTHLY CHARGES FOR SOLID WASTE AND RECYCLING FEES AND INCREASING THE COMMERCIAL DUMPSTER RENTAL FEES; AND AMENDING SECTION 16-118 OF THE CODE OF ORDINANCES BY ESTABLISHING AN INCREASE IN THE EXTRA CHARGES FOR SPECIAL SERVICES; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AN EFFECTIVE DATE, AND INCORPORATION INTO THE CODE.

Ordinance No. 27-2026 – AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, ADOPTING THE ENTERPRISE FUND AND CAPITAL IMPROVEMENTS PROGRAM BUDGETS OF THE CITY OF TITUSVILLE FOR THE FISCAL YEAR 2027 AND AN EFFECTIVE DATE.

Mayor Connors opened the final public hearing on the proposed ordinances.

Stan Johnston distributed information for which he highlighted. He expressed concerns for stormwater mistakes that cost the City millions of dollars, he was being ignored regarding his concerns about the 1966 Stormwater Plan, his concerns related to a project and a consultant's involvement in the project, dams being illegal and causing flooding of property and that did not have legal compensatory storage, etc.

There were no additional individuals from the public that wished to speak.

Mayor Connors stated the proposed budget (revised) was emailed to Council earlier in the day. He reviewed several questions with staff, as well as other Council members joined him and discussed the following:

- Page 4 of the 120-page document discussing revenues, General Fund, a recalculation of revenues, etc.
- Justification for how staff arrived at the recalculated revenues
- Council going line by line on changes to the proposed budget, beginning with a decline in ad valorem property values and the rationale for why
- There was a big change to site fee revenue estimates (from $275,000 to $692,000 based on a 3-year window average, the actual revenue earned this year, and other analysis to answer questions about site fee revenue)
- The importance of the rationale for site fee revenues
- Contacting Council in the future to alert them individually when documents were emailed or provided prior to the meeting and to review what changed in an amended document
- Page 7 of the 120-page document
- Adjustments made to Code Enforcement and considered reallocating funds in the future for Code Enforcement requests that came before City Council
- Outsourcing fire inspections and more information would be provided the Council on this matter at a future Council meeting
- A frozen staff position in Public Works
- A reduction in the budget for repairs and maintenance
- Status of the solicitation process for outsourcing the running of the Harry T. Moore Social Services Center; using any cost savings from this item and earmarking it for completing more stormwater projects
- Status of the solicitation process to hire "a consultant" *(Council was referring to a discussion they had at the Council retreat of May 30, 2026, whereby Council desired hiring a culture/organizational health efficiency consultant indicated would look at organizational health, financial accountability, operational efficiency, etc.)*

And

- Items listed under *Unfunded Priorities*, a question asking, "which items were added back-in" (providing funding for said items), which was indicated that $300,000 was added back-in for the following three (3) items:

    - $220,000 of this was intended for stormwater design costs, which resulted in a reduction in the General Fund Revenue Administrative fee that was put back into Stormwater Professional Services for design projects
    - $50,000 was intended for shade structures at the Sand Point Park splash pad
    - $30,000 for the lobbyist

- Based on an indication Council may approve the rolled-back millage rate and with an indication the Mayor and/or other Councilmembers desired outsourcing particular services related to fire, fleet, potentially dispatch (911), and the Harry T. Moore Social Services Center, whether it was the goal at mid-year 2027 whether there would be savings for the City Council to potentially allocate toward items they wanted
- Staff indicated the proposed budget for FY 2027 was an extremely lean budget and staffing was also lean

- Staff would report back mid-year on the affects of "the audit" on the current year budget and whether there was any "pick-up" on the General Fund Reserves, etc.
- The City or staff would have to adjust to how year-end changes affected the FY 2027 fiscal year budget
- There was an indication Council was taking a gamble by approving a tight budget, there were reserves, and it was a "wait and see" on any impacts resulted thereafter
- In the original proposed budget for FY 2027 (before it was recently modified), there was $88,000 budgeted under Neighborhood Services and this was reduced to $48,000; this reduction was the result of reducing the budget for having a security guard, from 12 months to 6 months (discontinuing the service)

To the above, Mayor Connors called upon Council for any further input and requests for changes to the proposed budget for Fiscal Year 2027. There was no further discussion.

xxx

Ordinance No. 23-2026 –

Motion:
Member Nelson moved to adopt Ordinance No. 23-2026 and the adopted millage rate for the operations of the City of Titusville at $6.0812 mills, which was a 0.00% rate above the rolled-back millage rate. 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

Ordinance No. 24-2026 –

Motion:
Member Nelson moved to adopt Ordinance No. 24-2026 and the General and Related Budgets of the City of Titusville for Fiscal Year 2027, 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.

xxx

Ordinance No. 25-2026 –

Motion:
Member Nelson moved to approve Ordinance No. 25-2026 adopting the rates and charges for water and sewer service of the City of Titusville for Fiscal Year 2027, 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.

xxx

Ordinance No. 26-2026 –

Motion:
Member Nelson moved to adopt Ordinance No. 26-2026 adopting the rates and charges for the Solid Waste services for Fiscal Year 2027, 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	No

The motion carried by a vote of 4-Yes to 1-No.

xxx

Ordinance No. 27-2026 –

Motion:
Member Nelson moved to adopt Ordinance No. 27-2026 and the Enterprise Fund and Capital Improvements Program Budgets of the City of Titusville for the Fiscal Year 2027, 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.

xxx

Mayor Connors advised the public hearing was concluded.

xxx

Petitions from the Public Present –

Stan Johnston objected to Council adopting the aforementioned ordinances. He further read from a prepared statement that discussed his frustrations and concerns about his opinion the City spent millions of dollars while making mistakes and being dishonest, there was no report from the heavy rainfall of October 2025, there was false information about flooding or reports concerning flooding in the Baker's Subdivision, a 100-year flood plain analysis prepared by a consultant was incorrect, etc.

xxx

With no further business to discuss, the meeting adjourned at 6:12 p.m.

_____
Andrew Connors, Mayor

ATTEST:

_____
Wanda F. Wells, City Clerk

City Council
Regular Meeting
September 22, 2026

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, September 22, 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*.

xxx

SPECIAL RECOGNITIONS & PRESENTATIONS

Proclamation - National Suicide Prevention Month - September 2026 - No action was requested. City Manager Abbate highlighted the information provided in the Council agenda packet, as well as he read aloud the proclamation that recognized September 2026 as National Suicide Prevention Month. Additionally, Mayor Connors presented the proclamation to a representative of the Space Coast Health Foundation.

xxx

Space Coast Transportation Planning Organization (SCTPO) Council Tour - No action was requested. SCTPO Executive Director, Georganna Gillette gave a presentation on how SCTPO's efforts directly benefited each community. A copy of the presentation was made available for the public record.

Member Stoeckel and Ms. Gillette discussed her questions, some of which included whether City Council could assist the SCTPO to expedite the State making improvements planned for State Road (S.R.) 405, various sources of funding used for projects, there had been a shift from discretionary funding to formula funding in a federal infrastructure legislative bill, the rationale for less revenue projections, other nuisances such as new stormwater regulations and lack of mitigation credits for environmental concerns, cost increases, there were lots of demands on State and federal funding, keeping up with growth was difficult, etc. Additionally, ownership of the various segments of S.R. 528, including the segment near Port Canaveral and improvements for the future were also briefly discussed.

xxx

Department Spotlight — Titusville Department - No action was requested. Interim Police Chief Tyler Wright provided a video presentation on the Titusville Police Department.

Vice-Mayor Cole and Member Nelson praised the department for having an in-house academy, the Police Athletic League (PAL), having an in-house, professional, crime or forensics laboratory to assist with expediting information related to investigations was appreciated by the State Attorney's Office, etc.

xxx

Petitions and Requests from the Public Present –

Steven Hansel discussed concerns for flooding on Temple Drive after a normal storm or rain. The water flooded nearby retention ponds and dams that he felt were the main cause of the issue. The dams were not releasing the water. He and other neighbors were financially impacted when water flooded several vehicles. Mr. Hansel requested the City remove the dams near his home.

Stan Johnston advised that the storm issues mentioned by Mr. Hansel had also flooded Mr. Hansel's and other neighbors' homes on Temple Drive. This had caused additional financial impacts for the residents. Mr. Johnston also felt the dams near Temple Drive were illegal, the consultants that issued reports or analysis on the dams were dishonest or incorrect, and he requested removing the dams near Temple Drive.

xxx

With no further business to discuss, the meeting adjourned at 6:09 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: **Historic Preservation and the Section 106 Process**

Department/Office: Community Development

Recommended Action:

The Titusville Historic Preservation Board requests the City Council adopt a proclamation regarding opposition to the proposed changes to the Federal Historic Preservation Regulations. The Board will send a letter to the Federal Advisory Council on Historic Preservation (ACHP) during the public comment period.

Summary Explanation & Background:

This presentation will describe proposed rule changes to the Federal Section 106 process for historic preservation. Some of the changes include:

- Ending the requirement that federal agencies seek to avoid or minimize harm to historic resources.
- Only allow public participation at the discretion of federal agencies.
- Eliminate the role of state and local governments in the Section 106 consultation process.
- Weaken the role of tribal nations.
- Eliminate protection for historic landscapes such as battlefields and national parks.
- Eliminate consideration of visual and audible effects, as well as indirect effects.

The Section 106 process is a federally required review under the National Historic Preservation Act that ensures federal agencies consider the effects of their undertakings on historic properties, following four main steps: initiation, identification, assessment, and resolution. Section 106 of the National Historic Preservation Act provides an important opportunity for communities to share their knowledge, concerns, and ideas before federal projects or federally assisted projects move forward. Local governments and community members often have valuable knowledge about the historic places in their communities and can help identify concerns and develop solutions early in the planning process. Currently, local governments, State Historic Preservation Offices, Tribes, and Certified Local Governments are entitled to participate in Section 106 consultations.

The City is a consulting party in an agreement between the State, FAA and NASA to monitor the effects of the upcoming SpaceX Starship rocket. The City could be excluded from the agreement as a result of the new rule. The Federal government may also fail to notify the city of future Section 106 related impacts.

On October 5, 2026, the Titusville Historic Preservation Board recommended the City Council adopt a proclamation regarding the proposed changes to the Federal Historic Preservation Regulations. The Board will also send a letter to the Federal Advisory Council on Historic Preservation (ACHP) during the public comment period.

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. SECTION 106 · INFORMATIONAL BRIEFING
2. Proclamation - Historic Preservation SB106

SECTION 106 · INFORMATIONAL BRIEFING

What the proposed Section 106 rewrite would mean for Titusville

The Advisory Council on Historic Preservation has advanced a near-complete rewrite of 36 CFR Part 800 —the rules that govern how federal projects account for historic places.

The National Historic Preservation Act, 1966

The primary federal law directing agencies to identify, protect, and manage historic and archaeological places. Nearly every structure of American preservation practice traces back to it.

1.

The National Register

The official list of places recognized as significant in American history, architecture, and archaeology.

2.

The Advisory Council

The federal agency that oversees the process —and the body now proposing to rewrite the rules.

3.

State Historic Preservation Offices

In Titusville, History— the state partner in every federal review.

4.

The Section 106 process

The requirement that federal agencies consider historic places before they act.

What Section 106 is

1. The rule

Federal agencies must consider how their actions —and the projects they fund, permit, or license — affect historic properties.

2. The trigger

If a project uses federal money or needs a federal permit, Section 106 applies. No federal role, no Section 106.

3. The goal

It does not stop projects and does not require preservation at all costs. It requires agencies to talk, plan, and try to avoid or repair damage.

What it is not

Section 106 gives no one a veto. The agency still makes the decision. What the process supplies is information, a public record, and a chance to change or mitigate the outcome.

The four steps of a Section 106 review

1. Initiate

The agency decides whether the project is an "undertaking" that could affect historic sites, and notifies the State or Tribal Historic Preservation Officer.

2. Identify

The agency defines the project area and finds the buildings and sites within it that are listed on – or eligible for – the National Register

3. Assess

The agency decides whether the project would cause an "adverse effect": harm to what makes those places significant.

4. Resolve

If there is harm, the agency works with the SHPO, tribes, local government, and the public to avoid, minimize, or repair it —usually in a signed agreement.

All four steps are rewritten in the proposed revisions— and consultation, the thread running through each of them, is redefined.

Where the city fits in a federal review

1. A seat by right

A local government with jurisdiction where effects may occur is entitled to be a consulting party.

2. Primary voice for local historic preservation concerns

Provides local context including local zoning, preservation ordinances, and community development plans that might interact with the federal project.

3. Identifies histories properties

Provides the federal agency access to local survey files, inventories, and designation records.

4. Part of negotiating solutions

Collaborates with the federal agency, Titusville, and other stakeholders to find ways to avoid or minimize damage to local resources.

Projects you already know

SpaceX Starship/FAA/NASA Consultation agreement

Federal funding brings projects on this scale into the Section 106 process. It is the reason a federal agency has to ask what is historic in an area before construction is designed —and the reason the city is at the table when it does.

Two reform efforts, running at once

CONGRESS · THE STATUTE

Changing the law itself

- Senate negotiations on permitting reform aim to make federal permitting more predictable, efficient, and timely.
- Legislative language reforming the Section 106 process is under development.
- Text could be released as early as September.

ADMINISTRATION / ACHP · THE REGULATIONS

Changing how the law is carried out

- The ACHP is pursuing a comprehensive revision of the rules that implement Section 106.
- Now at OIRA, then publication and a 30-day comment period.

Why the distinction matters

1. Regulations implement statutes; they do not replace them.
2. If Congress legislates on the same subject, the statute controls.
3. The more specifically Congress legislates, the less room future administrations have to reinterpret the policy through regulation.

What the ACHP rewrite would do

1. **More agency discretion** – Agencies would decide when Section 106 applies, how consultation runs, and what the deadline are.

2. **Fewer projects reviewed** – New carve-outs narrow what counts as a federal undertaking in the first place.

3. **Less consultation** – Consulting parties are narrowed and the duty to see agreement is removed.

4. **Optional public participation** – Public involvement moves to the agency's exclusive discretion.

5. **Reduces scope of review** – Redefines what is "historic" and limits what is considered an impact

Titusville's seat becomes optional

Current Rule

"A representative of a local government with jurisdiction over the area in which the effects of an undertaking may occur is entitled to participate as a consulting party."

As Proposed

"The agency official may invite a representative of a local government with jurisdiction over the area in which the effects of an undertaking may occur."

An entitlement becomes a discretionary invitation. Nothing bars an agency from bringing Titusville into a review —and nothing requires it.

Would the city even be told?

The draft still directs agencies to send the Section 106 Report to "representatives of any local governments that are entitled to be consulting parties under §800.2(c)(3)" —but the rewritten §800.2(c)(3) entitles no local government to anything. Read plainly, that group is empty, and a federal project could move through review in Titusville without the city being told.

§ 8 0 0.16 and § 8 0 0.2 (D)

Consultation and the public

Consultation, Redefined

Current Rule

"seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them."

As Proposed

"the process of seeking and considering the view of other parties."

Public Participation

Current Rule

"The views of the public are essential to informed Federal decision making." The agency "must … provide the public with information about an undertaking."

As Proposed

"The agency has exclusive discretion to determine the usefulness of public participation." The agency "may … provide the public with information."

Discussion and the search for agreement come out of the definition, and the sentence declaring public views essential is deleted outright.

How much identification would be required

Agencies would conduct field investigations and surveys "as necessary to identify and evaluate historic properties, or to assess alternatives, taking into account reasonable considerations and factors like the cost and time of doing so."

1. The agency sets the depth of the search.
   Cost and schedule become express grounds for looking less.

2. Titusville's inventory is help in Titusville.
   Survey files and designation records live in our office, not in a federal system an agency can query.

3. Without notice, the data is invisible.
   An agency that never contacts the city never learns the information exists – and completes their review without it.

Both halves matter: less survey required, and the local record left out of what survey there is.

What would count as a historic place

New tests a place must meet

- Contains tangible human improvements
- Is geographically compact
- Is tied to specifically identified human activity

Expressly written out

"Noncompact, unimproved natural features such as mountains, valleys, bodies of water, or landscapes, including ethnographic landscapes."

Why it lands here

The heaviest effect falls on tribal sacred places and cultural landscapes. But a "geographically compact" test also raises a live question for large designated areas —long linear resources like the park and parkway system, and districts that run for many blocks.

What would count as harm

Removed or narrowed

- Effects that are indirect or cumulative
- Visual, atmospheric, or audible intrusions that diminish a property's significant features
- Change to the character of a property's use, or to features within its setting
- Effects of separate but related projects —excluded outright

What the Board weighs

- Whether new construction fits the setting of a block
- What an addition does to a streetscape
- How small changes accumulate across a district over time

The analysis the Board performs is close to the analysis the draft would take out of federal review.

From an agreement to a decision

Memorandum of Agreement

Negotiated and signed. Binding on the parties. The agency has to get to terms someone else will put their name to.

Memorandum of Decision

Written by the agency, published by the agency, signed by no one else. Consultation ends when the agency says it ends.

Two sentences worth reading in full

The agency official "may document its determination that other considerations outweigh those of historic preservation as to any or all effects or properties."

Anything "addressed briefly or left unaddressed" in the agency's report is "presumed to be intentional based on the agency's judgment that such considerations are comparatively unimportant or frivolous."

The second sentence would convert an omission into a finding —and make it hard to challenge later.

Where things stand right now

What has happened

- The Council voted in July to advance a near-complete rewrite of the Section 106 regulations.
- It is now under interagency review at the White House Office of Information and Regulatory Affairs. No publication date has been announced.
- When it publishes in the Federal Register, the public will have roughly 30 days to comment.

What has not changed

- The current regulations are still the law. Every federal review in Titusville today runs under them.
- Projects already in consultation continue as they are.
- Titusville's landmark ordinance, design review, and this City's authority are law, and a federal rulemaking does not reach them.
- The statute itself is not repealed. What is being rewritten is the regulation that says how agencies carry it out.

Official Proclamation

City of Titusville, Florida

WHEREAS, for nearly 60 years, Section 106 of the National Historic Preservation Act has required federal agencies to identify historic places, weigh the effects of their projects, and consult with state and local governments, Tribes, and the public before moving forward — not to stop projects, but to give those who know a place best a voice in what happens to it; and

WHEREAS, the City of Titusville is a Certified Local Government under this framework, with a formal seat at the table in reviewing federally connected projects that affect its historic resources; and for more than 10 years, the Titusville Historic Preservation Board has served as a trusted community steward and advocate, often working with the city and its residents to protect the places, stories, and communities that matter to Titusville; and

WHEREAS, the Advisory Council on Historic Preservation voted on July 24, 2026, to advance a sweeping rewrite of the Section 106 regulations making public participation optional and reduce consultation with state, tribal, and local governments to a formality rather than a path to agreement; and

WHEREAS, this rewrite also reduces Certified Local Governments such as Titusville to optional invitees, exempts many federally funded projects from review, narrows what counts as a "historic property," and lets federal agencies decide whether their own projects cause harm; and

WHEREAS, historic preservation has long been a bipartisan, urban-and-rural value shared by the people of Titusville and Florida, rooted in the question of who gets a say in the places where we live, work, and gather; and

WHEREAS, the communities most affected — residents, Tribes, and local governments who know a place best — are precisely the voices this rewrite would cut out of the conversation.

NOW, THEREFORE, I, Andrew Connors, by the authority vested in me as Mayor of the City of Titusville, Florida do hereby proclaim:

Section 1. That the Titusville City Council expresses its strong opposition to the proposed revisions to Section 106 of the National Historic Preservation Act, urges the Advisory Council on Historic Preservation to withdraw or substantially revise the proposal, and encourages residents and preservation partners to make their voices heard during the public comment period.

Section 2. That the Clerk and Recorder of the City of Titusville shall affix the seal of the City of Titusville to this proclamation and that a copy be transmitted to _____.

In witness whereof, I have hereunto set my hand and cause the Seal of the City of Titusville to be affixed this ____ day of _____ 2026.

_____
Andrew Connors, Mayor

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **North Brevard Commission on Parks and Recreation**

Department/Office: City Clerk

Recommended Action:
The North Brevard Commission on Parks and Recreation's semi-annual written report is included in the agenda packet. No action is requested.

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. City of Titusville Semi-Annual Report October 2026

Parks and Recreation Department
North Area Parks Operations
919 Lane Avenue
Titusville, Florida 32780

BOARD OF COUNTY COMMISSIONERS

October 1, 2026

City of Titusville
Tom Abbate, City Manager
P.O. Box 2806
Titusville, FL 32781-2806

Dear Mr. Abbate:

The semi-annual report for the period of April 1, 2026 – September 30, 2026, on behalf of the North Brevard Commission on Parks and Recreation (NBCPR) is provided below.

The NBCPR meets bimonthly with regular meetings held on the second Thursday in the months of January, March, May, July, September and November. Meetings begin at 4:00 p.m. and conclude by 5:00 p.m.

Below are current members of the NBCPR who are assigned to parks within the City of Titusville:

- Dan Diesel - Blanton Park, Gibson Gymnasium & Field, Isaac Campbell Sr. Park
- Koren Odermann – Blue Hole Park, Marina Park, Sandpoint Park, Space View Park
- Laura Whitten – Kennedy Point Park, Rails to Trails, W.W. James Park
- William Klein – Parrish Park – Titusville, Wuesthoff Park
- Kevin Rosa – Sherwood Park, Singleton Tennis Courts, Rotary Riverfront Park, Stuart Park, William J. Manzo Park

The NBCPR continues to make regular visits to Parks prior to each advisory board meeting to offer recommendations for improvements and report any potential concerns. Specifically, the NBCPR is actively working on the following initiatives and goals:

- General maintenance and cleaning that may be needed.
- Identifying any potential ADA or safety concerns.
- Acting as liaison with community groups such as the Police Athletic League.
- Acting as liaison with North Brevard youth sports groups.
- Partnering with community organizations on park beautification projects.
- Collaborating with park patrons and the local communities to add park amenities and re-purpose current parks based on public input.
- Supporting continuing upgrades to Park facilities.
- Acting as liaison to develop volunteer groups for Special Events.

Phone (321) 264-5105; Fax (321) 264-6428
Website: www.brevardparks.com

Respectfully,

Jeff Davis, Jr.
North Area Parks Operations Manager

cc: North Brevard Commission on Parks and Recreation
Ian Golden, Parks and Recreation Department Director

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Interlocal Agreement with Brevard County for Addressing Services**

Department/Office: Community Development

Recommended Action:

Approve and authorize the Mayor to execute the Interlocal Agreement and addendum for 911 addressing services with Brevard County. The addressing services fee is calculated based on the current census population, at a rate of $0.29 per resident. The fee for the City of Titusville for fiscal year 2027 will be $14,148.81.

Summary Explanation & Background:

Enclosed for Council's consideration is an interlocal agreement with Brevard County to assume 911 addressing services on behalf of the City. The agreement established a coordinated process for assigning addresses throughout Brevard County, including the incorporated areas. The agreement will ensure accuracy of the Automatic Location Identification (ALI) and GIS databases used for the 911 emergency telephone system.

If the City would like to receive addressing services from Brevard County's 911 Systems Administration, both the Interlocal Agreement and the Addendum should be executed. If the City chooses to opt out of addressing services, only the Interlocal Agreement needs to be signed.

The addressing services fee is calculated based on the current census population, at a rate of $0.29 per resident. The fee will be updated following the next census. The fee for the City of Titusville for fiscal year 2027 will be $14,148.81.

Alternatives:

1. Approve the interlocal agreement only.
2. Do not approve the interlocal agreement.

Item Budgeted:

The budget will be assessed and provided at mid-year review.

Source/Use of Funds/Budget Book Page:
001-5555-513.31-01

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. Addressing Interlocal Addendum (Signed by Board) Titusville

INTERLOCAL AGREEMENT

BETWEEN

BREVARD COUNTY, FLORIDA

AND

THE CITY/TOWN OF TITUSVILLE, FLORIDA

ENSURING THE ACCURACY OF ADDRESSING DATA FOR BREVARD COUNTY AND BREVARD MUNICIPALITIES

THIS INTERLOCAL AGREEMENT, (herein after "Agreement") entered into this 13th day of OCTOBER, by and between the BREVARD COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE CITY/TOWN OF TITUSVILLE, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "City."

WHEREAS, this emergency telephone system, known as the "911 Telephone System" has been implemented in the incorporated and unincorporated areas of Brevard County; and

WHEREAS, Florida State Statute 365.171, as may be amended and known as the "Florida Emergency Communications State Plan Act" establishes an Emergency Communications State Plan; and

WHEREAS, the Emergency Communications State Plan provides requirements for each entity of local government in the state; and

WHEREAS, the Emergency Communications State Plan places the responsibility for day-to-day management of the 911 database and geographical information system (GIS) database on the 911 Coordinator; and

WHEREAS, Florida State Statute 202.22 requires each taxing jurisdiction to furnish to the Department of Revenue semiannually all changes to service addresses, annexations, incorporations, reorganizations, and any other changes to jurisdictional boundaries; and

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for assigning addresses throughout Brevard County including both incorporated and unincorporated areas to ensure the accuracy of the Automatic Location Identification (ALI) and GIS databases used for the 911 emergency telephone system; and

WHEREAS, to prevent addressing duplication and confusion, the City shall transmit certain address information to the County, and the City hereby authorizes the County to coordinate such addressing information; and

WHEREAS, upon execution of this Agreement, the parties intend to replace all existing Interlocal Agreements with this new Agreement; and

NOW THEREFORE, it is agreed between the County and the City as follows:

I. PURPOSE:

This Interlocal Agreement establishes a collaborative framework between the County and the City to ensure the accuracy, consistency, and reliability of addressing data throughout Brevard County, covering both incorporated and unincorporated areas.

A. This agreement seeks to achieve the following objectives:

- Facilitate timely and accurate updates to the 911 Automatic Location Identification (ALI) and Geographic Information System (GIS) databases
- Provide emergency responders, public safety agencies, and government departments with precise, current address information.
- Comply with Florida Statutes regarding emergency communications and jurisdictional data reporting
- Prevent duplication and conflicts through coordinated assignment, updates, and maintenance of addresses.
- Ensure that address changes, annexations, and new developments are promptly communicated

B. The structures requiring addresses are:

- Residential structures
- Commercial structures
- Utility equipment or cabinets
- Lift stations
- Docks
- Boat houses
- Communications towers
- Development fencing, gates, lighting, signage
- Development recreational facilities
- Accessory structures (accessory dwellings, barns, garage apartments, sheds)

C. Through collaboration and data sharing, the County and City ensure accurate addressing that supports public safety and strengthens the delivery of services across the community.

II. COUNTY RESPONSIBILITIES:

A. Maintain and update addresses in the 911 ALI, 911 GIS, and the County's Community Development Databases (collectively, the databases) to ensure accurate information is available to Public Safety Answering Points (PSAPs), the Property Appraiser, the Supervisor of Elections, and other relevant agencies.
B. Process Annexations, Deannexations, and Vacates upon submittal and update the databases.
C. Direct all individuals who contact the County regarding addressing issues within the City to the City.
D. Notify the City in writing of any discrepancies in the naming or numbering of streets within its municipal boundaries and correct such discrepancies as appropriate.
E. Provide paper maps as requested and GIS updates to the City as scheduled.
F. Maintain and revise, as necessary, the "Concerned Agencies List", which includes all agencies and entities requiring access to updated information

III. CITY RESPONSIBILITIES:

A. Submit to the County a copy of each of the following documents:
    i. Any City Ordinance or Resolution currently authorizing/regulating addressing, and any future amendments to such Ordinances or Resolutions
    ii. Any recorded City Ordinance, Resolution, or regulation relating to Annexation, Deannexation, or Vacates.
    iii. Any recorded City Ordinance or Resolution relating to the naming or renaming of streets or private accesses.
    iv. All newly recorded subdivisions and approved site plans.
B. Submit to the County for review, comment, and appropriate action:
    i. Any proposed street names for private or public streets, including mobile home parks, multi-family dwelling developments, and business complexes.
    ii. Any proposed subdivisions, site plans, annexations, and/or roadway vacating.
    iii. Any requests related to numbering or renumbering of private or public streets.
    iv. Any discrepancies the City identifies in the naming or numbering of streets.
C. Assign and/or change addresses within its jurisdiction, provide appropriate notification correspondence, and assist with all inquiries (via phone, email, or in person) made directly to the City or forwarded by the County.
D. When notified of discrepancies, the City shall respond to the County within ten (10) business days with a corrective action plan and is responsible for any issues resulting from the discrepancies until they are resolved.
E. Notify all external agencies on the Concerned Agencies List, including but not limited to, United States Postal Service, Brevard County Property Appraiser, Brevard County Board of Elections, utility providers, as well as internal City agencies, of new, updated, or changed addresses.

F. Approve or respond to all Department of Revenue objections.

IV. TERM AND RENEWAL:

This Agreement shall begin on October 1, 2025, and shall continue until September 30, 2030. The Agreement shall automatically renew for an additional five (5) years unless either party notifies the other party of termination. Either party may terminate this Agreement at any time by providing at least sixty (60) days written notice to the other party. Such notice shall be deemed effective on the date of delivery, and the Agreement shall terminate sixty (60) days thereafter, unless otherwise agreed in writing by the parties.

V. MODIFICATIONS TO AGREEMENT:

Other than as previously approved, this Agreement, including the Addendum to 9-1-1 Addressing Interlocal Agreement ("Addendum"), if executed by both parties, and incorporated herein by this reference, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the City and supersedes all prior written or oral understandings. This Agreement, Addendum and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

VI. INDEPENDENT CONTRACTOR:

City and County are independent contractors under this Agreement. Services provided by City pursuant to this agreement shall be subject to the supervision of City and services provided by County pursuant to this Agreement shall be subject to the supervision of County. In providing such services, the City, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County and the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of City. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

VII. NOTICE:

Documentation, notices, changes in addresses or representatives of the parties shall be made by providing notice as follows:

To the City/Town: TITUSVILLE

Attention: Assistant City Manager

555 S Washington Avenue

Titusville, FL 32796

To the County:

Brevard County Emergency Management Department
Attn: 911 Systems Administration
1751 Huntington Lane
Rockledge, Florida 32955

VIII. GOVERNMENTAL IMMUNITY:

The city is a municipality as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the City to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, the County is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement

IX. ATTORNEYS FEES/COSTS; NONJURY TRIAL:

In the event of litigation to enforce the terms of this agreement, each party shall be responsible for its own costs and attorney's fees. Any trial to enforce or interpret the terms of this agreement should be non-jury.

X. This Agreement shall be deemed to have been entered into under the provisions of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," and shall be effective upon filing with the Clerk of the Circuit Court, Brevard County pursuant to Subsection 11 of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

Rachel Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Thad Altman, Chair

As Approved by the Board on JAN 13 2026

ATTEST:

City/Town Clerk

City/Town of

Mayor or (his/her designee)

ADDENDUM TO 9-1-1 ADDRESSING INTERLOCAL AGREEMENT

The City/Town of _____ , Florida (hereinafter "City"), has opted to transfer the responsibility of assigning addresses to properties within its jurisdiction to Brevard County (hereinafter "the County"), to include the responsibility of coordinating with developers and property owners.

I. **COUNTY RESPONSIBILITIES:** This section supersedes, Section II -County Responsibilities outlined within the original 9-1-1 Addressing Interlocal Agreement.

A. Assign and/or change addresses, provide appropriate notification correspondence, and assist with all inquiries (via phone, email, or in person) made directly to the County or forwarded by the City.

B. Maintain and update addresses in the 911 ALI, 911 GIS, and the County's Community Development Databases (collectively, the databases) to ensure accurate information is available to Public Safety Answering Points (PSAPs), the Property Appraiser, the Supervisor of Elections, and other relevant agencies.

C. Process Annexations, Deannexations, and Vacates upon submittal and update the databases.

D. Collaborate with the City to correct any discrepancies in the naming or numbering of streets within its municipal boundaries

E. Provide address verification letters when requested by property owners or lien holders.

F. Issue necessary address change letters.

G. Notify all concerned agencies of any new addresses that have been assigned to individual properties, to newly recorded plats, or that have been changed due to street naming and/or renaming.

H. Provide the City and developers with a copy of the recorded subdivision plat and/or approved site plan with addresses indicated thereon, along with an address table, if applicable.

I. Prepare street naming/renaming resolution, map exhibit, and record with the Brevard County Clerk of Court, if formally requested by the city.

J. Update the Department of Revenue Communication Sales Tax Database semiannually and approve or respond to any objections.

K. Conduct site visits as necessary.

II. **CITY RESPONSIBILITIES:** This section supersedes, Section III – City Responsibilities outlined within the original 9-1-1 Addressing Interlocal Agreement

A. Direct all persons who contact the City about any addressing issues within the City to the County.

B. Submit to the County the following:

i. Any City Ordinance or Resolution currently authorizing/regulating addressing, and any future amendments to such Ordinances or Resolutions.

ii. Any proposed street names for private or public streets, including mobile home parks, multi-family dwelling developments, and business complexes.
iii. Any proposed subdivisions, site plans, preliminary annexations, and/or roadway vacating.
iv. Any requests related to numbering or renumbering of private or public streets.
v. Any discrepancies the City identifies in the naming or numbering of streets.
vi. Any recorded City Ordinance, Resolution, or regulation relating to Annexation, Deannexation, or Vacates.
vii. Any recorded City Ordinance or Resolution relating to the naming or renaming of streets or private accesses.
viii. All newly recorded subdivisions and approved site plans.

C. Notify internal departments of new, updated, or changed addresses.
D. Notify the Department of Revenue in writing to add Brevard County 911 Systems Administration employees as approvers in the Communications Services Tax Database.

III. **FEE STRUCTURE:** By electing to have the County assume responsibility for assigning addresses within its jurisdiction, the City agrees to pay for this service and acknowledges that the County will directly invoice developers and property owners for any services rendered, as specified herein:

A. City:
i. Annual fee based on the City's population for that fiscal year
1. The fee shall be calculated at $0.29 per person, based on current U.S. Census population data.
a. The County shall invoice the City each October for the services outlined above.
2. Notice of any change to the annual fee shall be provided in writing one fiscal year in advance, with the new rate to take effect and be invoiced the following October.
3. All checks shall be made payable to the Brevard County Board of County Commissioners and sent to the attention of:
911 Systems Administration
1751 Huntington Lane
Rockledge, Florida 32955

B. Customers (Developers and Property Owners):
i. Fees shall be determined as set forth in Exhibit A – Schedule of Development Fees and Charges of Brevard County Resolution No 16-189, as adopted by the Board of County Commissioners.
ii. The County shall invoice customers directly for all services provided

IV. Except as expressly modified above, all other terms of the current 9-1-1 Addressing Interlocal Agreement executed by the City's and County's duly authorized representatives and recorded pursuant to Section 163.01, Florida Statutes, remain in full force and effect.

Signed by the parties duly authorized representatives this 13 day of January, 2026.

ATTEST:

Rachel Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Thad Altman, Chair
Brevard County Board of County Commissioners

As Approved by the Board on JAN 13 2026

ATTEST:

City/Town Clerk

City/Town of

Mayor or (his/her designee)

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 Lockheed Martin**

Department/Office: Public Works

Recommended Action:
Accept a utility easement for water and sewer infrastructure from Lockheed Martin located at 1103 John Glenn Blvd.

Summary Explanation & Background:

Lockheed Martin operates a multi-building facility located off of John Glenn Blvd. The current expansion project has completed installation of the water and sewer infrastructure. As part of the utility acceptance process, the developer is to convey the public portions of the water and sewer improvements to the City of Titusville for ownership and maintenance purposes. 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 and sewer 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 sewer system and protecting public health and safety.

It is recommended that City Council approve a utility easement for water and sewer infrastructure from Lockheed Martin located at 1103 John Glenn Blvd.

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 providing access needed to properly maintain and secure important public utility infrastructure.

ATTACHMENTS:
1. Lockheed Executed Easement
2. LMC - Asst. Corp. Secretary Cert.

UNDERGROUND UTILITY EASEMENT

THIS INDENTURE, made and entered into this 23 day of September 2026, by and between, LOCKHEED MARTIN CORPORATION, a Maryland corporation, with a mailing address of 100 South Charles Street, Suite 1400, Baltimore, Maryland, 21201 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 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 under and through the Easement Area for the purpose of an underground waterline and sanitary line and related improvements and structures to include meters and backflow prevention devices which may be located above ground and in a location mutually agreeable to the Parties.

(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 __ day of September, 2026.

Signed, sealed, and delivered
in the presence of:

Signature of Witness #1

Charles B. Hardie
Printed Name of Witness #1

100 S. Charles St Suite 1400
Baltimore MD 21201
Printed Address of Witness #1

Signature of Witness #2

Mary Patricia Barr
Printed Name of Witness #2

100 S. Charles St Suite 1400
Baltimore MD 21201
Printed Address of Witness #2

GRANTOR

LOCKHEED MARTIN CORPORATION,
a Maryland corporation

By: LMC Properties, Inc.,
a Maryland corporation,

By: _____

Print Name: James Damm

Title: Sr. Real Estate Manager

Date: 9/23/2026, 2026

STATE OF MD
COUNTY OF Baltimore

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, on this 23 day of September, 2026 by James Dann, as Manager of LMC Properties, Inc., a Maryland corporation, , on behalf of the corporation. She/He ☐ is personally known to me OR ☑ has produced MD DL. as identification.

[AFFIX NOTARY SEAL]

MICHAEL JOHNSON
Notary Public - State of Maryland
Howard County
My Commission Expires May 23, 2028

Signature of Notary Public

Michael Johnson
Print Name

My Commission Expires: 05/23/28

SCHEDULE "A"

12' WATER MAIN EASEMENT

DESCRIPTION (BY THIS SURVEYOR):

A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2981, PAGE 3497 AND OFFICIAL RECORDS BOOK 4462, PAGE 2254, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, NORTH BREVARD INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 96, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE WEST RIGHT OF WAY LINE OF GRISSOM PARKWAY (106-FOOT RIGHT OF WAY), PER SAID PLAT, THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 00°01'14" EAST, A DISTANCE OF 29.25 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1250.13 FEET AND A CENTRAL ANGLE OF 12°44'20"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 277.95 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF JOHN GLENN BOULEVARD (80 FOOT RIGHT OF WAY) PER OFFICIAL RECORDS BOOK 7319, PAGE 1038 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 78°49'32" WEST, A DISTANCE OF 693.86 FEET TO A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 74°06'04" AND A CHORD BEARING OF NORTH 89°54'29" WEST; THENCE FROM A TANGENT BEARING OF SOUTH 53°02'29" WEST, WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.30 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID RIGHT OF WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; SOUTH 13°24'23" WEST, A DISTANCE OF 10.38 FEET; THENCE NORTH 76°54'03" WEST, A DISTANCE OF 23.28 FEET; THENCE SOUTH 57°22'28" WEST, A DISTANCE OF 27.90 FEET; THENCE NORTH 34°39'07" WEST, A DISTANCE OF 12.11 FEET; THENCE NORTH 57°22'28" EAST, A DISTANCE OF 33.35 FEET; THENCE SOUTH 74°54'10" EAST, A DISTANCE OF 16.51 FEET; THENCE NORTH 13°24'23" EAST, A DISTANCE OF 6.01 FEET, TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF JOHN GLENN BOULEVARD ALSO BEING A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 13°18'53" AND A CHORD BEARING OF SOUTH 46°12'00" EAST; THENCE FROM A TANGENT BEARING OF SOUTH 39°52'22" EAST, WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 13.91 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 696.5 SQUARE FEET, MORE OR LESS.

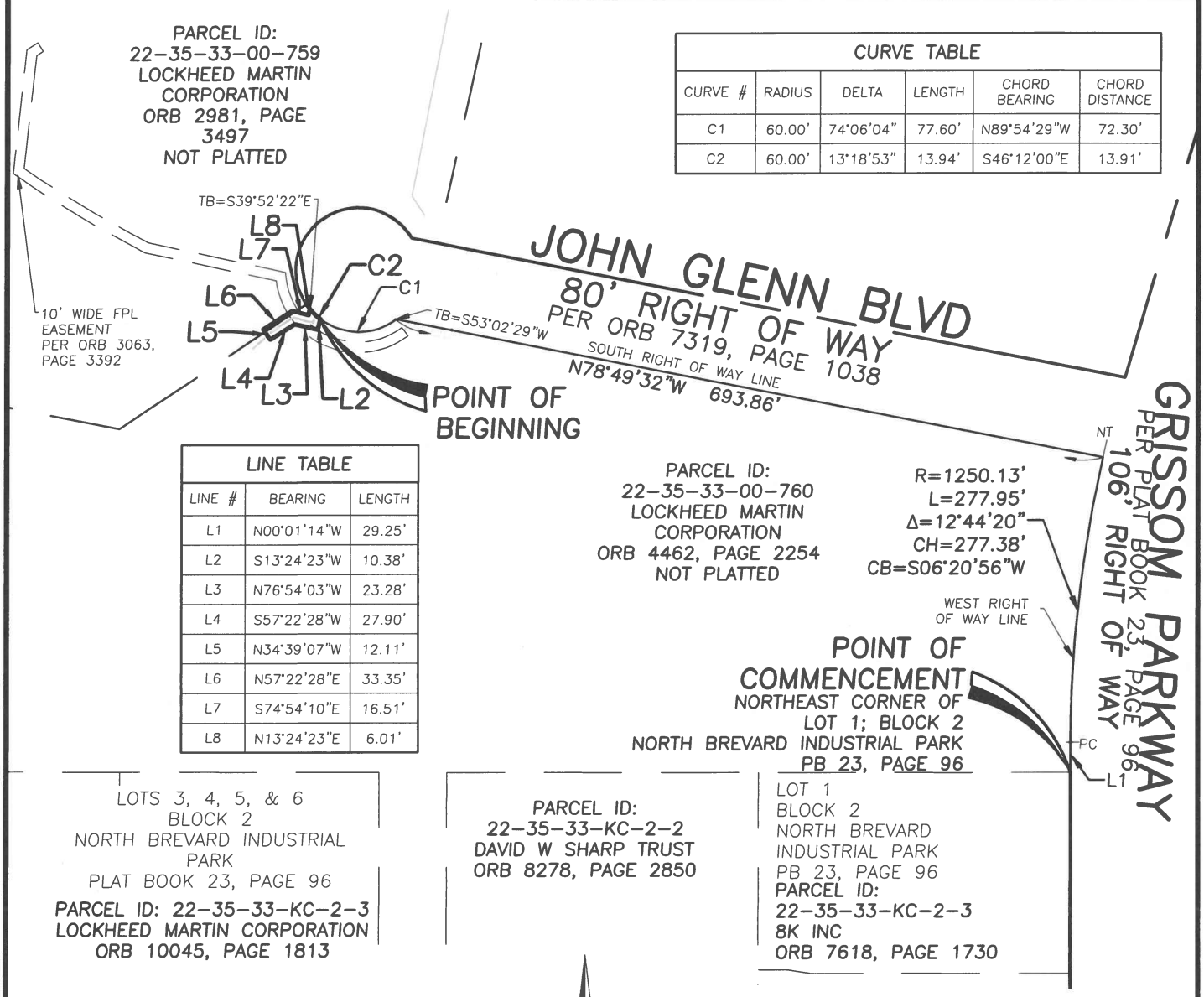
SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST RIGHT OF WAY LINE OF GRISSOM PARKWAY (160-FOOT RIGHT OF WAY), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 96, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING NORTH 00°01'14" EAST. BEARINGS AND DISTANCES SHOWN HEREON ARE ASSUMED UNLESS OTHERWISE NOTED.

2. I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATIVE CODE.

SKETCH OF DESCRIPTION	DATE: 08/17/2026 GR	CERTIFICATION NUMBER LB2108 63670023
FOR CITY OF TITUSVILLE HENSEL PHELPS CONSTRUCTION CO. LOCKHEED MARTIN CORPORATION	JOB NUMBER: 63670 / SCALE: 1" = 150' CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE REQUIRES THAT A LEGAL DESCRIPTION DRAWING BEAR THE NOTATION THAT **THIS IS NOT A SURVEY.** SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4505225 (407) 292-8580 e-mail: info@southeasternsurveying.com William C Rowe WILLIAM C. ROWE, PSM Registered Land Surveyor Number 6328 STATE OF FLORIDA Professional Surveyor and Mapper License Number

SKETCH OF DESCRIPTION



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	60.00'	74°06'04"	77.60'	N89°54'29"W	72.30'
C2	60.00'	13°18'53"	13.94'	S46°12'00"E	13.91'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°01'14"W	29.25'
L2	S13°24'23"W	10.38'
L3	N76°54'03"W	23.28'
L4	S57°22'28"W	27.90'
L5	N34°39'07"W	12.11'
L6	N57°22'28"E	33.35'
L7	S74°54'10"E	16.51'
L8	N13°24'23"E	6.01'

ABBREVIATION LEGEND:

PB	=	PLAT BOOK	R	=	RADIUS
ID	=	IDENTIFICATION	Δ	=	DELTA
ORB	=	OFFICIAL RECORDS BOOK	CH	=	CHORD
NO.	=	NUMBER	CB	=	CHORD BEARING
SSMC	=	SOUTHEASTERN SURVEYING & MAPPING CORPORATION	L	=	LENGTH
			NT	=	NO TANGENT
			PC	=	POINT OF CURVATURE

1" = 100'
GRAPHIC SCALE
0 50 100

DRAWING NO. 63670023
JOB NO. 63670
DATE: 08/17/2026
SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2

SSMC™
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108
e-mail: info@southeasternsurveying.com

SCHEDULE "A"

12' SANITARY SEWER EASEMENT

DESCRIPTION (BY THIS SURVEYOR):

A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4462, PAGE 2254, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, NORTH BREVARD INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 96, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE WEST RIGHT OF WAY LINE OF GRISSOM PARKWAY (106-FOOT RIGHT OF WAY), PER SAID PLAT, THE FOLLOWING THREE (3) COURSES AND DISTANCES: NORTH 00°01'14" EAST, A DISTANCE OF 29.25 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1250.13 FEET AND A CENTRAL ANGLE OF 12°44'20"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 277.95 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF JOHN GLENN BOULEVARD (80 FOOT RIGHT OF WAY) PER OFFICIAL RECORDS BOOK 7319, PAGE 1038 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 78°49'32" WEST, A DISTANCE OF 592.95 FEET TO THE **POINT OF BEGINNING**; THENCE DEARTING SAID RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES; SOUTH 16°34'06" WEST, A DISTANCE OF 17.10 FEET; THENCE NORTH 78°49'32" WEST, A DISTANCE OF 12.05 FEET; THENCE NORTH 16°34'06" EAST, A DISTANCE OF 17.10 FEET; THENCE SOUTH 78°49'32" EAST ALONG AFORESAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 12.05 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 205.2 SQUARE FEET, MORE OR LESS.

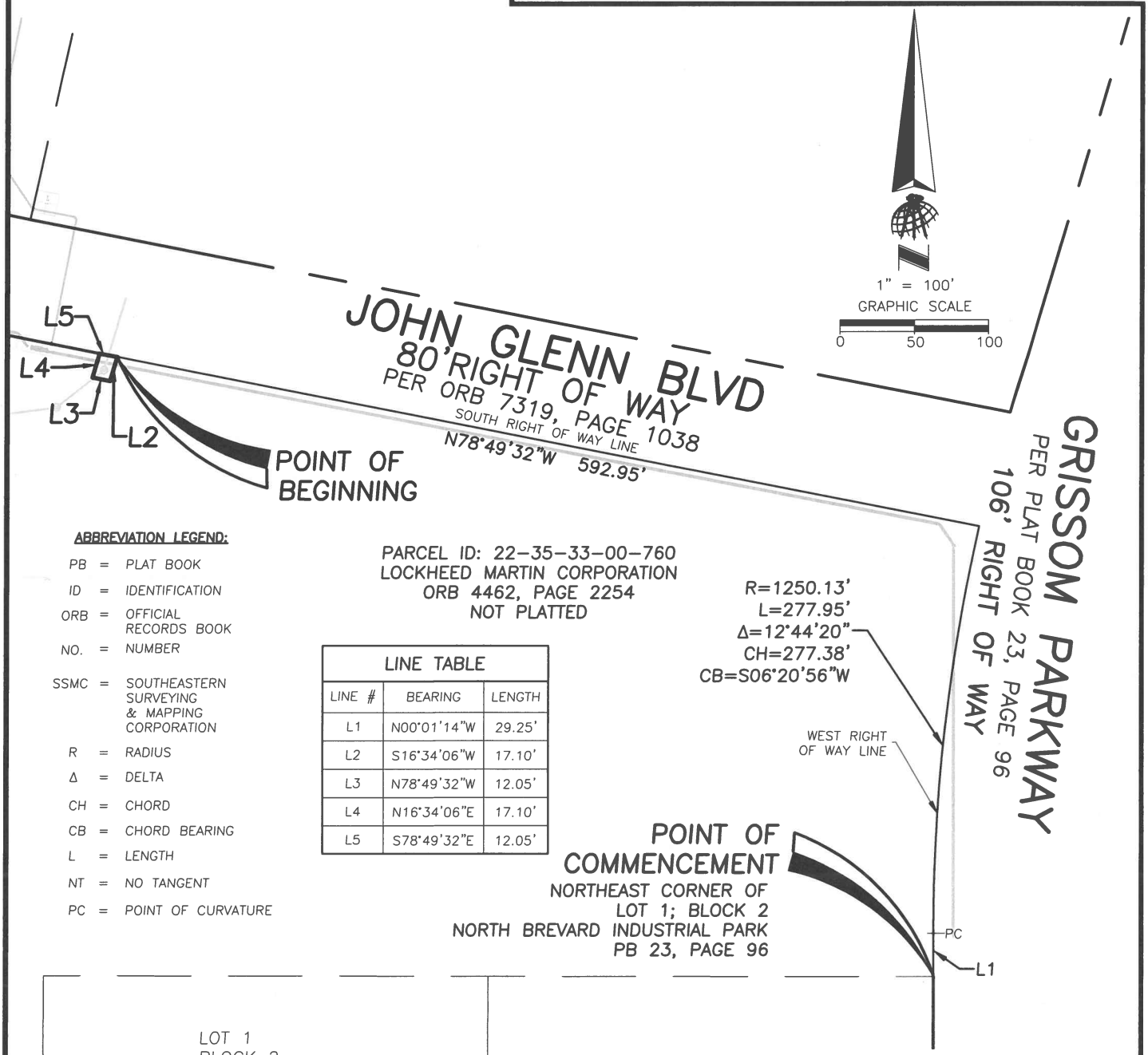
SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST RIGHT OF WAY LINE OF GRISSOM PARKWAY (160-FOOT RIGHT OF WAY), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 96, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING NORTH 00°01'14" EAST. BEARINGS AND DISTANCES SHOWN HEREON ARE ASSUMED UNLESS OTHERWISE NOTED.

2. I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATIVE CODE.

SKETCH OF DESCRIPTION	DATE: 08/14/2026 GR	CERTIFICATION NUMBER LB2108 63670022
FOR CITY OF TITUSVILLE, FLORIDA HENSEL PHELPS CONSTRUCTION CO. LOCKHEED MARTIN CORPORATION	JOB NUMBER: 63670 SCALE: 1" = 100'	SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4850 (407) 292-8580 e-mail: info@southeasternsurveying.com
	CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE REQUIRES THAT A LEGAL DESCRIPTION DRAWING BEAR THE NOTATION THAT **THIS IS NOT A SURVEY.**	William C Rowe Digitally signed by William C Rowe DN: c=US, o=Unaffiliated, dnQualifier=A01410C00000198A55780850010D783, cn=William C Rowe Date: 2026.08.24 14:08:42 -04'00' WILLIAM C. ROWE, PSM Registered Land Surveyor Number 5225
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	WILLIAM C ROWE License Number 5225 STATE OF FLORIDA Professional Surveyor and Mapper

SKETCH OF DESCRIPTION



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ORB	=	OFFICIAL RECORDS BOOK
NO.	=	NUMBER
SSMC	=	SOUTHEASTERN SURVEYING & MAPPING CORPORATION
R	=	RADIUS
Δ	=	DELTA
CH	=	CHORD
CB	=	CHORD BEARING
L	=	LENGTH
NT	=	NO TANGENT
PC	=	POINT OF CURVATURE

PARCEL ID: 22-35-33-00-760
LOCKHEED MARTIN CORPORATION
ORB 4462, PAGE 2254
NOT PLATTED

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°01'14"W	29.25'
L2	S16°34'06"W	17.10'
L3	N78°49'32"W	12.05'
L4	N16°34'06"E	17.10'
L5	S78°49'32"E	12.05'

LOT 1
BLOCK 2
NORTH BREVARD
INDUSTRIAL PARK
PB 23, PAGE 96

PARCEL ID: 22-35-33-KC-2-2
DAVID W SHARP TRUST
ORB 8278, PAGE 2850

LOT 1
BLOCK 2
NORTH BREVARD
INDUSTRIAL PARK
PB 23, PAGE 96

PARCEL ID:
22-35-33-KC-2-3
8K INC
ORB 7618, PAGE 1730

SSMC™
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108
e-mail: info@southeasternsurveying.com

DRAWING NO. 63670022
JOB NO. 63670
DATE: 08/14/2026
SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2

Docusign Envelope ID: 9F89A625-4C9D-8974-803C-07E6EE94F486

LOCKHEED MARTIN CORPORATION

Certificate of Assistant Secretary Regarding Signing Authority

I, Lynda M. Noggle, do hereby certify that I am a duly appointed, qualified and acting Assistant Secretary of LOCKHEED MARTIN CORPORATION, a Maryland corporation (the "***Corporation***"), whose office is located at 6801 Rockledge Drive, Bethesda, Maryland 20817, United States. I also certify that I am authorized to execute and deliver this certificate on behalf of the Corporation.

I FURTHER CERTIFY that the following resolutions were duly adopted by the Board of Directors of the Corporation on March 15, 1995, as amended April 25, 1996, December 2, 1999, September 25, 2003, December 7, 2006, September 25, 2008, October 25, 2013, October 24, 2014, January 26, 2017, April 25, 2018, February 21, 2019, December 11, 2020, April 20, 2022, October 2, 2024, October 9, 2025 and February 25, 2026, and that such resolutions remain in full force and effect and have not been amended or rescinded on the date of this Certificate:

> RESOLVED, that the Chairman of the Board and Chief Executive Officer and the President (the "***Executive Office***") be, and each hereby is authorized, with the authority to delegate such authorization, in writing, including the authority to redelegate such authorization with such limitations as considered appropriate, to take such action as necessary or advisable in conducting the business, operations and affairs of the Corporation; provided, however, that this authorization shall not apply to powers specifically reserved to the Board or a Board Committee, by statute, the Charter, the Bylaws, or by this resolution, as it may be amended from time to time, which reserved powers include the power to: Incur indebtedness for borrowed money in amounts in excess of previously established limits under Board approved credit agreements or financing arrangements; Purchase or sell equity securities of the Corporation; Transact in derivatives or other synthetic securities; Acquire or dispose of a business with a purchase price (together with the assumption of liabilities) in excess of $500 million, except that the Executive Office shall have the authority to enter into non-binding indications of interest with a purchase price in excess of $500 million unless the acquisition or disposition would require (i) the issuance or exchange of Lockheed Martin stock or (ii) debt financing or other borrowing arrangements in excess of previously established limits; Approve Board elected officer compensation; Determine the aggregate annual incentive compensation pool; Approve grants made under the Omnibus Plan or similar plans; Adopt or amend qualified plans or non-qualified retirement or deferred compensation plans and related trusts or similar funding arrangements; Select independent auditors; File registration statements with the Securities and Exchange Commission; Approve charitable contributions in excess of $40M annually; Approve Code of Ethics and Standard of Conduct; Approve fixed price development or other contracts with a potential loss value that would have a material adverse effect on the financial condition or results of operations of the Corporation; Approve any capital expenditure (property, plant, equipment and capitalized software) which has an expected cost of $100,000,000 or greater.
>
> RESOLVED, that unless so authorized by the Board of Directors, and pursuant to authority granted by the Board of Directors and properly delegated by the Executive Office

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> to any officer, agent or employee, no person shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

Based on the authority granted in the foregoing resolution, a standing delegation of authority dated June 30, 2026 has been adopted by the Executive Office delegating authority to the Vice President and Treasurer to pursue Real Estate matters. Such delegation remains in full force and effect and has not been amended or rescinded as of the date of this Certificate.

I FURTHER CERTIFY that Urvi Doshi Sood is the qualified Vice President and Treasurer of the Corporation and is authorized and empowered with the authority to pursue Real Estate matters with the power to redelegate such authority, and to execute and deliver all instruments and documents, and to do all such acts and things, and take such further steps as may be necessary or advisable or convenient or proper in order to fully carry out the intent of such authority for the Corporation.

Further, a standing delegation of authority has been adopted by the Vice President and Treasurer delegating authority to Robert O'Brien, President, LMC Properties, Inc., to pursue Real Estate matters dated August 24, 2026. Such delegation remains in full force and effect and has not been amended or rescinded as of the date of this Certificate.

I FURTHER CERTIFY that Robert O'Brien is an elected, qualified and acting President of LMC Properties, Inc., and is authorized and empowered with the authority to pursue Real Estate matters, with the power to redelegate such authority, and to execute and deliver all instruments and documents, and to do all other such acts and things, and take such further steps as may be necessary or advisable or convenient or proper in order to fully carry out the intent of such authority for the Corporation.

Further, a standing delegation of authority has been adopted by the President of LMC Properties, Inc. delegating authority to Tom Green, Vice President, LMC Properties, Inc., to pursue Real Estate matters dated August 11, 2026. Such delegation remains in full force and effect and has not been amended or rescinded as of the date of this Certificate.

Further, a standing delegation of authority has been adopted by the Vice President of LMC Properties, Inc. delegating authority to James Damm, Senior Real Estate Manager, LMC Properties, Inc., to pursue Real Estate matters dated August 19, 2026. Such delegation remains in full force and effect and has not been amended or rescinded as of the date of this Certificate.

Docusign Envelope ID: 9F89A625-4C9D-8974-803C-07E6EE94F486

WITNESS my hand seal of the Corporation, this 22nd day of September 2026.

LOCKHEED MARTIN CORPORATION

By: DocuSigned by: Lynda M. Noggle F750D6700596 4A2...

Lynda M. Noggle
Assistant Secretary

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 Titusville Chance Partners**

Department/Office: Public Works

Recommended Action:
Accept a utility easement for water and sewer infrastructure from Titusville Chance Partners located on Columbia Blvd.

Summary Explanation & Background:
Titusville Chance Partners is an apartment complex located on Columbia Blvd that includes several outparcels for future development. The project has completed installation of the water and sewer infrastructure. As part of the utility acceptance process, the developer is to convey the public portions of the water and sewer improvements to the City of Titusville for ownership and maintenance purposes. 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 and sewer 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 Titusville Chance Partners located on Columbia Blvd.

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 providing access needed to properly maintain and secure important public utility infrastructure.

ATTACHMENTS:
1. Chance (TV Phase I) - Utility Easement (Water) for Ashton Acquisition Group, LLC
2. Chance (TV Phase I) - Utility Easement (Water) for Chance TV I Owner, LLC
3. Chance (TV Phase I) - Utility Easement (Reclaimed) for Ashton Acquisition Group, LLC

This Instrument Prepared By:
City of Titusville
555 S. Washington Ave.
Titusville, FL 32796

Property Appraiser's
Parcel I.D. Number: 22-35-33-00-506

UTILITY EASEMENT

THIS INDENTURE, made and entered into this 4th day of November 2025, by and between **ASHTON ACQUISITION GROUP, LLC**, a Florida limited liability company, 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 is the true owner of record of the Easement Area and that it has full power and authority to grant to GRANTEE the rights granted hereunder. Except as set forth herein, GRANTOR makes no other representation, express or implied, as to the condition or state of repair of the Easement Area, all of which is made available to GRANTEE pursuant to the terms and conditions hereof in "AS-IS, WHERE-IS" condition, without representation or warranty of any kind or nature, whether express or implied.

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 installing, improving, repairing and maintaining 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. Construction and Maintenance. Following the initial installation and construction of the facilities and improvements within the Easement Area, all work to be performed by GRANTEE, or its employees, agents, representatives, engineers or contractors (collectively, the "Grantee Parties") in connection with any future construction, installation, maintenance, repairs or replacement within the Easement Area shall be performed at the sole cost and expense of GRANTEE, in a good and workmanlike manner, shall be prosecuted diligently to completion, and shall be performed in accordance with any and all applicable federal, state and local laws, regulations and requirements. Subject to the provisions and limitations of Section 768.28, Florida Statutes, GRANTEE shall indemnify and hold GRANTOR harmless from claims, damages, or expenses incurred by GRANTOR arising out of GRANTEE's use of the Easement Area. In the event the surface of the Easement Area is disturbed by GRANTEE's exercise of the easement rights herein granted, such area shall be restored by GRANTEE to substantially the condition in which it existed as of the commencement of such activity.

4. Perpetual Easement. The Easement Area created hereunder shall be considered perpetual.

5. 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.

6. Third-Party Beneficiary. GRANTOR and Chance TV I Owner, LLC, a Delaware limited liability company ("Chance"), are parties to that certain Declaration of Easements, Covenants, Conditions and Restrictions, dated as of April 4, 2023, recorded in the Office of the Clerk of Circuit Court of Brevard County, Florida in Official Records Book 9755, Page 2299, as amended from time to time, which sets forth certain easements, covenants, conditions and restrictions affecting certain property located in the City of Titusville, Brevard County, Florida, including but not limited to the Easement Area. The parties hereto acknowledge and agree that Chance, collectively with its successors and assigns, is an intended third-party beneficiary of the terms of this agreement and shall be entitled to enforce the obligations of GRANTEE hereunder. In consideration thereof, on or about even date herewith, Chance shall grant, bargain, sell and convey to GRANTEE a nonexclusive right of easement over, across, under, and through an easement area situated on Chance's property located in the City of Titusville, Brevard County, Florida on substantially similar terms as this agreement.

[*Signature page to follow*]

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be signed in its name by its proper officers and its corporate seal to be affixed, attested by their Secretary on this 4 day of November 2025.

Signed, sealed, and delivered
in the presence of:

Print Name: Mark Wilkie
Address: 609 E Pine
Orlando, FL 32801

Print Name: Robyn Benge
Address: 609 E Pine St
Orlando, FL 32801

ASHTON ACQUISITION GROUP, LLC, a Florida limited liability company

By: _____ (SEAL)
Name: Tony Benge
Title: Manager

Address: 609 E. Pine Street
Orlando, Florida 32801

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 4 day of November, 2025, by Tony Benge, as the Manager of **ASHTON ACQUISITION GROUP, LLC**, a Florida limited liability company, on behalf of such limited liability company, who is [X] personally known to me or [ ] produced Drivers License as identification.

_____
NOTARY PUBLIC, State of Florida
Print Name: Valerie J. Beck
My Commission expires: 3/17/2026

(SEAL)

Notary Public State of Florida
Valerie J Beck
My Commission
HH 242174
Exp. 3/17/2026

4933-8002-3158.1

EXHIBIT "A"
EASEMENT AREA

[See attached]

DESCRIPTION

NOT A BOUNDARY SURVEY

DESCRIPTION OF EASEMENT
PARCEL "A"
An easement for utility purposes lying in Section 33, Township 22 South, Range 35 East, Brevard County, Florida, over a portion of the lands as described in Official Record Book 9465, Page 2992 of the Public Records of Brevard County, Florida; being more particularly described as follows:

Commence at the intersection of the Easterly right of way line of Barna Avenue as shown on the plat of THE HILLS, as recorded in Plat Book 25, Page 166 and 167 of the Public Records of Brevard County, Florida, with the Southerly right of way line of State Road No. 405 as shown on Florida Department of Transportation right of way map Section 70001-2502, thence S 34°03'20" E, along said right of way line, a distance of 246.94 feet to the point of curvature of a tangent curve to the left; thence along the arc of said curve and continuing along said right of way line, (said curve being concaved to the northeast, having a radius of 2964.93 feet, a central angle of 13°23'39", a chord bearing of S 40°45'10" E, and a chord distance of 691.54 feet), a distance of 693.12 feet to the **POINT OF BEGINNING**; thence continuing along the arc of said curve and said right of way line, (said curve being concaved to the northeast, having a radius of 2964.93 feet, a central angle of 00°51'02", a chord bearing of S 47°52'30"E, and a chord distance of 44.01 feet), a distance of 44.01 feet to an intersection with a non-tangent line and non-radial line; thence departing said right of way line, S 40°07'28" W along said non-radial line, a distance of 13.40 feet; thence N 49°52'32" W, a distance of 24.02 feet; thence S 40°15'53" W, a distance of 180.19 feet to an intersection with a non-tangent curve to the right at a point on the north line of the lands described in Official Records Book 10197, Pages 1662, recorded among the said Public Records; thence along the arc of said curve and said north line, (said curve being concaved to the northeast, having a radius of 3159.18 feet, a central angle of 00°21'47", a chord bearing of N 47°46'18" W, and a chord distance of 20.01 feet), a distance of 20.01 feet to an intersection with a non-tangent and non-radial line; thence departing said north line N 40°15'53" E along said non-radial line, a distance of 194.40 feet to the **POINT OF BEGINNING**.

Containing 4,218 square feet or 0.10 acres, more or less.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. The bearings shown hereon are referenced to the Florida State Plane Coordinate System, Florida East Zone, North American Datum of 1983, 2011 Adjustment (NAD83/2011) and are based on the published values of a National Geodetic Survey monument stamped ""H 229 RESET 1991" and a Brevard County Survey and Mapping monument stamped "GPS 5049 BRUCE 2003" with a bearing of N 11°33'43" W as the bearing base.
3. O = Denotes change in direction (no corner found or set)

SEE SHEET 2 FOR DESCRIPTION
SEE SHEET 3 FOR THE SKETCH TO ACCOMPANY THIS DESCRIPTION

EXHIBIT "A"
SHEET 1 OF 3

ALLEN Engineering, Inc.
SURVEYORS - ENGINEERS
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931
TELEPHONE: (321)783-7443 - FAX: (321)783-5902
WEBSITE: www.alleneng.net

SURVEYOR'S CERTIFICATION:

I hereby certify that the attached Easement Description was prepared under my direction, in accordance with all applicable requirements of the "Standards of Practice for Land Surveys in Florida" as described in Chapter 5J-17 Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

DAVID J. IRWIN License Number LS 6672 STATE OF FLORIDA Professional Surveyor and Mapper

This item has been electronically signed and sealed by David J. Irwin PSM using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Not valid without the original signature and the raised seal or the electronic signature and computer generated seal of a Florida licensed surveyor and mapper.

Digitally signed by David J Irwin
Date: 2025.11.03 13:55:04 -05'00'

BY:_____
DAVID J. IRWIN
Professional Surveyor & Mapper
Florida Registration No. 6672
ALLEN ENGINEERING, INC.

3.	
2.	
1.	
JOB NO. 210014.3	DATE: 07-14-25

PREPARED AND CERTIFIED FOR:
CHANCE TV I OWNER, LLC;
ASHTON ACQUISITION GROUP, LLC;
& CITY OF TITUSVILLE, FLORIDA

L:\Survey\Projects\210014 Tony Benge - 40 Acres Titusville\210014.3 Titusville Multi-Use Parcel Addl topo\Drawings\CAD\210014.3 WATER EASEMENTS.dwg, 11/3/2025 12:36:40 PM

DESCRIPTION

NOT A BOUNDARY SURVEY

PARCEL "B"
An easement for utility purposes lying in Section 33, Township 22 South, Range 35 East, Brevard County, Florida, over a portion of the lands as described in Official Record Book 9465, Page 2992 of the Public Records of Brevard County, Florida; being more particularly described as follows:

Commence at the intersection of the Easterly right of way line of Barna Avenue as shown on the plat of THE HILLS, as recorded in Plat Book 25, Page 166 and 167 of the Public Records of Brevard County, Florida, with the Southerly right of way line of State Road No. 405 as shown on Florida Department of Transportation right of way map Section 70001-2502, thence S 34°03'20" E, along said right of way line, a distance of 246.94 feet to a point of curvature of a tangent curve to the left; thence along the arc of said curve and continuing along said right of way line, (said curve being concaved to the northeast, having a radius of 2964.93 feet, a central angle of 24°50'18", a chord bearing of S 46°28'29" E, and a chord distance of 1275.29 feet), a distance of 1285.33 feet to the **POINT OF BEGINNING**; thence continuing along the arc of said curve and said right of way line, (said curve being concaved to the northeast, having a radius of 2964.93 feet, a central angle of 00°23'11", a chord bearing of S 59°05'14" E, and a chord distance of 20.00 feet), a distance of 20.00 feet to an intersection with a non-tangent and non-radial line; thence departing said right of way line, S 30°45'23" W along said non-radial line, a distance of 194.25 feet to an intersection with a non-tangent curve to the right at a point on the north line of the lands described in Official Records Book 10197, Pages 1662, recorded among the said Public Records; thence along the arc of said curve and said north line, (said curve being concaved to the northeast, having a radius of 3159.18 feet, a central angle of 00°21'45", a chord bearing of N 59°05'48" W, and a chord distance of 20.00 feet), a distance of 20.00 feet to an intersection with a non-tangent and non-radial line; thence departing said north line, N 30°45'23" E along said non-radial line, a distance of 160.98 feet thence N 59°14'36" W, a distance of 17.92 feet; thence N 30°45'23" E, a distance of 15.00 feet; thence S 59°14'36" E, a distance of 17.92 feet; thence N 30°45'23" E, a distance of 18.27 feet to the **POINT OF BEGINNING**.

Containing 4,154 square feet or 0.10 acres, more or less.

EXHIBIT "A"
SHEET 2 OF 3

ALLEN Engineering, Inc.
SURVEYORS - ENGINEERS
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931
TELEPHONE: (321)783-7443 - FAX: (321)783-5902
WEBSITE: www.alleneng.net

SEE SHEET 1 FOR DESCRIPTION, SURVEYOR'S CERTIFICATION & NOTES
SEE SHEET 3 FOR THE SKETCH TO ACCOMPANY THIS DESCRIPTION

3.	
2.	
1.	
JOB NO. 210014.3	DATE: 07-14-25

PREPARED AND CERTIFIED FOR:
CHANCE TV I OWNER, LLC;
ASHTON ACQUISITION GROUP, LLC;
& CITY OF TITUSVILLE, FLORIDA

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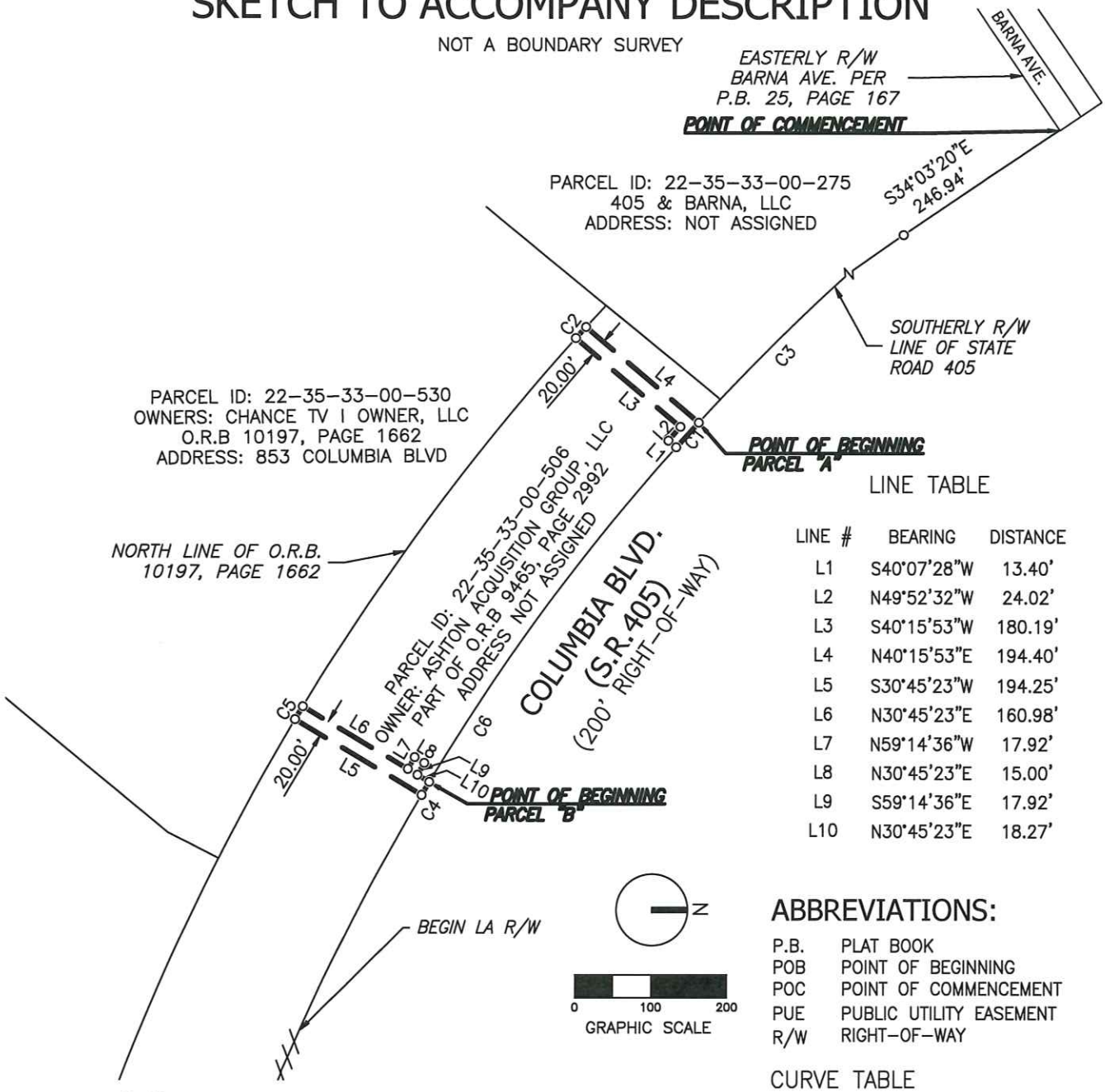
SKETCH TO ACCOMPANY DESCRIPTION

NOT A BOUNDARY SURVEY



LINE TABLE

LINE #	BEARING	DISTANCE
L1	S40°07'28"W	13.40'
L2	N49°52'32"W	24.02'
L3	S40°15'53"W	180.19'
L4	N40°15'53"E	194.40'
L5	S30°45'23"W	194.25'
L6	N30°45'23"E	160.98'
L7	N59°14'36"W	17.92'
L8	N30°45'23"E	15.00'
L9	S59°14'36"E	17.92'
L10	N30°45'23"E	18.27'

ABBREVIATIONS:

P.B.	PLAT BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY

CURVE TABLE

CURVE #	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	2964.93'	0°51'02"	44.01'	44.01'	S47°52'30"E
C2	3159.18'	0°21'47"	20.01'	20.01'	N47°46'18"W
C3	2964.93'	13°23'39"	693.12'	691.54'	S40°45'10"E
C4	2964.93'	0°23'11"	20.00'	20.00'	S59°05'14"E
C5	3159.18'	0°21'46"	20.00'	20.00'	N59°05'48"W
C6	2964.93'	24°50'18"	1285.33'	1275.29'	S46°28'29"E

EXHIBIT "A"
SHEET 3 OF 3

ALLEN Engineering, Inc.
SURVEYORS - ENGINEERS
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931
TELEPHONE: (321)783-7443 - FAX: (321)783-5902
WEBSITE: www.alleneng.net

SEE SHEET 1 & 2 FOR DESCRIPTION, SURVEYOR'S CERTIFICATION & NOTES

3.	
2.	
1.	
DATE: 07-14-25	DRAWN BY: KSS
JOB NO. 210014.3	SCALE: 1"=200'

PREPARED AND CERTIFIED FOR:
CHANCE TV I OWNER, LLC;
ASHTON ACQUISITION GROUP, LLC;
& CITY OF TITUSVILLE, FLORIDA

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This Instrument Prepared By:
City of Titusville
555 S. Washington Ave.
Titusville, FL 32796

Property Appraiser's
Parcel I.D. Number: 22-35-33-00-530

UTILITY EASEMENT

THIS INDENTURE, made and entered into this 3rd day of November 2025, by and between **CHANCE TV I OWNER, LLC**, a Delaware limited liability company, 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 is the true owner of record of the Easement Area and that it has full power and authority to grant to GRANTEE the rights granted hereunder. Except as set forth herein, GRANTOR makes no other representation, express or implied, as to the condition or state of repair of the Easement Area, all of which is made available to GRANTEE pursuant to the terms and conditions hereof in "AS-IS, WHERE-IS" condition, without representation or warranty of any kind or nature, whether express or implied.

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 installing, improving, repairing and maintaining 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. Construction and Maintenance. Following the initial installation and construction of the facilities and improvements within the Easement Area, all work to be performed by GRANTEE, or its employees, agents, representatives, engineers or contractors (collectively, the "Grantee Parties") in connection with any future construction, installation, maintenance, repairs or replacement within the Easement Area shall be performed at the sole cost and expense of GRANTEE, in a good and workmanlike manner, shall be prosecuted diligently to completion, and shall be performed in accordance with any and all applicable federal, state and local laws, regulations and requirements. Subject to the provisions and limitations of Section 768.28, Florida Statutes, GRANTEE shall indemnify and hold GRANTOR harmless from claims, damages, or expenses incurred by GRANTOR arising out of GRANTEE's use of the Easement Area. In the event the surface of the Easement Area is disturbed by GRANTEE's exercise of the easement rights herein granted, such area shall be restored by GRANTEE to substantially the condition in which it existed as of the commencement of such activity.

4. Perpetual Easement. The Easement Area created hereunder shall be considered perpetual.

5. 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.

6. Third-Party Beneficiary. GRANTOR and Ashton Acquisition Group, LLC, a Florida limited liability company ("Ashton"), are parties to that certain Declaration of Easements, Covenants, Conditions and Restrictions, dated as of April 4, 2023, recorded in the Office of the Clerk of Circuit Court of Brevard County, Florida in Official Records Book 9755, Page 2299, as amended from time to time, which sets forth certain easements, covenants, conditions and restrictions affecting certain property located in the City of Titusville, Brevard County, Florida, including but not limited to the Easement Area. The parties hereto acknowledge and agree that Ashton, collectively with its successors and assigns, is an intended third-party beneficiary of the terms of this agreement and shall be entitled to enforce the obligations of GRANTEE hereunder. In consideration thereof, on or about even date herewith, Ashton shall grant, bargain, sell and convey to GRANTEE a nonexclusive right of easement over, across, under, and through an easement area situated on Ashton's property located in the City of Titusville, Brevard County, Florida on substantially similar terms as this agreement.

[*Signature page to follow*]

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be signed in its name by its proper officers and its corporate seal to be affixed, attested by their Secretary on this 3rd day of November 2025.

Signed, sealed, and delivered
in the presence of:

Kathleen Travis
Print Name: Kathleen Travis
Address: 1301 Riverplace Blvd.
Jacksonville, Fla.
32207

Shauna Acree
Print Name: Shauna Acree
Address: 1301 Riverplace Blvd
Jacksonville, FL
32207

CHANCE TV I OWNER, LLC, a Delaware limited liability company

By: Chance TV I Venture, LLC, a Delaware limited liability company, as its sole member

By: _____ (SEAL)
Name: Jeffrey Rosen
Title: Authorized Signatory

Address: P.O. Box 10292
Jacksonville, Florida 32247

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 3 day of NOVEMBER 2025, by Jeffrey Rosen, as the Authorized Signatory of Chance TV I Venture, LLC, a Delaware limited liability company, the sole member of **CHANCE TV I OWNER, LLC**, a Delaware limited liability company, on behalf of such limited liability company, who is [✓] personally known to me or [ ] produced _____ as identification.

AIMEE A. LOPIANO
NOTARY PUBLIC
MY COMMISSION
EXPIRES 12-30-2028
STATE OF FLORIDA
COMMISSION NUMBER HH 621564

Aimee A. Lopiano
NOTARY PUBLIC, State of Florida
Print Name: AIMEE A. LOPIANO
My Commission expires: 12/30/28

(SEAL)

4900-3670-5112.4

EXHIBIT "A"
EASEMENT AREA

[See attached]

DESCRIPTION

DESCRIPTION OF EASEMENT

NOT A BOUNDARY SURVEY

An easement for utility purposes lying in Section 33, Township 22 South, Range 35 East, Brevard County, Florida, over the lands as described in Official Record Book 10197, Pages 1662 of the Public Records of Brevard County, Florida; being more particularly described as follows:

Commence at the intersection of the Easterly right of way line of Barna Avenue as shown on the plat of THE HILLS, as recorded in Plat Book 25, Page 166 and 167 of the Public Records of Brevard County, Florida, with the Southerly right of way line of State Road No. 405 as shown on Florida Department of Transportation right of way map Section 70001-2502, thence S 34°03'20" E, along said right of way line, a distance of 246.94 feet to the point of curvature of a tangent curve to the left; thence along the arc of said curve and continuing along said right of way line, (said curve being concaved to the northeast, having a radius of 2964.93 feet, a central angle of 12°34'44", a chord bearing of S 40°20'42" E, and a chord distance of 649.62 feet), a distance of 650.93 feet to an intersection with a non-tangent line and non-radial line; thence departing said right of way line and continuing S 39°13'55" W along said non-radial line, a distance of 249.88 feet to an intersection with a non-tangent curve to the left and the **POINT OF BEGINNING**; thence along the arc of said curve (said curve being concaved to the northeast, having a radius of 3214.21 feet, a central angle of 00°40'18", a chord bearing of S 47°17'29" E, and a chord distance of 37.67 feet), a distance of 37.67 feet to an intersection with a non-tangent and non-radial line; thence N 40°15'53" E along said non-radial line, a distance of 55.07 feet to an intersection with a non-tangent curve to the left at a point on the north line of the lands described in Official Records Book 10197, Pages 1662, recorded among the said Public Records; thence along the arc of said curve (said curve being concaved to the northeast, having a radius of 3159.18 feet, a central angle of 00°21'47", a chord bearing of S 47°46'18" E, and a chord distance of 20.01 feet), a distance of 20.01 feet to an intersection with a non-tangent and non-radial line; thence departing said north line S 40°15'53" W along said non-radial line, a distance of 55.06 feet to an intersection with a non-tangent curve to the left; thence along the arc of said curve (said curve being concaved to the northeast, having a radius of 3214.21 feet, a central angle of 10°56'14", a chord bearing of S 53°27'09" E, and a chord distance of 612.63 feet), a distance of 613.56 feet to an intersection with a non-tangent and non-radial line; thence N 30°45'23" E along said non-radial line, a distance of 55.04 feet to an intersection with a non-tangent curve to the left at a point on the said north line; thence along the arc of said curve (said curve being concaved to the northeast, having a radius of 3159.18 feet, a central angle of 00°21'46", a chord bearing of S 59°05'48" E, and a chord distance of 20.00 feet), a distance of 20.00 feet to an intersection with a non-tangent and non-radial line; departing said north line S 30°45'23" W along said non-radial line, a distance of 55.03 feet to an intersection with a non-tangent curve to the left; thence along the arc of said curve (said curve being concaved to the northeast, having a radius of 3214.21 feet, a central angle of 03°47'18", a chord bearing of S 61°10'18" E, and a chord distance of 212.48 feet), a distance of 212.52 feet to an intersection with a non-tangent and radial line at a point on the east line of the said lands described in Official Records Book 10197, Pages 1662, thence S 26°56'03" W along said radial line, a distance of 20.00 feet; thence S 39°16'43" W, along the east property line of said lands, a distance of 0.21 feet to an intersection with a non-tangent curve to the right; thence departing said east line along the arc of said curve (said curve being concaved to the northeast, having a radius of 3234.42 feet, a central angle of 04°21'45", a chord bearing of N 60°53'02" W, and a chord distance of 246.22 feet), a distance of 246.27 feet to an intersection with a non-tangent and non-radial line, said intersection being **POINT "A"**, the **POINT OF COMMENCEMENT OF LESS AND EXCEPT PARCEL 1**; thence S 39°16'57" W along said non-radial line, a distance of 285.20 feet; thence S 84°13'55" W, a distance of 78.23 feet; thence N 50°46'05" W, a distance of 346.02 feet to **POINT "B"**, the **POINT OF COMMENCEMENT OF LESS AND EXCEPT PARCEL 2**; thence S 39°13'54" W, a distance of 273.94 feet; thence N 50°46'05" W, a distance of 143.75 feet; thence N 39°13'55" E, a distance of 20.94 feet; thence S 50°46'05" E, a distance of 31.77 feet; thence N 39°13'54" E, a distance of 98.58 feet; thence N 50°46'06" W, a distance of 24.35 feet; thence N 39°14'03" E, a distance of 21.00 feet; thence S 50°46'05" E, a distance of 24.35 feet; thence N 39°13'54" E, a distance of 92.58 feet; thence N 50°46'06" W, a distance of 24.35 feet; thence N 39°14'07" E, a distance of 21.00 feet; thence S 50°46'05" E, a distance of 24.35 feet; thence N 39°13'54" E, a distance of 330.28 feet to an intersection with a non-tangent curve to the right; thence along the arc of said curve (said curve being concaved to the northeast, having a radius of 3234.21 feet, a central angle of 02°36'01", a chord bearing of N 48°16'45" W, and a chord distance of 146.76 feet), a distance of 146.78 feet to an intersection with a non-tangent and non-radial line; thence N 39°13'55" E along said non-radial line, a distance of 20.04 feet to the **POINT OF BEGINNING**.

Containing 214,855 square feet or 4.93 acres, more or less.

SEE SHEET 2 FOR DESCRIPTION & NOTES
SEE SHEET 3 & 4 FOR THE SKETCH TO ACCOMPANY THIS DESCRIPTION
SEE SHEET 5 FOR LINE & CURVE TABLES

EXHIBIT "A"
SHEET 1 OF 5

ALLEN Engineering, Inc.
SURVEYORS - ENGINEERS
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931
TELEPHONE: (321)783-7443 - FAX: (321)783-5902
WEBSITE: www.alleneng.net

SURVEYOR'S CERTIFICATION:

I hereby certify that the attached Easement Description was prepared under my direction, in accordance with all applicable requirements of the "Standards of Practice for Land Surveys in Florida" as described in Chapter 5J-17 Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

DAVID J. IRWIN License Number 6672 STATE OF FLORIDA Professional Surveyor and Mapper

This item has been electronically signed and sealed by David J. Irwin PSM using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Not valid without the original signature and the raised seal or the electronic signature and computer generated seal of a Florida licensed surveyor and mapper.

Digitally signed by David J Irwin
Date: 2025.11.03 13:48:26 -05'00'

BY:_____
DAVID J. IRWIN
Professional Surveyor & Mapper
Florida Registration No. 6672
ALLEN ENGINEERING, INC.

3.	
2.	
1.	
JOB NO. 210014.3	DATE: 07-14-25

PREPARED AND CERTIFIED FOR:
CHANCE TV I OWNER, LLC; ASHTON ACQUISITION GROUP, LLC; CITY OF TITUSVILLE, FLORIDA; & SYNOVUS BANK, its successors and/or assigns as their interests may appear

L:\Survey\Projects\210014 Tony Benge - 40 Acres Titusville\210014.3 Titusville Multi-Use Parcel Addl topo\Drawings\CAD\210014.3 WATER EASEMENTS.dwg, 11/3/2025 12:49:32 PM

DESCRIPTION

NOT A BOUNDARY SURVEY

LESS AND EXCEPT THE FOLLOWING TWO (2) PARCELS:

PARCEL 1:

Commence at **POINT "A"**; thence along the arc of a curve to the right (said curve being concaved to the northeast, having a radius of 3234.42 feet, a central angle of 00°21'27", a chord bearing of N 58°31'25" W, and a chord distance of 20.19 feet), a distance of 20.19 feet to an intersection with a non-tangent and non-radial line at the **POINT OF BEGINNING**; thence S 39°16'57" W, along said non-radial line, a distance of 63.22 feet; thence N 50°43'03" W, a distance of 8.16 feet; thence S 39°16'57" W, a distance of 15.00 feet; thence S 50°43'03" E, a distance of 8.16 feet; thence S 39°16'57" W, a distance of 195.96 feet; thence S 84°13'55" W, a distance of 42.70 feet; thence N 05°46'05" W, a distance of 8.42 feet; thence S 84°13'55" W, a distance of 15.00 feet; thence S 05°46'05" E, a distance of 8.42 feet; thence S 84°13'55" W, a distance of 3.98 feet; thence N 50°46'05" W, a distance of 117.34 feet; thence N 39°15'20" E, a distance of 5.95 feet; thence N 50°43'44" W, a distance of 14.58 feet; thence S 39°16'57" W, a distance of 5.96 feet; thence N 50°46'05" W, a distance of 187.41 feet; thence N 39°13'55" E, a distance of 4.53 feet; thence N 50°46'05" W, a distance of 14.59 feet; thence S 39°13'55" W, a distance of 4.53 feet; thence N 50°46'05" W, a distance of 95.62 feet; thence N 39°13'54" E, a distance of 289.89 feet to an intersection with a non-tangent curve to the left; thence along the arc of said curve (said curve being concaved to the northeast, having a radius of 3234.42 feet, a central angle of 08°24'29", a chord bearing of S 54°08'27" E, and a chord distance of 474.22 feet), a distance of 474.65 feet to the **POINT OF BEGINNING**.

Containing 139,691 square feet or 3.21 acres, more or less.

PARCEL 2:

Commence at **POINT "B"**; thence N 50°46'05" W, a distance of 20.00 feet to the **POINT OF BEGINNING**; S 39°13'55" W, a distance of 253.94 feet; thence N 50°46'05" W, a distance of 71.98 feet; thence N 39°13'54" E, a distance of 97.53 feet; thence S 50°46'06" E, a distance of 7.94 feet; thence N 39°13'54" E, a distance of 15.00 feet; thence N 50°46'06" W, a distance of 7.94 feet; thence N 39°13'54" E, a distance of 98.58 feet; thence S 50°46'06" E, a distance of 6.67 feet; thence N 39°13'54" E, a distance of 15.00 feet; thence N 50°46'06" W, a distance of 6.67 feet; thence N 39°13'54" E, a distance of 27.83 feet; thence S 50°46'05" E, a distance of 71.98 feet to the **POINT OF BEGINNING**.

Containing 18,059 square feet or 0.41 acres, more or less.

Totaling 57,105 square feet or 1.31 acres, more or less with less and except parcels subtracted.

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. The bearings shown hereon are based on a grid bearing of S09°57'50"E, along the West right of way line of State Road A1A and referenced to the Florida East Zone State Plane Coordinate System (0901), North American Datum of 1983, adjustment of 1990 (NAD 83/90).
3. o = Denotes change in direction (no corner found or set).

EXHIBIT "A"
SHEET 2 OF 5

ALLEN Engineering, Inc.
SURVEYORS - ENGINEERS
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931
TELEPHONE: (321)783-7443 - FAX: (321)783-5902
WEBSITE: www.alleneng.net

SEE SHEET 1 FOR DESCRIPTION & SURVEYOR'S CERTIFICATION
SEE SHEET 3 & 4 FOR THE SKETCH TO ACCOMPANY THIS DESCRIPTION SEE SHEET 5 FOR LINE & CURVE TABLES

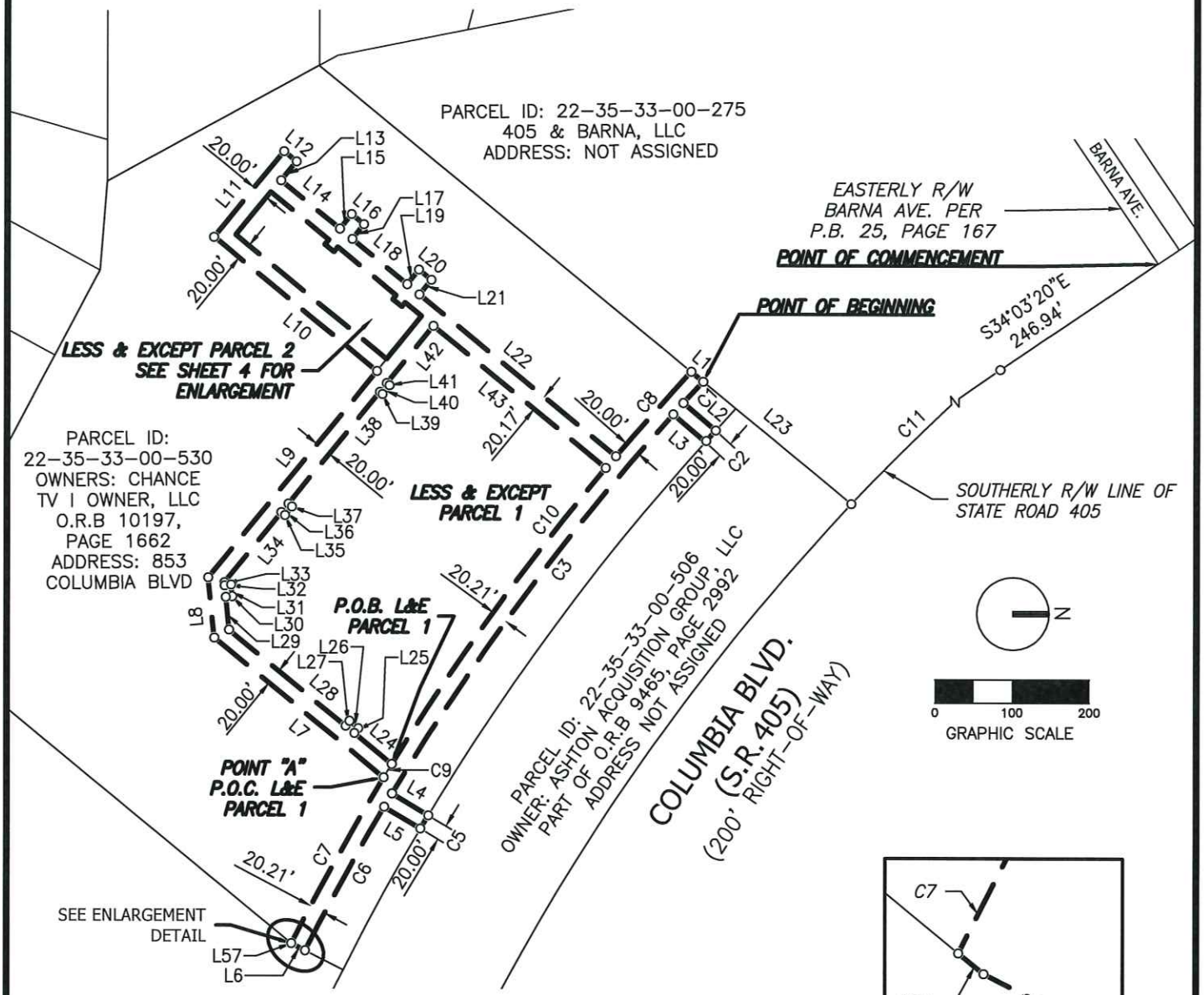
3.	
2.	
1.	
JOB NO. 210014.3	DATE: 07-14-25

PREPARED AND CERTIFIED FOR:
CHANCE TV I OWNER, LLC; ASHTON ACQUISITION GROUP, LLC; CITY OF TITUSVILLE, FLORIDA; & SYNOVUS BANK, its successors and/or assigns as their interests may appear

L:\Survey\Projects\210014 Tony Benge - 40 Acres Titusville\210014.3 Titusville Multi-Use Parcel Addl topo\Drawings\CAD\210014.3 WATER EASEMENTS.dwg, 11/3/2025 12:50:37 PM

SKETCH TO ACCOMPANY DESCRIPTION

NOT A BOUNDARY SURVEY



ENLARGEMENT DETAIL

SCALE 1"=1'

ABBREVIATIONS:

P.B.	PLAT BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY

EXHIBIT "A"
SHEET 3 OF 5

ALLEN Engineering, Inc.
SURVEYORS - ENGINEERS
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931
TELEPHONE: (321)783-7443 - FAX: (321)783-5902
WEBSITE: www.alleneng.net

SEE SHEET 1 & 2 FOR DESCRIPTION,
SURVEYOR'S CERTIFICATION & NOTES
SEE SHEET 4 FOR THE SKETCH TO
ACCOMPANY THIS DESCRIPTION
SEE SHEET 5 FOR LINE & CURVE TABLES

3.	
2.	
1.	
DATE: 07-14-25	DRAWN BY: KSS
JOB NO. 210014.3	SCALE: 1"=200'

PREPARED AND CERTIFIED FOR:
CHANCE TV I OWNER, LLC; ASHTON ACQUISITION GROUP, LLC; CITY OF TITUSVILLE, FLORIDA; & SYNOVUS BANK, its successors and/or assigns as their interests may appear

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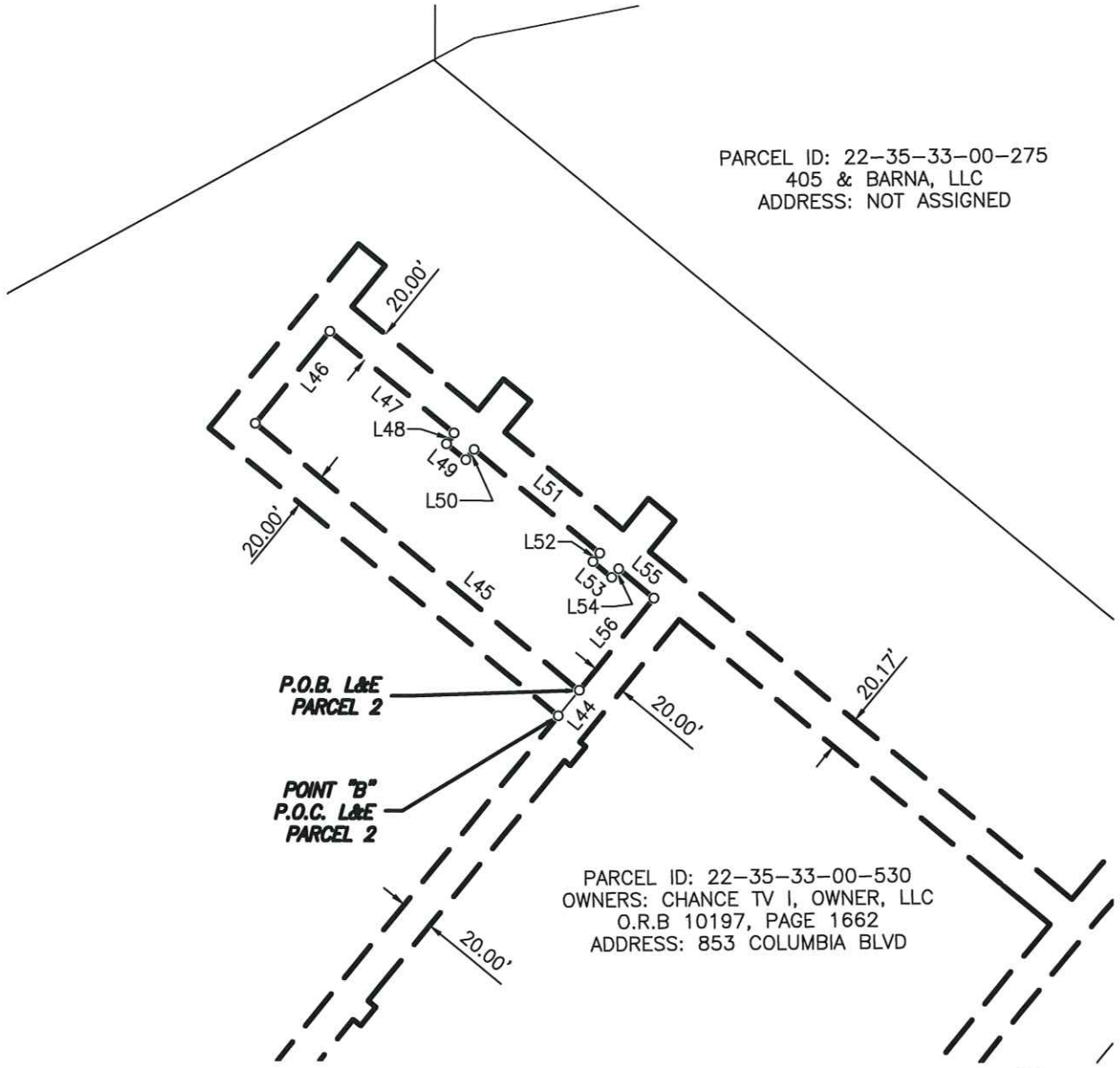
SKETCH TO ACCOMPANY DESCRIPTION

NOT A BOUNDARY SURVEY



ABBREVIATIONS:

P.B.	PLAT BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY

EXHIBIT "A"
SHEET 4 OF 5

ALLEN Engineering, Inc.
SURVEYORS - ENGINEERS
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931
TELEPHONE: (321)783-7443 - FAX: (321)783-5902
WEBSITE: www.alleneng.net

SEE SHEET 1 & 2 FOR DESCRIPTION, SURVEYOR'S CERTIFICATION & NOTES
SEE SHEET 3 FOR THE SKETCH TO ACCOMPANY THIS DESCRIPTION
SEE SHEET 5 FOR LINE & CURVE TABLES

3.	
2.	
1.	
DATE: 07-14-25	DRAWN BY: KSS
JOB NO. 210014.3	SCALE: 1"=100'

PREPARED AND CERTIFIED FOR:
CHANCE TV I OWNER, LLC; ASHTON ACQUISITION GROUP, LLC; CITY OF TITUSVILLE, FLORIDA; & SYNOVUS BANK, its successors and/or assigns as their interests may appear

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LINE TABLE

LINE #	BEARING	DISTANCE
L1	N39°13'55"E	20.04'
L2	N40°15'53"E	55.07'
L3	S40°15'53"W	55.06'
L4	N30°45'23"E	55.04'
L5	S30°45'23"W	55.03'
L6	S26°56'03"W	20.00'
L7	S39°16'57"W	285.20'
L8	S84°13'55"W	78.23'
L9	N50°46'05"W	346.02'
L10	S39°13'54"W	273.94'
L11	N50°46'05"W	143.75'
L12	N39°13'55"E	20.94'
L13	S50°46'05"E	31.77'
L14	N39°13'54"E	98.58'
L15	N50°46'06"W	24.35'
L16	N39°14'03"E	21.00'
L17	S50°46'05"E	24.35'
L18	N39°13'54"E	92.58'
L19	N50°46'06"W	24.35'
L20	N39°14'07"E	21.00'
L21	S50°46'05"E	24.35'
L22	N39°13'54"E	330.28'
L23	S39°13'55"W	249.88'

LINE TABLE

LINE #	BEARING	DISTANCE
L24	S39°16'57"W	63.22'
L25	N50°43'03"W	8.16'
L26	S39°16'57"W	15.00'
L27	S50°43'03"E	8.16'
L28	S39°16'57"W	195.96'
L29	S84°13'55"W	42.70'
L30	N05°46'05"W	8.42'
L31	S84°13'55"W	15.00'
L32	S05°46'05"E	8.42'
L33	S84°13'55"W	3.98'
L34	N50°46'05"W	117.34'
L35	N39°15'20"E	5.95'
L36	N50°43'44"W	14.58'
L37	S39°16'57"W	5.96'
L38	N50°46'05"W	187.41'
L39	N39°13'55"E	4.53'
L40	N50°46'05"W	14.59'
L41	S39°13'55"W	4.53'

LINE TABLE

LINE #	BEARING	DISTANCE
L42	N50°46'05"W	95.62'
L43	N39°13'54"E	289.89'
L44	N50°46'05"W	20.00'
L45	S39°13'55"W	253.94'
L46	N50°46'05"W	71.98'
L47	N39°13'54"E	97.53'
L48	S50°46'06"E	7.94'
L49	N39°13'54"E	15.00'
L50	N50°46'06"W	7.94'
L51	N39°13'54"E	98.58'
L52	S50°46'06"E	6.67'
L53	N39°13'54"E	15.00'
L54	N50°46'06"W	6.67'
L55	N39°13'54"E	27.83'
L56	S50°46'05"E	71.98'
L57	S39°16'43"W	0.21'

CURVE TABLE

CURVE #	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	3214.21'	0°40'18"	37.67'	37.67'	S47°17'29"E
C2	3159.18'	0°21'47"	20.01'	20.01'	S47°46'18"E
C3	3214.21'	10°56'14"	613.56'	612.63'	S53°27'09"E
C5	3159.18'	0°21'46"	20.00'	20.00'	S59°05'48"E
C6	3214.21'	3°47'18"	212.52'	212.48'	S61°10'18"E
C7	3234.42'	4°21'45"	246.27'	246.22'	N60°53'02"W
C8	3234.21'	2°36'01"	146.78'	146.76'	N48°16'45"W
C9	3234.42'	0°21'27"	20.19'	20.19'	N58°31'25"W
C10	3234.42'	8°24'29"	474.65'	474.22'	S54°08'27"E
C11	2964.93'	12°34'44"	650.93'	649.62'	S40°20'42"E

EXHIBIT "A"
SHEET 5 OF 5

ALLEN Engineering, Inc.
SURVEYORS - ENGINEERS
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TELEPHONE: (321)783-7443 - FAX: (321)783-5902
WEBSITE: www.alleneng.net

SEE SHEET 1 & 2 FOR DESCRIPTION, SURVEYOR'S CERTIFICATION & NOTES
SEE SHEET 3 & 4 FOR THE SKETCH TO ACCOMPANY THIS DESCRIPTION

3.	
2.	
1.	
DATE: 07-14-25	DRAWN BY: KSS
JOB NO. 210014.3	SCALE: NTS

PREPARED AND CERTIFIED FOR:
CHANCE TV I OWNER, LLC; ASHTON ACQUISITION GROUP, LLC; CITY OF TITUSVILLE, FLORIDA; & SYNOVUS BANK, its successors and/or assigns as their interests may appear

L:\Survey\Projects\210014 Tony Benge - 40 Acres Titusville\210014.3 Titusville Multi-Use Parcel Addl topo\Drawings\CAD\210014.3 WATER EASEMENTS.dwg, 11/3/2025 12:53:39 PM

CONSENT AND JOINDER

Synovus Bank, a Georgia banking corporation, the "Lender" under that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing given by Chance TV I Owner, LLC, a Delaware limited liability company, as borrower, dated November 8, 2024, and recorded in Official Records Book 10197, Page 1671 in the Office of the Clerk of Circuit Court of Brevard County, Florida (the "Mortgage"), which Mortgage encumbers the Easement Area as described in the foregoing Utility Easement, hereby consents to and joins in the agreements described in the Utility Easement, it being the intent of such consent and joinder that the rights of the owners thereunder shall be unaffected and continue in full force and effect if the undersigned, or its successors or assigns, should foreclose upon the property described in the Mortgage or otherwise exercise its rights under the Mortgage, provided in no event shall a violation or the exercise of any rights or remedies relating to any easements conveyed under the foregoing Utility Easement defeat or otherwise render invalid or subordinate the lien of the Mortgage (or the rights of the Lender thereunder).

IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to be executed by its duly authorized officers and its seal to be affixed hereto this 3rd day of November 2025.

Signed, sealed, and delivered
in the presence of:

Rebecca Washington
Print Name: Rebecca Washington
Address: 800 Shades Creek Pky
Birmingham AL 35209

Print Name: Jason White
Address: 800 Shades Creek
Birmingham, AL 35209

SYNOVUS BANK

By: _____
Name: Stephen T. Hodges
Title: Senior Relationship Manager

Address: 800 Shades Creek Parkway
Birmingham, Alabama 35209
Attn: Stephen Hodges

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 10th day of November 2025, by Stephen Hodges, as the Sr. Relationship Mgr of Synovus Bank, a Georgia banking corporation, on behalf of the bank. He is (check one) ✓ personally known to me or __ has produced _____ as identification.

Paula Kay Rasco
NOTARY PUBLIC, State of Florida
Print Name: Paula Kay Rasco
My Commission expires: 12/12/2026

PAULA KAY RASCO
Notary Public
Alabama State at Large
My Commission Expires Dec 12, 2026

(SEAL)

This Instrument Prepared By:
City of Titusville
555 S. Washington Ave.
Titusville, FL 32796

Property Appraiser's
Parcel I.D. Number: 22-35-33-00-506

UTILITY EASEMENT

THIS INDENTURE, made and entered into this 18th day of February 2026, by and between **ASHTON ACQUISITION GROUP, LLC**, a Florida limited liability company, 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 is the true owner of record of the Easement Area and that it has full power and authority to grant to GRANTEE the rights granted hereunder. Except as set forth herein, GRANTOR makes no other representation, express or implied, as to the condition or state of repair of the Easement Area, all of which is made available to GRANTEE pursuant to the terms and conditions hereof in "AS-IS, WHERE-IS" condition, without representation or warranty of any kind or nature, whether express or implied.

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 installing, improving, repairing and maintaining of public utilities within the Easement Area, including, but not limited to, reclaimed water, reclaimed water mains, reclaimed water lines, 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. Construction and Maintenance. Following the initial installation and construction of the facilities and improvements within the Easement Area, all work to be performed by GRANTEE, or its employees, agents, representatives, engineers or contractors (collectively, the "Grantee Parties") in connection with any future construction, installation, maintenance, repairs or replacement within the Easement Area shall be performed at the sole cost and expense of GRANTEE, in a good and workmanlike manner, shall be prosecuted diligently to completion, and shall be performed in accordance with any and all applicable federal, state and local laws, regulations and requirements. Subject to the provisions and limitations of Section 768.28, Florida Statutes, GRANTEE shall indemnify and hold GRANTOR harmless from claims, damages, or expenses incurred by GRANTOR arising out of GRANTEE's use of the Easement Area. In the event the surface of the Easement Area is disturbed by GRANTEE's exercise of the easement rights herein granted, such area shall be restored by GRANTEE to substantially the condition in which it existed as of the commencement of such activity.

4. Perpetual Easement. The Easement Area created hereunder shall be considered perpetual.

5. 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.

6. Third-Party Beneficiary. GRANTOR and Chance TV I Owner, LLC, a Delaware limited liability company ("Chance"), are parties to that certain Declaration of Easements, Covenants, Conditions and Restrictions, dated as of April 4, 2023, recorded in the Office of the Clerk of Circuit Court of Brevard County, Florida in Official Records Book 9755, Page 2299, as amended from time to time, which sets forth certain easements, covenants, conditions and restrictions affecting certain property located in the City of Titusville, Brevard County, Florida, including but not limited to the Easement Area. The parties hereto acknowledge and agree that Chance, collectively with its successors and assigns, is an intended third-party beneficiary of the terms of this agreement and shall be entitled to enforce the obligations of GRANTEE hereunder. In consideration thereof, on or about even date herewith, Chance shall grant, bargain, sell and convey to GRANTEE a nonexclusive right of easement over, across, under, and through an easement area situated on Chance's property located in the City of Titusville, Brevard County, Florida on substantially similar terms as this agreement.

[*Signature page to follow*]

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be signed in its name by its proper officers and its corporate seal to be affixed, attested by their Secretary on this 18th day of February 2026.

Signed, sealed, and delivered
in the presence of:

Print Name: Mark Wilkie
Address: 609 E. Pine Street
Orlando, FL 32801

Print Name: Stephan Mandesir
Address: 609 E Pine St
Orlando, FL 32801

ASHTON ACQUISITION GROUP, LLC, a Florida limited liability company

By: _____ (SEAL)
Name: Tony Benge
Title: Manager

Address: 609 E. Pine Street
Orlando, Florida 32801

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 18th day of February 2026, by Tony Benge, as the Manager of **ASHTON ACQUISITION GROUP, LLC**, a Florida limited liability company, on behalf of such limited liability company, who is [ ] personally known to me or [✓] produced Drivers license as identification.

NOTARY PUBLIC, State of Florida
Print Name: Valerie J. Beck
My Commission expires: 3/17/26

(SEAL)

Notary Public State of Florida
Valerie J Beck
My Commission
HH 242174
Exp. 3/17/2026

EXHIBIT "A"
EASEMENT AREA

[See attached]

SKETCH OF DESCRIPTION

(UTILITY EASEMENT)

SHEET 1 OF 2

LEGAL DESCRIPTION:

A portion of the Commercial Parcel described in Exhibit "A–2" recorded in Official Records Book 9755, Page 2229 of the Public Records of Brevard County, Florida and lying in Section 33, Township 22 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the Southeasterly right of way line of Barna Avenue as shown on the plat of THE HILLS, as recorded in Plat Book 25, Pages 166 and 167 of the Public Records of Brevard County, Florida, with the Southwesterly right of way line of State Road No. 405 as shown on Florida Department of Transportation right of way map Section 70001–2502; thence S34°03'20"E along said Southwesterly right of way line, a distance of 246.94 feet to the beginning of a curve concave Northeasterly, having a radius of 2964.93 feet, a chord bearing of S40°37'48"E, a chord length of 678.95 feet; thence Southeasterly along the arc of said curve through a central angle of 13°08'57", an arc length of 680.44 feet to the **POINT OF BEGINNING**; thence continue along said curve concave Northeasterly, having a radius of 2964.93 feet, a chord bearing of S47°18'05"E, a chord length of 10.01 feet; thence Southeasterly along the arc of said curve through a central angle of 00°11'36", an arc length of 10.01 feet to a non–tangent line; thence departing said Southeasterly right of way line, run S40°15'53"W, a distance of 15.19 feet; thence N50°43'03"W, a distance of 10.00 feet; thence N40°15'53"E, a distance of 15.79 feet to the **POINT OF BEGINNING**.

Containing 0.004 acres (155 square feet), more or less.

SHEET LAYOUT:

SHEET 1: LEGAL DESCRIPTION AND SURVEYOR'S NOTES
SHEET 2: LEGEND AND SKETCH OF DESCRIPTION

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD No. 405 BEING S34°03'20"E, A GRID BEARING BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD–83–2011 ADJUSTMENT) EAST ZONE.
2. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND/OR ELECTRONIC SIGNATURE AS SET FORTH IN F.A.C. 5J–17.602(3).
3. DELINEATION OF LANDS SHOWN HEREON IS ACCORDING TO THE CLIENT'S INSTRUCTIONS.
4. THIS IS NOT A SURVEY.

DATE: 09–19–2025	SCALE: 1"=10'	DRAWN BY: WMS	JOB #: 25–125 (UE)

Date	Revisions

POULOS & BENNETT
a Pape-Dawson company
2602 E. Livingston St., Orlando, FL 32803
7563 Philips Hwy., Suite 303, Jacksonville, FL 32256
Tel. 407.487.2594 www.poulosandbennett.com
Surveying Bus. No. LB 8606

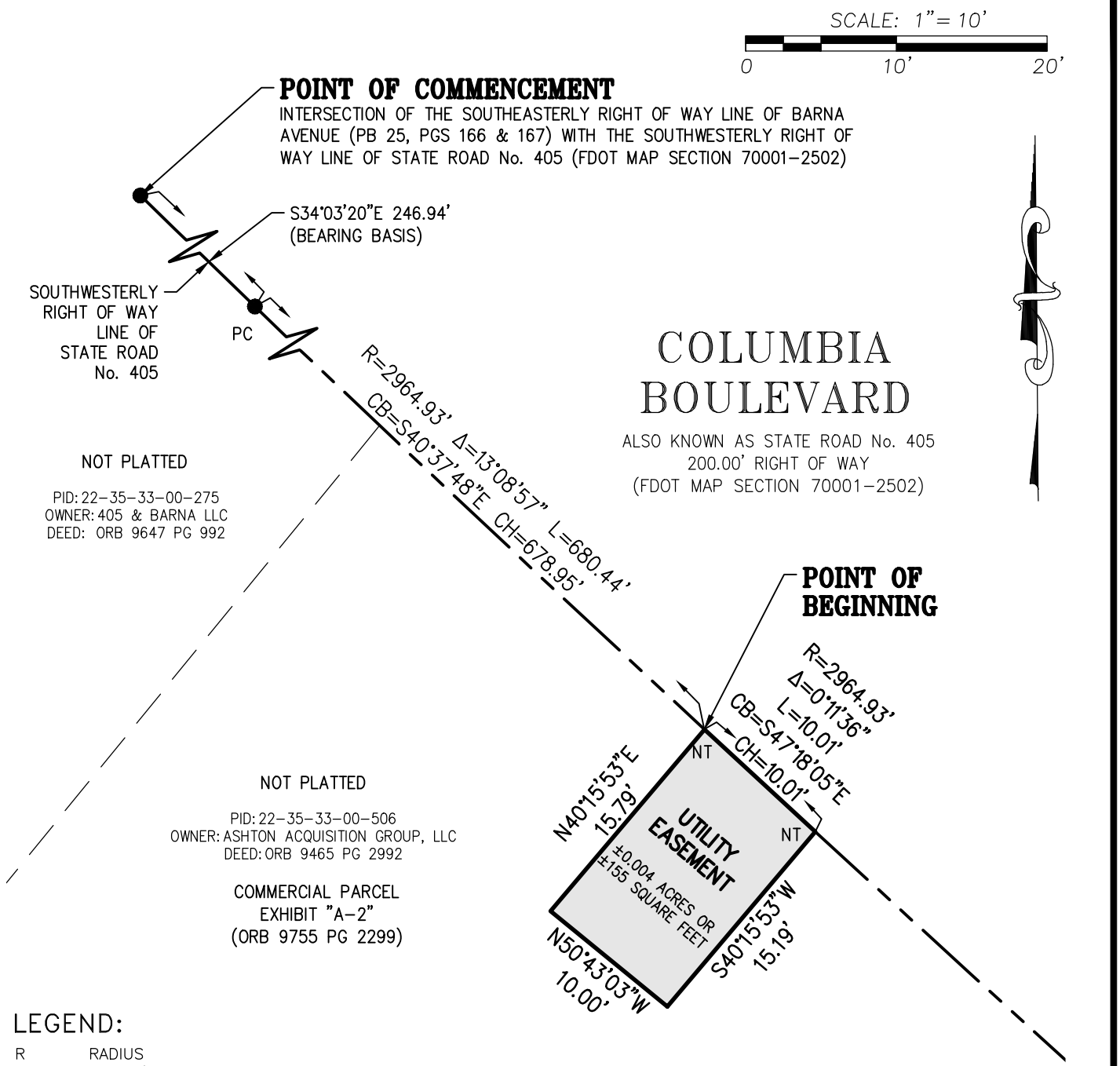
I hereby certify that this Sketch of Description was prepared in accordance with the standards of practice for the profession of surveying and mapping as set forth in Chapter 5J–17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

STEVEN E. BLANKENSHIP P.S.M. #5361
STATE OF FLORIDA

SKETCH OF DESCRIPTION

(UTILITY EASEMENT)

SHEET 2 OF 2



LEGEND:

R	RADIUS
Δ	DELTA/CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE OR PAGES
PC	POINT OF CURVATURE
NT	NON-TANGENT
R/W	RIGHT-OF-WAY
PID	PARCEL IDENTIFICATION NUMBER
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
P.S.M	PROFESSION SURVEYOR AND MAPPER
No.	NUMBER
PC	CHANGE IN DIRECTION

POULOS & BENNETT

a Pape-Dawson company

2602 E. Livingston St., Orlando, FL 32803

7563 Philips Hwy., Suite 303, Jacksonville, FL 32256

Tel. 407.487.2594 www.poulosandbennett.com

Surveying Bus. No. LB 8606

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **2027 Medicare Medical and Pharmacy Plan Options for City Retirees for January 1, 2027 through December 31, 2027**

Department/Office: Human Resources

Recommended Action:

Approve the 2027 Medicare Supplement and Medicare Part D Prescription Drug Plan renewal with Cigna and approve the 2027 Medicare Advantage PPO Plan with RX with Humana for City retirees eligible for Medicare as per the rates detailed in the Summary Explanation.

Summary Explanation & Background:

The City will continue offering the Medicare Supplement Plan N and Medicare Part D Prescription Plan with Cigna and the Medicare Advantage PPO Plan with RX administered by Humana effective January 1, 2027, through December 31, 2027, to retirees who are eligible for Medicare. The renewal for Cigna Medicare Surround (Supplement N) increases the Non-Florida Rates by 5%. Currently, there are 16 enrolled. The renewal rate of $238.01 has increased from the current rate of $226.68. The Cigna Medicare Supplement Plan N Florida renewal rate for 2027 was increased by 13% from the 2026 rate. Currently, there are 140 enrolled. The Health Spring Medicare Part D Pharmacy Only Renewal rate increased by 7.8% from the current rate of $222.32/month to the renewal rate of $239.60/month.

The Humana Medicare Advantage Plan (Medical and Pharmacy coverage) 2027 renewal increased 6.9% to $421.01 PEPM over the current 2026 rate of $393.95. Currently, there are 51 enrolled. Humana Medicare Advantage Plan continues to provide comprehensive medical and prescription drug coverage under a single plan.

Summary

The Medicare retiree products offered through Cigna, Health Spring, and Humana have been filed and approved by the State. These are fully insured Medicare products, and the renewal rates are not subject to negotiation.

Alternatives:
Do not approve the options.

Item Budgeted:
Yes 510-5555-519.45-01

Source/Use of Funds/Budget Book Page:
Fund 510 Fully Insured

Strategic Plan:
Goal 3: Financial Stability

Strategic Plan Impact:
Maintain financial stability while providing the City of Titusville retirees who are Medicare eligible with a healthcare benefit that is cost-efficient for the City and meets the statutory requirements for continuation of coverage.

ATTACHMENTS:
1. Humana Medicare Advantage renewal January 1 2027
2. Cigna - Medicare Surround Plan N (Florida) with PDP
3. Cigna - Health Spring - Non Florida

Humana
City of Titusville
Group Medicare Advantage Renewal
Effective Date: _1/1/2027_____ through __12/31/2027_____

Benefit Category	Current Plan	Renewal Plan
Medical Benefits	2026	2027
Calendar Year Deductible	_$0____	__$0___
Annual Out-of-Pocket Maximum	Combined in and out of network: $1,500___	Combined in and out of network: $1,500_____
Primary Care Visit	__$15__Copay_	__$15__Copay_
Specialist Visit	__$25__Copay__	__$25__Copay_
Emergency Room	__$65__Copay_ Waived if Admitted	__$65__Copay__ Waived if Admitted
Ambulance	100% per date of service Limited to Medicare-covered service___	100% per date of service Limited to Medicare-covered service_____
Inpatient Hospitalization	_100% per admission____	_100% per admission____
Outpatient Surgical	_100%__	_100%___
Skilled Nursing Facility	100% per day (days1-100) Plan pays $0 after 100 days_____	100% per day (days1-100) Plan pays $0 after 100 days_____
Prescription Drug Benefits	Tiers: 1/2/3/4 30 Day Supply	Tiers: 1/2/3/4 30 Day Supply
Rx Tier Copays	_$5/$15/$40/$60____	_$5/$15/$40/$60_____
Catastrophic Coverage	Part D MOOP $2,100____	_Part D MOOP $2,400_____
Premium Information		
Total Monthly Premium	$393.95_____	_$421.01____

City of Titusville
Group Medicare: Cigna Medicare Surround Plan N (Florida)
Effective Date: 1/1/2027 through 12/31/2027

Benefit Category	Current Plan	Renewal Plan
Medical Benefits	2026	2027
Calendar Year Deductible	$283 Part B Deductible	$283 Part B Deductible
Annual Out-of-Pocket Maximum	Unlimited	Unlimited
Primary Care Visit	$20 Per visit	$20 Per visit
Specialist Visit	$20 Per visit	$20 Per visit
Emergency Room	$50 Per visit	$50 Per visit
Ambulance	100% after Plan Deductible	100% after Plan Deductible
Inpatient Hospitalization	0% per admission	0% per admission
Outpatient Surgical	0%	0%
Skilled Nursing Facility	0%	0%
Premium Information		
Total Monthly Premium	See attached rate table	See attached rate table
Prescription Drug Benefits Medicare Part D - **HealthSpring**	Tiers: 1/2/3/4 30 Day Supply	Tiers: 1/2/3/4 30 Day Supply
Rx Tier Copays	$10/$25/$50/$50	$10/$25/$50/$50
Catastrophic Coverage	Part D MOOP $2,100	Part D MOOP $2,400
Premium Information		
Total Monthly Premium	$222.32	$239.60

Florida Rates 2026

Plan N	For Florida Residents Only	For use in 3-Digit Zip Codes 330 - 334	For use in all 3-Digit Zip Codes: Except 330-334
Issue Age	<65	$590.84	$459.67
Issue Age	65-69	$260.28	$202.50
Issue Age	70-74	$313.35	$243.78
Issue Age	75-79	$357.09	$278.81
Issue Age	80+	$405.33	$315.34

Florida Rates 2027

Plan N	For Florida Residents Only	For use in 3-Digit Zip Codes 330 - 334	For use in all 3-Digit Zip Codes: Except 330-334
Issue Age	<65	$667.65	$519.43
Issue Age	65-69	$294.12	$228.82
Issue Age	70-74	$354.08	$275.47
Issue Age	75-79	$403.51	$313.93
Issue Age	80+	$458.02	$356.34

City of Titusville
Group Medicare: Cigna Medicare Surround Plan N (Non-Florida)
Effective Date: 1/1/2027 through 12/31/2027

Benefit Category	Current Plan	Renewal Plan
Medical Benefits	2026	2027
Calendar Year Deductible	$283 Part B Deductible	$283 Part B Deductible
Annual Out-of-Pocket Maximum	Unlimited	Unlimited
Primary Care Visit	$20 Copay	$20 Copay
Specialist Visit	$20 Copay	$20 Copay
Emergency Room	$50 Copay	$50 Copay
Ambulance	100% after Plan Deductible	100% after Plan Deductible
Inpatient Hospitalization	0% per admission	0% per admission
Outpatient Surgical	0%	0%
Skilled Nursing Facility	0%	0%
Premium Information		
Total Monthly Premium	$226.68	$238.01
Prescription Drug Benefits Medicare Part D - **HealthSpring**	Tiers: 1/2/3/4 30 Day Supply	Tiers: 1/2/3/4 30 Day Supply
Rx Tier Copays	$10/$25/$50/$50	$10/$25/$50/$50
Catastrophic Coverage	Part D MOOP $2,100	Part D MOOP **$2,400**
Premium Information		
Total Monthly Premium	$222.32	$239.60

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Funding Transfer for Fire Prevention Services Outsourcing Transition**

Department/Office: Fire and Emergency Services

Recommended Action:

Approve the requested budget transfer from Fire Department Salaries and Benefits to Professional Services to support the transition of in-house fire prevention services to an outside professional service. The transition eliminates four full-time equivalent (FTE) positions, representing approximately $369,427 in annual salary and benefit expenditures. Transferring these savings to Professional Services allows the Department to fund a portion of the contracted prevention services while reducing long-term personnel costs and maintaining continuity of service. This approach provides greater operational flexibility, reduces administrative and staffing burdens, and allows the Department to align resources with current service delivery needs.

Summary Explanation & Background:

The Fire Department is requesting a budget transfer from Salaries and Benefits to Professional Services to align available funding with current departmental expenditures. The transfer is necessary due to the transition of fire prevention services to an outside professional services provider. This adjustment will ensure sufficient funding is available to maintain continuity of service and meet the Department’s contractual obligations without increasing the overall Fire Department budget.

Alternatives:

Do not approve Fire Department budget transfer

Item Budgeted:

Yes

Source/Use of Funds/Budget Book Page:

see attached budget amendment/transfer form

Strategic Plan:

Goal #2 Efficient & Effective Services

Strategic Plan Impact:

This transfer supports efficient service delivery by reallocating existing budget resources to match the Department's current service-delivery model. It provides funding for contracted professional services without increasing the overall Department budget.

ATTACHMENTS:

1. PDCS LLC - Piggyback Letter for Professional Services - Fire & Safety Services - SV26ACS015TB - Contract
2. BA - Fire Prevention Services Contract

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

Piggyback Letter for Professional Services – Fire & Safety Services

September 9, 2026

Paul Smith
Managing Partner
PDCS, LLC
3361 Rouse Rd., Ste 210
Orlando, FL 32817

Dear Mr. Smith:

Pursuant to City of Titusville, Florida procurement regulations, the City of Titusville, Florida and PDCS, LLC., hereby consent to the utilization of the City of Oviedo, Florida Contract RFP23-32: Professional Building Services and Amendment 1 & 2 attached hereto as **Exhibit 1 (the agreement)**. All services shall be in accordance with the terms and conditions of said City of Oviedo, Florida Contract effective June 30, 2023, through May 31, 2028, with two (2) additional one (1) year renewal terms, unless terminated prior to the next renewal through written notice to the original parties.

Funding for future fiscal years shall be limited to the amount of funds approved for this purpose in the adopted City budget for each fiscal year. Except as specifically modified below, the terms and conditions of the City of Oviedo, Florida Contract RFP23-32 Professional Building Services and Amendment 1 & 2 shall apply to City of Titusville, Florida.

1. All references to City of Oviedo shall be replaced with City of Titusville, FL and shall be referred to as "Client."

2. All references to the NaviLine System shall be replaced with the City of Titusville's Enterprise Resource Planning (ERP) system.

3. **Section 2 Scope of Services.**
   This City of Titusville agreement shall only include the scope of services for Fire and Life Safety Inspection / Re-Inspection Services and plans review.

   Add: The City of Titusville may utilize this agreement on an as-needed basis for other services included within the Contractor's scope of services under the underlying contract. Services shall be requested and authorized by the City as needed and shall be performed in accordance with the terms, conditions, scope, and pricing established under the underlying contract

4. **Section 7(l) City Rights and Responsibilities**
   The City of Titusville "may" provide office space when needed and coordinated with the contract manager and Fire Chief.

9/10/26

5. **Section 9 (f): Invoice Process for Work Orders**

(f). Invoices are to be forwarded directly to:

City of Titusville – Fire Department
Lucas Senger, Deputy Chief of Support Services
550 S. Washington Ave.
Titusville, FL 32796

6. **Section 12: Designated Representatives. Update the following:**

(a). The City of Titusville designates the Fire Chief as the designated representative, to resent the City in all technical matters pertaining to and arising from the work and performance of this Agreement. Any administrative matters shall be managed by the City Manager for this Agreement.

(c). All Notice technical in nature shall be sent to the following:

City of Titusville – Fire Department
John Hustoles, Fire Chief
550 S. Washington Ave.
Titusville, FL 32796

7. **Section 17 Action Following Termination.** Add the following:

Upon termination, all records, data files, and other related documents shall be returned to the City within 10 business days. All data files shall be in a standard useable format. At minimum .csv data file.

8. **Section 21 Insurance.**
The City of Titusville is to be specifically included on all certificates of Insurance as an additional insured.
Certificate holder and certificates of insurance shall be sent to:

City of Titusville
Purchasing & Contracts Department
555 S. Washington Avenue
Titusville, FL 32796

9. **Section 24 Access to Records/Audit/Public Records.**
Replace the following provision regarding Public Records Laws:

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.

10. **Section 28: Controlling Laws/Venue/Interpretation.**
Replace Seminole County with Brevard County

11. **Section 31: Notices.**
All Official Notices for the City shall be sent to the following:

City of Titusville
Thomas Abbate, City Manager
555 S. Washington, Ave.
Titusville, FL 32796

9/15/26

AGREED TO BY:

PDCS, LLC
3361 Rouse Rd., Ste 210
Orlando, FL 32817

By: _____
Paul Smith, Managing Partner

Date: 9/10/26

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

By _____
Andrew Connors, Mayor

Date 9-16-26

ATTEST

Wanda Wells, City Clerk

APPROVED AS TO FORM:

Legal Sufficiency
Office of the City Attorney
Anthony Treasure, City Attorney
Date: 9/15/2026

APPROVED AS TO CONTENT:

Thomas Abbate, City Manager
Date: 16 SEP 26

Staff Review & Preparation:

Leslie Rothering, Purchasing & Contracting Administrator — Date 9/10/26

John Hustoles, Fire Chief — Date 9/16/26

Attachments:
Exhibit 1: City of Oviedo RFP#23-32 Management and Amendment 1&2

9/10/26

At their regular meeting on August 19, 2026, the Planning and Zoning Commission recommended approval, 7-0.

This was the first reading. The second reading and the public hearing was scheduled for the regular City Council meeting on September 22, 2026 at 6:30 p.m.

11. OLD BUSINESS

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

No Recommended action. Action at Council's discretion.

Council directed staff to schedule a workshop in lieu of a special recognition and presentations meeting at 5:30 p.m. in two months. The workshop would allow further discussion on desired uses on the Marina Park property and in the Titusville Marina and also allow citizen input.

12. NEW BUSINESS

A. **Resolution No. 21-2026 Canvassing the Returns of the Primary Election**

Approve Resolution No. 21-2026 Canvassing the Returns of the Primary Election on August 18, 2026, for the Office of City Council Seat Nos. One and Five.

Approved as recommended.

B. **Piggyback Contract for Fire Prevention Services**

Approve the piggyback contract and the use of outsourcing for fire prevention services.

Approved as recommended.

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

No action.

14. MAYOR AND COUNCIL REPORTS

A. **Mayor's Report**

Mayor Connors will provide his individual report.

Mayor Connors provided his individual report.

Request Council approval to present a proclamation declaring September 2026 as National Suicide Prevention Month at the Special Recognitions and Presentations Meeting on September 22, 2026 at 5:30 p.m.

Council approved a proclamation declaring September 2026 as National Suicide Prevention Month to be presented at the Special Recognitions and Presentations meeting on September 22, 2026 at 5:30 p.m.



Detail by FEI/EIN Number

Florida Limited Liability Company
PDCS LLC

Filing Information

Document Number	L05000034971
FEI/EIN Number	01-0834165
Date Filed	04/07/2005
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT AND NAME CHANGE
Event Date Filed	12/15/2010
Event Effective Date	NONE

Principal Address

3361 Rouse Rd., Suite 210
ORLANDO, FL 32817

Changed: 03/20/2013

Mailing Address

3361 Rouse Rd., Suite 210
ORLANDO, FL 32817

Changed: 03/20/2013

Registered Agent Name & Address

Smith, Paul
3361 Rouse Rd., Suite 210
ORLANDO, FL 32817

Name Changed: 04/06/2022

Address Changed: 03/20/2013

Authorized Person(s) Detail

Name & Address

Title MGR

KRAFTSOW, MICHAEL
3361 Rouse Rd., Suite 210
ORLANDO, FL 32817

Title MGR

SMITH, PAUL
3361 Rouse Rd., Suite 210
ORLANDO, FL 32817

Title Principal Architect

Dauns, Michele N
3361 Rouse Rd., Suite 210
ORLANDO, FL 32817

Annual Reports

Report Year	Filed Date
2024	02/02/2024
2025	02/05/2025
2026	06/03/2026

06/03/2026 -- ANNUAL REPORT	View image in PDF format
02/05/2025 -- ANNUAL REPORT	View image in PDF format
02/02/2024 -- ANNUAL REPORT	View image in PDF format
03/31/2023 -- ANNUAL REPORT	View image in PDF format
04/06/2022 -- ANNUAL REPORT	View image in PDF format
03/12/2021 -- ANNUAL REPORT	View image in PDF format
04/07/2020 -- ANNUAL REPORT	View image in PDF format
03/20/2019 -- ANNUAL REPORT	View image in PDF format
01/25/2018 -- ANNUAL REPORT	View image in PDF format
05/02/2017 -- ANNUAL REPORT	View image in PDF format
03/08/2016 -- ANNUAL REPORT	View image in PDF format
03/03/2015 -- ANNUAL REPORT	View image in PDF format
03/31/2014 -- ANNUAL REPORT	View image in PDF format
03/20/2013 -- ANNUAL REPORT	View image in PDF format
04/26/2012 -- ANNUAL REPORT	View image in PDF format
04/26/2011 -- ANNUAL REPORT	View image in PDF format
12/15/2010 -- LC Amendment and Name Change	View image in PDF format
03/11/2010 -- ANNUAL REPORT	View image in PDF format
04/16/2009 -- LC Amendment	View image in PDF format
04/07/2009 -- ANNUAL REPORT	View image in PDF format
10/08/2008 -- CORLCMMRES	View image in PDF format
09/05/2008 -- ANNUAL REPORT	View image in PDF format
05/01/2008 -- ANNUAL REPORT	View image in PDF format
06/09/2007 -- ANNUAL REPORT	View image in PDF format

11/09/2006 -- LC Amendment	View image in PDF format
04/18/2006 -- ANNUAL REPORT	View image in PDF format
05/02/2005 -- Amendment	View image in PDF format
04/07/2005 -- Florida Limited Liabilites	View image in PDF format

Florida Department of State, Division of Corporations

CITY OF OVIEDO
AGREEMENT FOR PROFESSIONAL BUILDNG SERVICES
WITH
PDCS, LLC (PDCS)

THIS AGREEMENT made and entered into the 30th day of June, 2023, by and between the City of Oviedo, Florida, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and PDCS, LLC, whose principal and local address is 3361 Rouse Road, Suite 210, Orlando Florida 32817, hereinafter referred to as to as "PDCS". The CITY and PDCS are collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, the CITY desires to retain PDCS for the work identified in RFP #23-32 for the qualifications and services outlined in the RFP; and

WHEREAS, the CITY desires to retain PDCS to provide professional building services, as set forth in the RFP, the Agreement and as may be subsequently specifically set out in Work Orders to be issued under this Agreement; and

WHEREAS, the CITY desires to employ PDCS for the performance necessary to support the activities, programs and projects of the City, and the permitting activities and related activities arising thereunder, upon the terms and conditions hereinafter set forth, and PDCS is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, PDCS hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high-quality services to the CITY; and

WHEREAS, all CITY promulgated RFP documents pertaining to professional building services and all submissions submitted by PDCS in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein; and

WHEREAS, the CITY desires to retain PDCS to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work; and

WHEREAS, this Agreement is not subject to the provisions of *Competitive Negotiations Act*; and

WHEREAS, the CITY desires to use the expertise and knowledge of PDCS; and

WHEREAS, PDCS recognizes the importance to the public of strict adherence to all laws, rules and regulations with particular regard to the *Florida Building Code*, and related codes as adopted by the CITY and as may be required by controlling State law as well as safety procedures and processes, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a). The term "PDCS" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing services under this Agreement.

(b). This Agreement is for professional building services, as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(c). The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.

(d). Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for PDCS certify that he or she, and all signatories collectively, are authorized to bind PDCS fully to the terms of this Agreement.

(e). Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Work Order.

(f). When the term "law" is used herein, said phrase shall include statutes, codes, rules and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(g). It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting PDCS (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. PDCS is to be and shall remain forever an independent PDCS with respect to all services performed under this Agreement.

(h). Persons employed by PDCS in the provision and performance of the services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

(i). No claim for services furnished by PDCS not specifically provided for herein or in a Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF SERVICES.

(a). PDCS shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide services included in the Scope of Services set forth herein and in each subsequently entered Work Order. At a minimum the services provided by PDCS shall include, but not be limited to:

1. Building Plan Review Services
2. Building Inspection Services
3. Fire Plan Review Services
4. Fire Inspection Services
5. Permitting Services
6. Administrative Services
7. Emergency/Disaster Response Services
8. Additional Service/Experience in researching/inspecting plans and issuing permits for shopping malls, hospitals and emergency rooms.

(b). PDCS shall provide the services as generally set forth and described in Agreement and as may be specifically detailed in various Work Orders as may be issued from time-to-time by the CITY.

(c). The scope of services outlined in this Section represents the minimum services expected for each area of service for this Agreement. The services listed are general in nature and are not intended to cover or articulate every duty that is possible in the course of PDCS providing services. Without limiting the generality of the foregoing, PDCS shall accomplish the following services under this Agreement for the compensation as set forth in Section 8(a):

(1). PDCS shall provide qualified and experienced personnel possessing all required certifications under controlling State law. Discipline expertise may be provided by in-house staff or consultant services, but in either case, the requirements for training and certification shall apply. The CITY prefers that all PDCS personnel be in-house staff, however sub-consultants may be allowed in certain circumstances with the prior written approval by the CITY.

The Building Official position shall be part of the in-house staff and will report directly to the Development Services Director, or designee.

(2). PDCS agrees to interview and consider for employment currently employed CITY Building Services employees as part of its personnel providing services to the CITY.

(3). All PDCS building inspection and plans review personnel provided shall be standard licensed building inspectors and/or plans examiners as per Chapter 468, *Florida Statutes*, through the Florida Department of Business and Professional Regulation. A copy of each individual's license shall be provided to the CITY at such times as the CITY may reasonably require.

(4). PDCS shall provide both Residential and Commercial Licensed Inspectors certified in all trades (commercial building, electrical, plumbing, mechanical and 1 & 2 family dwelling).

(5). All PDCS personnel shall be neat and clean in appearance and shall wear visible photo identification at all times providing services to the CITY. PDCS personnel shall keep in their possession CITY- provided identification which memorializes authorization for CITY inspections.

(6). PDCS shall provide uniforms to all of its personnel with its company name thereon for all employees providing services under this Agreement.

(7). All PDCS employees assigned to CITY work shall be physically able to perform all job requirements and conduct themselves in a courteous, positive, and professional manner at all times. Professional and personal conduct of contract staff shall conform to the CITY's personnel policies.

(8). PDCS personnel that do not perform in accordance with the CITY's standards shall be counseled by PDCS or removed at the request of the CITY.

(9). PDCS shall provide background checks for each employee or sub-contractor performing work on this Agreement. Statewide background checks for all states that the employee has resided shall include, at a minimum, driving record, criminal history and legal status to reside and work in the United States.

(10). Building Plan Review Services shall, at a minimum, encompass the following:

(A). Examine, review, and analyze construction drawings, plans and specifications to ensure compliance with adopted local, State and Federal codes, ordinances, policies, rules and regulations.

(B). Process plan review comments and plan review actions through the Naviline System, the E-Plan Software system or similar software.

(C). Establish permit valuations and permit fees based on adopted CITY codes and ordinances.

(D). Attend and participate in meetings relating to plan design data and code compliance.

(E). Respond to code compliance and design criteria inquiries from architects, project managers, engineers, contractors, sub-contractors, property owners, CITY employees and the public.

(F). Conduct research relating to local, State and Federal codes, new legislation and product approvals.

(G). Provide technical assistance to building inspectors.

(H). All plan reviews shall be accomplished in an expeditious manner and provide meaningful comments, if not approved, which comments shall include specific codal references to pertinent codes.

(11). Inspection Services shall, at a minimum, encompass the following:

(A). Process unassigned inspections through the NaviLine System for inspection requests received from the Selectron Automated Inspection System and Click2Gov on-line inspection system.

(B). Assign inspections to inspectors through the NaviLine System.

(C). Research inspection history associated with assigned inspections.

(D). Conduct inspections to ensure compliance with local, state and federal codes, ordinances, policies, rules and regulations.

(E). Process inspection comments and inspection results through the NaviLine System.

(F). Respond to code related inquiries from architects, project managers, engineers, contractors, subcontractors, property owners, CITY employees and the public.

(G). Inspections shall be accomplished the "next business day" and after hour inspections shall be made available.

(H). Structural, mechanical, electrical and plumbing inspections shall be accomplished as requested with the goal of keeping project progressing on schedule.

(I). Inspection results shall be made readily accessible with copies made available at the job site, at the Building Department and by means of accessing computer data.

(J). Volunteer participation in the City Safety Committee performing inspections on City facilities as needed.

(12). Fire Plans Review Services shall, at a minimum, encompass the following:

(A). Examine, review, and analyze construction drawings, plans and specifications to ensure compliance with adopted local, state and federal codes, ordinances, policies and regulations.

(B). Process fire plan review comments and plan review actions through the NaviLine System, the E-Plan Software system or similar software Establish permit valuations and permit fees based on adopted ordinance.

(C). Attend and participate in meetings relating to plan design data and code compliance.

(D). Respond to code compliance and design criteria inquiries from architects, project managers, engineers, contractors, sub-contractors, property owners, city employees and the public.

(E). Conduct research relating to local, state and federal codes, new legislation and product approvals.

(F). Provide technical assistance to fire inspectors and the applicant.

(13). Fire Inspection Services shall, at a minimum, encompass the following:

(A). Assign fire inspections to inspectors through the current inspection software (currently Mobile-Eyes).

(B). Research fire inspection history associated with assigned fire inspections.
(C). Conduct fire inspections on all commercial occupancies annually to ensure compliance with adopted local, state and federal codes, ordinance, policies and regulations.

(D). Process fire inspection comments and fire inspection results through the current inspection software (currently Mobile-Eyes).

(E). Respond to code related inquiries from architects, project managers, engineers, contractors, sub-contractors, property owners, city employees and the public.

(14). Permitting Services shall, at a minimum, encompass the following:

(A). Assist applicants with the permit application process.

(B). Process permit applications through the NaviLine System, the E-Plan Software systems or similar software.

(C). Route and track plan review to all reviewing agencies (i.e. building, electrical, zoning, fire, development review and engineering) through the NaviLine System.

(D). Compile plan review comments and provide to applicant.

(E). Process cash receipts through the NaviLine System.

(F). Reconcile cash receipts and prepare deposit summaries.

(G). Process escrow account deposits, disbursements, and annual fees through the NaviLine System.

(H). Process certificates of occupancy through the NaviLine System.

(I). Coordinate release of power to the appropriate power provider.

(J). Notarize documents.

(K). Respond to permit and inspection related inquires from contractors, property owners, CITY employees and the public.

(L). Research property records.

(M). Research and respond to requests for public records related to permitting and inspections.

(N). Prior to issuing a building permit, PDCS shall ensure that all engineering, utility, zoning, land development, local, state and federal laws, codes, ordinances, rules, regulations and policies are fully met and compliance is attained.

(O). Prepare and maintain records and files.

(15). Administrative Services shall, at a minimum, encompass the following:

(A). Provide administration and enforcement as well as interpretation of local and state codes during all phases of construction.

(B). Prepare monthly reporting for U. S. Department of Commerce Census Bureau.

(C). Prepare monthly reporting for Seminole County Property Appraiser's Office.

(D). Prepare monthly reporting for Seminole County Tax Collector's Office.

(E). Prepare quarterly Performance Management Report.

(F). Administer records retention program as established by the CITY's Records Management Program and State of Florida General Records Schedule GS1-SL.

(G). Update permit application forms and submittal guidelines in accordance with requirements of controlling law as revised from time-to-time.

(H). Perform document imaging of building plans through the Questys and Document Management Systems.

(I). Maintain CITY's website relating to Building Services Division general information, update application forms and submittal guidelines.

(J). Prepare Building Services Division manuals, submittal guidelines, informational brochures, and public notification.

(K). Review and update administrative amendments to the *Florida Building Code*.

(L). Manage damage assessment program and prepare FEMA reporting.

(16). Emergency Disaster Response Services shall, at a minimum, encompass the following:

(A). Hazard mitigation, planning, enforcement implementation/oversight of disaster preventative measures.

(B). Post disaster damage assessments and valuation including, but not limited to, the on-site preparation of required FEMA reports, documentation and with FEMA personnel.

(C). Damage assessment to commence immediately upon the direction of the CITY 's Emergency Operations Center (EOC) within the specified time frames as directed by the EOC and/or local, state or federal disaster response partners.

(D). Identification and mapping of damage locations.

(E). Respond to fire/accident scenes to assess for structural damage, etc., on an around the clock basis.

(d). PDCS shall be responsible for providing all vehicles required to perform the services described in this Agreement with all vehicles being used clearly identified with PDCS' company name and shall reflect highly upon the CITY. Vehicles shall be well maintained to limit breakdowns and possible interruptions to service. All fuels, oils, lubricants, and maintenance of the vehicles or any parts thereof shall be the sole responsibility of PDCS.

(e). Initial staffing level for PDCS shall be as follows; provided, however, that the staffing levels thereafter shall be as determined by PDCS in its sole discretion, such that PDCS shall meet the performance requirements set forth in this Agreement:

(1). One (1) Chief Building Official.
(2). Four (4) Building Inspectors (all multi-licensed).
(3). One (1) Plans Examiner.
(4). Three (3) Permit Technicians/Clerks.
(5). Two (2) Fire Inspectors/Fire Plan Reviewers.

(f). PDCS shall track its performance against the approved service levels as set forth in Attachment "D" to the RFP. PDCS and the CITY shall review performance measures on a monthly basis to take any necessary corrective actions. PDCS will be given a minimum of thirty (30) days to cure any deficiencies to the satisfaction of the CITY said number of days to be in the sole discretion of the CITY. Notwithstanding any

provision of this Agreement to the contrary, the CITY shall have the right to give thirty (30) days notice of termination to PDCS if, in its opinion, core performance measures do not meet agreed upon service level standards. PDCS agrees that it is the intent of this Agreement that the burden of monitoring efficiency shall be on PDCS and not the CITY.

(g). PDCS shall provide to the CITY, on a quarterly basis, proof of compliance of employment laws such as minimum wage requirements, federal tax withholding, etc.

SECTION 3: WORK ORDERS.

(a). The provision of services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and as may be set forth in Work Orders issued on a form provided by the CITY hereunder commencing the provision of services. Additional services to be performed by PDCS to the CITY, shall be authorized in written Work Orders, which are only issued by the CITY on a form provided by the CITY. Work Orders executed by the CITY shall include, at a minimum, a detailed description of the services and a completion schedule. PDCS shall review Work Orders and notify the CITY in writing of asserted inadequacies for the CITY's correction, if determined to be warranted by the CITY. In every case, if work is completed by PDCS without authorization by a Work Order or a Change Order, the CITY is not obligated to compensate PDCS for the unauthorized work.

(b). If the services required to be performed by a Work Order are clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. PDCS shall perform all services required by the Work Order but, in no event, shall PDCS be paid more than the negotiated Fixed Fee amount stated therein.

(c). If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, PDCS shall perform all work required by the Work Order; but in no event, shall PDCS be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(d). If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. PDCS is not authorized to exceed that amount without the prior written approval of the CITY. Said approval, if given by the CITY, shall indicate a new Limitation of Funds amount. PDCS shall advise the CITY whenever PDCS has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(e). For Work Orders issued on a "Fixed Fee Basis", PDCS may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f). For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, PDCS may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g). Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes which shall be prescribed on the face of the Work Order. If the CITY determines that work is substantially complete and the amount retained is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h). For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, PDCS may invoice the amount due for services actually performed and completed. The CITY shall pay PDCS one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(i). Payments shall be made by the CITY to PDCS when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. PDCS shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of PDCS, Work Order number, Contract Number and all other information required by this Agreement.

SECTION 4: PDCS' UNDERSTANDING OF SERVICES REQUIRED.

Execution of this Agreement by PDCS is a representation that PDCS is familiar with the services to be provided and performed and with local conditions. PDCS shall make no claim for additional time or money based upon its failure to comply with this Agreement. PDCS has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services described in this Agreement and to be identified in the Work Orders, and that it is well acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. The execution of this Agreement, the commencement of work under this Agreement as well as the execution of a Work Order shall be an affirmative and irrefutable representation by PDCS to the CITY that PDCS is fully familiar with any and all requisite work conditions of the provisions of the services.

SECTION 5: CHANGE ORDERS.

(a). The CITY may revise the scope of services set forth in any particular Work Order.

(b). Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged work, including all direct and indirect costs of whatever nature, and all adjustments to PDCS's schedule.

SECTION 6: PDCS' ADDITIONAL RESPONSIBILITIES.

(a). PDCS shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all services furnished by PDCS under this Agreement as well as the conduct of its staff, personnel, employees and agents. PDCS shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY's request for such information and the CITY may request and PDCS shall provide employee addresses and drivers' licenses. All PDCS employees shall at all times when performing work wear identification badges which, at a minimum, provides the name of the employee and PDCS. PDCS shall work closely with the CITY on all aspects of the provision of the services. With respect to services, PDCS shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by PDCS under this Agreement. PDCS shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. PDCS's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b). Neither the CITY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and PDCS shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by PDCS's negligent or improper performance or failure to perform any of the services furnished under this Agreement.

(c). The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d). Time is of the essence in the performance of all services provided by PDCS under the terms of this Agreement and each and every Work Order.

(e). PDCS shall ensure that all of its services are directed toward providing for the public safety and are administered in a fair and equitable manner.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a). The CITY shall reasonably cooperate with PDCS in a timely fashion at no cost to PDCS as set forth in this Section.

(b). The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of services under this Agreement as well as any subsequently issued Work Orders; provided, however that City personnel shall not be responsible for any action or activity within the Scope of Services of this Agreement or undertaken by PDCS.

(c). The CITY shall make CITY personnel available where, in the City's opinion, they are required and necessary to assist PDCS. The availability and necessity of said personnel to assist PDCS shall be determined solely at the discretion of the CITY.

(d). The CITY shall examine all of PDCS's services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of PDCS.

(e). The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(f). The CITY shall give written notice to PDCS whenever the CITY's designated representative knows of a development that affects the services provided and performed under this Agreement, timing of PDCS's provision of services, or a defect or change necessary in the services of PDCS.

(g). The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to PDCS based upon the quality of work of PDCS.

(h). The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of PDCS in carrying out the duties and responsibilities deriving from this Agreement.

(i). The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j). Neither the CITY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and PDCS shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by PDCS's negligent or wrongful provision or performance of any of the services furnished under this Agreement.

(k). All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from PDCS's services or have been created during the course of PDCS's performance under this Agreement shall become the property of the CITY after final payment is made to PDCS.

(l). The CITY will provide the required office space and equipment and usage of code books for the services of a plans examiner. For the inspection services, PDCS shall provide all equipment such as vehicles, cell phones, ladders, electrical test equipment and any other items required to complete each inspection. For permitting services, the CITY will provide the required office space and equipment needed to perform the service. Computer equipment used to connect to the CITY's building inspection software will be provided by the CITY.

(m) The CITY's current fee structure for Building Department Services is included as Attachment "B" to the RFP and the City shall be under no obligation to change, alter or modify the fee structure at any time and may do so, or not do so, in its sole and absolute discretion.

SECTION 8: COMPENSATION.

(a). As compensation for the services provided as set forth in the RFP and outlined in Sections 2 and 6 and as otherwise generally set forth in this Agreement, PDCS shall collect fees in accordance with the fee resolution for permitting fees as adopted by the City and in place at the time of execution of this Agreement, as follows:

1. For compensation related to building plan review, inspections, administrative and permitting services, of the fees collected, the CITY shall retain twenty-five percent (25%) of such fees and PDCS shall be paid seventy-five percent (75%) of such fees. The payment to PDCS of said seventy-five percent (75%) of such fees will occur no later than fifteen (15) days following the close of each month and each payment shall be accompanied with such adequate accounting backup to support the disbursement of funds as may be determined to be necessary by the CITY.

2. Compensation for Emergency and Disaster Response Services shall be as set forth in Exhibit "A" and such services shall be authorized by issuance of Work Orders.

3. Compensation for Fire and Life Safety Services, prior to the implementation of the fee resolution beginning on October 1, 2023, shall be as set forth in Exhibit "A" and such services shall be authorized by issuance of Work Orders.

4. PDCS shall collect Fire Construction and Permitting Fees in accordance with the fee resolution to be implemented by the CITY beginning on October 1, 2023. Of such fees collected, the CITY shall retain twenty percent (20%) and PDCS shall be paid eighty percent (80%) of such fees.

5. PDCS shall collect Fire Prevention Fees in accordance with the fee resolution to be implemented by the CITY beginning on October 1, 2023. Of such fees collected, the CITY shall retain ten percent (10%) and PDCS shall be paid ninety percent (90%) of such fees.

6. Compensation for Fire Services After Hours Inspections performed on weekends, holidays, or special events shall be as set forth in Exhibit "A" and such services shall be authorized by issuance of Work Orders.

7. Compensation to PDCS, other than as set forth in Section 8(a) items 1. through 6., shall be as set forth in each Work Order which assigns goods to be provided or services to be accomplished by PDCS .

8. There are no reimbursable expenses to be paid to PDCS except as specifically set forth herein.

SECTION 9: INVOICE PROCESS FOR WORK ORDERS.

(a). Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY.

(b). PDCS will be notified of any disputable items contained in invoices submitted by PDCS within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

(c). The CITY and PDCS will make every effort to resolve all disputable items contained in PDCS's invoices.

(d). Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, and billing period.

(e). The *Florida Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which PDCS completed services referenced in an invoice.

(f). Invoices are to be forwarded directly to:

Finance Department
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a). PDCS shall commence the provision of services as described in this Agreement upon execution of this Agreement and a Notice to Proceed issued by the CITY to PDCS.

(b). PDCS and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Work Orders as described in each Work Order. However, if PDCS is delayed at any time in the provision of services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of PDCS and beyond PDCS's control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that PDCS shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT.

(a). The initial term of this Agreement shall be for a period of five (5) years.

(b). After the initial term, this Agreement shall be automatically renewed on an annual basis for a maximum of two (2) years, for a total not to exceed seven (7) years.

(c). Should the CITY not wish to have this Agreement automatically renewed, the CITY shall provide written notice ninety (90) days prior to the automatic renewal.

SECTION 12: DESIGNATED REPRESENTATIVES.

(a). The CITY designates the Development Services Director as designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b). The Development Services Director, or other designated representative, shall have the following responsibilities:

(1). Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of PDCS;

(2). Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3). Giving prompt written notice to PDCS whenever the CITY official representative knows of a defect or change necessary in the project; and

(4). Coordinating and managing PDCS's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c). Until further notice from the City Manager the designated representative for this Agreement is:

Ms. Teresa Correa, Development Services Director
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

(d). PDCS's designated representative is:

Mr. Paul Smith, Managing Partner
3361 Rouse Road, Suite 210
Orlando, Florida 32817

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a). The CITY may terminate this Agreement or any Work Order for convenience at any time or this Agreement or any Work Order for any one (1) or more of the reasons as follows:

(1). If, in the CITY's opinion, adequate progress to be provided or under a Work Order is not being made by PDCS due to PDCS's failure to perform; or

(2). If, in the CITY's opinion, the quality of the services provided by PDCS is not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and PDCS has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3). PDCS or any employee or agent of PDCS is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by PDCS; or

(4). PDCS becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5). PDCS violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.

(b). In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to PDCS requesting that PDCS show cause why the Agreement or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fifteen (15) calendar days of the date of the letter, the CITY may consider PDCS to be in default, and may then immediately terminate this Agreement or any Work Order in progress under this Agreement. Recurring failures/causes of the same nature shall not result in PDCS being granted additional periods of time within which to cure and such failures/causes may result in immediate termination.

(c). In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by PDCS.

(d). It is recognized that the CITY, at the CITY's option, upon termination by the CITY, may request proposals from PDCS and other service providers for CITY projects and otherwise engaged in such procurement activities as it deems appropriate under the circumstances and in the public interest.

SECTION 14: TERMINATION BY PDCS FOR CAUSE.

(a). PDCS may terminate this Agreement only if the CITY fails to pay PDCS in accordance with this Agreement.

(b). In the event of the cause described in Subsection14(a), PDCS shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to PDCS within ninety (90) days of the

receipt by the CITY of said show cause notice, then PDCS may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a). Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest.

(b). The CITY shall have the right to terminate this Agreement without cause with a minimum of thirty (30) day written notice to PDCS with such period of notice being within the sole discretion of the CITY.

(c). In the event that this Agreement is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(d). This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be continued to completion.

(e). In the event that after the CITY's termination for cause for failure of PDCS to fulfill its obligations under this Agreement it is found that PDCS has not so failed, the termination shall be deemed to have been for convenience and without cause.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by PDCS to the date of termination and any additional services shall be paid to PDCS.

SECTION 17: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

SECTION 18: SUSPENSION.

(a). The performance or provision of PDCS's services under any Work Order or under this Agreement may be suspended by the CITY at any time.

(b). In the event the CITY suspends the performance or provision of PDCS's services hereunder, the CITY shall so notify PDCS in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to PDCS within thirty (30) days all compensation which has become due to and payable to PDCS to

the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to PDCS for the suspended provision of services unless and until the CITY's designated representative notifies PDCS in writing that the provision of the services of PDCS called for hereunder are to be resumed by PDCS.

(c). Upon receipt of written notice from the CITY that PDCS's provision of services hereunder are to be resumed, PDCS shall continue to provide the services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

PDCS agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. PDCS, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 20: INDEMNITY AND INSURANCE.

(a). To the fullest extent permitted by law, PDCS shall indemnify, hold harmless and defend the CITY, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of PDCS, its agents, servants, officers, officials, employees, or subPDCSs. Additionally, PDCS accepts responsibility for all damages resulting in any way related to the performance of work.

(b). In accordance with Section 725.06, *Florida Statutes*, adequate consideration has been provided to PDCS for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged.

(c). Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, *Florida Statutes.*

(d). In claims against any person or entity indemnified under this Section by an employee of PDCS or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for PDCS or its agents or subPDCSs, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(e). The execution of this Agreement by PDCS shall obligate PDCS to comply with the indemnification provision in this Agreement; provided, however, that PDCS shall also comply with the provisions of this Agreement relating to insurance coverages.

(f). PDCS shall submit a report to the CITY within twenty-four (24) hours of the date of any incident resulting in damage or which is reasonably likely to result in a claim of damage.

SECTION 21: INSURANCE.

(a). PDCS shall obtain or possess and continuously maintain the following insurance coverages, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the CITY:

(1). Workers' Compensation insurance shall be maintained by PDCS in accordance with the laws of the State of Florida.

(2). Employers' Liability Insurance shall be maintained by PDCS at limits not less than the following:

(A). $500,000 each accident.
(B). $500,000 disease, each employee.
(C). $500,000 disease, Aggregate.

(3). Comprehensive General Liability Insurance shall be maintained by PDCS with limits not less than the following:

(A). $1,000,000 Bodily Injury & Property Damage-each occurrence.
(B). $1,000,000 Personal & Advertising Injury-each occurrence.
(C). $2,000,000 General Aggregate.
(D). $2,000,000 Products/Completed Operations Aggregates limit.
(E). $ 5,000 Medical Payments.
(F). $ 100,000 Fire Damage Legal Liability.

Coverage shall include Contractual Liability and Independent Contractors Liability.

(4). Automobile Liability Insurance shall be maintained by PDCS with a combined single limit of not less than $1,000,000 Bodily Injury and Property

Damage in accordance with the laws of the State of Florida, as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(5). Professional Liability Insurance shall be maintained by PDCS with a combined single limit of not less than $1,000,000, protecting PDCS against claims of the CITY for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the PDCS.

(6). Other Required Insurance Coverage where unusual operations are necessary to complete the work, as determined by the CITY, such as Longshoremen and Harbor Workers' Exposures, use of aircraft or watercraft, use of explosives, and any high-risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY.

All insurance minimum coverages extend to any subcontractor, and PDCS is responsible for all sub-contractors.

(b). All insurance other than Workers Compensation to be maintained by PDCS shall specifically include the CITY as an additional insured.

(c). PDCS shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement from the CITY. These Certificates of Insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a PDCS shall relieve PDCS of PDCS's full responsibility for performance of any obligation including PDCS's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, *Florida Statutes*, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, PDCS shall, as soon as PDCS has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as PDCS has replaced the unacceptable insurer with insurance acceptable to the CITY, PDCS shall be deemed to be in default of this Agreement.

(d). The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty (30) days prior notice will be given to the CITY by submission of a new Certificate of Insurance.

(e). PDCS shall furnish Certificate of Insurance directly to the City's designated representative. The certificates shall clearly indicate that PDCS has obtained insurance of the type, amount and classification required by this Agreement.

(f). Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY's waiver of sovereign immunity beyond the limits set forth in Section 768.28, *Florida Statutes*.

(g). The CITY shall not be obligated or liable under the terms of this Agreement to any party other than PDCS. There are no third party beneficiaries to this Agreement.

(h). PDCS is an independent contractor and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.

(i). All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 22: E-VERIFY

In accordance with Executive Order 11-116 signed by the Florida Governor on May 27, 2011, as well as other applicable law, PDCS shall be required to utilize the E-verify system, established by the U.S. Department of Homeland Security, to verify the employment eligibility of its employees and any of its subconsultants assigned to perform work on the Project. This is a continuing obligation that applies throughout the duration of the Project, and Consultant acknowledges that any additional personnel, not previously verified, who may be assigned to the Project will be subject to the aforementioned E-verification requirement. Results of the E-verification will be provided to the CITY and remain in PDCS' project records for review by the CITY as requested. Additionally, Consultant shall certify to the CITY, by affidavit, that PDCS has verified through the E-verify system the employment status of each employee and/or subconsultant assigned to work on the Project. Consultant shall be responsible for including this provision in all its' subcontracts issued on regard to this Contract.

SECTION 23: STANDARDS OF CONDUCT.

(a). PDCS warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for PDCS, to solicit or secure this Agreement and that PDCS has not paid or agreed to pay any person, company, corporation, individual or firm other than a *bona fide* employee working solely for PDCS, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b). PDCS shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c). PDCS hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual

relationships of PDCS, or any interest in property that PDCS may have. PDCS further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d). PDCS shall ensure that all taxes due from PDCS are paid in a timely and complete manner including, but not limited to, business tax receipts.

(e). If the CITY determines that any employee or representative of PDCS is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify PDCS, in writing. PDCS shall immediately remove such employee or representative of PDCS from such assignment.

(f). PDCS shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g). PDCS shall certify, upon request by the CITY, that PDCS maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h). If PDCS or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the CITY. PDCS shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i) The CITY reserves the right to unilaterally terminate this Agreement if PDCS refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119*, *Florida Statutes*, and other applicable law, and made or received by PDCS in conjunction, in any way, with this Agreement.

(j). PDCS shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k). The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act* (*INA*). The CITY shall consider the employment by PDCS of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by PDCS of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.

(l). PDCS agrees to comply with Federal, State, and Local environmental, health, and safety laws and regulations applicable to the services provided to the CITY. PDCS agrees that any program or initiative involving the work that could adversely affect

any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m). PDCS shall ensure that all services are provided to the CITY after PDCS has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(n). If applicable, in accordance with Section 216.347, *Florida Statutes*, PDCS shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o). PDCS shall advise the CITY in writing of who has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(p). PDCS shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

SECTION 24: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a). PDCS shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b). PDCS shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance of services under this Agreement and date of final payment for said services, or date of termination of this Agreement.

(c). The CITY may perform, or cause to have performed, an audit of the records of PDCS before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to PDCS and the CITY subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to PDCS may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to PDCS. Conduct of this audit shall not delay final payment as required by this Section.

(d). In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the County of Seminole, or any

representatives, shall have access to any books, documents, papers, and records of PDCS which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e). In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, PDCS shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f). PDCS agrees to fully comply with all State laws relating to public records.

(g). PDCS agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

(h) PDCS agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, PDCS must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, 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 term of this Agreement and following completion of this Agreement if PDCS does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of PDCS or keep and maintain public records required by the City to perform the service. If PDCS transfers all public records to the City upon completion of this Agreement, PDCS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PDCS keeps and maintains public records upon completion of this Agreement, PDCS 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, and (5). If PDCS does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and PDCS shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify PDCS of the request, and PDCS must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by PDCS to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. PDCS shall promptly provide the City with a copy of any request to inspect or copy public records in possession

of PDCS and shall promptly provide the City with a copy of PDCS's response to each such request.

PDCS agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S (PDCS') DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 971-5504, ELIANNE RIVERA, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, ERIVERA@CITYOFOVIEDO.NET.

SECTION 25: CODES AND DESIGN STANDARDS.

(a). All services to be provided for performed by PDCS shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(b). PDCS shall be responsible for keeping apprised of any changing laws, applicable to the services to be performed under this Agreement.

SECTION 26: ASSIGNABILITY.

(a). PDCS shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b). PDCS agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 27: SUBCONTRACTORS.

(a). Any of PDCS's proposed subcontractors shall be submitted to the CITY for written approval prior to PDCS entering into a subcontract. Subcontractors information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(b). PDCS shall coordinate the provision of services and work product of any CITY approved subcontractors, and remain fully responsible for such services and work under the terms of this Agreement.

(c). Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of PDCS's duties commensurately with PDCS's duties to the CITY under this Agreement, it being understood that nothing herein shall in any way relieve PDCS from any of its duties under this Agreement. PDCS shall provide the CITY with executed copies of all subcontracts.

(d). PDCS shall reasonably cooperate at all times with the CITY and other CITY contractors and professionals.

SECTION 28: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a). This Agreement is to be governed by the laws of the State of Florida.

(b). Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

(c). This Agreement is the result of *bona fide* arms length negotiations between the CITY and PDCS and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 29: *FORCE MAJEURE*.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 30: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a). This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and PDCS and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b). This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c). Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 31: NOTICES.

(a). Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

Ms. Teresa Correa, Development Services Director
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

For PDCS:

Mr. Paul Smith, Managing Partner
3361 Rouse Road, Suite 210
Orlando, Florida 32817

(c). Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. PDCS agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of PDCS to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 32: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 33: NO GENERAL CITY OBLIGATION.

(a). In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b). PDCS shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

SECTION 34: EXHIBITS.

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

SECTION 35: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 36: SEVERABILITY/CONSTRUCTION.

(a). If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b). All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 37: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a). In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b). PDCS agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the

CITY in alternative dispute resolution procedures or which PDCS had knowledge and failed to present during the CITY procedures.

(c). In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 38: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Council taking action on the 30th day of June 2023, and PDCS signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

Christina Greear
Christina Greear (May 30, 2023 12:07 EDT)

Christina Greear

PDCS, LLC

By: Paul C. Smith
Paul C. Smith (May 30, 2023 12:11 EDT)

Paul Smith, Managing Partner

Date: May 30, 2023

ATTEST:

Elianne Rivera
Elianne Rivera (May 30, 2023 12:30 EDT)

Elianne Rivera, City Clerk

CITY OF OVIEDO

By:

Bryan Cobb, City Manager

Date: May 30, 2023

For the use and reliance of the City of Oviedo only. Approved as to form and legal sufficiency.

David Hall
David Hall (May 29, 2023 21:10 EDT)

David Hall, Assistant City Attorney

EXHIBIT A

1. **Additional Services Building Department**

   Damage Assessment services completed at the direction of the City's Emergency Operations Center, after a natural disaster, will be performed on an hourly rate plus inspector's expenses.

   This fee does not apply to damage assessment after a fire or traffic incident.

   All hourly rates will be billed in one-hour increments unless otherwise specified.

   a. EOC Damage Assessment Inspections $96 per hour plus expenses
   b. EOC Clerical Support $55 per hour
   c. After Hours Inspections $150 per hour (2-hour minimum)

   After hours inspection rates apply for inspections performed outside of the following hours 8:00am to 5:00pm each day, as well as on weekends, holidays, or special events.

2. **Fire and Life Safety Services**

   Hourly fees for all fire and life safety services in the City of Oviedo including fire plan review and fire inspection services until the implementation of the fees beginning on October 1, 2023.

   All hourly rates will be billed in one-hour increments unless otherwise specified.

   a. Fire Plan Review $88 per hour
   b. Fire Inspections $88 per hour

PDCS will continue to provide building permit fee modifications after Natural Disasters and Catastrophic Events as allowed by Florida Statute. These modifications may vary depending on the nature of the event including waived fees or discounted fees.

Res4329-23 Ex1 PDCS Agreement for Professional Building Services

Final Audit Report 2023-05-30

Created:	2023-05-26
By:	Jacqueta Scott (jscott@cityofoviedo.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR9oeELzSLmcaiVJrfM2zLu6NMQxvmE00

"Res4329-23 Ex1 PDCS Agreement for Professional Building Services" History

Document created by Jacqueta Scott (jscott@cityofoviedo.net)
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Document e-signed by David Hall (dwhall@stenstrom.com)
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Signer cgreear@pdcsllc.com entered name at signing as Christina Greear
2023-05-30 - 4:07:04 PM GMT- IP address: 71.43.174.242

Document e-signed by Christina Greear (cgreear@pdcsllc.com)
Signature Date: 2023-05-30 - 4:07:06 PM GMT - Time Source: server- IP address: 71.43.174.242

Document emailed to psmith@pdcsllc.com for signature
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2023-05-30 - 4:10:05 PM GMT- IP address: 71.43.174.242

Adobe Acrobat Sign

Signer psmith@pdcsllc.com entered name at signing as Paul C. Smith
2023-05-30 - 4:11:30 PM GMT- IP address: 71.43.174.242

Document e-signed by Paul C. Smith (psmith@pdcsllc.com)
Signature Date: 2023-05-30 - 4:11:32 PM GMT - Time Source: server- IP address: 71.43.174.242

Document emailed to Bryan Cobb (bcobb@cityofoviedo.net) for signature
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2023-05-30 - 4:22:33 PM GMT- IP address: 68.208.87.162

Document e-signed by Bryan Cobb (bcobb@cityofoviedo.net)
Signature Date: 2023-05-30 - 4:22:56 PM GMT - Time Source: server- IP address: 68.208.87.162

Document emailed to Elianne Rivera (erivera@cityofoviedo.net) for signature
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Email viewed by Elianne Rivera (erivera@cityofoviedo.net)
2023-05-30 - 4:27:46 PM GMT- IP address: 68.208.87.162

Document e-signed by Elianne Rivera (erivera@cityofoviedo.net)
Signature Date: 2023-05-30 - 4:30:32 PM GMT - Time Source: server- IP address: 68.208.87.162

Agreement completed.
2023-05-30 - 4:30:32 PM GMT

Adobe Acrobat Sign

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT is made and entered into this 27th day of February 2024, and is to that certain Agreement made and entered into on the 5th June, 2023, between **PDCS, LLC.**, whose address is **3361 Rouse Road # 210, Orlando, FL 32817** hereinafter referred to as "CONTRACTOR" and the **City of Oviedo**, a Florida Municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as "CITY".

WHEREAS, the CONTRACTOR and CITY entered into the above referenced Agreement on 6/5/2023 for RFP Professional Building Services Plant Chemicals; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

SECTION A. AMENDMENT. Section 17: Standards of Conduct, of the Agreement, is amended to add the following provision:

(r) Prohibition Against Contracting with Scrutinized Companies: Pursuant to Florida Statutes Section 287.135, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725 or that is engaged in the boycott of Israel is prohibited. The Consultant must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars ($1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. The Consultant must submit the certification that is attached to this agreement as Attachment "A". Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error, then the City shall have the

right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 287.135(5)(a).

SECTION B. NO OTHER AMENDMENT. Except as herein modified, all terms and conditions of the underlying Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

Corporate Attesting Official

PDCS, LLC.

Paul C. Smith Managing Partner
Name, Title

Date: 2/26/2024

ATTEST:

Elianne Rivera (Nov 27, 2024 08:48 EST)
Elianne Rivera, City Clerk

CITY OF OVIEDO

Bryan Cobb (Feb 26, 2024 17:08 EST)
Bryan Cobb, City Manager

Date: Feb 26, 2024

Attachment A

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: PDCS, LLC

FEIN: 01-0834165

Authorized Representative Name and Title: Paul Smith, Managing Partner

Address: 3361 Rouse Rd. Suite 210

City: Orlando State: FL Zip: 32817

Phone Number: 407-277-9795 Email Address: psmith@pdcsllc.com

Certified By: Paul Smith Managing Partner

Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

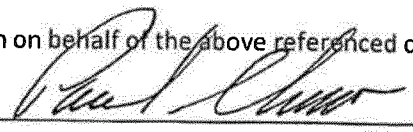
Authorized Signature: 

EXHIBIT 1

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL BUILDING SERVICES

THIS SECOND AMENDMENT is made and entered into this 6th day of May, 2024 and is to that certain Agreement made and entered into on the 5th day of June, 2023, between **PDCS, LLC,** whose address is **3361 Rouse Road, Suite 210, Orlando, Florida 32817**, hereinafter referred to as "**PDCS**" and the **City of Oviedo**, a Florida, a municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as "CITY".

WHEREAS, PDCS and the CITY entered into the above referenced Agreement on June 5, 2023 for Professional Building Services; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

SECTION A. AMENDMENT. Section 2: Scope of Services, Item (c)(12)(A) of the Agreement is revised to read as follows:

> (A). Examine, review, and analyze construction drawings, site plans and specifications to ensure compliance with adopted local, state and federal codes, ordinances, policies and regulations.

SECTION B. AMENDMENT. Section 2: Scope of Services, Item (c)(13) of the Agreement is amended to add the following:

> (F) Provide an invoice for the fire inspection/re-inspection via current software to all commercial occupancies upon completion of each inspection through the current inspection software (currently Mobile-Eyes).

SECTION C. AMENDMENT. Section 8: Compensation, Item (a)(5) of the Agreement is revised to read as follows:

> (5). PDCS shall be compensated for performing all annual life safety inspections and re-inspections via an established hourly rate as set forth in Exhibit A: Section 2: Fire and Life Safety Services, of the agreement. The CITY shall retain all revenue from invoiced/collected inspection fees associated with annual life safety inspection and re-inspections.

SECTION D. AMENDMENT. Exhibit A: Section 2: Fire and Life Safety Services, of the Agreement is revised to read as follows:

2. Fire and Life Safety Inspections/Re-Inspection Services

Effective May 1, 2024, all hourly rates will be billed in one-hour increments unless otherwise specified.

a. Fire Inspections/Re-Inspections $88 per hour
b. After Hours Inspections $150 per hour (2 hour minimum)

SECTION E. NO OTHER AMENDMENT. Except as herein modified, all terms and conditions of the underlying Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

Christina Greear

PDCS, LLC

Paul C. Smith
Paul C. Smith (May 3, 2024 11:39 EDT)

Paul Smith, Managing Partner

Date: May 3, 2024

ATTEST:

Elianne Rivera (May 6, 2024 11:51 EDT)

Elianne Rivera, City Clerk

CITY OF OVIEDO

Bryan Cobb (May 6, 2024 11:40 EDT)

Bryan Cobb, City Manager

Date: May 6, 2024

For the use and reliance of the City of Oviedo only. Approved as to form and legal sufficiency.

Julianna Ross
Julianna Ross (May 3, 2024 14:15 EDT)

Julianna Ross, Assistant City Attorney

Budget Amendment/Transfer Form

Source of Funds:
FY2027

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
001-0901-522.12-01		Personnel Services / Regular Saleries & Wages	$ (236,937)	Budget Transfer
001-0901-522.15-10		Special Pay / Education Incentive	$ (18,099)	Budget Transfer
001-0901-522.15-60		Special Pay / Insurance Opt Out	$ (1,200)	Budget Transfer
001-0901-522.21-01		FICA Taxes	$ (19,602)	Budget Transfer
001-0901-522.22-10		Retirement Contributions / General Employees	$ (23,434)	Budget Transfer
001-0901-522.22-11		Retirement Contributions / City DC Contribution	$ (1,843)	Budget Transfer
001-0901-522.22-20		Retirement Contributions / Police & Fire Pension	$ (18,064)	Budget Transfer
001-0901-522.22-22		Retirement Contributions / P&F City DC Contributions	$ (3,198)	Budget Transfer
001-0901-522.23-01		Group Health Insurance / Health Insurance	$ (44,606)	Budget Transfer
001-0901-522.23-02		Group Health Insurance / Life Insurance	$ (852)	Budget Transfer
001-0901-522.26-01		OPEB / City Contribution	$ (1,591)	Budget Transfer
		Total	**$ (369,427)**	

Use of Funds:
FY2027

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
001-0901-522.31-01		Professional Services	$ 369,427	Budget Transfer
				Budget Transfer
		Total	**$ 369,427**	

Input Name:	Budget Office Approval:	Notes:
		The Fire Prevention Services Contract was approved by Council on 9/8/26. The Fire Department will be taking this Budget Adjustment to council on 10/13/26 to move the staff cost out of the City Personnal accounts and into the Professional Services account to cover cost of the contract.
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: **Broad Street Streetscape and Improvements Project — AECOM Change Order No. 1**

Department/Office: Community Development

Recommended Action:

Approve AECOM Change Order No. 1 in the lump sum amount of $191,454.63 for additional design services associated with the Broad Street Streetscape and Improvements Project, and authorize the City Manager to execute the change order, subject to review and approval by the City Attorney and confirmation of available funding. Approve a budget amendment to recapture budgeted fund from FY26.

Summary Explanation & Background:

Broad Street Improvements is a signature project in the 2022 Adopted CRA Plan. The proposed streetscape would connect the Indian River waterfront and Veterans Memorial Park with downtown and the FEC Railway corridor. Its curbless design, wider pedestrian areas, landscaping, and flexible space for community events are intended to strengthen Broad Street's identity and encourage private investment and redevelopment.

Throughout the project's public and stakeholder input meetings, under grounding the existing overhead electric lines was identified as a desired project element. Participants expressed interest in reducing visual clutter along Broad Street and creating a more attractive setting for pedestrians, businesses, and community events. Underground utility conversion, however, was not included in AECOM's original design scope.

At the September 8, 2026 joint meeting, the CRA Board and City Council reviewed AECOM's conceptual design and authorized staff and AECOM to proceed to the next phase of design. To evaluate and incorporate underground utility conversion into that work, AECOM submitted Change Order No. 1, dated August 27, 2026, in the lump-sum amount of $191,454.63.

The additional services include coordination with FPL; evaluation of underground utility routes, transformer locations, and service connections; and related design coordination for communications, lighting, CCTV, crossings, and way finding. This work would allow the underground conversion to be addressed alongside the other streetscape elements as design plans advance.

Alternatives:
As the Board desires.

Item Budgeted:
See attached Budget Adjustment

Source/Use of Funds/Budget Book Page:
104-5555-515.65-00 CR2603

Strategic Plan:
City of Titusville FY 2026 Strategic Goals and Objectives

Goal and objective	Application to the underground electric design
Goal 1: Quality of Life — b. Enhance physical appearance of city, including entryways	Designing the conversion of overhead lines to underground facilities supports a more attractive Broad Street streetscape.
Goal 1: Quality of Life — f. Encourage a vibrant downtown and the arts	The design supports Broad Street's planned use as a downtown gathering and event space.
Goal 2: Efficient & Effective — a. Commit to funding Capital Improvement Plan, including infrastructure	The change order advances design of an infrastructure component of the Broad Street Improvements project.
Goal 4: Economic Development — c. Continue redevelopment efforts to eliminate blight and revitalize empty buildings	The improved streetscape is intended to support reinvestment and redevelopment along Broad Street.

2022 Adopted CRA Plan

Numbered goal, objective, or policy	Application to the underground electric design
Goal 5.2 – Create a visually unified CRA	Underground utility design supports a more coordinated appearance for the Broad Street public realm.
Objective 5.2.1 – Utilize a consistent design theme for public realm improvements.	Utility conversion can be coordinated with the planned streetscape design.
Policy 5.2.1.1 – Utilize a consistent design theme for street furnishing, light-poles, mast-arms, signal boxes, signage, hardscape, and streetscape throughout the CRA.	The added design services coordinate underground facilities with lighting and

	other streetscape elements.
Goal 5.5 – Improve public amenities on Main Street and Broad Street	The design advances improvements to Broad Street as a public gathering area.
Policy 5.5.1.1 – Evaluate opportunity sites in the CRA for the potential location of an outdoor public gathering space within the Downtown area. This could include the consideration of redesigning Main Street, Julia Street and/or Broad Street as Festival Streets.	Underground utility design can be incorporated into Broad Street's proposed flexible event space.
Goal 6.1 – Promote a sense of place, safety, and walkability	The proposed conversion supports the project's intended streetscape character.
Policy 6.1.1.3 – Prioritize bicycle and pedestrian infrastructure improvements within the CRA such as streetscape projects, trail connections, crosswalks, street lighting and sidewalk installations/expansions within the Community Redevelopment Plan and Annual Budget.	The utility work would be designed as part of the broader Broad Street streetscape project.
Goal 6.3 – Facilitate the provision of amenities to support the use of public and outdoor spaces.	Underground utility planning supports coordination of power and lighting for public use of Broad Street.
Objective 6.3.1 – Support the City's efforts in providing utility and infrastructure improvements that support public events and the use of outdoor and public spaces within the CRA.	This directly relates to the proposed underground utility design.

Strategic Plan Impact:

The proposed change order advances the Broad Street Improvements project by incorporating underground electric utility design into the next phase of streetscape plans. It supports the City's FY 2026 objectives to enhance the city's physical appearance, encourage a vibrant downtown, fund infrastructure improvements, and continue redevelopment efforts. It also advances the 2022 Adopted CRA Plan's goals for a visually unified CRA, improved public amenities on Broad Street, and utility infrastructure that supports public events and outdoor spaces.

ATTACHMENTS:

1. City of Titusville Broad Street_Change Order #01_20260827
2. AECOM Continuing Consultant Services CO23Q006
3. AECOM TO 009 C 1

4. BA - CRA Broad Street Streetscape Project

PROJECT UNDERSTANDING

The City of Titusville and its Community Redevelopment Agency (CRA) are working with AECOM on a redevelopment project to transform Broad Street into a vibrant, multi-functional festival street extending from Lemon Avenue South to Veterans Memorial Park.

As part of the continued project development, the City has requested additional services related to underground utility conversion, enhanced site lighting, communications infrastructure, CCTV systems, pedestrian safety improvements, and wayfinding/signage elements throughout the corridor. These improvements are intended to enhance public safety, support festival operations, improve aesthetics, strengthen corridor identity, and provide reliable utility infrastructure for future development.

Task 1 Project Administration

AECOM will provide overall project management and multidisciplinary coordination throughout the duration of the additional services. Project management activities will include:

a) scope, schedule, and budget management under this Change Order.
b) Internal team coordination among electrical, communications/CCTV, pedestrian safety, wayfinding/signage, landscape architecture, civil engineering, and other project disciplines
c) facilitation of up to three (3) meetings and communications with the City, CRA, utility providers, and regulatory agencies
d) preparation of meeting agendas and documentation
e) tracking and incorporation of review comments
f) quality assurance/quality control oversight to ensure that all design elements are coordinated and integrated into a cohesive construction document package

Project management efforts will continue supporting coordination activities through the final design phase

Task 2 30% Design Phase (Schematic Design)

a. Electric

- Conduct one (1) site examination to document existing overhead electrical distribution systems, pole-mounted transformers, and service connections.
- Identify potential underground utility corridors and pad-mounted transformer locations.
- Evaluate impacts on existing tenants and utility distribution systems.
- Coordinate initial discussions with Florida Power & Light (FPL) and other applicable utility providers regarding underground conversion requirements.
- Develop preliminary utility relocation concepts and phasing strategies.
- Develop preliminary underground electrical distribution layouts.
- Identify proposed duct bank routes, transformer locations, and service connection strategies.
- Develop preliminary power distribution phasing plans.
- Establish utility coordination requirements and service transition concepts.
- Identify tenant power migration requirements.

b. Communications / CCTV

- Conduct one (1) site examination to document existing overhead telecommunications and cable infrastructure.
- Identify existing communication service providers and tenant service connections.
- Develop preliminary concepts for underground communications distribution and tenant service transitions.
- Evaluate potential CCTV system coverage areas and control room locations.
- Coordinate preliminary discussions with communications service providers.
- Develop preliminary underground communications duct bank layouts.
- Establish preliminary demarcation point locations and distribution routes.
- Develop preliminary CCTV camera locations and coverage concepts.
- Confirm recommended control system location.

c. Pedestrian Safety

- Evaluate the site for pedestrian safety improvement needs within and adjacent to FDOT rights-of-way.
- Review existing crossing conditions at US-1 and South Hopkins Avenue.
- Identify opportunities for pedestrian safety enhancements including:
    - Rectangular Rapid Flashing Beacons (RRFBs)
    - High-visibility crosswalks
    - Signing and pavement marking improvements
    - Lighting enhancements
    - ADA-compliant curb ramps
- Establish coordination requirements with FDOT and City staff.
- Develop preliminary safety improvement layouts.
- Identify RRFB locations and crossing enhancement concepts.
- Coordinate preliminary safety improvements with roadway geometry, landscape architecture, lighting, and signage elements.
- Prepare preliminary concepts for FDOT crossing modifications.

d. Wayfinding & Signage

- Conduct a meeting to establish aesthetic preferences and branding objectives.
- Prepare two (2) conceptual sign family concepts incorporating:
    - Directional signage
    - Identity signage
    - Gateway entrance signage
    - Loading zone warning signage
- Present concepts to the Client for review and selection.
- Prepare preliminary sign location plans and sign schedules.
- Refine the selected sign family for integration with overall project improvements.

Client Review Comments - Once the Schematic Design (30%) is submitted, AECOM will allow 2 weeks for City to review and provide AECOM with one (1) set of consolidated written comments, and these comments will be addressed in the next 60% design phase.

Deliverable

- One (1) Schematic Design (30%) Package (digital submission)

Task 3: 60% Design Phase (Design Development)

AECOM will prepare intermediate construction documents suitable for agency and client review.

a. Electrical
- Prepare underground electrical utility plans.
- Identify transformer layouts, conduit routing, and service connection plans.
- Identify utility provider requirements within project documents.
- Prepare detailed utility relocation phasing plans to maintain service continuity.
- Incorporate utility coordination requirements into project drawings.

b. Communications/CCTV
- Prepare telecommunications duct bank plans and service distribution layouts.
- Document CCTV system layouts including:
  - Camera locations
  - Conduit routing
  - Equipment locations
  - Communications pathways
- Coordinate communications service transitions and utility requirements.

c. Pedestrian Safety
- Prepare roadway crossing improvements.
- Design RRFB systems and associated infrastructure.
- Document crosswalk, signing, pavement marking, and curb ramp improvements.

d. Wayfinding & Signage
- Incorporate client comments from Concept Design.
- Prepare sign location plans, sign schedules, and technical specifications.

Client Review Comments - Once the 60% Design package is submitted, AECOM will allow 2 weeks for City to review and provide AECOM with one (1) set of consolidated written comments, and these comments will be addressed in the next final design phase.

Deliverables

- Design scope identified above to be incorporated into the original scopes 60% Construction Document Package (digital submission)

Task 4 Final Design Phase (Construction Documents)

AECOM will incorporate review comments and advance the design documents toward final completion.

a. Electrical

- Finalize utility relocation design.
- Refine underground distribution systems and utility coordination requirements.
- Incorporate utility review comments.
- Prepare Final design documentation for electrical engineering components.

b. Communications/CCTV

- Finalize communications distribution systems.
- Refine CCTV infrastructure design and equipment layouts.
- Incorporate utility and client review comments.
- Prepare final design documentation for communications/CCTV components.

c. Pedestrian Safety

- Incorporate City and informal FDOT review comments.
- Refine crossing improvements and safety treatments.
- Verify compliance with applicable FDOT standards and requirements.
- Prepare final design documentation for pedestrian safety improvements.

Client Review Comments - Once the Final Design package is submitted, AECOM will allow 2 weeks for City to review and provide AECOM with one (1) set of consolidated written comments, and these comments will be addressed in one updated revision to produce the Final Design package.

Deliverable

- Design scope identified above to be incorporated into the original scopes Final Construction Document Package (digital submission)

ASSUMPTIONS

- Utility providers will furnish available as-built documentation for evaluation of existing electrical power, telecommunications, and cable television infrastructure.
- Coordination with utility providers is limited to 2 drawing submissions and 3 coordination meetings.
- AECOM will be granted access to all utility points, service entrances, and building termination points during scheduled site visits.
- The City and/or Contractor will coordinate tenant notifications regarding planned outages and service interruptions.
- Existing restroom facilities located at the east end of Broad Street are anticipated to serve as the control location for lighting and CCTV systems, pending field verification.
- Logos and branding elements required for wayfinding and signage design will be provided by the Owner in digital vector format.
- All submittals and reviews will be electronic.
- One (1) consolidated review comment package will be provided by the Client at each review milestone.
- One (1) informal FDOT review is included.
- Design will be based on available survey and utility information provided to COM.
- All signs will be prepared in English only.

EXCLUSIONS

- Utility provider design services beyond standard coordination.
- Utility provider fees, permit fees, application fees, service fees, and construction costs.
- Detailed building electrical modifications beyond utility service connection points.
- Relocation design of utilities outside the project limits.
- Digital displays, electronic signs, or programmable message boards.
- Temporary signage or construction signage.
- Branding, logo creation, or marketing design services.
- Foreign language translations.
- Shop drawings, fabrication drawings, or sign manufacturing drawings.
- Prototype fabrication or prototype inspections.
- Construction staking or surveying services.
- As-built preparation and record document production.
- Additional agency reviews beyond those specifically identified herein.
- Significant owner-directed redesign following approval of the 60% design submittal.
- Environmental studies, geotechnical investigations, subsurface utility engineering (SUE), or utility potholing.
- Permit acquisition services.
- In-person meetings (unless defined in the scope above)
- Units other than Imperial.
- Resident engineering, full-time site observation, or construction inspection services unless separately authorized.
- Cost Estimates

PROJECT SCHEDULE

The above scope will be incorporated into the overall design schedule of the original proposal, starting with Schematic design.

Change in CONSULTANT's Compensation:

The Services set forth in this Change Order will be compensated on the following basis:

Lump Sum $191,454.63

Milestone/Deliverable & Date	Payment Amount
Task 1 - Project Administration	$ 35,960.00
Task 6 – 30% Design Documents	$ 45,580.00
Task 7 – 60% Construction Documents	$ 62,345.00
Task 8 – Final Construction Documents	$ 42,900.00
Direct Expenses	$ 4,669.63

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

January 14, 2026

Mrs. Jennifer Lyons, P.E., Associate VP Water Business Line
AECOM Technical Services, Inc.
150 N. Orange Ave, Suite 200
Orlando, FL 32801

RE: 1st Contract Renewal – CO23Q006TB_AECOM
Continuing Consulting Utility Services Projects

Dear Mr. Lyons,

In accordance with the referenced contract dated April 14th, 2023, between the City of Titusville and AECOM Technical Services, Inc, the City is hereby exercising the first (1) one-year administrative renewals. The term of the contract is hereby extended to **April 13th, 2027**.

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

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

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

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

City of Titusville

Leslie Rothering
Purchasing & Contracting Administrator

AECOM Technical Services, Inc

Jennifer Lyons
Vice President

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

INTEROFFICE MEMORANDUM

RECEIVED
APR 11 2023
By

TO: William S. Larese, City Manager

FROM: Tracy Bailey, Procurement Contracts Coordinator.

SUBJECT: **Execution: Contract# CO23Q006 – Continuing Consulting Utility Services Projects – AECOM Technical Services, Inc.**

DATE: **APRIL 11, 2023**

Please find attached Contract# CO23Q006 for continuing consulting utility services project between the City and AECOM Technical Services, Inc. The contract was approved by Council on March 14, 2023.

Please sign and have the Mayor sign the contract. Also, have the City Clerk attest and return the contract to my office for distribution.

Thank you.

TB/jd

_X_ Scan to Active Contracts
___ Scan to Work Orders, Change Orders & Amendments
____Do not Scan

Contractor Name **AECOM Technical Services, Inc.**
Contract Name **Continuing Consulting Utility Services Projects**
Contact Number **CO23Q006**
Date Scanned to Laserfiche 4-18-2023
Scanned by Lisa Muttail

CERTIFICATE

Contract Execution Authorization

I HEREBY CERTIFY that a meeting of the Board of directors of AECOM Technical Services, Inc., corporation under the laws of the State of California held on the 25th day of Oct. 2022, the following resolution was duly passed and adopted:

"RESOLVED, that Jennifer Lyons, PE, Authorized Signatory, as Associate Vice President, Water Business Line (title) of the corporation, is hereby authorized to execute the contract TBD day of TBD, 2022, between the CITY OF TITUSVILLE, a municipal corporation, and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 3rd day of November, 2022.

Armond Tatevossian, Secretary

Notary Public Information

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 3rd day of November, 2022 (year), by Armond Tatevossian (name of person acknowledging).

DEBORAH L. WILLIAMS MY COMMISSION EXPIRES MAY 7, 2025 HH 081247 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Deborah L. Williams

(Signature of Notary Public - State of Florida)

Deborah L. Williams

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

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____



Detail by FEI/EIN Number

Foreign Profit Corporation
AECOM TECHNICAL SERVICES, INC.

Cross Reference Name

EARTH TECH, INC.

Filing Information

Document Number	F95000004014
FEI/EIN Number	95-2661922
Date Filed	08/21/1995
State	CA
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	08/20/2020
Event Effective Date	NONE

Principal Address

300 South Grand Avenue, 9th Floor
Los Angeles, CA 90071

Changed: 01/19/2021

Mailing Address

300 South Grand Avenue
9th Floor
Los Angeles, CA 90071

Changed: 04/05/2018

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title President, Director

Crane, Matthew
300 South Grand Avenue, 9th Floor
Los Angeles, CA 90071

Title Treasurer, Director

Hall, Allison
300 South Grand Avenue, 9th Floor
Los Angeles, CA 90071

Title Secretary, Director

Tatevossian, Armond
300 South Grand Avenue, 9th Floor
Los Angeles, CA 90071

Title Authorized Signatory

Blanchard, Mark
300 South Grand Avenue, 9th Floor
Los Angeles, CA 90071

Title Director, CEO

Jensen, Karl
300 South Grand Avenue, 9th Floor
Los Angeles, CA 90071

Title Financially Responsible Officer

Alfonso , Juan
300 South Grand Avenue, 9th Floor
Los Angeles, CA 90071

Title Authorized Signatory

Tronel , Claire
300 South Grand Avenue, 9th Floor
Los Angeles, CA 90071

Title Authorized Signatory

Capestany, Pedro
300 South Grand Avenue, 9th Floor
Los Angeles, CA 90071

Annual Reports

Report Year	Filed Date
2023	01/24/2023
2023	01/25/2023
2023	02/07/2023

Document Images

02/07/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/25/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/24/2023 -- ANNUAL REPORT	View image in PDF format
03/23/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
03/07/2022 -- ANNUAL REPORT	View image in PDF format
09/16/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
06/25/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/19/2021 -- ANNUAL REPORT	View image in PDF format
08/20/2020 -- Amendment	View image in PDF format
02/14/2020 -- ANNUAL REPORT	View image in PDF format
12/19/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
07/19/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
01/29/2019 -- ANNUAL REPORT	View image in PDF format
04/05/2018 -- ANNUAL REPORT	View image in PDF format
04/13/2017 -- ANNUAL REPORT	View image in PDF format
04/18/2016 -- ANNUAL REPORT	View image in PDF format
12/13/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
07/21/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
05/27/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
05/21/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
04/21/2015 -- ANNUAL REPORT	View image in PDF format
04/30/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
07/02/2012 -- ANNUAL REPORT	View image in PDF format
04/14/2012 -- ANNUAL REPORT	View image in PDF format
06/06/2011 -- ANNUAL REPORT	View image in PDF format
01/07/2011 -- ANNUAL REPORT	View image in PDF format
08/19/2010 -- ANNUAL REPORT	View image in PDF format
02/18/2010 -- ANNUAL REPORT	View image in PDF format
10/29/2009 -- ANNUAL REPORT	View image in PDF format
10/27/2009 -- ANNUAL REPORT	View image in PDF format
10/23/2009 -- ANNUAL REPORT	View image in PDF format
02/03/2009 -- ANNUAL REPORT	View image in PDF format
12/22/2008 -- Dom/For AR	View image in PDF format
12/04/2008 -- Name Change	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format
04/10/2007 -- ANNUAL REPORT	View image in PDF format
04/27/2006 -- ANNUAL REPORT	View image in PDF format
04/15/2005 -- ANNUAL REPORT	View image in PDF format
04/14/2004 -- ANNUAL REPORT	View image in PDF format
04/22/2003 -- ANNUAL REPORT	View image in PDF format
04/10/2003 -- ANNUAL REPORT	View image in PDF format
08/26/2002 -- ANNUAL REPORT	View image in PDF format
05/10/2001 -- ANNUAL REPORT	View image in PDF format
05/01/2000 -- ANNUAL REPORT	View image in PDF format

03/04/1999 -- ANNUAL REPORT	View image in PDF format
01/30/1998 -- ANNUAL REPORT	View image in PDF format
07/30/1997 -- ANNUAL REPORT	View image in PDF format
08/09/1996 -- ANNUAL REPORT	View image in PDF format
05/15/1996 -- ANNUAL REPORT	View image in PDF format
08/21/1995 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

NON-EXCLUSIVE PROFESSIONAL SERVICES
CONTINUING CONSULTING CONTRACT CO23Q006
UTILITY SERVICES AND PUBLIC WORKS PROJECTS

THIS CONTRACT is entered into by and between the CITY OF Titusville ("the City"), a municipal corporation of the State of Florida, and AECOM Technical Services, Inc ("Consultant"), a foreign corporate Engineering Consulting Firm, whose principal office is located at 300 S. Grand Avenue, 9th Floor, Los Angeles, CA 90071.

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 VII, paragraph F 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 to and incorporated in 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	Jennifer Lyons, P.E. Associate VP Water Business Line AECOM Technical Services, Inc.
555 S. Washington Ave. Titusville, Florida 32796-3584 Phone # (321) 567-3896 E-mail:Ashleigh.smith@titusville.com	150 N. Orange Ave, Suite 200 Orlando, FL 32801 (407) 764-8405 E-mail: Jennifer.lyons@aecom.com

B. **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.

C. **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.

D. **Supervision**. Consultant shall provide efficient supervision of the Work, using its professional skill and attention. If the City produces documented evidence and informs the Consultant that any person on the job is working contrary to the 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.

E. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail or e-mail to the respective party's Project 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

F. **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.

Jennifer Lyons, P.E., (*Client Account Manager)*	**Tim Curran, P.E., (Project Manager)**
Utility Services	
David Wilcox, P.E.	Reshma Thummadi, P.E.
Keith Sears PhD, P.E.	Devan Thomas, P.Eng.
Will Lovins, PhD, P.E.	Davis Cabbage – Life Cycle Analyses
Kurt Ahlgrim, P.E.	Carolyn Bonaventyra, C.G.C.
Bozho Handijev, P.E.	
Public Works	

Russ Pratt, P.E.	
Ken Symonds, P.E.	
Edwin Munoz, P.S.M.	
John Rector, P.E., LEED AP BD+C	

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**.

G. **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:
AECOM Technical Services, Inc.
150 N. Orange Ave, Suite 200
Orlando, FL 32801

By _____
Jennifer Lyons, P.E.
Associate VP Water Business Line

Date: 4-5-23

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

By _____
Daniel E. Diesel, Mayor

Date 4-14-23

ATTEST:

Wanda F. Wells, City Clerk

Date 4-14-23

APPROVED AS TO FORM:

Richard C. Broome, City Attorney

Date 4-11-2023

APPROVED AS TO CONTENT:

William S. Larese, City Manager

Date 11 Apr 23

Staff Preparation:

Leslie A. Rothering, Purchasing & Contracting Administrator — Date 4/6/2023

Ashleigh Smith, Engineering & Projects — Date 4/10/23

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.

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Consultant to execute this certificate and include it with Proposed billable rates and all other negotiation documents requested.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

AECOM TECHNICAL SERVICES, INC
Name of Consultant

By: Jennifer W. Lyons 4-5-23
Date

Notary Public Information

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 5TH day of APRIL, 2023, by (year)

JENNIFER W. LYONS.
(name of person acknowledging)

(Signature of Notary Public - State of Florida)

BARBARA J. LARENTE
(Print, Type, or Stamp Commissioned

Name of Notary Public)

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

BARBARA J. LARENTE
MY COMMISSION # HH 275714
EXPIRES: August 21, 2026

SAM.GOV®

AECOM TECHNICAL SERVICES, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
P394BNYQ6SK6	**31LB7**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Aug 8, 2023**	
Physical Address	Mailing Address	
150 N Orange AVE STE 200 Orlando, Florida 32801-2317 United States	**150 N Orange AVE, STE 200 Orlando, Florida 32801-2317 United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Florida 10	**California / United States**	**https://www.aecom.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Aug 11, 2022	**Aug 8, 2022**	**Sep 17, 2004**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Sep 29, 1970	**Sep 30**

Immediate Owner

CAGE	Legal Business Name
3ZLQ7	**AECOM**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**
EFT Indicator	CAGE Code
0000	**31LB7**

Points of Contact

Electronic Business

COLLEEN JOHNSTON	**300 S Grand AVE Suite 900** **Los Angeles, California 90071** **United States**
RITA MARSHALL	300 S Grand AVE Suite 900 Los Angeles, California 90071 United States

Government Business

PAM ANDERSON	**3101 Wilson BLVD, Suite 900** **Suite 500** **Arlington, Virginia 22201** **United States**
TERENCE C. RALEY	3101 Wilson BLVD, Suite 900 Arlington, Virginia 22201 United States

Past Performance

MARY ANNE BERNARD	**13640 Briarwick DR STE 250** **Austin, Texas 78729** **United States**
SARAH MEEK	4840 Cox Road Glen Allen, Virginia 23060 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	111421	**Nursery And Tree Production**
	113210	**Forest Nurseries And Gathering Of Forest Products**
	213111	**Drilling Oil And Gas Wells**
	213112	**Support Activities For Oil And Gas Operations**
	213113	**Support Activities For Coal Mining**
	213114	**Support Activities For Metal Mining**
	213115	**Support Activities For Nonmetallic Minerals (Except Fuels) Mining**
	221310	**Water Supply And Irrigation Systems**
	221320	**Sewage Treatment Facilities**
	236118	**Residential Remodelers**
	236210	**Industrial Building Construction**
	236220	**Commercial And Institutional Building Construction**
	237110	**Water And Sewer Line And Related Structures Construction**
	237120	**Oil And Gas Pipeline And Related Structures Construction**
	237130	**Power And Communication Line And Related Structures**

237210	Construction
237310	Land Subdivision
	Highway, Street, And Bridge Construction
237990	Other Heavy And Civil Engineering Construction
238910	Site Preparation Contractors
481211	Nonscheduled Chartered Passenger Air Transportation
481212	Nonscheduled Chartered Freight Air Transportation
483111	Deep Sea Freight Transportation
488510	Freight Transportation Arrangement
488991	Packing And Crating
488999	All Other Support Activities For Transportation
493110	General Warehousing And Storage
511210	Software Publishers
519190	All Other Information Services
531311	Residential Property Managers
531312	Nonresidential Property Managers
531390	Other Activities Related To Real Estate
541310	Architectural Services
541320	Landscape Architectural Services
541340	Drafting Services
541350	Building Inspection Services
541360	Geophysical Surveying And Mapping Services
541370	Surveying And Mapping (Except Geophysical) Services
541380	Testing Laboratories
541410	Interior Design Services
541430	Graphic Design Services
541490	Other Specialized Design Services
541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541513	Computer Facilities Management Services
541519	Other Computer Related Services
541611	Administrative Management And General Management Consulting Services
541614	Process, Physical Distribution, And Logistics Consulting Services
541618	Other Management Consulting Services
541620	Environmental Consulting Services
541690	Other Scientific And Technical Consulting Services
541715	Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)
541720	Research And Development In The Social Sciences And Humanities
541990	All Other Professional, Scientific, And Technical Services
561110	Office Administrative Services
561210	Facilities Support Services
561421	Telephone Answering Services
561520	Tour Operators
561599	All Other Travel Arrangement And Reservation Services
561611	Investigation Services
561612	Security Guards And Patrol Services
561730	Landscaping Services
561790	Other Services To Buildings And Dwellings

561990	All Other Support Services
562211	Hazardous Waste Treatment And Disposal
562212	Solid Waste Landfill
562213	Solid Waste Combustors And Incinerators
562219	Other Nonhazardous Waste Treatment And Disposal
562910	Remediation Services
562998	All Other Miscellaneous Waste Management Services
712120	Historical Sites
712190	Nature Parks And Other Similar Institutions
722310	Food Service Contractors
813312	Environment, Conservation And Wildlife Organizations
922160	Fire Protection
922190	Other Justice, Public Order, And Safety Activities
924110	Administration Of Air And Water Resource And Solid Waste Management Programs
924120	Administration Of Conservation Programs
925120	Administration Of Urban Planning And Community And Rural Development
926110	Administration Of General Economic Programs
926130	Regulation And Administration Of Communications, Electric, Gas, And Other Utilities
928110	National Security

Disaster Response

This entity does not appear in the disaster response registry.

PROPOSED BILLABLE RATES FOR CONTRACT CO23Q006/TB
CONTINUING CONSULTING UTILITY SERVICES & PUBLIC WORKS PROJECTS

FIRM NAME: AECOM Technical Services, Inc.

DATE SUBMITTED: 2/6/2023 **Date Approved:** 2/14/23 BY COMMITTEE

PUBLIC WORKS PROJECTS	
JOB CLASSIFICATION TITLE	**BILLABLE RATE (ALL INCLUSIVE)**
Sr. Project Engineer	$180
Project Engineer	$150
Sr. Design Engineer	$210
Project Design Engineer	$140
Instrumentation Engineer	$180
Lead Process Engineer	$245
Structural Engineer	$180
Electrical Engineer	$180
HVAC Engineer	$170
Sr. Civil Engineer	$210
Civil Engineer	$140
Sr. Traffic Engineer	$260
Traffic Engineer	$200
Sr. Traffic Analyst	$200
Traffic Analyst	$130
Sr. Architect	$180
Architect	$145
Sr. Architect Chief Designer	$250
Architect Chief Designer	$200
Architect Coordinator	$185
Construction Engineer	$180
Construction Manager	$210
Sr. Construction Field Personnel	$150
Construction Field Personnel	$125
Sr. Landscape Architect	$180
Landscape Architect	$130
Sr. Landscape Designer	$145
Landscape Designer	$85
Sr. Environmental Specialist	$150
Environmental Engineer	$190
Ecologist	$95
Geotechnical Engineer	**
Geologist	$100
Sr. Hydrologist	$195
Sr. Hydrogeologist	$250
Sr. Arborist	$185
Sr. Planner	$180
Planner	$130
Professional Surveyor	**
Survey Project Manager	**

PROPOSED BILLABLE RATES FOR CONTRACT CO23Q006/TB
CONTINUING CONSULTING UTILITY SERVICES & PUBLIC WORKS PROJECTS

FIRM NAME: AECOM Technical Services, Inc.

DATE SUBMITTED: 2/6/23 **Date Approved:** 2/14/23 BY COMMITTEE

PUBLIC WORKS PROJECTS	
JOB CLASSIFICATION TITLE	**BILLABLE RATE (ALL INCLUSIVE)**
Three-man Field Survey Crew	**
Two-man Field Survey Crew	**
Surveying CAD/Computer Technician	**
Survey Technician	**
Bridge Inspector	**
CEI Inspector	$125
Additional/Supporting	
Expert Witness - Engineering*	$350
Engineering Intern	$110
Engineering Technician	$95
CADD/Computer Technician	$110
Sr. CADD Designer	$165
CAD Designer	$140
Architectural Intern	$90
QA/QC Officer	$250
GIS Specialist	$175
GIS Analyst	$110
GIS Technician	$75
Project Administration	
Principal	$260
Senior Technical Professional	$225
Sr. Project Manager	$220
Project Manager	$210
Permitting Coordinator/Manager	$150
Sr. Administrative/Clerical	$110
Staff Administrative/Clerical	$95

* Expert Witness rate shall apply only to actual in-court testimony.
** Will be provided by a subconsultant.

The above rates include salary cost, fringe benefits, overhead, operating margin and profit. They do not include direct exspenses. Sub-Contractors are considered direct exspense and shall be approved/disapproved during the Task Order approval procedure.

Jennifer W. Lyons, PE

Consultant's Authorized Signor (print print)

Jennifer W. Lyons

Consultant's Signature

2/6/2023

Date:

PROPOSED BILLABLE RATES FOR CONTRACT CO23Q006/TB
CONTINUING CONSULTING UTILITY SERVICES & PUBLIC WORKS PROJECTS

FIRM NAME: AECOM Technical Services, Inc.

DATE SUBMITTED: 2/6/2023 **Date Approved:** 2/14/23 BY COMMITTEE

UTILITIES SERVICES PROJECTS	
JOB CLASSIFICATION TITLE	**BILLABLE RATE (ALL INCLUSIVE)**
Sr. Project Engineer	$180
Project Engineer	$150
Sr. Design Engineer	$210
Project Design Engineer	$140
Instrumentation Engineer	$180
Lead Process Engineer	$245
Structural Engineer	$180
Electrical Engineer	$180
HVAC Engineer	$170
Sr. Architect	$180
Architect Chief Designer	$200
Architect Coordinator	$185
Environmental Specialist	$80
Sr. Hydrologist	$195
Sr. Hydrogeologist	$250
Sr. Planner	$180
Planner	$130
Professional Surveyor	**
Survey Project Manager	**
Three-man Field Survey Crew	**
Two-man Field Survey Crew	**
Surveying CAD/Computer Technician	**
Survey Technician	**
Construction Engineer	$180
Construction Inspector	$150
CEI Inspector	$125
Additional/Supporting	
Expert Witness - Engineering*	$350
Engineering Intern	$110
Engineering Technician	$95
CADD/Computer Technician	$110
Sr. CADD Designer	$165
CAD Designer	$140
Architectural - Intern	$90
QA/QC Officer	$250
GIS Technician	$75
Project Administration	
Principal/Associate	$260
Senior Technical Professional	$225
Sr. Project Manager	$220
Project Manager	$210

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 AECOM	**TASK ORDER#:**	AECOMTO009 Change Order 1
CONSULTANT:	AECOM, Inc.	**PROJECT#:**	CR2603
ADDRESS:	90 N. Orange Ave, Ste 750 Orlando, FL 328(	**PROJECT NAME:**	CRA-District- Broad Street

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, additional services related to underground utility conversion, enhanced site lighting, communications infrastructure, CCTV systems, pedestrian safety improvements, and wayfinding/signage elements throughout the corridor. These improvements are intended to enhance public safety, support festival operations, improve aesthetics, strengthen corridor identity, and provide reliable utility infrastructure for future development. All tasks are to be performed in accordance with Consultant's proposal memorandum dated August 27, 2026, attached hereto. All tasks set forth herein shall be performed under the terms and conditions of the Non-exclusive Professional Continuing Consultant Services agreement CO23Q006TB AECOM.

A)	TOTAL AMOUNT OF TASK AWARDED PRIOR TO THIS TASK ORDER	$1,457,885.00
	TOTAL AMOUNT FOR THIS TASK ORDER	$191,454.63
	TOTAL AMOUNT OF TASK AWARDED INCLUDING THIS TASK ORDER	1,649,339.63
B)	TERM FOR THIS TASK ORDER	
	COMPLETION DATE FOR THIS TASK ORDER: _____ MM/DD/YYY or 0 #of Days from NTP	

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

_____
(Signature) **Date**

CITY OF TITUSVILLE:
_____
City Manager *(Print)*

_____
(Signature) **Date**

ATTEST: _____ _____
City Clerk **Date**

Approved as to Form

_____
(Signature) **Date**

City Attorney *(Print)*

City of Titusville - Staff Reviews

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

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

Budget Amendment/Transfer Form

Source of Funds:
FY2027

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
104-0000-389.50-23		RESERVED CAPITAL PROJ	$ 191,455	Budget Amendment
		Total	**$ 191,455**	

Use of Funds:
FY2027

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
104-5555-515.65-00-CR2603	CR2603	NON-DEPARTMENTA/CONSTRUCTION IN PROGRESS	$ 191,455	Budget Amendment
			$ -	Budget Amendment
		Total	**$ 191,455**	

Input Name:	Budget Office Approval:	Notes:
		AECOM additional design services associated with the Broad Street Streetscape and Improvements Project. Regular City Council Meeting Agenda 10/13/26
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: **Broad Street Improvements - Full Boundary Survey**

Department/Office: Community Development

Recommended Action:

Approve Option 4 of AECOM Technical Services, Inc.'s Task Order AECOMTO009 Change Order No. 002 in the amount of $66,286, to provide a full boundary survey and title searches for the 16 parcels fronting Broad Street, and authorize the City Manager to execute the change order. Approve Attached Budget Amendment to recapture the budget from FY26.

Summary Explanation & Background:

The Broad Street Improvements project is a signature capital project identified in the 2022 Community Redevelopment Plan. The project area extends from Veterans Memorial Park and the Indian River waterfront west to the Florida East Coast Railway. The proposed project is intended to create a pedestrian-oriented, curbless streetscape that supports redevelopment, business investment, residential development, and increased activity within Downtown Titusville.

On August 12, 2025, the CRA Board unanimously approved proceeding with the Broad Street Improvements project. On January 13, 2026, the CRA Board and City Council approved the AECOM Technical Services, Inc. scope of services for the project's design. A project kickoff meeting was held on February 23, 2026, followed by ongoing coordination among AECOM and City staff.

Public and stakeholder engagement has been an important component of the design process. On March 19, 2026, the CRA hosted a community engagement meeting at the United Methodist Church to introduce the project, present preliminary visioning materials, and receive input from residents, downtown stakeholders, business owners, and other interested parties. Participants were provided an opportunity to review project concepts and provide feedback regarding the future character and functionality of Broad Street.

Throughout April 2026, staff continued the public engagement process by displaying the Broad Street conceptual design and visioning boards in the City Hall lobby. The display provided an additional opportunity for residents, business owners, and other

stakeholders to review the concepts at their convenience and provide feedback. Red and green stickers were provided for participants to identify design elements they liked or disliked, along with an opportunity to submit written comments. The feedback received through this interactive process provided additional community input as the conceptual design continued to be developed and refined.

On July 20, 2026, the CRA hosted an additional stakeholder meeting at the United Methodist Church to present the evolving conceptual design and receive further community input. This continued engagement assisted the design team in refining the concept in preparation for its presentation to the CRA Board.

On September 8, 2026, AECOM presented the Broad Street Improvements Streetscape Conceptual Design to the CRA Board. Following the presentation and discussion, the CRA Board authorized staff and AECOM to proceed with the next phase of design and directed that a full survey be completed and provided to the adjoining property owners.

In response to the CRA Board's direction, staff obtained a proposal for additional surveying services. During review of the original scope, staff determined that title searches for the subject properties needed to be included to support the full boundary survey requested by the CRA Board. Staff therefore requested a revised scope incorporating both the acquisition of title search reports and review of the recorded property information.

AECOM submitted revised Change Order No. 002, dated September 30, 2026, providing four survey options through its surveying subconsultant, Southeastern Surveying and Mapping Corporation:

Option	Proposed Services	Cost
1	Right-of-way survey within Exhibit A, including establishment of boundary corners for the entire block and north right-of-way to determine the south right-of-way of Broad Street; title search and title commitment review for the identified parcel.	$9,897.80
2	Boundary and right-of-way survey of the Save-A-Lot property identified in Exhibit B, including title search and title commitment review for the parcel.	$7,196.20
3	Boundary survey of the two church parcels identified in Exhibit C, including title searches and title commitment review for both parcels.	$11,212.30
4	Full boundary survey of all 16 parcels fronting Broad Street identified in Exhibit D, including title searches and title commitment review for all 16 parcels.	$66,286.00

Staff recommends proceeding with Option 4, which provides the full boundary survey of the 16 parcels fronting Broad Street consistent with the CRA Board's direction.
The revised Option 4 scope includes:

- Establishing horizontal control based on the North American Datum of 1983, State Plane Coordinate System, Florida East Zone.

- Establishing the location of all boundary corners for the 16 parcels fronting Broad Street.
- Resetting missing boundary corners, as necessary.
- Obtaining title search reports for all 16 parcels.
- Reviewing the initial title commitments to identify recorded easements, servitudes, and covenants within the subject boundaries and assess their described locations relative to the properties.
- Providing signed and sealed boundary survey and right-of-way survey maps, as applicable to the authorized scope.
- Providing an AutoCAD Civil 3D file for use in the project's continued design.

The completed survey will provide accurate property-boundary information and the locations of recorded property interests needed to support the next phase of design. Consistent with the CRA Board's September 8, 2026 direction, the completed survey will also be provided to adjoining property owners.
Under the revised change order, the surveying services will be incorporated into the original proposal's 30% design schedule.

Alternatives:
As the Board desires.

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:
$66,286 104-5555-55.65.00 CR2603. Broad Street Improvements

Strategic Plan:
City of Titusville FY 2026 Strategic Goals and Objectives

City Strategic Goal and Objective	Project Alignment
Goal 1: Quality of Life, Objective b. Enhance physical appearance of city, including entryways	The boundary survey supports the continued design and implementation of the Broad Street streetscape, including coordinated landscaping, lighting, sidewalks, public amenities, and other improvements to the appearance of Downtown Titusville.
Goal 1: Quality of Life, Objective f. Encourage a vibrant downtown and the arts	The survey advances the Broad Street Improvements project, which is intended to create a more active, attractive, pedestrian-oriented downtown corridor that can accommodate community events, festivals, businesses, residents, and visitors.
Goal 4: Economic Development, Objective c. Continue redevelopment efforts to	Establishing accurate property boundaries supports the design and implementation of a major public infrastructure investment intended to encourage

eliminate blight and revitalize empty buildings	redevelopment and private-sector investment along Broad Street and within the surrounding downtown area.
Goal 4: Economic Development, Objective d. Establish additional parking capacity downtown to meet current/future needs	The survey will provide accurate boundary information needed to refine the proposed streetscape design, including the location and configuration of angled on-street parking along Broad Street.

2022 Adopted Community Redevelopment Plan

CRA Plan Goal, Objective, and Policy	Project Alignment
Goal 4.2 – Encourage hospitality, lodging and entertainment venue development within the CRA; Objective 4.2.2 – Establish and maintain a safe, well-lighted, pedestrian friendly environment for residents, visitors, and customers of businesses located within the CRA; Policy 4.2.2.2 – Prioritize the development and maintenance of infrastructure and amenities that will attract and retain businesses and visitor activity to the CRA.	The survey supports the design of pedestrian-scale lighting, wider sidewalks, landscaping, public amenities, and flexible event space intended to attract businesses, visitors, and additional activity to the downtown corridor.
Goal 5.2 – Create a visually unified CRA; Objective 5.2.1 – Utilize a consistent design theme for public realm improvements; Policy 5.2.1.1 – Utilize a consistent design theme for street furnishing, light-poles, mast-arms, signal boxes, signage, hardscape, and streetscape throughout the CRA.	Accurate boundary information will support the coordinated placement and design of streetscape elements throughout the Broad Street project area.
Goal 5.2 – Create a visually unified CRA; Objective 5.2.1; Policy 5.2.1.2 – Utilize Florida native plants and shade trees (where appropriate) when installing landscape and streetscape treatments.	The proposed Broad Street design includes street trees and landscaping intended to improve shade, appearance, and pedestrian comfort.
Goal 5.2 – Create a visually unified CRA; Objective 5.2.1; Policy 5.2.1.6 – Evaluate opportunities to provide additional street trees and canopy tree cover along sidewalks and trails within the CRA for cyclists and pedestrians to encourage the use of non-automobile travel options.	The survey will support the final design and placement of sidewalks, pedestrian areas, street trees, and related streetscape improvements.
Goal 5.2 – Create a visually unified CRA; Objective 5.2.1; Policy 5.2.1.7 – Explore opportunities and funding to support creative placemaking in key corridors in the Downtown.	The Broad Street Improvements project is a creative placemaking investment intended to establish a distinctive downtown destination and flexible public event corridor.
Goal 5.5 – Improve public amenities on Main Street and Broad Street; Objective 5.5.1 – The creation of a central plaza, square, or public event space within the Downtown core; Policy 5.5.1.1 –	The Broad Street project directly implements this goal by advancing the redesign of Broad Street as a curbless, flexible festival street and

Evaluate opportunity sites in the CRA for the potential location of an outdoor public gathering space within the Downtown area. This could include the consideration of redesigning Main Street, Julia Street and/or Broad Street as Festival Streets.	public gathering space.
Goal 5.5 – Improve public amenities on Main Street and Broad Street; Objective 5.5.1; Policy 5.5.1.2 – Prioritize pedestrian accessibility in and around public gathering spaces.	The proposed design includes continuous pedestrian promenades, accessible public spaces, and improved connections throughout the project area.
Goal 6.1 – Promote a sense of place, safety, and walkability; Objective 6.1.1 – Reinforce visual and physical connections to and through the CRA; Policy 6.1.1.2 – Apply Universal Design (accessibility) to pedestrian and public transit infrastructure.	The full boundary survey will support the accurate design of accessible sidewalks, pedestrian areas, crossings, and other public infrastructure.
Goal 6.1 – Promote a sense of place, safety, and walkability; Objective 6.1.1; Policy 6.1.1.3 – Prioritize bicycle and pedestrian infrastructure improvements within the CRA such as streetscape projects, trail connections, crosswalks, street lighting and sidewalk installations/expansions within the Community Redevelopment Plan and Annual Budget.	The Broad Street Improvements project is a streetscape and pedestrian-infrastructure project specifically contemplated by this policy.
Goal 6.1 – Promote a sense of place, safety, and walkability; Objective 6.1.1; Policy 6.1.1.6 – Update the Community Redevelopment Agency's Work Plan and Budget with streetscape improvement projects identified in coordination with the City's Public Works Department and other agencies.	Authorizing the survey advances the Broad Street streetscape through its next design phase and supports coordination among CRA staff, AECOM, Public Works, and affected property owners.
Goal 6.2 – Prioritize infrastructure improvements and amenity installation that will facilitate new development and redevelopment projects within the CRA; Objective 6.2.1 – Adjust infrastructure improvements schedules to prioritize installation of improvements in targeted redevelopment locations/sites; Policy 6.2.1.1 – Evaluate the use of TIF funds generated from specific projects to facilitate the accelerated installation of improvements or amenities that will mitigate the specific projects' potential impacts and/or enable the realization of Titusville Community Redevelopment Plan Goals.	The boundary survey is a project-related professional service that will facilitate a major infrastructure and amenity investment in a targeted downtown redevelopment corridor.

Strategic Plan Impact:

Approval of the full boundary survey advances the Broad Street Improvements project by providing accurate property and right-of-way information needed to proceed with the next phase of design. The survey supports the City's strategic objectives to enhance the City's physical appearance, encourage a vibrant downtown, continue redevelopment efforts, and address current and future downtown parking needs.

The survey also implements the 2022 Adopted Community Redevelopment Plan by advancing the design of a safe, accessible, visually coordinated, and pedestrian-friendly streetscape. It supports improved public amenities on Broad Street, creative placemaking, enhanced pedestrian connections, and infrastructure investment intended to encourage private redevelopment, business activity, and increased use of Downtown Titusville.

ATTACHMENTS:

1. City of Titusville Broad Street_CO#02_20260930
2. AECOM TO 009 C 2
3. BA - CRA Broad Street Streetscape Project - Full Survey

PROJECT UNDERSTANDING

The City of Titusville and its Community Redevelopment Agency (CRA) are working with AECOM on a redevelopment project to transform Broad Street into a vibrant, multi-functional festival street extending from Lemon Avenue South to Veterans Memorial Park.

As part of the continued project development, the City has requested additional surveying services to support the ongoing project development, specifically a Boundary Survey and Right-of-Way Survey for the area identified in Exhibits "A," “B,” “C,” and “D”.

The following four (4) options will be provided as part of this scope of work:

Task 1: Right-of-Way Survey (Option 1)

AECOM, through its sub-consultant SSMC, will provide surveying services consistent with regulations and laws of the Project’s State Standards of Practice for Professional Land Surveying Services. The survey will include the following:

1. **Establish horizontal control:** Horizontal Control will be based on the North American Datum of 1983 (NAD83), State Plane Coordinate System, Florida East Zone.
2. **Boundary and Right-of-Way Survey**: Establish the location of all boundary corners for the entire block and North Right-of-Way. Reset any missing corners as necessary to determine the position of the South Right-of-Way of Broad Street within the area outlined in red on the attached Exhibit “A”.
3. **Title Search:** Obtain a Title Search Report for the parcel identified on the attached Exhibit “A”.
   Title Commitment Review: Review the initial Title Commitment to identify recorded easements, servitudes and covenants within the subject boundaries and assess their described locations relative to the property. The review of the title commitment will be limited to identifying and locating recorded items and will not include legal opinions statements or determinations as to whether Schedule B2 items affect, benefit, encumber, or burden the subject property.

Task 2: Boundary Survey (Option 2: Save-A-Lot)

AECOM, through its sub-consultant SSMC, will provide surveying services consistent with the regulations and laws of the Project’s State Standards of Practice for Professional Land Surveying Services. The survey will include the following:

1. **Establish horizontal control:** Horizontal Control will be based on the North American Datum of 1983 (NAD83), State Plane Coordinate System, Florida East Zone.
2. **Boundary and Right-of-Way Survey**: Establish the location of all boundary corners and reset any missing corners for the property as shown outlined in red on the attached Exhibit “B”.
3. **Title Search:** Order a Title Search Report for the parcel as shown on the attached Exhibit “B”.

4. **Title Commitment Review:** Review the initial Title Commitment to identify recorded easements, servitudes and covenants within the subject boundaries and assess their described locations relative to the property. The review of the title commitment will be limited to identifying and locating recorded items and will not include legal opinions statements or determinations as to whether Schedule B2 items affect, benefit, encumber, or burden the subject property.

Task 3: Boundary Survey (Option 3: Church Parcels)

AECOM, through its sub-consultant SSMC, will provide surveying services consistent with regulations and laws of the Project's State Standards of Practice for Professional Land Surveying Services. The survey will include the following:

1. **Establish horizontal control:** Horizontal Control will be based on the North American Datum of 1983 (NAD83), State Plane Coordinate System, Florida East Zone.
2. **Boundary Survey**: Establish the location of all boundary corners for the entire block and reset any missing corners for the properties as shown outlined in red on the attached Exhibit "C".
3. **Title Search:** Order a Title Search Report for the two (2) parcels as shown on the attached Exhibit "C".
4. **Title Commitment Review:** Review the initial Title Commitment to identify recorded easements, servitudes and covenants within the subject boundaries and assess their described locations relative to the property. The review of the title commitment will be limited to identifying and locating recorded items and will not include legal opinions statements or determinations as to whether Schedule B2 items affect, benefit, encumber, or burden the subject property.

Task 4: Boundary Survey (Option 3: All 16 Frontage Parcels)

AECOM, through its sub-consultant SSMC, will provide surveying services consistent with regulations and laws of the Project's State Standards of Practice for Professional Land Surveying Services. The survey will include the following:

1. **Establish horizontal control**: Horizontal Control will be based on the North American Datum of 1983 (NAD83), State Plane Coordinate System, Florida East Zone.
2. **Boundary Survey**: Establish the location of all boundary corners and reset any missing corners for the sixteen (16) parcels along Broad Street as shown outlined in red on the attached Exhibit "D".
3. **Title Search:** Order a Title Search Report for the sixteen (16) parcels as shown on the attached Exhibit "D".
4. **Title Commitment Review:** Review the initial Title Commitment to identify recorded easements, servitudes and covenants within the subject boundaries and assess their described locations relative to the property. The review of the title commitment will be limited to identifying and locating recorded items and will not include legal opinions

statements or determinations as to whether Schedule B2 items affect, benefit, encumber, or burden the subject property.

Deliverable

1. Signed and sealed Boundary Survey and ROW Survey maps.
2. Digital deliverables: AutoCAD Civil 3D file.

ASSUMPTIONS & EXCLUSIONS

This Change Order is based on the following assumptions and exclusions:

- AECOM shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.
- Any service not explicitly provided for, described in the above scope is to be considered as additional service and, if requested, will be performed at the applicable hourly rates and authorized through an additional change order.
- Additional fees may apply for work resulting from revisions to the Title Commitment or requests to review non-easement items, including liens, mortgages, agreements, or leases for any of the options listed in this scope of work.

PROJECT SCHEDULE

The above scope will be incorporated into the 30% design schedule of the original proposal.

Change in CONSULTANT's Compensation:

The Services set forth in this Change Order will be compensated on the following basis:

Task/ Option	Payment Amount
Task 1 – Right-of-Way Survey (Option 1)	$ 9,897.80
Task 2 – Boundary Survey (Option 2)	$ 7,196.20
Task 3 – Boundary Survey (Option 3)	$ 11,212.30
Task 4 – Boundary Survey (Option 4)	$ 66,286.00

EXHIBIT "A"

OPTION 1 PROJECT LIMITS



EXHIBIT "B"

OPTION 2 PROJECT LIMITS



EXHIBIT "C"

OPTION 3 PROJECT LIMITS

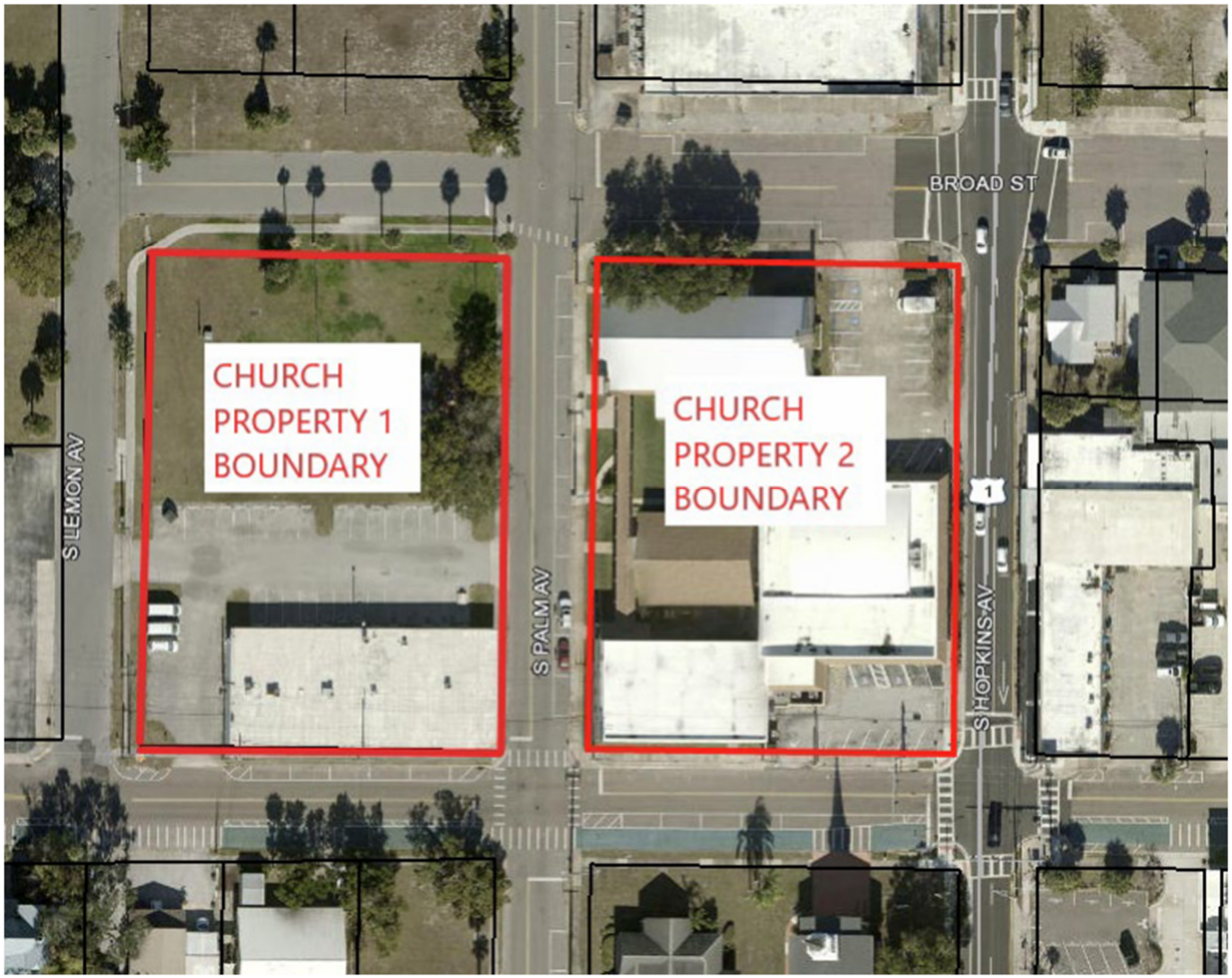


EXHIBIT "D"

OPTION 4 PROJECT LIMITS



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 AECOM	**TASK ORDER#:**	AECOMTO009 Change Order 2
CONSULTANT:	AECOM, Inc.	**PROJECT#:**	CR2603
	390 N. Orange Ave, Ste 750 Orlando, FL		CRA-District- Broad Street Full Boundary
ADDRESS:	32801	**PROJECT NAME:**	Survey

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, additional services related to providing full boundary survey of all 16 parcels fronting Broad Street, including title searches and title commitment review for all 16 parcels. All tasks are to be performed in accordance with Consultant's proposal memorandum dated September 30, 2026, Option 4, attached hereto. All tasks set forth herein shall be performed under the terms and conditions of the Non-exclusive Professional Continuing Consultant Services agreement CO23Q006TB AECOM.

A) TOTAL AMOUNT OF TASK AWARDED PRIOR TO THIS TASK ORDER	1,649,339.63
TOTAL AMOUNT FOR THIS TASK ORDER	$66,286.00
TOTAL AMOUNT OF TASK AWARDED INCLUDING THIS TASK ORDER	1,715,625.63

B) TERM FOR THIS TASK ORDER

COMPLETION DATE FOR THIS TASK ORDER: _____ MM/DD/YYY or 0 #of Days from NTP

CONSULTANT *(Print)*:

Firm Name: _____

Authorized Staff Name _____

_____
(Signature) **Date**

CITY OF TITUSVILLE:

_____
City Manager *(Print)*

_____
(Signature) **Date**

ATTEST: _____ _____
City Clerk **Date**

Approved as to Form

_____
(Signature) **Date**

_____
City Attorney *(Print)*

_____
Date

City of Titusville - Staff Reviews

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

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

Budget Amendment/Transfer Form

Source of Funds:
FY2027

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
104-0000-389.50-23		RESERVED CAPITAL PROJ	$ 66,286	Budget Amendment
		Total	**$ 66,286**	

Use of Funds:
FY2027

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
104-5555-515.65-00-CR2603	CR2603	NON-DEPARTMENTA/CONSTRUCTION IN PROGRESS	$ 66,286	Budget Amendment
			$ -	Budget Amendment
		Total	**$ 66,286**	

Input Name:	Budget Office Approval:	Notes:
		AECOM Technical Services Full Boundary Survey
Input Date:	Budget Office Approval Date:	Broad Street Streetscape and Improvements Project.
		Regular City Council Meeting Agenda 10/13/26
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: **Amendment #2 to Contract CO17Q030 - Bay View/Seminole Lift Stations**

Department/Office: Public Works

Recommended Action:
Approve Amendment #2 to CDM Smith's contract incorporating DEP attachment 8-B.

Summary Explanation & Background:
CDM Smith, Inc. was contracted to provide design services for the elimination of the Bayview Lift Station and redesign of the Seminole Lift Station. The project received funding through a Resilient Florida grant that is nearing expiration and requires completion of grant closeout documentation.

During the closeout review, staff identified that DEP Attachment 8-B, Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements, had not been incorporated into CDM Smith’s contract. This amendment incorporates Attachment 8-B into the contract to address the grant requirements and support completion of the closeout process.

Alternatives:
Do not approve the amendment which would result in inability to reimburse CDM Smith's cost from the grant

Item Budgeted:
NA

Source/Use of Funds/Budget Book Page:
NA

Strategic Plan:
Efficient and Effective Governance

Strategic Plan Impact:
This project invests in removing and replacing aging infrastructure.

ATTACHMENTS:

1. DEP Att 8. Contract Provisions SLFRF (6.27.24)
2. CDM CO17Q030 Amend 2

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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:
   i. 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 Recipient 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 Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, 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 Recipient 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 Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient 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 Recipient 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 Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient 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 Recipient 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity 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 Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall 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), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or 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 partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

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1. Period of Performance

The Department must obligate all funds from SLFRF by December 31, 2024, and all such obligated funds must be expended by December 31, 2026. As such, the Contractor must submit all invoices by September 30, 2026, unless approved in writing by the Department.

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Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire

collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
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iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

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

AMENDMENT 2 TO CONTRACT CO17Q030
Continuing Consultant Services

This second Amendment made and enter into this _____ day of _____ 2026, modifies the contract entered into between the City of Titusville "City" and CDM Smith Inc. located at 75 State Street #701, Boston Ma 02109, hereinafter referred to as "Consultant", with an effective date of March 13, 2018, as provided herein.

WHEREAS, the City and CDM Smith Inc entered into a contract with an effective date of March 13, 2018, whereby the Consultant provides Engineering Consulting Services for the City of Titusville; and,

WHEREAS, The City has issued Work #CDMWR011 on June 7, 2022 for the replacement of the Seminole Lift Station and Demolition of the Bayview Lift Station Project under the Continuing Contract CO17Q030 ; and

WHEREAS, Work Order #CDMWR011, issued June 7, 2022 under Contract CO17Q030, for the Replacement of the Seminole Lift Station and Demolition of the Bayview Lift Station Project, is funded in whole or in part with federal assistance provided to the City of Titusville through the Florida Department of Environmental Protection (FDEP) State and Local Fiscal Recovery Funds (SLFRF), under FDEP Agreement No. 22FRP99; and

WHEREAS, the applicable FDEP SLFRF Award Terms and Conditions, federal regulations, United States Department of the Treasury requirements, and other applicable federal requirements require certain contract provisions to be included in agreements funded with SLFRF funds (collectively, the "Regulatory Requirements"); and

WHEREAS, the parties acknowledge that the applicable SLFRF contract provisions were not included in the original Contract CO17Q030 at the time the Contract was executed; and

WHEREAS, the parties desire to amend Contract CO17Q030 to incorporate the applicable SLFRF contract provisions and clarify that such provisions are applicable to the SLFRF-funded work performed under the Contract, including Work Order #CDMWR011, as required by the applicable Regulatory Requirements; and

NOW THEREFORE, for and in consideration of the premises, mutual covenants and promises of the parties contained herein, and for other good and valuable and sufficient consideration, receipt of which is hereby acknowledged, the parties hereby agree to modify the contract as follows:

1. Incorporation of SLFRF Contract Provisions, Attachment 8, Special Provisions – Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements, attached

hereto and incorporated herein by reference, is hereby incorporated into and made a part of Contract CO17Q030.

2. The parties agree that Attachment 8 shall be deemed incorporated into Contract CO17Q030 and applicable to Work Order #CDMWR011 notwithstanding that Attachment 8 was not included in the Contract when Contract CO17Q030 was originally executed.
3. Attachment 8 shall also apply to any subsequent Work Order issued under Contract CO17Q030 that is funded in whole or in part with FDEP SLFRF funds, to the extent required by the applicable Award Terms and Conditions and Regulatory Requirements.
4. Except as expressly modified by this Amendment 2, all other terms and conditions of Contract CO17Q030, as previously amended, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted and executed, upon the terms and conditions above stated on the day and year executed and above written, this Contract in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original Contract.

CONSULTANT:
CDM Smith Inc.
75 State Street #701
Boston Ma 02109

By _____

Name: _____

Title: _____

Date _____

OWNER:
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By _____

Andrew Connors, Mayor

Date _____

ATTEST

_____
Wanda F. Wells, City Clerk

APPROVED AS TO FORM:

_____
Andriene Treasure, City Attorney

Date _____

STAFF REVIEW & PREPARATION:

_____ Date _____

Leslie A. Rothering, Purchasing & Contracting Administrator

_____ Date _____

Sandra Reller, Director of Public Works

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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:
    i. 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 Recipient 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 Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, 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 Recipient 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 Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient 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 Recipient 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 Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient 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 Recipient 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity 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 Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall 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), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or 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 partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

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This content is from the eCFR and is authoritative but unofficial.

Title 2 —Federal Financial Assistance

Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance

Chapter II —Office of Management and Budget Guidance

Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.
Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Lobbying Retainer Agreement**

Department/Office: Assistant City Manager

Recommended Action:
Approve the lobbying retainer agreement in an amount not to exceed $35,000 with Mr. Jason Steele, a non-attorney representative of Smith & Associates to assist the City with lobbying services during fiscal year 2027.

Summary Explanation & Background:
At the September 22, 2026, City Council Meeting, the City Council authorized bringing a lobbying retainer agreement back for approval at the October 13, 2026, meeting. The provided lobbying agreement has been negotiated by the City Attorney and Mr. Jason Steele for the providing of lobbying services through fiscal year 2027.

It is recommended that City Council approve the lobbying retainer agreement in an amount not to exceed $35,000 with Mr. Jason Steele, a non-attorney representative of Smith & Associates to assist the City with lobbying services during fiscal year 2027.

Alternatives:
Do not move forward

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:
001-5555-513.31-01

Strategic Plan:
Goal 3: Financial Stability

Strategic Plan Impact:
This action leverages state appropriations to offset taxes and user rates to complete projects.

ATTACHMENTS:

1. City of Titusville Lobbyist Retainer Agreement
2. Human Trafficking

SMITH & ASSOCIATES
ATTORNEYS AND COUNSELORS AT LAW

October 1, 2026

City of Titusville
c/o Mayor Andrew Connors
555 S. Washington Avenue
Titusville, Florida 32781

RE: Lobbying Retainer Agreement

This correspondence memorializes the retainer agreement ("Agreement") entered into between **City of Titusville**, a municipal corporation organized under the laws of Florda, ("Client") located at 555 S. Washington Avenue, Titusville, FL and **Jason Steele**, a non-attorney representative of the Smith & Associates, Lobbying Firm ("Lobbyist") to assist the City for lobbying services for one year. Lobbyist agrees to perform the following:

1. **Scope of Services.** Lobbyists agree to provide strategic advice, monitoring, and advocacy services before the Florida Legislature, executive branch agencies, and local governmental bodies as mutually agreed upon. The specific legislative or administrative matters covered under this Agreement include monitoring legislation, advocating for specific appropriations as assigned, or general state policy representation. Work with City Manager, Mayor, Councilmembers, and staff to develop an annual state program outlining the City's priorities and interest areas to be pursued with the state legislative and executive branches. Review proposed state legislation, executive proposals, and administrative rules and regulations. Advise City of any such items that are relevant to City's state program, the City's interests or policies. Develop and recommend strategies for advocating City's position on priority issues. Act as City's liaison with members of the Legislative branch, executive officials, and staff. Provide quarterly verbal reporting to City Manager and City Council. Facilitate and schedule meetings for Mayor, Council members and City officials with members of the Legislature branch and staff. Conduct briefings with City officials in preparation for these meetings. To include any and all lobbying services for the benefit of the City.

2. **Compensation.** Client agrees to pay the Lobbyist a fixed monthly retainer fee in the amount of $2,500.00 per month beginning on October 1, 2026, and with an aamount not to exceed $35,000 for Fiscal Year 2027. The Client agrees to reimburse

reasonable and pre-approved expenses related to lobbying activities. These may include items such as photocopying, facsimile, mail and courier charges, Westlaw and other necessary costs. Lobbyist may also incur travel expenses when necessary or advisable. Such travel reimbursement is to be approved by the City Manager. Invoices are to be provided and will be paid within 30 days of receipt.

3. **Term and Termination.** This agreement shall commence on October 1, 2026, and shall have a duration for one year from the day of commencement. Either party may terminate this Agreement at any time with or without cause, by providing thirty (30) days' prior written notice to the other party. Upon termination, Client shall pay for all services rendered and expenses incurred through the effective date of termination. If Client disputes any fees or costs, you must notify Smith & Associates of the dispute within 30 days of receipt of the invoice or such disputes are waived.

4. **Independent Contractor.** The parties agree that Lobbyist performs specialized services and that Lobbyist enters into this agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Lobbyist or any of Lobbyist agents or employees as an agent, employee or representative of the City. As an independent contractor, Lobbyist is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Lobbyist performance under this agreement.

5. **Confidentiality**. The Lobbyist shall maintain the confidentiality of all non-public information provided by the Client and shall not disclose such information except as required by law.

6. **Compliance with all laws.** Lobbyist shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations or executive orders to be inserted in this Agreement shall be deemed inserted whether or not such provisions appear in the Agreement.

7. **Conflict of Interest.** Lobbyist covenants that Lobbyist presently have no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Lobbyist further covenants that in the performance of this Agreement,

Lobbyist shall not engage any employee or apprentice having any such interest. That parties agree that this Agreement may be cancelled for conflict of interest in accordance with applicable laws.

The above represents the terms and conditions of this Agreement. This Agreement shall become legally binding upon and enforceable against each Party, and each Party acknowledges and agrees to be bound by all terms, conditions, and appendices thereto as of the date of execution of this agreement. I understand and agree to the terms and fee agreement above and certify that I am duly authorized to execute this Agreement to retain the law firm of Smith & Associates in accordance with the terms set forth and upon approval of the City Council of the City of Titusville and providing the Mayor the authority to execute this Agreement.

JASON STEELE (LOBBYIST") CITY OF TITUSVILLE ("CLIENT")

BY: _____ BY_____
Jason Steele **Mayor Andrew Connors, Mayor**

_____ _____
Date Date

APPROVED AS TO FORM: APPROVED AS TO CONTENT:

_____ _____

Andriene Treasure, City Attorney Thomas Abbate, City Manager

Date: _____ Date: _____

ATTEST

_____

Wanda Wells, City Clerk

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of _____ (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of_____, a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity)
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: _____
Authorized Signature: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

_____
Print, Type or Stamp Name of Notary

My commission expires:_____

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Verona Village C, Phase 2 - Final Plat**

Department/Office: Community Development

Recommended Action:

Approve the Final Plat, Covenants and Bonds for Verona Village C subdivision. (This is a quasi-judicial item.)

On October 7, 2026, the Planning and Zoning Commission (P&Z) made a motion to recommend approval of the Verona Village C, Phase 2 Final Plat as presented. Approved 4 yes, 1 no. Member Garrod voted no due to concerns of no traffic-calming improvements being done on the straightaways.

Summary Explanation & Background:

Verona, Village C, Phase 2 is a proposed 308 lot single-family subdivision on approximately 114.23 acres located west of Verona Village D subdivision and south of Verona Village B subdivision. The overall Verona development (formerly known as Willow Creek) consists of 675+/- acres. In 2016, the remaining portion of the development (excluding Phase 1) was rezoned to the Planned Unit Development Zooning (PUDZ) by Ordinance No. 9-2017, to allow for an additional 1,277 residential units and 172 acres of commercial and light industrial use. The PUDZ was amended by rezoning from the PUDZ to the Planned Development (PD) zoning with conditions in 2024 by Ordinance No. 6-2024. The Declaration of Covenants and Restrictions for Verona approved and recorded in 2020 include Village C; therefore, there are no additional covenants for approval.

The following are attached and require for approval:

- Final plat
- Performance Bond
- Sidewalk Performance Bond

The final plat is consistent with the comprehensive plan, the preliminary plat and final plat requirements described in Chapter 34, Article III, Division "Plat" of the Code.

Staff reviewed the final plat for consistency with the comprehensive plan, land development regulations and recommends approval. Staff also reviewed the covenants and performance bond and recommends acceptance.

Alternatives:
1. Recommend approval of the final plat.
2. Recommend approval of the final plat with conditions.
3. Do not recommend approval of the final plat.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. Final Plat
2. Performance Bond
3. Sidewalk Bond

– PLAT PREPARED BY –
AAL LAND SURVEYING SERVICES, INC.
PROJECT #51987 VERONA–VILLAGE C PHASE 2
DATE: 07–06–2026
3970 MINTON ROAD
WEST MELBOURNE, FLORIDA 32904
(321) 768–8110

VERONA–VILLAGE C PHASE 2

A REPLAT OF TRACTS FD–1, FD–2, WC–3 AND WC–4, VERONA–VILLAGE C,
PLAT BOOK 77, PAGES 23–32,
LYING IN SECTIONS 9 & 10, TOWNSHIP 22 SOUTH, RANGE 35 EAST,
CITY OF TITUSVILLE, COUNTY OF BREVARD, FLORIDA

DESCRIPTION:

TRACTS FD–1, FD–2, WC–3 AND WC–4, VERONA–VILLAGE C, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77, PAGES 23–32, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
CONTAINING 114.23 ACRES MORE OR LESS.

PLAT NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 89°22'09" WEST FOR THE SOUTH LINE OF VERONA–VILLAGE C.

2. UNLESS OTHERWISE SHOWN AN EASEMENT 5 FEET IN WIDTH IS HEREBY DEDICATED ADJACENT TO AND CONTIGUOUS WITH ALL SIDE LOT AND TRACT LINES FOR THE PURPOSE OF PROVIDING FOR INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE.

3. AN EASEMENT 5 FEET IN WIDTH IS HEREBY DEDICATED ADJACENT TO THE REAR OF LOTS 336 THROUGH 341, LOTS 364 THROUGH 404 AND TRACT TT–29 FOR THE PURPOSE OF PROVIDING FOR INSTALLATION AND MAINTENANCE OF PRIVATE WALL.

4. A 10.00' WIDE PUBLIC UTILITY, DRAINAGE, SIDEWALK, AND POWER EASEMENT IS HEREBY DEDICATED ALONG THE FRONT OF ALL LOTS AND TRACTS COINCIDENT WITH AND ADJACENT TO ALL PUBLIC ROAD RIGHT–OF–WAYS FOR THE CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF PUBLIC UTILITIES, SIDEWALKS, AND DRAINAGE FACILITIES.

5. TRACTS DR–1, DR–2, DR–3, DR–4, DR–7, DR–9, DR–18, DR–19, DR–22, DR–23, DR–24 AND DR–25 SHALL BE FOR DRAINAGE CONVEYANCE TRACTS AND SHALL BE DEDICATED TO, OWNED BY AND MAINTAINED BY THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT.

6. TRACT LS–2 SHALL BE FOR THE PURPOSE OF A PUBLIC SANITARY SEWER LIFT STATION SITE AND SHALL BE OWNED AND MAINTAINED BY THE CITY OF TITUSVILLE.

7. TRACT REC–1 SHALL BE FOR THE PURPOSE OF RECREATIONAL AMENITIES, PUBLIC UTILITIES, PRIVATE DRAINAGE, COMMON AREA, SIGNAGE, LANDSCAPING, PEDESTRIAN WALKWAY AND OPEN SPACE AND SHALL BE DEDICATED TO, OWNED BY AND MAINTAINED BY THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT.

8. TRACT SL–1, SHALL BE FOR THE PURPOSE OF A BACK SLOPES AND OPEN SPACE AND SHALL BE DEDICATED TO, OWNED BY AND MAINTAINED BY THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT.

9. TRACT STM–5 SHALL BE FOR THE PURPOSE OF PUBLIC DRAINAGE AND SHALL BE DEDICATED TO, OWNED BY AND MAINTAINED BY THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT. A BLANKET EASEMENT IS HEREBY DEDICATED OVER THE ENTIRETY OF THIS TRACT TO THE CITY OF TITUSVILLE FOR EMERGENCY ACCESS AND FOR THE RIGHT, BUT NOT OBLIGATION, TO PERFORM MAINTENANCE OR EMERGENCY REPAIRS AT THE EXPENSE OF THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT.

10. TRACTS TP–1, TP–2, TP–3, TP–4 AND TP–5 SHALL BE FOR PERMANENT TREE CANOPY PLANTING, PROTECTION, PRESERVATION AND OPEN SPACE AND SHALL BE DEDICATED TO, OWNED BY AND MAINTAINED BY THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT.

11. TRACTS TT–3, TT–5, TT–7, TT–8, TT–12, TT–13, TT–14, TT–15, TT–16, TT–26, TT–29, TT–31, TT–32, TT–33, TT–34, TT–35, TT–38 AND TT–40 SHALL BE FOR PERMANENT TREE CANOPY PLANTING, PROTECTION, PRESERVATION AND OPEN SPACE AND SHALL BE DEDICATED TO, OWNED BY AND MAINTAINED BY THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT. THESE TRACTS ARE FOR PERMANENT TREE CANOPY PLANTING AND PROTECTION.

12. TRACTS UT–6, UT–8, UT–9, UT–12 AND UT–13 SHALL BE FOR PUBLIC UTILITY AND DRAINAGE AND SHALL BE DEDICATED TO, OWNED BY AND MAINTAINED BY THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT.

13. TRACTS WC–2, WC–3, WC–4 AND WC–5 SHALL BE FOR WETLAND CONSERVATION, TREE CANOPY PRESERVATION, TRACTS WC–2A, WC–2B SHALL BE FOR WETLAND CONSERVATION TRACTS AND ALL SHALL BE DEDICATED TO, AND OWNED BY THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT AND ARE SUBJECT TO AN EASEMENT TO THE BENEFIT OF ST. JOHNS RIVER MANAGEMENT DISTRICT. THESE TRACTS ARE SUBJECT TO THE RESTRICTIONS FOUND IN THE RECORDED DECLARATIONS OF COVENANTS AND CONDITIONS FOR VERONA. NO ALTERATION OR FILLING IS ALLOWED WITHIN THESE TRACTS EXCEPT AS PROVIDED FOR ON APPROVED CONSTRUCTION PLANS. A BLANKET EASEMENT IS HEREBY DEDICATED OVER THE ENTIRETY OF THESE TRACTS TO THE CITY OF TITUSVILLE, AND THE CDD FOR THE PURPOSE OF DRAINAGE CONVEYANCE.

14. FOR THE PROTECTIVE COVENANTS AND RESTRICTIONS, SEE OFFICIAL RECORDS BOOK 8768, PAGE 2250, AS AMENDED BY OFFICIAL RECORDS BOOK 9323, PAGE 2477, AS AMENDED BY OFFICIAL RECORDS BOOK 9511, PAGE 2165, AND OFFICIAL RECORDS BOOK _____, PAGE _____, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

15. WHERE MORE THAN ONE LOT OR PARTS OF LOTS ARE INTENDED TO BE USED AS A SINGLE BUILDING SITE, THE OUTSIDE BOUNDARIES OF THAT BUILDING SITE SHALL CARRY THE SIDE LOT EASEMENTS, PROVIDED THAT NO UTILITIES OR DRAINAGE FACILITIES EXIST WITHIN SAID EASEMENT AND NONE ARE NEGATIVELY IMPACTED AND PROPER VERIFICATION HAS BEEN MADE.

16. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL 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.

17. IF ALL INFRASTRUCTURE IS NOT IN PLACE AT THE TIME OF RECORDING THE FINAL PLAT, A PERFORMANCE BOND SHALL BE POSTED, AT THE DEVELOPER'S EXPENSE, FOR THE COST OF ALL REMAINING INFRASTRUCTURE IN ACCORDANCE WITH THE CITY OF TITUSVILLE CODE OF ORDINANCES AND LAND DEVELOPMENT CODE.

18. AN EMERGENCY ACCESS AND MAINTENANCE EASEMENT OVER ALL DRAINAGE, INCLUDING OUTFALL STRUCTURES AND OVER ALL DRAINAGE TRACTS, UTILITY TRACTS, WETLAND CONSERVATION TRACTS, TREE PRESERVATION TRACTS, OPEN SPACE TRACTS AND SLOPE TRACTS IS HEREBY GRANTED TO AND DEDICATED TO THE CITY OF TITUSVILLE FOR EMERGENCY ACCESS PURPOSES IN THE EVENT INADEQUATE MAINTENANCE OF SUCH DRAINAGE SYSTEM BY THE COMMUNITY DEVELOPMENT DISTRICT CREATES A HAZARD TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE. HOWEVER, THE EMERGENCY ACCESS AND MAINTENANCE EASEMENT GRANTED AND DEDICATED HEREIN DOES NOT AND SHALL NOT IMPOSE UPON THE CITY OF TITUSVILLE ANY OBLIGATION, BURDEN, RESPONSIBILITY, OR LIABILITY TO ENTER UPON LANDS DESCRIBED HEREON IN ORDER TO TAKE ANY ACTION OR REPAIR OR MAINTAIN SUCH PRIVATE DRAINAGE SYSTEM.

19. SURVEY MONUMENTS WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.091 (7–9). ALL LOT CORNERS WILL BE SET WITH AN 1/2" IRON ROD AND CAP OR NAIL AND DISK STAMPED "POWSHOK PLS 5383" WHERE POSSIBLE BEFORE THE TRANSFER OF ANY LOTS.

TRACT TABLE

TRACT	AREA	PUBLIC – PRIVATE USES	OWNER AND MAINTENANCE RESPONSIBILITY
DR–1	0.216 Ac.	PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
DR–2	0.046 Ac.	PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
DR–3	0.051 Ac.	PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
DR–4	0.069 Ac.	PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
DR–7	0.093 Ac.	PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
DR–9	0.060 Ac.	PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
DR–18	0.061 Ac.	PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
DR–19	0.142 Ac.	PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
DR–22	0.331 Ac.	PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
DR–23	0.157 Ac.	PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
DR–24	0.085 Ac.	PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
DR–25	0.070 Ac.	PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
LS–2	0.035 Ac.	SANITARY SEWER LIFT STATION	THE CITY OF TITUSVILLE
REC–1	0.176 Ac.	RECREATION/PUBLIC AND PRIVATE UTILITIES/PRIVATE DRAINAGE FACILITIES	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
SL–1	0.854 Ac.	BACK SLOPE/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
STM–5	2.196 Ac.	DRAINAGE FACILITIES/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TP–1	0.184 Ac.	TREE PRESERVBATION/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TP–2	0.338 Ac.	TREE PRESERVBATION/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TP–3	0.488 Ac.	TREE PRESERVBATION/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TP–4	0.045 Ac.	TREE PRESERVBATION/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TP–5	0.145 Ac.	TREE PRESERVBATION/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TT–3	0.283 Ac.	TREE PLANTING/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TT–5	0.307 Ac.	TREE PLANTING/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TT–7	0.060 Ac.	TREE PLANTING/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TT–8	0.137 Ac.	TREE PLANTING/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TT–12	0.271 Ac.	TREE PLANTING/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TT–13	0.088 Ac.	TREE PLANTING/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TT–14	0.250 Ac.	TREE PLANTING/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TT–15	0.163 Ac.	TREE PLANTING/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TT–16	0.116 Ac.	TREE PLANTING/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TT–26	0.142 Ac.	TREE PLANTING/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TT–29	0.375 Ac.	TREE PLANTING/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TT–31	0.155 Ac.	TREE PLANTING/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TT–32	0.234 Ac.	TREE PLANTING/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TT–33	0.299 Ac.	TREE PLANTING/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TT–34	0.576 Ac.	TREE PLANTING/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TT–35	0.107 Ac.	TREE PLANTING/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TT–38	0.076 Ac.	TREE PLANTING/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
TT–40	0.407 Ac.	TREE PLANTING/PUBLIC UTILITIES/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
UT–6	0.070 Ac.	PUBLIC UTILITIES AND DRAINAGE/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
UT–8	0.056 Ac.	PUBLIC UTILITIES AND DRAINAGE/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
UT–9	0.096 Ac.	PUBLIC UTILITIES AND DRAINAGE/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
UT–12	0.042 Ac.	PUBLIC UTILITIES AND DRAINAGE/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
UT–13	0.049 Ac.	PUBLIC UTILITIES AND DRAINAGE/LANDSCAPING/OPEN SPACE	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
WC–2	1.703 Ac.	WETLAND CONSERVATION/TREE PRESERVATION	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
WC–2A	0.183 Ac.	WETLAND CONSERVATION	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
WC–2B	0.870 Ac.	WETLAND CONSERVATION	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
WC–3	12.587 Ac.	WETLAND CONSERVATION/TREE PRESERVATION	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
WC–4	11.755 Ac.	WETLAND CONSERVATION/TREE PRESERVATION	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT
WC–5	21.382 Ac.	WETLAND CONSERVATION/TREE PRESERVATION	WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT

THIS TABLE IS FOR GENERAL INFORMATION ONLY! SEE SURVEYOR'S NOTES AND PLAT DEDICATION FOR OFFICIAL INFORMATION!

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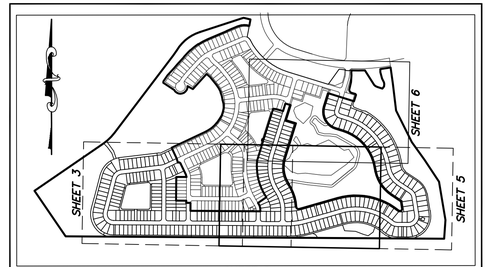
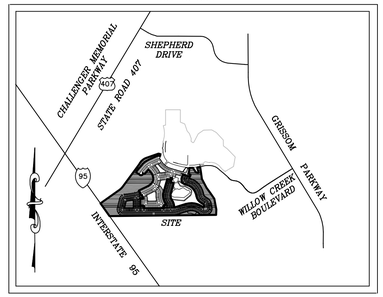
KEY MAP
NOT TO SCALE



SHEET 2

VICINITY MAP
NOT TO SCALE



BUILDING SETBACKS:
MINIMUM LOT WIDTH: 40 FEET
MINIMUM FRONT YARD: 25 FEET
MINIMUM REAR YARD: 20 FEET
MINIMUM REAR YARD: 15 FEET FOR LOTS 432–438, 442–449, 453–466
MINIMUM SIDE YARD: 5 FEET
MINIMUM BUILDING SEPARATION: 10 FEET

ACCESSORY BUILDINGS AND STRUCTURES SETBACKS:
MINIMUM REAR: 5 FEET.
LIAINIMUM SIDE: 9 FEET.
MINIMUM SIDE CORNER: 15 FEET.
ATTACHED PORCHES WITH ROOFS SHALL MEET THE MINIMUM SETBACKS OF THE PRINCIPAL STRUCTURE.

LEGEND

NAD	NORTH AMERICAN DATUM
O.R.B.	OFFICIAL RECORDS BOOK
(B.B.)	BEARING BASIS
D=	CURVE DELTA
R=	CURVE RADIUS
L=	CURVE LENGTH
CB=	CHORD BEARING
C=	CHORD DISTANCE
(NR)	NON–RADIAL
(R)	RADIAL
(NT)	NON–TANGENT
LB	LICENSED BUSINESS
□	5/8" IRON ROD PRM SET STAMPED "POWSHOK PRM PLS 5383"
■	4"x4" CONTRETE MONUMENT FOUND STAMPED "PRM LB 6723" UNLESS SHOWN OTHERWISE
●	PCP NAIL AND DISK FOUND STAMPED "PCP LB 6723"
○	PCP NAIL AND DISK SET STAMPED "POWSHOK PCP PLS 5383"
PRM	PERMANENT REFERENCE MONUMENT
PCP	PERMANENT CONTROL POINT
PLS	PROFESSIONAL LAND SURVEYOR
PSM	PROFESSIONAL SURVEYOR AND MAPPER
LB	LICENSED BUSINESS
TWP.	TOWNSHIP
R/W	RIGHT OF WAY

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That the City of Titusville, Florida hereby accepts said lands and plat for the uses and purposes therein expressed and all easements shown thereon to the perpetual use of the public for the purposes therein expressed.

MAYOR Date

City Clerk Date

CERTIFICATE OF REVIEWING SURVEYOR FOR CITY OF TITUSVILLE

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

Reviewing Surveyor for the City of Titusville
Lynn Sanders, PLS 4863

PLAT BOOK____ PAGE____
SHEET 1 OF 6
SECTIONS 9 & 10 TOWNSHIP. 22 S., RANGE 35 E.

DEDICATION

VERONA–VILLAGE C PHASE 2

KNOW ALL MEN BY THESE PRESENTS, THAT KB HOME ORLANDO, LLC A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED HEREIN HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES ALL PUBLIC STREETS AND UTILITY EASEMENTS SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC AND THE CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED ON THE DATE SET FORTH BELOW

TRACTS LS–2 (LIFT STATION) ARE DEDICATED TO THE CITY OF TITUSVILLE.

KB HOME ORLANDO, LLC
A DELAWARE LIMITED LIABILITY COMPANY
9120, SOUTHPARK CENTER LOOP,
STE. 100, ORLANDO, FL 32819

Title: VP of Land Development
Printed Name: Stephen McConn

Signed and sealed in the presence of:

Signature of witness: Signature of witness:
Printed Name of witness: Printed Name of witness:
Address: Address:

STATE OF FLORIDA
COUNTY OF _____.

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS ___ DAY OF _____, 2026 BY STEPHEN McCONN, VICE PRESIDENT _____ OF LAND DEVELOPMENT, AS REPRESENTATIVE FOR KB HOME ORLANDO, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SUCH PERSON [ ] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public
Printed Name:
Commission No.:
My Commission Expires:

IN WITNESS WHEREOF WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT ("THE CDD") HAS EXECUTED THESE UNDER HIS RESPECTIVE SEAL ON THIS _____.____ DAY OF _____, 2026.

WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services
Central Florida, LLC, 219 E Livingston Street Orlando, Florida 32801

Title: Chairman
Printed Name: Stephen McConn

Signed and sealed in the presence of:

Signature of witness: Signature of witness:
Printed Name of witness: Printed Name of witness:
Address: Address:

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2026. BY STEPHEN McCONN, WHO [ ] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public
Printed Name:
Commission No.:
My Commission Expires:

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on April 02, 2026 I completed a boundary survey of the lands shown in the foregoing plat; and that said plat was prepared under my direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes.

Registration No. 5383
Andrew W. Powshok, P.L.S.
AAL Land Surveying Services, Inc.
W. Melbourne, Florida 32904
3970 Minton Road
LB – 0006623
Certificate of Authorization Number

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1, Florida Statutes, and was filed for record on

_____ at _____.

File Number _____.

Clerk of the Circuit Court in and for Brevard County, Florida

VERONA-VILLAGE C PHASE 2

A REPLAT OF TRACTS FD-1, FD-2, WC-3 AND WC-4, VERONA-VILLAGE C, PLAT BOOK 77, PAGES 23-32, LYING IN SECTIONS 9 & 10, TOWNSHIP 22 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, COUNTY OF BREVARD, FLORIDA

– PLAT PREPARED BY –
AAL LAND SURVEYING SERVICES, INC.
PROJECT #51987 VERONA-VILLAGE C PHASE 2
DATE: 07-06-2026
3970 MINTON ROAD
WEST MELBOURNE, FLORIDA 32904
(321) 768-8110

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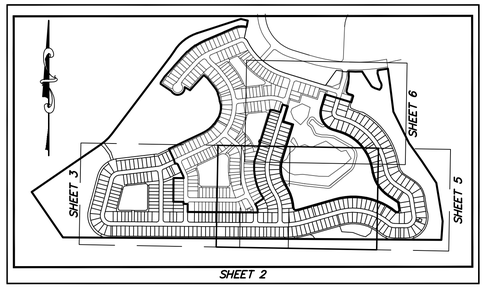
PLAT BOOK____ PAGE____
SHEET 2 OF 6
SECTIONS 9 & 10 TOWNSHIP. 22 S., RANGE 35 E.

GRAPHIC SCALE

200 0 100 200 400 800
(IN FEET)
1 inch = 200 ft.

KEY MAP
NOT TO SCALE



LEGEND

NAD	NORTH AMERICAN DATUM
O.R.B.	OFFICIAL RECORDS BOOK
(B.B.)	BEARING BASIS
D=	CURVE DELTA
R=	CURVE RADIUS
L=	CURVE LENGTH
CB=	CHORD BEARING
C=	CHORD DISTANCE
(NR)	NON-RADIAL
(R)	RADIAL
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LB	LICENSED BUSINESS
□	5/8" IRON ROD PRM SET STAMPED "POWSHOK PRM PLS 5383"
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PLS	PROFESSIONAL LAND SURVEYOR
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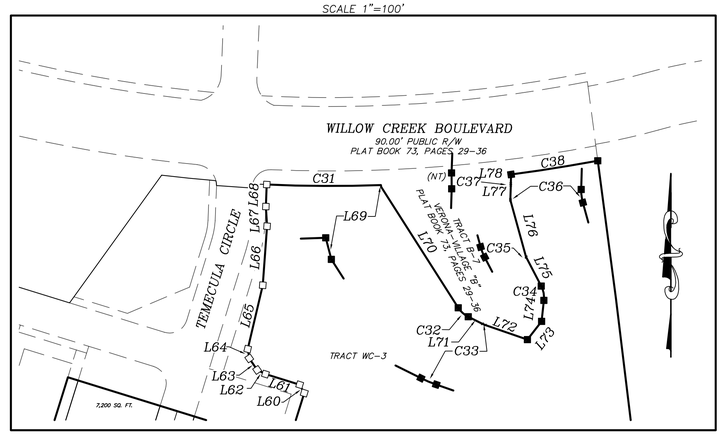
LB	LICENSED BUSINESS
TWP.	TOWNSHIP
R/W	RIGHT OF WAY

DETAIL A
SCALE 1"=100'



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	772.00'	5°33'06"	74.80'	74.77'	N33°22'38"E
C2	500.00'	40°16'57"	351.53'	344.33'	N50°44'33"E
C3	210.00'	26°03'31"	95.51'	94.69'	S88°37'42"E
C4	212.00'	12°20'52"	45.69'	45.60'	S72°10'06"W
C5	660.00'	10°56'27"	126.03'	125.84'	S60°31'26"W
C6	663.00'	10°28'27"	121.20'	121.03'	S49°48'59"W
C7	666.00'	2°54'04"	33.72'	33.72'	S43°07'44"W
C8	664.00'	5°11'11"	60.10'	60.08'	S39°05'06"W
C9	84.00'	155°54'33"	228.57'	164.30'	N72°41'19"E
C10	361.00'	16°00'37"	100.88'	100.55'	S31°41'45"E
C11	332.68'	16°09'04"	93.78'	93.47'	S16°10'06"E
C12	370.00'	14°20'32"	92.62'	92.38'	S13°11'54"W
C13	364.00'	9°31'57"	60.56'	60.49'	S31°57'12"W
C14	361.00'	26°54'13"	169.51'	167.96'	S50°10'17"W
C15	25.00'	90°00'00"	39.27'	35.36'	S71°22'36"E
C16	75.00'	23°51'29"	31.23'	31.00'	S14°26'51"E
C17	125.00'	35°17'36"	77.00'	75.79'	N18°16'39"W
C18	775.00'	0°48'28"	10.92'	10.92'	N35°31'13"W
C19	655.00'	39°59'35"	457.20'	447.97'	N15°07'12"W

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C20	155.00'	19°15'21"	52.09'	51.85'	S83°27'40"E
C21	347.00'	51°03'39"	309.24'	299.11'	S09°21'49"E
C22	550.00'	30°31'45"	293.06'	289.60'	S19°37'46"E
C23	25.00'	98°49'49"	43.12'	37.97'	S53°46'48"E
C24	640.00'	3°48'16"	42.50'	42.49'	N74°54'10"E
C25	800.00'	55°00'58"	768.17'	739.00'	S79°29'29"E
C26	25.00'	138°01'31"	60.22'	46.68'	N59°00'15"E
C27	25.00'	47°23'51"	20.68'	20.10'	N33°42'26"W
C28	440.00'	44°48'17"	344.08'	335.38'	N35°00'13"W
C29	540.00'	61°13'54"	577.10'	550.02'	N43°13'02"W
C30	210.00'	90°00'00"	329.87'	296.98'	N28°49'59"W
C31	1993.32'	4°34'52"	159.38'	159.33'	S89°12'04"W
C32	35.00'	31°06'56"	19.01'	18.77'	S49°07'08"E
C33	35.00'	7°14'17"	4.42'	4.42'	S68°17'44"E
C34	35.00'	33°40'54"	20.57'	20.28'	N11°41'57"W
C35	5.00'	12°02'41"	1.05'	1.05'	N22°31'04"W
C36	5.00'	16°59'27"	1.48'	1.48'	N08°00'00"W
C37	35.00'	3°37'34"	2.22'	2.21'	N01°19'04"W
C38	2412.07'	2°54'56"	122.74'	122.72'	N79°57'59"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	83.79'	S 77°14'19" E
L2	70.41'	S 09°20'06" W
L3	5.01'	S 10°18'18" W
L4	2.00'	N 11°39'28" W
L5	140.67'	S 65°59'40" W
L6	2.00'	S 24°00'20" E
L7	245.01'	S 65°59'40" W
L8	3.00'	N 34°56'47" W
L9	3.00'	N 45°25'14" W
L10	71.65'	S 41°40'41" W
L11	2.00'	S 48°19'19" E
L12	115.70'	S 41°40'41" W
L13	115.52'	S 41°44'58" W
L14	84.76'	S 32°41'57" W
L15	17.39'	S 03°45'39" W
L16	153.21'	S 57°18'03" E
L17	72.37'	S 61°38'56" E
L18	69.81'	N 40°42'26" E
L19	171.76'	N 41°26'26" E
L20	54.87'	S 50°08'25" E
L21	120.37'	S 39°42'03" E
L22	4.00'	S 66°18'34" W
L23	46.00'	S 15°57'59" E
L24	48.35'	S 02°47'45" E
L25	44.05'	S 31°35'32" W
L26	3.00'	N 53°16'49" W
L27	445.79'	S 63°37'24" W
L28	139.00'	S 26°22'36" E
L29	50.70'	S 16°51'43" E
L30	142.01'	S 26°22'36" E
L31	119.96'	S 89°22'09" W
L32	280.00'	S 00°37'51" E
L33	120.00'	N 89°22'09" E
L34	25.00'	S 00°37'51" E
L35	50.00'	N 89°22'09" E
L36	95.00'	S 00°37'51" E
L37	826.28'	N 89°22'09" E
L38	17.28'	N 00°37'51" W
L39	120.00'	N 54°53'01" E

LINE TABLE		
LINE	LENGTH	BEARING
L40	240.72'	N 16°10'01" E
L41	15.00'	N 73°49'59" W
L42	19.68'	N 16°10'01" E
L43	15.00'	S 73°49'59" E
L44	378.12'	N 16°10'01" E
L45	68.88'	S 73°49'59" E
L46	95.00'	N 16°10'01" E
L47	65.00'	S 73°49'59" E
L48	187.33'	S 16°10'01" W
L49	123.00'	S 73°49'59" E
L50	436.69'	S 16°10'01" W
L51	3.00'	S 55°06'22" W
L52	430.17'	N 73°00'02" E
L53	76.33'	N 10°00'31" W
L54	126.33'	N 57°24'22" W
L55	70.86'	N 12°36'05" W
L56	89.71'	N 73°49'59" W
L57	165.00'	N 16°10'01" E
L58	322.00'	S 73°49'59" E
L59	76.77'	N 16°10'01" E
L60	13.27'	N 29°47'27" W
L61	50.06'	N 73°49'59" W
L62	13.00'	N 64°12'04" W
L63	19.57'	N 35°17'27" W
L64	13.13'	N 10°40'19" W
L65	91.70'	N 12°11'26" E
L66	82.71'	N 03°05'35" E
L67	27.52'	N 04°33'21" W
L68	30.76'	N 01°18'58" E
L69	2.90'	S 15°41'22" E
L70	200.04'	S 33°33'40" E
L71	22.17'	S 64°40'36" E
L72	62.21'	S 71°54'53" E
L73	32.37'	N 36°46'11" E
L74	29.50'	N 05°08'30" E
L75	45.20'	N 28°32'24" W
L76	81.48'	N 16°29'44" W
L77	20.18'	N 00°29'43" E
L78	12.58'	N 00°48'51" E

VERONA-VILLAGE C PHASE 2

A REPLAT OF TRACTS FD-1, FD-2, WC-3 AND WC-4, VERONA-VILLAGE C, PLAT BOOK 77, PAGES 23-32, LYING IN SECTIONS 9 & 10, TOWNSHIP 22 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, COUNTY OF BREVARD, FLORIDA

– PLAT PREPARED BY –
AAL LAND SURVEYING SERVICES, INC.
PROJECT #51987 VERONA-VILLAGE C PHASE 2
DATE: 07-06-2026
3970 MINTON ROAD
WEST MELBOURNE, FLORIDA 32904
(321) 768-8110

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PLAT BOOK____ PAGE____
SHEET 3 OF 6
SECTIONS 9 & 10 TOWNSHIP. 22 S., RANGE 35 E.

LEGEND

NAD	NORTH AMERICAN DATUM
O.R.B.	OFFICIAL RECORDS BOOK
(B.B.)	BEARING BASIS
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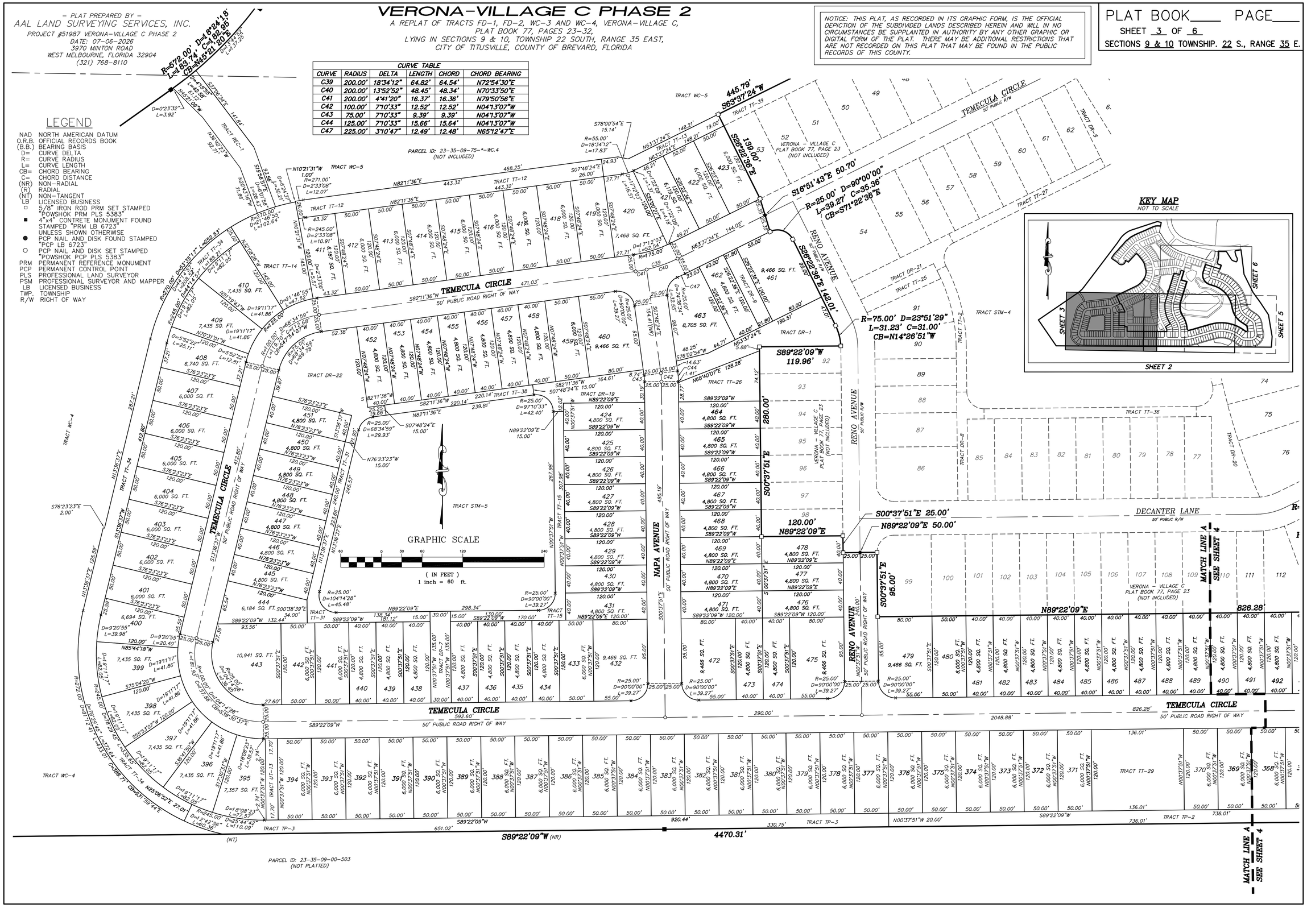
PSM	PROFESSIONAL SURVEYOR AND MAPPER
LB	LICENSED BUSINESS
TWP.	TOWNSHIP
R/W	RIGHT OF WAY

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C39	200.00'	18°34'12"	64.82'	64.54'	N72°54'30"E
C40	200.00'	13°52'52"	48.45'	48.34'	N70°33'50"E
C41	200.00'	4°41'20"	16.37'	16.36'	N79°50'56"E
C42	100.00'	7°10'33"	12.52'	12.52'	N04°13'07"W
C43	75.00'	7°10'33"	9.39'	9.39'	N04°13'07"W
C44	125.00'	7°10'33"	15.66'	15.64'	N04°13'07"W
C47	225.00'	3°10'47"	12.49'	12.48'	N65°12'47"E



VERONA-VILLAGE C PHASE 2

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– PLAT PREPARED BY –
AAL LAND SURVEYING SERVICES, INC.
PROJECT #51987 VERONA-VILLAGE C PHASE 2
DATE: 07-06-2026
3970 MINTON ROAD
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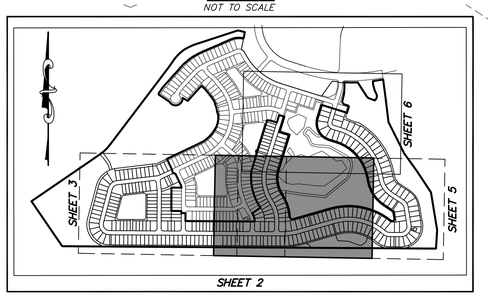
PLAT BOOK____ PAGE____
SHEET 4 OF 6
SECTIONS 9 & 10 TOWNSHIP. 22 S., RANGE 35 E.

KEY MAP
NOT TO SCALE



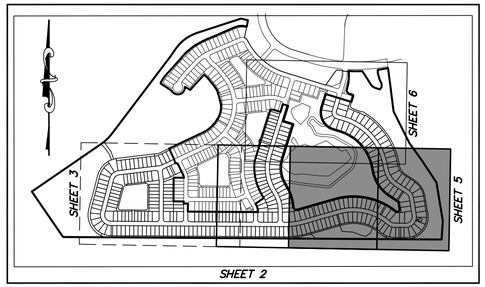
SEE SHEET 6 MATCH LINE C
SEE SHEET 6 MATCH LINE C
TRACT TT-5
TRACT DR-5
TRACT TT-19
TRACT TT-28
TRACT DR-6
TRACT TT-37
TRACT TT-36
TRACT DR-20
DECANTER LANE
50' PUBLIC R/W
VENTENO AVENUE
50' PUBLIC R/W
SYRAH AVENUE
50' PUBLIC R/W
TEMECULA CIRCLE
50' PUBLIC ROAD RIGHT OF WAY
TRACT TT-9
TRACT TT-16
TRACT TT-32
TRACT TT-33
TRACT TT-40
TRACT TT-3
TRACT TT-7
TRACT TT-12
TRACT TT-29
TRACT TP-2
TRACT TP-1
TRACT TP-4
TRACT UT-5
TRACT UT-9
TRACT LS-1
TRACT DR-23
TRACT WC-1
TRACT WC-1A
TRACT WC-2
TRACT WC-2A
TRACT WC-2B
TRACT STM-1
VERONA – VILLAGE C PLAT BOOK 77, PAGE 23 (NOT INCLUDED)
PARCEL ID: 23-35-09-00-503 (NOT PLATTED)
SEE SHEET 3 MATCH LINE A
SEE SHEET 5 MATCH LINE B
826.28'
2048.88'
4470.31'
S89°22'09"W
N00°37'51"W 20.00'
S01°08'28"E 1.00'
392.43'
401.02'
S89°22'09"W
736.01'
136.01'
240.72'
N18°41'01"E
S16°10'01"W
R=655.00'
R=555.00'
R=510.00'
R=485.00'
R=947.00'
D=5°09'39"
L=800.24'
CB=S09°21'49"E
R=550.00'
D=30°31'45"
L=293.08'
CB=S31°07'46"E
R=946.00'
R=775.00'
R=800.00'
R=825.00'
R=615.00'
R=640.00'
R=786.00'
R=600.00'
D=55°00'58"
L=768.17'
C=739.00'
CB=S
R=440.00'
L=344.06'
C=339.38
50.02'
CB=N43°19'02"W
70.86'
N12°38'05"W
S55°06'22"W
3.00'
N64°44'28"E
17.00'
R=364.00'
D=9°38'07"
L=61.21'
D=9°38'07"
L=58.35'
N73°49'59"W
121.00'
6,050 SQ. FT.
230
231
232
233
234
235
236
237
238
239
240
241
242
243
N73°00'02"E
430.17'
265.82'
142.21'
N16°59'58"W
121.00'
6,050 SQ. FT.
N73°00'02"W
365.91'
S16°59'58"E
121.00'
6,050 SQ. FT.
N16°59'58"W
121.00'
6,050 SQ. FT.

VERONA-VILLAGE C PHASE 2

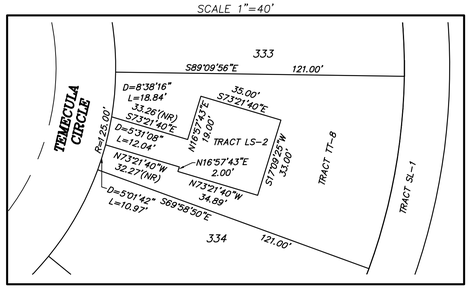
A REPLAT OF TRACTS FD-1, FD-2, WC-3 AND WC-4, VERONA-VILLAGE C, PLAT BOOK 77, PAGES 23-32, LYING IN SECTIONS 9 & 10, TOWNSHIP 22 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, COUNTY OF BREVARD, FLORIDA

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

KEY MAP
NOT TO SCALE



DETAIL B
SCALE 1"=40'



– PLAT PREPARED BY –
AAL LAND SURVEYING SERVICES, INC.
PROJECT #51987 VERONA-VILLAGE C PHASE 2
DATE: 07-06-2026
3970 MINTON ROAD
WEST MELBOURNE, FLORIDA 32904
(321) 768-8110

PLAT BOOK____ PAGE____
SHEET 5 OF 6
SECTIONS 9 & 10 TOWNSHIP. 22 S., RANGE 35 E.

LEGEND

NAD	NORTH AMERICAN DATUM
O.R.B.	OFFICIAL RECORDS BOOK
(B.B.)	BEARING BASIS
D=	CURVE DELTA
R=	CURVE RADIUS
L=	CURVE LENGTH
CB=	CHORD BEARING
C=	CHORD DISTANCE
(NR)	NON-RADIAL
(R)	RADIAL
(NT)	NON-TANGENT
LB	LICENSED BUSINESS
□	5/8" IRON ROD PRM SET STAMPED "POWSHOK PRM PLS 5383"
■	4"x4" CONTRETE MONUMENT FOUND STAMPED "PRM LB 6723" UNLESS SHOWN OTHERWISE
●	PCP NAIL AND DISK FOUND STAMPED "PCP LB 6723"
○	PCP NAIL AND DISK SET STAMPED "POWSHOK PCP PLS 5383"
PRM	PERMANENT REFERENCE MONUMENT
PCP	PERMANENT CONTROL POINT
PLS	PROFESSIONAL LAND SURVEYOR
PSM	PROFESSIONAL SURVEYOR AND MAPPER
LB	LICENSED BUSINESS
TWP.	TOWNSHIP
R/W	RIGHT OF WAY

GRAPHIC SCALE

60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

SEE SHEET 6 MATCH LINE D

SEE SHEET 4 MATCH LINE B

TEMECULA CIRCLE
50' PUBLIC ROAD RIGHT OF WAY

TRACT WC-1
VERONA VILLAGE D
PLAT BOOK 71, PAGES 18-24

VERONA – VILLAGE C PLAT BOOK 77, PAGE 23 (NOT INCLUDED)

PARCEL ID: 23-35-10-BB-*-177
COCOA-INDIAN RIVER PROPERTIES
PLAT BOOK 5, PAGE 7

PARCEL ID: 23-35-10-BB-*-503
(NOT PLATTED)

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C26	25.00'	138°01'31"	60.22'	46.68'	N59°00'15"E
C27	25.00'	47°23'51"	20.68'	20.10'	N33°42'26"W

VERONA-VILLAGE C PHASE 2

A REPLAT OF TRACTS FD-1, FD-2, WC-3 AND WC-4, VERONA-VILLAGE C, PLAT BOOK 77, PAGES 23-32, LYING IN SECTIONS 9 & 10, TOWNSHIP 22 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, COUNTY OF BREVARD, FLORIDA

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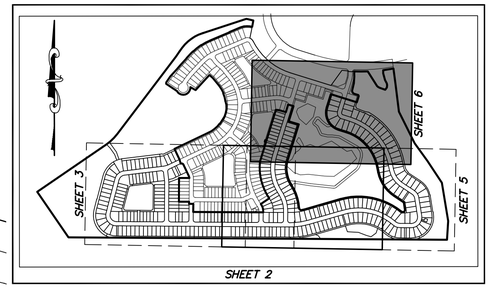
KEY MAP
NOT TO SCALE



– PLAT PREPARED BY –
AAL LAND SURVEYING SERVICES, INC.
PROJECT #51987 VERONA-VILLAGE C PHASE 2
DATE: 07-06-2026
3970 MINTON ROAD
WEST MELBOURNE, FLORIDA 32904
(321) 768-8110

PLAT BOOK____ PAGE____
SHEET 6 OF 6
SECTIONS 9 & 10 TOWNSHIP. 22 S., RANGE 35 E.

LEGEND

NAD	NORTH AMERICAN DATUM
O.R.B.	OFFICIAL RECORDS BOOK
(B.B.)	BEARING BASIS
D=	CURVE DELTA
R=	CURVE RADIUS
L=	CURVE LENGTH
CB=	CHORD BEARING
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PRM	PERMANENT REFERENCE MONUMENT
PCP	PERMANENT CONTROL POINT
PLS	PROFESSIONAL LAND SURVEYOR
PSM	PROFESSIONAL SURVEYOR AND MAPPER
LB	LICENSED BUSINESS
TWP.	TOWNSHIP
R/W	RIGHT OF WAY

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

SURETY PERFORMANCE BOND **BOND NO. 7901194305**

KNOW ALL MEN BY THESE PRESENTS:

That **KB Home Orlando, LLC** having an address of **9201 Southpark Center Loop #100, Orlando, FL 32819,** hereinafter referred to as "Principal", and **Nationwide Mutual Insurance Company,** a corporation licensed to transact surety business in the State of Florida, and having an address of **One West Nationwide Blvd., 1-14-301, Columbus, OH 43215,** herein after referred to as "Surety", are held and firmly bound unto the City of Titusville, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY" in the sum of **$7,950,902.84**, lawful money of the United States of America, for the payment of which the Principal and the Surety, jointly and severally, bind themselves, their heirs, executors and successors and assigns, firmly by these presents.

WHEREAS, Principal has agreed to construct the improvements listed below in the **Verona, Village C, Phase 2 subdivision** as shown on the preliminary plat/engineering plans (construction plans) approved **April 9, 2024** and on the proposed final plat. The improvements to be constructed are as follows: infrastructure improvements, to guarantee the proper installation of water lines, sewer lines, drainage, sidewalks, roads and other public improvements related to the development of said plat, as shown on the approved site plan, including the reconstruction, restoration and repair of all existing and future street paving, shoulders, drainage swales, water and wastewater utilities and other drainage structures damaged or subsequently affected by construction of said improvements as determined by the City.

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully construct the improvements as stated herein without damaging any City road, facilities, utilities, property or easement and complete the work, acceptable to the City, according to approved plans, specifications and established standards within one (1) year from the date the final plat is approved, then this obligation shall be null and void, otherwise it shall remain in full force and effect. The City Administrator, for good cause shown by the Principal, may extend the time for installation of the public improvements for a period not to exceed six (6) months.

If the Principal shall be declared in default by the CITY for failure to construct the improvements or for damaging the City road, facilities, utilities, property or easement, the Surety shall have thirty (30) days from the date of said default within which to take whatever action it deems necessary to complete the work and/or repair damaged property if necessary. If, at the expiration of thirty (30) days from the date of said default, no arrangements have been made by the Principal or Surety satisfactory to the CITY for the corrective work required by the CITY, then the CITY shall have the right to perform such work and charge the cost thereof, including but not limited to, engineering, legal and other costs, together with any and all damages, which the CITY may sustain on account of the default. The CITY may, at its discretion, provide the Principal and

Surety with an estimate of costs of completing such work prior to completing such work, and the Principal and Surety shall be liable for the amount shown on such estimate prior to the CITY completing such work. After the expiration of the aforesaid grace period, the CITY shall have the additional right to contract for the completion of such work which the Principal has failed to perform or correct and upon the CITY's acceptance of the lowest responsible bid for the completion of said work, the Principal and Surety shall become immediately liable for the amount of said bid and in the event the CITY is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of twelve percent (12%) per annum beginning with the commencement of such legal proceedings. The CITY, at its discretion, may permit the Surety to complete such work in the event of the Principal's default. In such case, the Principal and Surety shall be jointly and severally liable hereunder to pay to indemnify the City, up to the amount of this bond, upon completion of said reconstruction, restoration or repair work, for the final total cost thereof, including but not limited to, engineering, legal and contingent costs together with any and all damages, which the City may sustain on account of the failure of the Principal to comply with all of the requirements thereof.

It is further agreed that the total amount of this bond shall be based on rates and/or unit costs as established in standards or other regulations currently in effect in the City of Titusville. In the event that the CITY commences suit for the collection of any sums due hereunder, the Principal agrees to pay all costs incurred by the CITY, including attorney's fees. No right or action shall accrue on this Bond to or for the use of any person or corporation other than the City names herein or the successors of the City. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Florida law for suit on contracts under seal.

The Surety hereby waives notice of and agrees that any changes or amendments to the Construction Plans, site plans or permits does not affect Surety's obligations under this Bond.

IN WITNESS HEREOF, the Principal and Surety has caused this Surety Performance Bond to be executed in its name and its respective corporate seal to be affixed, by its duly authorized officers,

EXECUTED this 16th day of September, 2026.

PRINCIPAL: ~~KB~~ **Home Orlando, LLC**

Print name: Michael Robertson
Title: Vice President of Finance

SURETY: **Nationwide Mutual Insurance Company**

Print name: My Hua
Title: Attorney-in-Fact

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 17th day of September 20 26 by **PRINCIPAL** name, title Michael Robertson, VP Financie by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



Eileen Sesto
Notary Public, State of Florida
Printed Name: Eileen Sesto
My Commission expires: 7/12/2029

STATE OF _____ ***See attached California All-Purpose Acknowledgment***

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20___, by **SURETY** name, title _____ by means of ☐ physical presence or ☐ online notarization, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public, State of Florida
Printed Name:
My Commission expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On SEP 16 2026 (DATE) before me, Kathy R. Mair, Notary Public ([Name of Notary Public and Title "Notary Public"]),

personally appeared My Hua ([Name(s) of Signer(s)]),

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

KATHY R. MAIR
Notary Public - California
Orange County
Commission # 2518209
My Comm. Expires May 22, 2029

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☒ Attorney-in-Fact
- ☐ Trustee ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☐ Attorney-in-Fact
- ☐ Trustee ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
KATHY R MAIR; MECHELLE LARKIN; MY HUA; SOKHA EVANS; TENZER V CUNNINGHAM;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

NATIONWIDE MUTUAL INSURANCE COMPANY SEAL COLUMBUS, OH

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this _____ day of SEP 16 2026

Assistant Secretary

BDJ 1(10-25)00

SURETY PERFORMANCE BOND **BOND NO. 7901194306**

KNOW ALL MEN BY THESE PRESENTS:

That we **KB Home Orlando, LLC** having an address of **9201 Southpark Center Loop #100, Orlando, FL 32819,** hereafter referred to as "Principal", and **Nationwide Mutual Insurance Company,** a corporation licensed to transact surety business in the State of Florida, and having an address of **One West Nationwide Blvd., 1-14-301, Columbus, OH 43215** hereinafter referred to as "Surety", are held and firmly bound unto the City of Titusville, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY" in the sum of **$106,158.76** for payment of which we bind ourselves, our heirs, executors and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, this Performance bond is being posted to delay the installation of sidewalks, throughout the **Verona, Village C, Phase 2** subdivision, except on lots obtaining a building permit, until two (2) years after the date of final plat approval for **Verona, Village C, Phase 2** subdivision. At the end of the two (2) years period, the Principal shall have installed all sidewalks pursuant to the approved final plat and Section 34-182 of the City's Land Development Regulations.

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully perform the conditions set forth herein without damaging any City road or easement, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

If the Principal shall be declared in default by the City for failure to install the improvements within the above time periods, the Surety shall have thirty (30) days from the date of said default within which to take whatever action it deems necessary to complete the work and/or repair damaged property if necessary. If, at the expiration of thirty (30) days from the date of said default, no arrangements have been made by the Principal or Surety satisfactory to the City for the corrective work required by the City, then the City shall have the right to perform such work and charge the cost thereof, including but not limited to, engineering, legal and other costs, together with any damages, either direct or consequential, which the City may sustain on account of the Principal's default. The City may, at its discretion, provide the Principal and Surety with an estimate of costs of completing such work prior to completing such work, and the Principal and Surety shall be liable for the amount shown on such estimate prior to the City completing such work. After the expiration of the aforesaid grace period, the City shall have the additional right to contract for the completion of such work which the Principal has failed to perform or correct and upon the City's acceptance of the lowest responsible bid for the completion of said permit, the Principal and Surety shall become immediately liable for the amount of said bid and in the event the City is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of twelve percent (12%) per annum beginning with the commencement of such legal proceedings. The City, at its discretion, may permit the Surety to complete such work in the event of the Principal's default.

In the event that the City commences suit for the collection of any sums due hereunder, the Principal agrees to pay all costs incurred by the City, including attorney's fees.

EXECUTED this 16th day of September, 2026.

PRINCIPAL: KB Home Orlando, LLC

Print name: Michael Robertson
Title: Vice President of Finance

SURETY: Nationwide Mutual Insurance Company

Print name: My Hua
Title: Attorney-in-Fact

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 17th day of September 2026, by **PRINCIPAL** name, title Michael Robertson, VP Finance by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

Notary Public State of Florida
Eileen Sesto
My Commission HH 683570
Expires 7/12/2029

Printed Name: Eileen Sesto
My Commission expires: 7/12/2029

STATE OF _____ ***See attached California All-Purpose Acknowledgment***

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20___, by **SURETY** name, title _____ by means of ☐ physical presence or ☐ online notarization, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public, State of Florida
Printed Name:
My Commission expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On SEP 16 2026 (DATE) before me, Kathy R. Mair, Notary Public ([Name of Notary Public and Title "Notary Public"]),

personally appeared My Hua ([Name(s) of Signer(s)]),

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

KATHY R. MAIR
Notary Public - California
Orange County
Commission # 2518209
My Comm. Expires May 22, 2029

Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☒ Attorney-in-Fact
- ☐ Trustee ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☐ Attorney-in-Fact
- ☐ Trustee ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
KATHY R MAIR; MECHELLE LARKIN; MY HUA; SOKHA EVANS; TENZER V CUNNINGHAM;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this _____ day of SEP 16 2026, _____.

Assistant Secretary

BDJ 1(10-25)00

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Riverwind - Final Plat**

Department/Office: Community Development

Recommended Action:

Recommend approval of the final plat for Riverwind. (This is a quasi-judicial item.)

On October 7, 2026, the Planning and Zoning Commission (P&Z) made a motion to recommend approval of the Riverwind Final Plat as presented. Approved 5-0.

Summary Explanation & Background:

Riverwind, formerly known as Christian Court Townhomes and Mercedes Townhomes, is a proposed 72 lot townhome subdivision on approximately 7 acres located north of Garden Street, behind McDonald's and the O'Reilly Auto Parts store. The originally approved Final Plat was not recorded, and the approval subsequently became null and void. The former property developer completed certain site improvements, including installation of utilities and construction of internal roadways, which remain in place today.

There are no bonding requirements as the infrastructure is complete.

The following are attached and required for approval:

- Final plat
- Declaration of Covenants

The final plat is consistent with the comprehensive plan, the preliminary plat and final plat requirements described in Chapter 34, Article III, Division "Plat" of the Code.

Staff reviewed the final plat for consistency with the comprehensive plan, land development regulations and recommends approval. Staff also reviewed the covenants and recommends acceptance.

Alternatives:

1. Recommend approval of the final plat.
2. Recommend approval of the final plat with conditions.
3. Do not recommend approval of the final plat.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Final Plat
2. Covenants

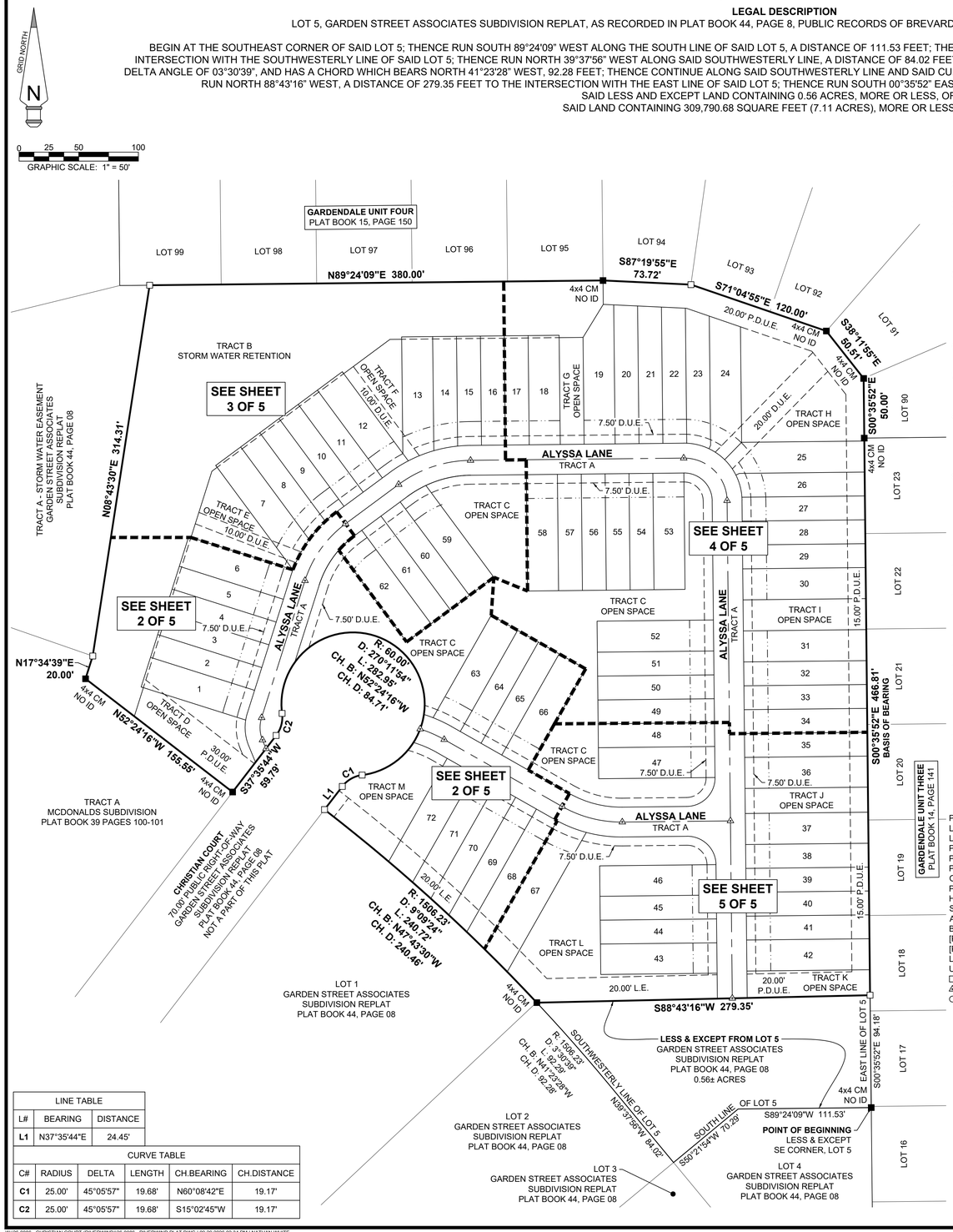
RIVERWIND

A REPLAT OF LOT 5, GARDEN STREET ASSOCIATES SUBDIVISION REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 8, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
LYING IN SECTION 32, TOWNSHIP 21 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION

LOT 5, GARDEN STREET ASSOCIATES SUBDIVISION REPLAT, AS RECORDED IN PLAT BOOK 44, PAGE 8, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING PARCEL:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE RUN SOUTH 89°24'09" WEST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 111.53 FEET; THENCE RUN SOUTH 50°21'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 70.29 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID LOT 5; THENCE RUN NORTH 39°37'56" WEST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 84.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1506.23 FEET, A DELTA ANGLE OF 03°30'39", AND HAS A CHORD WHICH BEARS NORTH 41°23'28" WEST, 92.28 FEET; THENCE CONTINUE ALONG SAID SOUTHWESTERLY LINE AND SAID CURVE, AN ARC DISTANCE OF 92.29 FEET TO THE INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN NORTH 88°43'16" WEST, A DISTANCE OF 279.35 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID LOT 5; THENCE RUN SOUTH 00°35'52" EAST ALONG SAID EAST LINE, A DISTANCE OF 94.18 FEET TO THE POINT OF BEGINNING;
SAID LESS AND EXCEPT LAND CONTAINING 0.56 ACRES, MORE OR LESS, OF LAND;
SAID LAND CONTAINING 309,790.68 SQUARE FEET (7.11 ACRES), MORE OR LESS, OF LAND.



LINE TABLE		
L#	BEARING	DISTANCE
L1	N37°35'44"E	24.45'

CURVE TABLE					
C#	RADIUS	DELTA	LENGTH	CH.BEARING	CH.DISTANCE
C1	25.00'	45°05'57"	19.68'	N60°08'42"E	19.17'
C2	25.00'	45°05'57"	19.68'	S15°02'45"W	19.17'

PLAT NOTES:

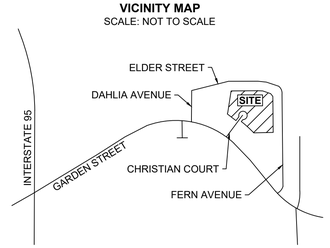
1. BEARING REFERENCE: THIS PLAT USES THE BEARING BASIS OF S00°35'52"E, BEING THE EAST LINE OF LOT 5, AS MEASURED. THE PREVIOUS PLAT HELD A BEARING OF S01°07'56"E. GRID BEARINGS USED HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83 2011), FLORIDA STATE PLANE SYSTEM, EAST ZONE, U.S. SURVEY FOOT.
2. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH CHAPTER 177.091, FLORIDA STATUTES.
3. ALL LINES, IF ABUTTING A CURVE, ARE RADIAL UNLESS OTHERWISE NOTED WITH "(NR)".
4. TRACT "A" IS HEREBY CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY RIVERWIND HOMEOWNERS ASSOCIATION ("THE HOA") FOR PRIVATE ROAD, GATES, AND DRAINAGE PURPOSES. TRACT "A" IS SUBJECT TO AN EASEMENT GRANTED TO THE CITY OF TITUSVILLE, PUBLIC UTILITIES, AND OTHER PUBLIC AGENCIES FOR THE PURPOSE OF ACCESS, INSTALLATION, OPERATION, INSPECTION, AND MAINTENANCE OF PUBLIC UTILITIES AND EMERGENCY PURPOSES.
5. TRACT "B" IS HEREBY CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE HOA AS A STORM WATER RETENTION TRACT. ANY AND ALL AMENITIES WITHIN THIS TRACT ARE TO BE OWNED AND MAINTAINED BY THE HOA. TRACT "B" IS SUBJECT TO AN EASEMENT GRANTED TO THE CITY OF TITUSVILLE AND OTHER PUBLIC AGENCIES FOR THE PURPOSE OF ACCESS, HOWEVER THE CITY OF TITUSVILLE SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR, AND/OR RESTORATION OF ANY STORM WATER PIPES, STORM WATER STRUCTURES, OR ASSOCIATED MANAGEMENT FACILITIES AND SUCH MAINTENANCE, REPAIR, AND/OR RESTORATION SHALL BE THE RESPONSIBILITY OF THE HOA.
6. TRACTS "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", AND "M" ARE HEREBY CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE HOA AS OPEN SPACES. ANY AND ALL AMENITIES WITHIN THESE TRACTS ARE TO BE OWNED AND MAINTAINED BY THE HOA.
7. UNLESS OTHERWISE SHOWN, A 7.50-FOOT PRIVATE DRAINAGE & UTILITY EASEMENT ADJACENT TO ALYSSA LANE (TRACT "A") IS HEREBY CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE HOA FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF UTILITIES AND COMMON ACCESS ALONG TRACT "A".
8. ALL PUBLIC DRAINAGE AND UTILITY EASEMENTS ARE DEDICATED TO AND FOR THE BENEFIT OF THE PUBLIC, BUT SHALL BE CONTROLLED AND MAINTAINED BY THE HOA FOR THE PURPOSES OF INSTALLATION, OPERATION, AND MAINTENANCE OF DRAINAGE AND UTILITIES. EASEMENTS NOT SPECIFIED AS PUBLIC IS DEDICATED TO, CONTROLLED, AND MAINTAINED BY THE HOA FOR THE PURPOSES OF INSTALLATION, OPERATION, AND MAINTENANCE OF DRAINAGE AND UTILITIES. HOWEVER, THE CITY OF TITUSVILLE IS GRANTED AN INGRESS / EGRESS EASEMENT OVER ALL EASEMENTS FOR THE PURPOSES OF EMERGENCY REPAIR AS THE CITY DEEMS NECESSARY.
9. 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.
10. THIS PLAT HAS BEEN MADE IN CONJUNCTION WITH A BOUNDARY SURVEY PREPARED BY THIS FIRM, DATED 08/12/2026, PROJECT NUMBER 26-0086.
11. NOT WITHSTANDING ANY PROVISION IN THIS DECLARATION, NO AMENDMENTS TO THIS DECLARATION SHALL BE MADE WHICH ARE IN CONFLICT WITH THE CITY OF TITUSVILLE'S LAND DEVELOPMENT REGULATIONS OR CODE OF ORDINANCES OR OTHER LOCAL, STATE, OR FEDERAL ORDINANCES, LAWS, OR REGULATIONS; AND ALL CHANGES, AMENDMENTS, OR ALTERATIONS TO THIS DECLARATION MUST BE APPROVED BY THE CITY OF TITUSVILLE CITY COUNCIL.
12. FURTHER SUBDIVISION OF ANY LOT SHOWN ON THIS PLAT AS SERVED BY A PRIVATE STREET SHALL BE PROHIBITED.
13. FOR PROTECTIVE COVENANTS AND DEED RESTRICTIONS, REFER TO OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
14. ALL OWNERS OF LAND INCLUDED BY THIS PLAT SHALL BE SUBJECT TO ANY ASSESSMENT OF COSTS REQUIRED TO CORRECT DEFICIENCIES CAUSED BY SUBSTANDARD CONSTRUCTION AND HOLD THE CITY OF TITUSVILLE HARMLESS FOR ANY ACCIDENT OR INJURY TO PERSON OR PROPERTY THAT MAY RESULT THEREFROM.
15. MAXIMUM IMPERVIOUS SURFACE AREA PER LOT IS 1,700 SQUARE FEET.
16. LINES INDICATED AS "TIE LINE ONLY" ARE FOR REFERENCE ONLY AND ARE NOT PROPERTY LINES.

PSM	PROFESSIONAL SURVEYOR & MAPPER
LS	LICENSED SURVEYOR
LB	LICENSED BUSINESS
PRM	PERMANENT REFERENCE MONUMENT
PCP	PERMANENT CONTROL POINT
PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
HOA	RIVERWIND HOME OWNER'S ASSOCIATION
SQ. FT.	SQUARE FEET
AC	ACRES
B.S.L.	BUILDING SETBACK LINE
[P.]D.U.E.	[PUBLIC] DRAINAGE & UTILITY EASEMENT
[P.]D.E.	[PUBLIC] DRAINAGE EASEMENT
L.E.	LANDSCAPE EASEMENT
U.L.E.	UTILITY & LANDSCAPE EASEMENT
□	4"X4" CONCRETE MONUMENT "PRM LB8700"
⚠	NAIL & DISK "PCP LB8700"
○	POINT OF CURVATURE OR TANGENT

TRACT DESIGNATION TABLE

TRACT	TRACT USE	SQ. FT.	ACRES	OWNER	MAINTAINER
TRACT A	PRIVATE RIGHT-OF-WAY	31,406.61	0.72	HOA	HOA
TRACT B	STORM WATER RETENTION	44552.81	1.02	HOA	HOA
TRACT C	OPEN SPACE	27,244.26	0.63	HOA	HOA
TRACT D	OPEN SPACE	4,341.60	0.10	HOA	HOA
TRACT E	OPEN SPACE	2,899.84	0.07	HOA	HOA
TRACT F	OPEN SPACE	2,474.18	0.06	HOA	HOA
TRACT G	OPEN SPACE	1,790.00	0.04	HOA	HOA
TRACT H	OPEN SPACE	12,162.07	0.28	HOA	HOA
TRACT I	OPEN SPACE	2,678.00	0.06	HOA	HOA
TRACT J	OPEN SPACE	2,163.00	0.05	HOA	HOA
TRACT K	OPEN SPACE	2,258.54	0.05	HOA	HOA
TRACT L	OPEN SPACE	11,230.11	0.26	HOA	HOA
TRACT M	OPEN SPACE	4,794.88	0.11	HOA	HOA

VICINITY MAP
SCALE: NOT TO SCALE



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

WHITE POINT
SURVEYING AND MAPPING
642 CRIMSON CT, ALTAMONTE SPRINGS, FL 32701
WHITEPOINTSURVEY.COM
OFFICE: 407.710.1980
LICENSED BUSINESS LB8700

PLAT BOOK _____ PAGE _____

PAGE **1** OF **5**

SECTION 32, TOWNSHIP 21 EAST, RANGE 35 EAST

RIVERWIND
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT CHRISTIAN DEVELOPMENT LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF ALL THE LANDS DESCRIBED IN **RIVERWIND**, HEREBY DEDICATES SAID LANDS OF THIS PLAT FOR THE USES, PURPOSES, AND EASEMENTS THEREIN EXPRESSED, INCLUDING THOSE DEDICATIONS OF TRACT AND EASEMENTS AS SET FORTH IN THE PLAT NOTES AND TRACT TABLE HEREIN. EXCEPT AS NOTED, NO TRACTS OR EASEMENTS ARE DEDICATED TO THE PUBLIC OR THE CITY OF TITUSVILLE; IT IS THE INTENTION OF THE UNDERSIGNED THAT ALL OTHER EASEMENTS AND TRACTS SHOWN HEREON BE OWNED AND MAINTAINED BY THE **RIVERWIND HOME OWNERS ASSOCIATION**, IT'S SUCCESSORS AND/OR ASSIGNS AS DESCRIBED HEREON AND THAT THE CITY OF TITUSVILLE AND THE PUBLIC HAVE NO RIGHT OR INTEREST THEREIN.

_____
JOHN D. MORRIS JR
MANAGER, NJ MORRIS HOLDINGS LLC
CHRISTIAN INVESTMENTS, LLC

_____
ATTEST

_____
PRINTED NAME

_____
ATTEST

_____
PRINTED NAME
STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF
[ ] PHYSICAL PRESENCE, OR
[ ] ONLINE NOTARIZATION,
THIS ____ DAY OF _____, 20____, BY JOHN D. MORRIS JR, MANAGER OF NJ MORRIS HOLDINGS LLC, MANAGER OF CHRISTIAN INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS
[ ] PERSONALLY KNOWN TO ME, OR
[ ] HAS PRODUCED IDENTIFICATION: _____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

_____
NOTARY PUBLIC

_____
PRINTED NAME

_____
COMMISSION NUMBER

_____
EXPIRATION DATE

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR, DOES HEREBY CERTIFY THAT THIS PLAT HAS BEEN MADE IN CONJUNCTION WITH A BOUNDARY SURVEY PREPARED BY THIS FIRM, DATED 08/12/2026, PROJECT NUMBER 26-0005. SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTERS 177, PART 1 AND 472 FLORIDA STATUTES; AND THAT THE LAND IS LOCATED IN THE CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA.

_____
NATHAN B. WHITE, PSM
REGISTRATION NUMBER LS7669
WHITE POINT SURVEYING & MAPPING LLC
642 CRIMSON CT, ALTAMONTE SPRINGS, FLORIDA 32701
CERTIFICATE OF AUTHORIZATION LB 8700

CERTIFICATE OF APPROVAL BY MUNICIPALITY

I HEREBY CERTIFY THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES AND THAT I AM HEREBY DESIGNATED BY THE CITY OF TITUSVILLE, FLORIDA, TO APPROVE THIS PLAT IN ACCORDANCE WITH CHAPTER 177.071 OF THE STATUTE.

_____
LYNN E. SANDERS, PSM
REGISTRATION NUMBER LS4863
REVIEWING SURVEYOR FOR THE CITY OF TITUSVILLE

CERTIFICATE OF APPROVAL BY THE CITY OF TITUSVILLE

THIS IS TO CERTIFY THAT ON _____, THE FOREGOING PLAT WAS APPROVED BY THE DESIGNATED OFFICIAL ON BEHALF OF THE CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA.

_____
ADMINISTRATIVE OFFICIAL

_____
CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON _____
AT _____. FILE NUMBER:_____

_____
CLERK OF THE CIRCUIT COURT IN AND FOR BREVARD COUNTY, FLORIDA

W:\26-0086 - CHRISTIAN COURT (RIVERWIND)\26-0086 - RIVERWIND PLAT.DWG | 09.29.2026 02:34 PM | NATHAN WHITE

RIVERWIND

A REPLAT OF LOT 5, GARDEN STREET ASSOCIATES SUBDIVISION REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 8, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
LYING IN SECTION 32, TOWNSHIP 21 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

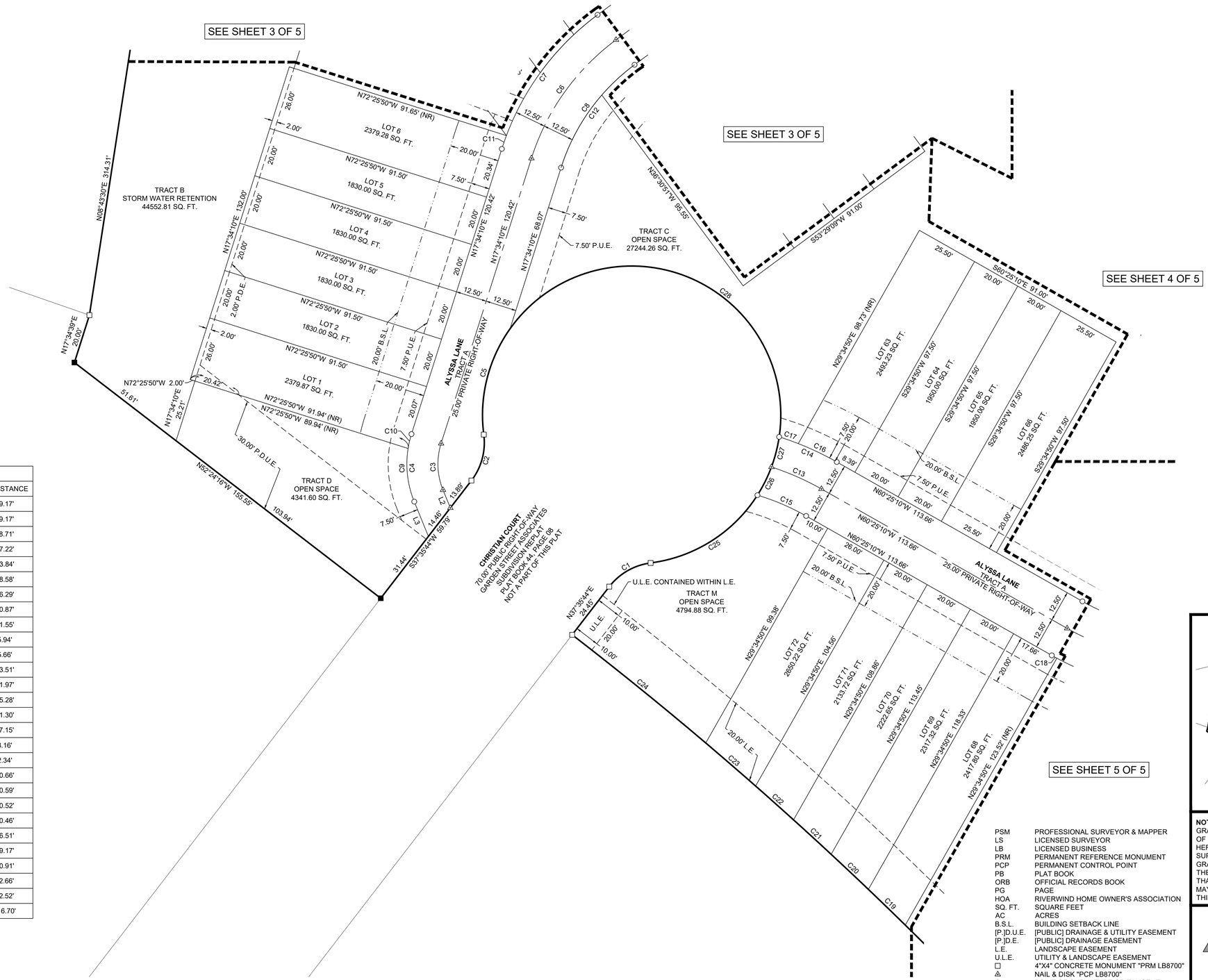
PAGE **2** OF **5**

SECTION 32, TOWNSHIP 21 SOUTH, RANGE 35 EAST

GRID NORTH

N

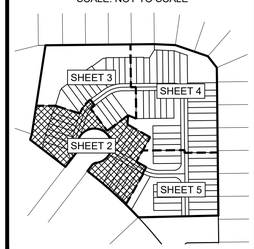
0 10 20 40
GRAPHIC SCALE:
1" = 20'



CURVE TABLE					
C#	RADIUS	DELTA	LENGTH	CH.BEARING	CH.DISTANCE
C1	25.00'	45°05'57"	19.68'	N60°08'42"E	19.17'
C2	25.00'	45°05'57"	19.68'	S15°02'45"W	19.17'
C3	27.50'	39°46'57"	19.09'	N02°19'18"W	18.71'
C4	40.00'	39°46'57"	27.77'	N02°19'18"W	27.22'
C5	60.00'	42°51'22"	44.88'	S13°55'28"W	43.84'
C6	95.00'	35°54'59"	59.55'	N35°31'40"E	58.58'
C7	107.50'	35°54'59"	67.39'	N35°31'40"E	66.29'
C8	82.50'	35°54'59"	51.72'	N35°31'40"E	50.87'
C9	40.00'	31°15'33"	21.82'	S06°35'00"E	21.55'
C10	40.00'	8°31'24"	5.95'	S13°18'28"W	5.94'
C11	107.50'	3°00'56"	5.66'	S19°04'38"W	5.66'
C12	82.50'	23°26'04"	33.74'	S29°17'12"W	33.51'
C13	107.50'	11°43'58"	22.01'	N66°17'09"W	21.97'
C14	120.00'	12°05'35"	25.33'	N66°27'58"W	25.28'
C15	95.00'	12°52'24"	21.34'	N66°51'22"W	21.30'
C16	120.00'	8°11'48"	17.17'	N64°31'04"W	17.15'
C17	120.00'	3°53'47"	8.16'	N70°33'52"W	8.16'
C18	112.50'	1°11'30"	2.34'	S61°00'55"E	2.34'
C19	1506.23'	0°47'09"	20.66'	N45°55'43"W	20.66'
C20	1506.23'	0°46'59"	20.59'	N46°42'47"W	20.59'
C21	1506.23'	0°46'50"	20.52'	N47°29'42"W	20.52'
C22	1506.23'	0°46'42"	20.46'	N48°16'28"W	20.46'
C23	1506.23'	1°00'30"	26.51'	N49°10'04"W	26.51'
C24	1506.23'	2°37'53"	69.18'	N50°59'15"W	69.17'
C25	60.00'	50°12'04"	52.57'	N57°35'39"E	50.91'
C26	60.00'	12°06'46"	12.68'	N26°26'14"E	12.66'
C27	60.00'	11°58'40"	12.54'	N14°23'30"E	12.52'
C28	60.00'	153°03'02"	160.27'	N68°07'21"W	116.70'

LINE TABLE		
L#	BEARING	DISTANCE
L2	N22°12'47"W	7.83'
L3	N22°12'47"W	15.10'

KEY MAP
SCALE: NOT TO SCALE



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PRM	PERMANENT REFERENCE MONUMENT
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PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
HOA	RIVERWIND HOME OWNER'S ASSOCIATION
SQ. FT.	SQUARE FEET
AC	ACRES
B.S.L.	BUILDING SETBACK LINE
[P.]D.U.E.	[PUBLIC] DRAINAGE & UTILITY EASEMENT
[P.]D.E.	[PUBLIC] DRAINAGE EASEMENT
L.E.	LANDSCAPE EASEMENT
U.L.E.	UTILITY & LANDSCAPE EASEMENT
□	4"X4" CONCRETE MONUMENT "PRM LB8700"
⏃	NAIL & DISK "PCP LB8700"
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RIVERWIND

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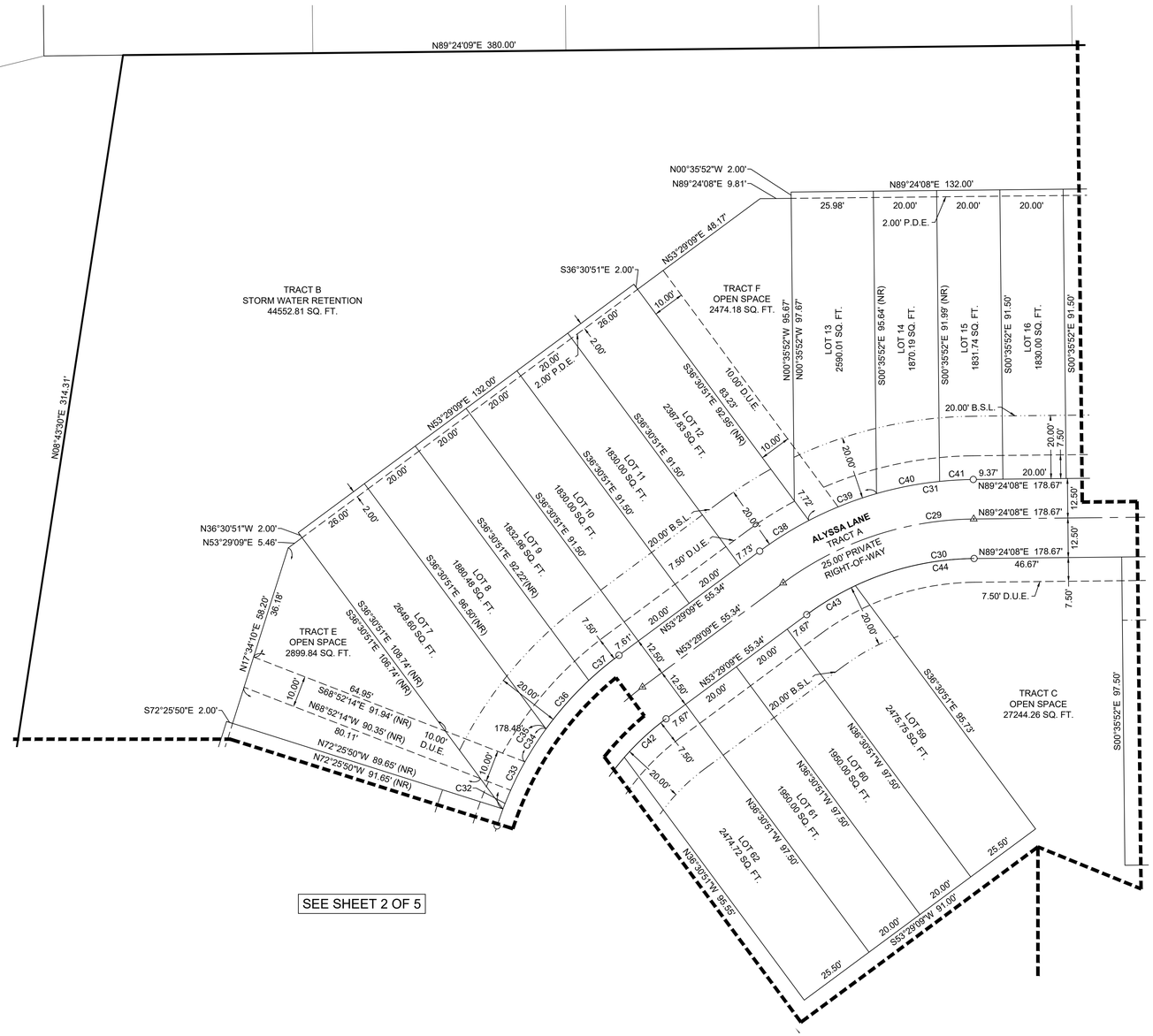
LYING IN SECTION 32, TOWNSHIP 21 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

PAGE 3 OF 5

SECTION 32, TOWNSHIP 21 SOUTH, RANGE 35 EAST

GRAPHIC SCALE: 1" = 20'

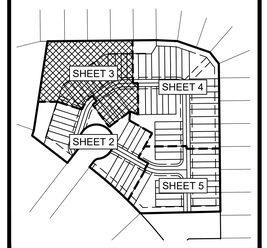


SEE SHEET 2 OF 5

SEE SHEET 4 OF 5

CURVE TABLE					
C#	RADIUS	DELTA	LENGTH	CH.BEARING	CH.DISTANCE
C29	103.00'	35°54'59"	64.57'	N71°26'39"E	63.51'
C30	90.50'	35°54'59"	56.73'	N71°26'39"E	55.81'
C31	115.50'	35°54'59"	72.40'	N71°26'39"E	71.22'
C32	107.50'	3°24'54"	6.41'	S22°17'33"W	6.41'
C33	107.50'	5°21'25"	10.05'	S26°40'42"W	10.05'
C34	107.50'	6°35'30"	12.37'	S32°39'09"W	12.36'
C35	107.50'	15°21'49"	28.83'	S28°16'00"W	28.74'
C36	107.50'	10°55'03"	20.48'	S41°24'26"W	20.45'
C37	107.50'	6°37'11"	12.42'	S50°10'33"W	12.41'
C38	115.50'	9°06'04"	18.35'	S58°02'11"W	18.33'
C39	115.50'	11°26'09"	23.05'	S68°18'17"W	23.01'
C40	115.50'	10°05'52"	20.36'	S79°04'18"W	20.33'
C41	115.50'	5°16'54"	10.65'	S86°45'41"W	10.64'
C42	82.50'	12°28'55"	17.97'	S47°14'41"W	17.94'
C43	90.50'	11°21'47"	17.95'	S59°10'03"W	17.92'
C44	90.50'	24°33'12"	38.78'	S77°07'32"W	38.49'

KEY MAP
SCALE: NOT TO SCALE



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LB	LICENSED BUSINESS
PRM	PERMANENT REFERENCE MONUMENT
PCP	PERMANENT CONTROL POINT
PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
HOA	RIVERWIND HOME OWNER'S ASSOCIATION
SQ. FT.	SQUARE FEET
AC	ACRES
B.S.L.	BUILDING SETBACK LINE
[P.]D.U.E.	[PUBLIC] DRAINAGE & UTILITY EASEMENT
[P.]D.E.	[PUBLIC] DRAINAGE EASEMENT
L.E.	LANDSCAPE EASEMENT
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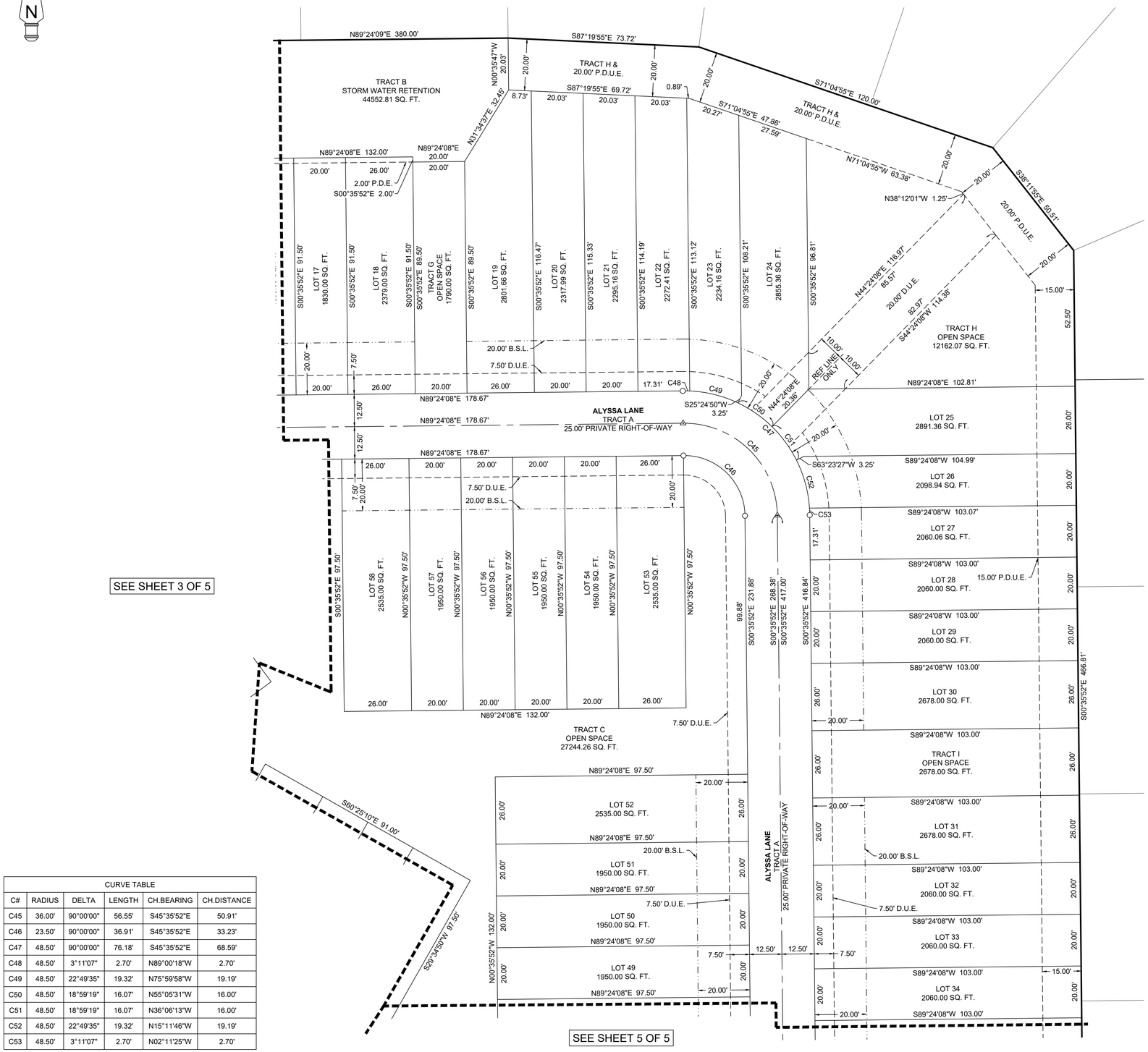
PLAT BOOK _____ PAGE _____

PAGE **4** OF **5**

SECTION 32, TOWNSHIP 21 SOUTH, RANGE 35 EAST

GRID NORTH

0 10 20 40
GRAPHIC SCALE:
1" = 20'



SEE SHEET 3 OF 5

SEE SHEET 5 OF 5

CURVE TABLE					
C#	RADIUS	DELTA	LENGTH	CH.BEARING	CH.DISTANCE
C45	36.00'	90°00'00"	56.55'	S45°35'52"E	50.91'
C46	23.50'	90°00'00"	36.91'	S45°35'52"E	33.23'
C47	48.50'	90°00'00"	76.18'	S45°35'52"E	68.59'
C48	48.50'	3°11'07"	2.70'	N89°00'18"W	2.70'
C49	48.50'	22°49'35"	19.32'	N75°59'58"W	19.19'
C50	48.50'	18°59'19"	16.07'	N55°05'31"W	16.00'
C51	48.50'	18°59'19"	16.07'	N36°06'13"W	16.00'
C52	48.50'	22°49'35"	19.32'	N15°11'46"W	19.19'
C53	48.50'	3°11'07"	2.70'	N02°11'25"W	2.70'

KEY MAP
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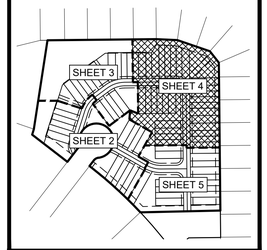

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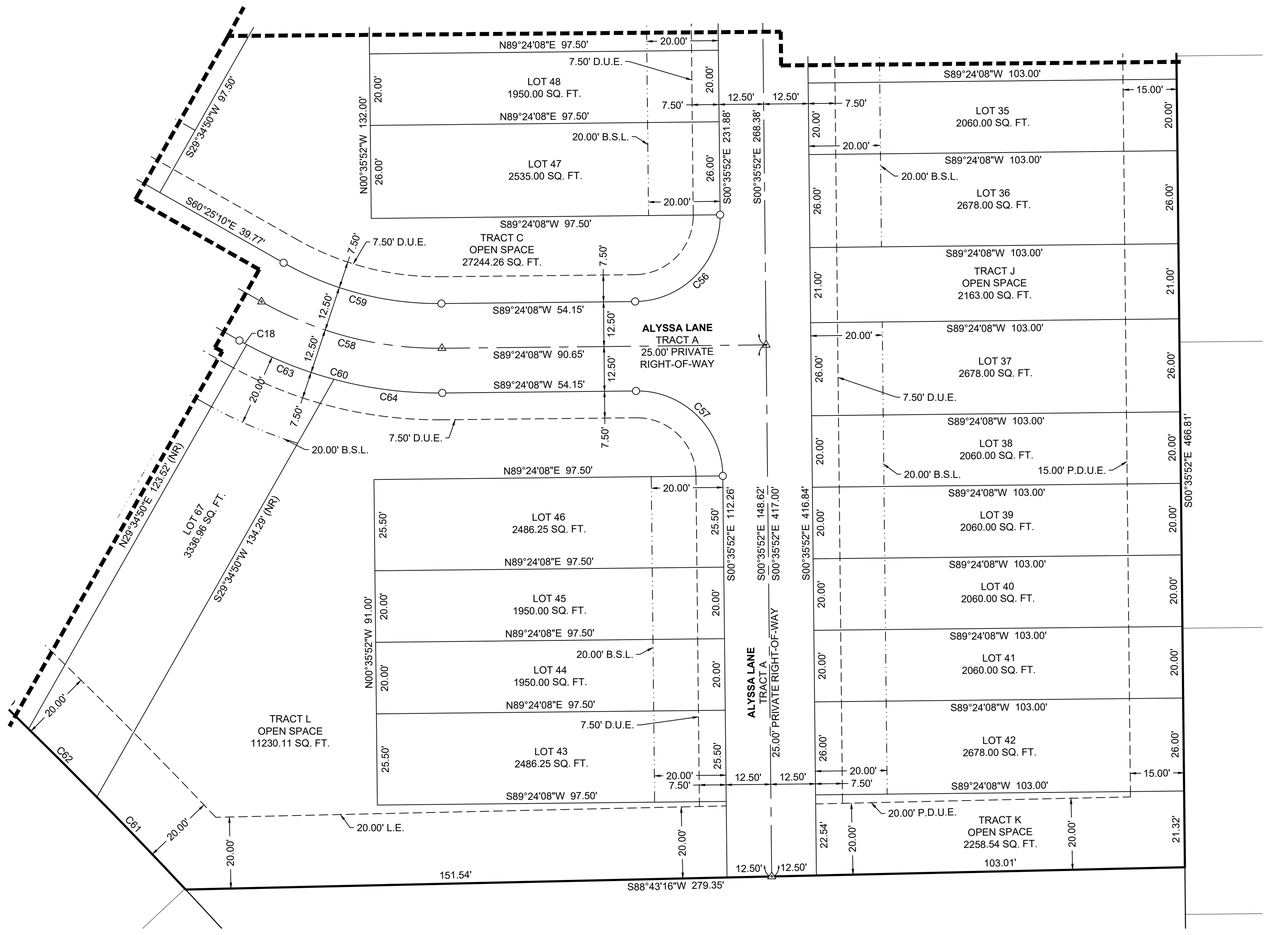

CURVE TABLE					
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C18	112.50'	1°11'30"	2.34'	S61°00'55"E	2.34'
C56	24.00'	90°00'00"	37.70'	S44°24'08"W	33.94'
C57	24.00'	90°00'00"	37.70'	N45°35'52"W	33.94'
C58	100.00'	30°10'42"	52.67'	N75°30'31"W	52.06'
C59	87.50'	30°10'42"	46.09'	N75°30'31"W	45.56'
C60	112.50'	30°10'42"	59.26'	N75°30'31"W	58.57'
C61	1506.23'	1°21'49"	35.84'	N43°49'42"W	35.84'
C62	1506.23'	1°01'33"	26.97'	N45°01'22"W	26.97'
C63	112.50'	13°23'56"	26.31'	S68°18'37"E	26.25'
C64	112.50'	15°35'17"	30.61'	S82°48'14"E	30.51'

KEY MAP
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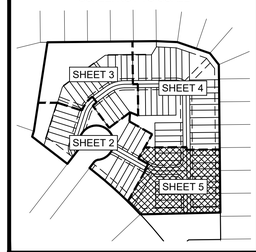

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This document prepared by and return to:

Jason W. Searl, Esq.
Maynard Nexsen PC
200 East New England Avenue, Suite 110
Winter Park, Florida 32789

DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

FOR

RIVERWIND

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS FOR RIVERWIND

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DRAFT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERWIND

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERWIND (this "Declaration") is made this ___day of _____, 2024, by CHRISTIAN DEVELOPMENT, LLC, a Florida limited liability company (the "Declarant"), joined by the RIVERWIND HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association").

R E C I T A L S

A. Declarant is the record title owner of the real property located in City of Titusville, Brevard County, Florida, more particularly described on Exhibit 1 (Legal Description) attached hereto and incorporated herein by reference (the "Property").

B. Declarant desires to develop a planned community to be known as RIVERWIND (the "Community") upon the Property.

C. In order to develop and maintain the Community as a planned residential community and to preserve the values and amenities of the community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, charges, liens and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement, all as contained in this Declaration.

D. The Association is joining in this Declaration in order to acknowledge its obligations hereunder.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, the Declarant hereby declares that the Property comprising the Community is to be owned, held, transferred, sold, conveyed, used, demised and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, charges and liens hereinafter set forth, all of which shall run with the Property and which shall be binding upon all parties (present and future) having any right, title or interest in the Property or any part thereof, and their heirs, successors and assigns.

1. **Recitals**. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. **Definitions**. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

2.1 "**ACC**" shall mean the Architectural Control Committee for the Community established pursuant to Section 18.3 hereof.

2.2 "**Articles**" shall mean the Articles of Incorporation of the Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 2 (Articles of Incorporation) and made a part hereof, as amended from time to time.

2.3 "**Area of Common Responsibility**" shall mean all of the properties and facilities for which the Association has responsibility under the Governing Documents, recorded covenants or

agreements, or for which the Association otherwise agrees to assume responsibility, regardless of who owns them.

2.4 "**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 16.1 hereof.

2.5 "**Association**" shall mean the RIVERWIND HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

2.6 "**Board**" shall mean the Board of Directors of the Association.

2.7 "**Bylaws**" shall mean the Bylaws of the Association in the form attached hereto as Exhibit 3 (Bylaws) and made a part hereof as amended from time to time.

2.8 "**Builder**" means any person or entity other than the Declarant who (i) holds title to a Lot prior to, during and until completion of construction of a Home thereon (as evidenced by issuance of a certificate of occupancy) and the sale of such Home to a third party, (ii) is duly licensed under Florida law, either itself or through an affiliated entity, to perform construction services, and (iii) is approved by the Declarant in writing as a Builder. The term "Builders" shall collectively mean all persons or entities meeting the definition of "Builder" as provided herein. D.R. Horton, Inc. is hereby approved by the Declarant as a Builder.

2.9 "**City**" shall mean City of Titusville, Florida.

2.10 "**Common Area" and/or "Common Areas**" shall mean all real and personal property interests, including easements, within the Community designated as Common Areas from time to time by the Declarant, by Plat or by recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within the Community. The Common Areas may include, without limitation, open space areas, internal buffers, entrance features, perimeter buffers, landscaped areas, irrigation facilities, the Surface Water Management System and project signage. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

2.11 "**Community**" shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

2.12 "**Community Completion Date**" shall mean the date upon which all Lots in the Community, as ultimately planned and as fully developed, have been conveyed by Declarant or Builder(s) to Owners other than Declarant or Builder(s).

2.13 "**Community Standards**" shall mean such standards of conduct, maintenance or other activity, if any, generally prevailing throughout the Community, or the minimum standards established by the Declarant or the ACC pursuant to Section 18.7 hereof, whichever is the highest standard.

2.14 "**Contractors**" shall have the meaning set forth in Section 18.14.1 hereof.

2.15 "**County**" shall mean Brevard County, Florida.

2.16 "**Declaration**" shall mean this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERWIND, together with all amendments and modifications thereof.

2.17 "**Declarant**" shall mean CHRISTIAN DEVELOPMENT, LLC, a Florida limited liability company, or any successor or assign who has or takes title to any portion of the property described in Exhibit 1 for development and/or sale and who is designated as Declarant in a recorded instrument which the immediately preceding Declarant executes. Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all of Declarant rights and/or obligations, the assignee shall not be deemed the Declarant, but may exercise those rights, and in such case, shall only be responsible for those obligations of Declarant assigned to it. Additionally, any partial assignee that does not assume all of the obligations of Declarant shall not be deemed the Declarant.

2.18 "**Electronic Transmission**" shall mean any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, without limitation, telegrams, facsimile transmissions and text or documents that are sent via electronic mail between computers. Electronic Transmission may be used to communicate with members of the Association only as permitted by Florida law, as amended from time to time.

2.19 "**Governing Documents**" shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Community Standards, and any applicable Supplemental Declaration all as amended from time to time.

2.20 "**Home**" shall mean a residential dwelling or residential dwellings and appurtenances thereto constructed on a Lot within the Community . A Home shall be deemed created and, for purposes of this Declaration shall be deemed to have a perpetual existence, upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home.

2.21 "**Immediate Family Members**" shall mean the spouse of the Owner and all unmarried children twenty-two (22) years and younger of either the Owner or the Owner's spouse. If an Owner is unmarried, the Owner may designate one (1) other person who is living with such Owner in the Home, in addition to children of the Owner, as an adult Immediate Family Member. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Owner within the Home.

2.22 "**Individual Assessments**" shall have the meaning set forth in Section 16.2.9 hereof.

2.23 "**Initial Contribution**" shall have the meaning set forth in Section 16.10 hereof.

2.24 "**Installment Assessments**" shall have the meaning set forth in Section 16.2.5 hereof.

2.25 "**Lender**" shall mean (i) an institutional holder, insurer or guarantor of a first mortgage encumbering a Lot or Home or (ii) Declarant and its affiliates, to the extent Declarant or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

2.26 "**Lessee**" shall mean the lessee named in any written lease of a Home who is legally entitled to possession of any Home within the Community.

2.27 "**Lot**" shall mean a portion of the Community, whether improved or unimproved, which may be independently owned and conveyed, and which is improved or intended to be improved with a Home. The boundaries of each Lot are shown on the Plat. Upon completion of construction of a Home on a Lot, such Lot and the improvements thereon shall collectively be considered to be a Home for purposes of this Declaration and the other Governing Documents.

2.28 "**Master Plan**" shall mean collectively any full or partial concept plan for the development of the Community by Declarant, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Declarant as to the development of the Community, inasmuch as Declarant reserves the right to amend all or part of the Master Plan from time to time.

2.29 "**Member**" shall mean a person subject to membership in the Association, as described in Section 8.3. There initially are two (2) membership classes – Class A and Class B. Each Owner, Builder and the Declarant shall be a member of the Association.

2.30 "**Operating Expenses**" shall mean all costs and expenses of operating the Association and for which Owners are liable to the Association as described in this Declaration and any other Governing Documents. Operating Expenses may include, without limitation, the following: (a) all costs and expenses of ownership, maintenance, operation, financing, administration, and repair of the Common Areas and Areas of Common Responsibility or any portion thereof and improvements thereon, including, but not limited to, all roadways within the Community, which shall be private roadways; (b) all amounts payable by the Association under the terms of this Declaration; (c) all costs of community lighting including up-lighting and entrance lighting; (d) all amounts payable in connection with any private street lighting agreement between the Association and a utility provider; (e) amounts payable to a Telecommunications Provider for Telecommunications Services furnished to Owners; (f) utilities, taxes, insurance, bonds, salaries, management fees, professional fees, service costs, and costs of supplies; (g) maintenance, repair, replacement and refurbishment costs; (h) all amounts payable in connection with Association sponsored social events; (i) any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Association; (j) all costs associated with the repair, maintenance and replacement of the Surface Water Management System; and (k) all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Governing Documents. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves.

2.31 "**Owner**" shall mean the record title owner (whether one or more persons or entities) of fee simple title to any Lot.

2.32 "**Parcel**" shall mean and refer to any part of the Community, other than Common Areas, Lots, and land owned by a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. However, any Parcel, or part thereof, for which a subdivision plat has been filed of record shall, as to such portion, cease being a Parcel, or part thereof, and shall become Lots or Common Areas, as appropriate.

2.33 "**Permit**" shall collectively mean Permit No. 40-009-0703-ERP, as amended or modified, issued by SJRWMD, a copy of which is attached hereto as Exhibit 4 (SJRWMD Permit), as the same may be and/or modified from time to time.

2.34 "**Plat**" shall mean the plat of any portion of the Community filed in the Public Records, from time to time. This definition shall be automatically amended to include the plat of any additional phase of the Community or a replat of any portion of the Community, as such phase is added to this Declaration.

2.35 "**Public Records**" shall mean the Public Records of Brevard County, Florida.

2.36 "**Reserves**" shall have the meaning set forth in Section 16.2.8 hereof.

2.37 "**Rules and Regulations**" shall mean the Rules and Regulations pertaining to the Community as adopted by the Declarant or the Board from time to time. The Rules and Regulations may be incorporated into the Community Standards or may be adopted separately by the Declarant or the Board, as applicable.

2.38 "**Special Assessments**" shall mean those Assessments more particularly described as Special Assessments in Section 16.2.6 hereof.

2.39 "**Supplemental Declaration**" shall mean and refer to an instrument filed in the Public Records pursuant to Section 6 hereof which subjects additional property to this Declaration, creates additional classes of members, and/or imposes, expressly or by reference, additional and/or modified restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

2.40 "**Surface Water Management System**" or "**SWMS**" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403, Florida Statutes (2024). The SWMS includes those works authorized by SJRWMD pursuant to the Permit and permitted by the City pursuant to its Land Development Regulations.

2.41 "**SJRWMD**" shall mean the St. Johns River Water Management District.

2.42 "**Telecommunications Provider**" shall mean any party contracting with the Association to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers.

2.43 "**Telecommunications Services**" shall mean delivered entertainment services; all services that are typically and, in the future, identified as telecommunication services; cable television

services; and data transmission services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

2.44 "**Title Documents**" shall have the meaning set forth in Section 23.11 hereof.

2.45 "**Turnover**" shall mean transfer of majority control of the Board from Declarant to Owners other than Declarant.

2.46 "**Turnover Date**" shall mean the date on which Declarant transfers majority control of the Board from Declarant to Owners and Builders.

2.47 "**Use Fees**" shall have the meaning set forth in Section 16.2.7 hereof.

2.48 "**Vacant Lot**" or "**Vacant Lots**" shall mean any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy.

2.49 "**Voting Interest**" shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel located within the Community, which shall include the voting interests of the Declarant and Builders.

3. **Plan of Development**.

3.1 Plan. The planning process for the Community is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents, Declarant may and has the right to develop the Community and adjacent property owned by the Declarant into residences, comprised of homes, villas, coach homes, townhomes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of the Community as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for the Community that may be supplemented by additional covenants, restrictions and easements applicable to any portion of the Community. In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, and/or the provisions of any other articles of incorporation, bylaws, rules or policies, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Community from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Owners, Builders and to all occupants of Homes, as well as their respective tenants, guests and invitees. Any Lease Agreement for a Home within the Community shall provide that the Lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees are set forth in this Declaration.

3.3 Site Plans and Plats. The Plat may identify some of the Common Areas within the Community. The description of the Common Areas on the Plat is subject to change and the notes on a Plat are not a guarantee of what improvements will be constructed as Common Areas. Site plans used by Declarant or Builders in their marketing efforts may illustrate the types of improvements that may be constructed on the Common Areas but such site plans are not a guarantee of what improvements will actually be constructed. Each Owner should not rely on the Plat or any site plans used for illustration

purposes, inasmuch as this Declaration governs the rights and obligations of Declarant and Owners with respect to the Common Areas.

4. Townhome Community.

4.1 Definitions. The definitions set for in Section 4 of this Declaration are, as applicable, supplemented, amended, or replaced with the following definitions:

4.1.1 "**Party Wall**" shall mean and refer to a structural, fire rated wall between two adjacent Townhomes located within the same Townhome Building, which provides structural support for each of the Townhomes sharing the Party Wall. Damage to a Party Wall could impair the structural integrity of more than one Townhome.

4.1.2 "**Townhome**" shall mean and refer to each townhome or townhouse located or to be located within a Townhome Building.

4.1.3 "**Townhome Building**" shall mean and refer to the common continuous building structure with shared roof and other common structural elements, constructed on a group of Townhome Lots and all structural components thereof. Each Townhome Building is or will be partitioned, by the means of Party Walls, so that an individual Townhome within the subject Townhome Building is located on each Townhome Lot.

4.1.4 "**Townhome Lot**" shall mean and refer to each Lot with a Townhome constructed or to be constructed thereon.

4.2 Townhome Community.

4.2.1 Declarant intends that the Property be approved and developed as a Community of Townhomes. As such, each Residence must be a Townhome, with at least one (1) Party Wall, and located within a Townhome Building.

4.2.2 At the option of Declarant, or the Association following Turnover, reclaimed water provided for irrigation to the Townhome Lots may be provided through a master meter at the Property, Townhome Building, or Service Area level controlling the flow of such reclaimed water to the entire Property, Townhome Building, or Townhome Lots, respectively, and all costs, fees, and expenses incurred by the Association for such reclaimed water service may be allocated and assessed only to the subject Townhome Building as an Individual Assessment incurred in connection with such Townhome Building , all as reasonably determined by the Declarant or Association from time to time, as the case may be.

4.2.3 BY VIRTUE OF ACCEPTING TITLE TO ANY TOWNHOME LOT AND TOWNHOME CONSTRUCTED OR TO BE CONSTRUCTED THEREON, EACH OWNER SHALL BE ON NOTICE THAT: (I) PUNCTURING OR OTHERWISE DAMAGING ANY PARTY WALL OR STRUCTURAL APPURTENANCE THERETO WILL IMPAIR, AT MINIMUM, THE FIRE-WALL FUNCTION OF SUCH PARTY WALL, AND MAY IMPACT, MINIMALLY OR MORE, SIGNIFICANTLY, THE STRUCTURAL INTEGRITY AND GENERAL SAFETY OF THE SUBJECT TOWNHOME BUILDING AND THE TOWNHOMES LOCATED THEREIN; AND (II) EACH OWNER AND OCCUPANT OF A TOWNHOME IS EXPRESSLY PROHIBITED FROM DIRECTLY OR INDIRECTLY (INCLUDING, BUT NOT LIMITED, THROUGH TENANTS, CONTRACTORS, TRADESMAN, OR OTHERWISE) PUNCTURING, PIERCING, PERFORATING, OR OTHERWISE DAMAGING IN ANY WAY ANY PARTY WALLS IN ANY MANNER WHATSOEVER, UNLESS

HAVING FIRST OBTAINED THE ASSOCIATION'S EXPRESS WRITTEN CONSENT AND THEREAFTER COMPLYING STRICTLY WITH THE TERMS, CONDITIONS, AND PROVISIONS OF ANY SUCH WRITTEN CONSENT. EACH OWNER SHALL FOREVER HOLD HARMLESS AND INDEMNIFY DECLARANT, THE BOARD, THE ASSOCIATION, AND ALL OTHER OWNERS FROM ANY AND ALL LOSS, CLAIM, LIABILITY, EXPENSES, CAUSES OF ACTION OR DAMAGES WHATSOEVER CONNECTED WITH SAID OWNER'S DIRECT OR INDIRECT PUNCTURING, PIERCING, PERFORATING, OR OTHERWISE DAMAGING, IN ANY WAY, ANY PARTY WALL IN VIOLATION OF THIS PARAGRAPH.

4.3 Maintenance.

4.3.4 Duties of the Association.

4.3.4.1 The Association, all at Common Expense, acting by and through the Board, shall, in addition to those general and specific duties, responsibilities, and obligations elsewhere referenced in the Governing Documents or imposed upon it by law, have the following specific duties, responsibilities and obligations:

4.3.4.2As may be necessary from time to time to maintain and operate the Townhome Buildings in the event the Owners of Townhomes within the Building fail to fulfill their maintenance or repair obligations under this Declaration. The Association shall have the right, but not the obligation, to enter upon Townhome Lots to perform maintenance and repairs and the Association may adopt standards of maintenance and operation concerning the Townhome Buildings. In all events, however, the Townhome Buildings be maintained and operated in compliance with any and all governmental permits, rules, regulations, and requirements. .

4.3.4.3 As may be necessary from time to time due to the ordinary wear and tear and customary usage of a Boundary Fence, to maintain, repair, and replace any Boundary Fence(s).

4.3.4.4 As may be necessary from time to time due to the ordinary wear and tear and customary usage of such irrigation equipment, to maintain, repair, and replace any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines, rain sensors, and time clocks, wherever located) serving any Townhome Lot and any property adjacent to such Townhome Lot and any property adjacent to such Townhome Lot for which the Owner thereof would otherwise be responsible for under the Governing Documents; provided, however, that the Association shall have no responsibility for any sprinklers or other irrigation equipment installed by the Owner or Tenant of any such Townhome Lot. In the event that the Association opts to master meter the irrigation system as to any Townhome Lots, then in addition to the foregoing obligations stated in this subsection, the Association shall be responsible for watering of Townhome Lots and the operation, maintenance, repair, and replacement of said irrigation system.

4.3.4.5 Maintenance, repair, and replacement of any other components of any Townhome Building that is insured under the "Association Policy" (as that term is defined below) as of the time of such damage or casualty.

4.3.4.6 Cutting and edging of the grass located on a Townhome Lot, adjacent lake banks, and the right-of-way located immediately adjacent to Lots, the cost of such grass maintenance on the Lot being assumed by the Association as an Operating Expense. Notwithstanding the foregoing, it shall be the duty of the Owner to replace any dead or dying grass located on its Lot and/or the adjacent right-of-way and any lake bank located immediately adjacent to such Owner's Lot. The Owner shall not replace the grass on its Lot without first obtaining the prior written consent of the Association, unless the grass is replaced with the

same type of grass on the Lot that has died or otherwise requires replacement. In addition, at the election of the Board, the Association may contract as an Operating Expense for application of fertilizer and pesticides on lawns, all in accordance with the standards and practices established by the Association from time to time. In the event an Owner fails to replace dead grass, after reasonable notice and the opportunity to do the required replacement, the Association shall have the right to enter upon the Lot and replace the grass. In the event the Association is required to perform any such replacement, the cost of the same shall be charged to the Owner as an Individual Assessment. The Association is hereby granted an easement over and across the Owner's Lot for the purpose of access to the Lot for maintaining and cutting the grass and the Owner shall not place any obstruction, fence, wall, tree or shrubbery which would otherwise prevent the Association's exercise of such rights without the consent of the Association. In the event any such obstruction is placed on a Lot impeding the Association's access, the Owner shall be obligated to maintain the lawn at its own expense. The Association reserves the right to elect to shift such responsibilities for lawn maintenance back to the Owners and any group of Owners, in the Board's discretion by a majority vote of the Board, at any time by notifying the impacted Owners in writing.

4.3.4.7 Landscaping. Unless otherwise provided, the Association shall only be responsible for the maintenance of landscaping within any Common Area or buffer originally installed to comply with governmental requirements by the Declarant or by the Association. Such maintenance shall include routine trimming, weeding and pruning of the landscaping. The Association is hereby granted an easement over and across an Owner's Lot for the purpose of maintaining the landscaping in accordance herewith. Owners hereby acknowledge the landscape material on the Property and within any landscape easement is intended to fulfill required landscape buffers of adjacent properties. Owners shall not cut or remove any landscape materials on landscape easements, landscape materials installed by the Declarant or the Association or any landscape materials required to remain pursuant to a permit or other governmental regulation.

4.3.4.8 The Association shall perform the foregoing maintenance, cleaning, repair, etc., as set forth in Section 4.3.4.1, pursuant to and in compliance with a schedule of maintenance that may be adopted from time to time by the Association to maintain the subject property and improvements in a manner consistent with this Declaration, the Planning Criteria, and the Rules and Regulations. The Association shall never have the obligation to, but reserves and shall always have the power, right, and authority to perform any of the aforementioned maintenance or other obligations set forth in Section 4.3.4.1 hereof to the extent such maintenance or other obligations are required, caused, or necessitated by or as a result of the willful misconduct, negligence, or other ,'activities not consistent with ordinary wear and tear or usage of the subject property or improvements, by any Owner or any member of such Owner's family, or of any Tenants, guests, or other invitees of said Owner. Notwithstanding anything in the foregoing to the contrary or otherwise, to the extent any maintenance, cleaning, repair, etc., or other obligations set forth Section 4.3.4.1 pertain to only a specific Townhome Lot or Townhome, or such maintenance, cleaning, repair, etc., or other obligations are performed or necessitated as a direct result of aforementioned willful misconduct, negligence, or activities not consistent with ordinary wear and tear or customary usage, then the Association's costs and expenses in connection with such maintenance, cleaning, repair, etc., or other obligations may be assessed as a Special Assessment or Individual Assessment against only such Owner and such Owner's Townhome Lot.

4.3.4.9 If maintenance, repair, or replacement of any component of a Townhome Lot for which the Association is responsible hereunder is necessary due to intentional misconduct; negligence, or failure to comply with the terms of the Governing Documents, the Rules and Regulations, or applicable law, by an Owner (including, but not limited to, the members of said Owner's family, tenants or other occupants, guests, or invitees), the Association shall have' the right to assess the Owner's Townhome Lot for the cost of necessary maintenance, repair., or replacement, as a Special Assessment or Individual Assessment, to the extent insurance proceeds do not cover the cost of such work, and without compromise to the rights of subrogation of the insurer. The Association may, but is not required to, seek compensation for damage

from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable with such party(ies).

4.3.5 Duties of the Owners.

4.3.5.1 Each Owner shall at all times properly care for and maintain, at the Owner's sole cost and expense, the interior and exterior of the improvements on its Townhome Lot and Townhome such as, without limitation: walls, doors and windows; roof, garage doors; plumbing; individual mailbox (if applicable); electrical, heat and air-conditioning systems serving the Townhome Lot and Townhome; interior finish work, such as painting, sheetrock and drywall; maintenance of Party Walls; and all other portions and components of the Townhome Lot and improvements thereon, including the Townhome, except those expressly required to be and actually maintained by the Association pursuant to the terms hereof. Without limiting the generality of the foregoing, each Townhome Owner shall perform the following repairs and maintenance:

4.3.5.2 Each Owner shall be responsible for termite treatment of all improvements on its Townhome Lot and for obtaining and maintaining an annual termite bond with a properly licensed company doing business in Florida for the same. Notwithstanding the foregoing, the Board of Directors may elect to secure a termite bond for each Townhome Building as an Operating Expense.

4.3.5.3 With regard to each Townhome Building, as may be necessary from time to time due to the ordinary wear and tear and customary usage of the Townhomes located within such Townhome Building, and in accordance with any adopted standards of maintenance adopted by the Board, the Owners of the Townhomes within each Townhome Building shall be jointly and severally responsible to perform general maintenance, pressure cleaning, and painting of all exterior portions thereof, including garage doors, exterior doors, shutters, and facia, and any fences erected along Townhome Lot boundaries by Declarant or any Builder ("Boundary Fence(s)"), and further including caulking around Townhome Building windows prior to painting, as necessary. Individual Townhome Owners shall each be solely responsible for the maintenance, repair and replacement as needed of the glass in individual Townhome windows, as well as any screen enclosures, fences, patios, or other improvements constructed by or at the direction of an individual Owner, and such Owner improvements shall at all times be insured, maintained, repaired, and replaced.by the Owner of such improvements, at said Owners sole cost and expense, and pursuant to the terms hereof.

4.3.5.4With regard to each Townhome Building roof, as may be necessary from time to time due to the ordinary wear and tear and customary usage of such roof, and at least in accordance with any adopted standards of maintenance adopted by the Board, the Owners of the Townhomes within each Townhome Building shall be jointly and severally responsible to maintain, repair, and/or replace, as necessary, each Townhome Building roof, including the roof deck, surface; flashings, and gutters, if any, and any exterior porch or garage roofs constructed or installed as part of the original construction of the subject Townhome Building. Individual Townhome Owners shall each be solely responsible for the maintenance, repair and replacement of any patios, screen enclosures, or other improvements constructed by or at the direction of an individual Owner; such improvements, at all times, shall be insured, maintained, repaired, and replaced by the Owner of such improvements, at said Owners sole cost and expense, and pursuant to the terms hereof.

4.3.5.5 As may be necessary from time to time due to the ordinary wear and tear, to perform general maintenance, repair, and/or replacement of Party Walls by the owners sharing such Party Wall. such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or encroachment of the Party Wall.

4.3.5.6 As may be necessary from time to time due to the ordinary wear and tear and customary usage of such driveways and at least in accordance with any adopted standards of maintenance adopted by the Board, the Owners of each Townhome Lot, to perform maintenance, repair, replacement, and pressure cleaning of the Townhome Lot driveway.

4.3.5.7 Each Lot Owner shall be solely responsible for all maintenance and replacement of all landscaping installed on the Lot, unless such landscaping is part of an easement or buffer and therefore required to be maintained by the Association by a governmental agency. Owners shall perform routine trimming, weeding and pruning of landscaping and landscape beds on the Lot and shall replace any dead or dying landscaping promptly. Subject to §163.045, Florida Statutes, the Owner of each Lot shall be responsible for the planting and maintenance of the trees on each such Lot as required by the County and applicable codes or ordinances, if any. ACC approval as required by the Declaration shall be withheld until such time as the plans and submissions presented for each Lot comply with this provision. Upon such initial planting, each Lot Owner shall be responsible for maintenance of the trees and such trees may not be removed without appropriate permits and authorizations provided by the County, as applicable, or as otherwise permitted under §163.045, Florida Statutes. In the event that a tree planted in compliance with the requirements of this paragraph dies or is removed, the Owner of the Lot is responsible to replace the tree within thirty (30) days thereafter. Any Owner violating the restrictions of this Section resulting in landscaping needing to be repaired or replaced will be charged the cost of such work and the cost shall be charged to the Lot Owner as an Individual Assessment.

4.3.5.8 Florida Friendly Landscaping. Notwithstanding anything to the contrary contained in this Declaration, the Association will not prohibit any Owner from implementing Florida-Friendly Landscaping™ on their Lot in accordance with Florida Statute Section 373.185. "Florida-Friendly Landscaping™" means quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant. The principles of such landscaping include planting the right plant in the right place, efficient watering, appropriate fertilization, mulching, attraction of wildlife, responsible management of yard pests, recycling yard waste, reduction of stormwater runoff, and waterfront protection. Additional components include practices such as landscape planning and design, soil analysis, the appropriate use of solid waste compost, minimizing the use of irrigation, and proper maintenance. If an Owner desires to make a design change to their Lot involving the grass, landscaping or irrigation system on their Lot, the Owner, and in the case of Townhome Lots, the Owners of all Townhomes within the same building, will, prior to making any change, seek approval for such design change by submitting an application to the ACC. No later than 45 days after the date on which the Owner submits a design change application the ACC will provide written notice to the Owner approving or denying the proposed design change, taking into consideration the Florida-Friendly Landscaping™ concept of concept of right plant, right place, The University of Florida Institute for Food and Agricultural Sciences and Florida Department of Environmental Protection Green Industries Best Management Practices recommendations, any local regulations or ordinances relating to Florida-Friendly Landscaping™, and the Community's design concept for an aesthetically harmonious residential subdivision. If the ACC does not send a response, then the proposed design change is deemed denied.

4.3.5.9 Failure to Contribute. In the event that an Owner shall fail or refuse to pay its pro rata share of costs of repair, maintenance, or replacement of a Party Wall, Shared Roof, or other shared maintenance or repair or replacement obligation (whether or not through its own fault or the failure of its insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs or replacements are made to the Party Wall, and any lawsuit in connection with collection thereof shall be commenced one (1) year from date such lien is filed. Alternatively, the Association may elect to perform necessary repair, maintenance or replacement of Party Wall, Shared Roof, or Shared Fence in the event the affected Parties

fail to perform the same after written notice from the Association, and any cost incurred by the Association may charged to the benefitting Owners as an Individual Assessment.

4.3.5.10 Alterations: Locks. The Owner of a Home sharing a Party Wall with an adjoining Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall or Shared Roof without the joint agreement of all of the Owners sharing the Party Wall or Shared Roof. The Owner of a Home sharing a Shared Fence with an adjoining Home shall not lock any gate in the Shared Fence providing access between the Lots, shall not modify or remove the gate in the Shared Fence providing access between the Lots and shall not make any other alteration or structural change without the prior consent to the adjoining Owner and, in the case of the gate in the Shared Fence which provides access between the Lots, the Association. Each Owner of a Lot with a Shared Fence hereby acknowledge the gates in the Shared Fence which provide access between the Lots may be required to provide rear ingress and egress from the back of the Lots to the street and access through the gates may not be restricted or impeded in any way. The Association shall have the right to enter upon any Lot and remove any lock or other improvement which would impede full and free access through the gates in the Shared Fences over the rear of each Lot. Easements. Each Owner sharing a Party Wall, Shared Roof, or Shared Fence shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes and Lots sharing the Party Wall, Shared Roof, and Shared Fence. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspect and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to its Lot as a result of such exercise by the Owner(s) making use of such easement(s). In addition, each Owner of a Lot directly adjacent to a Lot and sharing a Shared Fence and the Association, shall each have an easement of ingress and egress over and across each adjacent Lot and through each Shared Fence such that each Owner and the Association may access each Lot to and from a road from the rear yard of the Lot over and through the adjacent Lots.

4.3.5.11 Rights of Association to Undertake Maintenance. Notwithstanding the foregoing obligations of Lot Owners, the Association may, in its sole discretion, elect to assume any obligation for maintenance, repair or replacement of Party Walls, Shared Roofs, and/or Shared Fences which is otherwise a responsibility delegated to each Lot Owner by a majority vote of the Board at a duly noticed meeting of the Board. In the event the Association elects to assume any one or more of the obligations of the Lot Owners in this Section with respect to all of the Lots, the cost of such maintenance obligations (if undertaken by the Association in the Association sole discretion) shall be an Operating Expense to be paid only by the Lot Owners. The Association reserves the right to elect to assume such responsibilities by an action of the Board and thereafter notify each Lot Owner in writing and the Association reserves the right to shift such responsibilities back to the Owner, as provided for above, at any time thereafter by notifying the Lot Owners in writing.

4.3.5.12 To the extent any maintenance, repair, replacement, or other obligations described in this Section 4.3.5.2 is not performed by the subject Townhome Owner, the Association may (but is not required to) perform all or any part of such work, in which event the costs of doing so shall be assessed to said Owner and the Townhome Lot as an Individual Assessment. In addition to, but not in limitations of, the foregoing, if an Owner's failure to maintain, repair, or replace those portions of the Property (including said Owner's Townhome Lot and Townhome) that are said Owner's responsibility hereunder endangering or that will or may endanger the structural integrity of another Townhome or any Townhome Building, including, but not limited to, actual or potential water or other damage, the Association shall have the right (but is not required to) to enter and maintain, repair, replace, or otherwise address the subject defect or issue and charge the cost, plus an administrative fee of 15%, to

the subject Owner as an Individual Assessment. The Association `shall give at least ten (10) calendar days' notice or, in an emergency, such notice (if any) as is reasonable under the circumstances.

4.3.6 Interpretation. From time to time, the Board may make and consistently apply reasonable rules interpreting the provisions of this Section 4 to determine which portions of the Property shall be maintained by the Association and which portions shall be maintained by the Owners. Notwithstanding anything in the foregoing to the contrary, the Association shall be responsible for performing, or causing to be performed, all maintenance to the Common Areas.

4.4 Insurance and Casualty Losses.

4.4.7 Association Policy. In addition to the other insurance required to be carried by the Association pursuant to the terms hereof, the Association shall obtain and maintain in full force and effect a policy or policies of property insurance insuring the structures upon any Common Area, for their full insurable value, if and to extent such insurance is available in the State of Florida, with a company holding a BEST's rated "A" or better, if feasible. Such policy is referred to herein as the "**Association Policy**". The Association Policy shall be a master property policy, and may be written on the ISO CP 00 10 property form, or industry equivalent, or other similar or replacement forms promulgated or available from time to time. The Association Policy may also be written to include the ISO CP 10 30 causes of loss special form property form, or industry equivalent, or other similar or replacement forms promulgated or available from time to time. If necessary or advisable, to avoid coinsurance penalties or otherwise, the Association Policy may include endorsements such as the ISO CP 14 20 Additional Property Not Covered endorsement, or industry equivalent, or other similar or replacement endorsement that would have a similar effect, if such endorsements are available. Any such endorsement shall have attached thereto a description of the property not covered by the endorsement of the Association Policy. If reasonably available, necessary or advisable, to avoid coinsurance penalties or otherwise, the Association Policy may also include blanket insurance, agreed value and/or ordinance or law coverage endorsements, The Association Policy shall provide for a reasonable deductible, in the discretion of the Board. The Association Policy shall be on such forms are approved for use in the State of Florida from time to time for similar developments, and Townhome Lot and its Mortgagee shall have the right to review the form of the Association Policy at the office of the Association upon reasonable request. The premiums for the Association Policy, and the amount of any deductible required to be paid in the event of a loss, shall be an Operating Expense, except to the extent the Board determines any of such amounts should be deemed Special Assessments or Individual Assessments to be assessed against one or more Owners, Townhome Buildings, or Townhome Lots. If and to the extent allowed under applicable law and available under applicable insurance rules and regulations, and with the purchase of endorsements, if necessary and available, the Association Policy shall include coverage for the primary structure of the Townhome Buildings, including the roof, exterior walls, Party Walls, interior load-bearing walls, floor structures (but not coverings), sheetrock and drywall, electrical wiring inside of walls and plumbing pipes inside the walls. The Association Policy shall not be required to cover items that are not structural elements of the Townhome Buildings. Without limiting the generality of the foregoing, the Association Policy shall not include coverage for: floor coverings (e.g., carpet, pad, tile, linoleum); wall coverings (e.g., paint, wallpaper); ceiling coverings (e.g., paint, popcorn, texture coating, drop ceilings); electrical fixtures (e.g., lighting, ceiling fans, chandeliers, switch/plug plates); appliances; water heaters; water filters; heating or air conditioning units or equipment; built-in cabinets and countertops (e.g., kitchen and bath); window treatments (e.g., curtains, drapes, blinds, hardware, and similar window treatment components); replacements of any of the foregoing which are located within the boundaries of a Townhome and serve only said Townhome; wear and tear and deterioration over time; faulty materials or workmanship; intentional acts; or damages for the loss of use of the subject Townhome Lot or Townhome.

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4.4.8 Owners' Insurance.

4.4.8.1 In addition to, or a supplement to, the other insurance requirements of each Owner set forth in this Declaration concerning said Owner's Townhome Lot and Townhome, each Owner of a Townhome Lot and Townhome shall obtain and maintain at all times an ISO form HO-6 insurance policy endorsed to include: (a) Unit Owners Coverage A Special Coverage utilizing the ISO HO 17 32 form; and (b) personal liability insurance ((a) and (b), collectively, "**Owner's Policy**"). The Owner's Policy, at minimum, must provide coverage for: (x) the Owner's personal belongings/contents (e.g., furniture, clothing, etc.); (y) coverage commonly known as owners' additions and alterations or building coverage, endorsed to include replacement cost loss adjustment and special form perils of coverage, in an amount equal to at least one hundred percent (100%) of the full replacement value of the Townhome, and for the items therein such as: floor coverings (e.g., carpet, pad, tile, linoleum); wall coverings (e.g., paint, wallpaper); ceiling coverings (e.g., paint, popcorn, texture coating, drop ceilings); electrical fixtures (e.g., lighting, ceiling fans, chandeliers, switch/plug plates); appliances; water heaters; water filters; heating or air conditioning units or equipment; built-in cabinets and countertops (e.g., kitchen and bath); window treatments (e.g., curtains, drapes, blinds, hardware, and similar window treatment components); non-load-bearing walls; patios, screen enclosures, and any improvements constructed by or at the direction of an individual Owner; and replacements of any of the foregoing which are located within the boundaries of the subject Townhome and serve only said Townhome; and (z) personal liability coverage with minimum limits as required by Florida law, or as may otherwise be required by any Lender, to provide protection to the Owner for injuries or damages they may cause or be responsible for within or outside of their Townhome. Each Owner shall provide a certificate evidencing such insurance coverage to the Association: (i) prior to or upon acquisition of record title to the Townhome Lot; (ii) on or about each anniversary of Owner having become the fee simple owner of said Townhome Lot; and (iii) at any other time, from time to time, upon request of the Board. The Board may promulgate Rules and Regulations concerning the Owner's Policy requirement, coverage amounts, coverage types, deductibles, etc. The Owner's Policy shall name the Association as an additional interest utilizing the ISO HO 04 10 form, or industry equivalent, or other similar or replacement forms promulgated or available from time to time. In the event of any damage casualty loss, the Association shall be entitled to file a claim on such Owner's Policy for the cost of any repair or replacement to the Townhome Lot, Townhome or other improvements thereon, which is the Association's responsibility hereunder, and the subject Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Association shall be entitled to adjust with the insurance provider the amount of any proceeds payable to the Association and/or the Owner under the Owner's Policy, based upon the funds necessary to enable the subject Owner and Association to each repair and replace those portions of the Townhome Lot, Townhome, and other improvements thereon which are their respective responsibilities, hereunder. In the event that an Owner fails to obtain and thereafter continuously maintain such Owner's Policy, or allows or permits such Owner's Policy to lapse the Association may, but shall not be obligated to, obtain such Owner's Policy on behalf of the Owner and/or the Association and assess the costs and expenses thereof to the Owner and .the Owner's Townhome Lot as a Special Assessment or an Individual Assessment.

4.4.8.2 In addition, or as a supplement to, the coverage provided by the Association Policy and the Owner's Policy, each Owner may and is encouraged to obtain such additional homeowners' and other property insurance as may be desired or required by the Owner to protect its property and interests. Any such insurance policies shall name the Association as an additional interest. Notwithstanding anything to the contrary set forth herein or otherwise, it is the absolute responsibility of each Owner to obtain property and liability insurance coverage with respect to its own Townhome Lot and Townhome so that the Owner is fully insured with respect to the full replacement value of the Townhome Lot, Townhome, and improvements thereon, and all of the Owner's furnishings and other personal property within the Owner's Townhome or on or about its Townhome Lot, whether pursuant to the Association

Policy, the Owner's Policy, or other insurance coverage obtained by the Owner. The Association may (but is not required to) require the Owners to provide copies of any such Owners' policies to the Association upon request. The Association shall have no obligation, however, to assure, that any Owner obtains or maintains any such insurance coverages.

4.4.9 Disbursement of Proceeds; Repair and Reconstruction.

4.4.9.1 Notwithstanding anything to the contrary set forth herein or otherwise, in the event of casualty or damage to any Townhome insurance proceeds from any insurance benefitting, in favor of, or collected by or on behalf of the Association, shall be retained by and for the benefit of the Association and placed in a capital improvements account, unless all costs of repair or reconstruction of the subject Townhome Building(s) has first been paid, unless no repair or reconstruction of the subject Townhome Building(s) is or will be made, pursuant to the terms hereof, in which event, any proceeds remaining after making such settlement, as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. If required by law, this is a covenant for the benefit of any Eligible Holder and may be enforced by same.

4.4.9.2 If the damage or destruction a Townhome Building for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Voting Members, levy a Special Assessment against all Townhome Lot Owners on the same basis as provided for Annual Assessments; provided, if the damage or destruction involves Limited Common Area, only the Owners entitled to the use of the Limited Common Area shall be subject to Assessment therefor. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

4.5 Utility Lines and Systems; Utility Easements.

4.5.1 Declarant hereby reserves to itself (and its successors or assigns) for so long as the Declarant owns any of the property, and for the Association thereafter, the right to grant to any private company, public or private utility, or governmental authority providing utility and other services within the Property, including the individual Townhomes and Townhome Buildings, and the Common Area (collectively, "**Utility Providers**"), certain easements upon, over, under, across, and through the Property as are reasonably necessary from time to time for the sole purpose of maintaining, installing, repairing, altering, and operating any "Utility Lines and Systems" (as that term is defined below), as may be necessary, convenient, or desirable for the installation and maintenance of said utilities and providing services to Owners, the Property, and Common Area, all pursuant to and in compliance with, all applicable permits, rules, and regulations of applicable governmental authorities (collectively, "**Utility Easements**"). All such Utility Easements shall be of a size, width, scope, and location as Declarant (or the Association, after Turnover), in its discretion deems best, but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon any Residential Property. Owners are expressly prohibited from directly or indirectly disturbing or otherwise interfering with the Utility Easements.

4.5.2 For purposes of this Declaration, the term "**Utility Lines and Systems**" shall mean and refer to any sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, fiber optics lines, electrical lines, power lies, telephone service, gas lines, syphons, valves, gates, pipelines, HVAC systems and ductwork, cable, television service, Internet service, alarm systems and all utility infrastructure, machinery and apparatus appurtenant to any of the

foregoing, necessary or desirable to service the Property. Owners are expressly prohibited from directly or indirectly disturbing or otherwise interfering with any Utility Lines and Systems.

4.5.3 Any Utility Easement granted to any Utility Provider concerning any Utility Lines and Systems, which Utility Easement runs through, across, or under any Townhome Building ("**Benefited Townhome Building**"), shall also automatically be deemed an easement for reasonable access and use in favor of, and benefitting, the Association and each Townhome within said Benefitted Townhome Building, and in favor of, and benefitting, any other Townhome in any other Townhome Building which Townhome accesses said utility infrastructure or Utility Lines and Systems via the Benefitted Townhome Building.

4.5.4 Declarant hereby reserves for itself and grants to the Association, the individual Townhome Owners within a Townhome Building, utility providers providing service, and any all service or repair providers, a perpetual blanket easement for the provision of utility services, operation, maintenance, repair and replacement of all Utility Lines and Systems ("**Townhome Utility Easements**"), which Townhome Utility Easement shall be located: (y) within the designated (or to be, designated) utility chases under, attached to, through, or within each Townhome and servicing one or more Townhomes within a Townhome Building, as such chases are located and designated on any approved plat or site and/or building/construction plans for the Property, any Townhome Building, or any Townhomes; and (x) under or through each Townhome Lot (i.e., generally in the front of or in the back/rear of the Townhome located on said Townhome Lot), via the designated (or to be designated) conduit, piping, or direct-bury (or other) method, as necessary to service said Townhome (through the Townhome's garage or otherwise) and to service any other Townhomes located within the same Townhome Building, as such conduit, piping, or direct-bury (or other) method are located and designated on any approved plat or site and/or building/construction plans for the Property, any Townhome Building, or any Townhome. Townhome Owners are expressly prohibited from directly or indirectly disturbing or otherwise interfering with the Townhome Utility Easements.

4.5.5 Declarant further reserves for itself and grants to the Association, the individual Townhome Owners within a Townhome Building, service or repair providers, and utility providers providing service, a perpetual blanket easement for HVAC systems, electrical/gas/water meters and other electrical, gas, and water equipment, mounted on the end of any Townhome Building and benefiting one or more Townhomes within the particular Townhome Building. To the extent the mounted systems, equipment, and meters are not located on Common Area, the owner of the individual Townhome where the systems, equipment, and meters are located, is specifically taking title subject to the foregoing easements for access, repair, use, maintenance, replacement, operation, and installation granted to each individual Townhome Owner within any particular Townhome Building, the Association, utility providers, and service or repair providers. The easements granted in this Section 4.5.5, are further subject to the rights and obligations set forth in Section 4.5.6, directly below.

4.5.6 As they relate to servicing each Townhome within a Townhome Building, all Utility Providers shall install, operate, maintain, and repair, as applicable, the subject Utility Lines and Systems, including all infrastructure, meters, machinery, and apparatus appurtenant thereto: (i) within designated utility chases under, attached to, or within the Townhome, and serving one or more Townhomes within the subject Townhome Building; (ii) under or through each Townhome Lot via the designated conduit, piping, or direct-bury (or other) method, and servicing said Townhome and servicing any other Townhomes located within the same Townhome Building; (iii) mounted to the exterior of, or adjacent to, the Townhome Building, and serving one or more individual Townhomes within the subject Townhome Building; and/or (iv) within the concrete slab foundation of each Townhome Building and serving one or more Townhomes within the subject Townhome Building and "daylighting" into each Townhome under such Townhome. Further, said Utility Easement granted pursuant to Section 4.5.5 directly above, and as set

forth in this Section 4.5.6, shall include the right of the subject Utility Providers, in a reasonable manner and at reasonable times, to access such utilities described above from garage areas in each Townhome Building or Townhome.

4.5.7 No Utility Provider shall disrupt, interfere with, or damage the Lines and Systems of another Utility Provider without the prior written consent of such other Utility Provider, and in the event of any such disruption, interference or damage, whether consented to or not, the disrupting, interfering or damaging Utility Provider shall be responsible for all costs and expenses incurred by the other Utility Provider or otherwise in connection with the disruption or repair and/or replacement of such affected Utility Lines and Systems, and shall release, indemnify, defend, and hold Declarant, the Association, and all affected Owners harmless from any and all costs, liabilities, claims, and expenses incurred in connection with the disruption, interference or damage to such affected Utility Lines and Systems.

4.5.8 Notwithstanding the foregoing, Declarant hereby reserves to itself (and its respective successors or assigns) for so long as the Declarant owns any portions of the Property, and the Association thereafter, the right to amend, replace, or restrict the location or parameters of the Utility Easements, the Townhome Utility Easements, and any other easements granted or reserved pursuant to this Section 4, without the joinder and consent of the Owners or other Members, provided none of the foregoing unreasonably interfere with the use of any improvements which are now, or will be, located upon any Residential Property.

4.6 Stormwater Easement. As to each Townhome, the easements reserved or granted in this Declaration concern the Stormwater Management System expressly includes perpetual easements under or through each Townhome Lot, via the designated (or to be designated) piping, catch basins, facilities, and apparatus, as necessary, desirable, or convenient to provide stormwater drainage to, from, and between the courtyards of any Townhomes, Townhome Lots, and Townhome Buildings, and to allow said stormwater drainage to connect and flow into the Stormwater Management System.

4.7 Conflict. In the event of any conflict between the terms, agreements, or provisions of this Section 4 and the other terms, agreements, or provisions of this Declaration, the terms, agreements, or provisions of this Section 4, in all instances, shall control as necessary to resolve such conflict.

5. **Amendment**.

5.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, and pursuant to all applicable ordinances of City, including, Section 34-173(e) (Required Exhibits; Deed Restrictions) of the City code, no amendment, change, or alteration to this Declaration shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever, together with the prior written consent of the City pursuant to Section 34-173(e) (Required Exhibits; Deed Restrictions) of the City code. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 24.4 which benefits SJRWMD. No amendment shall be effective until it is recorded in the Public Records.

5.2 No Vested Rights. Each Owner by acceptance of a deed to a Home or Lot irrevocably waives any claim that such Owner has any vested rights prohibiting amendments, pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents. It is expressly intended that Declarant and the Association have the broad right to amend this Declaration and the other

Governing Documents, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein.

5.3 Amendments Prior to the Turnover. Prior to the Turnover, Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records and except as otherwise provided herein. Declarant's right to amend under this provision is to be construed as broadly as possible.

5.4 Amendments after the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum.

5.5 Compliance with HUD, FHA, VA, FNMA, GNMA and SJRWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant may unilaterally amend this Declaration, from time to time, if such amendment is necessary (a) to bring any provision into compliance with applicable governmental statute, rule, regulation or judicial determination; (b) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, HUD, FHA, VA, FNMA, GNMA, to make, purchase, insure, or guarantee mortgage loans on the Lots; or (c) to satisfy the requirements of any local, state or federal governmental agency, including SJRWMD. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend this Declaration, from time to time, if such amendment is necessary (a) to bring any provision into compliance with applicable governmental statute, rule, regulation or judicial determination; (b) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, HUD, FHA, VA, FNMA, GNMA, to make, purchase, insure, or guarantee mortgage loans on the Lots; or (c) to satisfy the requirements of any local, state or federal governmental agency, including SJRWMD. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

6. **Annexation and Withdrawal**.

6.1 Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of the Community by Declarant. Except for applicable governmental approvals (if any) and the consent of the owners of such land, no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners or any Lenders). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of the Community. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Except as otherwise provided herein, prior to the Community Completion Date, only Declarant may add additional lands to the Community.

6.2 Annexation by the Association. After the Community Completion Date, and subject to applicable governmental approvals (if any) and the consent of the owners of such land, additional lands may be annexed with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum.

6.3 Withdrawal. Prior to the Community Completion Date, any portions of the Community (or any additions thereto) may be withdrawn by Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Declarant to withdraw portions of the Community shall not apply to any Lot that has been conveyed to an Owner or Builder unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner or Builder is obtained. Except as provided in this paragraph below, the withdrawal of any portion of the Community shall not require the consent or joinder of any other party (including, without limitation, the Association, Owners, or any Lenders). The Association shall have no right to withdraw land from the Community.

6.4 Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Section 5.4 shall be effective upon recording in the Public Records, unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and Assessment liability in accordance with the provisions of the Supplemental Declaration and this Declaration.

7. **Dissolution**.

7.1 Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event the Association is dissolved, other than incident to a merger or consolidation, the SWMS shall be conveyed to SJRWMD or an appropriate agency of local government and, if not accepted by such agency, the SWMS shall be dedicated to a similar non-profit corporation, or, alternatively, such individual Lot Owners in the Community shall assume such responsibilities for the SWMS located within the Property so that in no event shall the City assume any responsibilities for the management of the SWMS. If the Association ceases to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the SWMS located within the Property in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility.

7.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, the Community and each Lot therein shall continue to be subject to the provisions of this Declaration, including without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section only shall apply with regard to the maintenance, operation, and preservation of those portions of the Community that had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

8. **Binding Effect and Membership**.

8.1 Term. Subject to the Declarant's right to amend this Declaration prior to the Turnover Date and the Association's right to amend this Declaration after Turnover, the covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a minimum of thirty (30) years from the date this Declaration is recorded in the Public Records. After the initial 30-year period, the covenants,

conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless within the ninety (90) day period preceding the end of the initial 30-year period, or each successive 10-year period, an instrument signed by the Members holding at least seventy-five (75%) of the total Voting Interests, agreeing to terminate this Declaration, has been recorded in the Public Records.

8.2 Transfer. The transfer of the fee simple title to a Home or Lot, whether voluntary or by operation of law, terminating an Owner's or Builder's title to that Home or Lot, shall terminate the rights to use and enjoy the Common Areas and shall terminate such Owner's or Builder's membership in Association. An Owner's or Builder's rights and privileges under this Declaration are not assignable separately from a Lot. The record title owner of a Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. The transferor of any Lot, whether a Builder or any Owner, shall remain jointly and severally liable with the transferee for all obligations pursuant to this Declaration that accrue prior to the date of such transfer, including without limitation, payment of all Assessments accruing prior to the date of transfer.

8.3 Membership and Voting Rights. In addition to the Declarant, upon acceptance of title to a Lot, and as more fully provided in the Articles and Bylaws, each Owner and Builder shall be a Member of the Association. Membership rights are governed by the provisions of this Declaration, the Articles and Bylaws. Membership shall be an appurtenance to, and may not be separated from the ownership of a Lot. Declarant rights with respect to membership in the Association are set forth in this Declaration, the Articles and Bylaws. The Association shall have the following two (2) classes of voting membership:

8.3.1 Class A Members. Class A Members shall be all Owners and Builders. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be Members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

8.3.2 Class B Member. Declarant shall be the Class B Member and shall be entitled to nine (9) votes for each Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration, Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. The Class B Membership shall terminate on the Turnover Date. Upon termination of the Class B Membership, Declarant shall be a Class A Member entitled to one (1) vote for each Lot owned. Turnover by the Declarant shall occur on the Turnover Date at a meeting held for the purpose of electing a majority of the Association's Board of Directors. No more than sixty (60) days and no less than thirty (30) days prior to the meeting, the Association shall notify in writing all Class A members of the date, location, and purpose of the meeting. Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

8.3.2.5 When ninety percent (90%) of the total Lots that will ultimately be contained within the Community and operated by the Association are conveyed to Owners; or

8.3.2.6 When the Declarant makes the election, in its sole and absolute discretion, to give written notice to the Association of its decision to cause the Turnover to occur.

8.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with the Association. All provisions of this Declaration and other Governing Documents shall apply to both such Owner and the designated occupants.

8.5 Voting Interests. Voting Interests in the Association are governed by this Declaration, the Articles and Bylaws.

8.6 Document Recordation Prohibited. Neither the Association nor any Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of Declarant or conflict with the provisions of this Declaration or the other Governing Documents.

8.7 Conflicts. In the event of any conflict among this Declaration, the Articles, the Bylaws or any of the other Governing Documents, this Declaration shall control.

9. **Paramount Right of Declarant**. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of the Community for various public purposes or for the provision of Telecommunications Systems, or to make any portions of the Community part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of the Community.

SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME, WITHOUT NOTICE AND AT ITS DISCRETION.

10. **Common Areas**.

10.1 General. The Common Areas shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. Declarant shall have the right to use and access the Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to the Association. Prior to the Community Completion Date, Declarant reserves the absolute right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion without notice.

10.2 Construction of Common Areas Improvements. Except as otherwise provided herein, Declarant shall be the sole judge of the composition of any Common Areas. Prior to the Community Completion Date, Declarant reserves the absolute right to construct additional Common Areas within the Community, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Declarant is not obligated to, nor has it represented that it will construct any Common Areas. Declarant is the sole judge of the Common Areas, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes or changes or modifications to any of them.

10.3 Use of Common Areas by Declarant. Until the Community Completion Date, Declarant shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by Declarant.

10.4 Conveyance.

10.4.5 Generally. The Common Areas may be designated by the Plat, created in the form of easements or conveyed to the Association by quitclaim deed, or other instrument of conveyance, as determined by the Declarant in its sole and absolute discretion. Association shall pay all costs of the conveyance at the Declarant's request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby indemnify and hold Declarant harmless on account thereof. Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. Association shall accept any and all transfer of permits from Declarant, or any other permittee, of any permit required by a governmental agency in connection with the development of the Community, as modified and/or amended. The Association shall cooperate with Declarant, or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits to the Association. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of each Owner and Builder granting access to their respective Lots.

10.4.6 Common Area Reservations. The Common Areas (if any) shall be subject to the following provisions:

10.4.6.5 intentionally deleted;

10.4.6.6 matters reflected on the Plat;

10.4.6.7 non-exclusive easements in favor of Declarant, its successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of improvements, utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. These easements shall run in favor of Declarant, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

10.4.6.8 all restrictions, easements, covenants and other matters of record;

10.4.6.9 in the event the Association believes that Declarant shall have failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law, or the Common Areas conveyed herein are defective in any respect, the Association shall give written notice to Declarant detailing the alleged failure or defect. Once the Association has given written notice to Declarant pursuant to this Section, the Association shall be obligated to permit Declarant and their agents to perform inspections of the Common Areas and to perform

all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. The Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant; and

10.4.6.10 intentionally deleted.

10.5 Operation after Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Turnover, the approval of (a) a majority of the Board and (b) the consent of Declarant, or (ii) from and after the Turnover, approval of (x) a majority of the Board and (y) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the Members of the Association at which there is a quorum.

10.6 Paved and Concrete Common Areas. The Common Areas may contain certain paved and concrete areas, including the private street immediately adjacent to any Owner's Lot. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, including but not limited to, parking areas, pathways, bicycle paths, and sidewalks, if any. Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such maintenance and inspection shall be a part of the Operating Expenses of the Association. The Association shall determine periodically the scope of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work.

10.7 Delegation. Once conveyed or dedicated to the Association, the Common Areas and improvements located thereon shall at all times be under the complete supervision, operation, control, and management of the Association. Notwithstanding the foregoing, the Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Further, in the event that Common Area is created by easement, the Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

10.8 Use.

10.8.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners and Builders on a non-exclusive basis in common with other Owners persons, entities and corporations (who may, but are not required to be members of the Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Declarant, and thereafter, the Association has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, entities, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

10.8.2 Right to Allow Use. Declarant and/or the Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, the Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written consent of Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

10.8.3 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Association.

10.8.4 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Community; and (v) design of any portion of the Community. Each Owner expressly indemnifies and agrees to hold harmless Declarant, Builders and Association, and all employees, directors, representatives, officers, agents and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THE COMMON AREAS AND AREAS IN THE VICINITY OF THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, BEARS AND FOXES. DECLARANT, BUILDERS, AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

10.8.5 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Declarant, Builders, the Association, and their officers, partners, agents, employees, affiliates, members, shareholders, directors, supervisors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the retention/detention areas within the Community by Owners, and their guests, tenants, family members, invitees, or agents. Should any Owner bring suit against the Declarant, Builders, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

10.8.6 Retention/Detention Areas. NEITHER THE BUILDERS, THE DECLARANT, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN THE COMMUNITY; PROVIDED, FURTHER, NEITHER THE BUILDERS, THE DECLARANT, THE, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER

AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE BUILDERS, THE DECLARANT, AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY DECLARANT, BUILDERS, OR THE ASSOCIATION THAT WATER LEVELS OR RETENTION/DETENTION AREAS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. BUILDERS, DECLARANT, AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN THE COMMUNITY.

10.9 Rules and Regulations.

10.9.1 Generally. Prior to the Turnover, Declarant, and thereafter the Association, shall have the right from time to time to adopt, and/or amend, Rules and Regulations governing the use of the Common Areas. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder. The Association shall have the right to adopt and enforce Rules and Regulations applicable to the Common Areas and shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations.

10.9.2 Declarant and Builders Not Subject to Rules and Regulations. Intentionally deleted.

10.9.3 Assignment to Builders. Intentionally deleted.

10.10 Public Facilities and Private Road Disclosure. The Community may include one or more public facilities. Notwithstanding the foregoing sentence, all roadways within the Community shall be private roadways and shall be owned maintained by the Association. In connection with such private roadways, this Declaration provides (and the Plat for the Community shall contain) the following two (2) notations: "Further subdivision of any Lot shown on this Plat as served by a private street shall be prohibited;" and "All owners of land included by this Plat shall be subject to any assessment of costs required to correct deficiencies caused by substandard construction and hold the City of Titusville harmless for any accident or injury to persons or property that may result therefrom." Further, this Declaration requires (and the Plat for the Community shall provide) that the Community includes a private road and any initial purchaser of a newly created Lot in the Community served by such private road shall be furnished by the Declarant with a disclosure statement outlining the maintenance responsibilities for such road in accordance with the requirements of the City's Land Development Regulations.

10.11 Default by Owners. No default by any Owner in the performance of the covenants and promises contained in this Declaration shall be construed or considered (i) a breach by Declarant or Association of any of their promises or covenants in this Declaration; (ii) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (iii) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

10.12 Special Taxing Districts. For as long as Declarant controls the Association, Declarant shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of the Community to a special taxing district, or a public agency or authority under such terms as Declarant deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, entrance features, roads, landscaping, irrigation areas, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes

deemed appropriate by Declarant, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of City and all other applicable governing entities having jurisdiction with respect to the same.

10.13 Association's and Owner's Obligations to Indemnify. Intentionally deleted.

11. **Maintenance by the Association**.

11.1 Common Areas and Area of Common Responsibility. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair and replace the Common Areas and Area of Common Responsibility, including all improvements placed thereon.

11.2 Adjoining Areas. Except as otherwise provided herein, the Association shall maintain those drainage areas, swales, parking areas, water body slopes and banks, and landscape areas that are within the Common Areas and/or Area of Common Responsibility; provided, that, such areas are readily accessible to the Association. Under no circumstances shall the Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot.

11.3 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas or any Lot necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas through or under an Owner, shall be borne solely by such Owner and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of the ACC. Further, an Owner shall be responsible for all costs of maintenance, repair or construction of any portion of the drainage facilities located on such Owner's Lot if such repair maintenance or construction is necessitated by the negligent or willful acts of an Owner or such Owner's tenants, family members, guests and invitees.

11.4 Right of Entry. Declarant and the Association are granted an easement over, under and across all of the Community for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any construction, installation, maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, Declarant, for itself and on behalf of Builders, specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Declarant may construct, maintain, repair, alter, replace and/or remove improvements, install landscaping, install utilities, and/or remove structures on any portion of the Community if Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

11.5 Maintenance of Property Owned by Others. Association shall, if designated by Declarant (or by the Association after the Community Completion Date), by amendment to this Declaration or if pursuant to any document of record, maintain and assess Lot Owners for the cost to maintain and repair, landscaping, irrigation systems, stormwater facilities, community identification/features and/or other areas or elements designated by Declarant (or by the Association after the Community Completion Date) upon areas that are within or outside of the Community. Such areas may abut, or be proximate to, the Community and may be owned by, or be dedicated to others including, but not limited to, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (for

example and not in limitation) parks, swale areas, ponds, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the members of the Association or to amend the foregoing if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

12. **Landscape Maintenance by Owners**. All Lots and Homes, including without limitation, all lawns, landscaping, irrigation systems, driveways, walkways and any property, structures, improvements and appurtenances not maintained by the Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the Community Standards, by the Owner of the applicable Lot or Home. Each Owner is specifically responsible for maintaining all, landscaping, trees, improvements and paved surfaces within any portion of a Lot, including limbs and roots of trees which may emanate from other Lots or Common Areas. No tree installed by the Declarant or any Builder on any Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing the Community and the prior written approval of the ACC has been obtained. If any such tree dies, such tree shall be replaced by the Owner of the Lot upon which the tree was located, at the Owner's expense, by a similar tree of similar size in diameter and after the Owner obtains the prior written approval of the ACC. No other objects or landscaping may be installed in place of any such trees. In the event Lots and Homes are not maintained by the record title owner of the Lot in accordance with the requirements of this Section 12, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the Owner.

12.1 Lawn and Landscape Maintenance. Excepting the cutting of grass on Lots, which shall be the obligation of the Association unless the Board, in its discretion determines otherwise, and notwithstanding any other provision of this Declaration to the contrary, the Association shall have no responsibility for the maintenance of landscaped areas within any Lot, including without limitation, , irrigation, , shrubs, trees, mulch, or any other landscaping. The Owner of each such Lot shall be responsible for the repair, replacement and maintenance of the irrigation and all landscaped areas and other improvements within any portion of the Lot. Any such repair, replacement and maintenance shall be consistent with the Landscape Maintenance Standards set forth in this Declaration.

12.2 Right of the Association to Enforce. Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section 12. In the event an Owner does not comply with this Section 12, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. The Association shall have the right to enforce this Section 12 by all necessary legal action. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 12, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

12.3 Landscape Maintenance Standards. The following maintenance standards (the "Landscape Maintenance Standards") apply to landscaping within all Lots:

12.3.5 Trees. Trees are to be pruned as needed and maintained with the canopy no lower than eight feet (8') from the ground.

12.3.6 Shrubs. All shrubs are to be trimmed as needed.

12.3.7 Grass.

12.3.7.5 Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall lawns within any Lot be in excess of five inches (5") in height.

12.3.7.6 Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

12.3.8 Mulch; Rock. Mulch and/or landscaping rock (e.g. river rock, lava rock) shall be permitted to be used in landscaped areas and shall be replenished as needed on a yearly basis.

12.3.9 Insect Control and Disease. Insect control and disease shall be performed on an as needed basis. Failure to do so could result in additional liability if the disease and insect spread to neighboring Lots and Common Areas. Dead grass shall be removed and replaced within thirty (30) days of dying. If the City code or SJRWMD regulations require a particular type of grass (including without limitation, Bahia grass) in the rear yards, it shall remain as the required type of grass and if it dies, may only be replaced with that type of grass, unless the prior written approval of the ACC is obtained.

12.3.10 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed according to best management practices for lawn and landscape as provided by UF/IFAS Brevard County Extension Service (if any) or The University of Florida IFAS Extension Service. If neither the UF/IFAS Brevard County Extension Service nor The University of Florida IFAS Extension Service promulgates such best management practices, then the Board of Directors shall adopt similar best management practices.

12.3.11 Irrigation. Every Owner shall be required to install, operate, maintain, repair and replace, as necessary, an automatic underground irrigation system to irrigate the grass and landscaping located on their Lot and the Owner Maintained Right-of Way in a routine and ordinary manner, as may be permitted by SJRWMD and/or City regulations, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. Watering and irrigation, including the maintenance, repair and replacement of irrigation facilities and components will be the sole responsibility of the record title Owner of the respective Lot. Sprinkler heads shall be maintained on a monthly basis. Water spray from sprinklers shall not extend beyond any property line of the respective Lot plus any adjacent Owner maintained right-of-way. Lots shall be consistently irrigated to maintain a green and healthy lawn at all times. Automatic sprinkler systems shall not cause water to run onto neighboring Lots, walkways, streets or the like and shall include a timing system to limit hours of operation. All components of the irrigation system, clock, pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation. Notwithstanding the provisions of this Section 12.3.7 to the contrary, if the rear yard of a Lot is sodded with bahia grass, an Owner shall not be required to install an automatic underground irrigation system in the rear yard of the Owner's Lot; however, the Owner will be required to maintain the lawn and landscaping in the rear yard to the Community Standards.

12.3.12 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, sidewalks and expansion joints shall be removed as needed. Chemical treatment is permitted.

12.3.13 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day where accumulated, cut or pulled.

12.4 Modification to Landscaped Areas. Without the prior written consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from the Community and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in

any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse the Association, as an Individual Assessment, for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the SWMS. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC, provided, however, that the installation of outdoor lighting in and around the pool and/or lanai area shall be permitted without the prior written approval of the ACC.

12.5 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. No refuse or unsightly objects shall be allowed to be placed or allowed to remain upon any Lot.

12.6 Paved and Concrete Surfaces. Each Owner shall be responsible to timely repair, maintain and/or replace the driveways, walkways, sidewalks, including without limitation brick pavers, and other paved, stone, concrete or similar impervious surfaces comprising part of a Lot in accordance with the requirements of the City's Land Development Regulations as more particularly shown on that certain City Maximum Impervious Area Table For Each Lot attached hereto as Exhibit 5. In the event the County, the City, or any of their respective subdivisions, agencies, and/or divisions must remove any portion of the paved, stone, concrete or similar surfaces located within an Owner's Lot for the installation, repair, replacement or maintenance of utilities, then the Owner of the applicable Lot will be responsible to replace or repair the paved or concrete surfaces at such Owner's expense. In the event an Owner does not comply with this Section 12.6, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment to ensure compliance with Exhibit 5.

12.7 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Declarant, Builders and the Association shall not have liability under such circumstances for any damage or loss that an Owner may incur in the event an Owner fails to maintain their Homes in accordance with this provision. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER LESSEE, OCCUPANT, FAMILY MEMBER, GUEST OR INVITEE, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED DECLARANT FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

12.8 Water Mains. In the event the County, the City, or any of their respective subdivisions, agencies, and/or divisions must remove any portion of an Owner's driveway, then the Owner of such driveway shall be responsible to replace or repair the driveway at such Owner's expense, if such expenses are not paid for by the County or the City, as applicable. In the event an Owner does not comply with this Section 12.8, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section 12.8.

12.9 Exterior Home Maintenance. Each Owner is solely responsible for the proper maintenance and cleaning of the exterior walls of his or her Home. Exterior walls of some or all of the Homes may be improved with a finish material composed of stucco or cementitious coating (collectively, "Stucco/Cementitious Finish"). While Stucco/Cementitious Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Stucco/Cementitious Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the stucco application. This is normal behavior and considered a routine maintenance item for the Owner. Each Owner is responsible to determine if the exterior walls of his or her Home have a Stucco/Cementitious Finish and, if so, to inspect the Stucco/Cementitious Finish to the exterior walls for cracking and engage a qualified professional to seal those cracks and repair the affected area. In addition, each Owner is responsible for inspecting the exterior paint and caulk material in the exterior wall system openings (i.e., windows, doors, hose bibs, etc.) for peeling, cracking or separating. If the inspection reveals any such items, the Owner is responsible for engaging a qualified professional to clean, repair, re-caulk and repaint those areas of the Home. Each Owner is responsible for all maintenance and repairs described in this Section 12.9, and they should be completed in a timely and periodic fashion to prevent any damage to the Home.

12.10 Right of Way. Each Owner of a Lot shall be responsible for the costs, charges and expenses incurred in connection with (a) the irrigation, maintenance and replacement of the grass and landscaping and (b) the installation, maintenance, repair and replacement of irrigation facilities, located in the private street immediately adjacent to such Owner's Lot (the "Owner Maintained Right-of-Way"). Every Owner shall be required to irrigate the grass and landscaping located in the Owner Maintained Right-of-way in a routine and ordinary manner and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. No tree installed by the Declarant or any Builder in the Owner Maintained Right-of-Way shall be felled, removed, or cut down by the Owner, unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing the Community, and after obtaining the written approval of the ACC; however, the Owner responsible for maintaining the Owner Maintained Right-of-Way shall have the right, but not the obligation, at such Owner's sole cost and expense, to trim and maintain any trees located in the Owner Maintained Right-of-Way in accordance with the Landscape Maintenance Standards.

13. **Use Restrictions**. Except as otherwise provided in this Declaration, the following Use Restrictions shall apply to all Lots within the Community:

13.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

13.2 Animals. No animals of any kind shall be raised, bred or kept within the Community for commercial purposes; provided, however, Owners may keep domestic pets as permitted by City ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Pets permitted in accordance with this Section 13.2 may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Lot. No pet or animal shall be "tied out" on the exterior of the Home or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet.

13.3 Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

13.4 Vehicles. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Builders or their subcontractors, suppliers, consultants or agents.

13.4.5 Parking. Owners' automobiles shall only be parked in the garage or driveway of the respective Owner's Lot and shall not block the sidewalk. Notwithstanding the foregoing sentence, all roadways within the Community shall be private roadways, and shall be owned and maintained by the Association in accordance with the requirements of this Declaration. No vehicles of any nature shall be parked on any street within the Community or on any other areas within the Community, except on designated paved parking areas. Vehicles shall not park on the sidewalks or other paved surfaces comprising the Common Area, except in designated parking areas, if any. To the extent the Community has any guest parking, Owners and Lessees and Immediate Family Members are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in the Community except during the period of a delivery of goods or services. Any violations of this Section 13.4.1 shall be subject to fines as provided in Section 19.6, in addition to any other penalties imposed by applicable governmental authority.

13.4.6 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on the Community for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within the Community, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

13.4.7 Prohibited Vehicles. In accordance with the requirements of Sections 320.01 (Motor Vehicles) and 720.3075 (Prohibited Clauses in Association Documents), Florida Statutes, no commercial vehicle, limousine, recreational vehicle, boat, watercraft, trailer, including without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within the Community except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks or other such equipment attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within the Community. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No ATV or mini motorcycle may be parked or stored within the Community, including on any Lot, except in the garage of a Home. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Builders, or their subcontractors, suppliers, consultants or agents.

13.4.8 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a

period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Notwithstanding the foregoing sentence, all roadways within the Community shall be private roadways and shall be owned maintained by the Association. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot or Common Areas that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting.

13.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with Section 14.2.2 of this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as originally constructed or with such modifications as are approved by the ACC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

13.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant and/or Builders, administrative offices of Declarant and/or Builders, no commercial or business activity shall be conducted within the Community, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of the Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of Declarant.

13.7 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes and/or Lots within the Community. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN THE COMMUNITY AND THE RESIDENTIAL ATMOSPHERE THEREOF.

13.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

13.9 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, or flagpoles shall be installed or placed within or upon any portion of the Community without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing after October 1st and shall be removed by November 5th and commencing the week before Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights and decorations. The ACC may require the removal of any lighting or decorations that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through the Community). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2024), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC.

13.10 Disputes as to Use. If there is any dispute as to whether the use of any portion of the Community complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by the Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

13.11 Drainage System. Drainage systems and drainage facilities may be part of the Common Areas and/or Lots. Once drainage systems or drainage facilities are installed by Declarant, the maintenance of such systems and/or facilities thereafter located within the boundary of a Lot shall be the responsibility of the Association; however, the Association shall have any responsibility for landscaping maintenance, including but not limited to lawn mowing, and the Owner of any such Lot shall be required to maintain such Lot in accordance with the provisions of Section 12 of this Declaration. In the event that such drainage systems or drainage facilities (whether comprised of swales, pipes, pumps, water body slopes, or other improvements) are adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage systems and/or facilities shall be the responsibility of the Owner of such Lot containing all or a part of such drainage systems and/or drainage facilities. By way of example, and not of limitation, if the Owner of one Lot plants a tree on such Owner's Lot (pursuant to ACC approval), and the roots of such tree subsequently affect pipes or other drainage facilities within another Lot, the Owner of the Lot upon which the tree is located shall be solely responsible for the costs of removal of the roots which adversely affect the adjacent Lot. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION, BUILDERS AND DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

13.12 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) removing all removable furniture, plants and other objects from outside the Home and (ii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. Neither Association nor Declarant shall have any responsibility of any nature relating to any unoccupied Home.

13.13 Fences/Walls/Screens. No walls or fences shall be erected or installed other than perimeter fencing, if any, installed by the Declarant.. All screening and screened enclosures shall have the prior written approval of the ACC and shall be in compliance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and all decks shall have the prior written approval of the ACC.

13.14 Fuel Storage. No fuel storage shall be permitted within the Community, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices. all fuel tanks shall either be underground or surrounded by appropriate landscaping or screening.

13.15 Garages. Each Home must at a minimum include a two (2) car garage. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

13.16 Garbage Cans. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from outside the Home or Lot. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up.

13.17 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC and shall match the color or trim of the Home and be of a neutral color. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

13.18 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining within the Owner's Lot. Declarant may utilize a computerized loop system to irrigate the Common Areas. Any computerized loop irrigation system that is not specifically the maintenance obligation of the Association or an Owner, shall be the maintenance obligation of the Association and is deemed part of the Common Areas.

13.19 Laundry. Subject to the provisions of applicable Florida law, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline.

13.20 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of the Community. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of the Community shall be the same as the responsibility for maintenance and repair of the property concerned.

13.21 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section13.21. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association no later than one week prior to the commencement of the term thereof. No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship.

All Lease Agreements shall include a renter's (or tenant's) insurance clause, as permitted by Florida law, and an acknowledgment by the tenant that the tenant and all occupants of the leased Home are bound by and obligated to comply with the Governing Documents and that the tenant has received a copy of the Governing Documents. The Association may require that the Lease Agreement contain an addendum approved by the Association. The Owner shall be responsible for providing a copy of the Governing Documents to the tenant prior to execution of the Lease Agreement and shall monitor enforcement and compliance with the Governing Documents by the tenant. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to the Governing Documents. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same (including, without limitation, attorneys' fees, paraprofessional fees and court costs) shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single-family residence. Each leased Home shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

13.22 Mailboxes and Lampposts. No mailboxes or lampposts shall be installed on any Lot or other location as required by the rules and regulations of the United States Postal Service without the prior written consent of the ACC. The ACC shall have the right to require that all mailboxes and lampposts shall be of one particular type or design specified by the ACC so long as such designated type or design, in the case of mailboxes, meets the rules and regulations of the United States Post Service.

13.23 Minimum Square Footage. Homes shall be a minimum of one thousand three hundred forty eight (1,348) square feet. Square footage minimums required in this Section 13.23 refer to total square footages under roof, not heated and cooled square footages.

13.24 Minor's Use of Common Areas. Adults shall be responsible for all actions of their minor children at all times in and about the Community. Neither Declarant nor Association shall be responsible for any use of the Common Areas, by anyone, including minors.

13.25 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of the Community is permitted. No firearms shall be discharged within the Community. Nothing shall be done or kept within the Common Areas, or any other portion of the Community, including a Home or Lot which will increase the rate of insurance to be paid by the Association.

13.26 Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

13.27 Paint. The exterior of Homes shall be repainted within forty-five (45) days of notice by the ACC to the Owner of the applicable Lot.

13.28 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of the Community, which is unsightly or which interferes with the comfort and convenience of others.

13.29 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, and pursuant to all applicable ordinances of City, including, Section 30-208 (Area of Critical Concern) of the City code, no Owner shall remove soil from any portion of the Community, change the elevation, grade, slope or drainage characteristics of the land within the Community, or plant landscaping which results in any permanent change in the flow and drainage of surface water within the Community. Owners may place additional plants, shrubs, or trees within any portion of the Community within their respective Lots with the prior written approval of the ACC.

13.30 Swimming Pools. No above-ground or in-ground pools shall be permitted on any townhome Lot..

13.31 Roofs, Driveways and Pressure Cleaning. Roofs, exterior surfaces and/or pavement, including, but not limited to, walkways, drives, and driveways located on a Lot and on the Owner Maintained Right-of-Way applicable to the Lot, shall be pressure cleaned within thirty (30) days of notice by the ACC to the Owner of the Lot. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the Lot line or include the sidewalk, unless specifically approved by the ACC. All roofs must be constructed using only tile or dimensional shingles.

13.32 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof having been obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of the Community. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

13.33 Screened Enclosures. Unless erected in connection with the initial construction of a Home on a Lot, no screening and screened enclosures, or enclosures of balconies or patios shall be permitted without the prior written approval of the ACC.

13.34 Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Community, including without limitation, any Home, Lot or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner, as required under 36 U.S.C. Chapter 10 (Patriotic Customs), up to two (2) portable, removable United States flags or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one- half feet (4 ½') by six feet (6'), and shall in all manner be in accordance with the requirements of Sections 720.3075 (Prohibited Clauses in Association Documents) and 720.304 (Right of Owners to Peaceably Assemble), Florida Statutes. Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building

codes, zoning setbacks, and other applicable governmental regulations, including without limitation noise and lighting ordinances in the City and all setback and location criteria contained in this Declaration. Declarant and Builders are exempt from this Section 12.35; provided, further, the Declarant specifically reserves the right, license, privilege and easement for itself and (to the extent Declarant assigns such right, license, privilege and easement to a Builder or Builders pursuant to Section 10.9.3) for Builders, and their agents, employees, nominees and assigns, to construct, place and maintain upon any property within the Community such signs as the Declarant deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes in the Community. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services. In addition, flags displaying the logo of a sports team and holiday flags shall be permitted to be displayed from and Home.

13.35 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of the Community without prior written consent of the ACC, except that movable basketball goals shall be permitted to be located on a driveway of a Home. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ACC. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

13.36 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted except a non-motorized utility trailer that can only be located in the back yard of the property. The utility trailer may not be visible from the street or by neighbors of the property. Owner shall erect a fence around the perimeter of the property to conceal any allowable utility trailer (in compliance with Section 13.13 of the Declaration), provided that the fence fully conceals the utility trailer. All utility trailers must be approved by the ACC. No other structure or improvement shall be constructed, erected, altered, modified or maintained, and all allowable structures must be in compliance with applicable local ordinances. Water softeners, trash containers, propane tanks, and other similar devices shall be screened so that such devices are not visible from the street, and Owners shall not remove or modify such screening."

13.37 Subdivision and Regulation of Land. No portion of any Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Association. No Owner shall initiate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to the Community, without the prior written approval of Declarant prior to Turnover and the Association after Turnover, which approval may be granted or denied in the sole discretion of Declarant or the Association, as applicable.

13.38 Dangerous Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of The Community or within any Home or Lot, except those which are required for normal household use. All propane tanks and/or bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground, unless an alternate location and manner of installation which is screened from view by landscaping or other materials is approved by the ACC prior to installation.

13.39 Swimming, Boating and Docks. Swimming and wading are prohibited within any of the water bodies within the boundaries of the Community. Boating and personal watercraft are

prohibited. No dock or pier extending into the water bodies within the boundaries of the Community shall be permitted.

13.40 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its Immediate Family Members, guests, Lessees and invitees.

13.41 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

13.42 Wells. No individual wells will be permitted on any Lot.

13.43 Window Treatments. Within thirty (30) days of the conveyance of title of a Home to an Owner, such Owner shall install drapes, curtains, blinds or other window coverings. Window treatments shall consist of drapery, blinds, decorative panels, or other window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. No security bars shall be placed on the windows of any Home. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Owners are responsible for caulking or re-caulking all windows to insure water tightness. As used herein, the term "Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard or other similar temporary covering.

13.44 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

13.45 Solar Panels. Solar panels shall be permitted to be installed on the exterior of a Home for the purpose generating electricity, water heaters and pool heaters. No free-standing solar panels shall be permitted.

Notwithstanding any other provision of this Declaration, Builders shall be exempt from the provisions and restrictions set forth in Sections 13.1, 13.13, 13.27, 13.29, 13.31, 13.36, 13.37, 13.38, and 13.40. In respect to Section 13.15, Builders shall be exempt from the provision related to no garage shall be converted into a general living area.

14. **Requirement to Maintain Insurance**. The Association shall maintain the following insurance coverage:

14.1 Insurance.

14.1.5 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

14.1.6 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate by the Board from time to time. Such policies must

provide that they may not be cancelled or substantially modified by any party, without at least thirty (30) days' prior written notice to Declarant (until the Community Completion Date) and the Association.

14.1.7 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board from time to time.

14.1.8 Fidelity Bond/Theft Insurance. The Association shall obtain insurance or a fidelity bond for all persons who control or disburse funds of the Association, with coverage in the amount of the maximum funds that will be in the custody of the association or its management at any one time; and

14.1.9 Other Insurance. The Association shall maintain such other insurance coverage as appropriate from time to time. All coverage obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not the Association owns title thereto.

14.1.10 Declarant. Prior to the Turnover, Declarant shall have the right, at the Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

14.2 Owners.

14.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance on his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work. Upon the request of the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his or her Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

14.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or (ii) the Owner shall tear the Home down, remove all the debris, and re-sod and landscape the property comprising the Home as required by the ACC ("Required Demolition") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within nine (9) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within three (3) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any

requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 14.2.3 shall be in accordance with the Community Standards and any other standards established by the Association with respect to any casualty that affects all or a portion of the Community.

14.2.4 Additional Rights of the Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. The Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to the Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by the Association, including any costs incurred with the management and oversight of any such Required Repair or Required Demolition performed by the Association, plus interest and attorneys' fees and costs.

14.2.5 Association Has No Liability. Notwithstanding anything to the contrary this Section, the Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, the Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to the Association in this Section.

14.3 Association as Agent. The Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14.4 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, the Association shall be responsible for reconstruction after casualty.

14.5 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform to the then current governmental regulation(s). The Board of the Association may elect to modify the design or type of Common Areas reconstructed after a casualty in their sole discretion.

14.6 Cost of Payment of Premiums. The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof are Operating Expenses.

14.7 Declarant has No Liability. Notwithstanding anything to the contrary in this Section 13, Declarant, its officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage for the Common Areas or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.

14.8 Additional Insured. Prior to Turnover, Declarant shall be named as an additional insured on all policies obtained by the Association, as its interests may appear.

15. **Property Rights**.

15.1 Owners' Easement of Enjoyment. Every Builder, Owner, Immediate Family Member, Lessees, guests and invitees shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purposes, subject to the following provisions:

15.1.5 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended;

15.1.6 Rules and Regulations adopted governing use and enjoyment of the Common Areas, the right of the Association to suspend rights hereunder, including without limitation, voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes (2024);

15.1.7 The right of the Association to suspend the right to use (except vehicular and pedestrian ingress and egress and necessary utilities) all or a portion of the Common Areas for any period during which any Assessments levied against the Owner remains unpaid;

15.1.8 The right of Declarant and/or the Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Declarant;

15.1.9 The right of Declarant and/or the Association to modify the Common Areas as set forth in this Declaration;

15.1.10 The perpetual right of Declarant to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. The Association and each Owner shall give Declarant unfettered access, ingress and egress to the Common Areas so that Declarant and/or its agents can perform all tests and inspections deemed necessary by Declarant. Declarant shall have the right to make all repairs and replacements deemed necessary by Declarant. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Declarant relative to any portion of the Common Areas;

15.1.11 The rights of Declarant, Builders and/or the Association as reserved in this Declaration; and

15.1.12 An Owner relinquishes use of the Common Areas during the time that a Home is leased to a Lessee.

15.2 Ingress and Egress. An easement for ingress and egress is hereby created for (a) pedestrian traffic over, and through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas and (b) for vehicular traffic over, through and across such portions of the Common Areas which, from time to time, may be paved and intended for such purposes.

15.3 Development Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself and for Builders, and their nominees contractors, subcontractors, suppliers and consultants, over, upon, across, and under the Community as may be required in connection with the development of the Community, and other lands designated by Declarant and/or Builders, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Lots, Homes, any

portion of the Community, and other lands designated by Declarant and/or Builders. Without limiting the foregoing, Declarant specifically reserves for itself and for Builders the right to use all paved roads and rights of way within the Community for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Without limiting the foregoing, at no time shall Declarant and/or Builders be obligated to pay any amount to Association on account of Declarant's and/or Builders' use of the Common Areas. Declarant and Builders intend to use the Common Areas and for sales of Lot and Homes. Further, Declarant and/or Builders may market other residences and properties located outside of the Community from Declarant's and/or Builders' sales facilities located within the Community. Declarant and Builders have the right to use all portions of the Common Areas in connection with their marketing activities, including without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties, picnics and similar events, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential homes. The easements created by this Section 15, and the rights reserved herein in favor of Declarant and Builders, shall be construed as broadly as possible and supplement the rights of Declarant and Builders set forth in this Declaration. At no time shall Declarant and/or Builders incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

15.4 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from telecommunications systems within the Community.

15.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or Lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

15.6 Easement for Common Area Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

15.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Declarant, and thereafter the Association, shall, in addition to the specific rights reserved to Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through the Community (including Lots, Parcels and/or Homes) for telecommunications systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, the Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

15.8 Easement for Unintentional and Non-Negligent Lot Encroachments. If any other building or improvement on a Lot shall encroach upon another Lot by reason of original construction by Declarant or a Builder, then an easement for such encroachment shall exist so long as the encroachment exists. Lots may contain improvements that may pass over or underneath an adjacent Lot. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

15.9 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across the Community (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

15.10 Drainage. A non-exclusive easement shall exist in favor of Declarant, the Association, and their designees, SJRWMD, the City, and/or any governmental agency having jurisdiction over the Community over, across and upon the Community for drainage, irrigation and water management purposes. Any such drainage easement area shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by Declarant or Builders, (ii) landscaping of the SWMS, (iii) as required by the City or the Permit, and/or (iv) improvements approved by the ACC. A non-exclusive easement for ingress and egress and access exists as shown on the Plat for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of the Community and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the Community and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

15.11 Specifics Easements in favor of the Association. The Association, pursuant to that certain Plat of Deatherage Subdivision, as recorded in Plat Book 9, Page 41A, of the public records on Brevard County, Florida, and that certain Grant and Declaration of Easement for Access, as recorded in Official Records Book 10030, Page 631, of the public records on Brevard County, Florida, is hereby granted an easement within the Community for the purposes of: (i) constructing, maintaining, replacing and operating all Common Areas; (ii) performing any obligation that the Association is obligated to perform under this Declaration; and (iii) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

15.12 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

16. **Assessments**.

16.1 General. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges as are fixed, established and collected from time to time by the Association (collectively, the "Assessments").

16.2 Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining the Association and the Community. Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

16.2.5 Any periodic assessment (on such frequency as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including without limitation, payment of Operating Expenses,

including, but not limited to, any Operating Expenses payment in connection with any and all roadways within the Community, which shall be private roadways, and the collection of amounts necessary to pay any deficits from prior years' operation ("Installment Assessments");

16.2.6 Any special assessments for capital improvements, major repairs, emergencies, or nonrecurring expenses (a "Special Assessment" or "Special Assessments");

16.2.7 Any specific fees, dues or charges to be paid for any special services, for any special or personal use of the Common Areas, or to reimburse the Association for the expenses incurred in connection with such service or use ("Use Fees");

16.2.8 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. The Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (the "Reserves"). Reserves, if elected by the Board prior to Turnover or approved by a majority of the voting interest post-Turnover, shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are established; and

16.2.9 Any specific assessment for costs incurred by the Association or charges, fees or fines levied against a specific Lot or Lots or the record title owner(s) thereof, which charges are by their nature applicable only to one or more Lots, but less than all Lots ("Individual Assessments"). By way of example and not limitation, in the event an Owner fails to maintain his or her Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. Whenever the term "Individual Assessments" is used herein, it shall include interest at the highest rate allowable by law. In addition, in the event that the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 16.2.5, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

16.3 Designation. The designation of Assessment type and amount shall be made by the Association. Prior to the Community Completion Date, any such designation must be approved by Declarant. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

16.4 Allocation of Operating Expenses.

16.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in the Community with completed Homes (as evidenced by the issuance of a Certificate of Occupancy) or any greater number determined by Declarant from time to time while Declarant still owns any property in the Community. While Declarant still owns any property in the Community, Declarant in its sole and absolute discretion may change such denominator from time to time; provided, however, under

no circumstances will the denominator be less than the number of Lots owned by Owners with completed Homes.

16.4.2 In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners of Lots with completed Homes as a Special Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. After the Turnover Date, no vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein. Prior to the Turnover, a Special Assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Owners' Voting Interests present (in person or by proxy) at a duly noticed meeting of the Members of the Association, at which there is a quorum.

16.4.3 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non- payment by other Owners or the Declarant of any sums due.

16.5 General Assessments Allocation. Installment Assessments and Reserves (if any) shall be uniform for all Lots improved with a Home, except as provided herein. Special Assessments and Reserves shall be allocated equally to each Owner of such Lots with a Home. Notwithstanding anything to the contrary contained in the Governing Documents, Vacant Lots shall be exempt from Assessments until the date a Home is constructed thereon as evidenced by a Certificate of Occupancy.

16.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to, the special service or cost as specified by the Association. Builders shall not be required to pay Use Fees or Individual Assessments.

16.7 Commencement of First Assessment. Except as otherwise specifically provided herein, Assessments shall commence as to each Owner on the day of the completion of construction of a Home on their Lot as evidenced by the issuance of a Certificate of Occupancy for same and the conveyance of such Home and Lot to a person or entity other than Declarant or a Builder. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid Assessments that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while such person or entity was the record title owner of the Lot. An Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or by abandonment of the Lot upon which the Assessments are made.

16.8 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves (if determined to be funded) are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners in the prior fiscal year, it is possible that the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the Turnover, Declarant shall have the option to (i) pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from Owners and other income of the Association, including without limitation, the Initial Contributions and Resale Contributions, late fees and interest (the "Deficit"), or (ii) pay Installment Assessments on Homes or Lots owned by Declarant at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots, owned by Class A

members. Notwithstanding any other provision of this Declaration to the contrary, Declarant shall never be required to (i) pay Assessments if Declarant has elected to fund the Deficit instead of paying Assessments on Homes owned by Declarant, (ii) pay Special Assessments, Individual Assessments or Reserves, or (iii) fund deficits due to delinquent Owners. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in the Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus Assessments to Owners. The Declarant may at any time give thirty (30) days prior written notice to the Association terminating its responsibility for funding the Deficit, and waiving its right to exclusion from Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by Declarant shall thereafter be assessed at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots, owned by Class A members. Declarant shall not be responsible for any Reserves, Individual Assessments or Special Assessments, even after the Turnover. Upon transfer of title of a Lot owned by Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners, prorated as of and commencing with, the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2024). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2024), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

16.9 Budgets. The initial budget prepared by Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by the Board. Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

16.9.1 Establishment of Assessments. Assessments shall be established in accordance with the following procedures: Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2024). The Board may from time to time determine when the Installment Assessments will be collected by the Association (i.e., monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments for Operating Expenses shall be collected in advance on a periodic basis.

16.9.2 Special Assessments and Individual Assessments. Special Assessments and Individual Assessments may be established by the Association, from time to time, and shall be payable at such time or time(s) as determined by the Board. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Declarant.

16.9.3 Use Fees. The Board may establish Use Fees, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Board.

16.10 Initial Contribution. The first purchaser of each Home from a Builder, at the time of closing of the conveyance from the Builder to the purchaser, shall pay to the Association an initial contribution in the amount of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($750.00) (the "Initial Contribution"). The funds derived from the Initial Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, a Builder purchasing a Lot from the Declarant shall not be obligated to pay to the Association the Initial Contribution.

16.11 Resale Contribution. After the Home has been conveyed by a Builder, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount equal to SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($750.00) or such other amount as may be determined from time to time by the Association (the "Resale Contribution"). The Resale Contribution shall not be applicable to conveyances from Declarant or Builder. The funds derived from the Resale Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, the Builder purchasing a Lot from the Declarant shall not be obligated to pay to the Association the Resale Contribution.

16.12 Assessment Estoppel Certificates. The Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner. Upon receipt of a written request therefor from an Owner, the Association shall provide an estoppel certificate in writing to the Owner within the time period required by Florida law, which estoppel certificate shall confirm the status of all Assessments applicable to the Owner's Lot, and if any Assessments are unpaid, the amount that is due as of a specific date set forth in the estoppel certificate. As to parties other than Owners who, without knowledge of error, rely on the estoppel certificate, the estoppel certificate shall be conclusive evidence of the amount of any Assessments therein stated. The Owner requesting the estoppel certificate shall be required to pay the Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate as permitted by Florida law.

16.13 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Lot which, if not paid, could become a lien against the Lot that is superior to the lien for Assessments created by this Declaration.

16.14 Creation of the Lien and Personal Obligation. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the Lot and all personal property located thereon owned by the Owner or Builder against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner or Builder, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person or entity that was the record title owner of the Lot at the time when the Assessment became due, as well as the such record title owner's heirs, devisees, personal representatives, successors or assigns.

16.15 Subordination of the Lien to Mortgages. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event the foreclosing lender who acquires title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2024). Any unpaid Assessments for which such foreclosing lender who acquires title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event the Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

16.16 Acceleration. In the event of a default in the payment of any Assessment, the Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

16.17 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of TWENTY FIVE AND NO/100 DOLLARS ($25.00) per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent Assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

16.18 Exemption. Notwithstanding anything to the contrary herein, Declarant, at Declarant's sole option, may pay Assessments on Lots and Homes owned by it, or fund the Deficit, if any, as set forth in Section 16.8 herein. In addition, the Board shall have the right to exempt any portion of the Community subject to this Declaration from the Assessments, provided that such part of the Community exempted is used (and as long as it is used) for any of the following purposes:

16.18.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and

16.18.2 Any of the Community exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

16.19 Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect one or more Assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy. Such remedies shall be deemed assigned to Declarant for such purposes. If Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the prime rate of interest as announced from time to time by the Wall Street Journal plus two percent (2.0%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

16.20 Rights to Pay Assessments and Receive Reimbursement. The Association, Declarant, any Builder and any Lender shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot or Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due.

16.21 Mortgagee Right. Each Lender may request in writing that the Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage which default is not cured within thirty (30) days after Association learns of such default. A failure by the Association to furnish notice to any Lender shall not result in liability of the Association because such notice is given as a courtesy to such Lender and the furnishing of such notice is not an obligation of the Association to Lender.

16.22 Collection from Lessees. If a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the monetary obligations of the Owner to the Association; provided, however, if within fourteen (14) days from the written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

16.23 Builder Exemption. Notwithstanding any other provision of this Declaration, Builders shall be exempt from the payment of Special Assessments, Use Fees and Reserves, and neither Special Assessments, Use Fees, nor Reserve Assessments shall accrue against any Lot during the time period in which it is owned by a Builder.

17. **Information to Lenders, Builders and Owners**.

17.3 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners, Builders and Lenders current copies of the Governing Documents.

17.4 Copying. Any Owner, Builder and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

17.4.5 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

17.4.6 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

17.4.7 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and

17.4.8 Any proposed action that specifically requires the consent of a Lender.

17.5 Failure of Lender to Respond. Any Lender who receives a written request to respond to proposed amendment(s) to the Governing Documents shall be deemed to have approved such amendment(s) if the Lender does not submit a response to any such request within sixty (60) days after it receives proper notice of the proposed amendment(s); provided such request is delivered to the Lender by certified or registered mail, return receipt requested.

18. **Architectural Control**.

18.3 Architectural Control Committee. The ACC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to the Community. The ACC shall consist of a minimum of three (3) members who shall initially be named by Declarant and who shall hold office at the pleasure of Declarant. Until the Community Completion Date, Declarant shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Declarant shall determine which members of the ACC shall serve as its chairman and co-chairman. If Declarant fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Declarant with respect to the ACC.

18.4 Membership. There is no requirement that any member of the ACC appointed by Declarant be a Member of the Association.

18.5 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of the Community. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within the Community by Owners. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by the ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Declarant and Builders, which may be granted or denied in their sole discretion.

18.6 Master Plan. Declarant has established or may establish an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Declarant reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DECLARANT AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES,

OR OTHER PAPERS RESPECTING THE COMMUNITY. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW THE COMMUNITY WILL APPEAR UPON COMPLETION AND DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

18.7 Community Standards. Each Owner, and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the Declarant or the ACC. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner or Builder to alter the improvements previously constructed. Until the Community Completion Date, Declarant shall have the right to approve the Community Standards, which approval, may be granted or denied in their sole discretion.

18.8 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

18.9 Power and Duties of the ACC. No improvements shall be constructed on a Lot, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or installed upon on a Lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Declarant or Builders (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

18.10 Procedure. In order to obtain the approval of the ACC, each Owner, excepting D.R. Horton, Inc. shall observe the following:

18.10.5 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as determined by the ACC, from time to time. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

18.10.6 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

18.10.7 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the

proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

18.10.8 Construction of a Home on a Vacant Lot must be completed within one (1) year from the date of purchase of the Vacant Lot. Construction of any other improvements shall be completed within the time period set forth in the application approved by the ACC. If the application does not set forth a time period for completion of the improvements, the ACC's approval of the application shall set forth the time period within which the improvements must be completed and if none is set forth therein, one year from the date of the ACC's approval. In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

18.10.9 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

18.11 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

18.12 Variances. The Association or the ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

18.13 Permits. Each Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

18.14 Construction Activities. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

18.14.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in the Community shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas, and other such areas in the Community shall be kept clear of construction vehicles,

construction materials and debris at all times. No construction office or trailer shall be kept in the Community and no construction materials shall be stored in the Community, subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Community Standards. If an Owner (or any of their respective contractors and employees) shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner post security with the Association in such form and such amount deemed appropriate by the ACC in its sole discretion. There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all Owner's contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. The ACC shall have the right to require that each Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

18.14.2 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in the Community.

18.14.3 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within the Community. Each Owner shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within the Community and each Owner shall include the same therein.

18.15 Inspection. There is specifically reserved to the Association and the ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of the Community at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

18.16 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of the Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or the Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

18.17 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved

improvement, the prevailing party shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

18.18 Certificate of Non-Compliance. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, the Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Lot stating that the improvements on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcement remedies.

18.19 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot by other than Declarant, or its designees, the ACC shall issue a Certificate of Compliance to the Owner, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Section 18.17.

18.20 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Declarant, Builders, or their nominees, including without limitation, improvements made or to be made to the Common Areas or any Lot or Home, shall not be subject to the review of the ACC, the Association, or the provisions the Community Standards, and Builders and the Lots, (while owned by a Builder) and Homes constructed by a Builder on the Lots, shall be exempt from the provisions and restrictions set forth in this Section 18.

18.21 Exculpation. The Declarant, the Association, the directors or officers of the Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, the Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against the Declarant, the Association, or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Declarant, the Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section 18. The Association does hereby indemnify, defend and hold harmless the Declarant, and each of their shareholders, members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, ACC or their members, officers and directors. Declarant, the Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

19. **Enforcement**.

19.3 Right to Cure. Should any Owner do any of the following:

19.3.5 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SJRWMD;

19.3.6 Cause any damage to any improvement or Common Areas;

19.3.7 Impede the Declarant, any Builder or the Association from exercising its rights or performing its responsibilities hereunder;

19.3.8 Undertake unauthorized improvements or modifications to any Lot or the Common Areas; or

19.3.9 Impede Declarant from proceeding with or completing the development of the Community;

then Declarant and/or the Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

19.4 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option: (a) Commence an action to enforce the performance on the part of the Owner, or (b) to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

19.4.1 Commence an action to recover damages; and/or breach.

19.4.2 Take any and all action reasonably necessary to correct the violation or

19.5 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

19.6 Rights Cumulative. All rights, remedies, and privileges granted to Declarant, the Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

19.7 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Declarant and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The Association has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards. SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

19.8 Fines and Suspensions. The Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's Lessees, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2024), against an Owner, Lessee, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting SJRWMD.

19.8.1 A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

19.8.2 A fine or suspension may not be imposed by the Board without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed by the Board. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee. If the Board imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner or Lessee. The notice and hearing requirements under this Section 19.6.2 do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Board.

19.8.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be approved. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

19.8.4 The Board may impose a fine against the Owner in an amount not to exceed ONE HUNDRED AND NO/100 DOLLARS ($100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Board may fine an Owner, tenant, guest or invitee. Fines shall be paid not later than five (5) days after submittal of notice of the imposition of the fine to the Owner, tenant, guest or invitee. All monies received from fines shall be allocated as directed by the Board. Any fine of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) or more shall constitute a lien against the applicable Lot, and a fine shall further be foreclosed to the extent otherwise permitted under Florida law.

19.9 Attorneys' Fees and Costs. In any action to interpret or enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action, in addition to such other amounts as may be authorized by Florida law, and such sums shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

20. **Additional Rights of Declarant and Builders**.

20.3 Sales and Administrative Offices. Declarant and Builders shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of the Community and sales and re-sales of Lots, Homes and/or other properties owned by

Declarant or Builders or others outside of the Community. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of the Community, including Common Areas, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas to show Lots or Homes. The sales offices, models, signs and all items pertaining to development and sales remain the property of Declarant and/or Builders, as applicable. Declarant and Builders shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date.

20.4 Modification. The development and marketing of the Community will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of the Community to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same. Any modification of the development plans for the Community, including without limitation, amendments to the Master Plan, modification the boundary lines of the Common Areas, granting easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, shall require the Builders' prior written consent, which may be withheld for any reason.

20.5 Promotional Events. Prior to the Community Completion Date, Declarant, Builders and their assigns, shall have the right, at any time, to hold marketing, special and/or promotional events within the Community and/or on the Common Areas without any charge for use. Declarant, Builders, their agents, affiliates, or assignees shall have the right to market the Community in advertisements and other media by making reference to the Community, including, but not limited to, pictures or drawings of the Community, Common Areas, Parcels and Homes constructed in the Community. All logos, trademarks, and designs used in connection with the Community are the property of Declarant, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of Declarant.

20.6 Use by Prospective Purchasers. Prior to the Community Completion Date, Declarant and Builders shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Lots, Homes, or other properties owned by Declarant and Builders outside of the Community.

20.7 Management. Declarant may manage the Common Areas by contract with the Association. Declarant also may contract with a third party ("Manager") for management of the Association and the Common Areas.

20.8 Easements. Until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services and other purposes over, under, upon and across the Community so long as any said easements do not materially and adversely interfere with the construction of Homes or the intended use of Lots or Homes previously conveyed to Owners or Builders. By way of example, and not of limitation, Declarant may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Declarant, in perpetuity, for such purposes. Without limiting the foregoing, Declarant may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner, without the joinder or consent of such Owner, so long

as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Lot. As an illustration, Declarant may grant an easement for telecommunications systems, irrigation, drainage lines or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by Declarant: (i) join in the creation of such easements, etc. and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Declarant which may be granted or denied in its sole discretion. Notwithstanding the foregoing, the Declarant is required to obtain the prior written consent of any Builder whose Lot shall be affected by new or relocated easements before such easements affect such Builder's Lot.

20.9 Right to Enforce. Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so.

20.10 Additional Development. If Declarant withdraws portions of the Community from the operation of this Declaration, Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so, designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways that remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

20.11 Representations. Declarant makes no representations concerning development both within and outside the boundaries of the Community including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on the Community or adjacent to or near the Community, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of Homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

20.12 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT, ANY BUILDER, NOR THE ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE COMMUNITY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

20.12.5 IT IS THE EXPRESS INTENT OF GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE COMMUNITY HAVE

BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE COMMUNITY AND THE VALUE THEREOF;

20.12.6 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR BREVARD COUNTY OR PREVENTS TORTIOUS ACTIVITIES;

20.12.7 THE PROVISIONS OF THE GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS SHALL BE APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND

20.12.8 EACH OWNER (BY VIRTUE Of ITS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE COMMUNITY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, MANAGERS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

20.13 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF IN CONNECTION WITH OR IN ANY WAY RELATED TO THE GOVERNING DOCUMENTS, INCLUDING, ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

20.14 Venue. EACH OWNER ACKNOWLEDGES THAT REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, EACH HOME IS LOCATED IN BREVARD COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN BREVARD COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN BREVARD COUNTY, FLORIDA.

20.15 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS A RIGHT AND AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION AND TO OBTAIN ADVICE AND COUNSEL THEREON. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT AND BUILDERS ARE RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DECLARANT AND SUCH BUILDERS. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT THE COMMUNITY TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, BUILDERS, AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AND AGENTS AND THEIR AFFILIATES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, BUILDER, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

20.16 Duration of Rights. The rights of Declarant and Builders set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the Community Completion Date; or (ii) a relinquishment of such rights by the Declarant or any Builder recorded in the Public Records.

20.17 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of the Community, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 6, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Community without Declarant's prior review and prior written consent. Evidence of Declarant's prior written consent shall be obtained in the form of a joinder executed by the Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

20.18 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in the Community shall be subject to the prior written approval of Declarant. Declarant shall deliver notice of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If Declarant fails to do so within such thirty (30) day period, Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained. This Section 20.17 shall not apply to Builders.

20.19 Use of the Name of " RIVERWIND". No person or entity shall use the name " RIVERWIND," its logo, or any derivative of such name or logo in any printed or promotional material without the Declarant's prior written approval. Until the Turnover Date, the Declarant shall have the sole right to approve the use of RIVERWIND name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name " RIVERWIND" in printed or promotional matter where such term is used solely to specify that particular property is located within the Community. This Section 20.18 shall not apply to Builders.

20.20 Density Transfers. If the record title owner of a Parcel develops such Parcel so that the number of Lots contained therein is less than the allowable number of Lots allocated by governmental authorities, the excess allowable Lots not used by the record title owner of the Parcel (with respect to that Parcel) shall inure to the benefit of the Declarant.

21. **Refund of Taxes and Other Charges**. Unless otherwise provided herein, the Association agrees that any taxes, fees or other charges paid by Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Declarant in the event such refund is received by the Association.

22. **Assignment of Powers**. All or any part of the rights, exemptions and powers and reservations of Declarant herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records. Notwithstanding the forgoing, so long as a Builder owns a Lot, the Declarant's right to make any such assignment is subject to such Builder's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

23. **General Provisions**.

23.3 Authority of Board. Except when a vote of the membership of the Association is specifically required, all decisions, duties, and obligations of the Association hereunder may be made by a majority of the Board. The Association and Owners shall be bound thereby.

23.4 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

23.5 Execution of Documents. Declarant's plan of development for the Property including, without limitation, the creation of one or more special taxing districts may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners, Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of the Community, to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district relating to the Community or any portion(s) thereof.

23.6 Affirmative Obligation of the Association. In the event the Association believes that Declarant has failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law, or the Common Areas are defective in any respect, the Association shall give written notice to Declarant detailing the alleged failure or defect. Association agrees that once Association has given written notice to Declarant pursuant to this Section, the Association shall be obligated to permit Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant.

23.7 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing, or when transmitted by any form of Electronic Transmission.

23.8 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date this Declaration is recorded in the Public Records, except to the extent provided otherwise in the Governing Documents as to any particular provision of the Florida Statutes.

23.9 Litigation. Before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of $100,000, the Association must obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained.

23.10 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) DECLARANT AND BUILDERS AND THEIR CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, CONSULTANTS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY, WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES: (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DECLARANT AND BUILDERS AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SUCH PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR

USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

23.11 Title Documents. Each Owner by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records (collectively, the "Title Documents"). Declarant's plan of development for the Community may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS, MODIFICATIONS AND TERMINATION OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners, Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, at the time of the Community Completion Date, the Association shall assume all of the obligations of Declarant under the Title Documents unless otherwise provided by Declarant by amendment to this Declaration recorded by Declarant in the Public Records, from time to time, and in the sole and absolute discretion of Declarant.

23.12 Electronic or Video Communication. Wherever the Governing Documents require members' attendance at a meeting either "in person or by proxy," members may attend and participate at such meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication; provided, however, members may attend and participate in this manner only if a majority of the Board has approved use of telephone, real-time videoconferencing, or similar real-time electronic or video communication for participation and attendance at meetings.

23.13 Electronic Transmission as Substitute for Writing. Wherever the Governing Documents require action by the Association to be taken in writing, such action may be taken by Electronic Transmission, with the exception of the following: (i) giving notice of a meeting called in whole or in part for the purpose of recalling and removing a member of the Board; and (ii) when levying fines, suspending use rights, requesting dispute resolution, or collecting payments for assessments and providing notice of lien claims.

23.14 Enforcement of Governing Documents. Enforcement of the Governing Documents, including without limitation this Declaration, may be by a proceeding at law for damages or in equity to compel compliance with the terms hereof or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Association, Builders, or any Owner may, but shall not be required to, seek enforcement of the Governing Documents.

24. **Surface Water Management System**.

24.3 General. The Association shall be responsible for maintenance of SWMS in the Community. All SWMS within the Community, excluding those areas (if any) normally maintained by the County or another governmental agency, will be the ultimate responsibility of the Association, whose

agents, employees, contractors and subcontractors may enter any portion of the Common Areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management.

24.3.5 Except as permitted by the Permit, a copy of which is attached hereto as Exhibit 4 (SJRWMD Permit), no construction activities may be conducted relative to any portion of the SWMS without the prior consent of SJRWMD and the City. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there exists within the Community a wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SJRWMD and the City. Construction and maintenance activities which are consistent with the design and permit conditions approved by SJRWMD in the Permit may be conducted without specific written approval from SJRWMD and the City.

24.3.6 No Owner, Builder or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Association or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

24.3.7 No Lot, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant, a Builder or the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, wading, or swimming in such areas allowed.

24.3.8 The maintenance of all SWMS, excluding those areas (if any) maintained by the County or another governmental agency will be the ultimate responsibility of the Association. The Association may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost shall be part of the Operating Expenses. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

24.3.9 Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SJRWMD, the Association and the Declarant, its successors and assigns.

24.3.10 SJRWMD and the City have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the SWMS.

24.3.11 Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of SJRWMD and the City.

24.3.12 If the Association shall cease to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the SWMS in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility as explained in the Permit.

24.3.13 No owner of property within the subdivision may construct or maintain any building, residence or structure, or undertake or perform any activity in the SWMS and drainage easements described in the Permit and Plat of the subdivision, unless prior approval is received from the SJRWMD Regulation Department and from Declarant.

24.3.14 Each Owner within the Community at the time of the construction of a Home or structure shall comply with the construction plans for the SWMS approved and on file with SJRWMD.

24.3.15 Owners shall not remove native vegetation (including cattails) that becomes established within the wet retention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the wet detention ponds to SJRWMD's Surface Water Regulation Manager.

24.4 Proviso. Notwithstanding any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS, unless the amendment has been consented to in writing by SJRWMD and the City. Any proposed amendment that would affect the SWMS must be submitted to SJRWMD and the City for a determination of whether the amendment necessitates a modification of the Permit.

24.5 Provision for Budget Expense. In the event the Community has onsite wetland mitigation (as defined in the regulations) that requires monitoring and maintenance by the Association, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SJRWMD determines that the area(s) is successful in accordance with the Permit.

24.6 Wetland Conservation Areas. Parcels and/or Lots may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("Wetland Conservation Areas"). The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the County, SJRWMD, the City, or any governmental agencies having jurisdiction. Owners of Homes abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that becomes established within the Wetland Conservation Areas abutting their Home. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SJRWMD Surface Water Regulation Manager. NEITHER THE DECLARANT, BUILDERS NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WATER BODIES IN THE COMMUNITY; PROVIDED, FURTHER, NEITHER THE DECLARANT, BUILDERS NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, BUILDERS AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATER BODIES MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, BUILDERS OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

24.7 Use Restrictions for Wetland Conservation Areas. The Wetland Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit, and the Plats associated with the Community. Activities prohibited within the conservation areas include, but are not limited to, the following:

24.7.1 No structures or construction of any kind may be erected;

24.7.2 No filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development shall be permitted;

24.7.3 No activity may be done or performed which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats; (iii) existing bio-systems or ecosystems; or (iv) recovery of an impaired system;

24.7.4 No organic or inorganic matter or deleterious substances or chemical compounds may be discharged or placed in the Wetland Conservation Areas;

24.7.5 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

24.7.6 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

24.7.7 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

24.7.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance;

24.7.9 No Owner within the Community may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the Permit and recorded plat(s) of the Community, including the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s), unless prior approval is received from the SJRWMD and Declarant; and

24.7.10 Each Owner within the Community at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water Management System approved and on file with the SJRWMD and the City.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE ASSOCIATION IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE

REQUIRED BY THE PERMIT ISSUED BY SJRWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this ___ day of _____, 2024.

WITNESSES:

"Declarant"

CHRISTIAN DEVELOPMENT, LLC,
a Florida limited liability company

_____
Print Name:_____

By: _____
Print Name: _____
Title: _____

_____
Print Name:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 2024, by _____, as _____ of **CHRISTIAN DEVELOPMENT, LLC**, a Florida limited liability company, on behalf of said company, who is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC
Name:_____
My Commission expires:_____

DRAFT

JOINDER OF ASSOCIATION

RIVERWIND HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association") does hereby join in this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERWIND (this "Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ___ day of _____, 2024.

WITNESSES:

"The Association"

RIVERWIND HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

_____
Print Name:_____

By: _____
Print Name: _____
Title: _____

_____
Print Name:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 2024, by _____, as _____ of Riverwind Homeowners Association, Inc., a Florida not for profit corporation, on behalf of said corporation, who is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC
Name:_____
My Commission expires:_____

DRAFT

MORTGAGEE'S CONSENT, SUBORDINATION AND JOINDER

NOT APPLICABLE

DRAFT

EXHIBIT 1
LEGAL DESCRIPTION

PART OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, GARDEN STREET ASSOCIATES SUBDIVISION REPLAT, AS RECORDED IN PLAT BOOK 44, PAGE 8, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; RUN NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 240.71 FEET ON A CURVE CONCAVE TO THE SOUTHWEST, HOLDING A CHORD BEARING & DISTANCE OF N47°43'28"W & 240.45 FEET, A RADIUS OF 1506.23 FEET, AND A CENTRAL ANGLE OF 9°09'23" TO A POINT ON THE EASTERLY LINE OF CHRISTIAN COURT; THENCE DEPARTING SAID NORTHERLY LINE OF LOT 1, RUN N37°35'43"E ALONG SAID EASTERLY LINE OF CHRISTIAN COURT, A DISTANCE OF 24.45 FEET; THENCE RUN NORTHEASTERLY ALONG SAID EASTERLY LINE OF CHRISTIAN COURT, A DISTANCE OF 19.68 FEET ON A CURVE CONCAVE TO THE SOUTHEAST, HOLDING A CHORD BEARING & DISTANCE OF N60°08'41"E & 19.17 FEET, A RADIUS OF 25.00 FEET, AND A CENTRAL ANGLE OF 45°05'57" TO A POINT ON THE CHRISTIAN COURT CUL-DE-SAC LOOP; THENCE DEPARTING SAID EASTERLY LINE OF CHRISTIAN COURT, RUN NORTHWESTERLY ALONG SAID CHRISTIAN COURT CUL-DE-SAC LOOP A DISTANCE OF 282.95 FEET ON A CURVE CONCAVE TO THE SOUTHWEST, HOLDING A CHORD BEARING & DISTANCE OF N52°24'17"W & 84.71 FEET, A RADIUS OF 60.00 FEET, AND A CENTRAL ANGLE OF 270°11'52" TO A POINT ON THE WESTERLY LINE OF SAID CHRISTIAN COURT; THENCE DEPARTING SAID CUL-DE-SAC LOOP, RUN SOUTHWESTERLY ALONG SAID WESTERLY LINE OF CHRISTIAN COURT A DISTANCE OF 19.68 FEET ON A CURVE CONCAVE TO THE NORTHWEST, HOLDING A CHORD BEARING & DISTANCE OF S15°02'45"W & 19.17 FEET, A RADIUS OF 25.00 FEET, AND A CENTRAL ANGLE OF 45°05'57"; THENCE RUN S37°35'43"W ALONG SAID WESTERLY LINE OF CHRISTIAN COURT, A DISTANCE OF 59.79 FEET TO A POINT ON THE NORTHERLY LINE OF THE REMINDER OF TRACT A, McDONALDS SUBDIVISION, AS RECORDED IN PLAT BOOK 39, PAGES 100 & 101, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LINE OF CHRISTIAN COURT, RUN N52°24'17"W ALONG THE NORTHERLY LINE OF SAID REMINDER OF TRACT A OF McDONALDS SUBDIVISION, A DISTANCE OF 155.55 FEET; THENCE RUN N17°34'10"E, A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF TRACT A, GARDEN ASSOCIATES SUBDIVISION REPLAT, AS RECORDED IN PLAT BOOK 44, PAGE 8, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID REMINDER OF TRACT A OF McDONALDS SUBDIVISION, RUN N08°43'29"E ALONG SAID TRACT A OF GARDEN ASSOCIATES, A DISTANCE OF 314.31 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 99, GARDENDALE UNIT FOUR, AS RECORDED IN PLAT BOOK 15, PAGE 150, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE DEPARTING SAID TRACT A OF GARDEN ASSOCIATES, RUN N89°24'08"E

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ALONG THE SOUTHERLY LINE OF SAID LOT 99 THROUGH LOT 95 OF SAID GARDENDALE UNIT FOUR, A DISTANCE OF 380.00 FEET TO THE SOUTHEAST CORNER OF LOT 95, ALSO BEING THE SOUTHWEST CORNER OF LOT 94; THENCE RUN S87°19'56"E ALONG THE SOUTHERLY LINE OF SAID LOT 94, A DISTANCE OF 73.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 94, ALSO BEING THE SOUTHWEST CORNER OF LOT 93; THENCE RUN S71°04'56"E ALONG THE SOUTHERLY LINE OF SAID LOT 93 AND LOT 92, A DISTANCE OF 120.00 FEET TO THE SOUTHEAST CORNER OF LOT SAID 92, ALSO BEING THE SOUTHWEST CORNER OF LOT 91; THENCE RUN S38°11'56"E ALONG THE SOUTHERLY LINE OF SAID LOT 91, A DISTANCE OF 50.51 FEET TO THE SOUTHEAST CORNER OF SAID LOT 91, ALSO BEING THE NORTHWEST CORNER OF LOT 90; THENCE RUN S00°35'52"E ALONG SAID WESTERLY LINE OF LOT 90, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 90, ALSO BEING THE NORTHEAST CORNER OF LOT 23, GARDENDALE UNIT THREE, AS RECORDED IN PLAT BOOK 14, PAGE 141, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LINE OF LOT 90, CONTINUE S00°35'52"E ALONG THE WESTERLY LINE OF SAID LOT 23 THROUGH LOT 18 OF GARDENDALE UNIT THREE, A DISTANCE OF 466.82 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 18, ALSO BEING THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 3970, PAGES 1223 & 1224, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LINE OF LOT 18 OF GRADENDALE UNIT THREE, RUN S88°43'15"W ALONG THE NORTHERLY LINE OF SAID PARCEL DESCRIBED IN ORB 3970, PGS 1223 & 1224, A DISTANCE OF 279.35 FEET TO THE POINT OF BEGINNING.

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EXHIBIT 2
ARTICLES OF INCORPORATION
ARTICLES OF INCORPORATION FOR

Riverwind Homeowner's Association, Inc.
(a corporation not-for-profit)

The undersigned, acting as Incorporator(s) of a corporation pursuant to Chapter 617, Florida Statutes, adopt(s) the following Articles of Incorporation:

ARTICLE I - NAME

The name of the corporation shall be Riverwind Homeowner's Association, Inc., a Florida corporation not-for-profit (the **"Association"**).

ARTICLE II – DEFINITIONS

Each term used herein, except as otherwise defined herein, is defined in the Declaration of Covenants, Conditions, and Restrictions of Riverwind (the **"Declaration"**) recorded, or to be recorded, among the Public Records of Brevard County, Florida by Christian Development, LLC, a Florida limited liability company, and shall have the same meaning or definition ascribed thereto in the Declaration.

ARTICLE III - PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

The principal place of business and mailing address of the Association shall initially be, _____, FL _____ until such time as changed with the Florida Division of Corporations.

ARTICLE IV - PURPOSE(S)

The corporation is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida, and the Florida Homeowners Association Act, Chapter 720 of the laws of the State of Florida ("**the HOA Act**"). The specific purposes for which the corporation is organized are:

Section 1. To promote the health, safety and welfare of the Owners of Property within the residential community of Riverwind as described in the Declaration.

Section 2. To own and maintain, repair and replace the Common Areas and other items, including landscaping and other improvements in and/or benefiting the Property, for which the obligation to maintain and repair has been delegated and accepted.

Section 3. To institute, maintain, defend, settle, or appeal actions or hearings in its name on behalf of members concerning matters of common interest and as may otherwise be authorized by the HOA Act.

Section 4. To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems or other structures constructed, placed or permitted to remain in the Property, as well as the alteration, improvement, addition or change thereto.

Section 5. To operate without profit for the benefit of its Members.

Section 6 . To perform those functions granted to or reserved by the Association in the Declaration.

ARTICLE V - GENERAL POWERS

General: The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of the Declaration, Bylaws or these Articles.

Enumeration. The Association shall have all the powers set forth in the HOA Act except as limited by the Declaration, these Articles, and the Bylaws (all as amended from time to time), and all of the powers reasonably necessary to operate the Association including but not limited to the following:

Section 1. To hold funds solely and exclusively for the benefit of the Members for the purposes set forth in these Articles of Incorporation.

Section 2. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

Section 3. To delegate power or powers where such is deemed in the interest of the Association.

Section 4. To levy Assessments and other charges on Lots, collect such Assessments and other charges and fines from Lot Owner Members and tenants, as applicable, and to use the proceeds thereof in the exercise of its powers and duties.

Section 5. To pay taxes and other charges, if any, on or against the Association Property, excepting Lots not owned by the Association, and the Common Area.

Section 6. To purchase insurance upon the Common Areas and insurance for the protection of the Association, its Officers, Directors and Committee Members.

Section 7. To engage in activities which will actively foster, promote and advance the common interests of all Owners of any portion of the Property, including contracting for services to be provided to the Association.

Section 8. To own, convey, buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and

with real, personal and mixed property of all kinds and any right or interest therein of the Association for purposes of advancing the common interests of all Owners of any portion of the Property, except as otherwise expressly limited or prohibited in these Articles, the Declaration, the Bylaws or the HOA Act.

Section 9. To borrow money for any purpose subject to all limitations in the Declaration or Bylaws.

Section 10. To sue and be sued, and to enforce by legal means the provisions of the HOA Act, other applicable laws, the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

Section 11. To adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

Section 12. To operate and maintain Surface Water Management System, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplains compensation areas, wetlands and any associated buffers and wetland mitigation areas, preserve areas and conservation easements, as applicable and required by the Permit, and to contract for services to provide for such operation and maintenance, with the power to accept future phases into the Association that will utilize the Surface Water Management System.

Section 13. To contract for services for the operation, maintenance, and management of the Association and the Property in accordance with the provisions of the Declaration.

Section 14. To contract for the management of the Association and to delegate to the party or parties with whom such contract has been entered into the powers and duties of the Association, excepting those which require specific approval of the Board of Directors or the membership of the Association.

Section 15. To mortgage or convey Common Area with the affirmative vote of at least two-thirds of the Class A Membership.

ARTICLE VI - MANNER OF ELECTION OF DIRECTORS

Directors shall be elected or appointed in accordance with the provisions of the Bylaws of the Association.

ARTICLE VII - MEMBERS

Section 1. Every Owner of a Lot shall be a Member of the Association and subject to the terms and conditions of the Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant during the period of time the Declarant maintains its Class B membership and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each vote Class A Members are entitled to cast at any time, thus giving the Class B Member a three-fourths (3/4ths) majority of votes in the Association. The Class B Membership shall cease upon the first to occur of the following:

(a) Three months after ninety (90%) percent of the Lots ultimately planned for the Community have been conveyed to Class A Members (other than Builders); provided however this event shall not be deemed to have occurred based on Lots conveyed to a person or entity who becomes a successor Declarant by assignment; or

(b) Termination of the Class B Membership by resignation of all Declarant-appointed directors and delivery to the Secretary of the Association of a certificate in recordable form, signed by Declarant and stating that Declarant elects to terminate the Class B Membership. Upon termination of the Class B Membership, Declarant shall retain any voting rights it may have as a Class A Member; or

(c) As otherwise required by Florida law.

Notwithstanding the foregoing, Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the directors of the Board of Directors.

ARTICLE VIII - DIRECTORS

The Board of Directors of the Association shall be comprised of the number of directors determined in accordance with the Bylaws, but in no event less than three (3) directors. The initial members of the Board of Directors and their street addresses are:

_____	_____
_____	_____
_____	_____

For those directors appointed to the Board of Directors by Declarant or its designated successor or assigns, such directors need not be Members of the Association and need not be residents of the State of Florida. All directors appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor director may be appointed at any time by the Declarant.

All of the duties and powers of the Association existing under the HOA Act, the Declaration, these Articles, the Bylaws and the Rules and Regulations (all as amended from time to time) shall be exercised exclusively by the Board of Directors, subject only to approval by Members when such approval is specifically required.

At the first annual election to the Board of Directors where directors are elected by the Members, the term of office of the elected director receiving the highest plurality of votes shall be established at two (2) years, with the other elected directors to serve for a term of one (1) year. Elections shall be by plurality votes. All directors shall hold office until the election of new directors at the next annual meeting or resignation of said director. Each year thereafter, as many directors shall be elected and appointed, as the case may be, as there are regular terms of office of directors expiring at such time, and the term of the director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them.

ARTICLE IX - OFFICERS

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time, by resolution, create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the Officers who are to manage the affairs of the Association until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President: _____

Vice President _____

Secretary/Treasurer: _____

ARTICLE X - REGISTERED AGENT, MAILING ADDRESS AND STREET ADDRESS

The street and mailing address of the Corporation's registered office is _____ and the Registered Agent is _____.

ARTICLE XI - CORPORATE EXISTENCE

The Association shall have perpetual existence. If the Association is dissolved, the control or right of access to the property containing the Surface Water Management System Facilities and other dedicated property and related infrastructure shall be shall be transferred to, accepted and maintained by an entity in accordance with Rule 62-330.310, Florida Administrative Code, and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, as such may be amended from time to time, and be approved by the WMD prior to such termination, dissolution, or liquidation.

ARTICLE XII - BYLAWS

The Bylaws for the Association will be recorded in the Public Records of the County as originally enacted by Declarant, and as thereafter amended from time to time in accordance with the provisions for amendment set forth therein, consistent with these Articles and with the HOA Act.

ARTICLE XIII - AMENDMENTS TO ARTICLES OF INCORPORATION

Amendment of these Articles requires the approval of at least two-thirds (2/3) of the membership votes. Notwithstanding the foregoing; (a) for so long as the Declarant has the right to appoint the entire Board of Directors of the Association, the Declarant or its successor or assign shall be permitted to unilaterally amend these Articles; and (b) for so long as Declarant owns any portion of the Property, no amendment of these Articles shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant joins in the execution of the amendment.

Such amendments shall be subject to the prior approval required by any appropriate governmental agency. Notwithstanding anything to the contrary herein contained, amendments for correction of scrivener's errors may be made by the Board of Directors of the Association alone without the need of consent of any other person. Notwithstanding the foregoing, matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Additionally, the provisions which are governed by the By-laws of this Association may not be amended except as provided in the Bylaws.

Any amendment to these Articles that would alter the Surface Water Management System, conservation areas or any water management areas of the Common Areas must have the prior approval of the WMD. Any such proposed amendments must be submitted to the WMD for a determination of whether the amendment necessitates a modification to the WMD Permit. If the proposed amendment necessitates a modification to the WMD Permit, the modification to the WMD Permit must be approved by the WMD prior to the amendment to these Articles.

ARTICLE XIV - INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1**. Indemnity.** The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he/she is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorney's fees and appellate attorney's

fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or in a manner he/she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

Section 2**.** **Defense.** To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1 above, or in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him/her in connection therewith.

Section 3**.** **Advances.** Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he/she is not entitled to be indemnified by the Association as authorized by this Article XIV.

Section 4. **Miscellaneous.** The indemnification provided by this Article XIV shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

Section 5. **Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

ARTICLE XV - TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

Section 1. With the exception of Directors and Officers appointed by the Class B Members, any financial or familial interest of an Officer or Director in any contract or transaction

between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Directors or Officers are directors or officers, or have a financial interest, shall be disclosed, and further shall not be voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Section 2. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction but must abstain from voting on the issue.

ARTICLE XVI - DISSOLUTION

The Association may be dissolved if three-fourths (3/4) of the total voting interests of the Association vote in favor of dissolution. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. Should the Association cease to exist, property containing the Surface Water and Stormwater Management System and any other water management portions of Common Area shall be transferred to, accepted and maintained by an entity in accordance with Rule 62-330.310, Florida Administrative Code, and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved by the WMD prior to such termination, dissolution, or liquidation.

ARTICLE XVII – INCORPORATOR

The name and address of the Incorporator is:

Name: _____
Address: _____
_____

[Signatures on the Following Pages]

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IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this _____ day of _____, 2026.

Christian Development, LLC, a Florida limited liability company / corporation

By: _____
Printed Name:_____
Its: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me **by means of ☐ physical presence or ☐ online notarization**, this _____ day of _____, 2026, by _____ on behalf of the company/corporation:

____ Personally known to me, OR
____ Produced a driver's license as identification.

_____
Signature of Notary Public

_____
Notary Public Name (Typed or Printed)
Commission No.: _____
My commission expires: _____

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REGISTERED AGENT

I hereby accept the appointment this _____ day of _____, 2026, as registered agent for Riverwind Homeowner's Association, Inc. and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

By: _____
Printed Name

OR

The undersigned hereby accepts appointment as Registered Agent of Riverwind Homeowner's Association, Inc., a Florida corporation not-for-profit this _____ day of _____, 2026.

_____, LLC / Corporation

By: _____
Printed Name: _____
Its: _____

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EXHIBIT 3
BYLAWS

BYLAWS OF
RIVERWIND HOMEOWNERS' ASSOCIATION, INC.
(a corporation not-for-profit)
under the laws of the State of Florida

1. Identity. These are the Bylaws of **Riverwind Homeowners' Association, Inc.** (the **"Association"**), a corporation not for profit incorporated under the laws of the State of Florida and organized for the purpose of administering the community known as Riverwind (the **"Property"**).

   1.1 Principal Office. The principal office of the Association shall be at _____, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

   1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

   1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

2. Definitions. For convenience, these Bylaws shall be referred to as the (**"Bylaws")** and the Articles of Incorporation of the Association as the (**"Articles"**). The other terms used in these Bylaws shall have the same definition and meaning as those set forth in that certain Declaration of Covenants, Conditions and Restrictions of Riverwind (the **"Declaration"**), unless herein provided to the contrary, or unless the context otherwise requires.

3. Members. The Members of the Association shall be as specified in the Articles and Declaration.

   3.1 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during October, November or December and no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.

   3.2 Special Meeting. Special Members' meetings shall be held at such places as provided herein for annual meetings and may be called by the President or by a majority of the Board. A special meeting must be called by the President or Secretary upon20 receipt of a written request from a majority of the Members of

the Association. The business conducted at a special meeting shall be limited to the purposes stated in the notice of the meeting. Special and Annual Meetings may, at the election of the Board, be held by telephonic or video-conferencing means that will allow Members the ability to participate and communicate adequately with each other during the meeting. Such telephonic or video-conferencing participation may be counted as physical presence for quorum and other purposes with reasonable pre-meeting measures taken to confirm the eligibility of the participant as a Member in good standing and/or the holder of a Member's proxy.

3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called, with agenda items, shall be given by the President or Secretary or their designee. A copy of the notice shall be posted at a conspicuous place within the Property. The notice of the annual meeting shall be hand delivered or sent by mail to each Owner, unless the Owner waives in writing the right to receive notice of the annual meeting by signing a waiver of notice, either before or after the meeting, or unless the Owner has consented to receive electronic notices in accordance with the HOA Act. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 10 hereof, unless otherwise required by the HOA Act. The posting and mailing of the notice shall be not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

Notice of Member annual or special meetings may be waived before or after the meeting. The attendance of any Member (or person authorized by proxy or valid power of attorney to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.4 Quorum. Notwithstanding anything contained herein to the contrary, for so long as Declarant is the Class B Member, a quorum shall be established by Declarant's presence, in person or by proxy, at any meeting. After Declarant's Class B membership has expired, a quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast thirty percent (30%) of the votes of Members, unless a higher number is specifically provided elsewhere in the Declaration, the Articles or these Bylaws. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or these Bylaws, the vote(s) of such Member shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

There is no quorum requirement for an election; however, at least 20 percent of all eligible voters must cast a ballot in order to have a valid election.

3.5 Voting.

(a) Classes of Voting Membership. The Association shall have two (2) classes of Members, each with voting rights as follows:

Class A. Class A Members shall be those Owners defined in Article III with the exception of the Declarant until the expiration of the Class B Membership when Class B Memberships convert to Class A Memberships. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, its successors and assigns. The Class B member shall be entitled to three (3) votes for each Class A Member vote such that, as long as the Class B membership is in place, the Declarant shall have three times the votes of all Class A Members. Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(i) Three (3) months after ninety (90%) percent of the Lots ultimately planned for the Community have been conveyed to Class A Members (other than Builders); provided however this event shall not be deemed to have occurred based on Lots conveyed to a person or entity who becomes a successor Declarant by assignment; or

(ii) Termination of the Class B Membership by resignation of all Declarant-appointed directors and delivery to the Secretary of the Association of a certificate in recordable form, signed by Declarant and stating that Declarant elects to terminate the Class B Membership. Upon termination of the Class B Membership, Declarant shall retain any voting rights it may have as a Class A Member; or

(iii) As otherwise required by applicable law.

Notwithstanding the foregoing, Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. After Declarant relinquishes control of the Association,

Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Members" shall mean a majority of the votes of Members present and not a majority of the Members themselves and shall further mean, irrespective of the number of Members physically present, more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

(c) Voting Owner. If a Lot is owned by one person, his or her right to vote shall be established by the most recent recorded deed for the Lot. It is the responsibility of the record owner to provide written notice of such ownership and changes in ownership for the Association's roster of Members. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot according to the roster of Owners and filed with the Secretary of the Association. Such person shall be one of the joint owners. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote for a Lot may be revoked by any record owner of an undivided interest in the Lot. If a certificate designating the person entitled to cast the vote for a Lot is not on file or has been revoked, the vote of the Member(s) of such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband and wife. If a Lot is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that

subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the vote.

(d) Corporation. If a Lot is owned by a corporation or other entity, the Chairman of the Board, Executive Director, President, Vice President, Secretary, Treasurer, or Member of the entity holding such Membership in the Association, and any like officer of a foreign corporation, whether for profit or not for profit, holding a Membership in the Association, shall be deemed by the Association to have the authority to vote on behalf of the Corporation or other entity and to execute proxies and written waivers and consents in relation thereto, unless before a vote is taken on a waiver of consent is acted upon it is made to appear by certified copy of the Bylaws or Resolution of the Board of Directors or executive committee of the Corporation that such authority does not exist or is vested in some other officer or person. In absence of such certification, the person executing any such proxies, waivers or consents or presenting himself at a meeting as one of such officers of a Corporation shall be for the purposes of this Section conclusively deemed to be duly elected, qualified and acting as such officer and be fully authorized. In the case of conflicting representation, the corporate Member shall be deemed to be represented by its senior officer, in the order first stated in this subsection.

(e) Any document requiring the signature of a Member, except election ballots, may be accomplished utilizing DocuSign or any other mutually acceptable similar online, electronic or digital signature technology and such shall be deemed original signatures.

3.6 Proxies. A proxy may be made by any person entitled to vote but shall only be valid for the specific meeting for which originally given and any lawfully adjourned and reconvened meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be dated, must state the date, time, and place of the meeting for which it was given, and signed by the person authorized to cast the vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time during the meeting when the vote is called. Holders of proxies shall be limited to individual Owners or the authorized owner, officer, director or manager of an Owner entity. If the proxy

form expressly so provides, any proxy holder may appoint, in writing, a substitute, who is a Member, to act in his or her place.

An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy, delivered, mailed or transmitted electronically is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

3.7 Adjourned Meetings. An Annual or Special meeting may be adjourned to a different date, time, or place by majority approval of Members who are present, either in person or by proxy, at the date and time set for the original meeting. A new date, and time must be announced at the meeting before an adjournment is taken, or alternatively notice must be given of the new date, time, and place pursuant to the notice provision of the Bylaws. If a new record date and time for the adjourned meeting was fixed at the time of adjournment, notice of the adjourned record meeting date must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting if such occurs within ninety (90) days of the original meeting date or unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained and unless adjourned pursuant to Section 3.7 above, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:

(a) Call to order by President;

(b) Appointment by the President of a chairman of the meeting (who need not be a Director);

(c) Proof of notice of the meeting or waiver of notice;

(d) Reading and approval of minutes;

(e) Reports of officers;

(f) Reports of committees;

(g) Appointment of Member committee to count ballots or proxies, or inspectors of election;

(h) Election of Directors;

(i) Unfinished business;

(j) New business;

(k) Adjournment.

Such order may be waived or modified by direction of the chairman.

3.9 Minutes of Meeting. Minutes of all meetings of the Members of an Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. Any recordings of meetings shall be destroyed/discarded once minutes have been prepared and approved at a subsequent meeting. The minutes of all meetings of Members shall be kept in accordance with the HOA Act and available for inspection by Members or their authorized representatives or board members at any reasonable time.

3.10 Delinquent Members. If any Assessment or portion thereof imposed against a Member remains unpaid for ninety (90) days following its due date, such Member's voting rights in the Association may be suspended in accordance with the HOA Act until all past due Assessments and other sums then due are paid, whereupon the voting rights shall be automatically reinstated. Such suspension shall be made, if at all, prior to the meeting where votes are counted, or the date written consents are due and tallied. Delinquent Members shall not be eligible to run for or serve on the Board of Directors.

3.11 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action herein required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted.

Written consent shall not be effective to take the Association action referred to in the consent unless the consent is signed by the Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and is delivered in the manner required by this Section.

Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association or received by the Secretary or other officer or agent of the Association.

A consent signed under this Section has the effect of a meeting vote and may be described as such in any document. Whenever action is taken pursuant to this Section, the written consent of the Members consenting to such action or the

written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of the Members. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

3.12 Recording. Any Member may make audio or video recordings of meetings of the Membership. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings. Notwithstanding the right to record, neither live streaming nor the posting of any meeting or portion thereof on the Internet, in any form or format, is permitted absent the prior written authorization of the Board of Directors, which authorization may be withheld in the sole discretion of the Board, for any reason and without cause.

3.13 Virtual Attendance. If authorized by the Board, and subject to further reasonable guidelines and procedures as may be adopted from time to time by the Board, Members who elect the option to do so, may attend Membership, Board or Committee meetings through a virtual meeting Internet platform. If such virtual attendance is authorized by the Board for one or more such meetings, Members may participate in the meeting and be deemed to be present in person and vote at the meeting, if:

a) The Association implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a Member of the Association; and

b) The Association implements reasonable measures to provide such Members with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings. Such virtual attendance may be counted for quorum purposes at annual meetings but shall not alter or replace procedural requirements when applicable to all Members for the submission of ballots for elections or limited proxies for votes conducted via limited proxy vote. In the event virtual attendance is offered, physical attendance shall still be permitted for Members at their election.

4. Directors

4.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the **"Board"**) of not less than three (3) Directors; and in no event more than five (5) Directors, the exact number initially to be as set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time upon 2/3 vote and resolution of the Board of Directors at least seventy-five (75) days prior to an election. Any increase in the number of Directors to more than five (5) shall require an amendment to these Bylaws.

4.2 Election of Directors. The election of Directors shall be conducted in accordance with Chapter 720.306, Florida Statutes, and the following manner:

(a) Election of Directors shall be held at the annual Members' meeting, except as provided herein or as authorized by the HOA Act.

(b) The first notice of meeting and request for director nominations shall be mailed not less than 60 days prior to the annual meeting. Nominations for Directors shall be submitted in writing or email by the candidate or another Member, not less than 40 days in advance of the annual meeting and all eligible candidates shall be listed in alphabetical order on a ballot to be mailed to Owners. All candidates shall be notified of receipt of their nomination, with the opportunity to withdraw their candidacy prior to the printing and mailing of ballots. No nominations shall be taken from the floor at the meeting.

(c) The election shall be by secret written ballot and decided by a plurality of the votes cast for each candidate.

(d) All Members of the Association shall be eligible to serve on the Board of Directors unless otherwise disqualified pursuant to the HOA Act and may nominate himself or herself in advance as a candidate for the Board. Nominations from the floor at the members meeting are not permitted.

(e) Upon submission of nominations, eligible candidates may submit a one-page information sheet to be included with the mailing of the ballots. Ballots with return envelopes shall be mailed to Owners not less than 14 days prior to the election. The outer envelope shall be addressed to the Association and in the return address location, shall provide spaces for the name of the voter, the address or Lot number being voted, and a signature space for the voter.

(f) An election is not required if the number of vacancies equals or exceeds the number of candidates.

4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between annual meetings of Members shall be filled by majority action of the remaining Director(s), provided that all vacancies in directorships to which Directors were appointed by the Declarant pursuant to the provisions of Section 4.17 hereof shall be filled by the Declarant without the necessity of any meeting.

(b) Any Director elected by the Members may be removed from office with or without cause by the vote or agreement by a majority of all votes of the Membership. The vacancy in the Board so created shall be filled by the Members at the same meeting or at a meeting of the Membership shortly

thereafter. The conveyance of all Lots owned by a Director in the Community who owned one or more Lots at the time he or she was elected or appointed (other than appointees of the Declarant) shall constitute the resignation of such Director.

(c) Until a majority of the Directors are elected by the Members other than the Declarant, no Directors named by the Declarant shall be subject to removal by Members other than the Declarant. Directors appointed by the Declarant and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.

(d) If a vacancy on the Board of Directors results in there being no incumbent Directors, any Member may apply to the Circuit Court within whose jurisdiction the Property lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Member shall mail to the Association and post in a conspicuous place in the Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the fees of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the annual meeting of the Members two (2) years from the date of such Director's election and subsequently until his/her successor is duly elected and qualified, or until he/she is removed in the manner elsewhere provided.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board shall be held immediately following or within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary.

(a) All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation, where the contents of the discussion would otherwise be governed by attorney-client privilege and meetings of the board held for the purpose of discussing personnel matters. Board Members may participate by telephone conference or video conferencing in any Board

meeting, and for meetings open to the Members, shall either, and in the directors' discretion, provide the telephone and/or video conference participant numbers or link, or have a speaker phone and/or computer/video equipment available at a location within 30 miles of the Community for Member attendance. Notices of all Board meetings must be posted in a conspicuous place in the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Property, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of an Architectural Review Committee, if appointed, or to a committee vested by the Board with authority for the expenditure of Association funds.

4.6 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board shall be open to all Members and notice of such meetings shall be posted conspicuously in the Community at least forty-eight (48) continuous hours in advance for the attention of the Members of the Association, except in the event of an emergency. Board members may attend meetings by telephone or other means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by such means is deemed to be present for the meeting for purposes of voting, quorum and otherwise.

4.7 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the President or Secretary at the written request of two-thirds (2/3) of the Directors or by 20% of the total voting Membership. Notice of the meeting shall be given to Directors by hand-delivery, by telephone or by Email which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Notice of a special meeting of the Board shall be posted conspicuously in the Property at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his or her attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.

4.10 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

(a) Proof of due notice of meeting;

(b) Reading and disposal of any unapproved minutes;

(c) Reports of officers and committees;

(d) Unfinished business;

(e) New business;

(f) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

4.13 Minutes of Meetings. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at the Board meeting must be recorded in the minutes. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members or their authorized representative or board member at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years, or such other period as required by the HOA Act, as amended from time to time. Minutes for each meeting must be reduced to written form within sixty (60) days after the meeting date, and once approved, the recording destroyed or deleted.

4.14 Recording. Any Member may make audio or video recordings of Board meetings. The Board of Directors of the Association may adopt reasonable rules governing the recording of meetings. Notwithstanding the right to record, neither

live-streaming nor the posting of any meeting or portion thereof on the Internet, in any form or format, is permitted absent the prior written authorization of the Board of Directors, which authorization may be withheld in the sole discretion of the Board, for any reason and without cause.

4.15 Committees. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution or in the Articles of Incorporation or the Bylaws, shall have and may exercise all of the authority of the Board of Directors, except that no such committee shall have the authority to:

(a) Approve or recommend to members actions or proposals required by the Governing Documents or the HOA Act to be approved by members;

(b) Fill vacancies on the Board of Directors or any committee thereof; or

(c) Adopt, amend, or repeal the Bylaws.

Each committee must have two or more members who serve at the pleasure of the Board of Directors. The Board, by resolution adopted, may designate one or more director(s) as alternative members of any such committee who may act in the place instead of any absent member at any meeting of such committee.

4.16 Architectural Review Committee. As provided in the Declaration, the Board of Directors may create an Architectural Review Committee (**"ARC"**), composed of not less than three (3) nor more than five (5) persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself as the ARC. To the extent not inconsistent with the Declaration, the provisions of Section 4.16 shall apply to the ARC.

4.17 Declarant Control of Board; Turnover. So long as there shall be a Class B Membership as set forth in the Declaration, vesting voting control of the Association in the Declarant, the Declarant shall have the right to appoint and replace all Directors and Officers.

Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five (5%) percent of the Lots in the Community. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

The Declarant shall turn over control of the Association to Members other than the Declarant upon termination of the Class B Membership by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of

Members other than the Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Members, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Declarant refuse or fail to assume control. Control of the Association shall be deemed "turned over" upon (i) termination of the Class B Membership and (ii) resignation of all Declarant appointed Directors. Upon such turnover the Declarant shall retain all voting rights incident to its ownership of Lots.

Within a reasonable time after control of the Association is turned over to Members other than the Declarant, (but not more than ninety (90) days after such event) the Declarant shall deliver to the Association all items specified in the HOA Act for transition of homeowners' association control.

4.18 Official Records. The Association shall maintain official records as applicable and as required pursuant to the HOA Act, as amended from time to time.

4.19 Inspection and Copying of Records. The Official Records shall be maintained within the State, in accordance with the HOA Act, and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This subsection may be complied with by having a copy of the Official Records available for inspection or copying in the Property.

(a) The failure of the Association to provide access to the records within ten (10) business days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this subsection.

(b) A Member who is denied access to the Official Records is entitled to the actual damages or minimum damages in the event of the Association's willful failure to comply with this subsection. The minimum damages for a willful failure to comply are to be $50.00 per calendar day up to ten (10) days, the calculation to begin on the eleventh (11th) business day after receipt of the written request.

(c) The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the Official Records, including, without limitation, the costs of copying so long as such costs are in accordance with the provisions of the HOA Act. The Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to Members, and prospective members and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

5. Powers and Duties. The Board shall have the powers and duties necessary for the management and administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board by the Members. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein), the following:

(a) Operating and maintaining the Common Areas and other property owned by the Association.

(b) Determining the expenses required for the operation of the Association.

(c) Collecting the Assessments for Operating Expenses of the Association from all Owners.

(d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Areas and other property owned by the Association.

(e) Adopting, amending and enforcing rules and regulations concerning the details of the operation and use of the Property and any Association Property, subject to Section 12 hereof.

(f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association, or its designee.

(h) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee.

(i) Selling, leasing, mortgaging or otherwise dealing with Lots acquired by the Association.

(j) Settling or compromising claims of or against the Association in which all Members have a common interest.

(k) Obtaining and reviewing insurance for the Common Areas and other property owned by the Association.

(l) Making repairs, additions and improvements to, or alterations of, the Common Areas in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(m) Enforcing obligations of the Members, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Property.

(n) Levying fines against appropriate Members for violations of the Declaration or rules and regulations established by the Association to govern the conduct of such Members and their guests and Tenants.

(o) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Areas or the acquisition of property, and granting mortgages on and/or security interests in Association owned Property; provided, however, that the consent of the holders of at least two-thirds (2/3) of the votes of the Membership represented at a meeting of Members at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required. If any sum borrowed by the Board on behalf of the Association pursuant to the authority contained in this subsection (o) is not repaid by the Association, any Member who pays to the creditor such portion thereof as his interest in the property owned by the Association bears, to the interest of all the Members in the property owned by the Association, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Member's Lot. The Association shall take no action authorized in this subsection without the prior written consent of the Declarant as long as the Declarant owns any Lots.

(p) Contracting for the management and maintenance of the Common Areas or other property owned by the Association and authorizing a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas or other Association property with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(q) At its discretion, authorizing Members or other persons to use portions of the Common Areas or other property owned by the Association for private parties and gatherings and imposing reasonable charges for such private use.

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(r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these Bylaws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.

(s) Imposing a lawful fee in connection with the approval of the transfer, lease, or sale of Lots, not to exceed the maximum amount permitted by law in any one case.

(t) Contracting with and creating special taxing districts.

(u) Adopt and appoint committees.

Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating, or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of assessments, including lien rights, (ii) collecting of debts owed to the Association or for breach of a contract between the Association and a third-party provider of goods or services, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of the Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by majority vote of the Members of the Association.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary, all of whom shall be directors and elected by the Board and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He/she shall attend to the giving of all notices to the Members and Directors and other notices required by law. He/she shall have custody of the seal of the Association and shall affix it to instruments requiring

the seal when duly signed. He/she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He/she shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

6.6 Declarant Appointees. No officer appointed by the Declarant may be removed except as provided in Section 4.17 hereof and by law.

7. Compensation. Neither Directors nor Officers shall receive compensation for their services as such, but may be compensated for out-of-pocket expenses incurred on behalf of the Association and approved by the Board of Directors.

8. Resignations. Any Director or Officer may resign his/her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of the Declarant or other Directors or officers who are not Owners when elected or appointed) shall constitute a written resignation of such Director or officer.

9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

(a) Adoption by Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the Operating Expenses, determine the amount of Assessments payable by the Members to meet the expenses of the Association, and allocate and assess such expenses among the Members, in accordance with the provisions of the Declaration.

The budgets must reflect the estimated revenues and expenses for the year and the estimated surplus or deficit as of the end of the current year including but not limited to all fees and charges for exterior maintenance, landscaping, upkeep and insurance, common area utilities, any leases, if applicable, of Common Areas and structures thereon. In addition to the annual operating expenses, by vote of a majority of the Members following the expiration of the Class B Membership, the budgets may include reserve accounts for capital expenditures and deferred

maintenance. Reserves, however, may be waived in accordance with the Declaration and applicable Florida law. In the event of such waiver, the budget need not reflect or include reserve accounts for capital expenditures and deferred maintenance; provided, however the budget shall contain a disclosure stating reserves have been properly waived.

The budgets for the Association shall not include reserves prior to expiration of the Class B Membership. Alternatively, if by majority vote of Owners reserves are approved to be funded, such will be funded in accordance with Section 720.303(d), Florida Statutes; however, neither Declarant nor Builder shall be responsible to fund reserves for any Lots while they remain the record owner.

The adoption of the budgets for the Association by the Board shall comply with the requirements hereinafter set forth. A copy of the proposed budget shall be made available to or mailed to each Member not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The Board shall have the power to adopt the budget at the duly noticed meeting by a majority vote.

(b) Adoption by Membership. In the event that the Board shall be unable to adopt a budget in accordance with the requirements of Subsection 9.1(a) above, the Board may call a special meeting of Members for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. Alternatively, the Board may propose a budget in writing to all Members of the Association or a specified sub-group of Members, where applicable. If either such budget is adopted by a majority of the votes of Members to which the budget applies, present at such meeting, or receiving such written budget, upon ratification by a majority of the Board, it shall become the budget for such year.

9.2 Depository. The depository of the Association shall be such bank(s) or savings and loan association(s) in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors.

9.3 Acceleration of Assessment Installments upon Default. If a Member shall be in default in the payment of an installment upon an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the Annual Assessment upon written notice to such Member, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice or ten (10) days after mailing of the notice, whichever shall first occur.

9.4 Fidelity Bonds. Insurance or fidelity bonding shall be required for all persons who control, disperse, handle or are responsible for Association funds in such

amount to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds shall be paid by the Association as a Operating Expense.

9.5 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract and in accordance with the HOA Act. The records shall be open to inspection by Members or their authorized representatives at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Lot designating the name and current mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and any balance due.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare or contract with a third party to prepare and complete a financial report for the previous twelve (12) months. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the annual financial report is available upon request at no charge to the Member. The financial report shall be prepared in accordance with Chapter 720, Florida Statutes, and may consist of either financial statements presented in conformity with generally accepted accounting principles or a financial report of actual receipts and expenditures, cash basis, which report must show the amounts of receipts by accounts and receipt classifications and may show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

(a) Cost for security;

(b) Professional and management fees and expenses;

(c) Taxes;

(d) Cost for Common Areas;

(e) Expenses for refuse collection and utility services;

(f) Expenses for lawn care;

(g) Cost for building maintenance and repair;

(h) Insurance costs;

(i) Reserves;

(j) Any leases encumbering the Common Area (i.e. exterior lighting, security and surveillance equipment);

(k) Meeting costs and costs associated with meetings (i.e. video conferencing equipment, rental of hall for meetings);

(l) Administrative and salary expenses; and

(m) Beginning and ending cash balances of the Association.

9.6 Application of Payment. All payments made by a Member shall be applied as provided in these Bylaws and in the Declaration in and in accordance with the HOA Act, first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment.

9.7 Notice of Meetings. Notice of any meeting where Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such assessments.

9.8 Declarant Exemption from Assessments for Lawsuits. The Declarant shall not be liable for the payment of any Assessments applicable to Lots it owns which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Declarant.

10. Roster of Owners. The Association shall maintain current information regarding the title holders of all Owners. Such information shall be obtained by requiring each Member to file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein.

Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. Amendments. Except as otherwise provided in the Declaration, and subject to the approval of the Declarant until Turnover, these Bylaws may be amended in the following manner:

11.1 A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the votes of Members of the Association. A majority of the Board shall thereupon adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be the annual or a special meeting.

11.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member entitled to vote thereon within the time and in the manner provided in these Bylaws for the giving of notice of a meeting of the Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of at least a majority of the Members present in person or by proxy at the meeting (at which a quorum is attained).

11.4 Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.

11.5 Alternatively, if all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

11.6 No amendment shall make any changes in the qualifications for membership nor in the voting rights of Members without approval by all of the Members and the joinder of all Institutional Mortgagees holding Institutional Mortgages upon the Lot(s). No amendment shall be made that is in conflict with the Declaration or the Articles. Prior to the closing of the sale of all Lots within the Community, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment, including, but not limited to, any right of the Declarant to appoint Directors pursuant to these Bylaws.

11.7 Upon the approval of an amendment to these Bylaws, the certificate of amendment shall be executed and a copy shall be recorded in the public records of the County.

11.8 Notwithstanding the foregoing, the Federal Housing Administration and the Veterans Administration shall have the right to veto any amendments to these Bylaws as long as there is a Class B membership if such amendments require the review and approval of either agency in accordance with applicable regulations and if such agencies are providing financing to Homes in the Community.

11.9 Notwithstanding the foregoing, the Declarant shall have the right to unilaterally amend these Bylaws without the consent of any Owner or mortgagee prior to Turnover.

12. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to reasonable rules and regulations concerning the use and operation of the Property,

except that subsequent to the date control of the Board is turned over by the Declarant copies of such rules and regulations shall be furnished by the Board to each affected Member not less than thirty (30) days prior to the effective date thereof, and the rules and amendments thereto shall be recorded in the public records, if required by the HOA Act as amended from time to time. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Declarant.

13. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.

14. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

15. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.

16. Indemnification of Officers and Directors. Subject to the further provisions of this Section, the Association shall indemnify and hold harmless all officers and Directors, and members of a Committee, past or incumbent, from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of the Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this Section may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this Section was effective.

17. Suspension of Privileges; Fines. In the event of an alleged violation of the Declaration, the Articles, these Bylaws or the rules and regulations adopted hereunder, and after written notice of such alleged failure is given to the Member in the manner herein provided, the Board shall have the right, after the alleged violator has been given notice and an opportunity for an appropriate hearing pursuant to the HOA Act and upon an

affirmative vote of the Board, to suspend or condition said Member's and his family's, guests' and Tenants' right to the use of the Common Areas (except for the portions thereof which are necessary as a means of ingress and egress) and to fine such Member. Any such suspension shall be for a period of not more than thirty (30) days for any noncontinuing infraction, but in the case of a continuing infraction (including nonpayment of any Assessment after the same becomes delinquent) the suspension may be imposed for so long as the violation continues. No fine shall exceed the sum of $100.00 per violation nor $1,000.00 in the aggregate for a continuing violation. The failure of the Board to enforce the rules and regulations, these Bylaws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws or by law shall be cumulative and none shall be exclusive. However, any individual must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by any rules and regulations adopted by the Association, before that Member may resort to a court of law for relief from any provision of the Declaration, the Articles, these Bylaws or the rules and regulations. The rights of the Association to suspend voting rights, to impose interest charges, accelerate Assessment payments, or to otherwise enforce the payment of Assessments, as elsewhere provided in the Declaration and these Bylaws, shall not be subject to the provisions of this Section or require the notice and hearing provided for herein.

17.1 Suspension of Privileges for Failure to Pay Assessments. In a duly noticed board meeting, the Board of Directors may impose a suspension of Common Area use rights upon any Member, Tenant or guest when an Owner is more than ninety (90) days delinquent in paying any fee, fine, or other monetary obligation due to the Association. The suspension shall be in effect until all monetary amounts owing to the Association have been paid in full. However, in no event shall a suspension of Common Area use rights impair the right of an Owner or Tenant of a Lot to have vehicular and/or pedestrian ingress to and egress from the Lot, including, but not limited to the right to park.

[Signatures on the Following Page]

DRAFT

IN WITNESS WHEREOF, we, being all of the directors of RIVERWIND HOMEOWNERS' ASSOCIATION, INC., have hereunto set our hands this _____ day of _____, 2026, and certify that these are the duly adopted Bylaws of Riverwind Homeowner's Association, Inc.

RIVERWIND HOMEOWNER'S ASSOCIATION, INC., a Florida corporation - not for profit

Approved:

_____
_____, President

_____
_____, Vice President

_____
_____,
Secretary/Treasurer

DRAFT

EXHIBIT 4
SJRWMD PERMIT

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO. 40-009-0703-ERP DATE ISSUED November 25, 1998

PROJECT NAME: GARDEN STREET ASSOCIATES SUBDIVISION

A PERMIT AUTHORIZING:
MODIFICATION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE IMPROVEMENTS WITHIN A PROPOSED COMMERCIAL SUBDIVISION.

LOCATION:
Section 32, Township 21 South, Range 35 East Brevard County

ISSUED TO:

GARDEN STREET ASSOCIATES, L.C. ATTN: FRANK MILLER
66641 S.W. 70TH LANE SOUTH MIAMI, FLORIDA 33143

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This Permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated November 25, 1998

AUTHORIZED BY: St. Johns River Water Management District

Department of Resource Management

By: _____
(SERVICE CENTER DIRECTOR / MELBOURNE)
JOHN JUILIANNA

DRAFT

EXHIBIT 5
CITY MAXIMUM IMPERVIOUS AREA TABLE FOR EACH LOT

Lot Number	Lot Area	Projected Building Coverage	Projected Driveway Walkway	Projected Additional Impervious Area (MAX)	Projected Total Impervious Area (MAX)	% Projected Impervious Area
		SF	SF	SF	SF*	
1	2328	980	300	420	1700	73.02
2	1830	980	300	420	1700	92.90
3	1830	980	300	420	1700	92.90
4	1830	980	300	420	1700	92.90
5	1830	980	300	420	1700	92.90
6	2379	980	300	420	1700	71.46
7	2650	980	300	420	1700	64.15
8	1880	980	300	420	1700	90.43
9	1833	980	300	420	1700	92.74
10	1830	980	300	420	1700	92.90
11	1830	980	300	420	1700	92.90
12	2388	980	300	420	1700	71.19
13	2590	980	300	420	1700	65.64
14	1970	980	300	420	1700	86.29
15	1832	980	300	420	1700	92.79
16	1830	980	300	420	1700	92.90
17	1830	980	300	420	1700	92.90
18	2379	980	300	420	1700	71.46
19	2802	980	300	420	1700	60.67
20	2318	980	300	420	1700	73.34
21	2295	980	300	420	1700	74.07
22	2272	980	300	420	1700	74.82
23	2234	980	300	420	1700	76.10
24	2855	980	300	420	1700	59.54
25	2891	980	300	420	1700	58.80
26	2099	980	300	420	1700	80.99
27	2060	980	300	420	1700	82.52
28	2060	980	300	420	1700	82.52
29	2060	980	300	420	1700	82.52
30	2678	980	300	420	1700	63.48
31	2678	980	300	420	1700	63.48
32	2060	980	300	420	1700	82.52
33	2060	980	300	420	1700	82.52
34	2060	980	300	420	1700	82.52
35	2060	980	300	420	1700	82.52
36	2678	980	300	420	1700	63.48

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37	2678	980	300	420	1700	63.48
38	2060	980	300	420	1700	82.52
39	2060	980	300	420	1700	82.52
40	2060	980	300	420	1700	82.52
41	2060	980	300	420	1700	82.52
42	2678	980	300	420	1700	63.48
43	2486	980	300	420	1700	68.38
44	1950	980	300	420	1700	87.18
45	1950	980	300	420	1700	87.18
46	2486	980	300	420	1700	68.38
47	2535	980	300	420	1700	67.06
48	1950	980	300	420	1700	87.18
49	1950	980	300	420	1700	87.18
50	1950	980	300	420	1700	87.18
51	1950	980	300	420	1700	87.18
52	2535	980	300	420	1700	67.06
53	2535	980	300	420	1700	67.06
54	1950	980	300	420	1700	87.18
55	1950	980	300	420	1700	87.18
56	1950	980	300	420	1700	87.18
57	1950	980	300	420	1700	87.18
58	2535	980	300	420	1700	67.06
59	2476	980	300	420	1700	68.66
60	1950	980	300	420	1700	87.18
61	1950	980	300	420	1700	87.18
62	2475	980	300	420	1700	68.69
63	2493	980	300	420	1700	68.19
64	1950	980	300	420	1700	87.18
65	1950	980	300	420	1700	87.18
66	2486	980	300	420	1700	68.38
67	3337	980	300	420	1700	50.94
68	2418	980	300	420	1700	70.31
69	2317	980	300	420	1700	73.37
70	2223	980	300	420	1700	76.47
71	2134	980	300	420	1700	79.66
72	2650	980	300	420	1700	64.15
	TOTAL (SF)	70560	21600	30240	122400	
	(AC)	1.62	0.50	0.69	2.81	

* Max impervious area per lot

^ Variance 21-2025 allows for building coverage to exceed 50%

DRAFT

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Elizabeth Oaks - Final Plat**

Department/Office: Community Development

Recommended Action:

Recommend approval of the final plat for Elizabeth Oaks. (This is a quasi-judicial item.)

On October 7, 2026, the Planning and Zoning Commission (P&Z) made a motion to recommend approval of the Elizabeth Oaks – Final Plat as presented. Approved 5-0.

Summary Explanation & Background:

Elizabeth Oaks, formerly known as SNJ Oaks, is a proposed 28 lot townhome subdivision on approximately 2.94 acres located at the south-east corner of East Whispering Hills Road and Elizabeth Avenue. The development has received waivers and variances due to the small size of the property and other unique characteristics of the site.

The following are attached and require for approval:

- Final plat
- Declaration of Covenants
- Performance Bond

The final plat is consistent with the comprehensive plan, the preliminary plat and final plat requirements described in Chapter 34, Article III, Division "Plat" of the Code.

Staff reviewed the final plat for consistency with the comprehensive plan, land development regulations and recommends approval. Staff also reviewed the covenants and performance bond and recommends acceptance.

Alternatives:

1. Recommend approval of the final plat.
2. Recommend approval of the final plat with conditions.
3. Do not recommend approval of the final plat.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

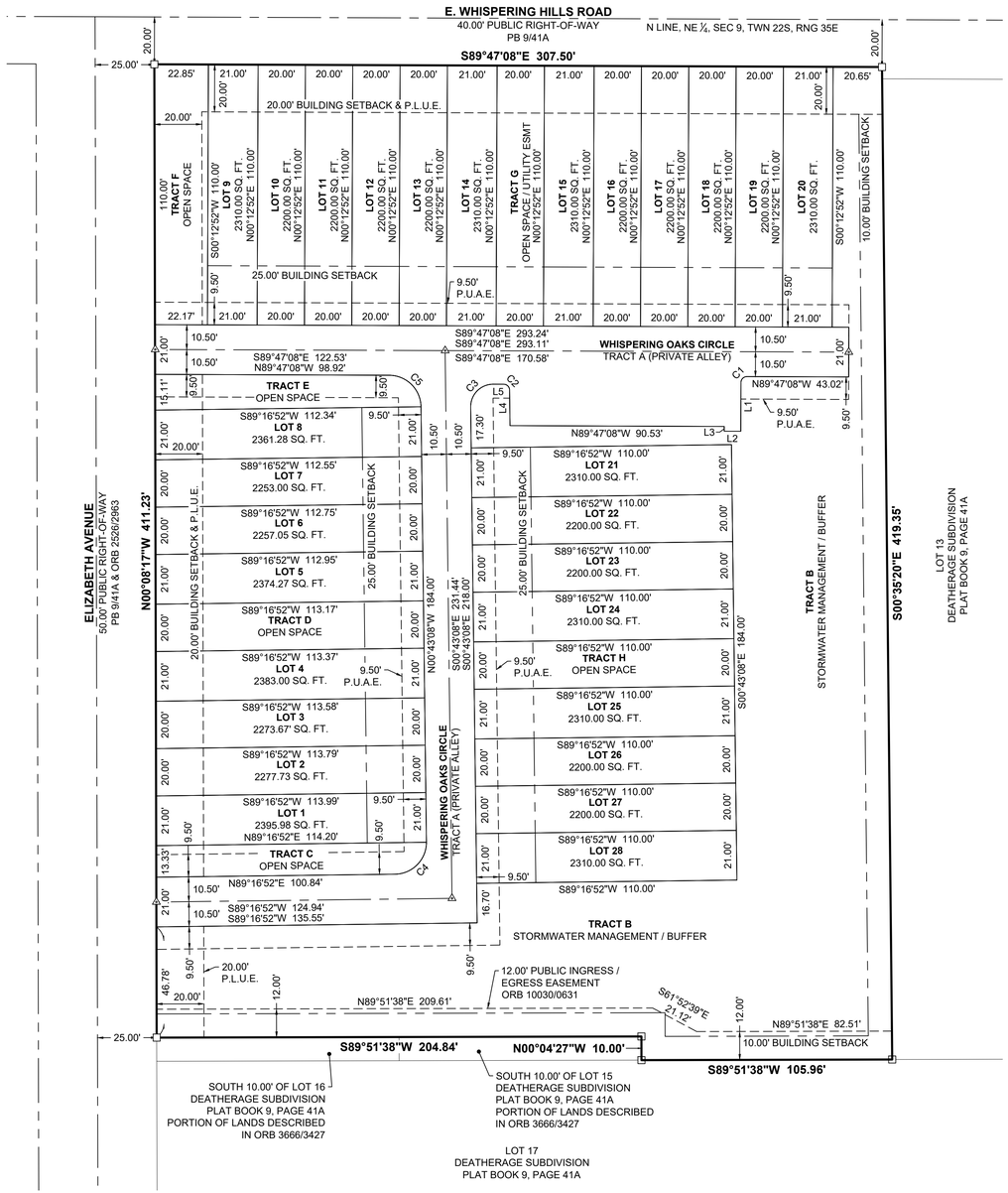
1. Final Plat
2. Declaration of Covenants
3. Performance Bond

ELIZABETH OAKS

A REPLAT OF LOTS 14, 15, AND 16, DEATHERAGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 41,
OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
LYING IN SECTION 09, TOWNSHIP 22 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN LOTS 14, 15, AND 16, DEATHERAGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 41-A, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3666, PAGE 3427, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 16; THENCE RUN SOUTH 89°47'08" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST WHISPERING HILLS ROAD (A 40.00' PUBLIC RIGHT-OF-WAY PER SAID PLAT OF DEATHERAGE SUBDIVISION), A DISTANCE OF 307.50 FEET TO THE NORTHEAST CORNER OF SAID LOT 14; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 00°35'20" EAST ALONG THE EAST LINE OF SAID LOT 14, A DISTANCE OF 419.35 FEET TO THE SOUTHEAST CORNER OF SAID LOT 14; THENCE RUN SOUTH 89°51'38" WEST ALONG THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 105.96 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE RUN NORTH 00°04'27" WEST ALONG THE WEST LINE OF SAID LOT 14, A DISTANCE OF 10.00 FEET TO THE INTERSECTION WITH A LINE PARALLEL TO AND 10.00 FEET OFFSET TO THE NORTH OF THE SOUTH LINE OF LOTS 15 AND 16; THENCE RUN SOUTH 89°51'38" WEST ALONG SAID OFFSET LINE, A DISTANCE OF 204.84 FEET TO THE EAST RIGHT-OF-WAY LINE OF ELIZABETH AVENUE (A 50.00 PUBLIC RIGHT-OF-WAY PER SAID DEATHERAGE SUBDIVISION AND OFFICIAL RECORDS BOOK 2526, PAGE 2963); THENCE RUN NORTH 00°08'17" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 411.23 FEET;
SAID LAND CONTAINING 2.94 ACRES, MORE OR LESS, OF LAND.



PLAT NOTES:

1. BEARING REFERENCE: THIS PLAT USES THE BEARING BASIS OF NORTH 00°08'17" WEST, BEING THE WEST LINE OF THE PROPERTY, AS MEASURED. THE PREVIOUS PLAT DID NOT INCLUDE A BEARING FOR SAID LINE. GRID BEARINGS USED HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83 2011), FLORIDA STATE PLANE SYSTEM, EAST ZONE, U.S. SURVEY FOOT.
2. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH CHAPTER 177.091, FLORIDA STATUTES.
3. ALL LINES, IF ABUTTING A CURVE, ARE RADIAL UNLESS OTHERWISE NOTED.
4. TRACT "A" IS HEREBY CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY ELIZABETH OAKS HOMEOWNERS ASSOCIATION ("THE HOA") FOR PRIVATE ROAD, GATES, AND DRAINAGE PURPOSES. TRACT "A" IS SUBJECT TO AN EASEMENT GRANTED TO THE CITY OF TITUSVILLE, PUBLIC UTILITIES, AND OTHER PUBLIC AGENCIES FOR THE PURPOSE OF ACCESS, INSTALLATION, OPERATION, INSPECTION, AND MAINTENANCE OF PUBLIC UTILITIES AND EMERGENCY PURPOSES.
5. TRACT "B" IS HEREBY CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE HOA AS A STORMWATER MANAGEMENT TRACT AND BUFFER. ANY AND ALL AMENITIES WITHIN THIS TRACT ARE TO BE OWNED AND MAINTAINED BY THE HOA. TRACT "B" IS SUBJECT TO AN EASEMENT GRANTED TO THE CITY OF TITUSVILLE AND OTHER PUBLIC AGENCIES FOR THE PURPOSE OF ACCESS, HOWEVER THE CITY OF TITUSVILLE SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR, AND/OR RESTORATION OF ANY STORMWATER PIPES, STORMWATER STRUCTURES, OR ASSOCIATED MANAGEMENT FACILITIES AND SUCH MAINTENANCE, REPAIR, AND/OR RESTORATION SHALL BE THE RESPONSIBILITY OF THE HOA.
6. TRACTS "C", "D", "E", "F", "G", AND "H" ARE HEREBY CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE HOA AS OPEN SPACES. ANY AND ALL AMENITIES WITHIN THESE TRACTS ARE TO BE OWNED AND MAINTAINED BY THE HOA.
7. TRACT "G" INCLUDED A PRIVATE UTILITY EASEMENT OVER THE ENTIRETY OF THE TRACT CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE HOA.
8. UNLESS OTHERWISE SHOWN, A 9.50-FOOT PRIVATE UTILITY AND ACCESS EASEMENT ADJACENT TO WHISPERING OAKS CIRCLE (TRACT "A") IS HEREBY CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE HOA FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF UTILITIES AND COMMON ACCESS ALONG TRACT "A".
9. UNLESS OTHERWISE SHOWN, A 20.00-FOOT PRIVATE LANDSCAPE AND UTILITY EASEMENT ADJACENT TO THE WEST AND NORTH LINE OF THE PLAT IS HEREBY CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE HOA FOR THE PURPOSES OF INSTALLATION, OPERATION, AND MAINTENANCE OF LANDSCAPING AND UTILITIES.
10. 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.
11. THIS PLAT HAS BEEN MADE IN CONJUNCTION WITH A BOUNDARY SURVEY PREPARED BY THIS FIRM, DATED 01/20/2026, PROJECT NUMBER 26-0005.
12. NOT WITHSTANDING ANY PROVISION IN THIS DECLARATION, NO AMENDMENTS TO THIS DECLARATION SHALL BE MADE WHICH ARE IN CONFLICT WITH THE CITY OF TITUSVILLE'S LAND DEVELOPMENT REGULATIONS OR CODE OF ORDINANCES OR OTHER LOCAL, STATE, OR FEDERAL ORDINANCES, LAWS, OR REGULATIONS; AND ALL CHANGES, AMENDMENTS, OR ALTERATIONS TO THIS DECLARATION MUST BE APPROVED BY THE CITY OF TITUSVILLE CITY COUNCIL.
13. FURTHER SUBDIVISION OF ANY LOT SHOWN ON THIS PLAT AS SERVED BY A PRIVATE STREET SHALL BE PROHIBITED.
14. FOR PROTECTIVE COVENANTS AND DEED RESTRICTIONS, REFER TO OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
15. THIS PLAT IS SUBJECT TO THAT JOINDER AND CONSENT RECORDED SEPARATELY IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
16. ALL OWNERS OF LAND INCLUDED BY THIS PLAT SHALL BE SUBJECT TO ANY ASSESSMENT OF COSTS REQUIRED TO CORRECT DEFICIENCIES CAUSED BY SUBSTANDARD CONSTRUCTION AND HOLD THE CITY OF TITUSVILLE HARMLESS FOR ANY ACCIDENT OR INJURY TO PERSON OR PROPERTY THAT MAY RESULT THEREFROM.
17. THE FRONT OF EACH TOWNHOUSE FACES TOWARDS WHISPERING OAKS CIRCLE. THE REAR OF EACH LOT IS THE SIDE OPPOSITE OF WHISPERING OAKS CIRCLE.

TRACT DESIGNATION TABLE

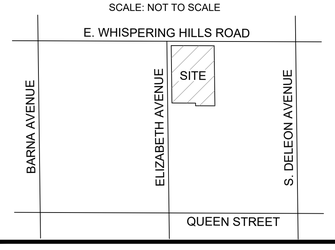
TRACT	TRACT USE	SQ. FT.	ACRES	OWNER	MAINTAINER
TRACT A	PRIVATE ALLEY	15654.97	0.36	HOA	HOA
TRACT B	STORMWATER MANAGEMENT / BUFFER	36585.84	0.84	HOA	HOA
TRACT C	OPEN SPACE	1483.85	0.03	HOA	HOA
TRACT D	OPEN SPACE	2265.36	0.05	HOA	HOA
TRACT E	OPEN SPACE	1555.92	0.04	HOA	HOA
TRACT F	OPEN SPACE	2475.95	0.06	HOA	HOA
TRACT G	OPEN SPACE / P.U.E.	2200.00	0.05	HOA	HOA
TRACT H	OPEN SPACE	2200.00	0.05	HOA	HOA

LINE TABLE			CURVE TABLE					
L#	BEARING	DISTANCE	C#	RADIUS	DELTA	LENGTH	CH.BEARING	CH.DISTANCE
L1	S00°12'52"W	20.61'	C1	2.50'	90°00'00"	3.93'	S45°12'52"W	3.93'
L2	N89°47'08"W	7.00'	C2	2.50'	89°04'00"	3.89'	N45°15'08"W	3.89'
L3	N00°12'52"E	2.00'	C3	9.50'	90°56'00"	15.08'	S44°44'52"W	15.08'
L4	N00°43'08"W	15.04'	C4	13.50'	89°15'54"	21.03'	N44°38'55"E	21.03'
L5	N89°47'08"W	4.40'	C5	13.50'	89°04'12"	20.99'	N45°15'14"W	20.99'

PSM PROFESSIONAL SURVEYOR & MAPPER
LS LICENSED SURVEYOR
LB LICENSED BUSINESS
PRM PERMANENT REFERENCE MONUMENT
PCP PERMANENT CONTROL POINT
PB PLAT BOOK
ORB OFFICIAL RECORDS BOOK
PG PAGE
HOA ELIZABETH OAKS HOMEOWNERS ASSOCIATION
SQ. FT. SQUARE FEET
AC ACRES
P.U.A.E. PRIVATE UTILITY & ACCESS EASEMENT
P.L.U.E. PRIVATE LANDSCAPE BUFFER & UTILITY EASEMENT
ESMT EASEMENT
XXXX/XXXX PB OR ORB BOOK & PAGE

□ SET 4"X4" CONCRETE MONUMENT, "PRM LB 8700"
⚠ SET MAG NAIL & DISK, "PCP LB 8700"

VICINITY MAP
SCALE: NOT TO SCALE



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

WHITE POINT SURVEYING AND MAPPING
642 CRIMSON CT, ALTAMONTE SPRINGS, FL 32701
WHITEPOINTSURVEY.COM
OFFICE: 407.710.1980
LICENSED BUSINESS LB8700

PLAT BOOK _____ PAGE _____

PAGE 1 OF 1

SECTION 09, TOWNSHIP 22 EAST, RANGE 35 EAST

ELIZABETH OAKS

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT EASTERN CAPITAL INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF ALL THE LANDS DESCRIBED IN **ELIZABETH OAKS**, HEREBY DEDICATES SAID LANDS OF THIS PLAT FOR THE USES, PURPOSES, AND EASEMENTS THEREIN EXPRESSED, INCLUDING THOSE DEDICATIONS OF TRACT AND EASEMENTS AS SET FORTH IN THE PLAT NOTES AND TRACT TABLE HEREIN. EXCEPT AS NOTED, NO TRACTS OR EASEMENTS ARE DEDICATED TO THE PUBLIC OR THE CITY OF TITUSVILLE; IT IS THE INTENTION OF THE UNDERSIGNED THAT ALL OTHER EASEMENTS AND TRACTS SHOWN HEREON BE OWNED AND MAINTAINED BY THE **ELIZABETH OAKS HOMEOWNERS ASSOCIATION**, IT'S SUCCESSORS AND/OR ASSIGNS AS DESCRIBED HEREON AND THAT THE CITY OF TITUSVILLE AND THE PUBLIC HAVE NO RIGHT OR INTEREST THEREIN.

_____
JOHN D. MORRIS JR
MEMBER
EASTERN CAPITAL INVESTMENTS, LLC

_____
ATTEST

_____
PRINTED NAME

_____
ATTEST

_____
PRINTED NAME
STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF
[ ] PHYSICAL PRESENCE, OR
[ ] ONLINE NOTARIZATION,
THIS _____ DAY OF _____, 20_____, BY JOHN D. MORRIS JR, MEMBER OF EASTERN CAPITAL INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS
[ ] PERSONALLY KNOWN TO ME, OR
[ ] HAS PRODUCED IDENTIFICATION: _____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

_____
NOTARY PUBLIC

_____
PRINTED NAME

_____
COMMISSION NUMBER

_____
EXPIRATION DATE

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR, DOES HEREBY CERTIFY THAT THIS PLAT HAS BEEN MADE IN CONJUNCTION WITH A BOUNDARY SURVEY PREPARED BY THIS FIRM, DATED _____, PROJECT NUMBER 26-0005. SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTERS 177, PART 1 AND 472 FLORIDA STATUTES; AND THAT THE LAND IS LOCATED IN THE CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA.

_____
NATHAN B. WHITE, PSM
REGISTRATION NUMBER LS7669
WHITE POINT SURVEYING & MAPPING LLC
642 CRIMSON CT, ALTAMONTE SPRINGS, FLORIDA 32701
CERTIFICATE OF AUTHORIZATION LB 8700

CERTIFICATE OF APPROVAL BY MUNICIPALITY

I HEREBY CERTIFY THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES AND THAT I AM HEREBY DESIGNATED BY THE CITY OF TITUSVILLE, FLORIDA, TO APPROVE THIS PLAT IN ACCORDANCE WITH CHAPTER 177.071 OF THE STATUTE.

_____
LYNN E. SANDERS, PSM
REGISTRATION NUMBER LS4863
REVIEWING SURVEYOR FOR THE CITY OF TITUSVILLE

CERTIFICATE OF APPROVAL BY THE CITY OF TITUSVILLE

THIS IS TO CERTIFY THAT ON _____, THE FOREGOING PLAT WAS APPROVED BY THE DESIGNATED OFFICIAL ON BEHALF OF THE CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA.

_____
ADMINISTRATIVE OFFICIAL

_____
CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON _____
AT _____. FILE NUMBER:_____

_____
CLERK OF THE CIRCUIT COURT IN AND FOR BREVARD COUNTY, FLORIDA

W:\26-0005 - EASTERN HOMES - SNJ PLAT\26-0005 - SNJ PLAT.DWG | 04.24.2026 11:17 AM | NATHAN WHITE

This document prepared by and return to:

Jason W. Searl, Esq.
Maynard Nexsen PC
200 East New England Avenue, Suite 110
Winter Park, Florida 32789

DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

FOR

ELIZABETH OAKS

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS FOR ELIZABETH OAKS

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DRAFT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELIZABETH OAKS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELIZABETH OAKS (this "Declaration") is made this ___day of _____, 2026, by EASTERN CAPITAL INVESTMENTS, LLC, a Florida limited liability company (the "Declarant"), joined by the ELIZABETH OAKS HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association").

R E C I T A L S

A. Declarant is the record title owner of the real property located in City of Titusville, Brevard County, Florida, more particularly described on Exhibit 1 (Legal Description) attached hereto and incorporated herein by reference (the "Property").

B. Declarant desires to develop a planned community to be known as ELIZABETH OAKS (the "Community") upon the Property.

C. In order to develop and maintain the Community as a planned residential community and to preserve the values and amenities of the community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, charges, liens and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement, all as contained in this Declaration.

D. The Association is joining in this Declaration in order to acknowledge its obligations hereunder.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, the Declarant hereby declares that the Property comprising the Community is to be owned, held, transferred, sold, conveyed, used, demised and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, charges and liens hereinafter set forth, all of which shall run with the Property and which shall be binding upon all parties (present and future) having any right, title or interest in the Property or any part thereof, and their heirs, successors and assigns.

1. **Recitals**. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. **Definitions**. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

2.1 "**ACC**" shall mean the Architectural Control Committee for the Community established pursuant to Section 18.1 hereof.

2.2 "**Articles**" shall mean the Articles of Incorporation of the Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 2 (Articles of Incorporation) and made a part hereof, as amended from time to time.

2.3 "**Area of Common Responsibility**" shall mean all of the properties and facilities for which the Association has responsibility under the Governing Documents, or for which the Association otherwise agrees to assume responsibility, regardless of who owns them.

2.4 "**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 16.1 hereof.

2.5 "**Association**" shall mean the ELIZABETH OAKS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

2.6 "**Board**" shall mean the Board of Directors of the Association.

2.7 "**Bylaws**" shall mean the Bylaws of the Association in the form attached hereto as Exhibit 3 (Bylaws) and made a part hereof as amended from time to time.

2.8 "**Builder**" means any person or entity other than the Declarant who (i) holds title to a Lot prior to, during and until completion of construction of a Home thereon (as evidenced by issuance of a certificate of occupancy) and the sale of such Home to a third party, (ii) is duly licensed under Florida law, either itself or through an affiliated entity, to perform construction services, and (iii) is approved by the Declarant in writing as a Builder. The term "Builders" shall collectively mean all persons or entities meeting the definition of "Builder" as provided herein. Ryan Homes is hereby approved by the Declarant as a Builder.

2.9 "**City**" shall mean City of Titusville, Florida.

2.10 "**Common Area" and/or "Common Areas**" shall mean all real and personal property interests, including easements, within the Community designated as Common Areas from time to time by the Declarant, by Plat or by recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within the Community. The Common Areas may include, without limitation, open space areas, internal buffers, entrance features, perimeter buffers, landscaped areas, irrigation facilities, the Surface Water Management System and project signage. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

2.11 "**Community**" shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

2.12 "**Community Completion Date**" shall mean the date upon which all Lots in the Community, as ultimately planned and as fully developed, have been conveyed by Declarant or Builder(s) to Owners other than Declarant or Builder(s).

2.13 "**Community Standards**" shall mean such standards of conduct, maintenance or other activity, if any, generally prevailing throughout the Community, or the minimum standards established by the Declarant or the ACC pursuant to Section 18.5 hereof, whichever is the highest standard.

2.14 "**Contractors**" shall have the meaning set forth in Section 18.12.1 hereof.

2.15 "**County**" shall mean Brevard County, Florida.

2.16 "**Declaration**" shall mean this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELIZABETH OAKS, together with all amendments and modifications thereof.

2.17 "**Declarant**" shall mean EASTERN CAPITAL INVESTMENTS, LLC, a Florida limited liability company, or any successor or assign who has or takes title to any portion of the property described in Exhibit 1 for development and/or sale and who is designated as Declarant in a recorded instrument which the immediately preceding Declarant executes. Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all of Declarant rights and/or obligations, the assignee shall not be deemed the Declarant, but may exercise those rights, and in such case, shall only be responsible for those obligations of Declarant assigned to it. Additionally, any partial assignee that does not assume all of the obligations of Declarant shall not be deemed the Declarant.

2.18 "**Electronic Transmission**" shall mean any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, without limitation, telegrams, facsimile transmissions and text or documents that are sent via electronic mail between computers. Electronic Transmission may be used to communicate with members of the Association only as permitted by Florida law, as amended from time to time.

2.19 "**Governing Documents**" shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Community Standards, and any applicable Supplemental Declaration all as amended from time to time.

2.20 "**Home**" shall mean a residential dwelling or residential dwellings and appurtenances thereto constructed on a Lot within the Community and intended as an abode for one (1), two (2), or three (3) family or families, but, no greater than three (3) families, and, in any event, at no greater occupancy than as permitted by Florida law. The term "Home" shall include the Lot. A Home shall be deemed created and, for purposes of this Declaration shall be deemed to have a perpetual existence, upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home.

2.21 "**Immediate Family Members**" shall mean the spouse of the Owner and all unmarried children twenty-two (22) years and younger of either the Owner or the Owner's spouse. If an Owner is unmarried, the Owner may designate one (1) other person who is living with such Owner in the Home, in addition to children of the Owner, as an adult Immediate Family Member. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Owner within the Home.

2.22 "**Individual Assessments**" shall have the meaning set forth in Section 16.2.5 hereof.

2.23 "**Initial Contribution**" shall have the meaning set forth in Section 16.10 hereof.

2.24 "**Installment Assessments**" shall have the meaning set forth in Section 16.2.1 hereof.

2.25 "**Lender**" shall mean (i) an institutional holder, insurer or guarantor of a first mortgage encumbering a Lot or Home or (ii) Declarant and its affiliates, to the extent Declarant or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

2.26 "**Lessee**" shall mean the lessee named in any written lease of a Home who is legally entitled to possession of any Home within the Community.

2.27 "**Lot**" shall mean a portion of the Community, whether improved or unimproved, which may be independently owned and conveyed, and which is improved or intended to be improved with a Home. The term "Lot" shall refer to the land as well as any improvements on the Lot. The boundaries of each Lot are shown on the Plat. Upon completion of construction of a Home on a Lot, such Lot and the improvements thereon shall collectively be considered to be a Home for purposes of this Declaration and the other Governing Documents.

2.28 "**Master Plan**" shall mean collectively any full or partial concept plan for the development of the Community by Declarant, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Declarant as to the development of the Community, inasmuch as Declarant reserves the right to amend all or part of the Master Plan from time to time.

2.29 "**Member**" shall mean a person subject to membership in the Association, as described in Section 8.3. There initially are two (2) membership classes – Class A and Class B. Each Owner, Builder and the Declarant shall be a member of the Association.

2.30 "**Operating Expenses**" shall mean all costs and expenses of operating the Association and for which Owners are liable to the Association as described in this Declaration and any other Governing Documents. Operating Expenses may include, without limitation, the following: (a) all costs and expenses of ownership, maintenance, operation, financing, administration, and repair of the Common Areas and Areas of Common Responsibility or any portion thereof and improvements thereon; (b) all amounts payable by the Association under the terms of this Declaration; (c) all costs of community lighting including up-lighting and entrance lighting; (d) all amounts payable in connection with any private street lighting agreement between the Association and a utility provider; (e) amounts payable to a Telecommunications Provider for Telecommunications Services furnished to Owners; (f) utilities, taxes, insurance, bonds, salaries, management fees, professional fees, service costs, and costs of supplies; (g) maintenance, repair, replacement and refurbishment costs; (h) all amounts payable in connection with Association sponsored social events; (i) any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Association; (j) all costs associated with the repair, maintenance and replacement of the Surface Water Management System; and (k) all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Governing Documents. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves.

2.31 "**Owner**" shall mean the record title owner (whether one or more persons or entities) of fee simple title to any Lot.

2.32 "**Parcel**" shall mean and refer to any part of the Community, other than Common Areas, Lots, and land owned by a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. However, any Parcel, or part thereof, for which a subdivision plat has been filed of record shall, as to such portion, cease being a Parcel, or part thereof, and shall become Lots or Common Areas, as appropriate.

2.33 "**Permit**" shall collectively mean Permit No.10647-11, as amended or modified, issued by SJRWMD, a copy of which is attached hereto as Exhibit 4 (SJRWMD Permit), as the same may be and/or modified from time to time.

2.34 "**Plat**" shall mean the plat of any portion of the Community filed in the Public Records, from time to time. This definition shall be automatically amended to include the plat of any additional phase of the Community or a replat of any portion of the Community, as such phase is added to this Declaration.

2.35 "**Public Records**" shall mean the Public Records of Brevard County, Florida.

2.36 "**Reserves**" shall have the meaning set forth in Section 16.2.4 hereof.

2.37 "**Rules and Regulations**" shall mean the Rules and Regulations pertaining to the Community as adopted by the Declarant or the Board from time to time. The Rules and Regulations may be incorporated into the Community Standards or may be adopted separately by the Declarant or the Board, as applicable.

2.38 "**Special Assessments**" shall mean those Assessments more particularly described as Special Assessments in Section 16.2.2 hereof.

2.39 "**Supplemental Declaration**" shall mean and refer to an instrument filed in the Public Records pursuant to Section 6 hereof which subjects additional property to this Declaration, creates additional classes of members, and/or imposes, expressly or by reference, additional and/or modified restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

2.40 "**Surface Water Management System**" or "**SWMS**" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403, Florida Statutes (2024). The SWMS includes those works authorized by SJRWMD pursuant to the Permit.

2.41 "**SJRWMD**" shall mean the St. Johns River Water Management District.

2.42 "**Telecommunications Provider**" shall mean any party contracting with the Association to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers.

2.43 "**Telecommunications Services**" shall mean delivered entertainment services; all services that are typically and, in the future, identified as telecommunication services; cable television services; and data transmission services. Without limiting the foregoing, such Telecommunications

Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

2.44 "**Title Documents**" shall have the meaning set forth in Section 23.9 hereof.

2.45 "**Turnover**" shall mean transfer of majority control of the Board from Declarant to Owners other than Declarant.

2.46 "**Turnover Date**" shall mean the date on which Declarant transfers majority control of the Board from Declarant to Owners and Builders.

2.47 "**Use Fees**" shall have the meaning set forth in Section 16.2.3 hereof.

2.48 "**Vacant Lot**" or "**Vacant Lots**" shall mean any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy.

2.49 "**Voting Interest**" shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel located within the Community, which shall include the voting interests of the Declarant and Builders.

3. **Plan of Development**.

3.1 Plan. The planning process for the Community is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents, Declarant may and has the right to develop the Community and adjacent property owned by the Declarant into residences, comprised of homes, villas, coach homes, townhomes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of the Community as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for the Community that may be supplemented by additional covenants, restrictions and easements applicable to any portion of the Community. In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, and/or the provisions of any other articles of incorporation, bylaws, rules or policies, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Community from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Owners, Builders and to all occupants of Homes, as well as their respective tenants, guests and invitees. Any Lease Agreement for a Home within the Community shall provide that the Lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees are set forth in this Declaration.

3.3 Site Plans and Plats. The Plat may identify some of the Common Areas within the Community. The description of the Common Areas on the Plat is subject to change and the notes on a Plat are not a guarantee of what improvements will be constructed as Common Areas. Site plans used by Declarant or Builders in their marketing efforts may illustrate the types of improvements that may be constructed on the Common Areas but such site plans are not a guarantee of what improvements will actually be constructed. Each Owner should not rely on the Plat or any site plans used for illustration

purposes, inasmuch as this Declaration governs the rights and obligations of Declarant and Owners with respect to the Common Areas.

4. Townhome Community.

4.1 Definitions. The definitions set for in Section 4 of this Declaration are, as applicable, supplemented, amended, or replaced with the following definitions:

4.1.1 "**Block**" shall mean and refer to any group of adjacent Lots constituting a block as depicted on any Recorded Plat, including any improvements from time to time constructed; erected, placed, installed or located thereon. If applicable, a Block may be considered Limited Common Area.

4.1.2 "**Party Wall**" shall mean and refer to a structural, fire rated wall between two adjacent Townhomes located within the same Townhome Building, which provides structural support for each of the Townhomes sharing the Party Wall. Damage to a Party Wall could impair the structural integrity of more than one Townhome.

4.1.3 "**Service Area**" shall mean and refer to each group of Townhome Lots and Townhomes that share a common continuous building structure connected by Party Walls or Townhomes constructed on such Townhome Lots. If applicable, Service Area may also refer to the Townhomes Lots and Townhomes located in a Block.

4.1.4 "**Townhome**" shall mean and refer to each townhome or townhouse located or to be located within a Townhome Building.

4.1.5 "**Townhome Building**" shall mean and refer to the common continuous building structure with shared roof and other common structural elements, constructed on a group of Townhome Lots and all structural components thereof. Each Townhome Building is or will be partitioned, by the means of Party Walls, so that an individual Townhome within the subject Townhome Building is located on each Townhome Lot.

4.1.6 "**Townhome Lot**" shall mean and refer to each Lot with a Townhome constructed or to be constructed thereon.

4.2 Townhome Community.

4.2.1 Declarant intends that the Property be approved and developed as a Community of Townhomes. As such, each Residence must be a Townhome, with at least one (1) Party Wall, and located within a Townhome Building.

4.2.2 At the option of Declarant, or the Association following Turnover, reclaimed water provided for irrigation to the Townhome Lots may be provided through a master meter at the Property, Townhome Building, or Service Area level controlling the flow of such reclaimed water to the entire Property, Townhome Building, or Townhome Lots within such Service Area, respectively, and all costs, fees, and expenses incurred by the Association for such reclaimed water service may be allocated and assessed only to the subject Townhome Building or Service Areas and deemed Limited Common Expenses incurred in connection with such Townhome Building or Service Areas, all as reasonably determined by the Declarant or Association from time to time, as the case may be.

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4.2.3 BY VIRTUE OF ACCEPTING TITLE TO ANY TOWNHOME LOT AND TOWNHOME CONSTRUCTED OR TO BE CONSTRUCTED THEREON, EACH OWNER SHALL BE ON NOTICE THAT: (I) PUNCTURING OR OTHERWISE DAMAGING ANY PARTY WALL OR STRUCTURAL APPURTENANCE THERETO WILL IMPAIR, AT MINIMUM, THE FIRE-WALL FUNCTION OF SUCH PARTY WALL, AND MAY IMPACT, MINIMALLY OR MORE, SIGNIFICANTLY, THE STRUCTURAL INTEGRITY AND GENERAL SAFETY OF THE SUBJECT TOWNHOME BUILDING AND THE TOWNHOMES LOCATED THEREIN; AND (II) EACH OWNER AND OCCUPANT OF A TOWNHOME IS EXPRESSLY PROHIBITED FROM DIRECTLY OR INDIRECTLY (INCLUDING, BUT NOT LIMITED, THROUGH TENANTS, CONTRACTORS, TRADESMAN, OR OTHERWISE) PUNCTURING, PIERCING, PERFORATING, OR OTHERWISE DAMAGING IN ANY WAY ANY PARTY WALLS IN ANY MANNER WHATSOEVER, UNLESS HAVING FIRST OBTAINED THE ASSOCIATION'S EXPRESS WRITTEN CONSENT AND THEREAFTER COMPLYING STRICTLY WITH THE TERMS, CONDITIONS, AND PROVISIONS OF ANY SUCH WRITTEN CONSENT. EACH OWNER SHALL FOREVER HOLD HARMLESS AND INDEMNIFY DECLARANT, THE BOARD, THE ASSOCIATION, AND ALL OTHER OWNERS FROM ANY AND ALL LOSS, CLAIM, LIABILITY, EXPENSES, CAUSES OF ACTION OR DAMAGES WHATSOEVER CONNECTED WITH SAID OWNER'S DIRECT OR INDIRECT PUNCTURING, PIERCING, PERFORATING, OR OTHERWISE DAMAGING, IN ANY WAY, ANY PARTY WALL IN VIOLATION OF THIS PARAGRAPH.

4.3 Maintenance.

4.3.4 Duties of the Association.

4.3.4.1 The Association, all at Common Expense, acting by and through the Board, shall, in addition to those general and specific duties, responsibilities, and obligations elsewhere referenced in the Governing Documents or imposed upon it by law, have the following specific duties, responsibilities and obligations:

A. As may be necessary from time to time to maintain and operate the Townhome Buildings. The Association may adopt standards of maintenance and operation concerning the Townhome Buildings. In all events, however, the Townhome Buildings be maintained and operated in compliance with any and all governmental permits, rules, regulations, and requirements.

B. With regard to each Townhome Building, as may be necessary from time to time due to the ordinary wear and tear and customary usage of the Townhomes located within such Townhome Building, to perform general maintenance, pressure cleaning, and painting of all exterior portions thereof, including any carports, garages, garage doors, exterior doors, shutters, and facia, and any fences erected along Townhome Lot boundaries by Declarant or any Builder ("**Boundary Fence(s)**"), and further including caulking around Townhome Building windows prior to painting, as necessary. The maintenance responsibility of the Association concerning Townhome Buildings shall not extend to or include the glass in individual Townhome windows, and shall not include any screen enclosures, fences, patios, or other improvements constructed by or at the direction of an individual Owner, such improvements, at all times, shall be insured, maintained, repaired, and replaced.by the Owner of such improvements, at said Owners sole cost and expense, and pursuant to the terms hereof.

C. With regard to each Townhome Building, as may be necessary from time to time due to the ordinary wear and tear and customary usage of such roof, to maintain, repair, and/or replace, as necessary, each Townhome Building roof, including the roof deck, surface; flashings, and gutters, if any, and any exterior porch or garage roofs constructed or installed as part of the original construction of the subject Townhome Building. The maintenance, repair, and/or replacement responsibility

of the Association concerning Townhome Building roofs shall not include the roofs of any patios, screen enclosures, or other improvements constructed by or at the direction of an individual Owner; such improvements, at all times, shall be insured, maintained, repaired, and replaced by the Owner of such improvements, at said Owners sole cost and expense, and pursuant to the terms hereof.

D. As may be necessary from time to time due to the ordinary wear and tear, to perform general maintenance, repair, and/or replacement of structural components of Party Walls.

E. As may be necessary from time to time due to the ordinary wear and tear and customary usage of such sidewalks, to perform general maintenance, repair, replacement, and pressure cleaning of all sidewalks on any Townhome Lots, which sidewalks: (a) are not dedicated to the public or any governmental authority, and are not maintained by any governmental authority; and (b) are designed to and in fact connect and serve more than one Townhome Lot.

F. As may be necessary from time to time due to the ordinary wear and tear and customary usage of such driveways, to perform maintenance, repair, replacement, and pressure cleaning of all Townhome Lot driveways.

G. As may be necessary from time to time due to the ordinary wear and tear and customary usage of a Boundary Fence, to maintain, repair, and replace any Boundary Fence(s).

H. As may be necessary from time to time due to the ordinary wear and tear and customary usage of such irrigation equipment, to maintain, repair, and replace any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines, rain sensors, and time clocks, wherever located) serving any Townhome Lot and any property adjacent to such Townhome Lot and any property adjacent to such Townhome Lot for which the Owner thereof would otherwise be responsible for under the Governing Documents; provided, however, that the Association shall have no responsibility for any sprinklers or other irrigation equipment installed by the Owner or Tenant of any such Townhome Lot. In the event that the Association opts to master meter the irrigation system as to any Townhome Lots, then in addition to the foregoing obligations stated in this subsection, the Association shall be responsible for watering of Townhome Lots and the operation, maintenance, repair, and replacement of said irrigation system.

I. Periodic treatment for termites and for obtaining/maintaining a termite bond covering all exterior walls and foundations of all Townhome Buildings and related garages, provided, however, that the Association shall never be held liable or responsible if any such treatment, for any reason whatsoever, does not occur, or at any time proves to be or becomes ineffective.

J. Maintenance, repair, and replacement of any other components of any Townhome Building that is insured under the "Association Policy" (as that term is defined below) as of the time of such damage or casualty.

K. Regular and periodic maintenance, repair and replacement of the lawns and landscaping installed or planted by the Declarant Builder, and/or Association from time to time on a Townhome Lot, including lawn cutting, shrub and tree trimming, application of fertilizer and pesticides all in accordance with the standards and practices established by the Association from time to time.

4.3.4.2 The Association shall perform the foregoing maintenance, cleaning, repair, etc., as set forth in Section 4.3.4.1, pursuant to and in compliance with a schedule of maintenance that may be adopted from time to time by the Association to maintain the subject property and improvements in a manner consistent with this Declaration, the Planning Criteria, and the Rules and Regulations. The Association shall never have the obligation to, but reserves and shall always have the power, right, and authority to perform any of the aforementioned maintenance or other obligations set forth in Section 4.3.4.1 hereof to the extent such maintenance or other obligations are required, caused, or necessitated by or as a result of the willful misconduct, negligence, or other ,'activities not consistent with ordinary wear and tear or usage of the subject property or improvements, by any Owner or any member of such Owner's family, or of any Tenants, guests, or other invitees of said Owner. Notwithstanding anything in the foregoing to the contrary or otherwise, to the extent any maintenance, cleaning, repair, etc., or other obligations set forth Section 4.3.4.1 pertain to only a specific Townhome Lot or Townhome, or such maintenance, cleaning, repair, etc., or other obligations are performed or necessitated as a direct result of aforementioned willful misconduct, negligence, or activities not consistent with ordinary wear and tear or customary usage, then the Association's costs and expenses in connection with such maintenance, cleaning, repair, etc., or other obligations may be assessed as a Special Assessment or Individual Assessment against only such Owner and such Owner's Townhome Lot.

4.3.4.3 The Association shall never be responsible for any maintenance of, repairs to, or replacement of any, or modification added or made to a Townhome or upon a Townhome Lot after the conveyance of the Townhome Lot to the first Owner or grantee thereof following completion of any initial improvements thereon by Declarant or a Builder. Except as and to the extent expressly provided in this Section 4.3.4.3, maintenance, repairs; and replacement of or concerning each Townhome Lot and Townhome, including, but not limited to driveways serving said Townhome, any landscaping or improvements installed by the Owners or occupants of any Townhome Lot or Townhome, or otherwise, shall always be the sole responsibility, duty, and liability of the respective Owner. Any and all maintenance, repairs, and replacements of or concerning each Townhome Lot and Townhome shall at all times be performed in a manner consistent with this Declaration, the Planning Criteria, and the Rules and Regulations.

4.3.4.4 If maintenance, repair, or replacement of any component of a Townhome Building, Townhome Lot, or Townhome for which the Association is responsible hereunder is necessary due to intentional misconduct; negligence, or failure to comply with the terms of the Governing Documents, the Rules and Regulations, or applicable law, by an Owner (including, but not limited to, the members of said Owner's family, tenants or other occupants, guests, or invitees), the Association shall have' the right to assess the Owner's Townhome Lot for the cost of necessary maintenance, repair., or replacement, as a Special Assessment or Individual Assessment, to the extent insurance proceeds do not cover the cost of such work, and without compromise to the rights of subrogation of the insurer. The Association may, but is not required to, seek compensation for damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable with such party(ies).

4.3.5 Duties of the Owners.

4.3.5.1 Each Owner shall at all times properly care for and maintain, at the Owner's sole cost and expense, the interior of the improvements on its Townhome Lot and Townhome such as, without limitation: doors and windows; garage doors; plumbing; individual mailbox (if applicable); electrical, heat and air-conditioning systems serving the Townhome Lot and Townhome; interior finish work, such as sheetrock and drywall; routine maintenance of non-structural components of Party Walls; interior painting of Party Walls; and all other portions and components of the Townhome Lot and improvements thereon, including the Townhome, except those expressly required to be and actually

maintained by the Association pursuant to the terms hereof. Without limiting the generality of the foregoing, each Townhome Owner shall perform the following repairs and maintenance:

A. Each Owner shall be responsible for termite treatment of all interior walls of the improvements on its Townhome Lot and for obtaining and maintaining an annual termite bond with a properly licensed company doing business in Florida for the same.

4.3.5.2 To the extent any maintenance, repair, replacement, or other obligations described in this Section 4.3.5.2 is not performed by the subject Townhome Owner, the Association may (but is not required to) perform all or any part of such work, in which event the costs of doing so shall be assessed to said Owner and the Townhome Lot as an Individual Assessment. In addition to, but not in limitations of, the foregoing, if an Owner's failure to maintain, repair, or replace those portions of the Property (including said Owner's Townhome Lot and Townhome) that are said Owner's responsibility hereunder endangering or that will or may endanger the structural integrity of another Townhome or any Townhome Building, including, but not limited to, actual or potential water or other damage, the Association shall have the right (but is not required to) to enter and maintain, repair, replace, or otherwise address the subject defect or issue and charge the cost, plus an administrative fee of 15%, to the subject Owner as an Individual Assessment. The Association `shall give at least ten (10) calendar days' notice or, in an emergency, such notice (if any) as is reasonable under the circumstances.

4.3.6 Interpretation. From time to time, the Board may make and consistently apply reasonable rules interpreting the provisions of this Section 4 to determine which portions of the Property shall be maintained by the Association and which portions shall be maintained by the Owners. Notwithstanding anything in the foregoing to the contrary, the Association shall be responsible for performing, or causing to be performed, all maintenance to the Common Areas.

4.4 Insurance and Casualty Losses.

4.4.7 Association Policy. In addition to the other insurance required to be carried by the Association pursuant to the terms hereof, the Association shall obtain and maintain in full force and effect a policy or policies of property insurance insuring the structures of Townhome Buildings, including the internal structure of the Party Walls, for their full insurable value, if and to extent such insurance is available in the State of Florida, with a company holding a BEST's rated "A" or better, if feasible. Such policy is referred to herein as the "**Association Policy**". The Association Policy shall be a master property policy, and may be written on the ISO CP 00 10 property form, or industry equivalent, or other similar or replacement forms promulgated or available from time to time. The Association Policy may also be written to include the ISO CP 10 30 causes of loss special form property form, or industry equivalent, or other similar or replacement forms promulgated or available from time to time. If necessary or advisable, to avoid coinsurance penalties or otherwise, the Association Policy may include endorsements such as the ISO CP 14 20 Additional Property Not Covered endorsement, or industry equivalent, or other similar or replacement endorsement that would have a similar effect, if such endorsements are available. Any such endorsement shall have attached thereto a description of the property not covered by the endorsement of the Association Policy. If reasonably available, necessary or advisable, to avoid coinsurance penalties or otherwise, the Association Policy may also include blanket insurance, agreed value and/or ordinance or law coverage endorsements, The Association Policy shall provide for a reasonable deductible, in the discretion of the Board. The Association Policy shall be on such forms are approved for use in the State of Florida from time to time for similar developments, and Townhome Lot and its Mortgagee shall have the right to review the form of the Association Policy at the office of the Association upon reasonable request. The premiums for the Association Policy, and the amount of any deductible required to be paid in the event of a loss, shall be Common Expenses, except to the extent the Board determines any of such amounts should be deemed Special Assessments or Individual Assessments to be assessed against one or more Owners, Townhome

Buildings, or Townhome Lots. If and to the extent allowed under applicable law and available under applicable insurance rules and regulations, and with the purchase of endorsements, if necessary and available, the Association Policy shall include coverage for the primary structure of the Townhome Buildings, including the roof, exterior walls, Party Walls, interior load-bearing walls, floor structures (but not coverings), sheetrock and drywall, electrical wiring inside of walls and plumbing pipes inside the walls. The Association Policy shall not be required to cover items that are not structural elements of the Townhome Buildings. Without limiting the generality of the foregoing, the Association Policy shall not include coverage for: floor coverings (e.g., carpet, pad, tile, linoleum); wall coverings (e.g., paint, wallpaper); ceiling coverings (e,g., paint, popcorn, texture coating, drop ceilings); electrical fixtures (e.g., lighting, ceiling fans, chandeliers, switch/plug plates); appliances; water heaters; water filters; heating or air conditioning units or equipment; built-in cabinets and countertops (e.g., kitchen and bath); window treatments (e.g., curtains, drapes, blinds, hardware, and similar window treatment components); replacements of any of the foregoing which are located within the boundaries of a Townhome and serve only said Townhome; wear and tear and deterioration over time; faulty materials or workmanship; intentional acts; or damages for the loss of use of the subject Townhome Lot or Townhome.

4.4.8 Owners' Insurance.

4.4.8.1 In addition to, or a supplement to, the other insurance requirements of each Owner set forth in this Declaration concerning said Owner's Townhome Lot and Townhome, each Owner of a Townhome Lot and Townhome shall obtain and maintain at all times an ISO form HO-6 insurance policy endorsed to include: (a) Unit Owners Coverage A Special Coverage utilizing the ISO HO 17 32 form; and (b) personal liability insurance ((a) and (b), collectively, "**Owner's Policy**"). The Owner's Policy, at minimum, must provide coverage for: (x) the Owner's personal belongings/contents (e.g., furniture, clothing, etc.); (y) coverage commonly known as owners' additions and alterations or building coverage, endorsed to include replacement cost loss adjustment and special form perils of coverage, in an amount equal to at least one hundred percent (100%) of the full replacement value of the Townhome, and for the items therein such as: floor coverings (e.g., carpet, pad, tile, linoleum); wall coverings (e.g., paint, wallpaper); ceiling coverings (e.g., paint, popcorn, texture coating, drop ceilings); electrical fixtures (e.g., lighting, ceiling fans, chandeliers, switch/plug plates); appliances; water heaters; water filters; heating or air conditioning units or equipment; built-in cabinets and countertops (e.g., kitchen and bath); window treatments (e.g., curtains, drapes, blinds, hardware, and similar window treatment components); non-load-bearing walls; patios, screen enclosures, and any improvements constructed by or at the direction of an individual Owner; and replacements of any of the foregoing which are located within the boundaries of the subject Townhome and serve only said Townhome; and (z) personal liability coverage with minimum limits as required by Florida law, or as may otherwise be required by any Lender, to provide protection to the Owner for injuries or damages they may cause or be responsible for within or outside of their Townhome. Each Owner shall provide a certificate evidencing such insurance coverage to the Association: (i) prior to or upon acquisition of record title to the Townhome Lot; (ii) on or about each anniversary of Owner having become the fee simple owner of said Townhome Lot; and (iii) at any other time, from time to time, upon request of the Board. The Board may promulgate Rules and Regulations concerning the Owner's Policy requirement, coverage amounts, coverage types, deductibles, etc. The Owner's Policy shall name the Association as an additional interest utilizing the ISO HO 04 10 form, or industry equivalent, or other similar or replacement forms promulgated or available from time to time. In the event of any damage casualty loss, the Association shall be entitled to file a claim on such Owner's Policy for the cost of any repair or replacement to the Townhome Lot, Townhome or other improvements thereon, which is the Association's responsibility hereunder, and the subject Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Association shall be entitled to adjust with the insurance provider the amount of any proceeds payable to the Association and/or the Owner under the Owner's Policy, based upon the funds necessary to enable the subject Owner and Association to each repair and replace those portions of the Townhome Lot, Townhome, and other

improvements thereon which are their respective responsibilities, hereunder. In the event that an Owner fails to obtain and thereafter continuously maintain such Owner's Policy, or allows or permits such Owner's Policy to lapse the Association may, but shall not be obligated to, obtain such Owner's Policy on behalf of the Owner and/or the Association and assess the costs and expenses thereof to the Owner and .the Owner's Townhome Lot as a Special Assessment or an Individual Assessment.

4.4.8.2 In addition, or as a supplement to, the coverage provided by the Association Policy and the Owner's Policy, each Owner may and is encouraged to obtain such additional homeowners' and other property insurance as may be desired or required by the Owner to protect its property and interests. Any such insurance policies shall name the Association as an additional interest. Notwithstanding anything to the contrary set forth herein or otherwise, it is the absolute responsibility of each Owner to obtain property and liability insurance coverage with respect to its own Townhome Lot and Townhome so that the Owner is fully insured with respect to the full replacement value of the Townhome Lot, Townhome, and improvements thereon, and all of the Owner's furnishings and other personal property within the Owner's Townhome or on or about its Townhome Lot, whether pursuant to the Association Policy, the Owner's Policy, or other insurance coverage obtained by the Owner. The Association may (but is not required to) require the Owners to provide copies of any such Owners' policies to the Association upon request. The Association shall have no obligation, however, to assure, that any Owner obtains or maintains any such insurance coverages.

4.4.9 Disbursement of Proceeds; Repair and Reconstruction.

4.4.9.1 Notwithstanding anything to the contrary set forth herein or otherwise, in the event of casualty or damage to any Townhome insurance proceeds from any insurance benefitting, in favor of, or collected by or on behalf of the Association, shall be retained by and for the benefit of the Association and placed in a capital improvements account, unless all costs of repair or reconstruction of the subject Townhome Building(s) has first been paid, unless no repair or reconstruction of the subject Townhome Building(s) is or will be made, pursuant to the terms hereof, in which event, any proceeds remaining after making such settlement, as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. If required by law, this is a covenant for the benefit of any Eligible Holder and may be enforced by same.

4.4.9.2 If the damage or destruction a Townhome Building for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Voting Members, levy a Special Assessment against all Townhome Lot Owners on the same basis as provided for Annual Assessments; provided, if the damage or destruction involves Limited Common Area, only the Owners entitled to the use of the Limited Common Area shall be subject to Assessment therefor. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

4.5 Utility Lines and Systems; Utility Easements.

4.5.1 Declarant hereby reserves to itself (and its successors or assigns) for so long as the Declarant owns any of the property, and for the Association thereafter, the right to grant to any private company, public or private utility, or governmental authority providing utility and other services within the Property, including the individual Townhomes and Townhome Buildings, and the Common Area (collectively, "**Utility Providers**"), certain easements upon, over, under, across, and through the Property as are reasonably necessary from time to time for the sole purpose of maintaining, installing, repairing, altering, and operating any "Utility Lines and Systems" (as that term is defined below), as may be necessary, convenient, or desirable for the installation and maintenance of said utilities and providing services to

Owners, the Property, and Common Area, all pursuant to and in compliance with, all applicable permits, rules, and regulations of applicable governmental authorities (collectively, "**Utility Easements**"). All such Utility Easements shall be of a size, width, scope, and location as Declarant (or the Association, after Turnover), in its discretion deems best, but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon any Residential Property. Owners are expressly prohibited from directly or indirectly disturbing or otherwise interfering with the Utility Easements.

4.5.2 For purposes of this Declaration, the term "**Utility Lines and Systems**" shall mean and refer to any sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, fiber optics lines, electrical lines, power lies, telephone service, gas lines, syphons, valves, gates, pipelines, HVAC systems and ductwork, cable, television service, Internet service, alarm systems and all utility infrastructure, machinery and apparatus appurtenant to any of the foregoing, necessary or desirable to service the Property. Owners are expressly prohibited from directly or indirectly disturbing or otherwise interfering with any Utility Lines and Systems.

4.5.3 Any Utility Easement granted to any Utility Provider concerning any Utility Lines and Systems, which Utility Easement runs through, across, or under any Townhome Building ("**Benefited Townhome Building**"), shall also automatically be deemed an easement for reasonable access and use in favor of, and benefitting, the Association and each Townhome within said Benefitted Townhome Building, and in favor of, and benefitting, any other Townhome in any other Townhome Building which Townhome accesses said utility infrastructure or Utility Lines and Systems via the Benefitted Townhome Building.

4.5.4 Declarant hereby reserves for itself and grants to the Association, the individual Townhome Owners within a Townhome Building, utility providers providing service, and any all service or repair providers, a perpetual blanket easement for the provision of utility services, operation, maintenance, repair and replacement of all Utility Lines and Systems ("**Townhome Utility Easements**"), which Townhome Utility Easement shall be located: (y) within the designated (or to be, designated) utility chases under, attached to, through, or within each Townhome and servicing one or more Townhomes within a Townhome Building, as such chases are located and designated on any approved plat or site and/or building/construction plans for the Property, any Townhome Building, or any Townhomes; and (x) under or through each Townhome Lot (i.e., generally in the front of or in the back/rear of the Townhome located on said Townhome Lot), via the designated (or to be designated) conduit, piping, or direct-bury (or other) method, as necessary to service said Townhome (through the Townhome's garage or otherwise) and to service any other Townhomes located within the same Townhome Building, as such conduit, piping, or direct-bury (or other) method are located and designated on any approved plat or site and/or building/construction plans for the Property, any Townhome Building, or any Townhome. Townhome Owners are expressly prohibited from directly or indirectly disturbing or otherwise interfering with the Townhome Utility Easements.

4.5.5 Declarant further reserves for itself and grants to the Association, the individual Townhome Owners within a Townhome Building, service or repair providers, and utility providers providing service, a perpetual blanket easement for HVAC systems, electrical/gas/water meters and other electrical, gas, and water equipment, mounted on the end of any Townhome Building and benefiting one or more Townhomes within the particular Townhome Building. To the extent the mounted systems, equipment, and meters are not located on Common Area, the owner of the individual Townhome where the systems, equipment, and meters are located, is specifically taking title subject to the foregoing easements for access, repair, use, maintenance, replacement, operation, and installation granted to each individual Townhome Owner within any particular Townhome Building, the Association, utility providers,

and service or repair providers. The easements granted in this Section 4.5.5, are further subject to the rights and obligations set forth in Section 4.5.6, directly below.

4.5.6 As they relate to servicing each Townhome within a Townhome Building, all Utility Providers shall install, operate, maintain, and repair, as applicable, the subject Utility Lines and Systems, including all infrastructure, meters, machinery, and apparatus appurtenant thereto: (i) within designated utility chases under, attached to, or within the Townhome, and serving one or more Townhomes within the subject Townhome Building; (ii) under or through each Townhome Lot via the designated conduit, piping, or direct-bury (or other) method, and servicing said Townhome and servicing any other Townhomes located within the same Townhome Building; (iii) mounted to the exterior of, or adjacent to, the Townhome Building, and serving one or more individual Townhomes within the subject Townhome Building; and/or (iv) within the concrete slab foundation of each Townhome Building and serving one or more Townhomes within the subject Townhome Building and "daylighting" into each Townhome under such Townhome. Further, said Utility Easement granted pursuant to Section 4.5.5 directly above, and as set forth in this Section 4.5.6, shall include the right of the subject Utility Providers, in a reasonable manner and at reasonable times, to access such utilities described above from garage areas in each Townhome Building or Townhome.

4.5.7 No Utility Provider shall disrupt, interfere with, or damage the Lines and Systems of another Utility Provider without the prior written consent of such other Utility Provider, and in the event of any such disruption, interference or damage, whether consented to or not, the disrupting, interfering or damaging Utility Provider shall be responsible for all costs and expenses incurred by the other Utility Provider or otherwise in connection with the disruption or repair and/or replacement of such affected Utility Lines and Systems, and shall release, indemnify, defend, and hold Declarant, the Association, and all affected Owners harmless from any and all costs, liabilities, claims, and expenses incurred in connection with the disruption, interference or damage to such affected Utility Lines and Systems.

4.5.8 Notwithstanding the foregoing, Declarant hereby reserves to itself (and its respective successors or assigns) for so long as the Declarant owns any portions of the Property, and the Association thereafter, the right to amend, replace, or restrict the location or parameters of the Utility Easements, the Townhome Utility Easements, and any other easements granted or reserved pursuant to this Section 4, without the joinder and consent of the Owners or other Members, provided none of the foregoing unreasonably interfere with the use of any improvements which are now, or will be, located upon any Residential Property.

4.6 Stormwater Easement. As to each Townhome, the easements reserved or granted in this Declaration concern the Stormwater Management System expressly includes perpetual easements under or through each Townhome Lot, via the designated (or to be designated) piping, catch basins, facilities, and apparatus, as necessary, desirable, or convenient to provide stormwater drainage to, from, and between the courtyards of any Townhomes, Townhome Lots, and Townhome Buildings, and to allow said stormwater drainage to connect and flow into the Stormwater Management System.

4.7 Conflict. In the event of any conflict between the terms, agreements, or provisions of this Section 4 and the other terms, agreements, or provisions of this Declaration, the terms, agreements, or provisions of this Section 4, in all instances, shall control as necessary to resolve such conflict.

5. **Amendment**.

5.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever.

No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 24.2 which benefits SJRWMD. No amendment shall be effective until it is recorded in the Public Records.

5.2 No Vested Rights. Each Owner by acceptance of a deed to a Home or Lot irrevocably waives any claim that such Owner has any vested rights prohibiting amendments, pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents. It is expressly intended that Declarant and the Association have the broad right to amend this Declaration and the other Governing Documents, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein.

5.3 Amendments Prior to the Turnover. Prior to the Turnover, and pursuant to all applicable ordinances of City, including, Section 34-173(e) (Required Exhibits; Deed Restrictions) of the City code, Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records and except as otherwise provided herein. Such amendments may include, without limitation (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of the Community; (ii) additions or deletions from the Community and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in maintenance, repair and replacement obligations; and (v) modifications of the use restrictions for Homes. Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Declarant may create easements over, under and across Lots conveyed to Owners provided that such easements do not prohibit the use of Homes on such Lots as residential dwellings. In the event the Association shall desire to amend this Declaration prior to the Turnover, the Association must first obtain Declarant's prior written consents to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover Date. Declarant shall join in such identical amendment so that their consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

5.4 Amendments after the Turnover. After the Turnover, and pursuant to all applicable ordinances of City, including, Section 34-173(e) (Required Exhibits; Deed Restrictions) of the City code, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum.

5.5 Compliance with HUD, FHA, VA, FNMA, GNMA and SJRWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant may unilaterally amend this Declaration, from time to time, if such amendment is necessary (a) to bring any provision into compliance with applicable governmental statute, rule, regulation or judicial determination; (b) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, HUD, FHA, VA, FNMA, GNMA, to make, purchase, insure, or guarantee mortgage loans on the Lots; or (c) to satisfy the requirements of any local, state or federal governmental agency, including SJRWMD. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend this Declaration, from time to time, if such amendment is

necessary (a) to bring any provision into compliance with applicable governmental statute, rule, regulation or judicial determination; (b) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, HUD, FHA, VA, FNMA, GNMA, to make, purchase, insure, or guarantee mortgage loans on the Lots; or (c) to satisfy the requirements of any local, state or federal governmental agency, including SJRWMD. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

6. **Annexation and Withdrawal**.

6.1 Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of the Community by Declarant. Except for applicable governmental approvals (if any) and the consent of the owners of such land, no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners or any Lenders). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of the Community. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Except as otherwise provided herein, prior to the Community Completion Date, only Declarant may add additional lands to the Community.

6.2 Annexation by the Association. After the Community Completion Date, and subject to applicable governmental approvals (if any) and the consent of the owners of such land, additional lands may be annexed with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum.

6.3 Withdrawal. Prior to the Community Completion Date, any portions of the Community (or any additions thereto) may be withdrawn by Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Declarant to withdraw portions of the Community shall not apply to any Lot that has been conveyed to an Owner or Builder unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner or Builder is obtained. Except as provided in this paragraph below, the withdrawal of any portion of the Community shall not require the consent or joinder of any other party (including, without limitation, the Association, Owners, or any Lenders). The Association shall have no right to withdraw land from the Community.

6.4 Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Section 5.4 shall be effective upon recording in the Public Records, unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and Assessment liability in accordance with the provisions of the Supplemental Declaration and this Declaration.

7. **Dissolution**.

7.1 Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage

the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event the Association is dissolved, other than incident to a merger or consolidation, the SWMS shall be conveyed to SJRWMD or an appropriate agency of local government and, if not accepted by such agency, the SWMS shall be dedicated to a similar non-profit corporation. If the Association ceases to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the SWMS in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility.

7.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, the Community and each Lot therein shall continue to be subject to the provisions of this Declaration, including without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section only shall apply with regard to the maintenance, operation, and preservation of those portions of the Community that had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

8. **Binding Effect and Membership**.

8.1 Term. Subject to the Declarant's right to amend this Declaration prior to the Turnover Date and the Association's right to amend this Declaration after Turnover, the covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a minimum of thirty (30) years from the date this Declaration is recorded in the Public Records. After the initial 30-year period, the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless within the ninety (90) day period preceding the end of the initial 30-year period, or each successive 10-year period, an instrument signed by the Members holding at least seventy-five (75%) of the total Voting Interests, agreeing to terminate this Declaration, has been recorded in the Public Records.

8.2 Transfer. The transfer of the fee simple title to a Home or Lot, whether voluntary or by operation of law, terminating an Owner's or Builder's title to that Home or Lot, shall terminate the rights to use and enjoy the Common Areas and shall terminate such Owner's or Builder's membership in Association. An Owner's or Builder's rights and privileges under this Declaration are not assignable separately from a Lot. The record title owner of a Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. The transferor of any Lot, whether a Builder or any Owner, shall remain jointly and severally liable with the transferee for all obligations pursuant to this Declaration that accrue prior to the date of such transfer, including without limitation, payment of all Assessments accruing prior to the date of transfer.

8.3 Membership and Voting Rights. In addition to the Declarant, upon acceptance of title to a Lot, and as more fully provided in the Articles and Bylaws, each Owner and Builder shall be a Member of the Association. Membership rights are governed by the provisions of this Declaration, the Articles and Bylaws. Membership shall be an appurtenance to, and may not be separated from the ownership

of a Lot. Declarant rights with respect to membership in the Association are set forth in this Declaration, the Articles and Bylaws. The Association shall have the following two (2) classes of voting membership:

8.3.1 Class A Members. Class A Members shall be all Owners and Builders. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be Members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

8.3.2 Class B Member. Declarant shall be the Class B Member and shall be entitled to nine (9) votes for each Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration, Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. The Class B Membership shall terminate on the Turnover Date. Upon termination of the Class B Membership, Declarant shall be a Class A Member entitled to one (1) vote for each Lot owned. Turnover by the Declarant shall occur on the Turnover Date at a meeting held for the purpose of electing a majority of the Association's Board of Directors. No more than sixty (60) days and no less than thirty (30) days prior to the meeting, the Association shall notify in writing all Class A members of the date, location, and purpose of the meeting. Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

8.3.2.1 When ninety percent (90%) of the total Lots that will ultimately be contained within the Community and operated by the Association are conveyed to Owners; or

8.3.2.2 When the Declarant makes the election, in its sole and absolute discretion, to give written notice to the Association of its decision to cause the Turnover to occur.

8.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with the Association. All provisions of this Declaration and other Governing Documents shall apply to both such Owner and the designated occupants.

8.5 Voting Interests. Voting Interests in the Association are governed by this Declaration, the Articles and Bylaws.

8.6 Document Recordation Prohibited. Neither the Association nor any Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of Declarant or conflict with the provisions of this Declaration or the other Governing Documents.

8.7 Conflicts. In the event of any conflict among this Declaration, the Articles, the Bylaws or any of the other Governing Documents, this Declaration shall control.

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9. **Paramount Right of Declarant**. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of the Community for various public purposes or for the provision of Telecommunications Systems, or to make any portions of the Community part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of the Community. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME, WITHOUT NOTICE AND AT ITS DISCRETION.

10. **Common Areas**.

10.1 General. The Common Areas shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. Declarant shall have the right to use and access the Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to the Association. Prior to the Community Completion Date, Declarant reserves the absolute right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion without notice.

10.2 Construction of Common Areas Improvements. Except as otherwise provided herein, Declarant shall be the sole judge of the composition of any Common Areas. Prior to the Community Completion Date, Declarant reserves the absolute right to construct additional Common Areas within the Community, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Declarant is not obligated to, nor has it represented that it will construct any Common Areas. Declarant is the sole judge of the Common Areas, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes or changes or modifications to any of them.

10.3 Use of Common Areas by Declarant. Until the Community Completion Date, Declarant shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by Declarant.

10.4 Conveyance.

10.4.1 Generally. The Common Areas may be designated by the Plat, created in the form of easements or conveyed to the Association by quitclaim deed, or other instrument of conveyance, as determined by the Declarant in its sole and absolute discretion. Association shall pay all costs of the conveyance at the Declarant's request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby indemnify and hold Declarant harmless on account thereof. Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. Association shall accept any and all transfer of permits from Declarant, or any other permittee, of any permit required by a governmental agency in connection with the development of the Community, as modified and/or amended. The Association shall cooperate with

Declarant, or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits to the Association. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of each Owner and Builder granting access to their respective Lots.

10.4.2 Common Area Reservations. The Common Areas (if any) shall be subject to the following provisions:

10.4.2.1 intentionally deleted;

10.4.2.2 matters reflected on the Plat;

10.4.2.3 perpetual non-exclusive easements in favor of Declarant, its successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of improvements, utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. These easements shall run in favor of Declarant, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

10.4.2.4 all restrictions, easements, covenants and other matters of record;

10.4.2.5 in the event the Association believes that Declarant shall have failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law, or the Common Areas conveyed herein are defective in any respect, the Association shall give written notice to Declarant detailing the alleged failure or defect. Once the Association has given written notice to Declarant pursuant to this Section, the Association shall be obligated to permit Declarant and their agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. The Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant; and

10.4.2.6 a reservation of right in favor of Declarant (so long as Declarant owns any portion of the Community) to require the Association to re-convey all or a portion of the Common Areas by quitclaim deed in favor of Declarant in the event that such property is required to be owned by Declarant for any purpose, including without limitation, the reconfiguration of any adjacent property by replatting or otherwise. To the extent legally required, each Owner shall be deemed to have granted to Declarant and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

10.5 Operation after Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Turnover, the approval of (a) a majority of the Board and (b) the consent of Declarant, or (ii) from and after the Turnover, approval of (x) a majority of the Board and (y) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the Members of the Association at which there is a quorum.

10.6 Paved and Concrete Common Areas. The Common Areas may contain certain paved and concrete areas. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, including but not limited to, parking areas, pathways, bicycle paths, and sidewalks, if any. Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses of the Association. The Association shall determine periodically the scope of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work.

10.7 Delegation. Once conveyed or dedicated to the Association, the Common Areas and improvements located thereon shall at all times be under the complete supervision, operation, control, and management of the Association. Notwithstanding the foregoing, the Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Further, in the event that Common Area is created by easement, the Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

10.8 Use.

10.8.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners and Builders on a non-exclusive basis in common with other Owners persons, entities and corporations (who may, but are not required to be members of the Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Declarant, and thereafter, the Association has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, entities, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

10.8.2 Right to Allow Use. Declarant and/or the Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, the Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written consent of Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

10.8.3 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Association.

10.8.4 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Community; and (v) design of any portion of the Community. Each Owner expressly indemnifies and agrees to hold harmless Declarant, Builders and Association, and all employees, directors, representatives, officers, agents and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THE COMMON AREAS AND AREAS IN THE VICINITY OF THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, BEARS AND FOXES. DECLARANT, BUILDERS, AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

10.8.5 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Declarant, Builders, the Association, and their officers, partners, agents, employees, affiliates, members, shareholders, directors, supervisors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the retention/detention areas within the Community by Owners, and their guests, tenants, family members, invitees, or agents. Should any Owner bring suit against the Declarant, Builders, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

10.8.6 Retention/Detention Areas. NEITHER THE BUILDERS, THE DECLARANT, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN THE COMMUNITY; PROVIDED, FURTHER, NEITHER THE BUILDERS, THE DECLARANT, THE, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE BUILDERS, THE DECLARANT, AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY DECLARANT, BUILDERS, OR THE ASSOCIATION THAT WATER LEVELS OR RETENTION/DETENTION AREAS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. BUILDERS, DECLARANT, AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN THE COMMUNITY.

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10.9 Rules and Regulations.

10.9.1 Generally. Prior to the Turnover, Declarant, and thereafter the Association, shall have the right from time to time to adopt, and/or amend, Rules and Regulations governing the use of the Common Areas. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder. The Association shall have the right to adopt and enforce Rules and Regulations applicable to the Common Areas and shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations.

10.9.2 Declarant and Builders Not Subject to Rules and Regulations. Intentionally deleted.

10.9.3 Assignment to Builders. Intentionally deleted.

10.10 Public Facilities. The Community may include one or more public facilities. Notwithstanding the foregoing sentence, all roadways within the Community shall be private roadways and shall be owned maintained by the Association.

10.11 Default by Owners. No default by any Owner in the performance of the covenants and promises contained in this Declaration shall be construed or considered (i) a breach by Declarant or Association of any of their promises or covenants in this Declaration; (ii) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (iii) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

10.12 Special Taxing Districts. For as long as Declarant controls the Association, Declarant shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of the Community to a special taxing district, or a public agency or authority under such terms as Declarant deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, entrance features, roads, landscaping, irrigation areas, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Declarant, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of City and all other applicable governing entities having jurisdiction with respect to the same.

10.13 Association's and Owner's Obligations to Indemnify. Intentionally deleted.

11. **Maintenance by the Association**.

11.1 Common Areas and Area of Common Responsibility. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair and replace the Common Areas and Area of Common Responsibility, including all improvements placed thereon.

11.2 Adjoining Areas. Except as otherwise provided herein, the Association shall maintain those drainage areas, swales, parking areas, water body slopes and banks, and landscape areas that are within the Common Areas and/or Area of Common Responsibility; provided, that, such areas are readily

accessible to the Association. Under no circumstances shall the Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot.

11.3 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas or any Lot necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas through or under an Owner, shall be borne solely by such Owner and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of the ACC. Further, an Owner shall be responsible for all costs of maintenance, repair or construction of any portion of the drainage facilities located on such Owner's Lot if such repair maintenance or construction is necessitated by the negligent or willful acts of an Owner or such Owner's tenants, family members, guests and invitees.

11.4 Right of Entry. Declarant and the Association are granted a perpetual and irrevocable easement over, under and across all of the Community for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any construction, installation, maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, Declarant, for itself and on behalf of Builders, specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Declarant may construct, maintain, repair, alter, replace and/or remove improvements, install landscaping, install utilities, and/or remove structures on any portion of the Community if Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

11.5 Maintenance of Property Owned by Others. Association shall, if designated by Declarant (or by the Association after the Community Completion Date) by amendment to this Declaration or any document of record, maintain landscaping, irrigation systems, community identification/features and/or other areas or elements designated by Declarant (or by the Association after the Community Completion Date) upon areas that are within or outside of the Community. Such areas may abut, or be proximate to, the Community and may be owned by, or be dedicated to others including, but not limited to, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (for example and not in limitation) parks, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the members of the

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Association or to amend the foregoing if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

12. **Maintenance by Owners**. All Lots and Homes, including without limitation, all lawns, landscaping, irrigation systems, driveways, walkways and any property, structures, improvements and appurtenances not maintained by the Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the Community Standards, by the Owner of the applicable Lot or Home. Each Owner is specifically responsible for maintaining all grass, landscaping, trees, improvements and paved surfaces within any portion of a Lot, including limbs and roots of trees which may emanate from other Lots or Common Areas. No tree installed by the Declarant or any Builder on any Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing the Community and the prior written approval of the ACC has been obtained. If any such tree dies, such tree shall be replaced by the Owner of the Lot upon which the tree was located, at the Owner's expense, by a similar tree of similar size in diameter and after the Owner obtains the prior written approval of the ACC. No other objects or landscaping may be installed in place of any such trees. In the event Lots and Homes are not maintained by the record title owner of the Lot in accordance with the requirements of this Section 12, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the Owner.

12.1 Landscape Maintenance. Notwithstanding any other provision of this Declaration to the contrary, the Association shall have the responsibility for the maintenance of landscaped areas within any Common Area, including without limitation, any landscaping buffers. The Owner of each such Lot shall be responsible for the repair, replacement and maintenance of the irrigation and all landscaped areas and other improvements within any portion of the Lot. Any such repair, replacement and maintenance shall be consistent with the Landscape Maintenance Standards set forth in this Declaration.

12.2 Right of the Association to Enforce. Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section 12. In the event an Owner does not comply with this Section 12, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. The Association shall have the right to enforce this Section 12 by all necessary legal action. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 12, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

12.3 Landscape Maintenance Standards. The following maintenance standards (the "Landscape Maintenance Standards") apply to landscaping within all Lots:

12.3.1 Trees. Trees are to be pruned as needed and maintained with the canopy no lower than eight feet (8') from the ground.

12.3.2 Shrubs. All shrubs are to be trimmed as needed.

12.3.3 Grass.

12.3.3.1 Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall lawns within any Lot be in excess of five inches (5") in height.

12.3.3.2 Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

12.3.4 Mulch; Rock. Mulch and/or landscaping rock (e.g. river rock, lava rock) shall be permitted to be used in landscaped areas and shall be replenished as needed on a yearly basis.

12.3.5 Insect Control and Disease. Insect control and disease shall be performed on an as needed basis. Failure to do so could result in additional liability if the disease and insect spread to neighboring Lots and Common Areas. Dead grass shall be removed and replaced within thirty (30) days of dying. If the City code or SJRWMD regulations require a particular type of grass (including without limitation, Bahia grass) in the rear yards, it shall remain as the required type of grass and if it dies, may only be replaced with that type of grass, unless the prior written approval of the ACC is obtained.

12.3.6 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed according to best management practices for lawn and landscape as provided by UF/IFAS Brevard County Extension Service (if any) or The University of Florida IFAS Extension Service. If neither the UF/IFAS Brevard County Extension Service nor The University of Florida IFAS Extension Service promulgates such best management practices, then the Board of Directors shall adopt similar best management practices.

12.3.7 Irrigation. Every Owner shall be required to install, operate, maintain, repair and replace, as necessary, an automatic underground irrigation system to irrigate the grass and landscaping located on their Lot and the Owner Maintained Right-of Way in a routine and ordinary manner, as may be permitted by SJRWMD and/or City regulations, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. Watering and irrigation, including the maintenance, repair and replacement of irrigation facilities and components will be the sole responsibility of the record title Owner of the respective Lot. Sprinkler heads shall be maintained on a monthly basis. Water spray from sprinklers shall not extend beyond any property line of the respective Lot plus any adjacent Owner maintained right-of-way. Lots shall be consistently irrigated to maintain a green and healthy lawn at all times. Automatic sprinkler systems shall not cause water to run onto neighboring Lots, walkways, streets or the like and shall include a timing system to limit hours of operation. All components of the irrigation system, clock, pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation. Notwithstanding the provisions of this Section 12.3.7 to the contrary, if the rear yard of a Lot is sodded with bahia grass, an Owner shall not be required to install an automatic underground irrigation system in the rear yard of the Owner's Lot; however, the Owner will be required to maintain the lawn and landscaping in the rear yard to the Community Standards.

12.3.8 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, sidewalks and expansion joints shall be removed as needed. Chemical treatment is permitted.

12.3.9 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day where accumulated, cut or pulled.

12.4 Modification to Landscaped Areas. Without the prior written consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from the Community and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse the Association, as an Individual Assessment, for all

expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the SWMS. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC, provided, however, that the installation of outdoor lighting in and around the pool and/or lanai area shall be permitted without the prior written approval of the ACC.

12.5 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. No refuse or unsightly objects shall be allowed to be placed or allowed to remain upon any Lot.

12.6 Paved and Concrete Surfaces. Each Owner shall be responsible to timely repair, maintain and/or replace the driveways, walkways, sidewalks, including without limitation brick pavers, and other paved, stone, concrete or similar impervious surfaces comprising part of a Lot. In the event the County or any of its respective subdivisions, agencies, and/or divisions must remove any portion of the paved, stone, concrete or similar surfaces located within an Owner's Lot for the installation, repair, replacement or maintenance of utilities, then the Owner of the applicable Lot will be responsible to replace or repair the paved or concrete surfaces at such Owner's expense. In the event an Owner does not comply with this Section 12.6, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment.

12.7 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Declarant, Builders and the Association shall not have liability under such circumstances for any damage or loss that an Owner may incur in the event an Owner fails to maintain their Homes in accordance with this provision. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER LESSEE, OCCUPANT, FAMILY MEMBER, GUEST OR INVITEE, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED DECLARANT FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

12.8 Water Mains. In the event the County or any of its subdivisions, agencies, and/or divisions must remove any portion of an Owner's driveway, then the Owner of such driveway shall be responsible to replace or repair the driveway at such Owner's expense, if such expenses are not paid for by the County. In the event an Owner does not comply with this Section 12.8, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section 12.8.

12.9 Exterior Home Maintenance. Each Owner is solely responsible for the proper maintenance and cleaning of the exterior walls of his or her Home. Exterior walls of some or all of the Homes may be improved with a finish material composed of stucco or cementitious coating (collectively, "Stucco/Cementitious Finish"). While Stucco/Cementitious Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Stucco/Cementitious Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the stucco application. This is normal behavior and considered a routine maintenance item for the Owner. Each Owner is responsible to

determine if the exterior walls of his or her Home have a Stucco/Cementitious Finish and, if so, to inspect the Stucco/Cementitious Finish to the exterior walls for cracking and engage a qualified professional to seal those cracks and repair the affected area. In addition, each Owner is responsible for inspecting the exterior paint and caulk material in the exterior wall system openings (i.e., windows, doors, hose bibs, etc.) for peeling, cracking or separating. If the inspection reveals any such items, the Owner is responsible for engaging a qualified professional to clean, repair, re-caulk and repaint those areas of the Home. Each Owner is responsible for all maintenance and repairs described in this Section 12.9, and they should be completed in a timely and periodic fashion to prevent any damage to the Home.

12.10 Right of Way. Each Owner of a Lot shall be responsible for the costs, charges and expenses incurred in connection with (a) the irrigation, maintenance and replacement of the grass and landscaping and (b) the installation, maintenance, repair and replacement of irrigation facilities, located in the public right-of-way immediately adjacent to such Owner's Lot (the "Owner Maintained Right-of-Way"). Every Owner shall be required to irrigate the grass and landscaping located in the Owner Maintained Right-of-way in a routine and ordinary manner and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. No tree installed by the Declarant or any Builder in the Owner Maintained Right-of-Way shall be felled, removed, or cut down by the Owner, unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing the Community, and after obtaining the written approval of the ACC; however, the Owner responsible for maintaining the Owner Maintained Right-of-Way shall have the right, but not the obligation, at such Owner's sole cost and expense, to trim and maintain any trees located in the Owner Maintained Right-of-Way in accordance with the Landscape Maintenance Standards.

13. **Use Restrictions**. Except as otherwise provided in this Declaration, the following Use Restrictions shall apply to all Lots within the Community:

13.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

13.2 Animals. No animals of any kind shall be raised, bred or kept within the Community for commercial purposes; provided, however, Owners may keep domestic pets as permitted by City ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Pets permitted in accordance with this Section 13.2 may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Lot. No pet or animal shall be "tied out" on the exterior of the Home or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet.

13.3 Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

13.4 Vehicles. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Builders or their subcontractors, suppliers, consultants or agents.

13.4.1 Parking. Owners' automobiles shall only be parked in the garage or driveway of the respective Owner's Lot and shall not block the sidewalk. Notwithstanding the foregoing sentence, all roadways within the Community shall be private roadways and shall be maintained and regulated by the Association. No vehicles of any nature shall be parked on any street within the Community or on any other areas within the Community, except on designated paved parking areas. Vehicles shall not park on the sidewalks or other paved surfaces comprising the Common Area, except in designated parking areas, if any. To the extent the Community has any guest parking, Owners and Lessees and Immediate Family Members are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in the Community except during the period of a delivery of goods or services. Any violations of this Section 13.4.1 shall be subject to fines as provided in Section 19.6, in addition to any other penalties imposed by applicable governmental authority.

13.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on the Community for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within the Community, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

13.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, boat, watercraft, trailer, including without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within the Community except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks or other such equipment attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within the Community. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No ATV or mini motorcycle may be parked or stored within the Community, including on any Lot, except in the garage of a Home. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Builders, or their subcontractors, suppliers, consultants or agents.

13.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Notwithstanding the foregoing sentence, all roadways within the Community shall be private roadways and shall be owned maintained by the Association. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot or Common Areas that are in

violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting.

13.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with Section 14.2.2 of this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as originally constructed or with such modifications as are approved by the ACC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

13.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant and/or Builders, administrative offices of Declarant and/or Builders, no commercial or business activity shall be conducted within the Community, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of the Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of Declarant.

13.7 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes and/or Lots within the Community. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN THE COMMUNITY AND THE RESIDENTIAL ATMOSPHERE THEREOF.

13.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

13.9 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, or flagpoles shall be installed or placed within or upon any portion of the Community without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing after October 1st and shall be removed by November 5th and commencing the week before Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights and decorations. The ACC may require the removal of any lighting or decorations that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through the Community). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2024), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC.

13.10 Disputes as to Use. If there is any dispute as to whether the use of any portion of the Community complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by the Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

13.11 Drainage System. Drainage systems and drainage facilities may be part of the Common Areas and/or Lots. Once drainage systems or drainage facilities are installed by Declarant, the maintenance of such systems and/or facilities thereafter located within the boundary of a Lot shall be the responsibility of the Association; however, the Association shall have any responsibility for landscaping maintenance, including but not limited to lawn mowing, and the Owner of any such Lot shall be required to maintain such Lot in accordance with the provisions of Section 12 of this Declaration. In the event that such drainage systems or drainage facilities (whether comprised of swales, pipes, pumps, water body slopes, or other improvements) are adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage systems and/or facilities shall be the responsibility of the Owner of such Lot containing all or a part of such drainage systems and/or drainage facilities. By way of example, and not of limitation, if the Owner of one Lot plants a tree on such Owner's Lot (pursuant to ACC approval), and the roots of such tree subsequently affect pipes or other drainage facilities within another Lot, the Owner of the Lot upon which the tree is located shall be solely responsible for the costs of removal of the roots which adversely affect the adjacent Lot. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION, BUILDERS AND DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

13.12 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) removing all removable furniture, plants and other objects from outside the Home and (ii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. Neither Association nor Declarant shall have any responsibility of any nature relating to any unoccupied Home.

13.13 Fences/Walls/Screens. No walls or fences shall be erected or installed without prior written consent of the ACC and if approved by the ACC shall be constructed of white vinyl or black aluminum. No chain link fencing of any kind shall be allowed. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences must be in compliance with the Community Standards. In the event a fence is installed within a drainage easement area, with prior written ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed for repairs. In addition to ACC approval, Owner must obtain, at his or her own cost and expense, an agreement in writing executed by the Association approving such fence, which agreement may be recorded in the Public Records by the Association in its sole and absolute discretion. All screening and screened enclosures shall have the prior written approval of the ACC and shall be in compliance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and all decks shall have the prior written approval of the ACC.

13.14 Fuel Storage. No fuel storage shall be permitted within the Community, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices. all fuel tanks shall either be underground or surrounded by appropriate landscaping or screening.

13.15 Garages. Each Home must at a minimum include a two (2) car garage. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

13.16 Garbage Cans. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from outside the Home or Lot. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up.

13.17 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC and shall match the color or trim of the Home and be of a neutral color. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

13.18 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining within the Owner's Lot. Declarant may utilize a computerized loop system to irrigate the Common Areas. Any computerized loop irrigation system that is not specifically the maintenance obligation of the Association or an Owner, shall be the maintenance obligation of the Association and is deemed part of the Common Areas.

13.19 Laundry. Subject to the provisions of applicable Florida law, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline.

13.20 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of the Community. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of the Community shall be the same as the responsibility for maintenance and repair of the property concerned.

13.21 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section13.21. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association no later than one week prior to the commencement of the term thereof. No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship. All Lease Agreements shall include a renter's (or tenant's) insurance clause, as permitted by Florida law, and an acknowledgment by the tenant that the tenant and all occupants of the leased Home are bound by and obligated to comply with the Governing Documents and that the tenant has received a copy of the Governing Documents. The Association may require that the Lease Agreement contain an addendum

approved by the Association. The Owner shall be responsible for providing a copy of the Governing Documents to the tenant prior to execution of the Lease Agreement and shall monitor enforcement and compliance with the Governing Documents by the tenant. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to the Governing Documents. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same (including, without limitation, attorneys' fees, paraprofessional fees and court costs) shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single-family residence. Each leased Home shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

13.22 Mailboxes and Lampposts. No mailboxes or lampposts shall be installed on any Lot or other location as required by the rules and regulations of the United States Postal Service without the prior written consent of the ACC. The ACC shall have the right to require that all mailboxes and lampposts shall be of one particular type or design specified by the ACC so long as such designated type or design, in the case of mailboxes, meets the rules and regulations of the United States Post Service.

13.23 Minimum Square Footage. Homes shall be a minimum of one thousand three hundred forty eight (1,348) square feet. Square footage minimums required in this Section 13.23 refer to total square footages under roof, not heated and cooled square footages.

13.24 Minor's Use of Common Areas. Adults shall be responsible for all actions of their minor children at all times in and about the Community. Neither Declarant nor Association shall be responsible for any use of the Common Areas, by anyone, including minors.

13.25 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of the Community is permitted. No firearms shall be discharged within the Community. Nothing shall be done or kept within the Common Areas, or any other portion of the Community, including a Home or Lot which will increase the rate of insurance to be paid by the Association.

13.26 Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

13.27 Paint. The exterior of Homes shall be repainted within forty-five (45) days of notice by the ACC to the Owner of the applicable Lot.

13.28 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of the Community, which is unsightly or which interferes with the comfort and convenience of others.

13.29 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of the Community, change the elevation, grade, slope or drainage characteristics of the land within the Community, or plant landscaping which results in any permanent change in the flow and drainage of surface water within the Community. Owners may place

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additional plants, shrubs, or trees within any portion of the Community within their respective Lots with the prior written approval of the ACC.

13.30 Swimming Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the ACC; (iii) pool enclosures must be of a design, color and material approved by the ACC and shall be no higher than twelve feet (12') unless otherwise approved by the ACC; and (iv) pool enclosures shall in no event be higher than the roof line of the Home. Pool enclosures shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Declarant or a Builder, no diving boards, slides, or platforms shall be permitted without ACC approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the community streets, or into any water bodies within the Community or adjoining properties.

13.31 Roofs, Driveways and Pressure Cleaning. Roofs, exterior surfaces and/or pavement, including, but not limited to, walkways, drives, and driveways located on a Lot and on the Owner Maintained Right-of-Way applicable to the Lot, shall be pressure cleaned within thirty (30) days of notice by the ACC to the Owner of the Lot. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the Lot line or include the sidewalk, unless specifically approved by the ACC. All roofs must be constructed using only tile or dimensional shingles.

13.32 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof having been obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of the Community. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

13.33 Screened Enclosures. Unless erected in connection with the initial construction of a Home on a Lot, no screening and screened enclosures, or enclosures of balconies or patios shall be permitted without the prior written approval of the ACC.

13.34 Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Community, including without limitation, any Home, Lot or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner, as required under 36 U.S.C. Chapter 10 (Patriotic Customs), up to two (2) portable, removable United States flags or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one- half feet (4 ½') by six feet (6'), and shall in all manner be in accordance with the requirements of Sections 720.3075 (Prohibited Clauses in Association Documents) and 720.304 (Right of Owners to Peaceably Assemble), Florida Statutes. Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within

or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including without limitation noise and lighting ordinances in the City and all setback and location criteria contained in this Declaration. Declarant and Builders are exempt from this Section 12.35; provided, further, the Declarant specifically reserves the right, license, privilege and easement for itself and (to the extent Declarant assigns such right, license, privilege and easement to a Builder or Builders pursuant to Section 10.9.3) for Builders, and their agents, employees, nominees and assigns, to construct, place and maintain upon any property within the Community such signs as the Declarant deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes in the Community. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services. In addition, flags displaying the logo of a sports team and holiday flags shall be permitted to be displayed from and Home.

13.35 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of the Community without prior written consent of the ACC, except that movable basketball goals shall be permitted to be located on a driveway of a Home. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ACC. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

13.36 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted except a non-motorized utility trailer that can only be located in the back yard of the property. The utility trailer may not be visible from the street or by neighbors of the property. Owner shall erect a fence around the perimeter of the property to conceal any allowable utility trailer (in compliance with Section 13.13 of the Declaration), provided that the fence fully conceals the utility trailer. All utility trailers must be approved by the ACC. No other structure or improvement shall be constructed, erected, altered, modified or maintained, and all allowable structures must be in compliance with applicable local ordinances. Water softeners, trash containers, propane tanks, and other similar devices shall be screened so that such devices are not visible from the street, and Owners shall not remove or modify such screening."

13.37 Subdivision and Regulation of Land. No portion of any Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Association. No Owner shall initiate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to the Community, without the prior written approval of Declarant prior to Turnover and the Association after Turnover, which approval may be granted or denied in the sole discretion of Declarant or the Association, as applicable.

13.38 Dangerous Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of The Community or within any Home or Lot, except those which are required for normal household use. All propane tanks and/or bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground,

unless an alternate location and manner of installation which is screened from view by landscaping or other materials is approved by the ACC prior to installation.

13.39 Swimming, Boating and Docks. Swimming and wading are prohibited within any of the water bodies within the boundaries of the Community. Boating and personal watercraft are prohibited. No dock or pier extending into the water bodies within the boundaries of the Community shall be permitted.

13.40 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its Immediate Family Members, guests, Lessees and invitees.

13.41 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

13.42 Wells. No individual wells will be permitted on any Lot.

13.43 Window Treatments. Within thirty (30) days of the conveyance of title of a Home to an Owner, such Owner shall install drapes, curtains, blinds or other window coverings. Window treatments shall consist of drapery, blinds, decorative panels, or other window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. No security bars shall be placed on the windows of any Home. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Owners are responsible for caulking or re-caulking all windows to insure water tightness. As used herein, the term "Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard or other similar temporary covering.

13.44 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

13.45 Solar Panels. Solar panels shall be permitted to be installed on the exterior of a Home for the purpose generating electricity, water heaters and pool heaters. No free-standing solar panels shall be permitted.

Notwithstanding any other provision of this Declaration, Builders shall be exempt from the provisions and restrictions set forth in Sections 13.1, 13.13, 13.27, 13.29, 13.31, 13.36, 13.37, 13.38, and 13.40. In respect to Section 13.15, Builders shall be exempt from the provision related to no garage shall be converted into a general living area.

14. **Requirement to Maintain Insurance**. The Association shall maintain the following insurance coverage:

14.1 Insurance.

14.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and

other insurable property within any portion of the Common Areas located within a designated flood hazard area.

14.1.2 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate by the Board from time to time. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least thirty (30) days' prior written notice to Declarant (until the Community Completion Date) and the Association.

14.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board from time to time.

14.1.4 Other Insurance. The Association shall maintain such other insurance coverage as appropriate from time to time. All coverage obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not the Association owns title thereto.

14.1.5 Declarant. Prior to the Turnover, Declarant shall have the right, at the Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

14.2 Owners.

14.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance on his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work. Upon the request of the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his or her Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

14.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or (ii) the Owner shall tear the Home down, remove all the debris, and re-sod and landscape the property comprising the Home as required by the ACC ("Required Demolition") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within nine (9) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within three (3) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any

requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 14.2.3 shall be in accordance with the Community Standards and any other standards established by the Association with respect to any casualty that affects all or a portion of the Community.

14.2.4 Additional Rights of the Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. The Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to the Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by the Association, including any costs incurred with the management and oversight of any such Required Repair or Required Demolition performed by the Association, plus interest and attorneys' fees and costs.

14.2.5 Association Has No Liability. Notwithstanding anything to the contrary this Section, the Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, the Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to the Association in this Section.

14.3 Association as Agent. The Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14.4 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, the Association shall be responsible for reconstruction after casualty.

14.5 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform to the then current governmental regulation(s). The Board of the Association may elect to modify the design or type of Common Areas reconstructed after a casualty in their sole discretion.

14.6 Cost of Payment of Premiums. The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof are Operating Expenses.

14.7 Declarant has No Liability. Notwithstanding anything to the contrary in this Section 13, Declarant, its officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage for the Common Areas or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.

14.8 Additional Insured. Prior to Turnover, Declarant shall be named as an additional insured on all policies obtained by the Association, as its interests may appear.

15. **Property Rights**.

15.1 Owners' Rights of Enjoyment. Every Builder, Owner, Immediate Family Member, Lessees, guests and invitees shall have a non-exclusive right in and to those portions of the Common Areas that it is entitled to use for their intended purposes, subject to the following provisions:

15.1.1 Intentionally deleted;

15.1.2 Rules and Regulations adopted governing use and enjoyment of the Common Areas, the right of the Association to suspend rights hereunder, including without limitation, voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes (2024);

15.1.3 The right of the Association to suspend the right to use (except vehicular and pedestrian ingress and egress and necessary utilities) all or a portion of the Common Areas for any period during which any Assessments levied against the Owner remains unpaid;

15.1.4 The right of Declarant and/or the Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Declarant;

15.1.5 The right of Declarant and/or the Association to modify the Common Areas as set forth in this Declaration;

15.1.6 The perpetual right of Declarant to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. The Association and each Owner shall give Declarant unfettered access, ingress and egress to the Common Areas so that Declarant and/or its agents can perform all tests and inspections deemed necessary by Declarant. Declarant shall have the right to make all repairs and replacements deemed necessary by Declarant. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Declarant relative to any portion of the Common Areas;

15.1.7 The rights of Declarant, Builders and/or the Association as reserved in this Declaration; and

15.1.8 An Owner relinquishes use of the Common Areas during the time that a Home is leased to a Lessee.

15.2 Ingress and Egress. A right for ingress and egress is hereby created for (a) pedestrian traffic over, and through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas and (b) for vehicular traffic over, through and across such portions of the Common Areas which, from time to time, may be paved and intended for such purposes.

15.3 Development Rights. In addition to the rights reserved elsewhere herein, Declarant reserves for itself and for Builders, and their nominees contractors, subcontractors, suppliers and consultants, rights over, upon, across, and under the Community as may be required in connection with the development of the Community, and other lands designated by Declarant and/or Builders, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Lots, Homes, any portion of the Community, and other lands designated by Declarant and/or Builders. Without limiting the foregoing, Declarant specifically reserves for itself and for Builders the right to use all paved roads and rights of way

within the Community for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Without limiting the foregoing, at no time shall Declarant and/or Builders be obligated to pay any amount to Association on account of Declarant's and/or Builders' use of the Common Areas. Declarant and Builders intend to use the Common Areas and for sales of Lot and Homes. Further, Declarant and/or Builders may market other residences and properties located outside of the Community from Declarant's and/or Builders' sales facilities located within the Community. Declarant and Builders have the right to use all portions of the Common Areas in connection with their marketing activities, including without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties, picnics and similar events, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential homes. The rights created by this Section 15, and the rights reserved herein in favor of Declarant and Builders, shall be construed as broadly as possible and supplement the rights of Declarant and Builders set forth in this Declaration. At no time shall Declarant and/or Builders incur any expense whatsoever in connection with its use and enjoyment of such rights.

15.4 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from telecommunications systems within the Community.

15.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or Lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

15.6 Easement for Common Area Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

15.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Declarant, and thereafter the Association, shall, in addition to the specific rights reserved to Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through the Community (including Lots, Parcels and/or Homes) for telecommunications systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, the Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

15.8 Easement for Unintentional and Non-Negligent Lot Encroachments. If any other building or improvement on a Lot shall encroach upon another Lot by reason of original construction by Declarant or a Builder, then an easement for such encroachment shall exist so long as the encroachment exists. Lots may contain improvements that may pass over or underneath an adjacent Lot. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

15.9 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access

to perform such maintenance) over and across the Community (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

15.10 Drainage. A non-exclusive easement shall exist in favor of Declarant, the Association, and their designees, SJRWMD, the City, and/or any governmental agency having jurisdiction over the Community over, across and upon the Community for drainage, irrigation and water management purposes. Any such drainage easement area shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by Declarant or Builders, (ii) landscaping of the SWMS, (iii) as required by the City or the Permit, and/or (iv) improvements approved by the ACC. A non-exclusive easement for ingress and egress and access exists as shown on the Plat for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of the Community and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the Community and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

15.11 Specifics Easements in favor of the Association. The Association, pursuant to that certain Plat of Deatherage Subdivision, as recorded in Plat Book 9, Page 41A, of the public records on Brevard County, Florida, and that certain Grant and Declaration of Easement for Access, as recorded in Official Records Book 10030, Page 631, of the public records on Brevard County, Florida, is hereby granted an easement within the Community for the purposes of: (i) constructing, maintaining, replacing and operating all Common Areas; (ii) performing any obligation that the Association is obligated to perform under this Declaration; and (iii) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

15.12 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

16. **Assessments**.

16.1 General. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges as are fixed, established and collected from time to time by the Association (collectively, the "Assessments").

16.2 Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining the Association and the Community. Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

16.2.1 Any periodic assessment (on such frequency as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including without limitation, payment of Operating Expenses and collection of amounts necessary to pay any deficits from prior years' operation ("Installment Assessments");

16.2.2 Any special assessments for capital improvements, major repairs, emergencies, or nonrecurring expenses (a "Special Assessment" or "Special Assessments");

16.2.3 Any specific fees, dues or charges to be paid for any special services, for any special or personal use of the Common Areas, or to reimburse the Association for the expenses incurred in connection with such service or use ("Use Fees");

16.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. The Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (the "Reserves"). Reserves shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are established; and

16.2.5 Any specific assessment for costs incurred by the Association or charges, fees or fines levied against a specific Lot or Lots or the record title owner(s) thereof, which charges are by their nature applicable only to one or more Lots, but less than all Lots ("Individual Assessments"). By way of example and not limitation, in the event an Owner fails to maintain his or her Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. Whenever the term "Individual Assessments" is used herein, it shall include interest at the highest rate allowable by law. In addition, in the event that the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 16.2.5, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

16.3 Designation. The designation of Assessment type and amount shall be made by the Association. Prior to the Community Completion Date, any such designation must be approved by Declarant. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

16.4 Allocation of Operating Expenses.

16.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in the Community with completed Homes (as evidenced by the issuance of a Certificate of Occupancy) or any greater number determined by Declarant from time to time while Declarant still owns any property in the Community. While Declarant still owns any property in the Community, Declarant in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners with completed Homes.

16.4.2 In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of

Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners of Lots with completed Homes as a Special Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. After the Turnover Date, no vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein. Prior to the Turnover, a Special Assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Owners' Voting Interests present (in person or by proxy) at a duly noticed meeting of the Members of the Association, at which there is a quorum.

16.4.3 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non- payment by other Owners or the Declarant of any sums due.

16.5 General Assessments Allocation. Installment Assessments and Reserves (if any) shall be uniform for all Lots improved with a Home, except as provided herein. Special Assessments and Reserves shall be allocated equally to each Owner of such Lots with a Home. Notwithstanding anything to the contrary contained in the Governing Documents, Vacant Lots shall be exempt from Assessments until the date a Home is constructed thereon as evidenced by a Certificate of Occupancy.

16.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to, the special service or cost as specified by the Association. Builders shall not be required to pay Use Fees or Individual Assessments.

16.7 Commencement of First Assessment. Except as otherwise specifically provided herein, Assessments shall commence as to each Owner on the day of the completion of construction of a Home on their Lot as evidenced by the issuance of a Certificate of Occupancy for same. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid Assessments that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while such person or entity was the record title owner of the Lot. An Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or by abandonment of the Lot upon which the Assessments are made.

16.8 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners in the prior fiscal year, it is possible that the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the Turnover, Declarant shall have the option to (i) pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from Owners and other income of the Association, including without limitation, the Initial Contributions and Resale Contributions, late fees and interest (the "Deficit"), or (ii) pay Installment Assessments on Homes or Lots owned by Declarant at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots, owned by Class A members. Notwithstanding any other provision of this Declaration to the contrary, Declarant shall never be required to (i) pay Assessments if Declarant has elected to fund the Deficit instead of paying Assessments on Homes owned by Declarant, (ii) pay Special Assessments, Individual Assessments or Reserves, or (iii) fund deficits due to delinquent Owners. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in the Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus

Assessments to Owners. The Declarant may at any time give thirty (30) days prior written notice to the Association terminating its responsibility for funding the Deficit, and waiving its right to exclusion from Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by Declarant shall thereafter be assessed at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots, owned by Class A members. Declarant shall not be responsible for any Reserves, Individual Assessments or Special Assessments, even after the Turnover. Upon transfer of title of a Lot owned by Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners, prorated as of and commencing with, the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2024). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2024), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

16.9 Budgets. The initial budget prepared by Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by the Board. Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

16.9.1 Establishment of Assessments. Assessments shall be established in accordance with the following procedures: Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2024). The Board may from time to time determine when the Installment Assessments will be collected by the Association (i.e., monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments for Operating Expenses shall be collected in advance on a periodic basis.

16.9.2 Special Assessments and Individual Assessments. Special Assessments and Individual Assessments may be established by the Association, from time to time, and shall be payable at such time or time(s) as determined by the Board. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Declarant.

16.9.3 Use Fees. The Board may establish Use Fees, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Board.

16.10 Initial Contribution. The first purchaser of each Home from a Builder, at the time of closing of the conveyance from the Builder to the purchaser, shall pay to the Association an initial contribution in the amount of SEVENTY FIVE AND NO/100 DOLLARS ($75.00) (the "Initial Contribution"). The funds derived from the Initial Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, a Builder purchasing a Lot from the Declarant shall not be obligated to pay to the Association the Initial Contribution.

16.11 Resale Contribution. After the Home has been conveyed by a Builder, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount equal to SEVENTY FIVE AND NO/100 DOLLARS ($75.00) or such other amount as may be determined from time to time by the Association (the "Resale Contribution"). The Resale Contribution shall not be applicable to conveyances from Declarant or Builder. The funds derived from the Resale Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, the Builder purchasing a Lot from the Declarant shall not be obligated to pay to the Association the Resale Contribution.

16.12 Assessment Estoppel Certificates. The Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner. Upon receipt of a written request therefor from an Owner, the Association shall provide an estoppel certificate in writing to the Owner within the time period required by Florida law, which estoppel certificate shall confirm the status of all Assessments applicable to the Owner's Lot, and if any Assessments are unpaid, the amount that is due as of a specific date set forth in the estoppel certificate. As to parties other than Owners who, without knowledge of error, rely on the estoppel certificate, the estoppel certificate shall be conclusive evidence of the amount of any Assessments therein stated. The Owner requesting the estoppel certificate shall be required to pay the Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate as permitted by Florida law.

16.13 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Lot which, if not paid, could become a lien against the Lot that is superior to the lien for Assessments created by this Declaration.

16.14 Creation of the Lien and Personal Obligation. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the Lot and all personal property located thereon owned by the Owner or Builder against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner or Builder, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person or entity that was the record title owner of the Lot at the time when the Assessment became due, as well as the such record title owner's heirs, devisees, personal representatives, successors or assigns.

16.15 Subordination of the Lien to Mortgages. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event the foreclosing lender who acquires title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2024). Any unpaid Assessments for which such foreclosing lender who acquires title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or

otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event the Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

16.16 Acceleration. In the event of a default in the payment of any Assessment, the Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

16.17 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of TWENTY FIVE AND NO/100 DOLLARS ($25.00) per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent Assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

16.18 Exemption. Notwithstanding anything to the contrary herein, Declarant, at Declarant's sole option, may pay Assessments on Lots and Homes owned by it, or fund the Deficit, if any, as set forth in Section 16.8 herein. In addition, the Board shall have the right to exempt any portion of the Community subject to this Declaration from the Assessments, provided that such part of the Community exempted is used (and as long as it is used) for any of the following purposes:

16.18.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and

16.18.2 Any of the Community exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

16.19 Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect one or more Assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy. Such remedies shall be deemed assigned to Declarant for

such purposes. If Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the prime rate of interest as announced from time to time by the Wall Street Journal plus two percent (2.0%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

16.20 Rights to Pay Assessments and Receive Reimbursement. The Association, Declarant, any Builder and any Lender shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot or Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due.

16.21 Mortgagee Right. Each Lender may request in writing that the Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage which default is not cured within thirty (30) days after Association learns of such default. A failure by the Association to furnish notice to any Lender shall not result in liability of the Association because such notice is given as a courtesy to such Lender and the furnishing of such notice is not an obligation of the Association to Lender.

16.22 Collection from Lessees. If a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the monetary obligations of the Owner to the Association; provided, however, if within fourteen (14) days from the written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

16.23 Builder Exemption. Notwithstanding any other provision of this Declaration, Builders shall be exempt from the payment of Special Assessments, Use Fees and Reserves, and neither Special Assessments, Use Fees, nor Reserve Assessments shall accrue against any Lot during the time period in which it is owned by a Builder.

17. **Information to Lenders, Builders and Owners**.

17.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners, Builders and Lenders current copies of the Governing Documents.

17.2 Copying. Any Owner, Builder and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

17.2.1 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

17.2.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

17.2.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and

17.2.4 Any proposed action that specifically requires the consent of a Lender.

17.3 Failure of Lender to Respond. Any Lender who receives a written request to respond to proposed amendment(s) to the Governing Documents shall be deemed to have approved such amendment(s) if the Lender does not submit a response to any such request within sixty (60) days after it receives proper notice of the proposed amendment(s); provided such request is delivered to the Lender by certified or registered mail, return receipt requested.

18. **Architectural Control**.

18.1 Architectural Control Committee. The ACC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to the Community. The ACC shall consist of a minimum of three (3) members who shall initially be named by Declarant and who shall hold office at the pleasure of Declarant. Until the Community Completion Date, Declarant shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Declarant shall determine which members of the ACC shall serve as its chairman and co-chairman. If Declarant fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Declarant with respect to the ACC.

18.2 Membership. There is no requirement that any member of the ACC appointed by Declarant be a Member of the Association.

18.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of the Community. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within the Community by Owners. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by the ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Declarant and Builders, which may be granted or denied in their sole discretion.

18.4 Master Plan. Declarant has established or may establish an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Declarant reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DECLARANT AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING THE COMMUNITY. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW THE COMMUNITY WILL APPEAR UPON COMPLETION AND DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

18.5 Community Standards. Each Owner, and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the Declarant or the ACC. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner or Builder to alter the

improvements previously constructed. Until the Community Completion Date, Declarant shall have the right to approve the Community Standards, which approval, may be granted or denied in their sole discretion.

18.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

18.7 Power and Duties of the ACC. No improvements shall be constructed on a Lot, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or installed upon on a Lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Declarant or Builders (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

18.8 Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

18.8.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as determined by the ACC, from time to time. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

18.8.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

18.8.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

18.8.4 Construction of a Home on a Vacant Lot must be completed within one (1) year from the date of purchase of the Vacant Lot. Construction of any other improvements shall be completed within the time period set forth in the application approved by the ACC. If the application does not set forth a time period for completion of the improvements, the ACC's approval of the application shall set forth the time period within which the improvements must be completed and if none is set forth therein, one year from the date of the ACC's approval. In the event that the ACC disapproves any plans and

specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

18.8.5 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

18.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

18.10 Variances. The Association or the ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

18.11 Permits. Each Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

18.12 Construction Activities. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

18.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in the Community shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas, and other such areas in the Community shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in the Community and no construction materials shall be stored in the Community, subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Community Standards. If an Owner (or any of their respective contractors and employees) shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner post security with the Association

in such form and such amount deemed appropriate by the ACC in its sole discretion. There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all Owner's contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. The ACC shall have the right to require that each Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

18.12.2 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in the Community.

18.12.3 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within the Community. Each Owner shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within the Community and each Owner shall include the same therein.

18.13 Inspection. There is specifically reserved to the Association and the ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of the Community at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

18.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of the Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or the Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

18.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the prevailing party shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

18.16 Certificate of Non-Compliance. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, the Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Lot stating that the improvements on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcement remedies.

18.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot by other than Declarant, or its designees, the ACC shall issue a Certificate of Compliance to the Owner, certifying that the Owner has complied with the

requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Section 18.17.

18.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Declarant, Builders, or their nominees, including without limitation, improvements made or to be made to the Common Areas or any Lot or Home, shall not be subject to the review of the ACC, the Association, or the provisions the Community Standards, and Builders and the Lots, (while owned by a Builder) and Homes constructed by a Builder on the Lots, shall be exempt from the provisions and restrictions set forth in this Section 18.

18.19 Exculpation. The Declarant, the Association, the directors or officers of the Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, the Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against the Declarant, the Association, or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Declarant, the Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section 18. The Association does hereby indemnify, defend and hold harmless the Declarant, and each of their shareholders, members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, ACC or their members, officers and directors. Declarant, the Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

19. **Enforcement**.

19.1 Right to Cure. Should any Owner do any of the following:

19.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SJRWMD;

19.1.2 Cause any damage to any improvement or Common Areas;

19.1.3 Impede the Declarant, any Builder or the Association from exercising its rights or performing its responsibilities hereunder;

19.1.4 Undertake unauthorized improvements or modifications to any Lot or the Common Areas; or

19.1.5 Impede Declarant from proceeding with or completing the development of the Community;

then Declarant and/or the Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be

performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

19.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option: (a) Commence an action to enforce the performance on the part of the Owner, or (b) to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

19.2.1 Commence an action to recover damages; and/or breach.

19.2.2 Take any and all action reasonably necessary to correct the violation or

19.3 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

19.4 Rights Cumulative. All rights, remedies, and privileges granted to Declarant, the Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

19.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Declarant and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The Association has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards. SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

19.6 Fines and Suspensions. The Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's Lessees, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2024), against an Owner, Lessee, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting SJRWMD.

19.6.1 A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

19.6.2 A fine or suspension may not be imposed by the Board without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing

before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed by the Board. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee. If the Board imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner or Lessee. The notice and hearing requirements under this Section 19.6.2 do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Board.

19.6.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be approved. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

19.6.4 The Board may impose a fine against the Owner in an amount not to exceed ONE HUNDRED AND NO/100 DOLLARS ($100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Board may fine an Owner, tenant, guest or invitee. Fines shall be paid not later than five (5) days after submittal of notice of the imposition of the fine to the Owner, tenant, guest or invitee. All monies received from fines shall be allocated as directed by the Board. Any fine of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) or more shall constitute a lien against the applicable Lot, and a fine shall further be foreclosed to the extent otherwise permitted under Florida law.

19.7 Attorneys' Fees and Costs. In any action to interpret or enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action, in addition to such other amounts as may be authorized by Florida law, and such sums shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

20. **Additional Rights of Declarant and Builders**.

20.1 Sales and Administrative Offices. Declarant and Builders shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of the Community and sales and re-sales of Lots, Homes and/or other properties owned by Declarant or Builders or others outside of the Community. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of the Community, including Common Areas, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas to show Lots or Homes. The sales offices, models, signs and all items pertaining to development and sales remain the property of Declarant and/or Builders, as applicable. Declarant and Builders shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date.

20.2 Modification. The development and marketing of the Community will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of the Community to, as an example and not a limitation, amend the

Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same. Any modification of the development plans for the Community, including without limitation, amendments to the Master Plan, modification the boundary lines of the Common Areas, granting easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, shall require the Builders' prior written consent, which may be withheld for any reason.

20.3 Promotional Events. Prior to the Community Completion Date, Declarant, Builders and their assigns, shall have the right, at any time, to hold marketing, special and/or promotional events within the Community and/or on the Common Areas without any charge for use. Declarant, Builders, their agents, affiliates, or assignees shall have the right to market the Community in advertisements and other media by making reference to the Community, including, but not limited to, pictures or drawings of the Community, Common Areas, Parcels and Homes constructed in the Community. All logos, trademarks, and designs used in connection with the Community are the property of Declarant, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of Declarant.

20.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Declarant and Builders shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Lots, Homes, or other properties owned by Declarant and Builders outside of the Community.

20.5 Franchises. Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

20.6 Management. Declarant may manage the Common Areas by contract with the Association. Declarant also may contract with a third party ("Manager") for management of the Association and the Common Areas.

20.7 Easements. Until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services and other purposes over, under, upon and across the Community so long as any said easements do not materially and adversely interfere with the construction of Homes or the intended use of Lots or Homes previously conveyed to Owners or Builders. By way of example, and not of limitation, Declarant may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Declarant, in perpetuity, for such purposes. Without limiting the foregoing, Declarant may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Lot. As an illustration, Declarant may grant an easement for telecommunications systems, irrigation, drainage lines or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by Declarant: (i) join in the creation of such easements, etc. and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant

any such easement, permit or license prior to the Community Completion Date without the prior written consent of Declarant which may be granted or denied in its sole discretion. Notwithstanding the foregoing, the Declarant is required to obtain the prior written consent of any Builder whose Lot shall be affected by new or relocated easements before such easements affect such Builder's Lot.

20.8 Right to Enforce. Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so.

20.9 Additional Development. If Declarant withdraws portions of the Community from the operation of this Declaration, Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so, designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways that remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

20.10 Representations. Declarant makes no representations concerning development both within and outside the boundaries of the Community including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on the Community or adjacent to or near the Community, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of Homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

20.11 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT, ANY BUILDER, NOR THE ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE COMMUNITY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

20.11.1 IT IS THE EXPRESS INTENT OF GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE COMMUNITY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE COMMUNITY AND THE VALUE THEREOF;

20.11.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR BREVARD COUNTY OR PREVENTS TORTIOUS ACTIVITIES;

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20.11.3 THE PROVISIONS OF THE GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS SHALL BE APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND

20.11.4 EACH OWNER (BY VIRTUE Of ITS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE COMMUNITY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, MANAGERS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

20.12 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF IN CONNECTION WITH OR IN ANY WAY RELATED TO THE GOVERNING DOCUMENTS, INCLUDING, ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

20.13 Venue. EACH OWNER ACKNOWLEDGES THAT REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, EACH HOME IS LOCATED IN BREVARD COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN BREVARD COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN BREVARD COUNTY, FLORIDA.

20.14 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS A RIGHT AND AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION AND TO OBTAIN ADVICE AND COUNSEL THEREON. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT AND BUILDERS ARE RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DECLARANT AND SUCH BUILDERS. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS

DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT THE COMMUNITY TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, BUILDERS, AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AND AGENTS AND THEIR AFFILIATES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, BUILDER, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

20.15 Duration of Rights. The rights of Declarant and Builders set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the Community Completion Date; or (ii) a relinquishment of such rights by the Declarant or any Builder recorded in the Public Records.

20.16 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of the Community, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 6, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Community without Declarant's prior review and prior written consent. Evidence of Declarant’s prior written consent shall be obtained in the form of a joinder executed by the Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

20.17 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in the Community shall be subject to the prior written approval of Declarant. Declarant shall deliver notice of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If Declarant fails to do so within such thirty (30) day period, Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained. This Section 20.17 shall not apply to Builders.

20.18 Use of the Name of " ELIZABETH OAKS". No person or entity shall use the name " ELIZABETH OAKS," its logo, or any derivative of such name or logo in any printed or promotional material without the Declarant's prior written approval. Until the Turnover Date, the Declarant shall have the sole right to approve the use of ELIZABETH OAKS name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name " ELIZABETH OAKS" in printed or promotional matter where such term is used solely to specify that particular property is located within the Community. This Section 20.18 shall not apply to Builders.

20.19 Density Transfers. If the record title owner of a Parcel develops such Parcel so that the number of Lots contained therein is less than the allowable number of Lots allocated by governmental

authorities, the excess allowable Lots not used by the record title owner of the Parcel (with respect to that Parcel) shall inure to the benefit of the Declarant.

21. **Refund of Taxes and Other Charges**. Unless otherwise provided herein, the Association agrees that any taxes, fees or other charges paid by Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Declarant in the event such refund is received by the Association.

22. **Assignment of Powers**. All or any part of the rights, exemptions and powers and reservations of Declarant herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records. Notwithstanding the forgoing, so long as a Builder owns a Lot, the Declarant's right to make any such assignment is subject to such Builder's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

23. **General Provisions**.

23.1 Authority of Board. Except when a vote of the membership of the Association is specifically required, all decisions, duties, and obligations of the Association hereunder may be made by a majority of the Board. The Association and Owners shall be bound thereby.

23.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

23.3 Execution of Documents. Declarant's plan of development for the Property including, without limitation, the creation of one or more special taxing districts may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners, Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of the Community, to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district relating to the Community or any portion(s) thereof.

23.4 Affirmative Obligation of the Association. In the event the Association believes that Declarant has failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law, or the Common Areas are defective in any respect, the Association shall give written notice to Declarant detailing the alleged failure or defect. Association agrees that once Association has given written notice to Declarant pursuant to this Section, the Association shall be obligated to permit Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, in Declarant's sole

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option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant.

23.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing, or when transmitted by any form of Electronic Transmission.

23.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date this Declaration is recorded in the Public Records, except to the extent provided otherwise in the Governing Documents as to any particular provision of the Florida Statutes.

23.7 Litigation. Before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of $100,000, the Association must obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained.

23.8 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) DECLARANT AND BUILDERS AND THEIR CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, CONSULTANTS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY, WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES: (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DECLARANT AND BUILDERS AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SUCH PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

23.9 Title Documents. Each Owner by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records (collectively, the "Title Documents"). Declarant's plan of development for the Community may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS, MODIFICATIONS AND TERMINATION OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners,

Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, at the time of the Community Completion Date, the Association shall assume all of the obligations of Declarant under the Title Documents unless otherwise provided by Declarant by amendment to this Declaration recorded by Declarant in the Public Records, from time to time, and in the sole and absolute discretion of Declarant.

23.10 Electronic or Video Communication. Wherever the Governing Documents require members' attendance at a meeting either "in person or by proxy," members may attend and participate at such meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication; provided, however, members may attend and participate in this manner only if a majority of the Board has approved use of telephone, real-time videoconferencing, or similar real-time electronic or video communication for participation and attendance at meetings.

23.11 Electronic Transmission as Substitute for Writing. Wherever the Governing Documents require action by the Association to be taken in writing, such action may be taken by Electronic Transmission, with the exception of the following: (i) giving notice of a meeting called in whole or in part for the purpose of recalling and removing a member of the Board; and (ii) when levying fines, suspending use rights, requesting dispute resolution, or collecting payments for assessments and providing notice of lien claims.

23.12 Enforcement of Governing Documents. Enforcement of the Governing Documents, including without limitation this Declaration, may be by a proceeding at law for damages or in equity to compel compliance with the terms hereof or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Association, Builders, or any Owner may, but shall not be required to, seek enforcement of the Governing Documents.

24. **Surface Water Management System**.

24.1 General. The Association shall be responsible for maintenance of SWMS in the Community. All SWMS within the Community, excluding those areas (if any) normally maintained by the County or another governmental agency, will be the ultimate responsibility of the Association, whose agents, employees, contractors and subcontractors may enter any portion of the Common Areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management.

24.1.1 Except as permitted by the Permit, no construction activities may be conducted relative to any portion of the SWMS without the prior consent of SJRWMD. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there exists within the Community a wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SJRWMD. Construction and maintenance activities which are consistent with the design and permit

conditions approved by SJRWMD in the Permit may be conducted without specific written approval from SJRWMD.

24.1.2 No Owner, Builder or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Association or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

24.1.3 No Lot, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant, a Builder or the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, wading, or swimming in such areas allowed.

24.1.4 The maintenance of all SWMS, excluding those areas (if any) maintained by the County or another governmental agency will be the ultimate responsibility of the Association. The Association may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost shall be part of the Operating Expenses. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

24.1.5 Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SJRWMD, the Association and the Declarant, its successors and assigns.

24.1.6 SJRWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the SWMS.

24.1.7 Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of SJRWMD.

24.1.8 If the Association shall cease to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the SWMS in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility as explained in the Permit.

24.1.9 No owner of property within the subdivision may construct or maintain any building, residence or structure, or undertake or perform any activity in the SWMS and drainage easements described in the Permit and Plat of the subdivision, unless prior approval is received from the SJRWMD Regulation Department and from Declarant.

24.1.10 Each Owner within the Community at the time of the construction of a Home or structure shall comply with the construction plans for the SWMS approved and on file with SJRWMD.

24.1.11 Owners shall not remove native vegetation (including cattails) that becomes established within the wet retention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions

regarding authorized activities within the wet detention ponds to SJRWMD's Surface Water Regulation Manager.

24.2 Proviso. Notwithstanding any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS, unless the amendment has been consented to in writing by SJRWMD. Any proposed amendment that would affect the SWMS must be submitted to SJRWMD for a determination of whether the amendment necessitates a modification of the Permit.

24.3 Provision for Budget Expense. In the event the Community has onsite wetland mitigation (as defined in the regulations) that requires monitoring and maintenance by the Association, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SJRWMD determines that the area(s) is successful in accordance with the Permit.

24.4 Wetland Conservation Areas. Parcels and/or Lots may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("Wetland Conservation Areas"). The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the County, SJRWMD or any governmental agencies having jurisdiction. Owners of Homes abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that becomes established within the Wetland Conservation Areas abutting their Home. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SJRWMD Surface Water Regulation Manager. NEITHER THE DECLARANT, BUILDERS NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WATER BODIES IN THE COMMUNITY; PROVIDED, FURTHER, NEITHER THE DECLARANT, BUILDERS NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, BUILDERS AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATER BODIES MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, BUILDERS OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

24.5 Use Restrictions for Wetland Conservation Areas. The Wetland Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit, and the Plats associated with the Community. Activities prohibited within the conservation areas include, but are not limited to, the following:

24.5.1 No structures or construction of any kind may be erected;

24.5.2 No filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development shall be permitted;

24.5.3 No activity may be done or performed which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source,

habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats; (iii) existing bio-systems or ecosystems; or (iv) recovery of an impaired system;

24.5.4 No organic or inorganic matter or deleterious substances or chemical compounds may be discharged or placed in the Wetland Conservation Areas;

24.5.5 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

24.5.6 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

24.5.7 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

24.5.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance;

24.5.9 No Owner within the Community may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the Permit and recorded plat(s) of the Community, including the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s), unless prior approval is received from the SJRWMD and Declarant; and

24.5.10 Each Owner within the Community at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water Management System approved and on file with the SJRWMD.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE ASSOCIATION IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SJRWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this ___ day of _____, 2026.

WITNESSES:

"Declarant"

EASTERN CAPITAL INVESTMENTS, LLC,
a Florida limited liability company

_____
Print Name:_____

By: _____
Print Name: _____
Title: _____

_____
Print Name:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 2026, by _____, as _____ of **EASTERN CAPITAL INVESTMENTS, LLC**, a Florida limited liability company, on behalf of said company, who is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC
Name:_____
My Commission expires:_____

DRAFT

JOINDER OF ASSOCIATION

ELIZABETH OAKS HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association") does hereby join in this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELIZABETH OAKS (this "Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ___ day of _____, 2026.

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

"The Association"

ELIZABETH OAKS HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

By: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2026, by _____, as _____ of Elizabeth Oaks Homeowners Association, Inc., a Florida not for profit corporation, on behalf of said corporation, who is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC
Name:_____
My Commission expires:_____

DRAFT

MORTGAGEE'S CONSENT, SUBORDINATION AND JOINDER

NOT APPLICABLE

DRAFT

EXHIBIT 1
LEGAL DESCRIPTION

A parcel of Land lying in lots 14, 15, and 16, Deatherage subdivision, according to the plat thereof, as recorded in plat book 9, page 41-a, of the public records of Brevard County, Florida, Less and Except the lands described in Official Records book 3666, Page 3427, being more particularly described as follows:

Begin at the northwest corner of said Lot 16; Thence run South 89°47'08" East along the south right-of-way line of East Whispering Hills Road (a 40.00' public right-of-way per said plat of Deatherage subdivision), a distance of 307.50 feet to the northeast corner of said Lot 14; Thence departing said right-of-way line, run South 00°35'20" East along the east line of said Lot 14, a distance of 419.35 feet to the southeast corner of said lot 14; Thence run South 89°51'38" West along the south line of said lot 14, a distance of 105.96 feet to the southwest corner of said lot 14; Thence run North 00°04'27" West along the west line of said lot 14, a distance of 10.00 feet to the intersection with a line parallel to and 10.00 feet offset to the north of the south line of lots 15 and 16; Thence run South 89°51'38" West along said offset line, a distance of 204.84 feet to the east right-of-way line of Elizabeth avenue (a 50.00 public right-of-way per said Deatherage Subdivision and official records book 2526, Page 2963); Thence run North 00°08'17" West along said east right-of-way line, a distance of 411.23 feet;

Said land containing 2.94 acres, more or less, of land.

DRAFT

EXHIBIT 2
ARTICLES OF INCORPORATION

DRAFT

EXHIBIT 3
BYLAWS

DRAFT

EXHIBIT 4
SJRWMD PERMIT

FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

SELF-CERTIFICATION FOR A STORMWATER MANAGEMENT SYSTEM IN UPLANDS SERVING LESS THAN 10 ACRES OF TOTAL PROJECT AREA AND LESS THAN 2 ACRES OF IMPERVIOUS SURFACES

Owner(s)/Permittee(s):	larry Hall
File No:	0418511001EG
File Name:	STORM WATER SYSTEM
Site Address:	Elizabeth avenue Titusville FL - 32780
County:	Brevard
Latitude:	28° 36' 1.4376"
Longitude:	-80° 48' 59.5942"
Total Project Area:	2.93
Total Impervious Surface Area:	1.46
Approximate Date of Commencement of Construction:	04/15/2022
Registered Florida Professional:	Kim Fischer
License No.:	56942
Company:	Cycorp Engineering inc

Date: March 25, 2022

Kim Fischer certified through the Department's Enterprise Self-Service Application portal that the project described above was designed by the above-named Florida registered professional to meet the following requirements:

(a)The total project area involves less than 10 acres and less than 2 acres of impervious surface;
(b)Activities will not impact wetlands or other surface waters;
(c)Activities are not conducted in, on, or over wetlands or other surface waters;
(d)Drainage facilities will not include pipes having diameters greater than 24 inches, or the hydraulic equivalent, and will not use pumps in any manner;
(e)The project is not part of a larger common plan, development, or sale; and
(f)The project does not:
1.Cause adverse water quantity or flooding impacts to receiving water and adjacent lands;

2.Cause adverse impacts to existing surface water storage and conveyance capabilities;
3.Cause a violation of state water quality standards; or
4.Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to s. 373.042 or a work of the district established pursuant to s. 373.086, F.S.

This certification was submitted before initiation of construction of the above project. The system is designed, and will be operated and maintained in accordance with applicable rules adopted pursuant to part IV of chapter 373, F.S. There is a rebuttable presumption that the discharge from such system will comply with state water quality standards.Therefore, construction, alteration, and maintenance of the stormwater management system serving this project is authorized in accordance with s.403.814(12), F.S.

In accordance with s. 373.416(2), F.S., if ownership of the property or the stormwater management system is sold or transferred to another party, continued operation of the system is authorized only if notice is provided to the Department within 30 days of the sale or transfer.This notice can be submitted to:

FDEP Central District
3319 Maguire Blvd
Orlando, FL32803

This certification was submitted along with the following electronic documents:

File Description
SITE PLAN

If you have submitted this certification as a Florida Registered Professional, you may wish to sign and seal this certification, and return a copy to the Department, in accordance with your professional practice act requirements under Florida Statutes.

I, Kim Fischer, License No. 56942, do hereby certify that the above information is true and accurate, based upon my knowledge, information and belief. In the space below, affix signature, date, seal, company name, address and certificate of authorization (if applicable).

This sealed certification may be submitted to the Department, either electronically (as an attachment in Adobe PDF or other secure, digital format) at DEP_CD@dep.state.fl.us, or as a hardcopy, at the postal address below:

FDEP Central District
3319 Maguire Blvd
Orlando, FL32803

SURETY PERFORMANCE BOND **BOND NO.** 101972379

KNOW ALL MEN BY THESE PRESENTS:

That **Eastern Capital Investments, LLC** having an address of **16877 E. Colonial Drive, Ste 212, Orlando, FL 32820** hereinafter referred to as "Principal", and **Merchants National Bonding, Inc.,** a corporation licensed to transact surety business in the State of Florida, and having an address of **6700 Westown Pkwy, West Des Moines, IA 50266,** herein after referred to as "Surety", are held and firmly bound unto the City of Titusville, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY" in the sum of **$20,400.00**, lawful money of the United States of America, for the payment of which the Principal and the Surety, jointly and severally, bind themselves, their heirs, executors and successors and assigns, firmly by these presents.

WHEREAS, Principal has agreed to construct the improvements listed below in the **Elizabeth Oaks (formerly SNJ Oaks) subdivsion** as shown on the preliminary plat/engineering plans (construction plans) approved **February 24, 2022** and on the proposed final plat. The improvements to be constructed are as follows: Landscaping.

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully construct the improvements as stated herein without damaging any City road, facilities, utilities, property or easement and complete the work, acceptable to the City, according to approved plans, specifications and established standards within one (1) year from the date the final plat is approved, then this obligation shall be null and void, otherwise it shall remain in full force and effect. The City Administrator, for good cause shown by the Principal, may extend the time for installation of the public improvements for a period not to exceed six (6) months.

If the Principal shall be declared in default by the CITY for failure to construct the improvements or for damaging the City road, facilities, utilities, property or easement, the Surety shall have thirty (30) days from the date of said default within which to take whatever action it deems necessary to complete the work and/or repair damaged property if necessary. If, at the expiration of thirty (30) days from the date of said default, no arrangements have been made by the Principal or Surety satisfactory to the CITY for the corrective work required by the CITY, then the CITY shall have the right to perform such work and charge the cost thereof, including but not limited to, engineering, legal and other costs, together with any and all damages, which the CITY may sustain on account of the default. The CITY may, at its discretion, provide the Principal and Surety with an estimate of costs of completing such work prior to completing such work, and the Principal and Surety shall be liable for the amount shown on such estimate prior to the CITY completing such work. After the expiration of the aforesaid grace period, the CITY shall have the additional right to contract for the completion of such work which the Principal has failed to perform or correct and upon the CITY's acceptance of the lowest responsible bid for the

completion of said work, the Principal and Surety shall become immediately liable for the amount of said bid and in the event the CITY is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of twelve percent (12%) per annum beginning with the commencement of such legal proceedings. The CITY, at its discretion, may permit the Surety to complete such work in the event of the Principal's default. In such case, the Principal and Surety shall be jointly and severally liable hereunder to pay to indemnify the City, up to the amount of this bond, upon completion of said reconstruction, restoration or repair work, for the final total cost thereof, including but not limited to, engineering, legal and contingent costs together with any and all damages, which the City may sustain on account of the failure of the Principal to comply with all of the requirements thereof.

It is further agreed that the total amount of this bond shall be based on rates and/or unit costs as established in standards or other regulations currently in effect in the City of Titusville. In the event that the CITY commences suit for the collection of any sums due hereunder, the Principal agrees to pay all costs incurred by the CITY, including attorney's fees. No right or action shall accrue on this Bond to or for the use of any person or corporation other than the City names herein or the successors of the City. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Florida law for suit on contracts under seal.

The Surety hereby waives notice of and agrees that any changes or amendments to the Construction Plans, site plans or permits does not affect Surety's obligations under this Bond.

IN WITNESS HEREOF, the Principal and Surety has caused this Surety Performance Bond to be executed in its name and its respective corporate seal to be affixed, by its duly authorized officers,

EXECUTED this 25th day of September, 2026.

PRINCIPAL:
Eastern Capital Investments, LLC

Print name: John Morris
Title: Member

SURETY:
Merchants National Bonding, Inc.

Print name: **Jennifer L. Hindley**
Title: **Attorney in Fact & FL Licensed Resident Agent**
Inquiries: (407) 834-0022

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 28 day of September 2026, by John Morris ,as Member of Eastern Capital Investements, LLC by means of ☑ physical presence or ☐ online notarization, who is personally known to me or who has produced Driver's License as identification and who did (did not) take an oath.

ALYSSA-MARIE MOREA
Notary Public - State of Florida
Commission # HH 648250
My Comm. Expires Mar 5, 2029
Bonded through National Notary Assn.

Alyssa-Marie Morea
Notary Public, State of Florida
Printed Name: Alyssa-Marie Morea
My Commission expires: 03/05/2029

STATE OF Florida

COUNTY OF ~~Seminole~~ Orange

The foregoing instrument was acknowledged before me this 25th day of September 2026, by Jennifer L. Hindley, as Attorney in Fact for Merchants National Bonding, Inc. by means of ☒ physical presence or ☐ online notarization, who is **personally known to me** or who has produced N/A as identification and who did (did not) take an oath.

Notary Public State of Florida
April L. Lively
My Commission HH 628930
Expires 2/17/2029

Notary Public, State of Florida
Printed Name: April L. Lively
My Commission expires:02/17/2029

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allyson Foss Wing; Amanda Jo Herstine; April L Lively; Bryce R Guignard; Carson M Costello; Christine Morton; David R Turcios; Deborah A DeFoe; Jennifer L Hindley; Kelly Phelan; Kristen Koumbis; M Gary Francis; Margie L Morris; Nina Guignard; Wesley Matthew Adcock

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of August , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 27th day of August 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of September , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Tranquility, Phase 3 - Final Plat**

Department/Office: Community Development

Recommended Action:

Recommend approval of the final plat for Tranquility Shores, Phase 3. (This is a quasi-judicial item.)

The final plat may be approved with the condition that the proposed trail over the Addison Canal connecting to the Phase 1 subdivision is completed with site construction of the Phase 3 subdivision.

On October 7, 2026, the Planning and Zoning Commission (P&Z) made a motion to recommend approval of the Tranquility, Phase 3 – Final Plat with the following condition: that the proposed trail over the Addison Canal connecting to the Phase 1 subdivision is completed with site construction of the Phase 3 subdivision or that a bond be received by the city for such improvements. Approved 4-0. P&Z Member Rice abstained from this vote and submitted Form 8B.

Summary Explanation & Background:

Tranquility Subdivision (formerly Antigua Bay), Phase 3 is a proposed xx lot single-family subdivision on approximately xx acres located north of State Road 405 and east of S. Washington Avenue. This is the second phase of the overall project, which consists of approximately 345 acres.

The City Council approved the original Development Agreement with Master Plan for the Antigua Bay project in 2017. The Master Plan includes single-family home lots at the north of the property, both multi-family and commercial zoned property, recreational amenities such as a public boardwalk and walking trails, and open space.

The following are attached and require for approval:

- Final plat
- Declaration of Covenants
- Performance Bond
- Sidewalk Performance Bond

The final plat is consistent with the comprehensive plan, the preliminary plat and final plat requirements described in Chapter 34, Article III, Division "Plat" of the Code.

Staff reviewed the final plat for consistency with the comprehensive plan, land development regulations and recommends approval. Staff also reviewed the covenants and performance bonds and recommends acceptance.

Alternatives:

1. Recommend approval of the final plat.
2. Recommend approval of the final plat with conditions.
3. Do not recommend approval of the final plat.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Final Plat
2. Covenants
3. Performance Bond
4. Sidewalk Bond

TRANQUILITY PHASE 3 REGIONAL MIXED USE DEVELOPMENT

LYING IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 35 EAST,
CITY OF TITUSVILLE, COUNTY OF BREVARD, FLORIDA

– PLAT PREPARED BY –
AAL LAND SURVEYING SERVICES, INC.
PROJECT #26242 TRANQUILITY PH 3
DATE: 06–18–26
3970 MINTON ROAD
WEST MELBOURNE, FLORIDA 32904
(321) 768–8110

DESCRIPTION:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8937, PAGE 1975, AND A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7685, PAGE 1582, INCLUSIVE OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SECTION 35 AND THE EASTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 1 (STATE ROAD 5) FOR THE HEREIN DESCRIBED PARCEL; THENCE RUN SOUTH 89°26'09" EAST, ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 1474.71 FEET TO THE NORTHWEST CORNER OF TRACT C–1, TRANQUILITY PHASE 2 MIXED USE DEVELOPMENT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 74, PAGES 80–83, OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY; THENCE SOUTH 00°33'51" WEST ALONG THE WEST LINE OF SAID TRACT C–1, A DISTANCE OF 235.00 FEET; THENCE SOUTH 21°56'20" WEST ALONG SAID WEST LINE, A DISTANCE OF 193.92 FEET; THENCE NORTH 82°19'46" WEST, A DISTANCE OF 107.95 FEET; THENCE NORTH 49°32'53" WEST, A DISTANCE OF 131.82 FEET; THENCE SOUTH 34°38'28" WEST, A DISTANCE OF 185.90 FEET; THENCE SOUTH 25°18'01" WEST, A DISTANCE OF 179.61 FEET; THENCE SOUTH 33°58'21" WEST, A DISTANCE OF 134.10 FEET; THENCE SOUTH 13°07'24" EAST, A DISTANCE OF 71.79 FEET; THENCE SOUTH 17°02'51" WEST, A DISTANCE OF 84.32 FEET; THENCE SOUTH 29°27'19" WEST, A DISTANCE OF 149.61 FEET; THENCE NORTH 86°44'17" WEST, A DISTANCE OF 53.63 FEET; THENCE SOUTH 47°20'04" WEST, A DISTANCE OF 249.80 FEET; THENCE SOUTH 65°06'50" WEST, A DISTANCE OF 99.14 FEET; THENCE SOUTH 38°45'54" WEST, A DISTANCE OF 172.96 FEET; THENCE SOUTH 74°08'48" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 15°51'12" WEST ALONG THE EAST RIGHT OF WAY OF SAID U.S. HIGHWAY NO. 1, A DISTANCE OF 1441.27 FEET TO THE POINT OF BEGINNING.
CONTAINING 26.05 ACRES, MORE OR LESS

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 15°51'12" WEST FOR THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1.

2. ALL DRAINAGE EASEMENTS CREATED BY THIS PLAT ARE FOR THE USE AND BENEFIT OF AND BY TRANQUILITY COMMUNITY DEVELOPMENT DISTRICT.

3. UNLESS OTHERWISE SHOWN AN EASEMENT 5 FEET IN WIDTH IS HEREBY DEDICATED ADJACENT TO AND CONTIGUOUS WITH ALL SIDE LOT AND TRACT LINES FOR THE PURPOSE OF PROVIDING FOR INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE.

4. A 12 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL LOTS AND TRACTS COINCIDENT WITH AND ADJACENT TO PRIVATE ROAD RIGHT OF WAY TRACT RD–3, FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE.

5. SURVEY MONUMENTS WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.091 (7–9). ALL LOT CORNERS WILL BE SET WITH AN 1/2" IRON ROD AND CAP OR NAIL AND DISK STAMPED "POWSHOK PLS 5383" WHERE POSSIBLE BEFORE THE TRANSFER OF ANY LOTS.

6. TRACT RD–3 IS HEREBY DEDICATED AS PUBLIC ROADS TO BE OWNED AND MAINTAINED BY THE TRANQUILITY COMMUNITY DEVELOPMENT DISTRICT WITH AN EASEMENT FOR THE PURPOSE OF THE INSTALLATION AND MAINTENANCE OF PRIVATE AND PUBLIC UTILITIES INCLUDING THE CITY OF TITUSVILLE. THE CITY OF TITUSVILLE SHALL HAVE NO RESPONSIBILITY FOR MAINTENANCE OTHER THAN FOR THOSE UTILITIES OWNED BY THEM. THE TRANQUILITY COMMUNITY DEVELOPMENT DISTRICT WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROADS, SIDEWALKS, DRAINAGE AND LANDSCAPING. A PERPETUAL NON–EXCLUSIVE PUBLIC INGRESS AND EGRESS EASEMENT IS HEREBY RESERVED OVER AND UPON TRACT RD–3 AS SHOWN FOR THE CITY OF TITUSVILLE, ALL GOVERNMENT AGENCIES, ALL PUBLIC AND PRIVATE UTILITY COMPANIES AND EMERGENCY VEHICLES.

7. TRACTS B–2 AND B–3 SHALL BE FOR THE PURPOSE OF LANDSCAPE BUFFER, PRIVATE DRAINAGE AND OPEN SPACE AND SHALL BE OWNED AND MAINTAINED BY THE TRANQUILITY COMMUNITY DEVELOPMENT DISTRICT.

8. TRACTS C–2 AND C–3 SHALL BE FOR THE PURPOSE OF WETLAND CONSERVATION WITH THE INTENT TO PRESERVE THIS AREAS IN ITS NATURAL CONDITION AND TO PREVENT ANY USE OF THESE AREAS THAT MAY BE DETRIMENTAL TO THEIR ENVIRONMENTAL VALUE. THE TRACT SHOWN HEREON SHALL BE SUBJECT TO A CONSERVATION EASEMENT IN FAVOR OF THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PURSUANT TO SECTION 704.06. FLORIDA STATUTES. THE TRANQUILITY COMMUNITY DEVELOPMENT DISTRICT RESERVES THE RIGHT TO ACCESS THESE AREAS FOR THE PURPOSES OF THE INSTALLATION AND MAINTENANCE OF THE STORMWATER OUTFALL SYSTEM, MAINTENANCE OF DRAINAGE FLOW THROUGH ADDISON CREEK, PEDESTRIAN BRIDGE AND WALKWAY. TRACT C–2 AND C–3 SHALL BE OWNED AND MAINTAINED BY TRANQUILITY COMMUNITY DEVELOPMENT DISTRICT.

9. TRACT LS–3 SHALL BE FOR THE PURPOSE OF A PUBLIC SANITARY SEWER LIFT STATION SITE AND SHALL BE OWNED AND MAINTAINED BY THE CITY OF TITUSVILLE.

10. TRACTS ST–11, ST–12 AND ST–13 SHALL BE RESERVED FOR THE PURPOSE OF PUBLIC UTILITIES, DRAINAGE, LANDSCAPING, PEDESTRIAN WALKWAY, RECREATIONAL AMENITIES AND OPEN SPACE AND SHALL BE OWNED BY AND MAINTAINED BY THE TRANQUILITY COMMUNITY DEVELOPMENT DISTRICT.

11. THE TRANQUILITY COMMUNITY DEVELOPMENT DISTRICT HAS THE RIGHT TO ASSIGN ITS RIGHTS AND RESPONSIBILITIES HEREUNDER TO A HOMEOWNERS AND/OR OTHER PROPERTY OWNERS ASSOCIATION OR COMMUNITY DEVELOPMENT DISTRICT, AND/OR TO CONVEY ANY OF ALL OF THE TRACTS SET FORTH ON THIS PLAT, AND IN WHICH EVENT, THE TRANQUILITY COMMUNITY DEVELOPMENT DISTRICT SHALL BE RELEASED FROM SUCH ASSIGNED OBLIGATIONS. THERE IS HEREBY GRANTED AN INSPECTION EASEMENT OVER ALL PRIVATE DRAINAGE EASEMENTS AND DRAINAGE FACILITIES TO THE CITY OF TITUSVILLE.

12. WHERE MORE THAN ONE LOT OR PARTS OF LOTS ARE INTENDED TO BE USED AS A SINGLE BUILDING SITE, THE OUTSIDE BOUNDARIES OF THAT BUILDING SITE SHALL CARRY THE SIDE LOT EASEMENTS, PROVIDED THAT NO UTILITIES OR DRAINAGE FACILITIES EXIST WITHIN SAID EASEMENT AND NONE ARE NEGATIVELY IMPACTED AND PROPER VERIFICATION HAS BEEN MADE.

13. TOTAL NUMBER OF LOTS = 67
AVERAGE LOT SIZE = 50' X 125'

14. BUILDING SETBACKS:

FRONT–25', REAR–25', SIDE–5', SIDE CORNER–20'
BUILDING SETBACKS MUST BE VERIFIED WITH THE CITY OF TITUSVILLE BUILDING DEPARTMENT PRIOR TO CONSTRUCTION OF HOMES.

15. UNLESS OTHERWISE SHOWN ALL LINES ARE RADIAL.

16. AS REQUIRED BY THE CITY OF TITUSVILLE, THIS PLAT IS SUBJECT TO DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 8031, PAGE 2595 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND AS AMENDED FROM TIME TO TIME. FOR DECLARATIONS OF COVENANTS AND RESTRICTIONS SEE OFFICIAL RECORDS BOOK 9263, PAGE 592, OFFICIAL RECORDS BOOK 9263, PAGE 508, OFFICIAL RECORDS BOOK 9267, PAGE 2105, OFFICIAL RECORDS BOOK 9267, PAGE 2189, OFFICIAL RECORDS BOOK _____, PAGE _____, OFFICIAL RECORDS BOOK _____, PAGE _____ AND OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

17. 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.

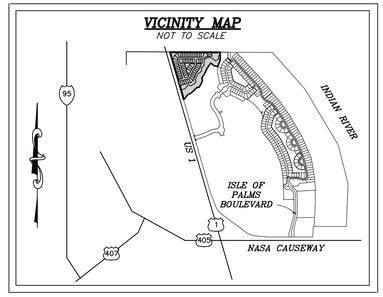
18. FOR ALL LOTS THERE IS A 5' REAR YARD SETBACK FOR SHEDS, POOL TANKS, SCREEN ENCLOSURES AND GAZEBOS. AIR CONDITIONER UNITS SHALL BE PERMITTED IN EITHER THE SIDE OR REAR YARD.

19. FURTHER SUBDIVISION OF ANY LOT SHOWN ON THIS PLAT AS SERVED BY A PRIVATE STREET SHALL BE PROHIBITED.

20. ALL OWNERS OF LAND INCLUDED BY THIS PLAT SHALL BE SUBJECT TO ANY ASSESSMENT OF COSTS REQUIRED TO CORRECT DEFICIENCIES CAUSED BY SUBSTANDARD CONSTRUCTION AND HOLD THE CITY OF TITUSVILLE HARMLESS FOR ANY ACCIDENT OR INJURY TO PERSONS OR PROPERTY THAT MAY RESULT THEREFROM.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

VICINITY MAP
NOT TO SCALE



NOTICE: AT THE TIME OF RECORDING OF THE PLAT, THE INFRASTRUCTURE WAS NOT IN PLACE. BUILDING PERMITS INCLUDING, BUT NOT LIMITED TO, PERMITS FOR CONSTRUCTION OF SINGLE FAMILY HOMES WILL NOT BE ISSUED UNTIL ALL REQUIRED INFRASTRUCTURE IS COMPLETED PURSUANT TO CITY OF TITUSVILLE CODE OF ORDINANCES AND LAND DEVELOPMENT REGULATIONS. THIS NOTICE WILL EXPIRE AT DATE OF ISSUANCE OF CERTIFICATE OF COMPLETION FOR THIS SUBDIVISION.

PLAT TRACT ACREAGE TABLE

TRACT	AREA
B–2	1.38 ACRES
B–3	0.30 ACRES
C–2	6.53 ACRES
C–3	0.11 ACRES
LS–3	0.07 ACRES
RD–3	2.90 ACRES
ST–11	3.18 ACRES
ST–12	0.38 ACRES
ST–13	0.43 ACRES

LEGEND

RLS DISTRICT	RESIDENTIAL LARGE SCALE DISTRICT
LD–RES	LOW DENSITY RESIDENTIAL
NAD	NORTH AMERICAN DATUM
O.R.B.	OFFICIAL RECORDS BOOK
(B.B.)	BEARING BASIS
D=	CURVE DELTA
R=	CURVE RADIUS
L=	CURVE LENGTH
CB=	CHORD BEARING
C=	CHORD DISTANCE
(NR)	NON–RADIAL
(R)	RADIAL
LB	LICENSED BUSINESS
□	5/8" IRON ROD PRM FOUND STAMPED "POWSHOK PRM PLS 5383"
■	5/8" IRON ROD PRM SET STAMPED "POWSHOK PRM PLS 5383" UNLESS SHOWN OTHERWISE
●	PCP NAIL AND DISK FOUND STAMPED "POWSHOK PCP PLS 5383"
○	PCP NAIL AND DISK SET STAMPED "POWSHOK PCP PLS 5383"
PRM	PERMANENT REFERENCE MONUMENT
PCP	PERMANENT CONTROL POINT
PLS	PROFESSIONAL LAND SURVEYOR
PSM	PROFESSIONAL SURVEYOR AND MAPPER
LB	LICENSED BUSINESS
TWP.	TOWNSHIP
R/W	RIGHT OF WAY
P.D.	PLANNED DEVELOPMENT

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That the City of Titusville, Florida hereby accepts said lands and plat for the uses and purposes therein expressed and all easements shown thereon to the perpetual use of the public for the purposes therein expressed.

_____
MAYOR Date

_____
City Clerk Date

CERTIFICATE OF REVIEWING SURVEYOR FOR CITY OF TITUSVILLE

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

_____
Reviewing Surveyor for the City of Titusville
Lynn Sanders, PLS 4863

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on March 03, 2026 I completed a boundary survey of the lands shown in the foregoing plat; and that said plat was prepared under my direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes and that said land is located in Brevard County, Florida.

_____ Registration No. 5383
Andrew W. Powshok, P.L.S.
AAL Land Surveying Services, Inc.
W. Melbourne, Florida 32904
3970 Minton Road
LB – 0006623
Certificate of Authorization Number

ACCEPTANCE OF DEDICATION

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and attested to by the officer named below on _____

BY _____
WILLIAM G. ALLEN
Manager

Tranquility Community Development District
219 East Livingston Street
Orlando, Florida 32801

Signed and sealed in the presence of:

_____ _____
(Print name) (Print name)
_____ _____
(Address) (Address)

STATE OF FLORIDA, COUNTY OF BREVARD
THIS IS TO CERTIFY, that on _____ 2025 before me, by means of ■ physical presence or □ on–line notarization, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared William G. Allen Jr. As Chairman, on behalf of Tranquility Community Development District, incorporated under the laws of the State of Florida, to me known to be the individual and officer described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and that the said Dedication is the act and deed of said Tranquility Community Development District.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

_____
(Print name) SEAL
NOTARY PUBLIC
County and State aforesaid
My Commission Number _____
My Commission Expires _____

PLAT BOOK____ PAGE____
SHEET 1 OF 3
SECTION 35 TOWNSHIP. 22 S., RANGE 35 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Companies named below, the owner's in fee simple of the lands described in

TRANQUILITY PHASE 3
REGIONAL MIXED USE DEVELOPMENT

hereby dedicates said lands as follows; Tracts RD–3 are hereby dedicated to the Tranquility Community Development District as described in general note #6; and all sidewalk, utility, and drainage easements as graphically shown are hereby dedicated to the Tranquility Community Development District as described in general notes #2, #3, #4, #7, #8, and #10; and Tract LS–3 is hereby dedicated the City of Titusville as described in note #9; and dedicates to the City of Titusville those easements as specifically designated in the Notes and shown on the plat for the uses and purposes stated herein.

No other easements or tracts are dedicated to or granted to the city by this plat. It being the intention of the undersigned that all other lots and tracts created by this plat be privately owned and maintained by each tract and lot owner and that the City of Titusville and the public have no right or interest therein.

The notes herein are hereby adopted by the undersigned, and the dedications made in said notes are hereby included in this dedication.

ACCEPTANCE OF DEDICATION

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and attested to by the officer named below on _____

BY _____
WILLIAM G. ALLEN
Manager

Carolina Holdings II, LLC
1645 Village Center Circle
Suite 170
Las Vegas, Nevada 89134

Signed and sealed in the presence of:

_____ _____
(Print name) (Print name)
_____ _____
(Address) (Address)

STATE OF FLORIDA, COUNTY OF BREVARD
The foregoing instrument was acknowledged before me, THIS IS TO CERTIFY, that on _____, 2025 before me, by means of ■ physical presence or □ on–line notarization, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared William G. Allen As Manager, on behalf of the company, incorporated under the laws of the State of Nevada, to me known to be the individual and officer described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and that the said Dedication is the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

_____
(Print name) SEAL
NOTARY PUBLIC
County and State aforesaid
My Commission Number _____
My Commission Expires _____

ACCEPTANCE OF DEDICATION

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and attested to by the officer named below on _____

BY _____
WILLIAM G. ALLEN
Manager

Sunbelt Titusville Investments LLC
1645 Village Center Circle
Suite 170
Las Vegas, Nevada 89134

Signed and sealed in the presence of:

_____ _____
(Print name) (Print name)
_____ _____
(Address) (Address)

STATE OF FLORIDA, COUNTY OF BREVARD
THIS IS TO CERTIFY, that on _____, 2025 before me, by means of ■ physical presence or □ on–line notarization, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared William G. Allen As Manager, on behalf of the company, incorporated under the laws of the State of Nevada, to me known to be the individual and officer described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and that the said Dedication is the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

_____
(Print name) SEAL
NOTARY PUBLIC
County and State aforesaid
My Commission Number _____
My Commission Expires _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1, Florida Statutes, and was filed for record on

_____ at _____.

File Number _____.

_____
Clerk of the Circuit Court in and for Brevard County, Florida

TRANQUILITY PHASE 3 REGIONAL MIXED USE DEVELOPMENT

LYING IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 35 EAST,
CITY OF TITUSVILLE, COUNTY OF BREVARD, FLORIDA

– PLAT PREPARED BY –
AAL LAND SURVEYING SERVICES, INC.
PROJECT #26242 TRANQUILITY PH 3
DATE: 06-18-26
3970 MINTON ROAD
WEST MELBOURNE, FLORIDA 32904
(321) 768-8110

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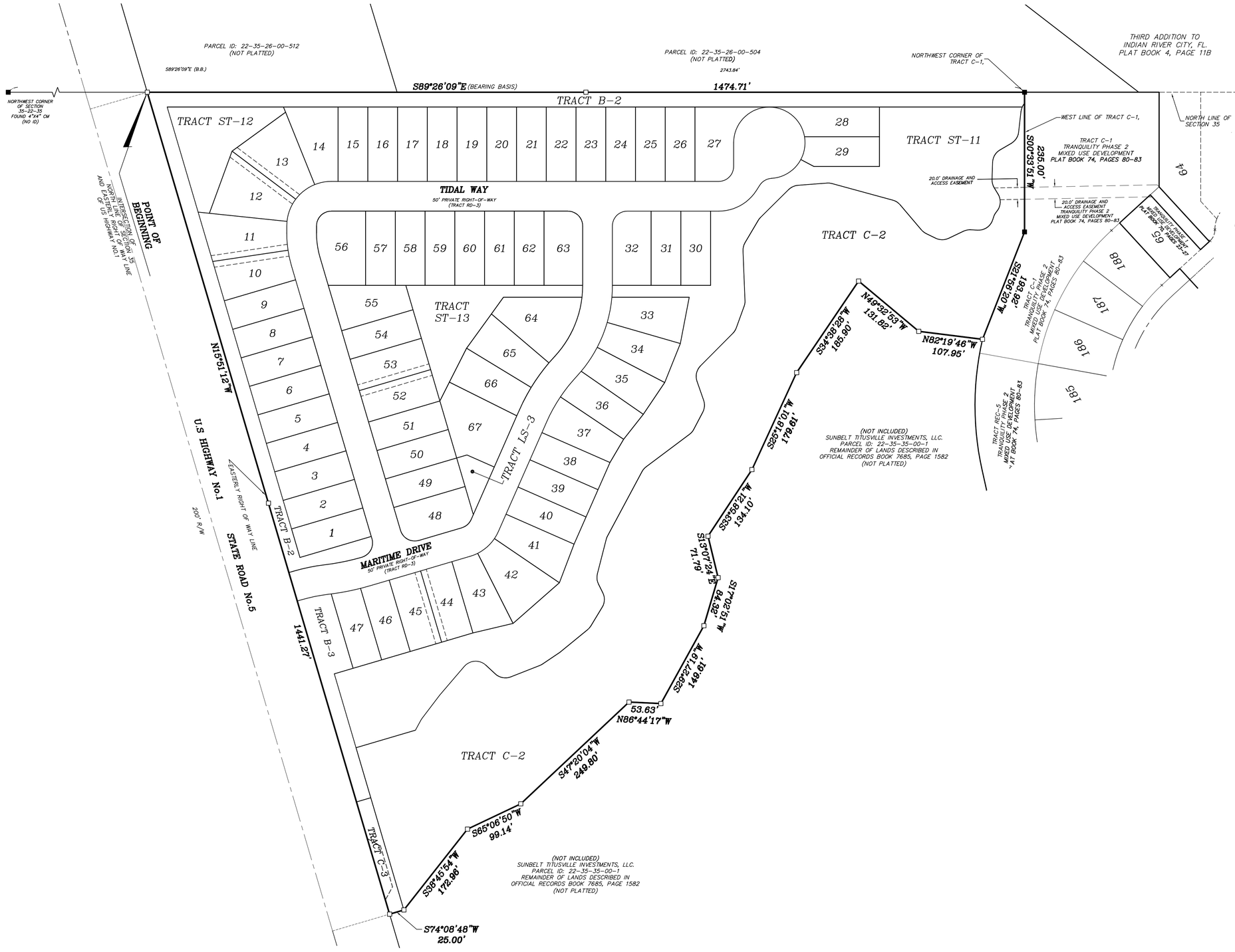
PLAT BOOK____ PAGE____
SHEET 2 OF 3
SECTION 35 TOWNSHIP. 22 S., RANGE 35 E.



LEGEND

RLS DISTRICT	RESIDENTIAL LARGE SCALE DISTRICT
LD-RES	LOW DENSITY RESIDENTIAL
NAD	NORTH AMERICAN DATUM
O.R.B.	OFFICIAL RECORDS BOOK
(B.B.)	BEARING BASIS
D=	CURVE DELTA
R=	CURVE RADIUS
L=	CURVE LENGTH
CB=	CHORD BEARING
C=	CHORD DISTANCE
(NR)	NON-RADIAL
(R)	RADIAL
LB	LICENSED BUSINESS
□	5/8" IRON ROD PRM FOUND STAMPED "POWSHOK PRM PLS 5383"
■	5/8" IRON ROD PRM SET STAMPED "POWSHOK PRM PLS 5383" UNLESS SHOWN OTHERWISE
●	PCP NAIL AND DISK FOUND STAMPED "POWSHOK PCP PLS 5383"
○	PCP NAIL AND DISK SET STAMPED "POWSHOK PCP PLS 5383"
PRM	PERMANENT REFERENCE MONUMENT
PCP	PERMANENT CONTROL POINT
PLS	PROFESSIONAL LAND SURVEYOR
PSM	PROFESSIONAL SURVEYOR AND MAPPER
LB	LICENSED BUSINESS
TWP.	TOWNSHIP
R/W	RIGHT OF WAY
P.D.	PLANNED DEVELOPMENT

TRANQUILITY PHASE 3 REGIONAL MIXED USE DEVELOPMENT

LYING IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, COUNTY OF BREVARD, FLORIDA

– PLAT PREPARED BY –
AAL LAND SURVEYING SERVICES, INC.
PROJECT #26242 TRANQUILITY PH 3
DATE: 06-18-26
3970 MINTON ROAD
WEST MELBOURNE, FLORIDA 32904
(321) 768-8110

PLAT BOOK____ PAGE____
SHEET 3 OF 3
SECTION 35 TOWNSHIP. 22 S., RANGE 35 E.

DETAIL A

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

LEGEND

RLS DISTRICT	RESIDENTIAL LARGE SCALE DISTRICT
LD-RES	LOW DENSITY RESIDENTIAL
NAD	NORTH AMERICAN DATUM
O.R.B.	OFFICIAL RECORDS BOOK
(B.B.)	BEARING BASIS
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PSM	PROFESSIONAL SURVEYOR AND MAPPER
LB	LICENSED BUSINESS
TWP.	TOWNSHIP
R/W	RIGHT OF WAY
P.D.	PLANNED DEVELOPMENT

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	300.00'	9°41'47"	50.77'	50.71'	S78°59'41"W
C2	400.00'	9°41'47"	67.69'	67.61'	N78°59'41"E
C3	50.00'	49°50'07"	43.49'	42.13'	N49°13'44"E
C4	300.00'	19°12'17"	100.56'	100.09'	S33°54'49"W
C5	200.00'	42°57'07"	149.93'	146.44'	N22°02'24"E
C6	169.19'	16°25'03"	48.48'	48.31'	S07°38'41"E
C7	50.00'	90°00'00"	78.54'	70.71'	S45°33'51"W
C8	50.00'	57°21'30"	50.05'	47.99'	N61°53'06"E
C9	325.00'	9°41'47"	55.00'	54.94'	S78°59'41"W
C10	375.00'	9°41'47"	63.46'	63.39'	N78°59'41"E
C11	25.00'	90°00'00"	39.27'	35.36'	N29°08'48"E
C12	194.19'	7°54'25"	26.80'	26.78'	S11°53'59"E
C13	194.19'	8°30'38"	28.84'	28.82'	S03°41'28"E
C14	75.00'	5°57'28"	7.80'	7.80'	S03°32'35"W
C15	75.00'	31°03'28"	40.65'	40.16'	S22°03'02"W
C16	75.00'	31°03'27"	40.65'	40.16'	S53°06'30"W
C17	75.00'	21°55'38"	28.70'	28.53'	S79°36'02"W
C18	25.00'	90°00'00"	39.27'	35.36'	N45°33'51"E
C19	60.00'	90°00'00"	94.25'	84.85'	S45°33'51"W
C20	60.00'	80°24'21"	84.20'	77.46'	N49°13'58"W
C21	60.00'	37°40'00"	39.44'	38.74'	N09°48'12"E
C22	60.00'	58°32'14"	61.30'	58.67'	N57°54'19"E
C23	25.00'	53°58'05"	23.55'	22.69'	S60°11'23"W
C24	75.00'	57°21'30"	75.08'	71.99'	N61°53'06"E
C25	25.00'	90°00'00"	39.27'	35.36'	S45°33'51"W
C26	225.00'	5°05'59"	20.03'	20.02'	N03°06'50"E
C27	225.00'	10°58'02"	43.07'	43.00'	N11°08'51"E
C28	225.00'	11°28'42"	45.08'	45.00'	N22°22'13"E
C29	225.00'	12°22'22"	48.59'	48.49'	N34°17'45"E
C30	225.00'	3°02'02"	11.91'	11.91'	N41°59'57"E
C31	275.00'	9°05'23"	43.63'	43.58'	S38°58'16"W
C32	275.00'	10°06'54"	48.55'	48.49'	S29°22'08"W
C33	75.00'	10°29'21"	13.73'	13.71'	N29°33'21"E
C34	75.00'	28°57'18"	37.90'	37.50'	N49°16'40"E
C35	75.00'	10°23'29"	13.60'	13.58'	N68°57'04"E
C36	425.00'	2°16'55"	16.93'	16.93'	N75°17'22"E
C37	425.00'	6°46'40"	50.28'	50.25'	N79°49'10"E
C38	425.00'	0°38'05"	4.71'	4.71'	N83°31'32"E
C39	275.00'	9°41'47"	46.54'	46.48'	S78°59'41"W
C40	25.00'	49°50'07"	21.74'	21.07'	N49°13'44"E
C41	25.00'	90°00'00"	39.27'	35.36'	S60°51'12"E
C42	144.19'	16°25'03"	41.32'	41.17'	S07°38'41"E
C43	25.00'	90°02'08"	39.29'	35.37'	S45°34'55"W
C44	25.00'	90°00'00"	39.27'	35.36'	N44°26'09"W
C45	175.00'	6°33'45"	20.04'	20.03'	N03°50'43"E
C46	175.00'	36°23'22"	111.15'	109.29'	N25°19'17"E
C47	325.00'	2°35'34"	14.71'	14.71'	S42°31'11"W
C48	325.00'	9°00'46"	51.12'	51.07'	S36°25'01"W
C49	325.00'	7°35'57"	43.11'	43.07'	S28°06'39"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°33'51"W	12.00'
L2	S33°12'21"W	10.79'
L3	S61°21'48"E	25.00'

MATCH LINE SEE BELOW LEFT

MATCH LINE SEE ABOVE RIGHT

TRACT C-2

TRACT ST-11

TRACT B-2

TRACT ST-13

TRACT ST-12

TRACT B-3

TRACT C-3

TRACT LS-3

TRACT C-1 TRANQUILITY PHASE 2 MIXED USE DEVELOPMENT PLAT BOOK 74, PAGES 80-83

20.0' DRAINAGE AND ACCESS EASEMENT TRANQUILITY PHASE 2 MIXED USE DEVELOPMENT PLAT BOOK 74, PAGES 80-83

30.0' DRAINAGE AND ACCESS EASEMENT

MARITIME DRIVE 50' PRIVATE RIGHT-OF-WAY TRACT R-3

TIDAL WAY 50' PRIVATE RIGHT-OF-WAY TRACT R-1

(NOT INCLUDED) SUNBELT TITUSVILLE INVESTMENTS, LLC. PARCEL ID: 22-35-35-00-1 REMAINDER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7685, PAGE 1582 (NOT PLATTED)

PARCEL ID: 22-35-35-00-504 (NOT PLATTED)

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

U.S HIGHWAY No.1 STATE ROAD No.5

EASTERLY RIGHT OF WAY LINE

EASEMENT DETAIL B

This instrument prepared by/return to:
Brian Stephens, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
730 E. Strawbridge Ave., Ste. 200
Melbourne, FL 32901

SUPPLEMENTARY DECLARATION TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR TRANQUILITY

(Addition of Phase 3)

THIS SUPPLEMENTARY DECLARATION to the Master Declaration of Covenants, Conditions, Restrictions, and Easements for Tranquility is made this _____ day of _____, 2026, by Carolina Holdings II, LLC, a foreign limited liability company ("Declarant").

RECITALS

A. Declarant previously recorded the Master Declaration of Covenants, Conditions, Restrictions, and Easements for Tranquility on September 20, 2021, in Official Records Book 9263, Page 508, et seq., of the Public Records of Brevard County, Florida, which was re-recorded on September 23, 2021, in Official Records Book 9267, Page 2105, et seq., of the Public Records of Brevard County, Florida ("Master Declaration"), pursuant to which Declarant subjected the first phase of the relevant project to the terms, conditions, covenants, restrictions, and easements set forth in the Master Declaration.

B. Declarant caused the project to be further expanded to include the second phase thereof by recording that certain Supplementary Declaration to the Master Declaration of Covenants, Conditions, Restrictions, and Easements for Tranquility in Official Records Book _____, Page _____, of the Public Records of Brevard County, Florida.

C. Declarant reserved the right in Sections 2.2 and 3.2(a) of the Master Declaration to submit Additional Property to the Master Declaration by recording a Supplementary Declaration in the Official Records of Brevard County, Florida.

D. Declarant desires and does hereby submit the third phase of the project – being the property described in Exhibit A attached hereto – to the Master Declaration as Additional Property, as defined by the Master Declaration.

NOW, THEREFORE, Declarant hereby submits the property described in Exhibit A attached hereto to the Master Declaration in accordance with the following provisions:

1. Submission of Additional Property. The property described in Exhibit A attached hereto ("Additional Property") is hereby submitted to the Master Declaration and made a part thereof. All owners of property within the Additional Property shall be bound by the terms and provisions of the Master Declaration, as amended and supplemented from time to time.

2. Ratification of Declaration. All provisions of the Master Declaration, as amended and supplemented from time to time, are hereby ratified, including the rights reserved to Declarant therein.

IN WITNESS WHEREOF, the Declarant has executed this Supplementary Declaration on the date and year first written above.

Witnesses

Carolina Holdings II, LLC.

By: William G. Allen, its Manager

_____
Signature of Witness 1

_____
Printed

_____
Signature

_____
Signature of Witness 2

_____
Printed

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this _____ day of _____, 2026, by William G. Allen, as Manager of Carolina Holdings II, LLC, on behalf of the company.

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

□ Personally Known or □ Produced Identification
Type of Identification Produced: _____ .

EXHIBIT A
ADDITIONAL PROPERTY

DESCRIPTION:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8937, PAGE 1975, AND A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7685, PAGE 1582, INCLUSIVE OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SECTION 35 AND THE EASTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 1 (STATE ROAD 5) FOR THE HEREIN DESCRIBED PARCEL; THENCE RUN SOUTH 89°26’09” EAST, ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 1474.71 FEET TO THE NORTHWEST CORNER OF TRACT C-1, TRANQUILITY PHASE 2 MIXED USE DEVELOPMENT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 74, PAGES 80-83, OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY; THENCE SOUTH 00°33’51” WEST ALONG THE WEST LINE OF SAID TRACT C-1, A DISTANCE OF 235.00 FEET; THENCE SOUTH 21°56’20” WEST ALONG SAID WEST LINE, A DISTANCE OF 193.92 FEET; THENCE NORTH 82°19’46” WEST, A DISTANCE OF 107.95 FEET; THENCE NORTH 49°32’53” WEST, A DISTANCE OF 131.82 FEET; THENCE SOUTH 34°38’28” WEST, A DISTANCE OF 185.90 FEET; THENCE SOUTH 25°18’01” WEST, A DISTANCE OF 179.61 FEET; THENCE SOUTH 33°58’21” WEST, A DISTANCE OF 134.10 FEET; THENCE SOUTH 13°07’24” EAST, A DISTANCE OF 71.79 FEET; THENCE SOUTH 17°02’51” WEST, A DISTANCE OF 84.32 FEET; THENCE SOUTH 29°27’19” WEST, A DISTANCE OF 149.61 FEET; THENCE NORTH 86°44’17” WEST, A DISTANCE OF 53.63 FEET; THENCE SOUTH 47°20’04” WEST, A DISTANCE OF 249.80 FEET; THENCE SOUTH 65°06’50” WEST, A DISTANCE OF 99.14 FEET; THENCE SOUTH 38°45’54” WEST, A DISTANCE OF 172.96 FEET; THENCE SOUTH 74°08'48" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 15°51'12" WEST ALONG THE EAST RIGHT OF WAY OF SAID U.S. HIGHWAY NO. 1, A DISTANCE OF 1441.27 FEET TO THE POINT OF BEGINNING.
CONTAINING 26.05 ACRES, MORE OR LESS.

SURETY PERFORMANCE BOND **BOND NO.** 800264079

KNOW ALL MEN BY THESE PRESENTS:

That **Carolina Holdings II, LLC** having an address of **1645 Village Center Cir Ste 170 Las Vegas, NV 89134** hereinafter referred to as "Principal", and **Atlantic Specialty Insurance Company ,** a corporation licensed to transact surety business in the State of Florida, and having an address of **605 Highway 169 North, Suite 800, Plymouth, MN 55441,** herein after referred to as "Surety", are held and firmly bound unto the City of Titusville, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY" in the sum of **$4,701,973.64**, lawful money of the United States of America, for the payment of which the Principal and the Surety, jointly and severally, bind themselves, their heirs, executors and successors and assigns, firmly by these presents.

WHEREAS, Principal has agreed to construct the improvements listed below in the **Tranquility Subdivision, Phase 3** as shown on the preliminary plat/engineering plans (construction plans) approved **June 9, 2026** and on the proposed final plat. The improvements to be constructed are as follows: infrastructure improvements, to guarantee the proper installation of water lines, sewer lines, drainage, sidewalks, roads and other public improvements related to the development of said plat, as shown on the approved site plan, including the reconstruction, restoration and repair of all existing and future street paving, shoulders, drainage swales, water and wastewater utilities and other drainage structures damaged or subsequently affected by construction of said improvements as determined by the City.

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully construct the improvements as stated herein without damaging any City road, facilities, utilities, property or easement and complete the work, acceptable to the City, according to approved plans, specifications and established standards within one (1) year from the date the final plat is approved, then this obligation shall be null and void, otherwise it shall remain in full force and effect. The City Administrator, for good cause shown by the Principal, may extend the time for installation of the public improvements for a period not to exceed six (6) months.

If the Principal shall be declared in default by the CITY for failure to construct the improvements or for damaging the City road, facilities, utilities, property or easement, the Surety shall have thirty (30) days from the date of said default within which to take whatever action it deems necessary to complete the work and/or repair damaged property if necessary. If, at the expiration of thirty (30) days from the date of said default, no arrangements have been made by the Principal or Surety satisfactory to the CITY for the corrective work required by the CITY, then the CITY shall have the right to perform such work and charge the cost thereof, including but not limited to, engineering, legal and other costs, together with any and all damages, which the CITY may sustain on account of the default. The CITY may, at its discretion, provide the Principal and

Surety with an estimate of costs of completing such work prior to completing such work, and the Principal and Surety shall be liable for the amount shown on such estimate prior to the CITY completing such work. After the expiration of the aforesaid grace period, the CITY shall have the additional right to contract for the completion of such work which the Principal has failed to perform or correct and upon the CITY's acceptance of the lowest responsible bid for the completion of said work, the Principal and Surety shall become immediately liable for the amount of said bid and in the event the CITY is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of twelve percent (12%) per annum beginning with the commencement of such legal proceedings. The CITY, at its discretion, may permit the Surety to complete such work in the event of the Principal's default. In such case, the Principal and Surety shall be jointly and severally liable hereunder to pay to indemnify the City, up to the amount of this bond, upon completion of said reconstruction, restoration or repair work, for the final total cost thereof, including but not limited to, engineering, legal and contingent costs together with any and all damages, which the City may sustain on account of the failure of the Principal to comply with all of the requirements thereof.

It is further agreed that the total amount of this bond shall be based on rates and/or unit costs as established in standards or other regulations currently in effect in the City of Titusville. In the event that the CITY commences suit for the collection of any sums due hereunder, the Principal agrees to pay all costs incurred by the CITY, including attorney's fees. No right or action shall accrue on this Bond to or for the use of any person or corporation other than the City names herein or the successors of the City. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Florida law for suit on contracts under seal.

The Surety hereby waives notice of and agrees that any changes or amendments to the Construction Plans, site plans or permits does not affect Surety's obligations under this Bond.

IN WITNESS HEREOF, the Principal and Surety has caused this Surety Performance Bond to be executed in its name and its respective corporate seal to be affixed, by its duly authorized officers,

EXECUTED this 30th day of September, 20 26.

PRINCIPAL: Carolina Holdings II, LLC

_____

Print name: _____

Title: _____

SURETY: Atlantic Specialty Insurance Company

Heather Loyd

Print name: Heather Loyd

Title: Attorney-in-fact

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20___, by **PRINCIPAL** name, title _____ by means of ☐ physical presence or ☐ online notarization, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public, State of Florida
Printed Name:
My Commission expires:

STATE OF Tennessee

COUNTY OF Shelby

The foregoing instrument was acknowledged before me this 30th day of September 20 26, by **SURETY** name, title Heather Loyd, Attorney-in-fact by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who has produced N/A as identification and who ~~did~~ (did not) take an oath.

_____
Notary Public, State of ~~Florida~~ Tennessee
Printed Name: Lauren Blair
My Commission expires: 03/15/2028

LAUREN BLAIR
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

[intact INSURANCE]

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alyssa Hunt, Ashley Burns, Camille Cruz, Emma J Bryant, Heather Loyd, Kelli E Hansen, Lauren Blair, Oana R Dimulescu, Ryan Norman**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in Fact includes any and all consents for the release of retained percentages and / or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and / or its assignee, shall not relieve this surety company of any of its obligations under its bond.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2026, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 30th day of September, 2026

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Nicole Pelletier, Assistant Secretary

Please direct bond verifications to surety@intactinsurance.com

SURETY PERFORMANCE BOND **BOND NO.** 800264080

KNOW ALL MEN BY THESE PRESENTS:

That we **Carolina Holdings II, LLC** having an address of **1645 Village Center Cir Ste 170 Las Vegas, NV 89134,** hereafter referred to as "Principal", and **Atlantic Specialty Insurance Company,** a corporation licensed to transact surety business in the State of Florida, and having an address of **605 Highway 169 North, Suite 800, Plymouth, MN 55441** hereinafter referred to as "Surety", are held and firmly bound unto the City of Titusville, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY" in the sum of **$86,743.80** for payment of which we bind ourselves, our heirs, executors and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, this Performance bond is being posted to delay the installation of sidewalks, throughout the **Tranquility, Phase 3** subdivision, except on lots obtaining a building permit, until two (2) years after the date of final plat approval for **Tranquility, Phase 3** subdivision. At the end of the two (2) years period, the Principal shall have installed all sidewalks pursuant to the approved final plat and Section 34-182 of the City's Land Development Regulations.

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully perform the conditions set forth herein without damaging any City road or easement, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

If the Principal shall be declared in default by the City for failure to install the improvements within the above time periods, the Surety shall have thirty (30) days from the date of said default within which to take whatever action it deems necessary to complete the work and/or repair damaged property if necessary. If, at the expiration of thirty (30) days from the date of said default, no arrangements have been made by the Principal or Surety satisfactory to the City for the corrective work required by the City, then the City shall have the right to perform such work and charge the cost thereof, including but not limited to, engineering, legal and other costs, together with any damages, either direct or consequential, which the City may sustain on account of the Principal's default. The City may, at its discretion, provide the Principal and Surety with an estimate of costs of completing such work prior to completing such work, and the Principal and Surety shall be liable for the amount shown on such estimate prior to the City completing such work. After the expiration of the aforesaid grace period, the City shall have the additional right to contract for the completion of such work which the Principal has failed to perform or correct and upon the City's acceptance of the lowest responsible bid for the completion of said permit, the Principal and Surety shall become immediately liable for the amount of said bid and in the event the City is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of twelve percent (12%) per annum beginning with the commencement of such legal proceedings. The City, at its discretion, may permit the Surety to complete such work in the event of the Principal's default.

In the event that the City commences suit for the collection of any sums due hereunder, the Principal agrees to pay all costs incurred by the City, including attorney's fees.

EXECUTED this 30th day of September, 20 26.

PRINCIPAL: Carolina Holdings II, LLC

_____

Print: _____

Title: _____

SURETY: Atlantic Specialty Insurance Company

Heather Loyd

Print: Heather Loyd

Title: Attorney-in-fact

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____ _____, by _____, 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:

[intact INSURANCE]

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alyssa Hunt, Ashley Burns, Camille Cruz, Emma J Bryant, Heather Loyd, Kelli E Hansen, Lauren Blair, Oana R Dimulescu, Ryan Norman**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in Fact includes any and all consents for the release of retained percentages and / or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and / or its assignee, shall not relieve this surety company of any of its obligations under its bond.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2026, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 30th day of September, 2026

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Nicole Pelletier, Assistant Secretary

Please direct bond verifications to surety@intactinsurance.com

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Resolution No. 22-2026 - Street Renaming Ponce De Leon Drive to Jessie Kirk Court**

Department/Office: Community Development

Recommended Action:

Conduct the public hearing and adopt Resolution No. 22-2026 to rename Ponce De Leon Drive to Jessie Kirk Court.

On October 7, 2026, the Planning and Zoning Commission (P&Z) made a motion to recommend approval of the Street Renaming Resolution – Ponce De Leon Drive to Jessie Kirk Court. Approved 5-0.

Summary Explanation & Background:

In May 2026, Brevard County E911 requested that the City officially rename the roadway and cul-de-sac located south of Golden Knights Boulevard. The request was prompted by the existence of two similarly named streets—Ponce De Leon Drive and Ponce De Leon Street—within the same mutual emergency response area, which could create confusion during emergency dispatches. Because Brevard County E911 has no record of approving or reserving the name **Ponce De Leon Drive** for the Titusville roadway, and **Ponce De Leon Street** already exists in the City of Cocoa, the City must rename the roadway to a name approved by Brevard County E911. The adjacent parcels are currently vacant, and the name change should not impact any property owners.

Name Significance:

Jessie Das Kirk passed away in Titusville, Florida, on March 3, 2025, and will be remembered as a beloved wife, stepmother, grandmother, and friend whose intelligence, generosity, kindness, adventurous spirit, and dedication to philanthropy touched countless lives through her family, community service, mentorship, and lifelong commitment to helping others.

Brevard County E911 approved the proposed street name, **Jessie Kirk Court**. The City's Public Works Department and Fire Department reviewed the proposed name change and expressed no objections.

Letters were mailed to all property owners abutting the street to provide notice of the public hearing consistent with the notification requirement in Section 30-240 of the Land Development Regulations.

Alternatives:

1. Do not adopt the resolution.

Item Budgeted:
N/A

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

Strategic Plan:
Goal 2: Efficient & Effective Services
Goal 6: Community Design

Strategic Plan Impact:

ATTACHMENTS:
1. Resolution XX-2026 Jessie Kirk Court
2. Obituary Jessie Kirk
3. Comment Letter - Brevard E911
4. Comment Letter - Fire
5. Comment Letter - PW
6. Letter to Property Owners
7. Map of Proposed Street Segment
8. Warranty Deed and Survey
9. Address Labels
10. Legal Ad_10-1-2026-Street Renaming to Jessie Kirt Ct

RESOLUTION NO. XX-2026

A RESOLUTION OF THE CITY OF TITUSVILLE, FLORIDA CHANGING THE NAME OF PONCE DE LEON DRIVE TO JESSIE KIRK COURT AND DIRECTING ITS USE UPON THE OFFICIAL MAPS AND RECORDS OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition was initiated by the City of Titusville, to rename Ponce De Leon Drive a public road, to Jessie Kirk Court; and

WHEREAS, Section 30-240 of the Land Development Regulations requires new street names to be approved by the City Council based upon a recommendation from the Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission recommended to City Council that Ponce De Leon Drive, a public street, be renamed; and

WHEREAS, Jessie Das Kirk passed away in Titusville, Florida, on March 3, 2025, and will be remembered as a beloved wife, stepmother, grandmother, and friend whose intelligence, generosity, kindness, adventurous spirit, and dedication to philanthropy touched countless lives through her family, community service, mentorship, and lifelong commitment to helping others; and

WHEREAS, the City Council of the City of Titusville, Florida determines that the proposed street name is in compliance with applicable codes and regulations.

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

Section 1. That Ponce De Leon Drive, south of Golden Knights Boulevard, and west of the F.E.C. Railroad, located in Sections 1, 2, 11 and 12, Township 23 South, Range 35 East be renamed to Jessie Kirk Court.

Section 2. Henceforth, said street shall be known as Jessie Kirk Court and the official records and maps of the City of Titusville, Florida shall be recorded to reflect said renaming of the street as shown on Exhibit A.

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

PASSED AND ADOPTED, this ___ day of _____, 2026.

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk



Jessie Kirk

June 08, 1952 - March 03, 2025

Jessie Das Kirk passed away in Titusville, Florida, on March 3, 2025. A beloved wife, stepmother, grandmother, and friend, she was known for her generosity, intelligence, and unwavering kindness.

Born in Kuala Lumpur, Malaysia, Jessie pursued an extensive education, earning degrees from the National University of Singapore and a law degree from Oxford University. Her adventurous spirit led her to travel the world, where she met the love of her life, Robert “Bob” Kirk. They married in 1991 and built a life together in Titusville, where they became deeply involved in philanthropy and real estate.

Jessie was a dedicated humanitarian, serving on the Jess Parrish Medical Foundation board, where she later became Chair. She was also a passionate supporter of Friends of the Children’s Advocacy Center as well as being a mentor encouraging education and entrepreneurship among her family and community.

After Bob’s passing in 2022, Jessie remained active in her business and family life, cherishing time with her stepchildren and grandchildren. She will be remembered for her courage, generosity, and love for those around her.

Jessie is survived by her stepson Robby Kirk (Tyane Kirk); stepdaughter Cathy Denson (Dr. Todd Denson); stepdaughter Krista Inochovsky (fiancé Michael Neeley); grandchildren Anisa Pizzichili, Alexis “LC” Kirk, Amanda Kirk, Drew Denson, Trevor Denson, Roman Inochovsky, Faira Inochovsky; and great-grandchildren Maverick, Revyn, Cora.

9-1-1 Systems Administration/Address Assignment

1751 Huntington Lane
Rockledge, Florida 32955

BOARD OF COUNTY COMMISSIONERS
Emergency Management

August 26, 2026

Eddie Galindo, AICP
Principle Planner
City of Titusville
555 S. Washington Avenue
Titusville, Florida 32781-2806

Dear Mr. Galindo:

RE: Street Name Request: Renaming of Unofficial Ponce De Leon Drive (T23-R35-S01, 02, 11, 12)

The below listed street name has been approved and will be held in reserve status for period of two years. If this name is not implemented within this time frame and another customer requests the name, it may be released for their use. Therefore, if the applicant still wants to utilize the name, they need to contact this office to re-reserve it.

Jessie Kirk Court

NOTE: The City has final authority regarding street name approval and street suffix.

The City will need to prepare and record a document officially naming the public right-of-way. Upon processing of the recorded document, our office will input the new street name and address range into the 9-1-1 Database and Mapping System.

Your continued cooperation is appreciated. If you need any further assistance, you may reach our office at (321) 690-6846 or by email at address.assign@brevardfl.gov.

Sincerely,

Regina R. Mahaney

Regina R. Mahaney
9-1-1 Addressing Coordinator
Brevard County 9-1-1 Systems Administration

Galindo, Eddy

From: Mack, Kyle
Sent: Tuesday, September 1, 2026 8:47 AM
To: Galindo, Eddy
Subject: RE: Re:[## 125656 ##] RE: Roadway Name Verification (Ponce De Leon Drive)

Good Morning,

Sorry about that, yes I did.

I spoke with both Dispatch and our Ops Chief. Both are good with the name change.

Have a great one!

Kyle Mack, FM, CFPS, CPST
Fire Inspector II/Plan Reviewer
Titusville Fire Department
Office 321-567-3805 **Cell** 321-302-6293
550 South Washington Ave. Titusville, FL 32796

Mission: Proactively serving the needs of our community through education, prevention, training, and response.

From: Galindo, Eddy <eddy.galindo@titusville.com>
Sent: Tuesday, September 1, 2026 8:38 AM
To: Mack, Kyle <Kyle.Mack@Titusville.com>
Subject: FW: Re:[## 125656 ##] RE: Roadway Name Verification (Ponce De Leon Drive)

Good morning Kyle,

Have you received any comments on the street renaming?

Thanks and have a great day,

Eddy Galindo, AICP
Principal Planner
City of Titusville, Florida
555 S. Washington Avenue
Titusville, FL 32781-2806
(321) 567-3976
eddy.galindo@titusville.com

For GIS Zoning & Future Land Use Interactive Map please visit: http://titusville.maps.arcgis.com/home/index.html

Please provide feedback on our service. The Community Development customer service survey is available at https://www.titusville.com/FormCenter/Community-Development-7/Customer-Satisfaction-Survey-55.

Galindo, Eddy

From: Reller, Sandra
Sent: Wednesday, August 26, 2026 1:36 PM
To: Galindo, Eddy
Subject: Re: [## 125656 ##] RE: Roadway Name Verification (Ponce De Leon Drive)

Public Works has no concerns.

Thanks,
Sandy

From: Galindo, Eddy <eddy.galindo@titusville.com>
Sent: Wednesday, August 26, 2026 10:56 AM
To: Reller, Sandra <Sandra.Reller@Titusville.com>
Subject: RE: [## 125656 ##] RE: Roadway Name Verification (Ponce De Leon Drive)

Good morning Sandy,

City Council did not approve renaming the roadway and cul-de-sac south of Golden Knights Boulevard from "Ponce De Leon Drive" to "Curiosity Court".

The Council gave staff direction to move forward with renaming the roadway to "Jessie Kirk Court." This name has been approved by Brevard County 9-1-1 Systems Administration.

Please let me know if Public Works has any concerns with the proposed street name change, as required by LDR Section 30-240(a)(1)a.3.

Thank you,
Eddy

From: Reller, Sandra <Sandra.Reller@Titusville.com>
Sent: Thursday, July 9, 2026 4:18 PM
To: Galindo, Eddy <eddy.galindo@titusville.com>
Subject: Re: [## 125656 ##] RE: Roadway Name Verification (Ponce De Leon Drive)

No concerns.

> On Jul 9, 2026, at 1:50 PM, Galindo, Eddy <eddy.galindo@titusville.com> wrote:
>
> Good afternoon Sandy,
>
> Brevard E911 has approved renaming the cul-de-sac south of Golden Knights Blvd from "Ponce De Leon Drive" to "Curiosity Court".
>
> Please let me know if Public Works has any concerns with the proposed street name change, as required by LDR Section 30-240(a)(1)a.3.

City of Titusville

"Gateway to Nature and Space"

555 SOUTH WASHINGTON AVENUE
TITUSVILLE, FLORIDA 32796-3584
POST OFFICE BOX 2806 (32781-2806)

PLANNING & GROWTH
MANAGEMENT DEPARTMENT
(321) 567-3782
(321) 383-5700
www.titusville.com

September 8, 2026

Dear Property Owner,

This letter is to notify you of upcoming public meetings to consider renaming Ponce De Leon Drive, a cul-de-sac located south of Golden Knights Boulevard, to Jessie Kirk Court.

A map of the proposed street segment is enclosed for your reference.

The proposed renaming will be considered at the following public meetings, both held in the City Council Chambers at City Hall, 555 South Washington Avenue:

- **Planning and Zoning Commission:** October 7, 2026, at 6:00 p.m.
- **City Council:** October 13, 2026, at 6:30 p.m.

A location map is also enclosed for your convenience.

If you have any questions, please contact me at eddy.galindo@titusville.com or 321-567-3976.

Sincerely,

Eddy Galindo, AICP
Principal Planner


BRISTOW
GOLDEN KNIGHTS BLVD
TICO RD
PONCE DE LEON DR
FEC RAILWAY
FEC RAILWAY
HIGHWAY 1
CANAVERAL WAY
ROCKET RD
ASTRONAUT LN
HARBOR PINE LN
HARBOR PALM LN
HARBOR OAK LN
1
BELLEWOOD ST
BONITA ST
MAY DR
PRECISION WAY
S HIGH

Right of way S1 [illegible]

ROUTING SLIP

___	CITY COUNCIL	___	CUSTOMER SERVICE
___	CITY MANAGER	___	DATA PROCESSING
_x_	CITY CLERK	___	ECONOMIC DEVELOPMENT
___	FINANCE ADMIN.	___	MARINA
___	CDBG	___	WATER RESOURCES
___	FIRE RESCUE	___	NORTH PLANT
___	LAW ENFORCEMENT	___	SOUTH PLANT
___	HUMAN RESOURCES	___	SOCIAL SERVICES
___	PUBLIC WORKS	___	PLANNING
___	SERVICES	___	FACILITIES MAINTENANCE
___	PURCHASING/ CONTRACTING	___	BUILDING
___	STORMWATER MANAGEMENT	___	COMMUNITY DEVELOPMENT
___	CODE ENFORCEMENT	___	DEVELOPMENT
		___	COMMUNITY REDEVELOPMENT AGENCY

DATE: February 5, 2007

TO: CHARLENE LEHMANN, RECORDS SUPERVISOR

FROM: Dwight W. Severs, City Attorney

RE: **FLAGLER DEVELOPMENT**/ORIGINAL WARRANTY DEED AND EASEMENT FOR SAFEKEEPING

THIS INSTRUMENT PREPARED BY
AND RETURNED TO:
JOHN H. EVANS, ESQUIRE
1702 South Washington Ave
Titusville, FL 32780

CFN 2007029202, OR BK 5745 Page 835,
Recorded 02/01/2007 at 11:13 AM, Scott Ellis, Clerk of Courts, Brevard County
Doc. D: $0.70 # Pgs:4

Property Appraisers Parcel I.D.

THIS RIGHT OF WAY SPECIAL WARRANTY DEED, made this 22nd of January, 2007 by FLAGLER DEVELOPMENT COMPANY, L.L.C., a Florida Limited Liability Company, hereinafter called Grantor to the CITY OF TITUSVILLE, hereinafter called Grantee, whose Post Office address is Post Office Box 2806, Titusville, Florida 32781.

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, that the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land, situate in Brevard County, State of Florida, viz:

See Exhibit "A" attached hereto and incorporated herein by reference, less and except any property owned by the Grantee.

IF PROPERTY IS NO LONGER BEING USED FOR A RIGHT OF WAY, THE PROPERTY REVERTS BACK TO THE GRANTOR.

Subject to Real Property Taxes for year 2006 and subsequent years.

Subject to restrictions, reservations, easements and covenants of record, reference hereto will not serve to impose same.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants as follows:

1. That the premises are free from all encumbrances made by Grantor; and
2. That Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under it, but against none other.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Susan Blount
Susan Blount
Print Witness Name

Tara Watson
Tara Watson
Print Witness Name

FLAGLER DEVELOPMENT COMPANY, L.L.C., a Florida Limited Liability Company

By: _____
Print Name: Keith A. Tickell
As: Exec. Vice President

STATE OF FLORIDA
COUNTY OF Duval

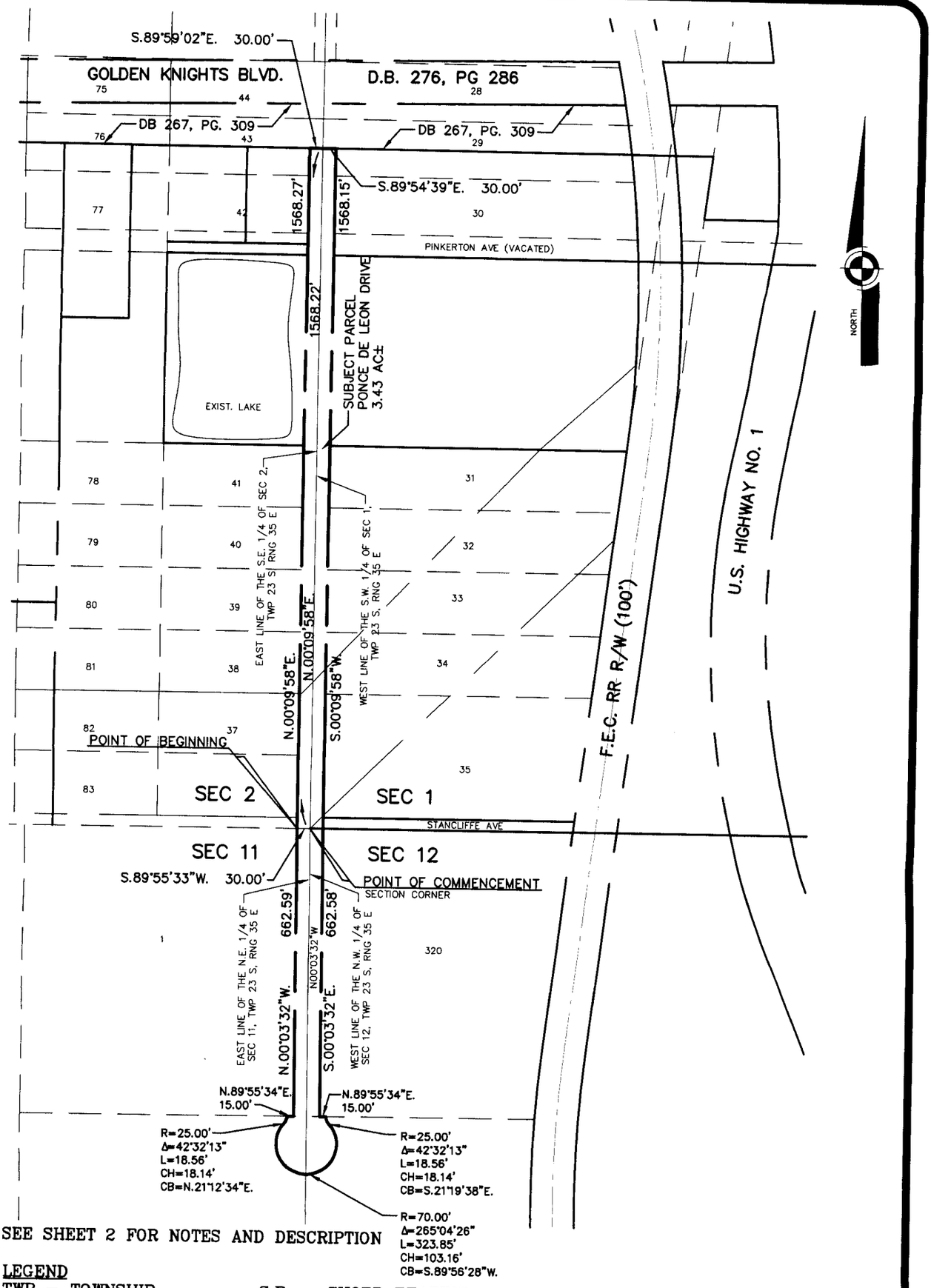
The foregoing instrument was acknowledged before me this 22nd day of January, 2007 by Keith A. Tickell as Exec. Vice President of Flagler Development Company, L.L.C., a Florida Limited Liability Company, who is X personally known to me or who _____ has produced a Driver's License as identification.

(SEAL)

Susan Blount
MY COMMISSION # DD188891 EXPIRES
June 3, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Susan Blount
Notary Public, State of Florida
My Commission Expires:_____

Staciedocs/FlaglerDev/ 8850/City/RightofWaySpecialWarrantyDeed/ 1-15-07-k



SEE SHEET 2 FOR NOTES AND DESCRIPTION

LEGEND

TWP – TOWNSHIP
RNG – RANGE
R/W – RIGHT-OF-WAY
SEC – SECTION
R – RADIUS
L – ARC LENGTH
C.B. – CHORD BEARING
Δ – DELTA
DB – DEED BOOK

1/16/07

Joseph Barry Cabaniss, P.L.S. Date
FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

PONCE DE LEON DRIVE

REVISED 01-04-07
REVISED 11-16-06

Sec.: 1,2,11&12
Twp.: 23 South
Rng.: 35 East
Dsn. by : B.C.
Drn. by : R.B.
Chk. by : B.C.

SKETCH AND DESCRIPTION PREPARED FOR:
FLAGLER DEVELOPMENT CORPORATION
BREVARD COUNTY FLORIDA

Date : 04/20/04
Scale : 1"=300'
P. N. : 289203

Bussen-Ma ng Group
100 PARNELL STREET LORIDA 32953
PH. NO.: (321) 4 454-6885

Sheet No. 1 of 2

EXHIBIT
tabbies
A
1 of 2

C:\Dwg\Eng\289203 Flagler - Ponce De Leon Drive\289203-DESC.dwg, 1/16/2007 1:48:22 PM, Cad-1

DESCRIPTION: (PONCE DE LEON DRIVE)

A PARCEL OF LAND LYING IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA FOR THE PURPOSES OF A 60 FOOT WIDE RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 23 SOUTH, RANGE 35 EAST; THENCE S.89°55'33"W., ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE POINT-OF-BEGINNING OF THIS DESCRIPTION TO WIT; THENCE DEPARTING SAID NORTH LINE, N.00°09'58"E., PARALLEL WITH AND 30.00 FEET WEST, OF THE EAST LINE OF THE SOUTHEAST ¼ OF SECTION 2, TOWNSHIP 23 SOUTH, RANGE 35 EAST, A DISTANCE OF 1,568.27 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE AS DESCRIBED IN DEED BOOK 267, PAGE 309 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S.89°59'02"E. ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE AFORESAID EAST LINE OF THE SOUTHEAST ¼ OF SECTION 2; THENCE S.89°54'39"E., ALONG SAID SOUTH RIGHT-OF-WAY LINE AS DESCRIBED IN DEED BOOK 267, PAGE 309, A DISTANCE OF 30.00 FEET TO A POINT LYING 30.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 23 SOUTH, RANGE 35 EAST; THENCE S.00°09'58"W., PARALLEL WITH AND 30.00 FEET EAST, OF SAID WEST LINE, A DISTANCE OF 1,568.15 FEET TO A POINT ON THE NORTH LINE OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 35 EAST; THENCE S.00°03'32"E., PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 12, A DISTANCE OF 662.58 FEET THENCE N.89°55'34"E. A DISTANCE OF 15.00 FEET TO A POINT ON A 25.00 FOOT RADIUS CIRCULAR CURVE CONCAVE EASTERLY; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°32'13", A DISTANCE OF 18.56 FEET SAID CURVE HAVING A CHORD BEARING OF S.21°19'38"E, AND A CHORD DISTANCE OF 18.14 FEET TO THE POINT-OF-REVERSE-CURVATURE OF 70.00 FOOT RADIUS CIRCULAR CURVE CONCAVE NORTHERLY; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE 265°04'26", A DISTANCE OF 323.85 FEET, SAID CURVE HAVING A CHORD BEARING OF S.89°56'28"W., A CHORD DISTANCE OF 103.16 FEET TO THE POINT-OF-REVERSE-CURVATURE OF A 25.00 FOOT RADIUS CIRCULAR CURVE CONCAVE WESTERLY; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°32'13", A DISTANCE OF 18.56 FEET, SAID CURVE HAVING A CHORD BEARING OF N.21°12'34"E. AND A CHORD DISTANCE OF 18.14 FEET; THENCE N.89°55'34"E. A DISTANCE OF 15.00 FEET; THENCE N.00°03'32"W. PARALLEL WITH AND 30.00 FEET WEST, OF THE EAST LINE OF THE NORTHEAST ¼ OF SECTION 11, TOWNSHIP 23 SOUTH, RANGE 35 EAST, A DISTANCE OF 662.59 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 3.43 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD AND THE FINDINGS OF A VALID SURVEY.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 2, TOWNSHIP 23 SOUTH, RANGE 35 EAST BEING N.00°09'58"E. AN ASSUMED BEARING.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID UNLESS SIGNED AND SEALED WITH A RAISED EMBOSSED SEAL.
4. SEE SHEET 1 OF 2 FOR SKETCH.
5. THIS SKETCH AND DESCRIPTION IS CERTIFIED CORRECT TO: FLAGLER DEVELOPMENT CORPORATION.

1/16/07

Joseph Barry Cabaniss, P.L.S. Date
FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

PONCE DE LEON DRIVE

REVISED 01-16-07
REVISED 01-04-07
REVISED 11-16-06

Sec.: 1,2,11&12
Twp.: 23 South
Rng.: 35 East
Dsn. by : B.C.
Drn. by : R.B.
Chk. by : B.C.

SKETCH AND DESCRIPTION PREPARED FOR:
FLAGLER DEVELOPMENT CORPORATION

BREVARD COUNTY FLORIDA

Date : 04/20/04
Scale : 1"=300'
P. N. : 289203
Sheet No. 2 of 2

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100 PARNELL S
PH. NO.:

ering Group
D, FLORIDA 32953
(321) 454-6885

EXHIBIT
A
2 of 2

C:\Dwg\Eng\289203 Flagler - Ponce De Leon Drive\289203-DESC.dwg, 1/16/2007 1:48:20 PM, Cad-1

JOHN H. EVANS, P.A.
ATTORNEY AT LAW

1702 SOUTH WASHINGTON AVENUE
TITUSVILLE, FLORIDA 32780

TEL: 321/267-5504
FAX: 321/267-0418
johnhevanspa@yahoo.com

Received
FEB 5 2007
City Attorney's Office

February 2, 2007

Dwight Severs, Esquire
City of Titusville
555 South Washington Ave.
Titusville, FL 32780

RE: Flagler Development/City of Titusville
Our File No.: JHE-8850

Dear Mr. Severs:

Enclosed please find the original recorded Right-of-Way Warranty Deed and the original recorded Public Utility and Drainage Easement regarding the above referenced matter. If there are any questions or comments, please contact me.

Sincerely,

John H. Evans, Esquire

JHE/jhs
Enclosures
cc: Mr. Lewis Graham via fax: 904-565-4144 (w/copy of enclosures)
Joe Mayer via fax: 454-6885 (w/copy of enclosures)

TaxAcct	OWNER_NAME1 OWNER_NAME2	OWNER_STREET_NAME OWNER_ADDRESS2	OWNER_CITY OWNER_STATE OWNER_ZIP5
Tax Account ID: 2323241	FECI PROPERTY LLC	2855 S LE JEUNE RD 4TH FLOOR	MIAMI, FL 33134
Tax Account ID: 2300400	FECI PROPERTY LLC	2855 S LE JEUNE RD 4TH FLOOR	MIAMI, FL 33134
Tax Account ID: 2300318	FECI PROPERTY LLC	2855 S LE JEUNE RD 4TH FLOOR	MIAMI, FL 33134
Tax Account ID: 2323242	FECI PROPERTY LLC	2855 S LE JEUNE RD 4TH FLOOR	MIAMI, FL 33134
Tax Account ID: 2323636	FLORIDA EAST COAST RAILWAY LLC	2855 S LE JEUNE RD 4TH FLOOR	MIAMI, FL 33134
Tax Account ID: 2300316	TITUSVILLE-COCOA AIRPORT AUTHORITY	1 BRISTOW WAY	TITUSVILLE, FL 32780

10-1-26
gm

CITY OF TITUSVILLE
NOTICE OF PUBLIC MEETINGS
STREET RENAMING OF
PONCE DE LEON DRIVE

PLEASE TAKE NOTICE of upcoming meetings to hear from interested persons regarding *Street Renaming Application No. 1-2026* and the formal adoption of a proposed resolution that proposes renaming *Ponce De Leon Drive*, a cul-de-sac located south of Golden Knights Boulevard (Titusville, Florida), to *Jessie Kirk Court*. The public meetings will be held at the City of Titusville, City Hall, second floor, Council Chamber, 555 South Washington Avenue, Titusville, FL 32796, as follows:

- Titusville Planning and Zoning Commission meeting on **Wednesday, October 7, 2026.** This meeting commences at **6:00 p.m.**

- Titusville City Council meeting on **Tuesday, October 13, 2026.** This meeting commences at **6:30 p.m.**

The proposed application and resolution may be inspected by the public at the City of Titusville Planning Department during normal business hours, Monday through Friday (excluding holidays and weekends). All interested parties are hereby advised that they may appear at said meetings and be heard with respect to the proposed application and resolution.

Any person who decides to appeal any decision of the City Council or the Planning and Zoning Commission with respect to any matter being considered at these meetings will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

Wanda F. Wells, MMC, City Clerk, City of Titusville, 555 South Washington Avenue, Post Office Box 2806, Titusville, Florida 32781-2806, Phone 321-567-3686 and Fax 321-383-5704

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Ordinance No. 32-2026 Convenience Stores and Retail Gasoline Sales**

Department/Office: Community Development

Recommended Action:

Conduct the second reading and the final public hearing on Ordinance No. 32-2026 amending Convenience Stores and Retail Gasoline Sales in the zoning code.

Ordinance No. 32-2026, an ordinance of the City of Titusville, Florida, amending the code of ordinances to consolidate Retail Gasoline Sales and Convenience Store uses and allow Convenience Stores as a Limited Use in the Tourist (T), Community Commercial (CC), Downtown Mixed Use Midtown (DMU-M), and Civic Waterfront (DMU-C) sub-districts, by amending Sections 28-54 “Use Table, Commercial Uses” and 28-112, “Convenience Stores (Without Retail Gasoline Sales)” and deleting Section 28-168 “Retail Gasoline Sales”; providing for severability, repeal of conflicting ordinances, incorporation into the code, and an effective date. (This is a legislative item.) (This is the second reading and the final public hearing.)

On September 16, 2026, the Planning and Zoning Commission recommended approval with the provision that the definition be amended to include electrical service as a fuel. Approved 7-0

Summary Explanation & Background:

The staff recommends the City Council amend the zoning use code to address ambiguities related to convenience stores and gasoline sales. The Zoning Use Table found in Section 28-54 of the Code lists the allowable uses in each zoning district. Currently convenience stores and the retail sale of gasoline are listed as two separately independent uses with conditions specific to each. In addition, the Code lacks a definition for convenience stores. The staff desires to clarify convenience stores and retail gasoline sales under the convenience store use and introduce a definition. This is a staff initiated ordinance based on City Council's May 26, 2020, directive to review the Land Development Regulations to encourage redevelopment.

Alternatives:

1. Adopt the ordinance as written.
2. Adopt the ordinance with changes.
3. Do not approve the ordinance.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Gas Retail Ord Ver5
2. Business Impact Estimate_Gas Retail_Convenience Stores 9-1-2026
3. Combo Ad - Food Pantries & Convenience Stores_Ad 1 of 2__9-10-2026
4. Combo Ad #2_Food Pantries & Convenience Stores_Ad 2 of 2__9-24-2026

ORDINANCE NO. X-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES TO CONSOLIDATE RETAIL GASOLINE SALES AND CONVENIENCE STORE USES AND ALLOW CONVENIENCE STORES AS A LIMITED USE IN THE TOURIST (T), COMMUNITY COMMERCIAL (CC), DOWNTOWN MIXED USE MIDTOWN (DMU-M), AND CIVIC WATERFRONT (DMU-C) SUBDISTRICTS, BY AMENDING SECTIONS 28-54 "USE TABLE, COMMERCIAL USES" AND 28-112, "CONVENIENCE STORES (WITHOUT RETAIL GASOLINE SALES)" AND DELETING SECTION 28-168 "RETAIL GASOLINE SALES"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the current ordinance separating convenience stores and retail gasoline sales creates ambiguity in its application; and

WHEREAS, the City Council desires to amend the zoning code to clarify convenience stores and retail gasoline sales under the convenience store use; and

WHEREAS, the Planning and Zoning Commission has reviewed the proposed amendments and made recommendations on the adoption of the amendments.

BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA as follows:

SECTION 1: Recitals. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2: That Chapter 28, "Zoning", Article IV, "Use Table", Section 28-54, "Use Table, Commercial Uses", of the Code of Ordinances, City of Titusville is hereby amended to read as follows:

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Sec. 28-54. Use Table.

	Agriculture and Public			Residential Districts										Commercial Districts						Industrial Districts				Mixed-Use														Standards
Permitted Principal Use	GU	OR	P	RE	RR	R1A	R1B	R1C	R-2	R-3	RMH-1	RMH-2	RHP	HM	T	NC	CC	RC	OP	M-1	M-2	M-3	PID	DMU				UMU	SMU	RMU					UV	IRCN		See Noted Section for Use Specific Standards
	Key: P = Permitted; L = Permitted subject to limitations; C = Condition; Blank Cell = Use Prohibited																							Downtown	Uptown	Midtown	Civic Waterfront			100	200	300	400	500		C	R	
Commercial																																						
Adult day care																L	L	L	L					L	L	L		L				L	L		L	L		28-90
Advertising agency																P	P	P	P					P	P	P	P	P	P		P	P	P			P		28-91
Animal kennel	P														L	C	L	L	C					L	C	L		L										28-92
Animal shelter	P															C	C	L	C	C	L	L											L					28-93
Arcade amusement center																		C																				28-94
Art, craft, and hobby shop																P	P	P						P	P	P		P			P	P	P		P	P		28-95
Art studio																P	P	P	P					P	P	P		P	P		P	P	P		P	P		28-96
Automobile repair																	P	P		P	P	P	L			L						C	P			L		28-97
Automobile/vehicle sales																	P	P						L		L		L				C	P		L	L		28-98
Bakery, retail																P	P	P					L	P	P	P		P			P	P	P		P	L		28-99
Barber/beauty shop/salon															P	P	P	P	P					P	P	P		P			P	P	P		P	P		28-100
Bed and breakfast inns	L	L		L	L	L	L	L	L	L														L	L	L	C	L	L		C	C	L			L	L	28-101
Bicycle sales/service															P	P	P	P						P	P	P		P							P			28-101.1
Billboard (principal use)	L														L		L	L		L	L	L																28-102
Billiards/pool hall																	C	P						P	P	P	P	L				C	P			P		28-103
Boat sales																	P	P															P			L		28-104
Book store																P	P	P						P	P	P	P				P	P	P			P		28-105
Buildings over 60 feet in height																																			C			28-106
Car rental agencies															P		P	P								L							P					28-107
Car wash															L		L	L		L	L	L			L	L						C	C	L				28-108

Ceramic shop																P	P	P						P	P	P	P	P			P	P	P			P		28-109
Child care facility	C			C	C	C	C	C	C	C	C	C				L	L	L	L				L	C	C	C		L			C	C			C	L	C	28-110
Clothing and shoe stores																P	P	P						P	P	P	P	P			P	P	P		P	P		28-111
Convenience store ~~(without retail gasoline sales)~~															L	C	~~C~~ L	L						L	L	~~C~~ L	~~C~~ L	L			C	L	L			C		28-112
Copy center															P	P	P	P	P					P	P	P					P	P	P		P			28-113
Crematory services														C			C	C		C		C											C					28-114
Delicatessens															P	P	P	P						P	P	P	P	P	P		P	P	P		P	P		28-115
Docks (principal use)																													P									28-116
Drinking establishments (bar, tavern, lounge)															P		P	P						P	P	P	C	L				C	P		P	L		28-117
Dry cleaner															P		P	P		P				P	P	P		L				C	P	P	P	P		28-118
Electronic gaming establishment																		C																				28-119
Emergency clinics														P	P	P	P	P						P	P	P							P		P			28-120
Farmers market/food stand																												L							P		28-121
Financial institutions (bank)															P	P	P	P	P				P	P	P	P		L	P			C	P		P	P		28-122
Fitness center														P		L	P	P	L				C	P	P	P		L	C			P	P		P	P		28-123
Florists																P	P	P					L	P	P	P	P	P				P	P		P	P		28-124
Funeral establishment (without cemetery)														P			P	P	P									L					P			P		28-125
Furniture store																P	P	P						P	P	P		L	P			P	P		P	P		28-126
Gift shops															P	P	P	P						P	P	P	P	P				P	P		P	P		28-127
Graphic printing and copying services																	P	P		P				P	P	P							P	P	P			28-128
Grocery store																P	P	P						P	P	P		L				C	P		L	P		28-129
Hardware store																P	P	P						P	P	P	P	L				P	P			L		28-130
Hospitals														P										C	C	C													28-131
Hotel/motel															P									P	P	P	P		P			C	P		P			28-132
Ice cream parlors															P	P	P	P						P	P	P	P	P	P		P		P		P	P		28-133
Ice vending buildings																				L																		28-134

Insurance office																P	P	P	P					P	P	P	P	P			P	P	P		P	P		28-135
Jewelers																P	P	P						P	P	P		P				P	P		P	P		28-136
Laboratory (medical)														P										C	C	C							C					28-137
Laundromat											P	P			P	P	P	P						P		P	L	L				C	P			P		28-138
Legal office																P	P	P	P					P	P	P	P	P				P	P		P	P		28-139
Liquor store																C	P	P										C				C	P					28-140
Lumber and building supplies sales																		L															C					28-141
Lumber yard																					L	L																28-142
Marina and yacht basin															C										L		L		C			C	C					28-143
Medical equipment and supplies sales														P			P	P															P					28-144
Medical marijuana dispensing facility														L			L	L	L			L	L	L	L	L	L				C	L		L	L		28-144.7
Medical office/clinic														P		P	P	P	P				L	P	P	P		L	P		P	P	P		P	P		28-145
Mobile food dispensing vehicle			L														L	L		L				L	L	L	L											28-145.1
Mobile vendor																	L	L		L									L									28-146
Movie theater																		P																P				28-147
Newsstands															P	P	P	P						P	P	P	P					P	P		P	P		28-148
Off-street parking lots															P	C	C	C						P	P	P	P	C				C	C		L	P		28-149
Open air market																								L	C	L	L	L								L		28-150
Outdoor storage																					L					C												28-151
Package and parcel delivery service																				P	P		P											P				28-152
Pain management clinic/cash only pharmacy														C																								28-153
Parking structures																							L	L	L	L	L							P				28-154
Passive commercial uses									C	C																										L		28-155
Personal services															P	P	P	P	P					P	P	P					P	P	P		P	P		28-156
Pet grooming services																	P	P						P	P	P		L			P	P		P	L		28-157
Pet stores																	P	P								P						P		P			28-158

Pharmacies														P			P	P	L				P	P	P	P	P	L				C	P		P	L		28-159
Photographic shops															P	P	P	P						P	P	P		P				P	P	P		P	P		28-160
Postal and mailing services															P	P	P	P	P					P	P	P		L				P	P		P	P		28-161
Printing and copying stores																P	P	P						P	P	P	P	L			P	P	P		P	L		28-162
Private club				C	C	C	C	C	C	C	C	C			C	C	C	C	C					C		L	L				C	C	C					28-163
Professional offices																P	P	P	P				P	P	P	P	P	P	P		P	P	P		P	P		28-164
Radio and television sales																P	P	P						P	P	P					P	P	P		P			28-165
Repair and service for small equipment items																		P		P				P		P							P					28-166
Restaurants/caterers															P	L	P	P		L	L		L/C	P	P	P	P	L	P		P	P	P		P	L		28-167
~~Retail gasoline sales~~															~~L~~	~~C~~	~~L~~	~~L~~						~~L~~	~~L~~	~~L~~	~~L~~				~~C~~	~~L~~	~~L~~			~~C~~		28-168
Retail sales and service (see section 28-51)																P	P	P						P	P	P	P		P			C	P		P			28-169
Screen printing shops																P	P	P		P	P	P	P	P	P	P		L				P	P	P	P	L		28-170
Shoe repair															P	P	P	P						P	P	P					P	P	P		P			28-171
Spa														C		C	P	P	C				C	P	P	P		P	C				P		P	P		28-172
Sporting goods store																P	P	P														P	P		P	P		28-173
Tailor services															P	P	P	P										P				P	P		P	P		28-174
Temporary labor agency																							L			C												28-175
Transient accommodations															P															C						C		28-176
Travel agencies															P	P	P	P	P				L	P	P	P		P			P	P	P		P	P		28-177
Travel trailer park												C			C																							28-178
Truck stop plaza															C			C																				28-179
Upholstery shops																	P	P		P						P		L					P	P		P		28-180
Veterinarian	P															L	L	L	L	P				C	C	L		L					L	P		L		28-181
Video game arcades															P			C						P	P	P	P	P				C	P		C	P		28-182

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SECTION 3: That Chapter 28, "Zoning", Article V, "Use Standards", Division 3, "Commercial", Section 28-112, "Convenience store (without retail gasoline sales)", of the Code of Ordinances, City of Titusville is hereby amended to read as follows:

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~~C~~	L					

GU	OR	P	DMU				UMU	SMU	RMU					UV	IRCN	
			D	U	M	C			100	200	300	400	500		C	R
			L	L	L ~~C~~	L ~~C~~	L			C	L	L			C	

(b) Definition

Convenience Store~~s~~ means~~: As defined by Florida Statutes §500.03 as may be amended. A~~ a retail business occupying a relatively small floor area, designed to provide for the frequent purchase of convenience items, including food, beverages, personal care products, and other everyday merchandise. The establishment may operate independently or in conjunction with motor fuel dispensing facilities.

(c) Standards for Permitted Uses with Limitations

(1) Convenience Stores in any permitted 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~~ by landscaping and gasoline service islands.

~~b. Shall be subject to all special requirements for retail gasoline sales establishments if the proposed store is to include such use as set forth per Section 28-168 Retail Gasoline Sales of this Article.~~

b~~c~~. Shall have appropriate security systems to include, but not be limited to, the following: convenience stores 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~~ daily basis by 11:00 p.m.

c~~d~~. Shall not have as a part of its operation coin operational amusement devices.

d~~e~~. 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 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.

(3) In addition to the standards in (c)(1) and (c)(2) above, retail gasoline sales in the Downtown Mixed-Use (DMU), Civic ~~waterfront~~Waterfront sub-district shall be accessory to a marina. ~~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.~~

b. ~~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.~~

(3) In addition to the regulations in (c)(1) above, in the Urban Mixed Use (UMU) zoning district, convenience stores:

a. Shall be located on property that is adjoining to an intersection of Deleon Avenue or Park Avenue.

b. 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 ~~*Tourist (T)*~~, Neighborhood Commercial (NC) zoning distrct, ~~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 district~~s~~, 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.

~~(1)~~(2) A convenience store located within the Area of Critical Concern may be required to obtain a Conditional Use Permit in accordance with Section 3.9.4.4, Conditional Uses, of the Hazardous Materials Technical Manual. The applicability of this provision to convenience stores shall not be construed to preclude or limit the requirement for other uses to obtain a Conditional Use Permit when otherwise required by this Code or applicable regulations.

SECTION 4: That Chapter 28, "Zoning", Article V, "Use Standards", Division 3, "Commercial", Section 28-168, "Retail gasoline sales", of the Code of Ordinances, City of Titusville is hereby amended to read as follows:

Sec. 28-168. Reserved. ~~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.

SECTION 5. SEVERABILITY. If any provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a

separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. INCORPORATION INTO THE CODE. This Ordinance shall be incorporated into the City of Titusville Code of Ordinances and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing: Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the Code may be made.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become in full force and effect upon adoption by the City Council in accordance with the Charter of the City of Titusville, Florida.

PASSED AND ADOPTED, this ___th day of _____, 2026.

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

DRAFT

City of Titusville, Florida
Business Impact Estimate

This form should be included in the City Council agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Titusville website by the time notice of the proposed ordinance is published, excluding the exceptions provided in 166.041(4), Florida Statutes.

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES TO CONSOLIDATE RETAIL GASOLINE SALES AND CONVENIENCE STORE USES AND ALLOW CONVENIENCE STORES AS A LIMITED USE IN THE TOURIST (T), COMMUNITY COMMERCIAL (CC), DOWNTOWN MIXED USE MIDTOWN (DMU-M), AND CIVIC WATERFRONT (DMU-C) SUBDISTRICTS, BY AMENDING SECTIONS 28-54 "USE TABLE, COMMERCIAL USES" AND 28-112, "CONVENIENCE STORES (WITHOUT RETAIL GASOLINE SALES)" AND DELETING SECTION 28-168 "RETAIL GASOLINE SALES"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with Section 166.041(4*), Florida Statutes*. If one or more boxes are checked below, this means the City of Titusville is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the county;
c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
e. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Titusville hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
The clarifies ambiguities between convenience stores and retail gas by combining them under one use with limitations.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Titusville, if any:
The ordinance reduces the burden of public hearings on new businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
It is impossible to predict the number of businesses likely to be impacted by the proposed ordinance.

4. Additional information the governing body deems useful (if any):

Reviewed
9/10/2026
PS.

CITY OF TITUSVILLE NOTICE OF PUBLIC HEARINGS FOR PROPOSED ENACTMENT OF TITUSVILLE CITY ORDINANCES

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9-23-26
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BRE44611196

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Ordinance Food Pantries**

Department/Office: Community Development

Recommended Action:
This item was withdrawn by staff.

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. Combo Ad_Food Pantries & Convenience Stores_Ad 1 of 2__9-10-2026
2. Combo Ad 2_Food Pantries & Convenience Stores_Ad 2 of 2__9-24-2026

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Reviewed 9/10/2026 PT

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BRE44611196

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Bradley Parrish, Community Development Director

Subject: **Ordinance No. 36-2026 Live Local**

Department/Office: Community Development

Recommended Action:

Conduct the second reading and public hearing of Ordinance No. 36-2026 Live Local.

Ordinance No. 36-2026, an ordinance of the City of Titusville, Florida, amending Chapter 29, “Special Districts And Overlays”, Article VIII, “Special Land Use Standards”, to amend development standards for Live Local Act affordable housing projects pursuant to Section 166.04151, Florida Statutes, by amending Sections 29-144, “Purpose”, 29-145, “Definitions”, 29-146, “Development Standards”, and 29-147, “Review Process”, of the Titusville Code of Ordinances; providing for severability, repeal of conflicting ordinances, effective date, sunset provisions, incorporation into the code, and effective date.

This is a legislative item.

On October 7, 2026, the Planning and Zoning Commission (P&Z) made a motion to recommend approval of the Live Local Ordinance as presented. Approved 5-0.

Summary Explanation & Background:

On July 1, 2025, Senate Bill 1730 became law and on July 1, 2026, House Bill 1389 also became law. The laws amended critical portions of the Live Local Act. The most significant changes address Planned Unit Developments, parcels owned by religious institutions, a new mixed-use definition, historic preservation protections, flexible parking provisions, and a new annual reporting requirement.

Enclosed for Council's review and approval is a draft ordinance amending the City's affordable housing regulations to be consistent with Chapter 2025-172 and Chapter 2026-179 of the Laws of Florida. The ordinance specifically amends Chapter 29 "Special Districts and Overlays," Article VIII "Special Land Use Standards," Division 4 "Affordable Housing" of the City's Land Development Regulations. The ordinance includes new definitions, amends the definition of a mixed-use residential development, amends the development standards, and includes restrictions in historic districts.

Alternatives:
Adopt the ordinance as written.
Adopt the ordinance with changes.
Do not adopt the ordinance.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. Live Local 2026 Update Ord Ver6
2. Checklist Resolution 2026 v4
3. Ch_2025-172 SB 1730
4. 2025 SB 1730 Summary
5. Chapter 179-2026 SB 1389
6. HB 1389 Summary
7. Business Impact Estimate - Live Local_9-3-2026
8. Legal Ad_Live Local Ordinance 9-24-2026

ORDINANCE NO. X-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING CHAPTER 29, "SPECIAL DISTRICTS AND OVERLAYS", ARTICLE VIII, "SPECIAL LAND USE STANDARDS", TO AMEND DEVELOPMENT STANDARDS FOR LIVE LOCAL ACT AFFORDABLE HOUSING PROJECTS PURSUANT TO SECTION 166.04151, FLORIDA STATUTES, BY AMENDING SECTIONS 29-144, "PURPOSE", 29-145, "DEFINITIONS", 29-146, "DEVELOPMENT STANDARDS", AND 29-147, "REVIEW PROCESS", OF THE TITUSVILLE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, EFFECTIVE DATE, SUNSET PROVISIONS, INCORPORATION INTO THE CODE, AND EFFECTIVE DATE.

WHEREAS, Chapter 2023-17, Laws of Florida, known as the "Live Local Act" was approved by the Governor on March 29, 2023, and took effect on July 1, 2023 (the "Act"); and

WHEREAS, The Act amended Section 166.04151, Florida Statutes, effective July 1, 2026; and

WHEREAS, Chapters 2025-172 and 2026-179 further amended the Act, which requires amendments to the City's existing Code of Ordinances; and

WHEREAS, The Act preempts the City from regulating certain use, density, and height requirements of specified affordable multifamily and mixed-use rental housing in commercial, industrial, mixed-use, and certain flexibly zoned areas; and

WHEREAS, The City Council concurs with the judgement of the Legislature and recognizes that it is appropriate and in the public interest that the City's land development regulations applicable to projects developed under The Act be comparable to existing Code regulations applicable to multi-family in areas zoned for multifamily, including, but not limited to, minimum dwelling size, maximum intensity (building coverage), and setbacks to the extent permitted by Section 166.04151(7), Florida Statutes; and

WHEREAS, City Council supports affordable housing and finds it necessary to amend the City Code of Ordinances in order to establish policies, procedures, and regulations for the development of mixed income developments that meet the criteria established by The Act through the adoption of this ordinance.

BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA as follows:

SECTION 1. RECITALS. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2. That the Code of Ordinances, City of Titusville, Chapter 29, "Special Districts and Overlays", Article VIII, "Special Land Use Standards", Division 4, "Affordable Housing", Section 29-144, "Purpose", is hereby amended to read as follows:

Sec. 29-144. Purpose.

(a) The purpose of this Division is to set forth regulations and rules that will implement Section 166.04151(7), Florida Statutes, as created by Chapter 2023-17, Laws of Florida, the "Live Local Act" (the "Act"), and amended by Chapters 2024-188, 2025-172, and 2026-179 Laws of Florida, and as the Act may be amended in the future, by allowing for affordable housing developments. The provisions of this Division are in addition to, not in lieu of, other provisions of this Code except as noted below.

(b) The provisions of this Division shall apply to any application for the development of land authorized under Section 166.04151(7), Florida Statutes, as may be amended.

SECTION 3. That the Code of Ordinances, City of Titusville, Chapter 29, "Special Districts and Overlays", Article VIII, "Special Land Use Standards", Division 4, "Affordable Housing", Section 29-145, "Definitions", is hereby amended to read as follows:

Sec. 29-145. Definitions.

Affordable Housing Development shall mean that a minimum of forty percent (40%) ~~percent~~ of the residential units within a proposed multifamily development are rental units that are affordable as defined in Section 420.0004(3), Florida Statutes, for a minimum period of thirty (30) years.

Airport-Impacted area shall mean the area designated in Chapter 29, "Special Districts and Overlays", Article III, "Airport Impact Area Overlay District(s) (AIA)", Section 29-45, "Airpark and airport runway protection zones and regulations."

Commercial use shall mean activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rental or equipment, goods, or products; offices; ~~,~~ restaurants; public lodging establishments as described in Section 509.242(1)(a), Florida Statutes.; food service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit commercial uses by right without the requirement to obtain a variance or waiver is considered commercial use for purposes of this section, irrespective of the land use development regulations listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property, public lodging establishments as described in Section 509.242(1)(c), Florida Statutes, or uses that are accessory, ancillary, or incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use, are not commercial uses, irrespective of how they are operated. Farms and farm operations, as those terms area~~s~~ defined in Section 823.14(3), Florida Statutes, and uses associated therewith, including the packaging and sale or products raised on premises, are not commercial uses.

Commercial Zoning Districts shall mean those zoning districts ~~be as designated~~ in Chapter 28, "Zoning", Article IV, "Use Table", Section 28-54, "Use Table".

Height of a building shall mean the vertical distance from grade plane to the average height of the highest roof surface.

Industrial Use shall mean activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as automotive manufacturing or repair, boat manufacturing or repair, junk yards, electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit industrial uses by right without the requirement to obtain a variance or waiver is considered industrial use for purposes of this section, irrespective of the land development regulations listed category or title. ~~-~~The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. ~~-~~Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use, are not industrial uses, irrespective of how they are operated. Farms and farm operations, as those terms area~~s~~ defined in Section 823.14(3), Florida Statutes, and uses associated therewith, including the packaging and sale or products raised on premises, are not industrial uses.

Industrial Zoning Districts shall mean those districts ~~be as designated~~ in Chapter 28, "Zoning", Article IV, "Use Table", Section 28-54, "Use Table".

Mixed-Use shall mean any use that combines multiple types of approved land uses from at least two (2) of the residential use, commercial use, or industrial use categories. The term does not include uses that are accessory, ancillary, incidental to the allowed uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed- use, irrespective of how they are operated.

Mixed-Use Residential Development shall mean the development of a tract of land or building or structure with two (2) or more different uses to include affordable housing and uses permitted and limited in the underlying zoning district. At a minimum, sixty-five percent (65%) ~~percent~~ of the total square footage of the mixed-use development Floor Area Ratio must be residential, (lobby, service areas, and amenity areas exclusively serving the residential uses shall be considered residential square footage) but no more than eighty percent (80%) ~~percent~~ shall be residential. At a minimum, twenty percent (20%) ~~percent~~ of the total square footage of the Floor Area Ratio of the development must be nonresidential.

Mixed-use Zoning Districts shall mean ~~be identified as~~ the following zoning districts: Downtown Mixed Use (DMU) Downtown;~~,~~ Uptown and Midtown Subdistricts Urban Mixed Use (UMU);~~,~~ Shoreline Mixed Use (SMU), excluding residential and commercial working waterfront consistent with Section 342 201, Florida Statutes;~~,~~ Urban Village (UV);~~,~~ Regional Mixed Use Multifamily (RMU-300); and Indian River City Neighborhood Commercial (IRCN-C).

Non-residential uses shall mean ~~be identified as~~ those uses in Chapter 28, "Zoning", Article IV, "Use Table," Section 28-54, "Use Table," identified as Recreation (excluding private parks), Commercial, or~~and~~ Industrial.

Planned unit development has the same meaning as provided in Section 163.3203(5)(b), Florida Statutes.

SECTION 4. That the Code of Ordinances, City of Titusville, Chapter 29, "Special Districts and Overlays", Article VIII, "Special Land Use Standards", Division 4, "Affordable Housing", Section 29-146, "Development standards", is hereby amended to read as follows:

Sec. 29-146. Development standards.

(a) ~~(a)~~ Pursuant to the Live Local Act, the City must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, mixed used, and in portions of any flexibly zoned area such as a planned unit development that permit commercial, industrial, or mixed use; on property owned by a county, municipality, or school district; and on property that is more than three (3) acres in size and owned by a religious institution, as defined in Section 170.201(2) Florida Statutes, which has contained a house of public worship for at least ten (10) years before the proposed development, regardless of the underlying zoning, if at least forty percent (40%) ~~percent~~ of the residential units within a proposed multi-family development shall be rental units that are "affordable" as defined in Section 420.0004, Florida Statutes, and shall remain affordable for a period of at least thirty (30) years. ~~.~~ Notwithstanding any other law, ordinance, or regulation to the contrary the proposed multifamily development is not required to obtain a zoning or land use change, special exception, conditional use permit, variance, transfer of density or development units, amendment to a development of regional impact, amendment to the City's charter, or comprehensive plan amendment for building height, zoning, and densities authorized under this Division.

(b) For mixed-use residential projects at least sixty-five percent (65%) of the total square footage must be used for residential purposes. No more than ten percent (10%) of the total square footage of such mixed-use residential projects are required to be used for nonresidential purposes.

(c) A proposed development on property owned by a county, municipality, or school district must be within the geographic boundaries of the respective county, municipality, or school district, and the respective county, municipality, or school district must be a party to the application for the proposed development.

(d) A proposed development on property owned by a religious institution must be applied for by both the applicant and the religious institution, and the house of worship must continue to operate on the property after the proposed development is constructed.

(e) A multifamily or mixed-use residential development proposed under this section shall not exclude an assemblage of parcels under common ownership or control, separated by no more than fifteen (15) feet of land and limited to public pedestrian access. This subparagraph expires July 1, 2030.

(f) ~~This~~ The affordability requirement shall be incorporated as a condition into any administrative approval. In conjunction with the submittal of a Site Plan application, the property owner shall execute a Pre-Development Acknowledgement, ~~on~~ in a form acceptable to ~~approved by~~ the City ~~Administrator~~ affirming the applicability of the Live Local Act conditions and restrictions to the proposed development, consistent with Section 166.04151(7), Florida Statutes, and this Division. Additionally, prior to the issuance of a building permit, the property owner shall execute and deliver to the City a Land Use Restriction Agreement ~~(LURA)~~, ~~on~~ in a form ~~approved~~ acceptable to ~~by~~ the City ~~Attorney~~, detailing the affordable housing criteria to ensure compliance with, and enforcement of the affordability requirement including the City's monitoring requirements. This ~~LURA~~ Land Use Restriction Agreement shall be approved and executed by the City Administrator. Furthermore, as a prerequisite to the issuance of a Certificate of Occupancy, the Land Use Restriction Agreement ~~(LURA)~~ shall be recorded with the Clerk of the Circuit Court ~~in the public records~~ of Brevard County, Florida.

(g~~b~~) Following issuance of a Certificate of Occupancy for the residential portion of the development, the property owner shall provide to the City, on or before January 30th of each year, an Affordable Housing Development Tenant Compliance Report in a format acceptable to the City ~~Administrator~~, together with copies of all leases then in effect for the affordable units. The Owner shall also provide such other documentation as may be required in the Land Use Agreement and necessary to demonstrate that the occupants of the affordable units meet the requirements of the income standards and that the development meets the affordability criteria as set forth in Section 420.0004, Florida Statutes. The City has the right to audit the evidence of compliance with Section 420.0004, Florida Statutes, at its sole discretion ~~as deemed warranted by the City~~. Violations shall be enforceable in accordance with S~~s~~ection 1-15 of the Titusville Code of Ordinances. Any continuing violations may be enjoined and restrained by injunctive order of the circuit court. Notwithstanding the foregoing, the City reserves the right to avail itself of any remedies that may be available to the City in law or equity to ensure compliance with this ~~d~~Division.

(h~~c~~) Land area of the following zoning districts shall be used to calculate the percentage of commercial and industrial properties within the City: Community Commercial (CC), Hospital Medical (HM), Light Industrial Services and Warehousing (M-1), Industrial (M-2), Highway Industrial Infill (M-3), Neighborhood Commercial (NC), Office Professional (OP), Planned Industrial Development (PIO), Regional Commercial (RC), and Tourist (T). When a new application is received, the percentage of lands zoned commercial and industrial as

described in this paragraph shall be reviewed. If the City designates less than twenty percent (20%) ~~percent~~ of the land area within its jurisdiction as commercial or industrial land use, it must authorize a proposed multifamily development as authorized in this Ddivision in areas zoned for commercial or industrial use only if the proposed multifamily development is a mixed-use residential development.

(i~~d~~) A proposed development authorized under this Division and Section 166.04151(7), Florida Statutes, must be administratively approved and no further action by the City Council is required if the development satisfies the City's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. Notwithstanding any other law, ordinance, or regulation to the contrary, the proposed multifamily development is not required to obtain a zoning or land use change, special exception, conditional use permit, variance, transfer of density or development units, amendment to a development of regional impact, amendment to the City's charter, or comprehensive plan amendment for building, zoning, and densities authorized under this Division.

(j) Demolition of an existing structure associated with a proposed development under this section must be administratively approved, without further action by the City Council or any quasi-judicial or administrative board or reviewing body, if the proposed demolition otherwise complies with all state and local regulations

(k~~e~~) Commercial and Industrial Development.

(1) The commercial/industrial uses shall be those permitted or limited uses consistent with the zoning district in which the development is located.

(2) The interior buffer between industrial and residential uses shall be at least thirty (30) feet.

(3) The commercial component of a mixed-use development shall share the same vehicular access as the multi-family component of the development.

(4) Loading and unloading and refuse collection areas servicing the non-residential uses shall be located to provide the most minimal impact to the adjacent residential community or communities.

(~~f~~l) Residential density within the development shall be a maximum of the highest currently allowed density on any land in the C~~c~~ity where residential development is allowed, or allowed on July 1, 2023, under the City's land development regulations. For purposes of this section, the term "highest currently allowed density" does not include the density of any building that met the requirements of ~~the Act~~Chapter 166.04151(7), Florida Statutes, or this Division or the density of any building that has received any bonus, variance, or other special exception for density provided in the City's land development regulations or the Act as an incentive for development. For purposes of this section, "highest currently allowed or allowed on July 1, 2023" means whichever is least restrictive at the time of development.

(m~~g~~) Except as stated in this ~~division~~Division, development standards for residential units shall be found in Chapter 28, "Zoning", Article V, "Zoning District Standards", Section 28-306, "Multi-family Medium Density (R-2)".

(nh) Maximum Height

(1) Maximum height of the development cannot be restricted below the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building in any

zoning district located in the C~~c~~ity within one (1) mile of the development as measured from lot line to lot line, or three (3) stories, whichever is higher. The maximum height may not be restricted below the height authorized through other dimensional means, such as establishing setbacks or setbacks by height, or require setbacks or setbacks that are more restrictive than the minimum permitted in the proposed development. For purposes of this section, the terms "highest currently allowed height" and "highest height allowed" do~~es~~ not include the height of any building that met the requirements of the Act or this Division or the height of any building that has received any bonus, variance, or other special exception for height provided ~~in the City's land development regulations or the Act~~ as an incentive for development.

(2) If the proposed development is adjacent to, on two (2) or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least twenty-five (25) contiguous single-family homes, the City may restrict the height of the proposed development to one hundred fifty percent (150%) ~~percent~~ of the tallest building on any property adjacent to the proposed development, the highest currently allowed height, or the highest height allowed on July 1, 2023 for the property provided in the land development regulations, or three (3) stories, whichever is higher, not to exceed ten (10) stories. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one (1) point of a property line, but does not include properties separated by a road or body of water, including manmade lakes or ponds. ~~Additional setbacks or other conditions established in the applicable zoning district or overlay upon which the maximum height is found will be required. For example, if the maximum height of the development is based upon Community Commercial (CC) which has no maximum height, the additional setbacks for structures over thirty-five (35) feet shall also be utilized.~~

(o~~i~~) A qualifying mixed-use residential development may not be developed or platted in phases, rather, all residential and non-residential components of the development shall be identified on one (1) site plan~~,~~ and shall be located on the same or unified lot. The development shall be processed for approval as one (1) unified development inclusive of both residential and nonresidential uses as depicted on the site plan~~,~~ and must include the requisite percentage of residential units that qualify as affordable housing. Prior to issuance of a permit, a Declaration of Restrictive Covenant, in a form ~~approved~~ acceptable to~~by~~ the City ~~Attorney~~, shall be provided and recorded by the Owner ~~and will be recorded~~ in the office of the Clerk of the Circuit Court of Brevard County, stipulating that a lot, lots, or parcel of land comprising the development shall be developed in accordance with the approved site plan and no portion thereof shall be sold, conveyed, or devised separately if the result of such sale, conveyance, or devise will cause such property to become non-conforming or to violate the approved site plan. The declaration shall constitute a covenant to run with the land and remain binding until released by the City. The Administrator shall be authorized to release the declaration when the Administrator determines that it is no longer necessary or required and may approve amendments to the declaration when necessary to correct errors or~~,~~ mistakes or due to changes in circumstances.

(p~~j~~) Open space.

(1) The minimum percentage of parks and open space required is twenty-five percent (25%) ~~percent~~ of the total gross acreage of the development. The open space shall meet the minimum standards set forth ~~per~~ in Chapter 30, "Development standards", Article III, "Improvements", Division 3, "Open space", Sections 30-163, "Open space standards", and more specifically paragraphs (a), "required minimum open space", and

(h), "Urban village". A minimum of the total open space shall include at least fifty percent (50%) ~~percent~~ pervious area, dedicated to active or passive recreation.

(2) All parks, open spaces, and civic plazas shall be preserved for their~~its~~ intended purpose as expressed in the site plan. The developer shall choose a method of administering open space as specified in Chapter 30, "Development standards", Article I, "General provisions", Division 3, "Operations and maintenance".

~~(k) The City must consider reduced parking requirements for the development if the development is located within one-quarter (0.25) mile of a transit stop and is accessible from the development via a continuous ADA compliant pedestrian pathway. "Transit stop" is defined as a passenger rail station or intercity bus station, or a transit hub where two (2) or more transit routes converge. This determination as to accessibility and reduction in parking required shall be made by the Development Review Committee pursuant to Chapter 34 "Procedures", Article V "Variances and Appeals", Division 5 "Waivers to the Technical Manuals". The developer must provide a plan demonstrating compliance.~~

(q-l) The City must reduce parking requirements by at least ~~twenty (20)~~fifteen percent (15%) ~~percent~~ for a development authorized under this Division if the development:

(1) ~~(1)~~ Is located within one-quarter (1/4) mile of a transit stop via a continuous ADA compliance pedestrian pathway. "Transit stop" means a passenger rail station or intercity bus station, or a transit hub where two (2) or more transit routes converge. This determination as to accessibility and reduction in required parking shall be made by the Development Review Committee pursuant to Chapter 34, "Procedures", Article V, "Variances and Appeals", Division 5, "Waivers to the Technical Manuals". The developer must provide a plan demonstrating compliance with this Section.

(2) Is located within one-half (1/2) mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features. "Major transportation hub" means any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

(3~~2~~) Has available parking within six hundred (600) feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, the City may not require that the available parking compensate for the reduction in parking requirements.

~~(3) The City must eliminate parking requirements for a proposed mixed-use residential development authorized under this Division within an area recognized by the City as a transit-oriented development or area, as provided in paragraph (o).~~

~~(4) For purposes of this subsection, the term "major transportation hub" means any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.~~

(r) The City must eliminate parking requirements for a proposed mixed-use residential development authorized under this Division within an area recognized by the City as a transit-oriented development or area, as provided in paragraph (s).

(s) A development authorized under this Division which is located within a transit-oriented development or area, as recognized by the City, must be mixed-use residential and otherwise comply with the requirements of the City's regulations applicable to the transit-oriented development or area except for use, height, density, floor area ratio, and parking as provided herein or as otherwise agreed to by the City and the applicant for the development.

(tm) The noise standards in the development shall be determined by the zoning district in which the development is constructed, as found provided in Code of Ordinances Chapter 13, "Nuisances", Article IV, "Noise".

(un) The floor area ratio of a development authorized under this Division may not be restricted below one hundred fifty percent (150) percent of the highest currently allowed, or allowed on July 1, 2023, floor area ratio on any land in the Cc ity where development is allowed under the Cc ity's land development regulations. For purposes of this section, the term "highest currently allowed floor area ratio" does not include the floor area ratio of any building that met the requirements of this Dd ivision or the floor area ratio of any building that has received any bonus, variance, or other special exception for floor area ratio provided in the City's land development regulations as an incentive for development. For purposes of this subsection, the term "floor area ratio" includes floor lot ratio and lot coverage.

(ve) Bonus, variance, conditional use or other special exception.

(1) Nothing is this section precludes the City from granting a bonus, variance, conditional use, or other special exception to height, density, or floor area ratio in addition to the height, density, and floor area requirements in this section.

(2) Nothing ins this section precludes a proposed development authorized under the section from receiving a bonus for density, height or floor area if the proposed development satisfies the conditions of an ordinance, code, or regulation to receive the bonus except for any condition which conflicts with this section.

(3) If a proposed development qualifies for such bonus, the bonus must be administratively approved and no further action of the governing body is required.

(4) Density bonus incentives pursuant to this section may be granted to any landowner who voluntarily donates fee simple interest in real property to the City for the purpose of assisting the City in providing affordable housing, including housing that is affordable to military families receiving the basic allowance for housing. Donated real property must be determined by the City to be appropriate for use as affordable housing and must be subject to deed restrictions to ensure the property will be used for affordable housing.

(o) A development authorized under this Division which is located within a transit-oriented development or area, as recognized by the City, must be mixed-use residential and otherwise comply with the requirements of the City's regulations applicable to the transit-oriented development or area except for use, height, density, floor area ratio, and parking as provided herein or as otherwise agreed to by the City and the applicant for the development.

SECTION 5. That the Code of Ordinances, City of Titusville, Chapter 29, “Special Districts and Overlays”, Article VIII, “Special Land Use Standards”, Division 4, “Affordable Housing”, Section 29-147, “Review process”, is hereby amended to read as follows:

Sec. 29-147. Review process.

(a) Submit a completed site plan application consistent with the requirements described in Chapter 34, “Procedures”, Article IV, “Site Plans”, of the Land Development Regulations.

(b) Submit all required forms, including an executed pre-development acknowledgement, a land use restriction agreement, a Declaration of Restrictive Covenant, and any other documents, forms, or and exhibits necessary to review the development consistent with Section 166.04151(7), Florida Statutes, and this Division.

(c) Partial reviews will not be provided.

(d) Variances and waivers shall utilize the procedures described in Chapter 34, "Procedures", Article V, "Variances and Appeals."

(e) An applicant for a proposed development authorized under Section 166.04151(7), Florida Statutes, who submitted an application, a written request, or a notice of intent to use such provisions to the City, and which application, written requests, or notice of intent has been received by the City before July 1, 2026, of its intent to proceed under the provisions of Section 166.04151(7), Florida Statutes, as they existed at the time of submittal shall be allowed the opportunity to submit a revised application, written request, or notice of intent to account for the changes made by Chapter 2026-179, Laws of Florida.

SECTION 6. SEVERABILITY. If any provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. SUNSET PROVISIONS. The provisions of this Ordinance shall apply to any application for the development of land authorized under Section 166.04151(7), Florida Statutes. The ability to submit an application for approval pursuant to this Ordinance shall expire with the expiration date of the Live Local Act.

SECTION 9. INCORPORATION INTO CODE. This Ordinance shall be incorporated into the City of Titusville Code of Ordinances and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the Code may be made.

SECTION 10. EFFECTIVE DATE. This Ordinance shall become effective upon adoption by the City Council in accordance with the Charter of the City of Titusville, Florida.

PASSED AND ADOPTED this ___ day of _____.

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

RESOLUTION NO. X-2026

A RESOLUTION OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING RESOLUTION NO. 25-2023 AND RESOLUTION NO. 9-2024 BY AMENDING POLICIES AND PROCEDURES TO IMPLEMENT THE FLORIDA LIVE LOCAL ACT, SECTION 166.04151, FLORIDA STATUTES, AS AMENDED BY CHAPTERS 2025-172 AND 2026-179, LAWS OF FLORIDA, RELATING TO AFFORDABLE HOUSING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 2023-17, Laws of Florida, known as the "Live Local Act" was approved by the Governor on March 29, 2023, and took effect on July 1, 2023. The Live Local Act amended Section 166.04151, Florida Statutes, and imposed various obligations, including the requirement for a municipality to permit mixed-use residential development as an allowable use in any area zoned for commercial, industrial, or mixed-use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in Section 420.0004, Florida Statutes; and

WHEREAS, the Live Local Act has been amended by Chapters 2025-172 and 2026-179, Laws of Florida, effective July 1, 2025, and July 1, 2026, respectively, and

WHEREAS, The provisions of this Resolution provided herein shall apply to any application for the development of land authorized under Section 166.04151(7), Florida Statutes, as may be amended; and

WHEREAS, the Live Local Act created significant land use, zoning, and tax benefits that will now be available to developers and investors of eligible affordable housing projects; and

WHEREAS, the City of Titusville City Council desires to set forth procedures to implement the Live Local Act by adopting this Resolution.

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

Section 1. The City establishes the checklist below to implement Chapter 2023-17, Laws of Florida known as the Live Local Act, and Chapter 29, "Special Districts and Overlays", Article VIII, "Special Land Use Standards", Division 4, "Affordable Housing".

LIVE LOCAL AFFORDABLE HOUSING CHECKLIST CONSISTENT WITH Chapter 29, Special Districts and Overlays, Article VIII, Special Land Use Standards, Division 4, Affordable Housing

_____ Project meets definition of affordable housing as defined in Section 420.0004(3), Florida Statutes.

_____ Executed Site Plan Application/Submittal Acknowledgement Form at time of application submittal.

_____ Request for expedited review. (signed request form required).

_____ Meets the minimum 40 percent of affordable housing rental units of the residential development. Includes mixed use development in (1) mixed use, (2) commercial, or (3) industrial zoning districts. (Section § 166.04151(7)(a), Fla. Stat.

_____ Residential density within the project shall be a maximum of the highest currently allowed, or allowed on July 1, 2023, density on any land in the city where residential development is allowed, which is currently 40 dwelling units per acre. (Section § 166.04151(7)(b), Fla. Stat. For purposes of this section, "highest currently allowed or allowed on July 1, 2023" means whichever is least restrictive at the time of development (Additional standards for properties zoned for single family residential use and density bonus options are described in Section 29-146, "Development standards").

_____ Declaration of Restrictive Covenant form.

_____ Maximum height cannot be restricted below the maximum height for a commercial or residential building in the city within one (1) mile or three (3) stories, whichever is higher. The maximum height may not be restricted below the height authorized through other dimensional means, such as established setbacks or setbacks by height, or require setbacks or setbacks that are more restrictive than the minimum permitted in the proposed development. (Section§ 166.04151(7)(c), Fla. Stat. (Additional height requirements can be found in Section 29-146, "Development standards").

_____ Calculation of land area designated as commercial or industrial to determine if the project shall be mixed use. The definitions utilized to determine the land area of each land use are described in Section 29-146, "Development Standards".

_____ An executed Land Use Restriction Agreement (LURA), in a form acceptable to the City, ensuring compliance with the Live Local Act development criteria and the mandatory affordability period of thirty (30) years from the issuance date of the Certificate of Occupancy of the residential use, shall be executed and submitted prior to the issuance of a building permit. Additionally, prior to issuance of a certificate of occupancy, the executed LURA shall be recorded in the public recordswith the Clerk of the Circuit Court of Brevard County.

Section 2. Fees. Titusville City Council establishes an initial administrative review fee of $1,155.00 for affordable rental housing development submitted pursuant to the Live Local Act. The fees shall be in addition to all other application site development and permitting fees.

Furthermore, City Council establishes an administrative monitoring fee of $500.00 for each compliance monitoring act performed on affordable rental housing development under the Live Local Act.

Section 3. This Resolution shall take effect immediately upon its adoption, and shall sunset on October 1, 2033, unless otherwise extended by decision of the City Council pursuant to Florida law.

PASSED AND ADOPTED, this _____ day of _____, 2026.

_____

Andrews Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

CHAPTER 2025-172

Committee Substitute for
Committee Substitute for Senate Bill No. 1730

An act relating to affordable housing; amending ss. 125.01055 and 166.04151, F.S.; authorizing the board of county commissioners and the governing board of a municipality, respectively, to approve the development of housing that is affordable, including mixed-use residential, on any parcel owned by religious institutions; requiring counties and municipalities to authorize multifamily and mixed-use residential as allowable uses in portions of flexibly zoned areas under certain circumstances; prohibiting counties and municipalities from imposing certain requirements on proposed multifamily developments; prohibiting counties and municipalities from requiring that more than a specified percentage of a mixed-use residential project be used for certain purposes; revising the density, floor area ratio, or height below which counties and municipalities may not restrict certain developments; defining the term "highest currently allowed, or allowed on July 1, 2023"; revising the definition of the term "floor area ratio"; authorizing counties and municipalities to restrict the height of proposed developments on certain parcels with structures or buildings listed in the National Register of Historic Places; requiring the administrative approval of certain proposed developments without further action by a quasi-judicial or administrative board or reviewing body under certain circumstances; defining the term "allowable density"; requiring the administrative approval of the demolition of an existing structure associated with a proposed development in certain circumstances; providing construction; authorizing counties and municipalities to administratively require that certain proposed developments comply with architectural design regulations under certain circumstances; requiring counties and municipalities to reduce parking requirements by a specified percentage for certain proposed developments under certain circumstances; authorizing counties and municipalities to allow adjacent parcels of land to be included within certain proposed developments; requiring a court to give priority to and render expeditious decisions in certain civil actions; requiring a court to award reasonable attorney fees and costs to a prevailing party in certain civil actions; providing that such attorney fees or costs may not exceed a specified dollar amount; prohibiting the prevailing party from recovering certain other fees or costs; defining terms; revising applicability; prohibiting counties and municipalities from enforcing certain building moratoriums; providing an exception, subject to certain requirements; requiring the court to assess and award reasonable attorney fees and costs to the prevailing party in certain civil actions; providing that such attorney fees or costs may not exceed a specified dollar amount; prohibiting the prevailing party from recovering certain other fees or costs; providing applicability; providing annual reporting requirements beginning on specified dates; authorizing applicants for certain proposed developments to notify the

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county or municipality, as applicable, by a specified date of its intent to proceed under certain provisions; requiring counties and municipalities to allow certain applicants to submit revised applications, written requests, and notices of intent to account for changes made by the act; creating s. 420.5098, F.S.; providing legislative findings and intent; defining terms; providing that it is the policy of the state to support housing for certain employees and to allow developers in receipt of certain tax credits and funds to create a specified preference for housing certain employees; requiring that such preference conform to certain requirements; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (6) and paragraphs (a) through (f), (k), and (l) of subsection (7) of section 125.01055, Florida Statutes, are amended, new paragraphs (k) through (n) are added to subsection (7), and subsections (9) and (10) are added to that section, to read:

125.01055 Affordable housing.—

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the board of county commissioners may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for commercial or industrial use, or on any parcel, including any contiguous parcel connected thereto, which is owned by a religious institution as defined in s. 170.201(2) which contains a house of public worship, regardless of underlying zoning, so long as at least 10 percent of the units included in the project are for housing that is affordable. The provisions of this subsection are self-executing and do not require the board of county commissioners to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A county must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use, and in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use, if at least 40 percent of the residential units in a proposed multifamily development are rental units that, for a period of at least 30 years, are affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a county may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, transfer of density or development units, amendment to a development of regional impact, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes. The county may not require that more than 10 percent of the total square footage of such mixed-use residential projects be used for nonresidential purposes.

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(b) A county may not restrict the density of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, density on any unincorporated land in the county where residential development is allowed under the county's land development regulations. For purposes of this paragraph, the term "highest currently allowed density" does not include the density of any building that met the requirements of this subsection or the density of any building that has received any bonus, variance, or other special exception for density provided in the county's land development regulations as an incentive for development. For purposes of this paragraph, "highest currently allowed, or allowed on July 1, 2023," means whichever is least restrictive at the time of development.

(c) A county may not restrict the floor area ratio of a proposed development authorized under this subsection below 150 percent of the highest currently allowed, or allowed on July 1, 2023, floor area ratio on any unincorporated land in the county where development is allowed under the county's land development regulations. For purposes of this paragraph, the term "highest currently allowed floor area ratio" does not include the floor area ratio of any building that met the requirements of this subsection or the floor area ratio of any building that has received any bonus, variance, or other special exception for floor area ratio provided in the county's land development regulations as an incentive for development. For purposes of this subsection, the term "floor area ratio" includes floor lot ratio and lot coverage.

(d)1. A county may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher. For purposes of this paragraph, the term "highest currently allowed height" does not include the height of any building that met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the county's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use which is within a single-family residential development with at least 25 contiguous single-family homes, the county may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed, or allowed on July 1, 2023, height for the property provided in the county's land development regulations, or 3 stories, whichever is higher, not to exceed 10 stories. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the county may restrict the height of the proposed development to the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within three-fourths of a mile of the proposed development or 3 stories, whichever is higher. The term "highest currently allowed" in this paragraph includes the maximum height allowed for any building in a zoning district irrespective of any conditions.

(e)1. A proposed development authorized under this subsection must be administratively approved without ~~and no~~ further action by the board of county commissioners or any quasi-judicial or administrative board or reviewing body ~~is required~~ if the development satisfies the county's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved. Each county shall maintain on its website a policy containing procedures and expectations for administrative approval pursuant to this subsection. For purposes of this subparagraph, the term "allowable density" means the density prescribed for the property in accordance with this subsection without additional requirements to procure and transfer density units or development units from other properties.

2. The county must administratively approve the demolition of an existing structure associated with a proposed development under this subsection, without further action by the board of county commissioners or any quasi-judicial or administrative board or reviewing body, if the proposed demolition otherwise complies with all state and local regulations.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the county may administratively require the proposed development to comply with local regulations relating to architectural design, such as facade replication, provided it does not affect height, floor area ratio, of density of the proposed development.

(f)1. A county must, upon request of an applicant, reduce ~~consider reducing~~ parking requirements by 15 percent for a proposed development authorized under this subsection if the development:

a. Is located within one-quarter mile of a transit stop, as defined in the county's land development code, and the transit stop is accessible from the development;.

~~2. A county must reduce parking requirements by at least 20 percent for a proposed development authorized under this subsection if the development:~~

b.~~a.~~ Is located within one-half mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features; or ~~and~~

c.~~b.~~ Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, a county may not require that the available parking compensate for the reduction in parking requirements.

2.~~3.~~ A county must eliminate parking requirements for a proposed mixed-use residential development authorized under this subsection within an area recognized by the county as a transit-oriented development or area, as provided in paragraph (h).

3.~~4.~~ For purposes of this paragraph, the term "major transportation hub" means any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

(k) Notwithstanding any other law or local ordinance or regulation to the contrary, a county may allow an adjacent parcel of land to be included within a proposed multifamily development authorized under this subsection.

(l) The court shall give any civil action filed against a county for a violation of this subsection priority over other pending cases and render a preliminary or final decision as expeditiously as possible.

(m) If a civil action is filed against a county for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed $250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(n) As used in this subsection, the term:

1. "Commercial use" means activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants; public lodging establishments as described in s. 509.242(1)(a); food

service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property, public lodging establishments as described in s. 509.242(1)(c), or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated.

2. "Industrial use" means activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or repair, junk yards, meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities, electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated.

3. "Mixed use" means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed use, irrespective of how they are operated.

4. "Planned unit development" has the same meaning as provided in s. 163.3202(5)(b).

(o)~~(k)~~ This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.

2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

3. The Wekiva Study Area, as described in s. 369.316.

4. The Everglades Protection Area, as defined in s. 373.4592(2).

(p)~~(l)~~ This subsection expires October 1, 2033.

(9)(a) Except as provided in paragraphs (b) and (d), a county may not enforce a building moratorium that has the effect of delaying the permitting or construction of a multifamily residential or mixed-use residential development authorized under subsection (7).

(b) A county may, by ordinance, impose or enforce such a building moratorium for no more than 90 days in any 3-year period. Before adoption of such a building moratorium, the county shall prepare or cause to be prepared an assessment of the county's need for affordable housing at the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004, including projections of such need for the next 5 years. This assessment must be posted on the county's website by the date the notice of proposed enactment is published, and presented at the same public meeting at which the proposed ordinance imposing the building moratorium is adopted by the board of county commissioners. This assessment must be included in the business impact estimate for the ordinance imposing such a moratorium required by s. 125.66(3).

(c) If a civil action is filed against a county for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed $250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(d) This subsection does not apply to moratoria imposed or enforced to address stormwater or flood water management, to address the supply of potable water, or due to the necessary repair of sanitary sewer systems, if such moratoria apply equally to all types of multifamily or mixed-use residential development.

(10)(a) Beginning November 1, 2026, each county must provide an annual report to the state land planning agency which includes:

1. A summary of litigation relating to subsection (7) that was initiated, remains pending, or was resolved during the previous fiscal year.

2. A list of all projects proposed or approved under subsection (7) during the previous fiscal year. For each project, the report must include, at a minimum, the project's size, density, and intensity and the total number of units proposed, including the number of affordable units and associated targeted household incomes.

(b) The state land planning agency shall compile the information received under this subsection and submit the information to the Governor, the President of the Senate, and the Speaker of the House of Representatives annually by February 1.

Section 2. Subsection (6) and paragraphs (a) through (f), (k), and (l) of subsection (7) of section 166.04151, Florida Statutes, are amended, new paragraphs (k) through (n) are added to subsection (7), and subsections (9) and (10) are added to that section, to read:

166.04151 Affordable housing.—

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for commercial or industrial use, or on any parcel, including any contiguous parcel connected thereto, which is owned by a religious institution as defined in s. 170.201(2) which contains a house of public worship, regardless of underlying zoning, so long as at least 10 percent of the units included in the project are for housing that is affordable. The provisions of this subsection are self-executing and do not require the governing body to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use, and in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use, if at least 40 percent of the residential units in a proposed multifamily development are rental units that, for a period of at least 30 years, are affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, transfer of density or development units, amendment to a development of regional impact, amendment to a municipal charter, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes. The municipality may not require that more than 10 percent of the total square footage of such mixed-use residential projects be used for nonresidential purposes.

(b) A municipality may not restrict the density of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, density on any land in the municipality where residential development is allowed under the municipality's land development regulations. For purposes of this paragraph, the term "highest currently allowed density" does not include the density of any building that met the requirements of this subsection or the density of any building that has received any bonus, variance, or other special exception for density provided in the municipality's land development regulations as an incentive for development. For purposes of this paragraph, "highest currently allowed, or allowed on July 1, 2023," means whichever is least restrictive at the time of development.

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(c) A municipality may not restrict the floor area ratio of a proposed development authorized under this subsection below 150 percent of the highest currently allowed, or allowed on July 1, 2023, floor area ratio on any land in the municipality where development is allowed under the municipality's land development regulations. For purposes of this paragraph, the term "highest currently allowed floor area ratio" does not include the floor area ratio of any building that met the requirements of this subsection or the floor area ratio of any building that has received any bonus, variance, or other special exception for floor area ratio provided in the municipality's land development regulations as an incentive for development. For purposes of this subsection, the term "floor area ratio" includes floor lot ratio and lot coverage.

(d)1. A municipality may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher. For purposes of this paragraph, the term "highest currently allowed height" does not include the height of any building that met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the municipality's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes, the municipality may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed, or allowed on July 1, 2023, height for the property provided in the municipality's land development regulations, or 3 stories, whichever is higher, not to exceed 10 stories. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road or body of water, including manmade lakes or ponds. For a proposed development located within a municipality within an area of critical state concern as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code, the term "story" includes only the habitable space above the base flood elevation as designated by the Federal Emergency Management Agency in the most current Flood Insurance Rate Map. A story may not exceed 10 feet in height measured from finished floor to finished floor, including space for mechanical equipment. The highest story may not exceed 10 feet from finished floor to the top plate.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the municipality may restrict the height of the proposed

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development to the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within three-fourths of a mile of the proposed development or 3 stories, whichever is higher. The term "highest currently allowed" in this paragraph includes the maximum height allowed for any building in a zoning district irrespective of any conditions.

(e)1. A proposed development authorized under this subsection must be administratively approved without ~~and no~~ further action by the governing body of the municipality or any quasi-judicial or administrative board or reviewing body ~~is required~~ if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved. Each municipality shall maintain on its website a policy containing procedures and expectations for administrative approval pursuant to this subsection. For purposes of this paragraph, the term "allowable density" means the density prescribed for the property in accordance with this subsection without additional requirements to procure and transfer density units or development units from other properties.

2. The municipality must administratively approve the demolition of an existing structure associated with a proposed development under this subsection, without further action by the governing body of the municipality or any quasi-judicial or administrative board or reviewing body, if the proposed demolition otherwise complies with all state and local regulations.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the municipality may administratively require the proposed development to comply with local regulations relating to architectural design, such as facade replication, provided it does not affect height, floor area ratio, of density of the proposed development.

(f)1. A municipality must, upon request of an applicant, reduce ~~consider reducing~~ parking requirements for a proposed development authorized under this subsection by 15 percent if the development:

a. Is located within one-quarter mile of a transit stop, as defined in the municipality's land development code, and the transit stop is accessible from the development;~~.~~

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~~2. A municipality must reduce parking requirements by at least 20 percent for a proposed development authorized under this subsection if the development:~~

b.~~a.~~ Is located within one-half mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features; or~~.~~

c.~~b.~~ Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, a municipality may not require that the available parking compensate for the reduction in parking requirements.

2.~~3.~~ A municipality must eliminate parking requirements for a proposed mixed-use residential development authorized under this subsection within an area recognized by the municipality as a transit-oriented development or area, as provided in paragraph (h).

3.~~4.~~ For purposes of this paragraph, the term "major transportation hub" means any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

(k) Notwithstanding any other law or local ordinance or regulation to the contrary, a municipality may allow an adjacent parcel of land to be included within a proposed multifamily development authorized under this subsection.

(l) The court shall give any civil action filed against a municipality for a violation of this subsection priority over other pending cases and render a preliminary or final decision as expeditiously as possible.

(m) If a civil action is filed against a municipality for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed $250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(n) As used in this subsection, the term:

1. "Commercial use" means activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants; public lodging establishments as described in s. 509.242(1)(a); food service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered

commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property, public lodging establishments as described in s. 509.242(1)(c), or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated.

2. "Industrial use" means activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or repair, junk yards, meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities, electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated.

3. "Mixed use" means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed use, irrespective of how they are operated.

4. "Planned unit development" has the same meaning as provided in s. 163.3202(5)(b).

(o)~~(k)~~ This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.

2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

3. The Wekiva Study Area, as described in s. 369.316.

4. The Everglades Protection Area, as defined in s. 373.4592(2).

(p)~~(l)~~ This subsection expires October 1, 2033.

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(9)(a) Except as provided in paragraphs (b) and (d), a municipality may not enforce a building moratorium that has the effect of delaying the permitting or construction of a multifamily residential or mixed-use residential development authorized under subsection (7).

(b) A municipality may, by ordinance, impose or enforce such a building moratorium for no more than 90 days in any 3-year period. Before adoption of such a building moratorium, the municipality shall prepare or cause to be prepared an assessment of the municipality's need for affordable housing at the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004, including projections of such need for the next 5 years. This assessment must be posted on the municipality's website by the date the notice of proposed enactment is published and must be presented at the same public meeting at which the proposed ordinance imposing the building moratorium is adopted by the governing body of the municipality. This assessment must be included in the business impact estimate for the ordinance imposing such a moratorium required by s. 166.041(4).

(c) If a civil action is filed against a municipality for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed $250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(d) This subsection does not apply to moratoria imposed or enforced to address stormwater or flood water management, to address the supply of potable water, or due to the necessary repair of sanitary sewer systems, if such moratoria apply equally to all types of multifamily or mixed-use residential development.

(10)(a) Beginning November 1, 2026, each municipality must provide an annual report to the state land planning agency which includes:

1. A summary of litigation relating to subsection (7) that was initiated, remains pending, or was resolved during the previous fiscal year.

2. A list of all projects proposed or approved under subsection (7) during the previous fiscal year. For each project, the report must include, at a minimum, the project's size, density, and intensity and the total number of units proposed, including the number of affordable units and associated targeted household incomes.

(b) The state land planning agency shall compile the information received under this subsection and submit the information to the Governor, the President of the Senate, and the Speaker of the House of Representatives annually by February 1.

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Section 3. An applicant for a proposed development authorized under s. 125.01055(7), Florida Statutes, or s. 166.04151(7), Florida Statutes, who submitted an application, a written request, or a notice of intent to use such provisions to the county or municipality and which application, written request, or notice of intent has been received by the county or municipality, as applicable, before July 1, 2025, may notify the county or municipality by July 1, 2025, of its intent to proceed under the provisions of s. 125.01055(7), Florida Statutes, or s. 166.04151(7), Florida Statutes, as they existed at the time of submittal. A county or municipality, as applicable, shall allow an applicant who submitted such application, written request, or notice of intent before July 1, 2025, the opportunity to submit a revised application, written request, or notice of intent to account for the changes made by this act.

Section 4. Section 420.5098, Florida Statutes, is created to read:

420.5098 Public sector and hospital employer-sponsored housing policy.

(1) The Legislature finds that it is in the best interests of the state and the state's economy to provide affordable housing to state residents employed by hospitals, health care facilities, and governmental entities in order to attract and maintain the highest quality labor by incentivizing such employers to sponsor affordable housing opportunities. Section 42(g)(9)(B) of the Internal Revenue Code provides that a qualified low-income housing project does not fail to meet the general public use requirement solely because of occupancy restrictions or preferences that favor tenants who are members of a specified group under a state program or policy that supports housing for such specified group. Therefore, it is the intent of the Legislature to establish a policy that supports the development of affordable workforce housing for employees of hospitals, health care facilities, and governmental entities.

(2) For purposes of this section, the term:

(a) "Governmental entity" means any state, regional, county, local, or municipal governmental entity of this state, whether executive, judicial, or legislative; any department, division, bureau, commission, authority, or political subdivision of the state; any public school, state university, or Florida College System institution; or any special district as defined in s. 189.012.

(b) "Health care facility" has the same meaning as provided in s. 159.27(16).

(c) "Hospital" means a hospital under chapter 155, a hospital district created pursuant to chapter 189, or a hospital licensed pursuant to chapter 395, including corporations not for profit that are qualified as charitable under s. 501(c)(3) of the Internal Revenue Code and for-profit entities.

(3) It is the policy of the state to support housing for employees of hospitals, health care facilities, and governmental entities and to allow developers in receipt of federal low-income housing tax credits allocated pursuant to s. 420.5099, local or state funds, or other sources of funding available to finance the development of affordable housing to create a preference for housing for such employees. Such preference must conform to the requirements of s. 42(g)(9) of the Internal Revenue Code.

Section 5. This act shall take effect July 1, 2025.

Approved by the Governor June 23, 2025.

Filed in Office Secretary of State June 23, 2025.

Committee on Community Affairs

CS/CS/SB 1730 — Affordable Housing

by Rules Committee; Community Affairs Committee; and Senator Calatayud

The bill amends various provisions of the Live Local Act, passed during the 2023 Regular Session, related to the preemption of certain zoning and land use regulations to authorize affordable housing developments. Specifically, the bill:

- Clarifies the application of the zoning preemption by defining "commercial," "industrial," and "mixed-use," and providing that the preemption applies in areas such as planned unit developments with different zoning;
- Prohibits local governments from requiring transfer of density or development units or amendments to developments of regional impact before allowing development;
- Prohibits local governments from requiring a certain amount of residential usage in mixed-use developments;
- Clarifies the nature of administrative approval of affordable housing developments;
- Defines a "story" for purposes of municipalities located in an area of critical state concern;
- Allows local governments to restrict height and regulate architectural design for developments in historic districts for structures listed in the National Register for Historic Places before January 1, 2020;
- Requires local governments to administratively approve the demolition of an existing structure associated with a proposed development;
- Requires local governments to reduce parking requirements by 15 percent, as opposed to "considering" such reduction, as provided in current law;
- Provides for priority docketing and prevailing party attorneys' fees and costs, up to $250,000, in lawsuits brought under the Live Local Act;
- Authorizes a local government to include an adjacent parcel of land to be included in a project authorized under the Live Local Act;
- Provides that the Live Local Act does not apply in the Wekiva Study Area or Everglades Protection Area;
- Prohibits local governments from enforcing building moratoria that would have the effect of delaying the permitting or construction of affordable housing developments, except in certain circumstances, and authorizes civil action for violation of this prohibition, including award of prevailing party attorneys' fees and costs up to $250,000; and
- Requires annual reporting beginning November 1, 2026, of litigation related to and projects proposed or approved under the Live Local Act.

The bill provides that an applicant in the process of utilizing the Live Local Act prior to the amendments may opt to utilize the law as it existed upon their initial application.

Outside of the Live Local Act, the bill also authorizes local governments to approve affordable housing development on land owned by a religious institution containing a house of worship regardless of underlying zoning.

This summary is provided for information only and does not represent the opinion of any Senator, Senate Officer, or Senate Office.

The bill enacts a state policy related to support public sector, health care facility, and hospital employer-sponsored housing to meet a federal requirement related to tax-advantaged funding.

If approved by the Governor, or allowed to become law without the Governor's signature, these provisions take effect July 1, 2025.
Vote: Senate 37-0; House 105-0

This summary is provided for information only and does not represent the opinion of any Senator, Senate Officer, or Senate Office.

CHAPTER 2026-179

Committee Substitute for
Committee Substitute for House Bill No. 1389

An act relating to affordable housing; amending ss. 125.01055 and 166.04151, F.S.; requiring counties and municipalities, respectively, to authorize multifamily and mixed-use residential uses as allowable uses for specified property; providing requirements for certain proposed developments; specifying that certain proposed developments shall not exclude an assemblage of certain parcels; providing for the expiration of certain provisions; prohibiting counties and municipalities, respectively, from restricting the height of certain proposed developments through other dimensional means and from requiring certain setbacks or step-backs; revising the definitions of the terms "commercial use" and "industrial use"; revising applicability; providing retroactive applicability; authorizing applicants for certain proposed developments to notify the county or municipality, as applicable, by a specified date of intent to proceed under certain provisions; requiring counties and municipalities to allow certain applicants to submit revised applications, written requests, and notices of intent to account for changes made by the act; amending s. 196.1978, F.S.; creating a definition for "multifamily project"; revising a specified finding that a taxing authority must make in order to elect not to exempt certain property from certain ad valorem taxation; authorizing certain property owners in a multifamily project to apply for and continue to receive an exemption; amending s. 333.03, F.S.; providing an exception to the inapplicability of certain provisions; amending s. 760.22, F.S.; revising the definition of the term "person"; amending s. 760.26, F.S.; revising a prohibition on discriminatory practices in land use decisions and in permitting of development to include housing that is affordable; amending s. 760.35, F.S.; waiving the state's sovereign immunity for certain causes of action based upon housing discrimination; providing applicability; amending s. 420.615, F.S.; authorizing a local government to provide a density bonus incentive to landowners who make certain real property donations to assist in the provision of affordable housing for military families; requiring the Office of Program Policy Analysis and Government Accountability to evaluate the efficacy of using mezzanine finance and the potential of tiny homes for specified purposes; requiring the office to consult with certain entities; requiring the office to submit a certain report to the Legislature by a specified date; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraphs (a), (d), (n), and (o) of subsection (7) of section 125.01055, Florida Statutes, are amended to read:

125.01055 Affordable housing.—

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

(7)(a)1. A county must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use;, and in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use; on property owned by a county, municipality, or school district; and on property that is more than 3 acres in size and owned by a religious institution, as defined in s. 170.201(2), which has contained a house of public worship for at least 10 years before the proposed development, regardless of the underlying zoning, if at least 40 percent of the residential units in a proposed multifamily development are rental units that, for a period of at least 30 years, are affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a county may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, transfer of density or development units, amendment to a development of regional impact, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes. The county may not require that more than 10 percent of the total square footage of such mixed-use residential projects be used for nonresidential purposes. A proposed development on property owned by a county, municipality, or school district must be within the geographic boundaries of the respective county, municipality, or school district, and the respective county, municipality, or school district must be a party to the application for the proposed development. A proposed development on property owned by a religious institution must be applied for by both the applicant and the religious institution, and the house of public worship must continue to operate on the property after the proposed development is constructed.

2. A multifamily or mixed-use residential development proposed under this section shall not exclude an assemblage of parcels under common ownership or control separated by no more than 15 feet of land and limited to public pedestrian access. This subparagraph expires July 1, 2030.

(d)1. A county may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within 1 mile of the proposed development or three stories, whichever is higher. A county may not restrict height below the height authorized under this paragraph through other dimensional means, such as establishing setbacks or stepbacks by height, or require setbacks or stepbacks that are more restrictive than the minimum permitted in the proposed development. For purposes of this paragraph, the term "highest currently allowed height" does not include the height of any building that met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the county's land development regulations as an incentive for development.

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2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use which is within a single-family residential development with at least 25 contiguous single-family homes, the county may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed, or allowed on July 1, 2023, height for the property provided in the county's land development regulations, or three stories, whichever is higher, not to exceed 10 stories. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the county may restrict the height of the proposed development to the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within three-fourths of a mile of the proposed development or three stories, whichever is higher. The term "highest currently allowed" in this paragraph includes the maximum height allowed for any building in a zoning district irrespective of any conditions.

(n) As used in this subsection, the term:

1. "Commercial use" means activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants; public lodging establishments as described in s. 509.242(1)(a); food service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property, public lodging establishments as described in s. 509.242(1)(c), or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated. Farms and farm operations as those terms are defined in s. 823.14(3) and uses associated therewith, including the packaging and sale of products raised on the premises, are not commercial use.

2. "Industrial use" means activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or

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repair, junk yards, ~~meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities,~~ electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated. Farms and farm operations as those terms are defined in s. 823.14(3) and uses associated therewith, including the packaging and sale of products raised on the premises, are not industrial use.

3. "Mixed use" means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed use, irrespective of how they are operated.

4. "Planned unit development" has the same meaning as provided in s. 163.3202(5)(b).

(o) This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.

2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

3. The Wekiva Study Area, as described in s. 369.316.

4. The Everglades Protection Area, as defined in s. 373.4592(2).

5. Areas subject to land development regulations, as defined in s. 163.3164, which are in existence before July 1, 2026, and are intended to retain the open character of land, including, but not limited to, open space districts, open space recreation districts, open use estate districts, open use rural districts, and park and open space districts.

6. Any area of critical state concern, as designated in ss. 380.055, 380.0551, 380.0552, 380.0553, and 380.0555.

7. Any portion of a property encumbered by a recorded conservation easement, as defined in s. 704.06(1).

Section 2. Paragraphs (a), (d), (n), and (o) of subsection (7) of section 166.04151, Florida Statutes, are amended to read:

166.04151 Affordable housing.—

(7)(a)1. A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use;~~, and~~ in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use; on property owned by a county, municipality, or school district; and on property that is more than 3 acres in size and owned by a religious institution, as defined in s. 170.201(2), which has contained a house of public worship for at least 10 years before the proposed development, regardless of the underlying zoning, if at least 40 percent of the residential units in a proposed multifamily development are rental units that, for a period of at least 30 years, are affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, transfer of density or development units, amendment to a development of regional impact, amendment to a municipal charter, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes. The municipality may not require that more than 10 percent of the total square footage of such mixed-use residential projects be used for nonresidential purposes. A proposed development on property owned by a county, municipality, or school district must be within the geographic boundaries of the respective county, municipality, or school district, and the respective county, municipality, or school district must be a party to the application for the proposed development. A proposed development on property owned by a religious institution must be applied for by both the applicant and the religious institution, and the house of public worship must continue to operate on the property after the proposed development is constructed.

2. A multifamily or mixed-use residential development proposed under this section shall not exclude an assemblage of parcels under common ownership or control separated by no more than 15 feet of land and limited to public pedestrian access. This subparagraph expires July 1, 2030.

(d)1. A municipality may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within 1 mile of the proposed development or three stories, whichever is higher. A municipality may not restrict height below the height authorized under this paragraph through other dimensional means, such as establishing setbacks or stepbacks by height, or require setbacks or stepbacks that are more restrictive than the minimum permitted in the proposed development. For purposes of this paragraph, the term "highest currently allowed height" does not include the height of any building that met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for

height provided in the municipality's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes, the municipality may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed, or allowed on July 1, 2023, height for the property provided in the municipality's land development regulations, or three stories, whichever is higher, not to exceed 10 stories. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road or body of water, including manmade lakes or ponds. For a proposed development located within a municipality within an area of critical state concern as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code, the term "story" includes only the habitable space above the base flood elevation as designated by the Federal Emergency Management Agency in the most current Flood Insurance Rate Map. A story may not exceed 10 feet in height measured from finished floor to finished floor, including space for mechanical equipment. The highest story may not exceed 10 feet from finished floor to the top plate.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the municipality may restrict the height of the proposed development to the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within three-fourths of a mile of the proposed development or three stories, whichever is higher. The term "highest currently allowed" in this paragraph includes the maximum height allowed for any building in a zoning district irrespective of any conditions.

(n) As used in this subsection, the term:

1. "Commercial use" means activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants; public lodging establishments as described in s. 509.242(1)(a); food service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property, public lodging establishments as described in s. 509.242(1)(c), or

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uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated. Farms and farm operations as those terms are defined in s. 823.14(3) and uses associated therewith, including the packaging and sale of products raised on the premises, are not commercial use.

2. "Industrial use" means activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or repair, junk yards, ~~meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities,~~ electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated. Farms and farm operations as those terms are defined in s. 823.14(3) and uses associated therewith, including the packaging and sale of products raised on the premises, are not industrial use.

3. "Mixed use" means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed use, irrespective of how they are operated.

4. "Planned unit development" has the same meaning as provided in s. 163.3202(5)(b).

(o) This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.

2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

3. The Wekiva Study Area, as described in s. 369.316.

4. The Everglades Protection Area, as defined in s. 373.4592(2).

5. Areas subject to land development regulations, as defined in s. 163.3164, which are in existence before July 1, 2026, and are intended to

retain the open character of land, including, but not limited to, open space districts, open space recreation districts, open use estate districts, open use rural districts, and park and open space districts.

6. Any area of critical state concern, as designated in ss. 380.055, 380.0551, 380.0552, 380.0553, and 380.0555.

7. Any portion of a property encumbered by a recorded conservation easement, as defined in s. 704.06(1).

Section 3. The amendments made by this act to ss. 125.01055(7)(n) and 166.04151(7)(n), Florida Statutes, are intended to be remedial and clarifying in nature and apply retroactively to January 1, 2024.

Section 4. An applicant for a proposed development authorized under s. 125.01055(7), Florida Statutes, or s. 166.04151(7), Florida Statutes, who submitted an application, a written request, or a notice of intent to use such provisions to the county or municipality and which application, written request, or notice of intent has been received by the county or municipality, as applicable, before July 1, 2026, may notify the county or municipality by July 1, 2026, of its intent to proceed under the provisions of s. 125.01055(7), Florida Statutes, or s. 166.04151(7), Florida Statutes, as they existed at the time of submittal. A county or municipality, as applicable, shall allow an applicant who submitted such an application, written request, or notice of intent before July 1, 2026, the opportunity to submit a revised application, written request, or notice of intent to account for the changes made by this act.

Section 5. Paragraphs (a) and (o) of subsection (3) of section 196.1978, Florida Statutes, are amended to read:

196.1978 Affordable housing property exemption.—

(3)(a) As used in this subsection, the term:

1. "Corporation" means the Florida Housing Finance Corporation.

2. "Multifamily project" shall include a development authorized under this subsection that is held under common ownership or control, approved and developed in compliance with the same site plan approval or development agreement or order, but shall exclude individual detached single-family residences, as well as parcels separated by more than 200 feet of land.

3.~~2.~~ "Newly constructed" means an improvement to real property which was substantially completed within 5 years before the date of an applicant's first submission of a request for a certification notice pursuant to this subsection.

4.~~3.~~ "Substantially completed" has the same meaning as in s. 192.042(1).

(o)1. Beginning with the 2025 tax roll, a taxing authority may elect, upon adoption of an ordinance or resolution approved by a two-thirds vote of the governing body, not to exempt property under sub-subparagraph (d)1.a. located in a county specified pursuant to subparagraph 2., subject to the conditions of this paragraph.

2. A taxing authority must make a finding in the ordinance or resolution that annual housing reports ~~the most recently~~ published by the Shimberg Center for Housing Studies ~~Annual Report, prepared~~ pursuant to s. 420.6075~~,~~ identify ~~identifies~~ that a county that is part of the jurisdiction of the taxing authority is within a metropolitan statistical area or region where, for each of the previous 3 years, the number of affordable and available units in the metropolitan statistical area or region is greater than the number of renter households in the metropolitan statistical area or region for the category entitled "0-120 percent AMI."

3. An election made pursuant to this paragraph may apply only to the ad valorem property tax levies imposed within a county specified pursuant to subparagraph 2. by the taxing authority making the election.

4. The ordinance or resolution must take effect on the January 1 immediately succeeding adoption and shall expire on the second January 1 after the January 1 in which the ordinance or resolution takes effect. The ordinance or resolution may be renewed prior to its expiration pursuant to this paragraph.

5. The taxing authority proposing to make an election under this paragraph must advertise the ordinance or resolution or renewal thereof pursuant to the requirements of s. 50.011(1) prior to adoption.

6. The taxing authority must provide to the property appraiser the adopted ordinance or resolution or renewal thereof by the effective date of the ordinance or resolution or renewal thereof.

7. Notwithstanding an ordinance or resolution or renewal thereof adopted pursuant to this paragraph, property in a multifamily project that received an exemption pursuant to sub-subparagraph (d)1.a. before the adoption or renewal of such ordinance or resolution may continue to receive such exemption for each subsequent consecutive year that the same owner or each successive owner applies for and is granted the exemption.

8. Notwithstanding an ordinance or a resolution or a renewal thereof adopted pursuant to this paragraph, the owner of a property in a multifamily project that was issued a building permit on or after July 1, 2026, for the development of the multifamily project within 4 years before the effective date of such ordinance or resolution may apply for and be granted the exemption under sub-subparagraph (d)1.a. after meeting the requirements of this subsection and may continue to receive such exemption for each subsequent consecutive year that the same owner or each successive owner applies for and is granted the exemption.

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Section 6. The amendments made by this act to s. 196.1978, Florida Statutes, first apply to the 2027 property tax roll.

Section 7. Subsection (5) of section 333.03, Florida Statutes, is amended to read:

333.03 Requirement to adopt airport zoning regulations.—

(5) Sections 125.01055(7) and 166.04151(7) do not apply to any of the following, unless the respective application is approved by the governing body of the airport:

(a) A proposed development near a runway within one-quarter of a mile laterally from the runway edge and within an area that is the width of one-quarter of a mile extending at right angles from the end of the runway for a distance of 10,000 feet of any existing airport runway or planned airport runway identified in the local government's airport master plan.

(b) A proposed development within any airport noise zone identified in the federal land use compatibility table or in a land-use zoning or airport noise regulation adopted by the local government.

(c) A proposed development that exceeds maximum height restrictions identified in the political subdivision's airport zoning regulation adopted pursuant to this section.

Section 8. Subsection (8) of section 760.22, Florida Statutes, is amended to read:

760.22 Definitions.—As used in ss. 760.20-760.37, the term:

(8) "Person" includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, ~~and~~ fiduciaries, agencies, governmental entities, and other legal or commercial entities.

Section 9. Section 760.26, Florida Statutes, is amended to read:

760.26 Prohibited discrimination in land use decisions and in permitting of development.—It is unlawful to discriminate in land use decisions or in the permitting of development based on race, color, national origin, sex, disability, familial status, or religion, or, except as otherwise provided by law, based on the source of financing of a development or proposed development, including, but not limited to, financing of a development or on a proposed development for housing that is affordable as defined in s. 420.0004.

Section 10. Subsection (4) of section 760.35, Florida Statutes, is amended to read:

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760.35 Civil actions and relief; administrative procedures.—

(4) If the court finds that a person has engaged in a discriminatory housing practice ~~has occurred~~, it must ~~shall~~ issue an order prohibiting the practice and providing affirmative relief from the effects of the practice, including injunctive and other equitable relief, actual and punitive damages, and reasonable attorney fees and costs. In accordance with s. 13, Art. X of the State Constitution, the state, for itself and its agencies or political subdivisions, waives sovereign immunity for a cause of action based upon the application of this section. Such waiver is limited only to actions brought under this section.

Section 11. Subsection (1) of section 420.615, Florida Statutes, is amended to read:

420.615 Affordable housing land donation density bonus incentives.—

(1) A local government may provide density bonus incentives pursuant to ~~the provisions of~~ this section to any landowner who voluntarily donates fee simple interest in real property to the local government for the purpose of assisting the local government in providing affordable housing, including housing that is affordable for military families receiving the basic allowance for housing. Donated real property must be determined by the local government to be appropriate for use as affordable housing and must be subject to deed restrictions to ensure that the property will be used for affordable housing.

Section 12. The Office of Program Policy Analysis and Government Accountability (OPPAGA) shall evaluate the efficacy of using mezzanine finance, or second-position short-term debt, to stimulate the construction of owner-occupied housing that is affordable as defined in s. 420.0004(3), Florida Statutes, in this state. OPPAGA shall also evaluate the potential of tiny homes in meeting the need for affordable housing in this state. OPPAGA shall consult with the Florida Housing Finance Corporation and the Shimberg Center for Housing Studies at the University of Florida in conducting its evaluation. By December 31, 2027, OPPAGA shall submit a report of its findings to the President of the Senate and the Speaker of the House of Representatives. Such report must include recommendations for the structuring of a model mezzanine finance program.

Section 13. This act shall take effect July 1, 2026.

Approved by the Governor June 26, 2026.

Filed in Office Secretary of State June 26, 2026.

Committee on Community Affairs

CS/CS/HB 1389 — Affordable Housing

by Commerce Committee; Housing, Agriculture & Tourism Subcommittee; and Rep. Redondo and others (SB 1548 by Senator Calatayud)

The bill makes a variety of changes regarding the Live Local Act, passed during the 2023 Regular Session, to require the authorization of certain affordable housing developments by local governments under certain conditions. The bill:

- Provides that the preemptions of the Live Local Act permitting the development of affordable housing apply on any property owned by a county, municipality, or school district;
- Provides that the preemptions of the Live Local Act permitting the development of affordable housing apply on a property which is more than 3 acres in size, owned by a religious institution, and has contained a house of public worship for 10 years;
- Provides that, through July 1, 2030, a multifamily or mixed-use development using the preemptions of the Live Local Act may consist of an assemblage of parcels under common ownership or control which are separated by no more than 15 feet of land and limited public pedestrian access;
- Provides that the preemptions of the Live Local Act do not apply in an area subject to a land development regulation intended to retain the open character of land, any area of critical state concern, or any portion of property under a conservation easement;
- Provides that a local government may not utilize other dimensional means such as setbacks or stepbacks to constructively restrict the height of a project authorized by the Live Local Act;
- Provides that farming and farm operations, including the packaging and sale of those products raised on the premises, are excluded from the definitions of commercial, industrial, or mixed-use zoning which would require the local government to approve affordable housing developments; and
- Provides that the Live Local Act may apply if the development is approved by the governing body of an airport where the proposed development is near an airport runway or noise zone.

An applicant for a proposed development authorized under ss. 125.01055(7) or 166.04151(7), F.S., who submitted documentation before July 1, 2026, may proceed under the provisions of law as they existed at the time of submission, or notify the local government of their intent to revise their submission to account for the changes made by the bill.

Related to the Florida Fair Housing Act, the bill clarifies that it is unlawful to discriminate in land use decisions or in the permitting of development based on the financing of a development or proposed development that is for affordable housing, and waives sovereign immunity in cases based on such discrimination.

Related to the missing middle property tax exemption created in the Live Local Act, the bill makes the following changes, applicable to the 2027 tax rolls:

This summary is provided for information only and does not represent the opinion of any Senator, Senate Officer, or Senate Office.

- Defines a multifamily project to include multiple parcels held under common ownership or control developed as one plan, excluding single-family residences and parcels separated by more than 200 feet of land;
- Requires the taxing authority to find that the local availability of affordable units has exceeded the demand for each of the previous 3 years, rather than the most recent year, prior to opting out of the exemption; and
- Allows a development which received a building permit within 4 years before a local government opted out of the exemption to apply for the exemption.

The bill also provides that local governments may provide density bonus incentives to landowners who donate real estate for the purpose of assisting local governments in providing affordable housing to military families that receive the basic allowance for housing.

Finally, the bill directs the Office of Program Policy Analysis and Government Accountability to evaluate the efficacy of using mezzanine finance, or second position short-term debt, to stimulate the construction of owner-occupied affordable housing and evaluate potential for tiny homes to meet affordable housing needs. The report is due by December 31, 2027.

If approved by the Governor, or allowed to become law without the Governor's signature, these provisions take effect on July 1, 2026.

Vote: Senate 35-0; House 98-4

This summary is provided for information only and does not represent the opinion of any Senator, Senate Officer, or Senate Office.

City of Titusville, Florida
Business Impact Estimate

This form should be included in the City Council agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Titusville website by the time notice of the proposed ordinance is published, excluding the exceptions provided in 166.041(4), Florida Statutes.

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING CHAPTER 29, "SPECIAL DISTRICTS AND OVERLAYS", ARTICLE VIII, "SPECIAL LAND USE STANDARDS", TO AMEND DEVELOPMENT STANDARDS FOR LIVE LOCAL ACT AFFORDABLE HOUSING PROJECTS PURSUANT TO SECTION 166.04151, FLORIDA STATUTES, BY AMENDING SECTIONS 29-144, "PURPOSE", 29-145, "DEFINITIONS", 29-146, "DEVELOPMENT STANDARDS", AND 29-147, "REVIEW PROCESS", OF THE TITUSVILLE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, EFFECTIVE DATE, SUNSET PROVISIONS, INCORPORATION INTO THE CODE, AND EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with Section 166.041(4*), Florida Statutes*. If one or more boxes are checked below, this means the City of Titusville is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the county;
c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
e. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Titusville hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
The ordinance updates the City's affordable housing regulations to be consistent with changes to the State's Live Local Act.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Titusville, if any:
The ordinance reflects changes made by Chapters 2025-172 and 2026-179 of the Laws of Florida.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
It is impossible to predict the number of businesses likely to be impacted by the proposed ordinance.

4. Additional information the governing body deems useful (if any):

Ad#12627761 09/24/2026

CITY OF TITUSVILLE
NOTICE OF PROPOSED ENACTMENT OF TITUSVILLE CITY ORDINANCE AND PUBLIC HEARINGS WITH RESPECT THERETO

PLEASE TAKE NOTICE that the City Council of the City of Titusville will hold a public hearing on **Tuesday, October 13, 2026**, at a meeting **commencing at 6:30 p.m.**, at Titusville City Hall, second floor, Council Chamber, 555 South Washington Avenue, Titusville, Florida 32796, to hear interested persons with regard to the following proposed ordinance:

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING CHAPTER 29, "SPECIAL DISTRICTS AND OVERLAYS", ARTICLE VIII, "SPECIAL LAND USE STANDARDS", TO AMEND DEVELOPMENT STANDARDS FOR LIVE LOCAL ACT AFFORDABLE HOUSING PROJECTS PURSUANT TO SECTION 166.04151, FLORIDA STATUTES, BY AMENDING SECTIONS 29-144, "PURPOSE", 29-145, "DEFINITIONS", 29-146, "DEVELOPMENT STANDARDS", AND 29-147, "REVIEW PROCESS", OF THE TITUSVILLE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, EFFECTIVE DATE, SUNSET PROVISIONS, INCORPORATION INTO THE CODE, AND EFFECTIVE DATE.

PLEASE ALSO TAKE NOTICE that the City of Titusville Planning and Zoning Commission, the Local Planning Agency, will hold a public hearing on **Wednesday, October 7, 2026**, at a meeting **commencing at 6:00 p.m.**, to hear interested persons with regard to these matters for recommendation to the City Council. This meeting and the public hearings will be held in the Council Chamber on the second floor of City Hall, 555 South Washington Avenue, Titusville, Florida 32796.

The proposed ordinance may be inspected in the City Clerk's Office during normal business hours, Monday through Friday (excluding holidays and weekends). All interested parties are hereby advised that they may appear at said meeting and public hearing and be heard with respect to the proposed ordinance.

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

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

Wanda F. Wells, MMC, City Clerk,
City of Titusville
555 South Washington Avenue,
Post Office Box 2806,
Titusville, Florida 32781-2806
Phone 321-567-3686 and
Fax 321-383-5704

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Ordinance No. 37-2026 Administrative Approval of Plats and Replats**

Department/Office: Community Development

Recommended Action:

Conduct the second reading and the public hearing of Ordinance No. 37-2026 - Administrative Approval of Plats and Replats.

Ordinance No. 37-2026, an ordinance of the City Of Titusville, Florida, amending the code of ordinances to create procedures for the administrative approval of final plats, amending Sections 31-31, “Powers And Duties”, 34-8 “Public Hearing Approvals Required”, 34-151, “Procedure”, 34-172, “Procedure”, 34-173, “Required Exhibits”, 34-179, “Final Plat”, 34-180, “Recording of Final Plat Required”, 34-182, “Improvements Required To Be Installed”, 34-201 “Recording of Final Plat Required”, and Development Review Procedures Technical Manual, Section 13 “Final Plat”; providing for severability, repeal of conflicting ordinances, incorporation into the code, and an effective date. (This is a legislative item.) (This is the second reading and the public hearing.)

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

Summary Explanation & Background:

Chapter 2025-164 of the Laws of Florida amends Section 177.041, Fla. Stat. in connection with how local governments review and approve plats. Specifically, the bill requires local governments to review, process, and approve plats or replat submittals without action or approval by the governing body through an administrative authority and official designated by ordinance. The administrative authority must be a department, division, or other agency of the local government, and includes an administrative officer or employee which may be a city administrator or manager, or assistant or deputy thereto, or other high-ranking city department or division director with direct or indirect oversight responsibility for the local government’s land development, housing, utilities, or public works programs. The effective date of the new

law was July 1, 2025. Enclosed for review is Chapter 2025-164 and the Senate Bill Analysis report.

On August 11, 2026, the City Council supported the Planning and Zoning Commission recommendation No. 1 only: Not [to] remove review of the Preliminary Plat or Plan being reviewed by the Planning and Zoning Commission and City Council.

On August 25, 2026, City Council directed the staff to amend the draft ordinance consistent with the Planning and Zoning Commission's recommendation.

Alternatives:

1. Adopt the ordinance as written.
2. Adopt the ordinance with changes.
3. Do not adopt the ordinance.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. SB784 2025 Analysis
2. Chapter 2025-164
3. Administrative Plat Ord Ver18
4. Business Impact Estimate_Admin Plat Revised Title_8-31-2026
5. Legal Ad_Revised Plat Ordinance_9-24-2026

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Rules

BILL:	CS/CS/CS/SB 784
INTRODUCER:	Rules Committee; Judiciary Committee; Community Affairs Committee and Senator Ingoglia
SUBJECT:	Platting
DATE:	April 9, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Hackett	Fleming	CA	**Fav/CS**
2.	Collazo	Cibula	JU	**Fav/CS**
3.	Hackett	Yeatman	RC	**Fav/CS**

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/CS/CS/SB 784 amends state law in connection with how local governments review and approve plats. The bill requires local governments to review and approve plat and replat submittals administratively through a designated authority, and provides parameters on the administrative review process.

The bill takes effect July 1, 2025.

II. Present Situation:

Platting

In Florida law, a "plat" is a map or delineated representation of the subdivision of lands. It is a complete and exact representation of the subdivision and other information, in compliance with state law and any local ordinances.[1] Generally, platting is required whenever a developer wishes to subdivide a large piece of property into smaller parcels and tracts. These smaller areas become the residential lots, streets, and parks of a new residential subdivision.[2]

[1] Section 177.031(14), F.S.

[2] Harry W. Carls, Florida Condo & HOA Law Blog, *Why is a Plat so Important?* (May 17, 2018), https://www.floridacondohoalawblog.com/2018/05/17/why-is-a-plat-so-important/.

State law establishes consistent minimum requirements for the platting of lands but also authorizes local governments to regulate and control platting.[3] Prior to local government approval, the plat must be reviewed for conformity with state and local law and sealed by a professional surveyor and mapper employed by the local government.[4]

Before recording a plat, it must be approved by the appropriate local government, and evidence of the approval must be placed on the plat. If the plat is not approved, the local government must return the plat to the professional surveyor and mapper or the legal entity offering the plat for recordation.[5]

Jurisdiction over plat review and approval is as follows:

- When the plat to be submitted for approval is located entirely within the boundaries of a municipality, the governing body of the municipality has exclusive jurisdiction to approve the plat.
- When the plat lies entirely within the unincorporated areas of a county, the governing body of the county has exclusive jurisdiction to approve the plat.
- When the plat lies within the boundaries of more than one governing body, two plats must be prepared and each governing body has exclusive jurisdiction to approve the plat within its own boundaries, unless both governing bodies having jurisdiction agree that one plat is acceptable.[6]

To be recorded, every subdivision plat must include, in addition to other information required by statute, the following information:

- The name of the plat in bold legible letters. Each sheet of the plat must show the name of the subdivision, the professional surveyor and mapper or legal entity, and street and mailing address information.[7]
- The section, township, and range immediately under the name of the plat on each sheet included, along with the name of the city, town, village, county, and state in which the land being platted is situated.[8]
- The dedications and approvals prepared by the surveyor and mapper and the local government, as well as the circuit court clerk's certificate and the professional surveyor and mapper's seal and statement.[9]
- All section lines and quarter section lines occurring within the subdivision. If the description is by metes and bounds, all information called for, such as the point of commencement, course bearings and distances, and the point of beginning. If the platted lands are in a land grant or are not included in the subdivision of government surveys, then the boundaries must be defined by metes and bounds and courses.[10]
- The location, width, and names of all streets, waterways, or other rights-of-way.[11]

[3] Section 177.011, F.S.
[4] Section 177.081(1), F.S.
[5] Section 177.071(1) F.S.
[6] *Id.*
[7] Section 177.091(5), F.S.
[8] Section 177.091(10), F.S.
[9] Section 177.091(12)-(13), F.S.
[10] Section 177.091(14), F.S.
[11] Section 177.091(15), F.S.

- The location and width of proposed easements and existing easements identified in the title opinion or property information report. All easements and their intended uses must be shown on the face of the plat or indicated in the notes or legend.[12]
- All lots numbered either by progressive numbers or, if in blocks, progressively numbered in each block. Blocks must also be progressively numbered or lettered, except that blocks in numbered additions bearing the same name may be numbered consecutively throughout the several additions.[13]
- The survey data needed to positively describe the bounds of every lot, block, street easement, and all other areas shown on the plat.[14]
- All designated park and recreation parcels.[15]
- All interior parcels excepted from the plat, clearly indicated and labeled as "Not a part of this plat."[16]
- The purpose of all dedicated areas, clearly indicated or stated on the plat.[17]
- All platted utility easements, which must provide that such easements are also easements for the construction, installation, maintenance, and operation of cable television services; however, the construction, installation, maintenance, and operation of cable television services may not interfere with the facilities and services of an electric, telephone, gas, or other public utility.[18]

III. Effect of Proposed Changes:

The bill amends s. 177.071, F.S., in connection with how local governments review and approve plats.

Specifically, the bill requires local governments to review, process, and approve plats or replat submittals without action or approval by the governing body through an administrative authority and official designated by ordinance.

The administrative authority must be a department, division, or other agency of the local government, and includes an administrative officer or employee which may be a county or city administrator or manager, or assistant or deputy thereto, or other high-ranking county or city department or division director with direct or indirect oversight responsibility for the local government's land development, housing, utilities, or public works programs.

Under the bill, the authority must provide written notice in response to a submittal within seven days acknowledging receipt, identifying any missing documents or information required, and providing information regarding the approval process including requirements and timeframes.

Unless the applicant requests an extension, the authority must approve, approve with conditions, or deny the submittal within the timeframe identified in the initial written notice. A denial must

[12] Section 177.091(16), F.S.
[13] Section 177.091(18), F.S.
[14] Section 177.091(19), F.S.
[15] Section 177.091(23), F.S.
[16] Section 177.091(24), F.S.
[17] Section 177.091(25), F.S.
[18] Section 177.091(28), F.S.

be accompanied by an explanation of why the submittal was denied, specifically citing unmet requirements. The authority or local government may not request or require an extension of time.

The bill takes effect July 1, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

The bill may reduce carrying costs for those relying on a local government to process applications relating to real property development before a parcel can be sold.

C. Government Sector Impact:

Local governments that are not currently reviewing and approving plats within the timeframes in the bill may incur additional costs to expedite their activities.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill amends section 177.071 of the Florida Statutes.

IX. Additional Information:

A. Committee Substitute – Statement of Substantial Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS/CS/CS by Rules on April 8, 2025:
The committee substitute revises the mechanism of plat or replat approval in the bill to require that a local government designate an administrative authority responsible for the approval process. The authority must accept plat or replat submittals, respond within 7 days with a written notice including any outstanding required documentation and an outline of the procedures and timeline leading to approval, and ultimately approve, approve with conditions, or deny the submittal based on its compliance with law.

CS/CS by Judiciary on April 1, 2025:
The committee substitute eliminates the section of the bill authorizing applicants to engage a private provider of street and mailing address and individual parcel identification number information, if that information is not issued within 2 weeks by the local government. The section also would have prohibited the governing body of the local government from collecting an addressing fee if it had failed to issue addresses and parcel identification numbers within the required timeframes.

CS by Community Affairs on March 17, 2025:
The committee substitute:
- Provides that, as opposed to reduction in fees, the failure to issue street and mailing addresses and parcel identification numbers will entitle the applicant to engage a private provider to create the required information.
- Requires plat and replat submittals be approved administratively and provides associated timeframes for which local governments must approve or deny such submissions, or specify non-compliance.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

CHAPTER 2025-164

Committee Substitute for Committee Substitute for Committee Substitute for Senate Bill No. 784

An act relating to platting; amending s. 177.071, F.S.; requiring that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances; requiring the governing body of such county or municipality to designate an administrative authority to receive, review, and process plat or replat submittals; providing requirements for such designation; defining the term "administrative authority"; requiring the administrative authority to submit a certain notice to an applicant; providing requirements for such notice; requiring the administrative authority to approve, approve with conditions, or deny a plat or replat submittal in accordance with the timeframe in the initial written notice to the applicant; requiring the administrative authority to notify the applicant in writing if it declines to approve a plat or replat submittal; requiring that the written notification contain the reasons for denial and other information; prohibiting the administrative authority or other official, employee, agent, or designee from requesting or requiring that the applicant request an extension of time; amending s. 177.111, F.S.; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 177.071, Florida Statutes, is amended to read:

177.071 Administrative approval of plats ~~plat~~ by designated county or municipal official ~~governing bodies~~.—

(1)(a) A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

(b) As used in this section, the term "administrative authority" means a department, division, or other agency of the county or municipality. For purposes of issuing a final administrative approval of a plat or replat submittal, the term also includes an administrative officer or employee designated by the governing body of a county or municipality, including but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager, or other high-ranking county or city department or division director with direct or indirect

oversight responsibility for the county's or municipality's land development, housing, utilities, or public works programs.

(2) Within 7 business days after receipt of a plat or replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

(3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4)~~(1)~~ Before a plat or replat is offered for recording, it must be administratively approved as required by this section ~~by the appropriate governing body~~, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the ~~governing body of the~~ municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the ~~governing body of the~~ county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both ~~governing body~~, two plats or replats must be prepared and each county or municipality ~~governing body~~ has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees ~~the governing bodies having said jurisdiction agree~~ that one plat is mutually acceptable.

(5)~~(2)~~ Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Section 2. Section 177.111, Florida Statutes, is amended to read:

177.111 Instructions for filing plats ~~plat~~.—After the approval by the appropriate administrative authority ~~governing body~~ required by s. 177.071, the plat or replat must ~~shall~~ be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat or replat. The circuit court clerk or other recording officer shall maintain in his or her office a book of the proper size for such papers so that they will ~~shall~~ not be folded, to be kept in the vault. A print or photographic copy must be filed in a similar book and kept in his or her office for the use of the public. The clerk shall make available to the public a full size copy of the record plat or replat at a reasonable fee.

Section 3. This act shall take effect July 1, 2025.

Approved by the Governor June 20, 2025.

Filed in Office Secretary of State June 20, 2025.

ORDINANCE NO. X-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES TO CREATE PROCEDURES FOR THE ADMINISTRATIVE APPROVAL OF FINAL PLATS, AMENDING SECTIONS 31-31, "POWERS AND DUTIES", 34-8 "PUBLIC HEARING APPROVALS REQUIRED", 34-151, "PROCEDURE", 34-172, "PROCEDURE", 34-173, "REQUIRED EXHIBITS", 34-179, "FINAL PLAT", 34-180, "RECORDING OF FINAL PLAT REQUIRED", 34-182, "IMPROVEMENTS REQUIRED TO BE INSTALLED", 34-201 "RECORDING OF FINAL PLAT REQUIRED", AND DEVELOPMENT REVIEW PROCEDURES TECHNICAL MANUAL, SECTION 13 "FINAL PLAT"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted Chapter 2025-164, Laws of Florida, effective July 1, 2025, to require that final plats be approved administratively by local governments; and

WHEREAS, the current Titusville Land Development Regulations require City Council approval of all final plats; and

WHEREAS, the Planning and Zoning Commission has reviewed the proposed amendments and made recommendations on the adoption of the amendments; and

WHEREAS, the City Council desires to be in compliance with the Florida Statutes by adopting amendments to Chapter 31 "Agencies and Boards" and Chapter 34 "Procedures" of the Titusville Land Development Regulations.

BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA, as follows:

SECTION 1: Recitals. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2: That Chapter 31, "Agencies and Boards", Article III, "The Planning and Zoning Commission", Section 31-31, "Powers and duties", of the Code of Ordinances, City of Titusville is hereby amended to read as follows:

Sec. 31-31. Powers and duties.

(a) The Commission shall act in an advisory capacity to City Council in all matters affecting the Comprehensive Plan and serve as the Local Planning Agency (LPA) pursuant to Section 163.3174, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act.

(b) The Commission shall recommend the study of resources and possibilities, and needs of the City, and shall review and recommend to City Council plans and maps for the systematic future development and betterment of the City and recommend such change(s) as are deemed advisable; and may recommend to the City Council the division of the City into districts or zones or the preparation of maps and plans of same, specifying and governing the height, area, and manner of construction of buildings to be erected, altered, or reconstructed in such zones.

(c) Except where such street is opened, extended, widened, relocated, closed, vacated, or corrected as a result of the approval of a final plat, ~~Before~~ before any new street is opened, or any existing street extended, widened, relocated, closed or vacated, or corrected within

the corporate limits or planning jurisdiction of the City ~~or before any new subdivision within the corporate limits of the City for residence, business or industrial uses is made~~, the person opening, extending, widening, relocating, closing, vacating, or correcting such street ~~or proposing such new subdivision for residence, business, or industrial purposes,~~ shall submit a detailed plan with blueprints and other necessary data to the Commission. It shall be the duty of the Commission to ~~examine~~ carefully examine the plan~~s for such subdivision as regards their nature and purpose, the number, width, character and location of streets and alleys, and the size, material and manner of laying of water and sewer lines,~~ and shall transmit such application with all data to the City Council with its recommendations in writing.

(d) The Commission shall have the duty of recommending the purposes for which buildings and premises therein may be used, and establishing rules governing building lines, and shall submit same to the City Council for its approval, approval with condition, or denial.

(e) Other duties that may be assigned by the City Council in furtherance of its legislative powers and in Chapter 34, Procedures of these ~~[~~Land Development~~]~~ Regulations and the specific needs of the City, including, but not limited to, the following:

(1) Review, recommend amendments to~~,~~ and monitor the Comprehensive Plan;

(2) Evaluate land development regulations ~~and,~~ codes and technical manuals;

(3) Review and update the land use and zoning designations in the City, including interpretation of boundary lines and applicable areas;

(4) Evaluate rezoning requests and requests for changes in the future land use map/future traffic circulation map;

(5) Review ~~proposed~~ preliminary subdivision plat~~ss;~~

(6) Interpretation of uses permitted;

(7) Review proposed Master Plans;

(8) Review plans that affect the shoreline district, the conservation district, the areas of critical concern, and the flood plain areas, as provided for in these ~~[~~Land Development~~]~~ Regulations; and

(9) Hear site plan appeals.

(f) In addition to the above, it shall be the duty of each member of the Commission, if funds are made available by the City Council, to:

(1) Attend two~~one~~ (2) local, regional, or state planning ~~conference~~conferences during each two (2) years served;

(2) Attend one (1) staff sponsored field trip within the first year of each term served;

(3) Join a planning organization;

(4) Attend one (1) City Council meeting every three (3) months (regardless of funds);

(5) Attend a workshop session conducted by the City staff for orientation of new members and other such workshops that may be called as necessary; and

(6) Familiarize themselves with the Comprehensive Plan and these Land Development Regulations and other sections of the City Code applicable to the Commission.

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(g) None of the powers, duties, or prerogatives of the Commission shall be construed to be in any way a limitation upon the duties, powers, ~~and~~ or prerogatives of the City Council, but in every case shall be subordinate and subject to the approval of the City Council.

SECTION 3: That Chapter 34, "Procedures", Article I, "General Provisions", Section 34-8, "Public hearing approvals required", of the Code of Ordinances, ~~of the~~ City of Titusville is hereby amended to read as follows:

Sec. 34-8. Public hearing approvals required.

(a) The following actions require the approval of City Council after review and recommendation by the Planning and Zoning Commission and approval from the Community Redevelopment Agency when required:

(1) Annexations;

(2) Amendments to the adopted Comprehensive Plan of the City of Titusville, including:

a. Amendments to the adopted goals, objectives and policies of the Comprehensive Plan;

b. Amendments to the future land use map (Comprehensive Plan amendment or CPA);

(3) Land Development Regulations;

(4) Conditional uses in the districts where so designated (see Chapter 28, Zoning);

(5) Community Redevelopment district activities, acting as the Community Redevelopment Agency (CRA);

(6) Planned Development, Planned Industrial Development, Planned Office Park, Regional Mixed-Use, and Urban Village applications.

a. Master Plan.

(7) Subdivision approval for:

a. Preliminary plat.

b. ~~Final plat~~Reserved.

(8) Other actions as directed by the City Council.

SECTION 4: That Chapter 34, "Procedures", Article III, "Subdivisions", Division 5, "Plat", Subdivision 3, "Final Plat", Section 34-172, "Procedure", of the Code of Ordinances, ~~of the~~ City of Titusville is hereby amended to read as follows:

Sec. 34-172. Procedure.

(a) To obtain final plat approval, the subdivider shall within two (2) years, unless otherwise extended, of the date of site plan approval, ~~and at least thirty (30) calendar days prior to a regularly scheduled meeting of the City Council,~~ submit a final plat to the Administrator, along with a filing fee as adopted by City Council and other information as set forth in ~~[~~Development Review Procedures Manual,~~]~~ Section 13.1. For purposes of approval of a final plat, the Administrator shall be designated as the Titusville City Manager or designee.

(b) Approval by the Administrator ~~Council~~ shall be based upon a review by ~~report from~~ the appropriate staff ~~Administrator stating~~ confirming that all requirements of the site plan and these regulations, along with all ~~have been completed with the City Attorney indicating that all~~ legal requirements for final plat approval, have been met.

(c) Failure to apply for final plat approval within two (2) years of the date of site plan approval shall cause approval of the site plan to cease and become void unless otherwise extended as hereinafter provided. The subdivider may, prior to expiration of the site plan, make application for an extension of time to file for final plat approval. The ~~City Council~~Administrator may grant an extension of time up to two (2) years provided the ~~City Council~~Administrator has been shown good cause for the extension. If the subdivider has not obtained final plat approval prior to the expiration of the two-year extension, the subdivider may apply to the Administrator~~City Council~~ for an additional extension up to two (2) years. The subdivider shall show good cause why the time for filing the final plat should be extended for the additional two (2) years and if a performance bond was submitted~~,~~ an extension on said bond shall be documented. No extensions will be granted beyond a total of four (4) years~~)~~ from the original expiration date.

(d) Approval of a two-year extension by City Council is in no way guaranteed. In determining whether to grant an extension, ~~T~~the City Council ~~has the option to~~may evaluate the development and place additional conditions or ~~/~~restrictions on the developer, including, but not limited to, requiring the developer to comply with any development regulations enacted subsequent to the approval to the site plan ~~and to~~in order to ensure ~~that~~ public health and safety ~~is assured~~.

SECTION 5: That Chapter 34 “Procedures”, Article III, “Subdivisions”, Division 5, “Plat”, Subdivision 3, “Final Plat”, Section 34-173, “Required exhibits”, of the Code of Ordinances~~, of the~~ City of Titusville is hereby amended to read as follows:

Sec. 34-173. Required exhibits.

(a) The final plat shall conform to the approved preliminary plat and shall meet the platting requirements of Chapter 177, Florida Statutes~~, Chapter 177~~ and the requirements of this section. In the case of a large plat which may require two (2) or more sheets, the sheets are to be numbered and the number of the sheets are to be indicated on the first sheet below the title. The final plat shall be prepared by a registered land surveyor and shall provide information as set forth in the Development Review Procedures Manual, Section 13.2.

(b) The ~~F~~final plat must~~will require~~ meet~~ing~~ the requirements of Section 34-216, “Site plan final acceptance”, ~~, preliminary plat and site plan final acceptance,~~ prior to ~~being scheduled for City Council review and~~ approval by the Administrator.

(c) Where the required improvements have not been completed prior to the submission of the final plat, the approval of said plat shall be subject to the subdivider guaranteeing the installation of said improvements through one (1) of the following methods:

(1) Filing a performance bond~~,~~ and labor and material payment bond executed by the developer or jointly by the developer and builder, in the amount of one hundred twenty percent (120 %)~~ percent~~ of the estimated construction cost, or other acceptable forms of security, as determined by the Administrator for any unconstructed portions.

(2) Depositing or placing in escrow a certified check, cash, or acceptable pledge, in the amount of one hundred twenty percent (120 %) ~~percent~~ of the construction cost as approved by the ~~City~~ Administrator.

(d) Any performance bond shall be ~~made from~~issued by a company licensed as a surety in the State of Florida, listed by the U.S. Treasury Department, and rated~~;~~ AAAA in Best's Insurance Guide. Upon acceptance of all improvements by the City, the performance and

payment bonds shall be released, and the subdivider shall furnish the city with a maintenance warranty bond as set forth in Section 34-216, "Ssite plan final acceptance".

(e) Deed restrictions. A full and complete copy of the all deed restrictions shall be a required exhibit to the final plat. Such restrictions must be approved by City Councilthe Administrator prior to recording of the plat. Said deed restrictions shall include a provision requiring the owners of property in the subdivision to notify and obtain the City's Administrator'sCouncil's approval of any and all changes, amendments, or alterations to the deed restrictions. Said deed restrictions shall provide an indexed mechanism to assess and/or fund any needed repairs or replacements of commonly held improvements.

SECTION 6: That Chapter 34, "Procedures", Article III, "Subdivisions", Division 6, "Procedure for Issuance of Building Permits Prior to Approval of Final Plat", Section 34-179, "Final plat" of the Code of Ordinances, of the City of Titusville is hereby amended to read as follows:

Sec. 34-179. Final plat.

(a) The final plat shall conform to the approved preliminary plat and shall meet the platting requirements of Florida Statutes Chapter 177, Florida Statutes, and the requirements of this section. In case of a large plat which may require two (2) or more sheets, the sheets are to be numbered, and the number of the sheets are to be indicated on the first sheet below the title. The final plat shall be prepared by a registered land surveyor and shall provide information as set forth in the Development Review Procedures Manual, Section 13.2.

(b) The Ffinal plat mustwill require meeting the requirements of Section 34-216, "Site plan final acceptance", preliminary plat and site plan final acceptance, prior to being scheduled for City Council review and approval by the Administrator.

(c) Where the required improvements have not been completed prior to the submission of the final plat, the approval of said plat shall be subject to the subdivider guaranteeing the installation of said improvements through one (1) of the following methods:

(1) Filing a performance bond, and labor and material payment bond executedby the developer or jointly by the developer and builder, in the amount of one hundred thirty percent (130 %) percent of the estimated construction cost, or other acceptable forms of security, as determined by the Administrator for any unconstructed portions.

(2) Depositing or placing in escrow a certified check, cash, or acceptable pledge, in the amount of one hundred thirty percent (130 %) percent of the construction cost as approved by the City.

(d) Any performance bond shall be made fromissued by a company licensed as a surety in the State of Florida, listed by the U.S. Treasury Department, and rated; AAAA in Best's Insurance Guide. Upon acceptance of all improvements by the City, the performance and payment bonds shall be released, and the subdivider shall furnish the City with a maintenance warranty bond as set forth in Section 34-216, site "Site plan final acceptance".

(e) Deed restrictions. A full and complete copy of allthe deed restrictions shall be a required exhibit to the final plat. Such restrictions must be approved by City Councilthe Administrator prior to recording of the plat. Said deed restrictions shall include a provision requiring the owners of property in the subdivision to notify and obtain the City Administrator's Council's approval of any and all changes, amendments, or alterations to the deed restrictions. Said deed restrictions shall provide an indexed mechanism to assess and/or fund any needed repairs or replacements of commonly held improvements.

SECTION 7: That Chapter 34, "Procedures", Article III, "Subdivisions", Division 6, "Procedure for Issuance of Building Permits Prior to Approval of Final Plat", Section 34-180, "Recording of final plat required", of the Code of Ordinances, ~~of the~~ City of Titusville is hereby amended to read as follows:

Sec. 34-180. Recording of final plat required.

(a) Small-scale plats and major subdivisions require a plat to be approved by the Administrator~~City Council and endorsed by the Mayor and the City of Titusville~~, as set forth herein.

(b) Evidence that the ~~The~~ final plat ~~shall be~~has been recorded by the Clerk of the Circuit Court of Brevard County ~~Clerk of Circuit Court~~ within ninety (90) days of approval of said plat by the ~~City~~ Administrator shall be provided to the Administrator~~Council~~. ~~After final plat approval by the City Council, the~~ The Administrator shall see that all requirements of Chapter 177, ~~of the~~ Florida Statutes, have been complied with~~,~~ before the plat is presented to the Clerk of the Circuit Court of Brevard County for recording. No plat of land within the corporate limits of the City shall be submitted to be recorded by the Clerk of the Circuit Court of~~in~~ Brevard County unless it shall have the approval of the ~~Council~~ City inscribed thereon or endorsed in conformity with Chapter 34, Article III, of these Land Development Regulations ~~of these [Subdivision] Regulations~~.

(c) ~~Use of plat.~~ The transfer of, sale of, or other use of a plat of a subdivision, or portion thereof, that has not been given final approval by the City ~~Council or the Administrator~~ as provided in Chapter 34, Article II, of these Land Development~~[Subdivision]~~ Regulations and recorded by the Clerk of the Circuit Court of Brevard County~~in the official records of Brevard County, Florida~~ is prohibited. The description by metes and bounds in the instrument of transfer or other document shall not exempt the transaction from this~~such~~ prohibition.

(d) The Administrator shall not issue a certificate of occupancy until all drainage, street, and utility improvements have been installed and accepted by the City. City Council approval of such easement~~(s)~~ is required for all drainage, street, and utility improvements that were not shown on the preliminary plat to be accepted for maintenance by the City.~~.~~

(e) Any plat of land recorded by the Clerk of the Circuit Court of Brevard County without said approval and endorsement shall not be considered valid by the City of Titusville for the purpose of creating legally buildable lots. The transfer of, sale of, or other use of a plat of a division or subdivision, or portion thereof, that has not been given final approval, endorsement, and recordation as provided in this section shall not exempt any such lot from the provisions of this section.

(f) Any division of land by metes and bounds description as the instrument of recording and/or transfer shall not exempt said lot or lots created from the requirements ~~set forth above~~of this section.

(g) No certificates of occupancy shall be issued by the Administrator until final plat approval, endorsement, and recordation, and the payment of all ~~all~~ fees required herein ~~have been paid~~. Proof of recordation shall be furnished to the Administrator prior to issuance of any certificate of occupancy.

SECTION 8: That Chapter 34, "Procedures", Article III, "Subdivisions", Division 7, "Improvements", Section 34-182, "Improvements required to be installed", of the Code of Ordinances, ~~of the~~ City of Titusville is hereby amended to read as follows:

Sec. 34-182. Improvements required to be installed.

Any subdivider electing to delay installation of ~~the~~ required improvements until after the plat is approved by the City ~~Council~~ as authorized by Chapter 34, Article III, ~~[~~Division 5~~]~~, Subdivision 2, ~~Preliminary s~~"Site P~~p~~lan", shall be required to install all of the required improvements within one (1) year from the date the final plat is approved. The Administrator, for good cause shown by the subdivider, may extend the time for installation of the public improvements for a period not to exceed six (6) months. When any subdivider requests an extension of time for installing the public improvements, the Administrator shall review the amount on deposit or the method of guaranteeing to determine whether the initial estimate and deposit is then sufficient to install the required improvements, and as a condition of any approval for extension of time, the Administrator may require an additional amount guaranteeing the installation of the improvements. A subdivider may delay installing sidewalks throughout the subdivision, except on lots obtaining a building permit, ~~until~~ for a period not to exceed two (2) years after final plat approval. A subdivider delaying installation of sidewalks shall post the necessary guarantee. At the end of the two-year period, all sidewalks not installed shall be installed by the subdivider.

SECTION 9: That Chapter 34, "Procedures", Article III, "Subdivisions", Division 9, "Plat Endorsement, Recording", Section 34-201, "Recording of final plat required", of the Code of Ordinances, ~~of the~~ City of Titusville is hereby amended to read as follows:

Sec. 34-201. Recording of final plat required.

(a) Small-scale plats ~~and major subdivisions~~ require ~~a plat to approved~~approval by the ~~City Council and endorsed by the Mayor and the City of Titusville~~Administrator, as set forth herein.

(b) Evidence that the~~The~~ final plat ~~shall be~~has been recorded by the Brevard County Clerk of the Circuit Court within ninety (90) days of approval of said plat by ~~City Council~~ the Administrator shall be provided to the Administrator. After final plat approval ~~by the City Council~~, the Administrator shall confirm~~see that~~ that all requirements of Chapter 177, ~~of the~~ Florida Statutes, have been complied with~~,~~ before the plat is presented to the Clerk of the Circuit Court of Brevard County for recording. No plat of land within the corporate limits of the City shall be submitted to be recorded by the Clerk of the Circuit Court of Brevard County unless it shall have the approval of the City ~~Council~~ inscribed thereon or endorsed in conformity with Chapter 34, Article III of these ~~[Subdivision]~~Land Development Regulations.

(c) ~~Use of plat.~~ The transfer of, sale of, agreement to sell, or negotiation to sell land by reference to or exhibition of, or other use of a plat of a subdivision, or portion thereof, that has not been given final approval by the ~~City Council or the~~ Administrator as provided in Article II of these ~~[Subdivision]~~Land Development Regulations and recorded ~~in the official records of~~by the Clerk of the Circuit Court of Brevard County, ~~Florida~~ is prohibited. The description by metes and bounds in the instrument of transfer or other document shall not exempt the transaction from such prohibition.

(d) The Administrator shall not issue a certificate of occupancy until all drainage, street, and utility improvements have been installed and accepted by the City. City Council approval of such easement~~(s)~~ is required for all drainage, street, and utility improvements that were not shown on the preliminary plat to be accepted for maintenance by the City.

(e) Any plat of land recorded by the Clerk of the Circuit Court of Brevard County without said approval and endorsement shall not be considered valid by the City of Titusville for the purpose of creating legally buildable lots. The transfer of, sale of, or other use of a plat of a

division or subdivision, or portion thereof, that has not been given final approval, endorsement, and recordation as provided in this section shall not exempt any such lot from the provisions of this section.

(f) Any division of land by metes and bounds description as the instrument of recording and/or transfer shall not exempt said lot or lots created from the requirements set forth above.

(g) No certificates of occupancy shall be issued by the Administrator until final plat approval, endorsement and recordation, and payment of ~~and~~ all fees required herein ~~have been paid~~. Proof of recordation shall be furnished to the Administrator prior to the issuance of any certificate~~s~~ of occupancy.

SECTION 10: That Development Review Procedures Technical Manual, Section 13, "Final Plat", of the Code of Ordinances, ~~of the~~ City of Titusville is hereby amended to read as follows:

13. FINAL PLAT.

This section includes submittal requirements and required exhibits for Final Plats.

13.1. *Final Plat Required Submittals.*

The following information/exhibits shall be included with the submittal of a Final Plat:

13.1.1. ~~A letter requesting City Council review and approval of the Final Plat.~~ If phased, a Phasing Plan showing the sequence and timing of subdivision phases shall be provided.

13.1.2. An original mylar print and five (5) black or blue line prints of the Final Plat, or portion thereof, showing data specified in this Section.

13.1.3. One (1) electronic copy of the proposed subdivision plat in a format to be specified by the City.

13.1.4. A title opinion ~~with all encumbrances,~~ from an attorney showing the status of title to the land encompassed by the Plat and all liens, encumbrances, or~~and~~ title defects, if any.

13.1.5. Payment~~id~~ receipts from the City and County indicating taxes have been paid in full.

13.1.6. All ~~D~~dedications of ~~all~~ rights-of-way, easements, and other public lands shown on the Final Plat, by all persons having any interest in the lands, either by indication on the Plat or by separate joinder to be filed along with said Plat.

13.1.7. The Final Plat shall be properly signed and executed by the subdivider and his agents as required for recording.

13.2. *Final Plat Required Exhibits.*

The following information/exhibits shall be included on the documentation of the Final Plat:

13.2.1. Title, date, name, and vicinity map showing the location of the subdivision and graphic scale.

13.2.2. Dedication by the owner and completion of certificate of surveyor.

13.2.3. The rights-of-way and names of all streets and roads.

13.2.4. Lot lines, and lot and block numbers.

13.2.5. Location and width of canals and waterways.

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13.2.6. Reservations, easements, alleys, and any areas to be dedicated to public uses or sites for other than residential use with notes stating their purpose and any limitations.

13.2.7. Sufficient data to determine the location, bearing and length of every street line, lot line, boundary line and block line, whether curved or straight.

13.2.8. The radius, central angle, point of tangent, tangent distance, and arcs and chords of all curved streets and curved property lines.

13.2.9. An accurate legal description of the subdivision boundaries with bearings, distances, and tie point.

13.2.10. Accurate location and descriptions of all monumentation and markers.

13.2.11. The names and locations of adjoining parcels, subdivisions, and streets.

13.2.12. All dimensions shall be to the nearest one hundredth (1/100) of a foot and angles to the nearest second.

13.2.13. In the case of residential subdivisions in the Area of Critical Concern, the total amount of maximum impervious surface for each lot will be noted individually on the final plat.

SECTION 11. SEVERABILITY. If any provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 12. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 13. INCORPORATION INTO THE CODE. This Oordinance shall be incorporated into the City of Titusville Code of Ordinances and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing: Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Oordinance and the Code may be made.

SECTION 14. EFFECTIVE DATE. This Ordinance shall become in full force and effect upon adoption by the City Council in accordance with the Charter of the City of Titusville, Florida.

PASSED AND ADOPTED**, this ___th day of _____, 2026.**

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

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City of Titusville, Florida
Business Impact Estimate

This form should be included in the City Council agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Titusville website by the time notice of the proposed ordinance is published, excluding the exceptions provided in 166.041(4), Florida Statutes.

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES TO CREATE PROCEDURES FOR THE ADMINISTRATIVE APPROVAL OF FINAL PLATS, AMENDING SECTIONS 31-31, "POWERS AND DUTIES", 34-8 "PUBLIC HEARING APPROVALS REQUIRED", 34-151, "PROCEDURE", 34-172, "PROCEDURE", 34-173, "REQUIRED EXHIBITS", 34-179, "FINAL PLAT", 34-180, "RECORDING OF FINAL PLAT REQUIRED", 34-182, "IMPROVEMENTS REQUIRED TO BE INSTALLED", 34-201 "RECORDING OF FINAL PLAT REQUIRED", AND DEVELOPMENT REVIEW PROCEDURES TECHNICAL MANUAL, SECTION 13 "FINAL PLAT"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with Section 166.041(4*), Florida Statutes*. If one or more boxes are checked below, this means the City of Titusville is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the county;
c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
e. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Titusville hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
The ordinance will bring the City's plat procedures into compliance with Chapter 2025-164, Laws of Florida.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Titusville, if any:
Plats will not incur the cost of public hearings.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
Any property owner utilizing the plat process.

4. Additional information the governing body deems useful (if any):

Ad#12600341 09/24/2026

CITY OF TITUSVILLE
NOTICE OF PROPOSED ENACTMENT OF TITUSVILLE CITY ORDINANCE AND PUBLIC HEARING WITH RESPECT THERETO

PLEASE TAKE NOTICE that the City Council of the City of Titusville will hold a public hearing on **Tuesday, October 13, 2026,** at a meeting **commencing at 6:30 p.m.,** at Titusville City Hall, second floor, Council Chamber, 555 South Washington Avenue, Titusville, Florida 32796, to hear interested persons with regard to the following proposed ordinance:

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES TO CREATE PROCEDURES FOR THE ADMINISTRATIVE APPROVAL OF FINAL PLATS, AMENDING SECTIONS 31-31, "POWERS AND DUTIES", 34-8 "PUBLIC HEARING APPROVALS REQUIRED", 34-151, "PROCEDURE", 34-172, "PROCEDURE", 34-173, "REQUIRED EXHIBITS", 34-179, "FINAL PLAT", 34-180, "RECORDING OF FINAL PLAT REQUIRED", 34-182, "IMPROVEMENTS REQUIRED TO BE INSTALLED", 34-201 "RECORDING OF FINAL PLAT REQUIRED", AND DEVELOPMENT REVIEW PROCEDURES TECHNICAL MANUAL, SECTION 13 "FINAL PLAT"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

The proposed ordinance may be inspected in the City Clerk's Office during normal business hours, Monday through Friday (excluding holidays and weekends). All interested parties are hereby advised that they may appear at said meeting and public hearing and be heard with respect to the proposed ordinance.

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

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

Wanda F. Wells, MMC, City Clerk,
City of Titusville
555 South Washington Avenue,
Post Office Box 2806,
Titusville, Florida 32781-2806
Phone 321-567-3686 and
Fax 321-383-5704

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Comprehensive Plan Map Amendment (CPA) No. 1-2026, Comprehensive Plan Text Amendment (CPA) No. 2-2026 & Planned Industrial Development (PID) Rezoning with Master Plan – Space Coast Innovation Park Phase 3 - Adoption Hearing**

Department/Office: Planning

Recommended Action:

Conduct the second reading and the public hearings of the ordinances for the Comprehensive Plan Map Amendment (CPA) No. 1-2026, Comprehensive Plan Text Amendment (CPA) No. 2-2026 and Planned Industrial Development (PID) Rezoning with Master Plan and provide a recommendation to City Council:

Ordinance No. 33-2026, an ordinance of the City of Titusville, Florida, amending the Code of Ordinances by amending Ordinance No. 60-1988, which adopted the Comprehensive Plan of the City of Titusville, by adopting Comprehensive Plan Amendment 2-2026 and amending the Future Land Use Element of the Comprehensive Plan by changing Policy 1.8.14 to add the maximum intensity thresholds for the Space Coast Innovation Phase 3 Development on +/-353.55 acres of property having Brevard County Parcel ID Nos. 23-35-04-00-7 and 23-35-03-Bb-*-225; providing for severability, repeal of conflicting ordinances, and an effective date. (This ordinance is a legislative item.)

Ordinance No. 34-2026, an ordinance of the City of Titusville, Florida, amending the Code of Ordinances by amending Ordinance No. 60-1988, which adopted the Comprehensive Plan of the City of Titusville, by amending the future land use designation on property located South of Shepard Drive, east of S.R. 407, and west of Grissom Parkway from the Industrial, Low Density Residential, Conservation, Commercial High Intensity, and Planned Industrial Park future land use designations to the Planned Industrial Park future land use designation on +/-353.55 acres of property having Brevard County Parcel ID Nos. 23-35-04-00-7 and 23-35-03-Bb-*-225; providing for severability, repeal of conflicting ordinances, and an effective date. (This ordinance is a legislative item.)

Ordinance No. 35-2026, an ordinance amending Ordinance No. 5-1993 of the City of

Titusville, Florida, by amending the zoning map referenced therein by changing the zoning classification on property located south of Shepard Drive, east of S.R. 407, and west of Grissom Parkway from Industrial (M-2), Single-Family Medium Density (R-1B), Open Space and Recreation (OR), Community Commercial (CC), and Planned Industrial Development (PID) zoning to Planned Industrial Development (PID) zoning with Master Plan on +/-353.55 acres of property having Brevard County Parcel ID Nos. 23-35-04-00-7 and 23-35-03-Bb-*-225; providing for severability, repeal of conflicting ordinances, and an effective date. (This ordinance is a quasi-judicial item.)

On September 6, 2026, the Planning and Zoning Commission (P&Z), acting as the Local Planning Agency, recommended approval of the Comprehensive Plan Future Land Use Map Amendment (CPA 1-2026) and Comprehensive Plan Text Amendment (CPA 2-2026) as they are consistent with the City's Comprehensive Plan. Approved 6-1. One member voted no because he has concerns about flooding.

The P&Z made a motion to recommend approval of the rezoning as it is consistent with the proposed land use amendments, the City's Comprehensive Plan, and the Land Development Regulations, including PID and rezoning criteria described in Section 34-40 of the Code. The following five (5) conditions are recommended: (1) Sidewalks shall be installed with each phase as site plans are submitted. [Sec.33-23(e)]; (2) Concurrency for transportation, utilities, solid waste, et cetera will be evaluated with each phase and site plan as they are submitted; (3) The Titusville-Cocoa Airport Authority retain ownership, control of maintenance and administer of all common open space as specified in Chapter 30, Article I, Division 3, Section 30-5(a)(2)c of the Land Development Regulations; (4) Any future commerce components shall remain ancillary to the primary industrial use and may comprise up to 25% of the development within each phase; and (5) The wetland mitigation would be in the City of Titusville for 15.59 acres with the functional value of 11.44. Approved 6-1 with one member voting no due to safety concerns.

The P&Z made a motion to recommend approval of the master plan as it is consistent with the proposed land use amendments, the City's Comprehensive Plan, Land Development Regulations, and Master Plan requirements described in Chapter 33, Article II, Section 33-23 of the code. The following five (5) conditions are recommended: (1) Sidewalks shall be installed with each phase as site plans are submitted. [Sec.33-23(e)]; (2) Concurrency for transportation, utilities, solid waste, et cetera will be evaluated with each phase and site plan as they are submitted; (3) The Titusville-Cocoa Airport Authority retain ownership, control of maintenance and administer of all common open space as specified in Chapter 30, Article I, Division 3, Section 30-5(a)(2)c of the Land Development Regulations; (4) Any future commerce components shall remain ancillary to the primary industrial use and may comprise up to 25% of the development within each phase; and (5) The wetland mitigation would be in the City of Titusville for 15.59 acres with the functional value of 11.44. Approved 7-0.

Summary Explanation & Background:

As an additional condition of the approval, the applicant proposes to address the required wetland mitigation onsite through a conservation easement as shown on the master plan within this application that shows a net gain of functional units according to the UMAM scoring included within this application.

The applicant also proposes to provide an additional conservation easement over wetlands on an off-site parcel located within the City of Titusville that is a minimum of 15.59 acres in size. If the conservation easement provided is larger than the 15.59 acres described above, the Airport reserves the right for the additional area to be used for future wetland impact projects. The conservation easement will be provided to the City of Titusville at the time of Site Plan Approval.

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 also requesting a Comprehensive Plan Text Amendment to Future Land Use Element Policy 1.8.14 to establish the maximum intensity threshold of the development.

The staff recommends the following conditions be adopted with the master plan.

1. Sidewalks shall be installed with each phase as site plans are submitted. [Sec.33-23(e)]
2. Concurrency for transportation, utilities, solid waste, et cetera. will be evaluated with each phase and site plan as they are submitted.
3. The Titusville-Cocoa Airport Authority retain ownership, control of maintenance and administer all common open space as specified in Chapter 30, Article I, Division 3, Section 30-5(a)(2)c of the Land Development Regulations.
4. Any future commerce components shall remain ancillary to the primary industrial

use and may comprise up to 25% of the development within each phase.

Transmittal hearings were conducted in July 2026 and were forwarded to the State Land Planning Agency (Florida Commerce) for review. The State had no objection to or comment on the proposed amendments.

Alternatives:

1. Adopt the ordinances as written with conditions.
2. Adopt the ordinances with changes.
3. Do not adopt the ordinances.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Staff Report
2. Florida Commerce No Comment Letter - Amendment No. 26-02ESR
3. Future Land Use Map Ordinance - CPA 1-2026
4. Rezoning Ordinance - CPA 1-2026
5. Future Land Use Element Text Ordinance - CPA 2-2026
6. Comprehensive Plan Amendment Application
7. Rezoning Application
8. Owner Authorization
9. Amended Application - Email
10. Warranty Deed
11. Legal Description
12. Certified Survey
13. Future Land Use and Rezoning Exhibit
14. Revised Master Plan with Proposed Condition -Email Correspondence 10-2-2026
15. Master Plan Revised 10-2-2026
16. Revised Master Plan - Email Correspondence 9-15-26
17. Master Plan Revised 9-15-26
18. Master Plan

19. Open Space Exhibit - Revised 10-2-2026
20. Open Space Exhibit
21. Phasing Plan
22. Stormwater Management Plan
23. Wetland Map
24. Wetland Impacts Exhibit
25. Wetland Mitigation Strategy
26. Preliminary Concurrency Assessment
27. SCIP - Phase 3 Water Sewer Demand Calcs
28. Traffic Memo
29. City Traffic Count Assessment Map
30. Maps
31. Business Impact Estimate - CPA 2-2026_Innovation Park_Text Amendment_FLUE -Text 8-27-2026
32. Business Impact Estimate - CPA 1-2026_Innovation Park_Future Land Use- Map 8-27-2026
33. Business Impact Estimate - CPA 1-2026 Rezoning_8-27-2026
34. Combo Legal Ad - Adoption of CPA 2-2026 and CPA 1-2026__Ad 9-8-2026

City of Titusville

Planning Department Staff Report

Adoption Hearings

Comprehensive Plan Text Amendment, Comprehensive Plan Map Amendment & 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	September 16, 2026
City Council First Reading	September 22, 2026
City Council Public Hearing	October 13, 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:

1. Amend the Comprehensive Plan Future Land Use Map by changing the Industrial, Low Density Residential, Conservation, Commercial High Intensity, and Planned Industrial Park future land use designations to Planned Industrial Park. (CPA 1-2026, Map)
2. Amend Comprehensive Plan Future Land Use Element Policy 1.8.14 (CPA 2-2026, Text)

3. 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.

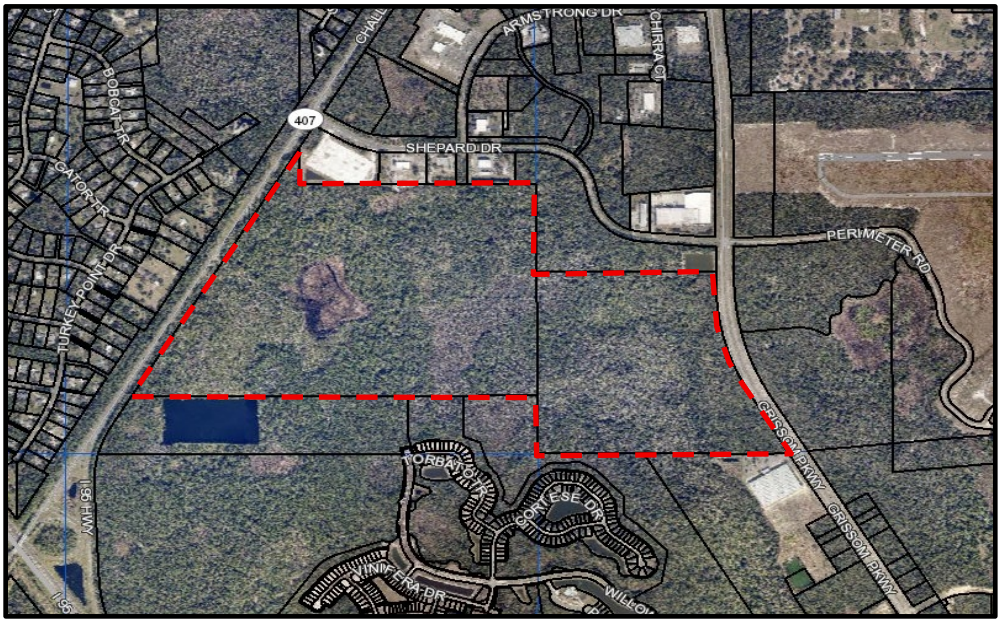
BACKGROUND INFORMATION

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 a 148.06-acre conservation easement which includes +/-120.78 acres of wetlands.

Transmittal hearings were conducted in July 2026, and the State's Land Planning Agency (Florida Commerce) reviewed the amendments for compliance with statutes. **The State had no objection or comment on the 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**.**

<u>Staff Comment:</u> 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.

<u>Staff Comment:</u> 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 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

[1] Florida Administrative Code Chapter 62-345; The Mitigation Banking Group, Inc https://mitigationbankinginc.com/umam-and-wrap-scoring-guidance/;

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 1.16.4: 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.

Staff Comment: Any unavoidable impacts to wetlands shall be mitigated in accordance with the City's Stormwater Management Technical Manual, as applicable. The allowable impacts shall be based upon site-specific evaluations conducted through the permitting process by the St. Johns River Water Management District, the U.S. Army Corps of Engineers, and any other regulatory agencies with jurisdiction.

[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.

REZONING REVIEW

Zoning Review Criteria

Section 34-40 of the LDR lists the review criteria under which the Planning and Zoning Commission and the City Council review applications as they relate to **zoning**.

The following are staff's findings.

1. ***Comprehensive Plan Consistency Statement.*** *The proposed rezoning to the Planned Industrial Development (PID) zoning district is consistent with the proposed Planned Unit Development land use designation.*

   1.1. Public facilities are available and concurrent with the land use change per the Comprehensive Plan and Concurrency provisions of the Land Development Regulations.

   Staff Comment: The property is within the City's urban service area. Public facilities are available to serve the site. 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. Reclaimed water service is available along Grissom Parkway. The plan illustrates a phased development in which the full build out of the planned industrial development 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.

   Transportation impact.

   Staff Comment: 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.

   Solid Waste.

   Staff Comment: Solid waste services are available to serve industrial development at the subject property. Solid waste will be evaluated with each phase and site plan as they are submitted.

   1.2. Public streets are adequate to access the property.

   Staff Comment: The subject property has frontages along an arterial roadway S.R.405 (South Street), a collector roadway (South Singleton Avenue) and two local roads (Poinsettia Avenue and Highland Terrace).

1.3. The land will support the proposed development.

Staff Comment: The property appears able to support the proposed Planned Industrial Park development. The property is located within Flood Zone X (area of minimal flood hazard). The development includes +/-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 a 148.06-acre conservation easement which includes +/-120.78 acres of wetlands. A soils map is included in the agenda item for this request. The property is not within the Area of Critical Concern.

1.4. Environmental impact.

Staff Comment: The +/-353.55-acre master plan is proposing a +/-148.06-acre conservation easement preserving +/-120.78 acres of wetlands and +/-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, impacts to wetlands from the proposed development will be addressed and offset. The allowable wetland impacts shall be based upon site-specific evaluations conducted through the permitting process by the St. Johns River Water Management District, the U.S. Army Corps of Engineers, and any other regulatory agencies with jurisdiction.

2. **The existing zoning,** if deemed consistent with the Comprehensive Plan, shall be presumed correct unless substantial change in the area has occurred since the original zoning.

Staff Comment: The existing 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. 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.

3. The density or intensity of the proposed rezoning and use shall be consistent with:

3.1. The development in the area.

Staff Comment: The area's existing development pattern is predominantly 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. The Planned Industrial Park land use designation has maximum intensity of 1.5 FAR. The project intends to limit the maximum intensity from 1.5 FAR to 0.23 FAR and will be used to determine concurrency and impacts of the project.

3.2. Not likely to cause a depreciation of property values in the area.

Staff Comment: The rezoning is unlikely to cause a depreciation of property values in the area. Industrial uses are compatible with the adjacent land uses proximity to the Space Coast Regional Airport further enhances its suitability for industrial development.

4. The application is consistent with zoning in the area.

Staff Comment: The predominant zoning in the area is Planned Industrial Development (PID), Industrial (M-2) and Public (P). The adjacent Public (P) zoning is associated with airport operations and aviation-related uses. The character of the area is primarily industrial in nature. The requested Planned Industrial Development (PID) zoning is consistent with the surrounding area.

5. The application will protect the public health, safety, morals or welfare of the general public.

Staff Comment: 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. 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.

6. Whether the applicant has sufficiently protected adjacent land uses and zoning districts by adequate buffering and screening.

Staff Comment: 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 adjacent to a major roadway or to land uses that are not industrial. The residential subdivision to the south, which is currently under development, is required to provide a minimum 20-foot-wide landscape buffer yard. Together, these required buffers will create a minimum 70-foot-wide landscaped separation between the proposed industrial development and the adjacent residential neighborhood. To further minimize visual impacts, all mechanical, electrical, and utility equipment must either be screened from public view with materials that match the building's exterior or be located so they are not visible from public streets or neighboring properties.

7. Substantial reasons why the property cannot be used in the existing zoning district.

Staff Comment: The Single-Family Residential (R-1B), Open Space and Recreation (OR), Community Commercial (CC), and Industrial (M-2) zoning districts were established on the property in 2002 under Ordinance 26-2002. In 2010, the property was rezoned to Planned Industrial Development (PID) under Ordinance 29-2010, which proposed a technology development and public demonstration facility; however, the project was never developed. The property has remained vacant since that time, potentially due to the fragmented configuration of multiple zoning districts or a lack of market demand for the previously proposed uses in the area.

The Master Plan proposes a unified ±353.55-acre Planned Industrial Park, including a ±148.06-acre conservation easement that preserves approximately ±120.78 acres of wetlands. Consolidating the existing fragmented zoning districts into a unified Planned Industrial Development would improve site readiness by establishing a more cohesive and predictable framework for future development while preserving significant environmental resources.

PLANNED INDUSTRIAL DEVELOPMENT (PID) REVIEW CRITERIA

The Planned Industrial Development (PID) district was created to provide for areas of large scale, high technology and other clean light industry in an attractive parklike atmosphere. It is further intended that this district be utilized to promote industrial activity, more efficient and economical industrial land use, harmony in physical design and industrial relationships, variety and amenity in industrial development and the protection of adjacent and nearby existing and future nonindustrial uses and activities. Planned Industrial Development districts will encourage originality, flexibility and innovation in site planning and development including architecture, landscaping, and graphic design. This district is intended to develop within those areas identified as Planned Industrial Park on the Comprehensive Plan Future Land Use Map. [Sec. 33-21].

Sections 33-23 of the Land Development Regulations list the review criteria under which the Planning and Zoning Commission and the City Council review applications as they relate to Planned Industrial Development (PID) applications.

The following are staff's findings.

1. Greenbelt. Within a Planned Industrial Development, a greenbelt shall be designated on the Master Plan. [Sec. 33-23(a)]

Staff Comment: 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 master plan illustrates a 50-foot-wide greenbelt provided along both S.R. 407(a 300-foot right of way) and Grissom Parkway (a 200-foot right of way). The remaining perimeter is required to provide a minimum 25-foot greenbelt. A 50-foot greenbelt landscape buffer will be installed along the southern property line, and a 35-

foot greenbelt landscape buffer will be provided along the northern property line.

2. Lots. Each lot shall front on a public right-of-way or private street within the PID. [Sec. 33-23(b)]

   Staff Comment: The master plan illustrates a phased development, and all proposed lots will be required to front a public right-of-way or private street. Every subdivision of land within the City shall meet the requirements contained within the Land Development Regulations, Chapter 34, Article III, Subdivisions.

3. Common open space. A minimum of twenty (20) percent of the total site area, exclusive of rights-of-way, shall be set aside as common open space and dedicated for public use or held in common by the owners of the industrial park, subject to maintenance provisions in deed restrictions approved by the City Council. [Sec. 33-23(c)]

   Staff Comment: The Master Plan designates approximately +/-97.62 acres (27.6%) as open space, consisting of greenbelts, landscape buffers, and wetlands in which regulatory wetlands may be credited for up to a fifty (50) percent credit to the required common open space at a 2:1 ratio. In addition, the Master Plan includes a proposed +/-148.06-acre conservation easement preserving approximately +/-120.78 acres of wetlands. The proposed conservation easement equals approximately 41% of the total site area.

4. All parks and open space shall be preserved for its intended purpose as expressed in the Master Plan. The developer shall choose a method of administering open space as specified in Chapter 30, Development Standards, Article I, General Provisions, Division 3, Operations and Maintenance. [Sec. 33-23(d)]

   Staff Comment: The Titusville-Cocoa Airport Authority will retain ownership of the property and lease the property to prospective tenants. The Titusville-Cocoa Airport Authority will be responsible for the control and maintenance of the proposed open space in accordance with Chapter 30, Development Standards, Article I, General Provisions, Division 3, Operations and Maintenance.

5. Sidewalk and bicycle lanes. Five-foot sidewalks and five-foot bike lanes shall be required on both sides of all streets within the Planned [Industrial] Development. In lieu of sidewalks and bike lanes, the developer may propose a pedestrian/bicycle path. [Sec. 33-23(e)]

   Staff Comment: Sidewalk and bicycle lanes are not illustrated on the proposed master plan. Five-foot sidewalks and five-foot bike lanes will be required on both sides of all streets within the development, unless a pedestrian/bicycle path is proposed.

6. Commerce component. The developer may, as part of the Master Development Plan, designate and provide specific areas of the development as commercial, office, educational institution and service uses within a park like setting provided that these

commerce areas do not exceed twenty-five (25) percent of the total area of the PID development. [Sec. 33-23(f)]

Staff Comment: The master plan identifies five industrial areas encompassing approximately 206.11 acres, with a maximum gross floor area of approximately 3,542,146 square feet. Commerce components are not currently proposed or depicted on the master plan. Any future commerce components shall remain ancillary to the primary industrial use and may comprise up to 25% of the development within each phase.

A minor modification to the master plan may be required if a commerce component is proposed in the future. Pursuant to Section 6.3.1 of the Development Review Procedures Manual, a change from one permitted use to another permitted use constitutes a minor modification and may be approved by the Administrator.

MASTER PLAN REVIEW CRITERIA

a. **Master Plan required.** A Master Plan is a land-use plan focused on one or more sites within an area that identifies site access and general improvements and is intended to guide growth and development over a number of years or in several phases. A Master Plan is required with a PID rezoning. [Sections 34-51 and 34-52(c)].

Staff Comment: The site plan will be in general conformance with the layout illustrated in the master plan. Substantial modifications require a recommendation from the Planning and Zoning Commission and approval from the City Council [Sec. 6.3.2].

b. **Conceptual Plat.** A conceptual plat may be submitted with a Master Plan and approved as part of the rezoning. All information required to review and approve a Master Plan shall be submitted per Chapter 34, Procedures, Article III, Subdivisions, Division 4, Plat, Subdivision 1, Preliminary Plat, of the Land Development Regulations. The Master Plan procedures shall not preclude the need for a recorded plat or approved site plan prior to the first lot conveyance or certificate of occupancy. [Sections 34-60 and 34-151]

Staff Comment: A conceptual plat was not provided as part of the application. Every subdivision of land within the City shall meet the requirements contained within the Land Development Regulations, Chapter 34, Article III, Subdivisions.

c. **Unified control.** All land included in a Master Plan shall be under the legal control of the applicant, whether the applicant is an individual, partnership, corporation or group of individuals. [Sec 34-54]

Staff Comment: The property is under single ownership by the Titusville-Cocoa Airport Authority.

d. **Concurrency.** Concurrency for potable water, sewer, stormwater and solid waste are required by the State. Concurrency for transportation, parks and schools are required by the City's comprehensive plan. [Sec 34-55]

Staff Comment: The land use amendment demonstrates a reduction in the potential built-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 for transportation, utilities, solid waste, et cetera. will be evaluated with each phase and site plan as they are submitted. 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. According to the applicant, a surface water management system is proposed and will 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.

COMMUNITY ENGAGEMENT MEETING [LDR Section 34-13.]

Staff Comment: The required community engagement meeting was conducted on June 24, 2026.

FINDINGS:

Comprehensive Plan Amendment

The comprehensive plan future land use map amendment (CPA 1-2026) and comprehensive plan text amendment (CPA 2-2026) are consistent with the City's comprehensive plan.

Rezoning

The rezoning is consistent with the proposed land use amendments, City's Comprehensive Plan, and the Land Development Regulations, including PID and rezoning criteria described in Section 34-40 of the Code.

Master Plan

The master plan is consistent with the proposed land use amendments, City's Comprehensive Plan, Land Development Regulations, and Master Plan requirements described in Chapter 33, Article II, Section 33-23 of the code.

RECOMMENDATION:

- Amend the Comprehensive Plan Future Land Use Map by changing the Industrial, Low Density Residential, Conservation, Commercial High Intensity, and Planned

Industrial Park future land use designations to Planned Industrial Park. (CPA 1-2026, Map)

- Amend Comprehensive Plan Future Land Use Element Policy 1.8.14 (CPA 2-2026, Text)
- 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) and Master Plan with the following conditions:

1. Sidewalks shall be installed with each phase as site plans are submitted. [Sec.33-23(e)]
2. Concurrency for transportation, utilities, solid waste, et cetera. will be evaluated with each phase and site plan as they are submitted.
3. The Titusville-Cocoa Airport Authority retain ownership, control of maintenance and administer of all common open space as specified in Chapter 30, Article I, Division 3, Section 30-5(a)(2)c of the Land Development Regulations.
4. Any future commerce components shall remain ancillary to the primary industrial use and may comprise up to 25% of the development within each phase.

August 17, 2026

The Honorable Andrew Connors
Mayor, City of Titusville
P.O. Box 2806
555 S Washington Avenue
Titusville, Florida 32796

Dear Mayor Connors,

FloridaCommerce has reviewed the proposed comprehensive plan amendment for the City of Titusville (Amendment No. 26-02ESR) received on July 16, 2026. The review was completed under the expedited state review process. FloridaCommerce has no comment on the proposed amendment.

The local government should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, FloridaCommerce has enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the local government is reminded that:

- Section 163.3184(3)(b), Florida Statutes (F.S.), authorizes other reviewing agencies to provide comments directly to the local government. **If the local government receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption**.

- The local government shall hold a second public hearing, which shall be a hearing on whether to adopt the comprehensive plan amendment. **If the local government fails, within 180 days after receipt of agency comments, to hold the second public hearing, the amendment is deemed withdrawn** unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment pursuant to section 163.3184(3)(c)1., F.S**. If the amendment is not adopted at the second public hearing, the amendment shall be formally adopted by the local government within 180 days** after the second public hearing is held **or the amendment is deemed withdrawn.**

- **The adopted amendment must be transmitted to FloridaCommerce within 30 working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under section 163.3184(3)(c)2. and 4., F.S., **the amendment effective date** is 31 days after FloridaCommerce notifies the local government that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

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If you have any questions concerning this review, please contact Jon Coulter, Planning Analyst, by telephone at (850) 717-8421 or by email via Jon.Coulter@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /jc

Enclosure(s): Procedures for Adoption

cc: Brad Parrish, AICP, Community Development Director, City of Titusville
John Patterson, AICP, East Central Florida Regional Planning Council

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SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

ORDINANCE NO. XX-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING ORDINANCE NO. 60-1988, WHICH ADOPTED THE COMPREHENSIVE PLAN OF THE CITY OF TITUSVILLE, BY AMENDING THE FUTURE LAND USE DESIGNATION ON PROPERTY LOCATED SOUTH OF SHEPARD DRIVE, EAST OF S.R. 407, AND WEST OF GRISSOM PARKWAY FROM THE INDUSTRIAL, LOW DENSITY RESIDENTIAL, CONSERVATION, COMMERCIAL HIGH INTENSITY, AND PLANNED INDUSTRIAL PARK FUTURE LAND USE DESIGNATIONS TO THE PLANNED INDUSTRIAL PARK FUTURE LAND USE DESIGNATION ON +/-353.55 ACRES OF PROPERTY HAVING BREVARD COUNTY PARCEL ID NOS. 23-35-04-00-7 AND 23-35-03-BB-*-225; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE.

WHEREAS, the City of Titusville, pursuant to Chapter 163, Florida Statutes, desires to amend its Comprehensive Plan adopted by Ordinance No. 60-1988; and

WHEREAS, a first and second public hearing have been held on the Comprehensive Plan amendment before the Local Planning Agency and the local governing body; and

WHEREAS, the City of Titusville finds that said Comprehensive Plan Amendment has been processed in accordance with the applicable law and desires to amend the Comprehensive Plan.

BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA:

SECTION 1. RECITALS. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2. The City of Titusville's Comprehensive Plan is hereby amended by adopting Comprehensive Plan Amendment (CPA) No. 1-2026 which amends the City of Titusville's Future Land Use Map by changing the land use designation on property located south of Shepard Drive, east of S.R. 407, and west of Grissom Parkway from the Industrial, Low Density Residential, Conservation, Commercial High Intensity, and Planned Industrial Park future land use designations to the Planned Industrial Park future land use designation on +/-353.55 acres of property having Brevard County Parcel ID Nos. 23-35-04-00-7 and 23-35-03-Bb-*-225; as described in Exhibit A.

SECTION 3. SEVERABILITY. If any provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect 31 days after adoption pursuant to Section 163.3187(5)(c), Florida Statutes.

PASSED AND ADOPTED this ___ day of _____ 2026.

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

Exhibit A

LEGAL DESCRIPTION:

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.

ORDINANCE NO. XX-2026

AN ORDINANCE AMENDING ORDINANCE NO. 5-1993 OF THE CITY OF TITUSVILLE, FLORIDA, BY AMENDING THE ZONING MAP REFERENCED THEREIN BY CHANGING THE ZONING CLASSIFICATION ON PROPERTY LOCATED SOUTH OF SHEPARD DRIVE, EAST OF S.R. 407, AND WEST OF GRISSOM PARKWAY FROM INDUSTRIAL (M-2), SINGLE-FAMILY MEDIUM DENSITY (R-1B), OPEN SPACE AND RECREATION (OR), COMMUNITY COMMERCIAL (CC), AND PLANNED INDUSTRIAL DEVELOPMENT (PID) ZONING TO PLANNED INDUSTRIAL DEVELOPMENT (PID) ZONING WITH MASTER PLAN ON +/-353.55 ACRES OF PROPERTY HAVING BREVARD COUNTY PARCEL ID NOS. 23-35-04-00-7 AND 23-35-03-BB-*-225; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE.

WHEREAS, the City of Titusville received an application for a rezoning from certain property owners; and

WHEREAS, a first and second public hearing have been held on the rezoning before the Local Planning Agency and the local governing body, and after considering findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, the City Council of the City of Titusville hereby finds the requested change consistent with the Comprehensive Plan and that sufficient competent and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City of Titusville finds that said rezoning has been processed in accordance with applicable law and desires to amend its Zoning Map to change the zoning designation on said property; and

WHEREAS, the City Council of the City of Titusville desires to amend its Zoning Map.

BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA:

SECTION 1. RECITALS. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2. Ordinance No. 5-1993 is hereby amended by amending the Zoning Map of the City of Titusville, referenced therein, by designating the following property described in Exhibit A, presently zoned Industrial (M-2), Single-Family Medium Density (R-1B), Open Space and Recreation (OR), Community Commercial (CC), and Planned Industrial Development (PID) as Planned Industrial Development (PID) with Master Plan, as approved by City Council.

SECTION 3. This Ordinance shall take effect simultaneously with the effective date of Comprehensive Plan Amendment (CPA) No. 1-2026 contained in Ordinance XX-2026.

SECTION 4. SEVERABILITY. If any provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. INCORPORATION INTO CODE. This Ordinance shall be incorporated into the City of Titusville Code of Ordinances, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance or the Code may be made.

PASSED AND ADOPTED this _____ day of _____ 2026.

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

Exhibit A

LEGAL DESCRIPTION:

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,

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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;

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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;

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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;

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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:

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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.

ORDINANCE NO. XX-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING ORDINANCE NO. 60-1988, WHICH ADOPTED THE COMPREHENSIVE PLAN OF THE CITY OF TITUSVILLE, BY ADOPTING COMPREHENSIVE PLAN AMENDMENT 2-2026 AND AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN BY CHANGING POLICY 1.8.14 TO ADD THE MAXIMUM INTENSITY THRESHOLDS FOR THE SPACE COAST INNOVATION PHASE 3 DEVELOPMENT ON +/-353.55 ACRES OF PROPERTY HAVING BREVARD COUNTY PARCEL ID NOS. 23-35-04-00-7 AND 23-35-03-BB-*-225; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE.

WHEREAS, the City of Titusville, pursuant to Chapter 163, Florida Statutes, desires to amend its Comprehensive Plan adopted by Ordinance No. 60-1988; and

WHEREAS, a first and second public hearing have been held on the Comprehensive Plan amendment before the Local Planning Agency and the local governing body; and

WHEREAS, the City of Titusville has received and considered the written objections, recommendations, and comments of the State Land Planning Agency and any other person, agency, or governing body; and

WHEREAS, the City of Titusville finds that said Comprehensive Plan Amendment has been processed in accordance with applicable law and desires to amend the Comprehensive Plan.

WHEREAS, the City Council of the City of Titusville desires to amend the Future Land Use Element of the Comprehensive Plan.

BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA:

SECTION 1. RECITALS. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2. The City of Titusville's Comprehensive Plan is hereby amended by adopting Comprehensive Plan Amendment 2-2026 and amending Policy 1.8.14 of the Future Land Use Element to read as follows:

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. 4~~Frontiers~~ 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

(Ord. No. 30-2010, §2 10-12-2010)

SECTION 3. SEVERABILITY. If any provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

PASSED AND ADOPTED this ___ day of _____ 2026.

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

Exhibit A

LEGAL DESCRIPTION:

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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.
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/ _____ 5/21/26
(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.	☑

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: 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

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

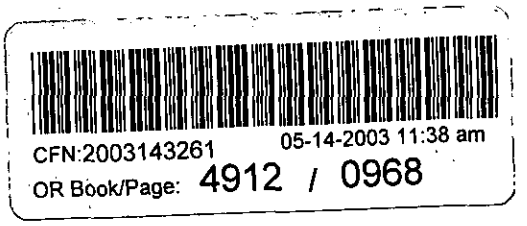
3,500,000 SF / 15,246,000 SF = 0.22957 = 0.23

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.



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:

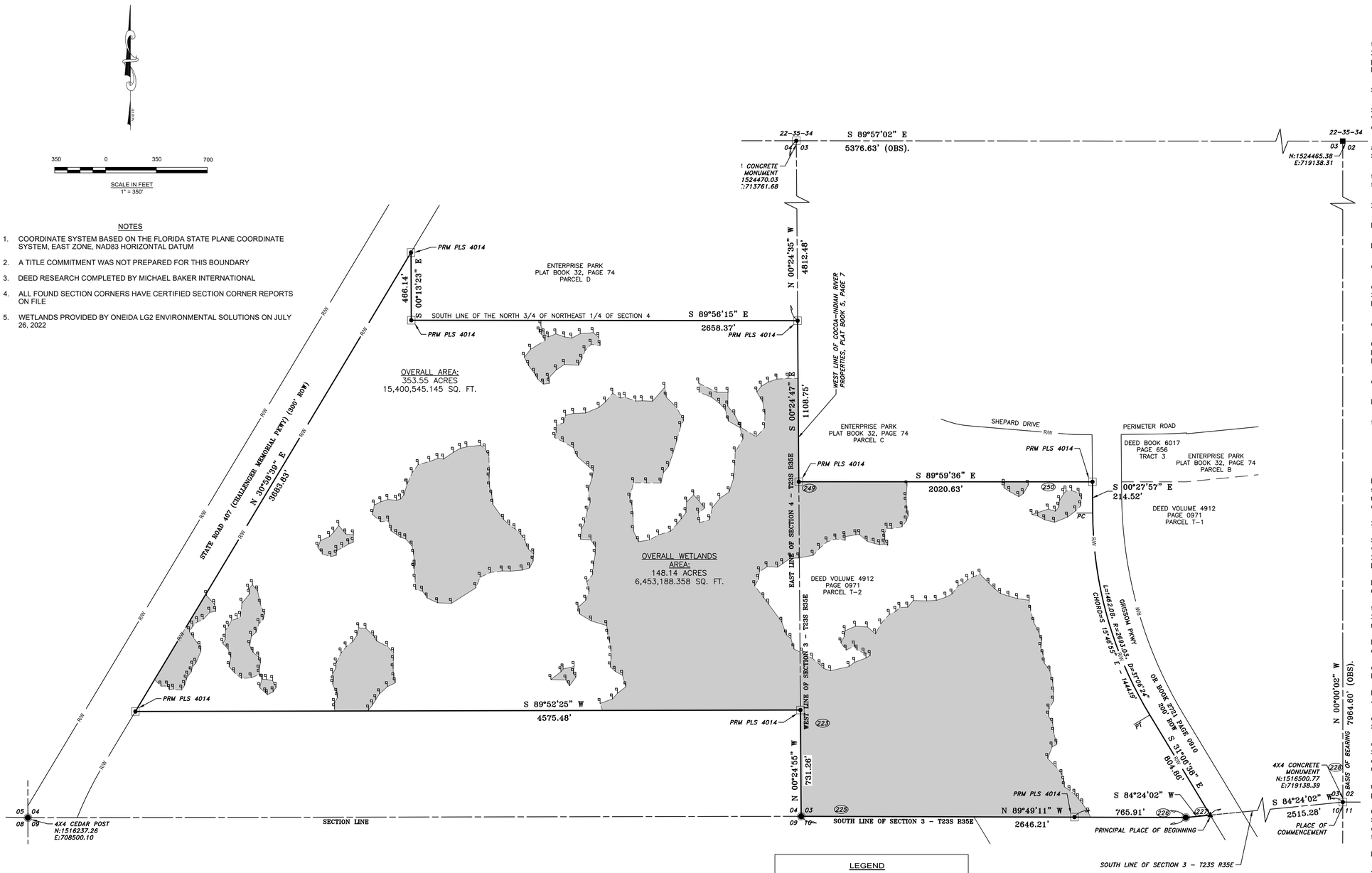
COMMENCE AT A 4X4 CONCRETE MONUMENT FOUND IN THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 23, RANGE 35 AND THE SOUTHEAST CORNER OF LOT 228 AS SHOWN ON SAID PLAT OF COCOA-INIDAN RIVER PROPERTIES;

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.



NOTES

1. COORDINATE SYSTEM BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 HORIZONTAL DATUM
2. A TITLE COMMITMENT WAS NOT PREPARED FOR THIS BOUNDARY
3. DEED RESEARCH COMPLETED BY MICHAEL BAKER INTERNATIONAL
4. ALL FOUND SECTION CORNERS HAVE CERTIFIED SECTION CORNER REPORTS ON FILE
5. WETLANDS PROVIDED BY ONEIDA LG2 ENVIRONMENTAL SOLUTIONS ON JULY 26, 2022

LEGEND

- ● = REBAR (FOUND)
- ▲ = 5/8 INCH REBAR W/CAP MBI LB-69 (SET)
- ⊙ = 3X3 CONCRETE MONUMENT W/ NAIL AND DISK
- ■ = 3/4 INCH IRON PIPE (FOUND)
- ⚑ = WETLAND FLAG
- PRM = PERMANENT REFERENCE MONUMENT
- (###) = LOTS IN COCOA-INDIAN RIVER PROPERTIES
- OBS. = OBSERVED
- R/W = RIGHT OF WAY

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.

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

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

RALPH W. GROMLEY LICENSE NUMBER No. LS6605 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

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

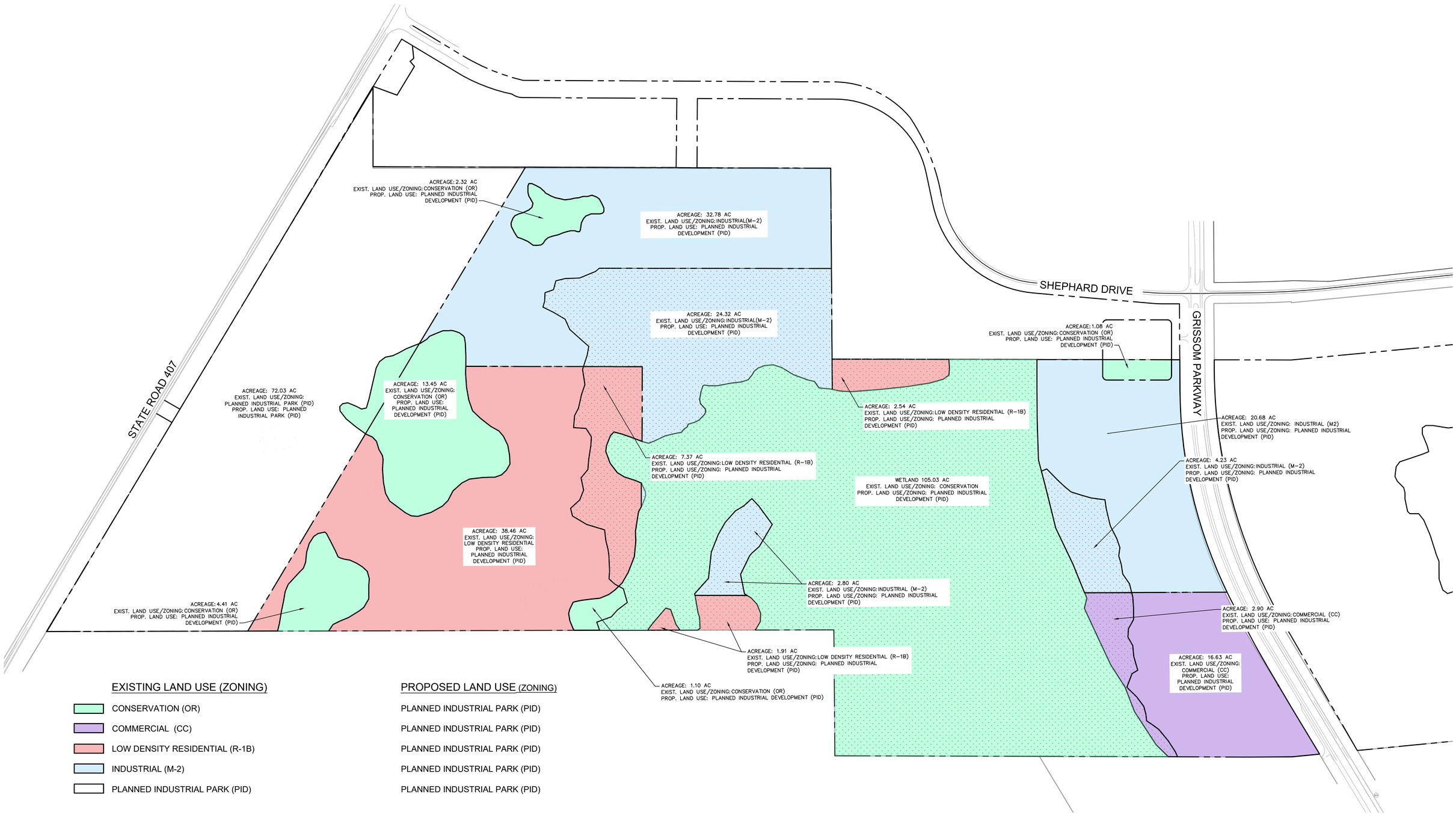
LANDS OF
TITUSVILLE COCOA AIRPORT AUTHORITY
SPACE COAST REGIONAL AIRPORT
PART OF SECTION 3 AND SECTION 4
TOWNSHIP 23, RANGE 35, SECTION 3 AND SECTION 4

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
S:\Survey\ORDATA\1998_SPACE COAST 2022\DWG\PROJECT\SHEET 353 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

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.

Anderson, Christie

From: Husainy, Kinan <Kinan.Husainy@kimley-horn.com>
Sent: Friday, October 2, 2026 1:00 PM
To: Anderson, Christie
Cc: Madivala, Satya; Wood, Ryan; kathleen; sam; Lourdes Aldave; Parrish, Bradley
Subject: RE: Oct 13th Agenda Deadline

Council requested that we would provide an easement to the City of Titusville at the time of Site Plan Approval.

Kinan Husainy, P.E.
Kimley-Horn | 9355 N. Wickham Road, Unit 201, Melbourne, FL 32940.
Direct: 321 225 0642 | Mobile: 772 473 8575 | Main: 321 430 1138

Celebrating 19 years as one of *Fortune's* 100 Best Companies to Work For

---

From: Anderson, Christie <Christie.Anderson@Titusville.com>
Sent: Friday, October 2, 2026 10:06 AM
To: Husainy, Kinan <Kinan.Husainy@kimley-horn.com>
Cc: Madivala, Satya <satya.madivala@hines.com>; Wood, Ryan <ryan.wood@hines.com>; kathleen <kathleen@consultkey.com>; sam <sam@consultkey.com>; Lourdes Aldave <Lourdes@consultkey.com>; Parrish, Bradley <brad.parrish@titusville.com>
Subject: RE: Oct 13th Agenda Deadline

Hi Kinan,

This has been received, thank you. Could you please clarify when this condition would be required to be satisfied? During the first reading, there were statements indicating that the property sale would need to close and the conservation easement be provided prior to the issuance of the first building permit. However, the original language appeared to indicate that these requirements would need to be satisfied prior to site plan approval. Could you please clarify the intended timing and confirm which requirement applies?

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: Husainy, Kinan <Kinan.Husainy@kimley-horn.com>
Sent: Friday, October 2, 2026 9:42 AM
To: Anderson, Christie <Christie.Anderson@Titusville.com>
Cc: Madivala, Satya <satya.madivala@hines.com>; Wood, Ryan <ryan.wood@hines.com>; kathleen <kathleen@consultkey.com>; sam <sam@consultkey.com>; Lourdes Aldave <Lourdes@consultkey.com>; Parrish,

Bradley <Brad.Parrish@titusville.com>
Subject: RE: Oct 13th Agenda Deadline

Christie, please see proposed language/condition below. Just to be clear, we are proposing to go back to the original proposed onsite conservation easement size (not impacting the two upland areas) and proposing an offsite conservation easement to satisfy Council's request. Please see the attached Original Master Plan and Open Space exhibit from the transmittal hearing:

The Applicant proposes to address the required wetland mitigation onsite through a conservation easement as shown on the master plan within this application that shows a net gain of functional units according to the UMAM scoring included within this application.

The applicant also proposes to provide an additional conservation easement over wetlands on an offsite parcel located within the City of Titusville that is a minimum 15.59 Ac in size. If the conservation easement provided is larger than the 15.59 acres described above, the Airport reserves the right for the additional area to be used for future wetland impact projects.

Please let me know if you have any questions or concerns.

Kinan Husainy, P.E.
Kimley-Horn | 9355 N. Wickham Road, Unit 201, Melbourne, FL 32940.
Direct: 321 225 0642 | Mobile: 772 473 8575 | Main: 321 430 1138

Celebrating 19 years as one of *Fortune's* 100 Best Companies to Work For

---

From: Anderson, Christie <Christie.Anderson@Titusville.com>
Sent: Thursday, October 1, 2026 11:56 AM
To: Husainy, Kinan <Kinan.Husainy@kimley-horn.com>
Cc: Madivala, Satya <satya.madivala@hines.com>; Wood, Ryan <ryan.wood@hines.com>; kathleen <kathleen@consultkey.com>; sam <sam@consultkey.com>; Lourdes Aldave <Lourdes@consultkey.com>; Parrish, Bradley <brad.parrish@titusville.com>
Subject: RE: Oct 13th Agenda Deadline

Hi Kinan,

Currently, we have the following language for your proposed wetland mitigation condition:

"The applicant is required to submit area calculations showing that the proposed offsite wetland conservation area is greater than 15.59 acres and that the proposed offsite conservation wetland is at least 0.52 functional gain units based on UMAM scoring. The calculations would be submitted and approved by planning staff as a part of our site plan application package."

During the City Council meeting, there was additional discussion regarding this condition. You indicated that the language should be revised to clarify that the applicant would need to close on the property and provide the conservation easement prior to the issuance of the first building permit. You also indicated that revised language would be provided prior to the October 13 meeting.

Please provide us with the final draft language for the proposed condition by Friday morning so that staff has sufficient time to review it and incorporate it into the agenda packet.

Thank you.

Ref. Video Link: City Council Meeting — 9/22/2026 - 6:30 p.m.

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.*

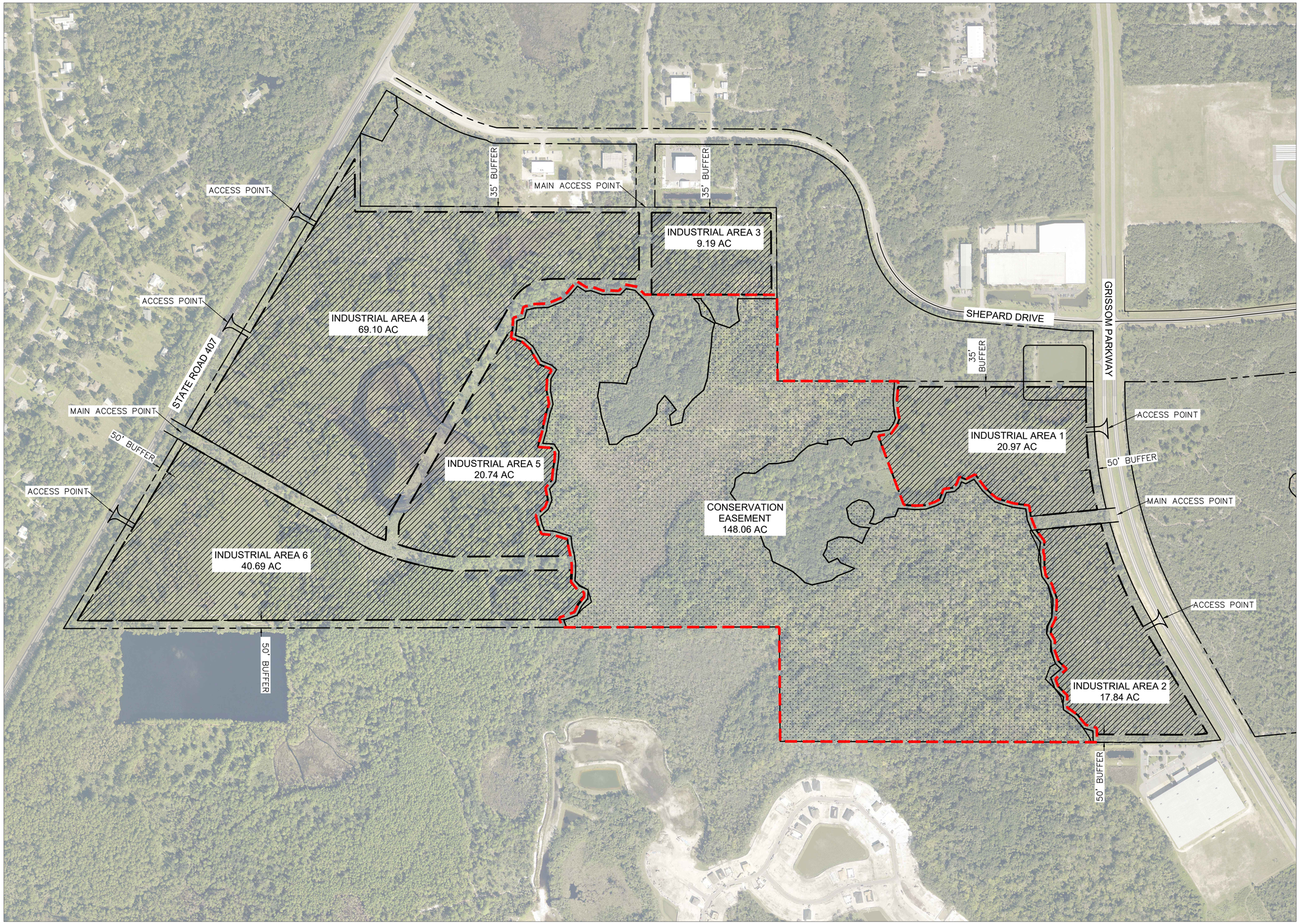
From: Anderson, Christie
Sent: Tuesday, September 29, 2026 9:21 AM
To: Husainy, Kinan <kinan.husainy@kimley-horn.com>
Subject: Oct 13th Agenda Deadline

Good Morning Kinan,

Just wanted to let you know that the deadline to submit revisions or additional documentation to be included within the October 13th City Council agenda packet is this Friday morning (Oct 2nd) by noon.

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.*



PROPOSED INDUSTRIAL AREA: 178.53 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
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Anderson, Christie

From: Husainy, Kinan <Kinan.Husainy@kimley-horn.com>
Sent: Tuesday, September 15, 2026 4:11 PM
To: Anderson, Christie; Parrish, Bradley
Cc: Madivala, Satya; Wood, Ryan; kathleen; sam; Lourdes Aldave
Subject: Fwd: SCIP Phase 3 - Master Plan Revision
Attachments: SCIP Phase 3 Master Plan.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Brad/Christie, based on our two separate meetings with the Mayor and the Vice Mayor on Friday, we have modified the proposed Master Plan as attached. We have revisited the wetland mitigation strategy and are proposing the following:

* Based on timing, we would like to have a condition of our approval or note added to the master plan that would state:
  * The applicant is required to submit mitigation calculations showing that the proposed offsite wetland conservation area is greater than 15.5 acres and that the proposed mitigation wetland is at least 11.44 functional units based on UMAM scoring.
  * The calculations would be submitted and approved by planning staff as a part of our site plan application package.

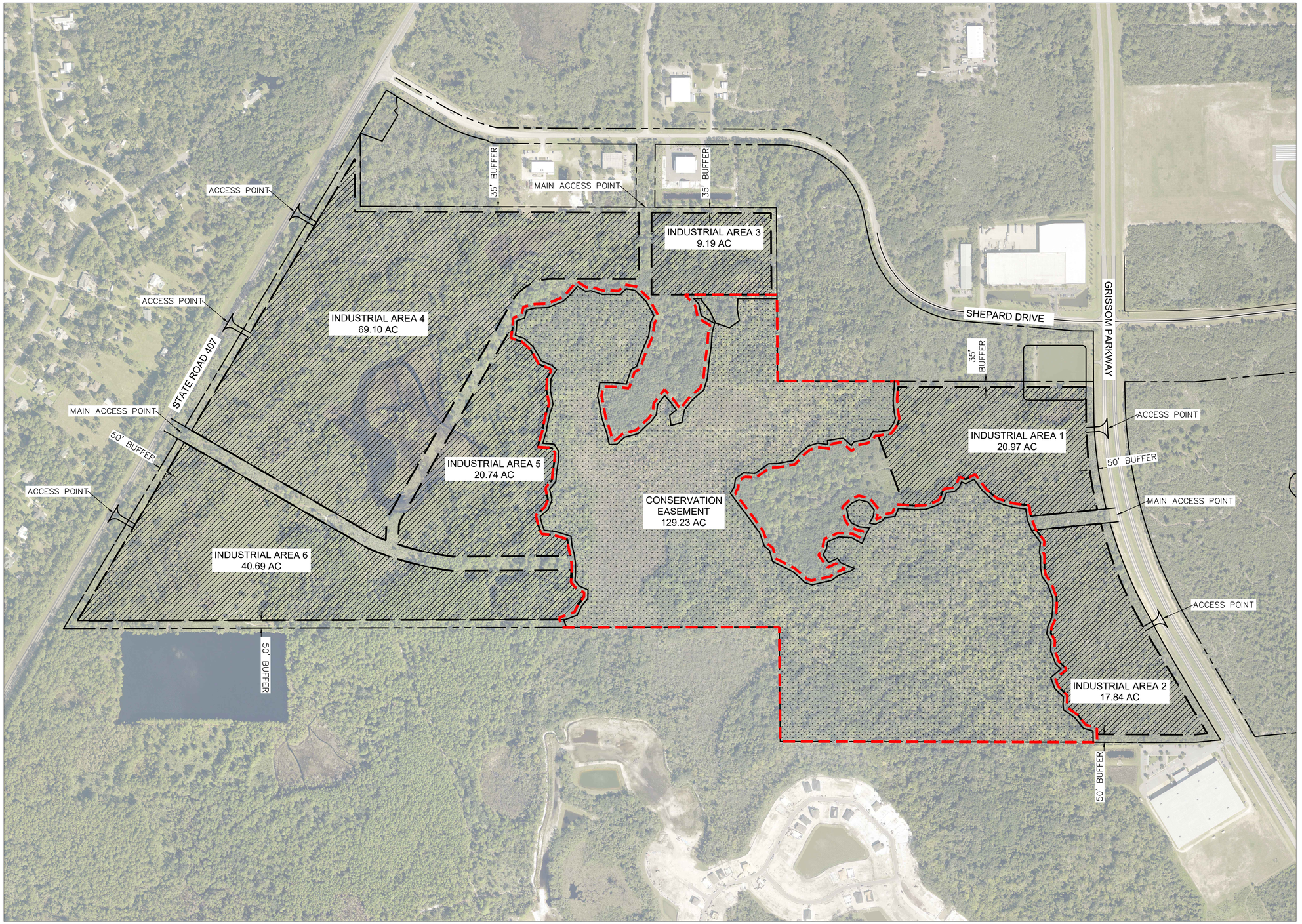
For clarity, the 11.44 functional units is what the score of the impacted 15.5 AC onsite wetland is. This allows our project to move forward while we go through proper due diligence on the potential parcels.

The attached graphic reduces the onsite conservation easement to eliminate providing onsite mitigation utilizing the two uplands areas.

This plan will be presented at tomorrowâ€™s meeting and the subsequent council meetings. Please send this revised plan to the Planning and Zoning Commissioners.

Kinan Husainy, P.E.
Kimley-Horn | 9355 N. Wickham Road, Unit 201, Melbourne, FL 32940.
Direct: 321 225 0642 | Mobile: 772 473 8575 | Main: 321 430 1138

Celebrating 19 years as one of Fortuneâ€™s 100 Best Companies to Work For



PROPOSED INDUSTRIAL AREA: 178.53 AC

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SCIP - PHASE 3

TITUSVILLE

OVERALL PLANNED INDUSTRIAL DEVELOPMENT EXHIBIT

9/14/2026 -

ENGINEER: KINAN HUSAINY (321) 225-0642 KIMLEY-HORN AND ASSOCIATES, INC.

DEVELOPER: HINES (347) 753-2048

GRAPHIC SCALE IN FEET
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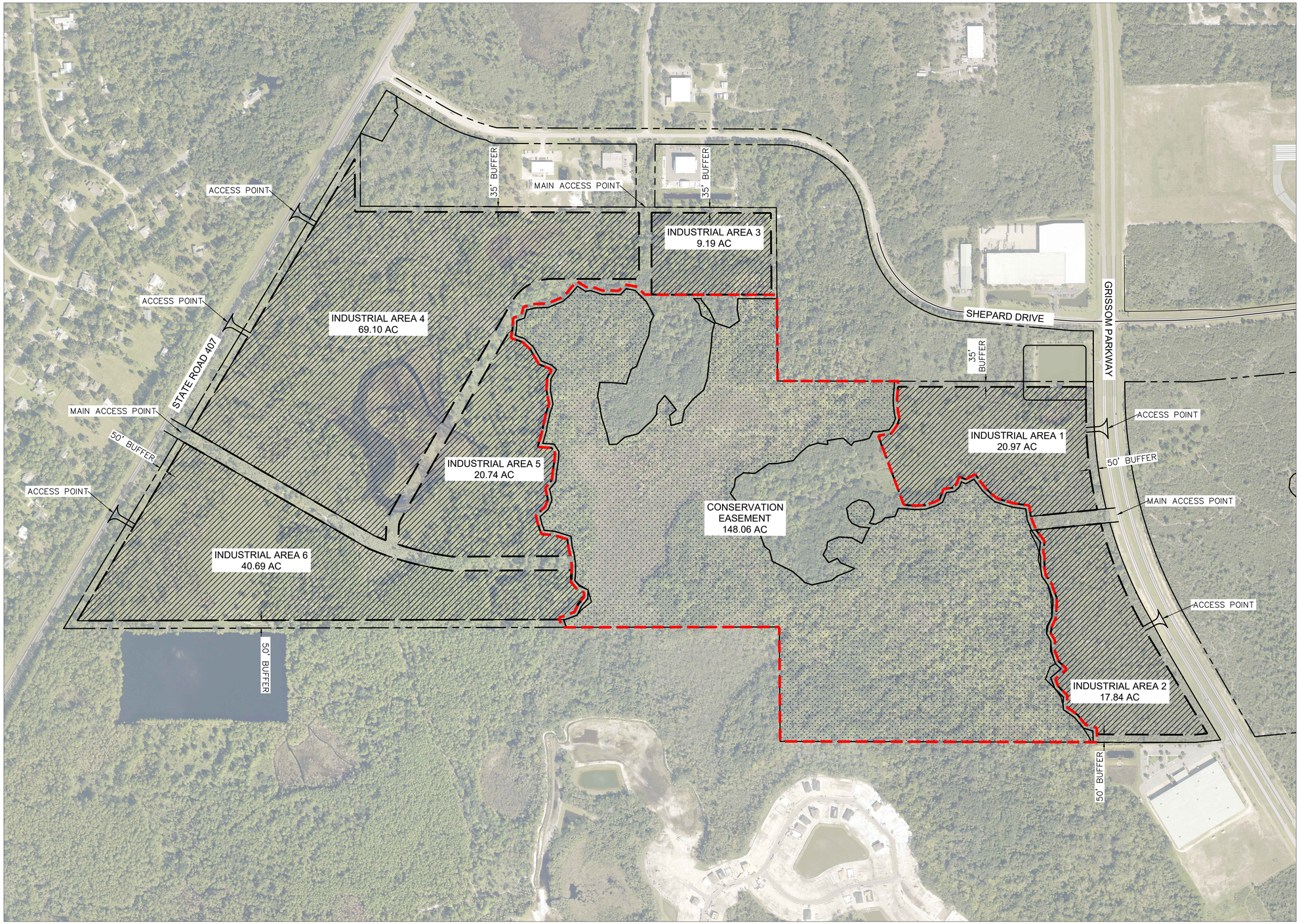

PROPOSED INDUSTRIAL AREA: 172.54 AC

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.

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TITUSVILLE

OVERALL PLANNED INDUSTRIAL DEVELOPMENT EXHIBIT

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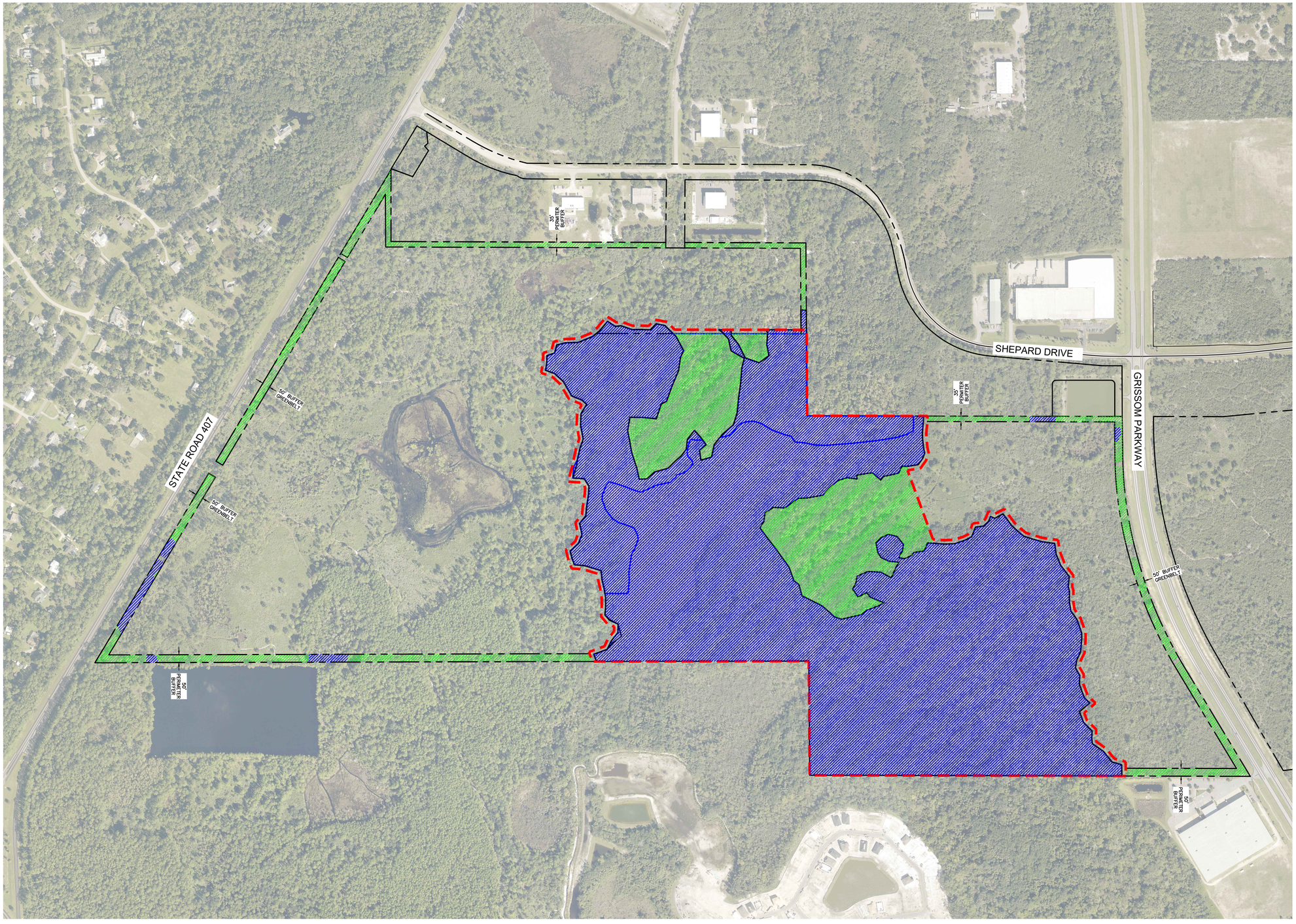

LEGEND:

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.

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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
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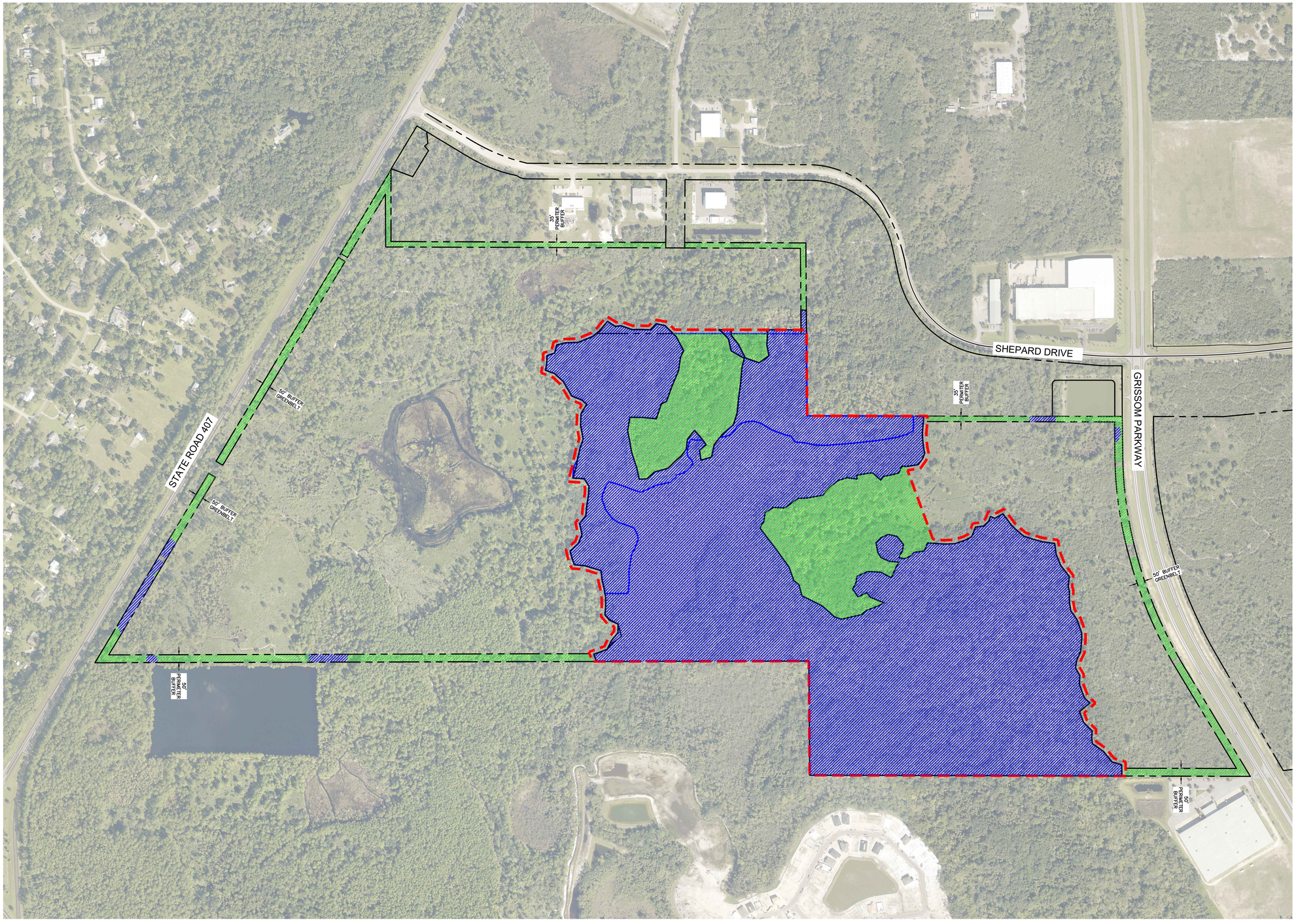

LEGEND:

OPEN SPACE AREA

WETLANDS (50% OPEN SPACE CONTRIBUTION)

LIMITS OF PROPOSED CONSERVATION EASEMENT

SPACE COAST INNOVATION PARK - PHASE 3

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SCIP - PHASE 3

TITUSVILLE

OPEN SPACE EXHIBIT

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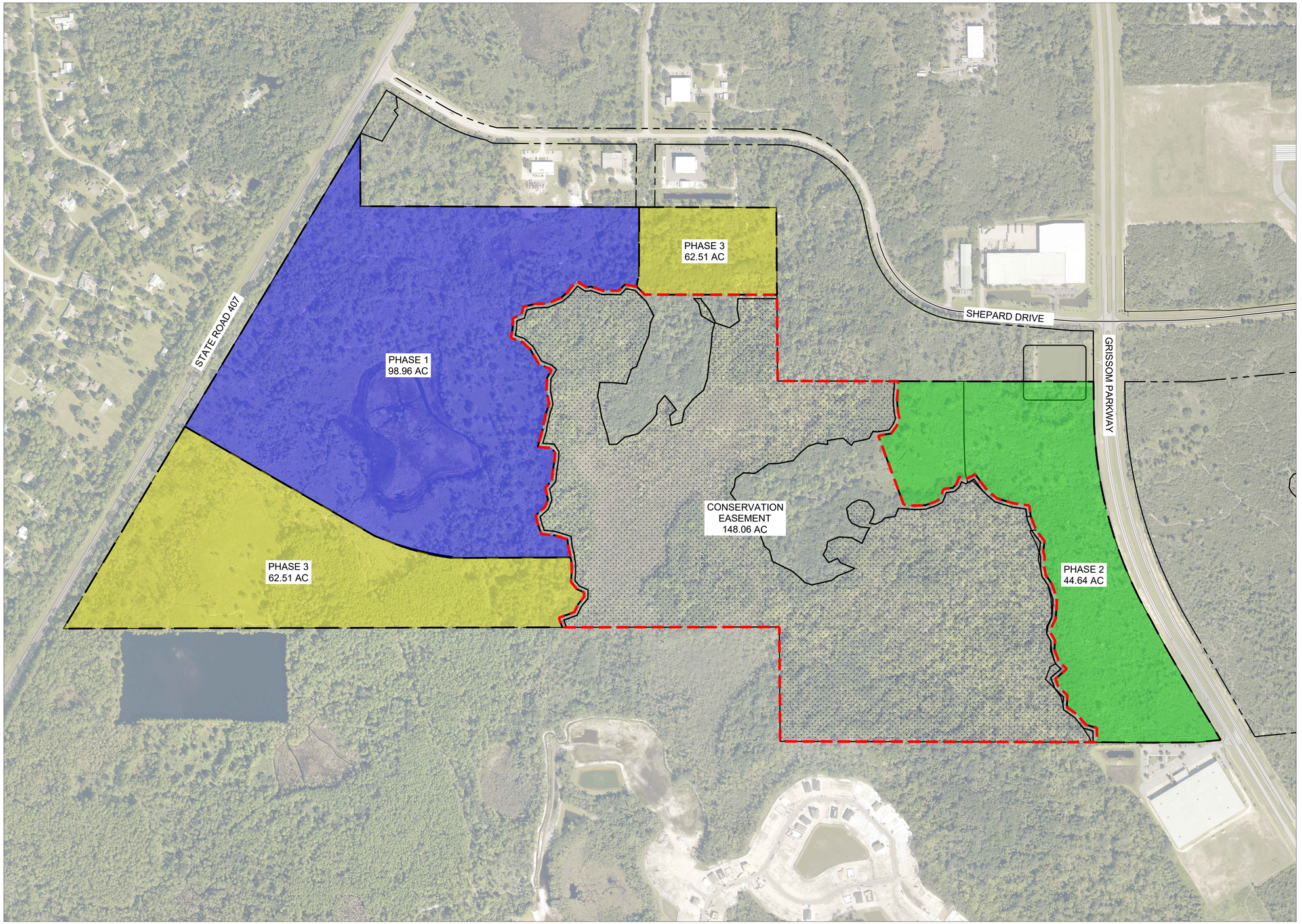

LIMITS OF PROPOSED CONSERVATION EASEMENT

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.

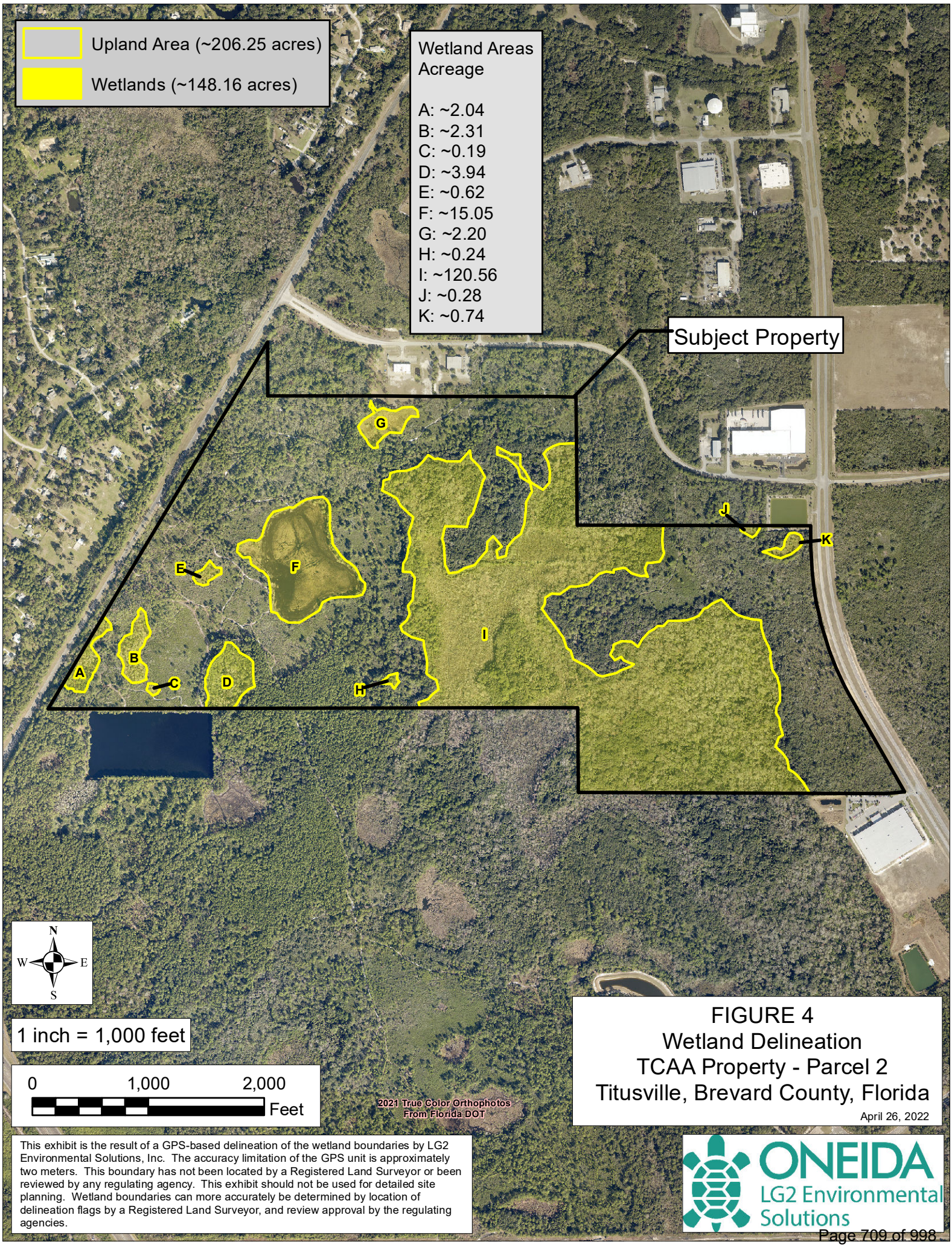

FIGURE 4
Wetland Delineation
TCAA Property - Parcel 2
Titusville, Brevard County, Florida
April 26, 2022

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

UPLAND CONSERVATION AREA 0.67 AC
UPLAND CONSERVATION AREA 1.71 AC
35' BUFFER
UPLAND CONSERVATION AREA 0.94 AC
WETLAND IMPACT 2.54 AC
UPLAND CONSERVATION AREA 0.91 AC
PROPERTY LINE
WETLAND IMPACT 0.10 AC
WETLAND IMPACT 0.27 AC
WETLAND IMPACT 0.75 AC
PROPOSED WETLAND CONSERVATION AREA 0.10 AC
SHEPARD DRIVE
GRISSOM PARKWAY
UPLAND CONSERVATION AREA 0.80 AC
50' BUFFER
UPLAND CONSERVATION AREA 9.48 AC
UPLAND CONSERVATION AREA 0.53 AC
35' BUFFER
PROPOSED WETLAND CONSERVATION AREA 0.14 AC
UPLAND CONSERVATION AREA 0.57 AC
WETLAND IMPACT 0.22 AC
STATE ROAD 407
WETLAND IMPACT 15.59 AC
WETLAND IMPACT 1.18 AC
WETLAND IMPACT 1.02 AC
PROPOSED WETLAND CONSERVATION AREA 0.07 AC
UPLAND CONSERVATION AREA 0.57 AC
UPLAND CONSERVATION AREA 0.56 AC
50' BUFFER
PROPERTY LINE
WETLAND IMPACT 0.20 AC
UPLAND CONSERVATION AREA 0.02 AC
UPLAND CONSERVATION AREA 13.73 AC
PROPOSED WETLAND CONSERVATION AREA 120.78 AC
PROPOSED WETLAND CONSERVATION AREA 0.72 AC
WETLAND IMPACT 2.39 AC
50' BUFFER
WETLAND IMPACT 1.21 AC
WETLAND IMPACT 3.77 AC
WETLAND IMPACT 0.25 AC
UPLAND CONSERVATION AREA 0.81 AC
UPLAND CONSERVATION AREA 0.57 AC
WETLAND IMPACT 0.20 AC
WETLAND IMPACT 0.01 AC
50' BUFFER
UPLAND CONSERVATION AREA 1.10 AC
PROPOSED WETLAND CONSERVATION AREA 0.29 AC
PROPERTY LINE
UPLAND CONSERVATION AREA 1.79 AC
PROPOSED WETLAND CONSERVATION AREA 0.08 AC
UPLAND CONSERVATION AREA 1.81 AC

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

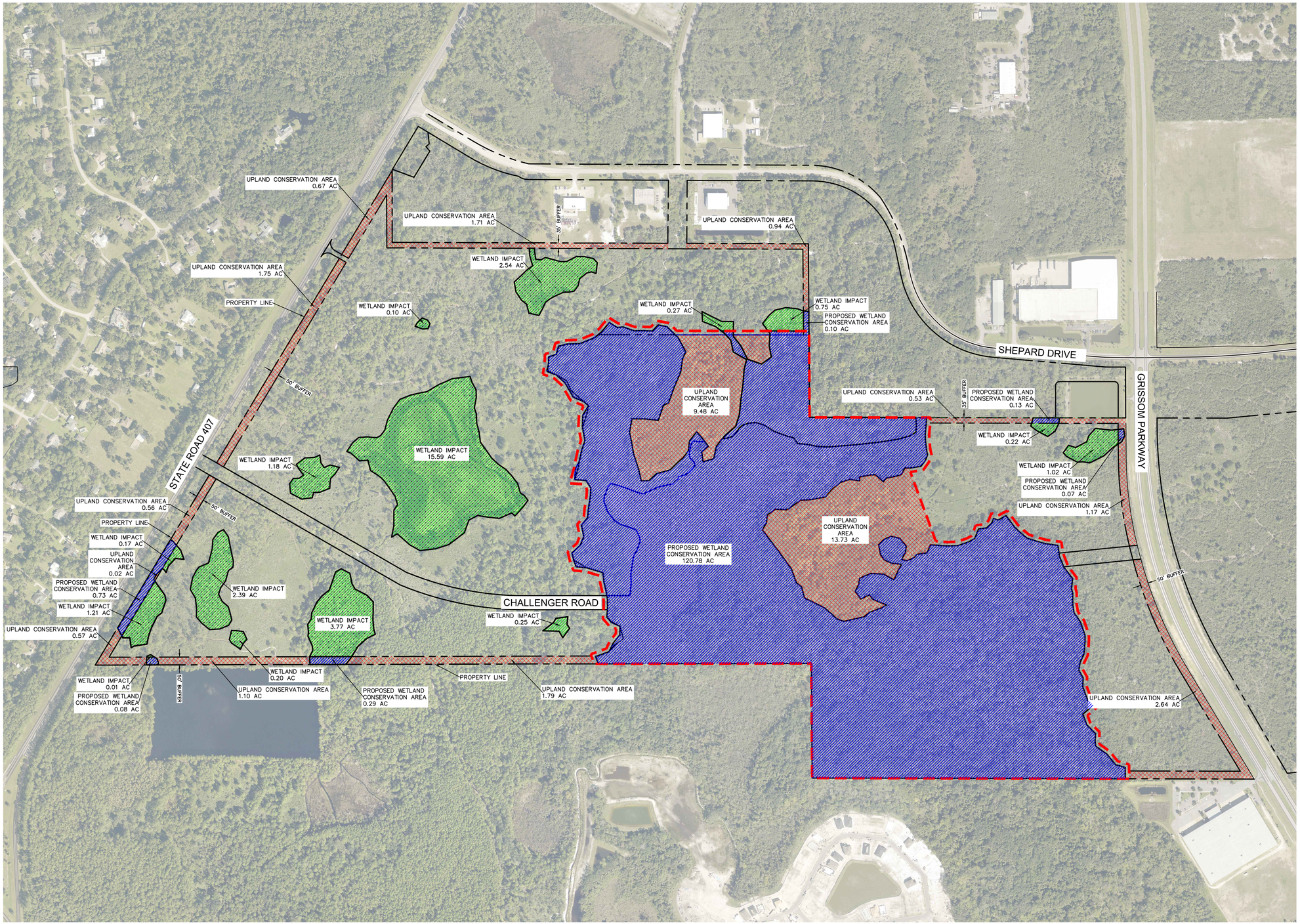
site: **SCIP - Phase 3** date: **5/28/2026**

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
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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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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

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

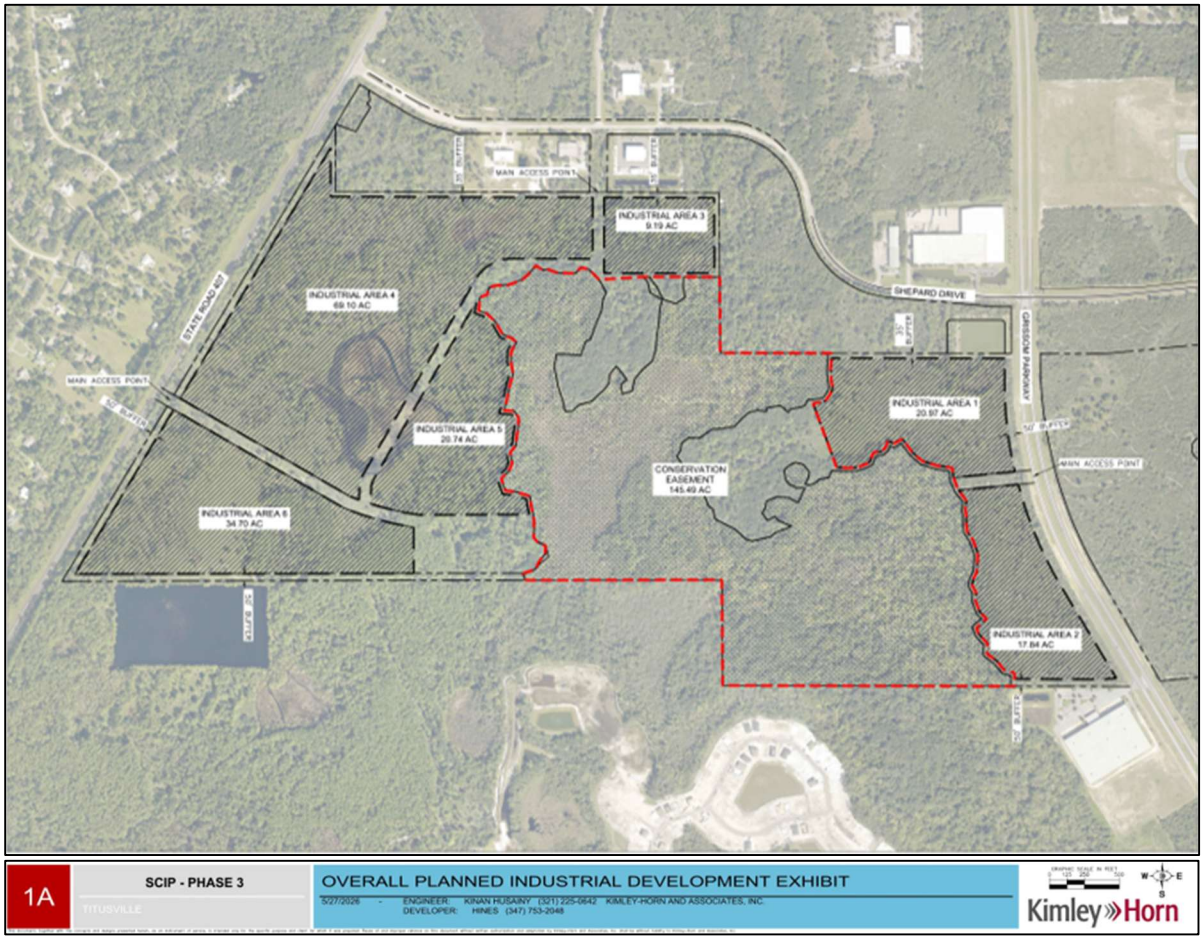
From: Nelson Caparas, PE

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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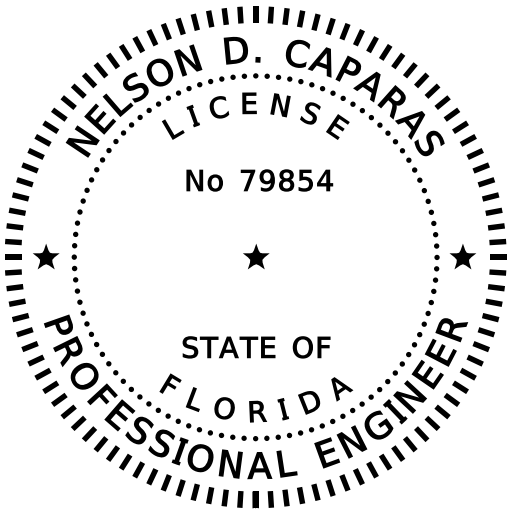


THIS DOCUMENT HAS BEEN
DIGITALLY SIGNED AND SEALED BY:

Nelson D Caparas

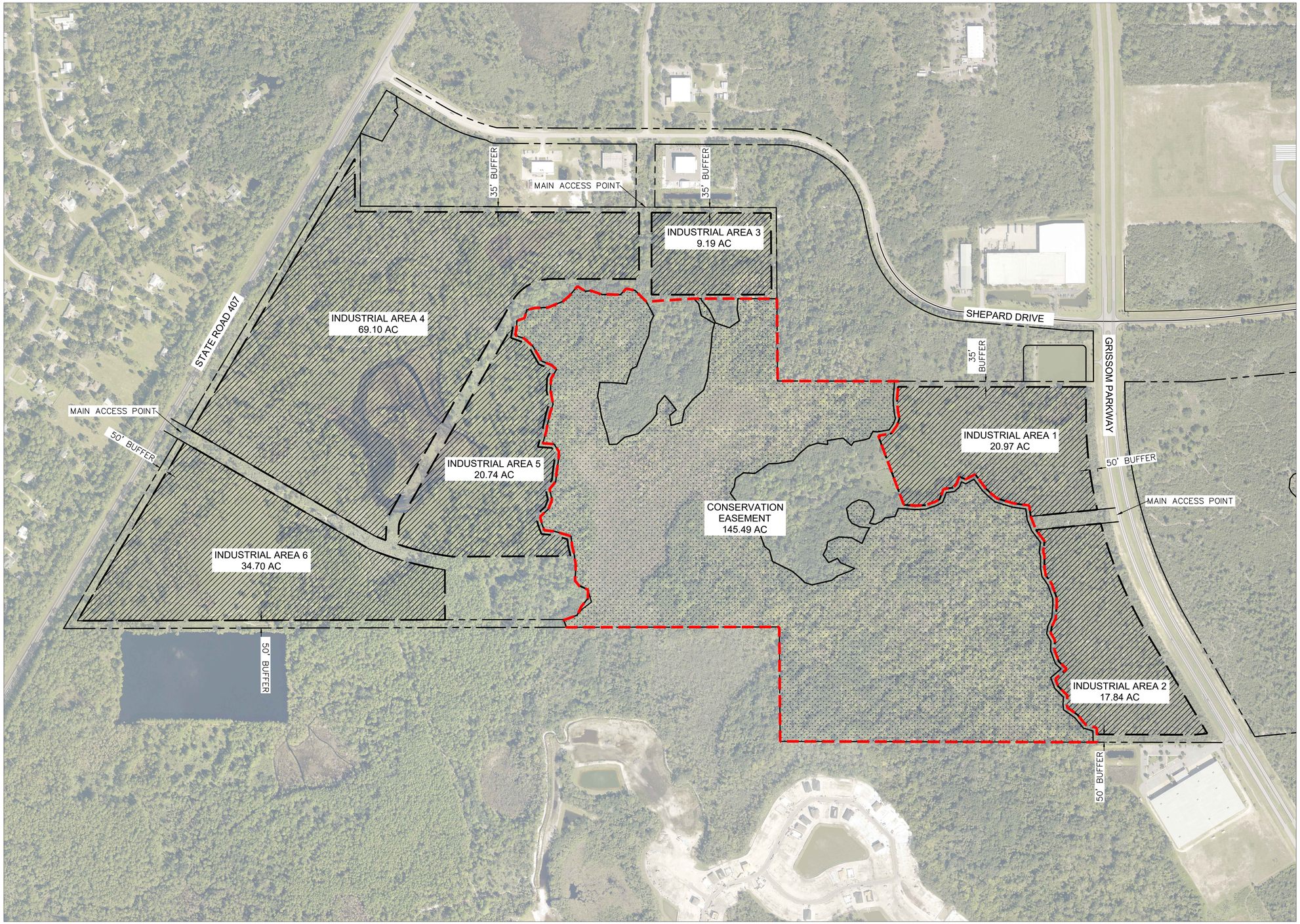
Digitally signed by Nelson D Caparas
DN: CN=Nelson D Caparas, O=Nelson D Caparas, L=Jacksonville, S=Florida, C=US
Date: 2026.06.05 18:04:57-04'00'

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

GRAPHIC SCALE IN FEET
0 125 250 500

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W E
S

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 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**
0200 - 0215	0	4	0	0	0	0	0	0	1	0	0	0	0	**5**	
0215 - 0230	0	2	0	0	0	0	0	0	2	0	0	0	0	**4**	
0230 - 0245	0	7	0	0	0	0	0	0	0	0	0	0	0	**7**	
0245 - 0300	0	7	0	0	0	0	0	0	0	0	0	0	0	**7**	**23**
0300 - 0315	0	9	1	0	1	0	0	0	0	0	0	0	0	**11**	
0315 - 0330	0	11	0	0	0	0	0	0	2	0	0	0	0	**13**	
0330 - 0345	0	18	2	0	1	1	0	0	0	0	0	0	0	**22**	
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**
0500 - 0515	0	74	11	0	2	0	0	0	1	0	0	0	0	**88**	
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**	
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1500 - 1515	0	87	10	0	2	0	0	0	2	0	0	0	0	**101**	
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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°

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Weather
Light Rain Shower
81°F

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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

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Light Rain Shower
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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

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Weather
Light Rain Shower
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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

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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

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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

www.marrtraffic.com

Site 1

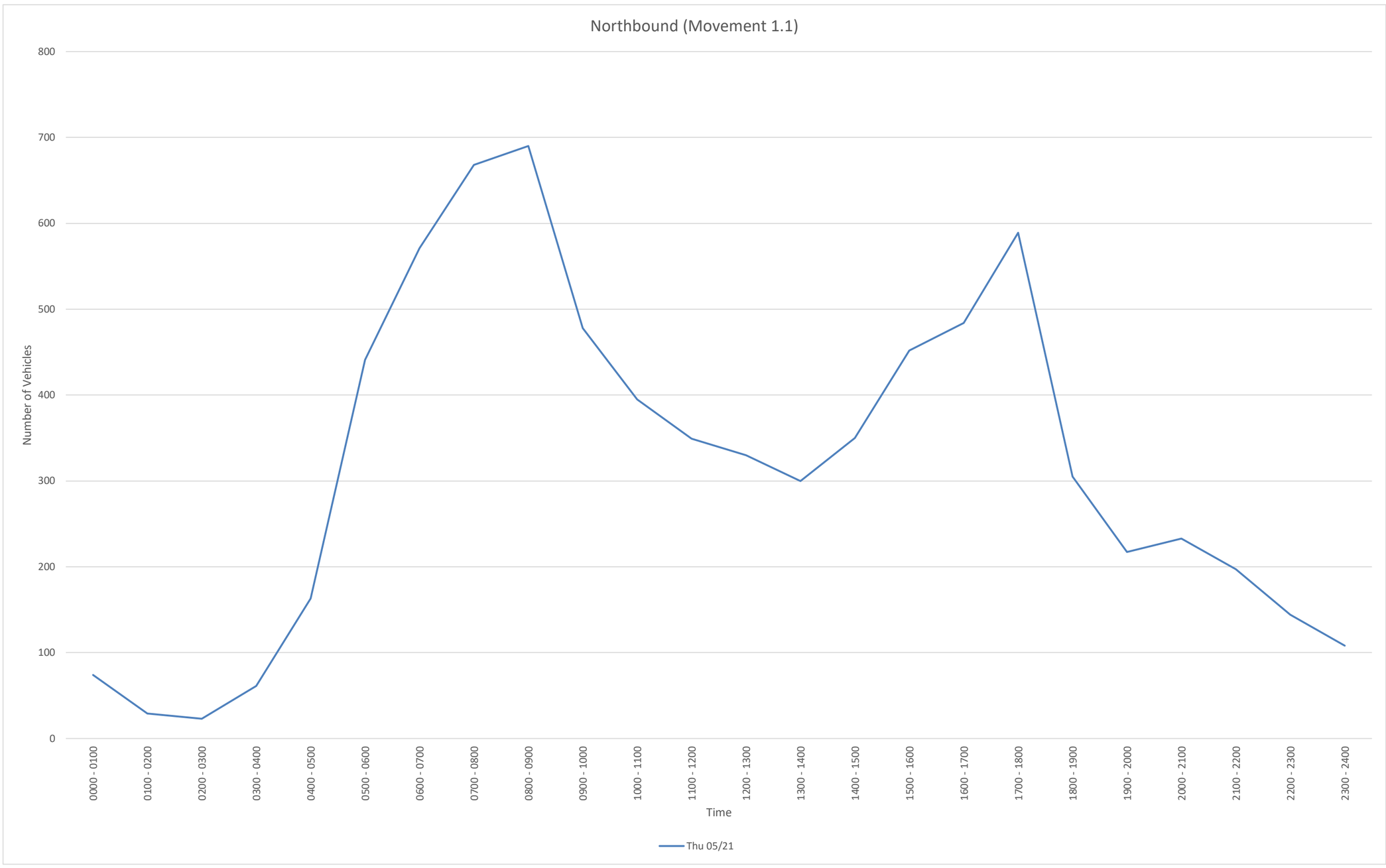
FL-407 Challenger Memorial Pkwy,
south of Shepard Dr

Lat/Long

28.512076°, -80.831552°

0000 - 2400 (Weekday 24h Session)

Graphical Analysis 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

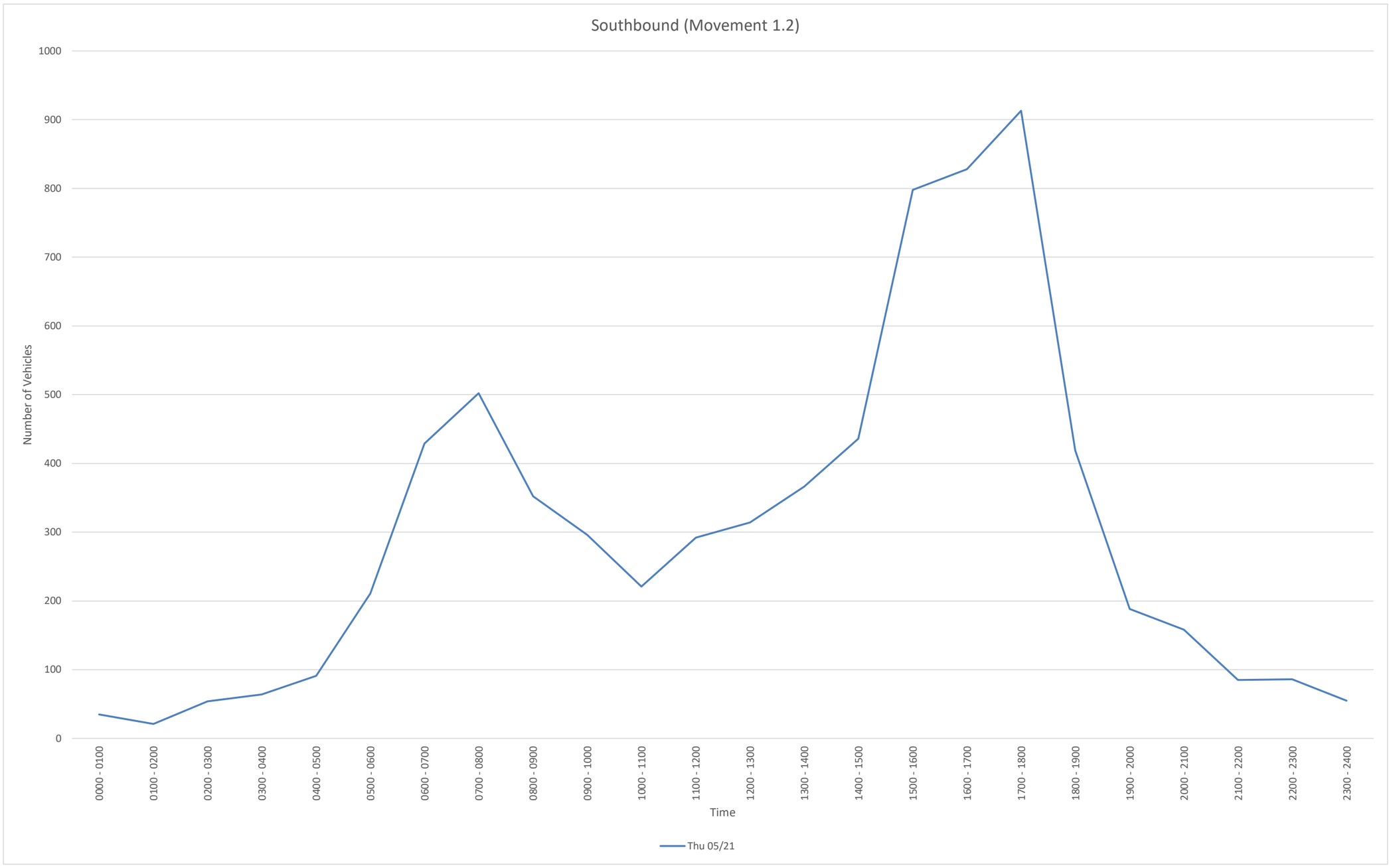
FL-407 Challenger Memorial Pkwy,
south of Shepard Dr

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

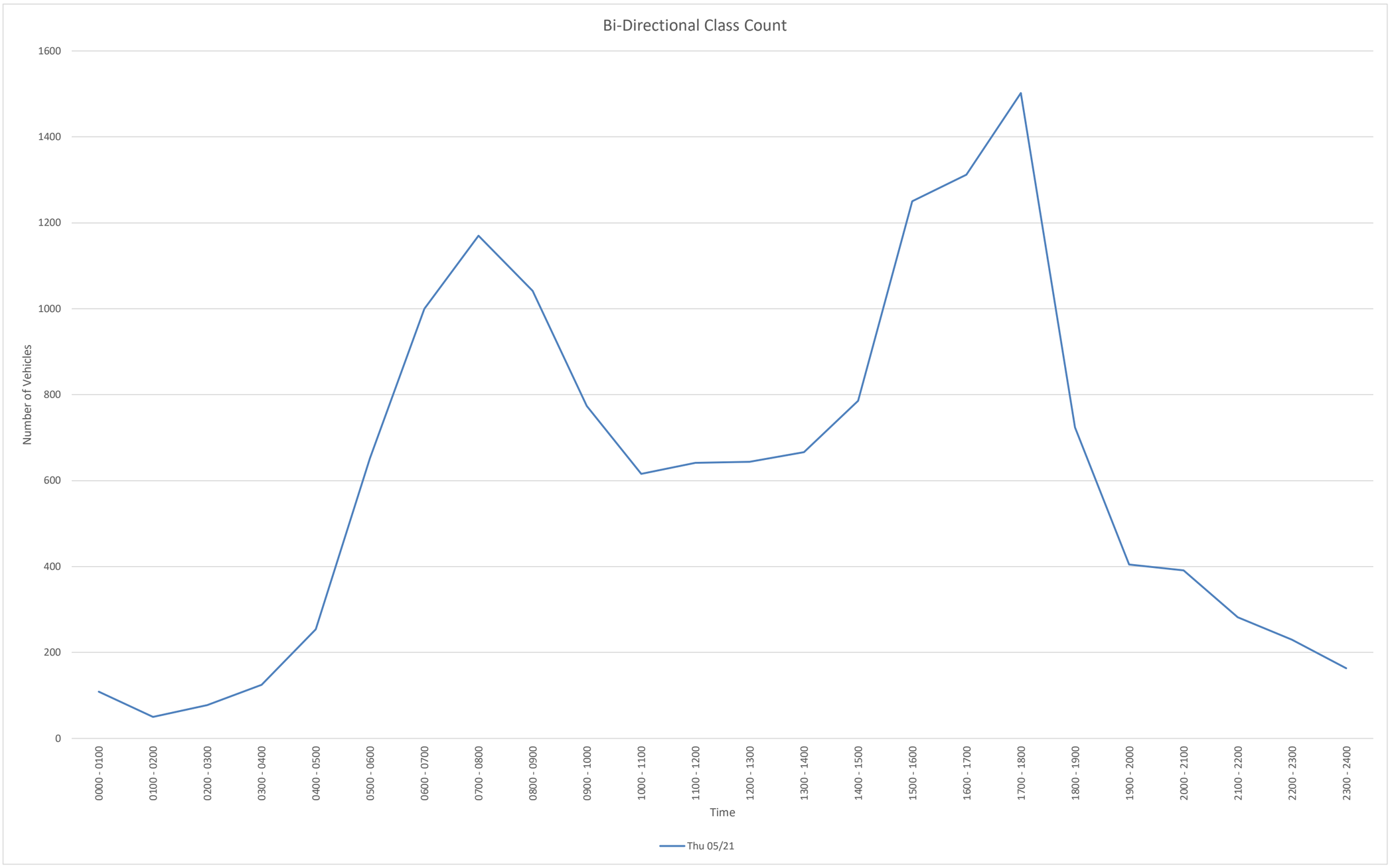
FL-407 Challenger Memorial Pkwy,
south of Shepard Dr

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

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 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

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)

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
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)

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

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
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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

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Site 2
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west of Armstrong Dr

Date
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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 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

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Site 2

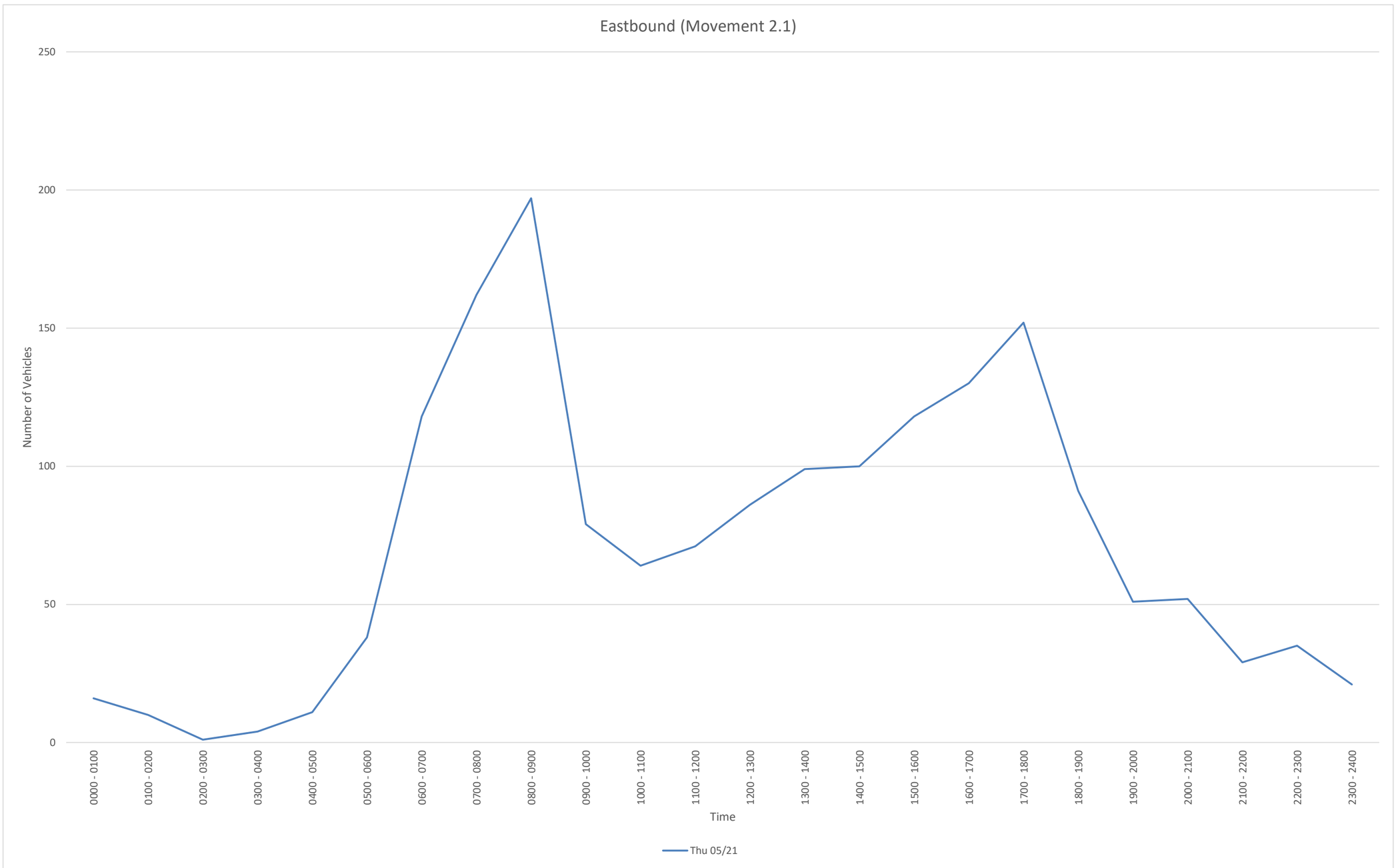
Shepard Dr,
west of Armstrong Dr

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

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Site 2

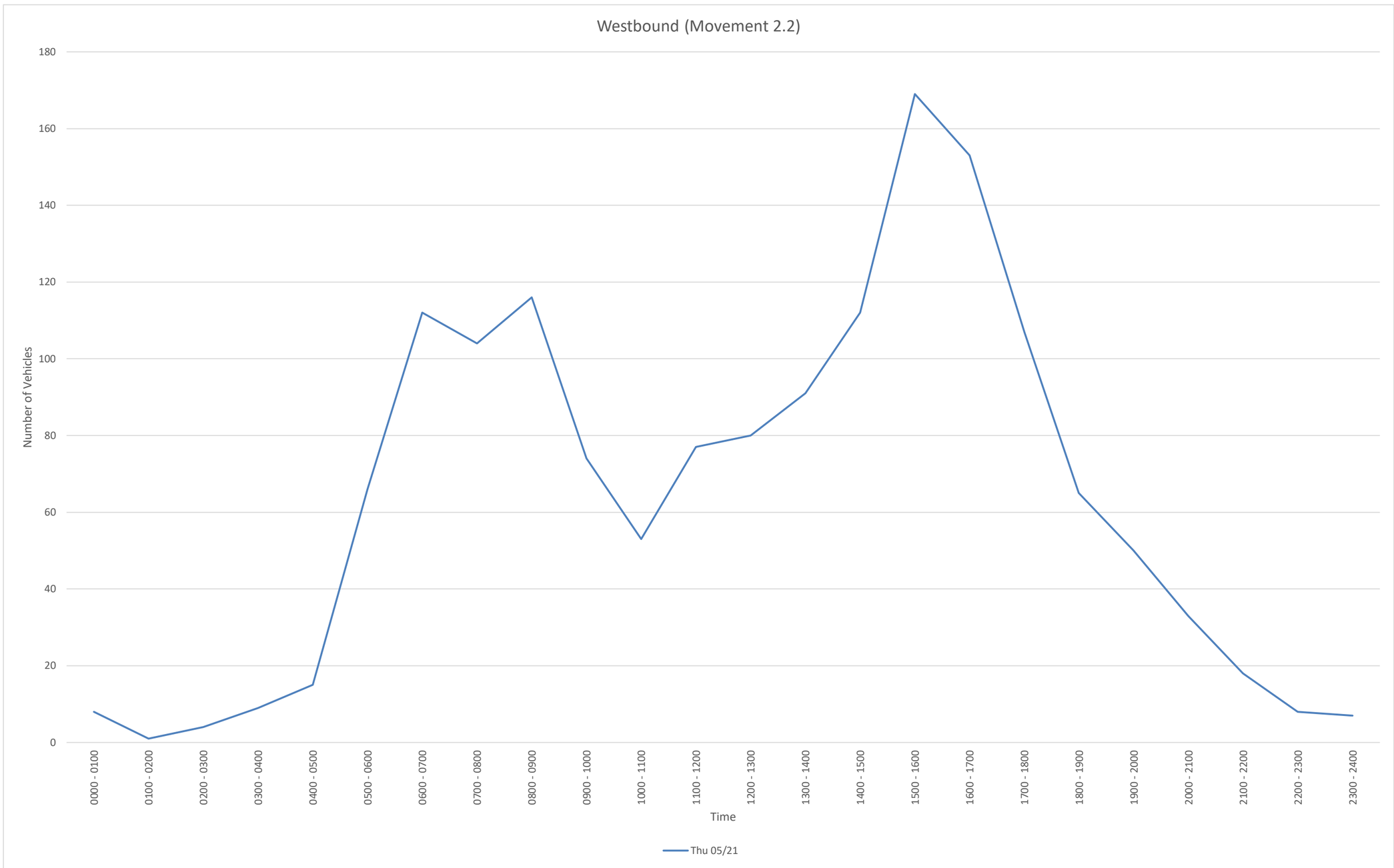
Shepard Dr,
west of Armstrong Dr

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

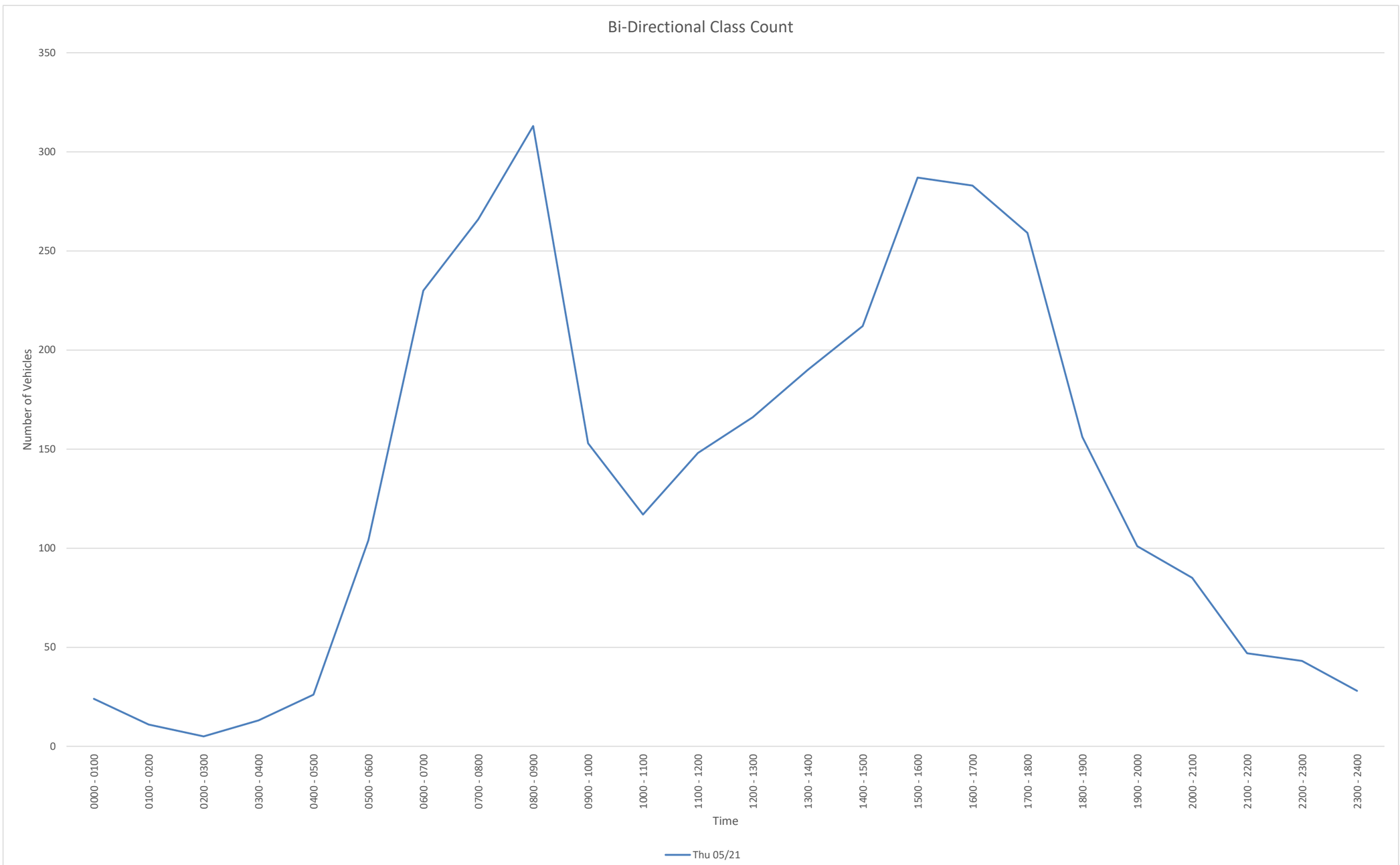
Shepard Dr,
west of Armstrong Dr

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:

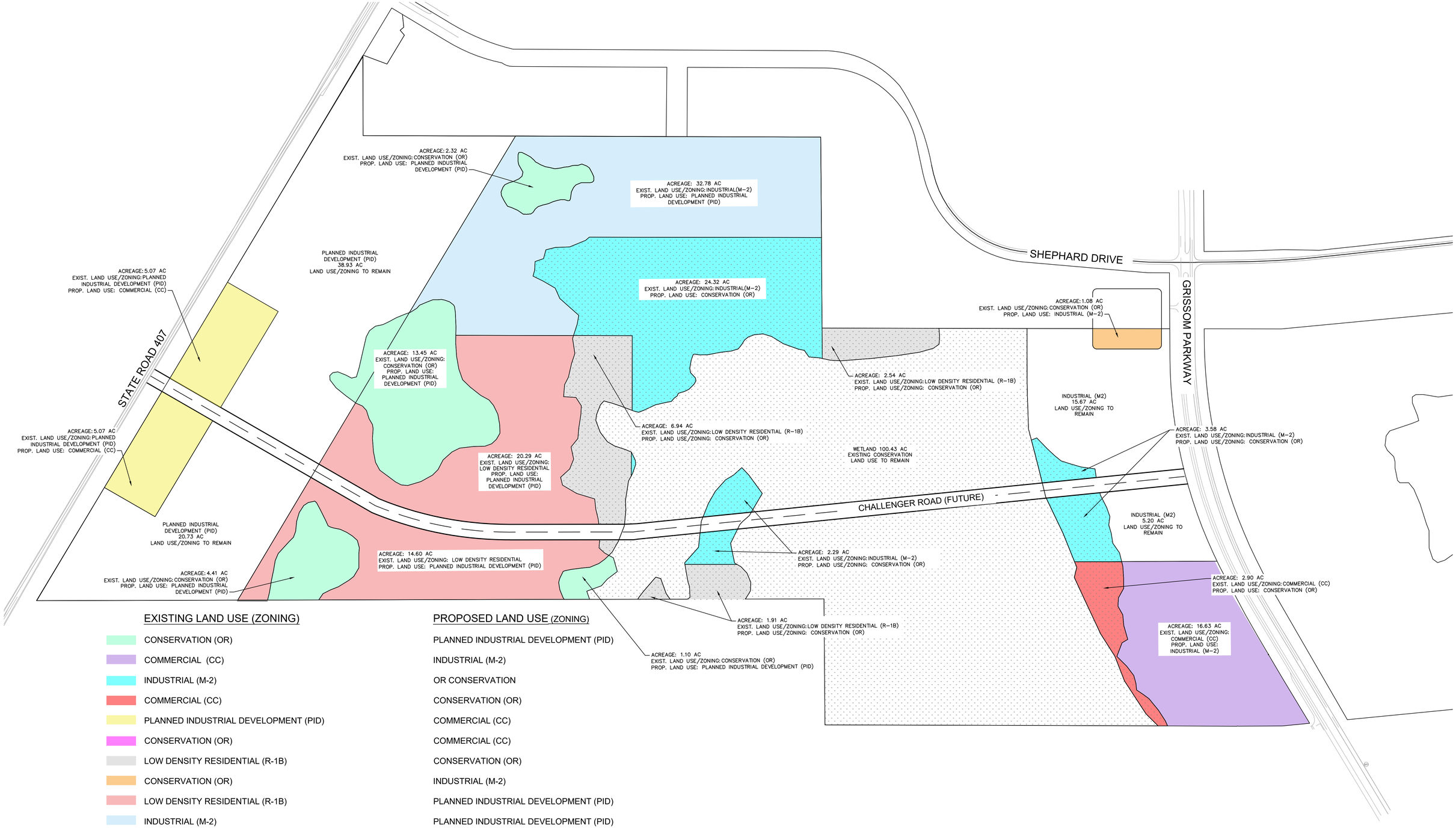
Date	Time	1	2	3	4	5	6	7	8	9	10	11	12	13
5/21/2026	12:00 AM	0	14	2	0	0	0	0	0	0	0	0	0	0
5/21/2026	12:15 AM	0	14	2	0	0	0	0	0	0	0	0	0	0
5/21/2026	12:30 AM	0	9	3	0	0	0	0	0	0	0	0	0	0
5/21/2026	12:45 AM	0	7	3	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:00 AM	0	8	2	0	0	0	0	0	0	0	0	0	0
5/21/2026	1:15 AM	0	6	2	0	0	0	0	0	0	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

N W E S

Kimley»Horn

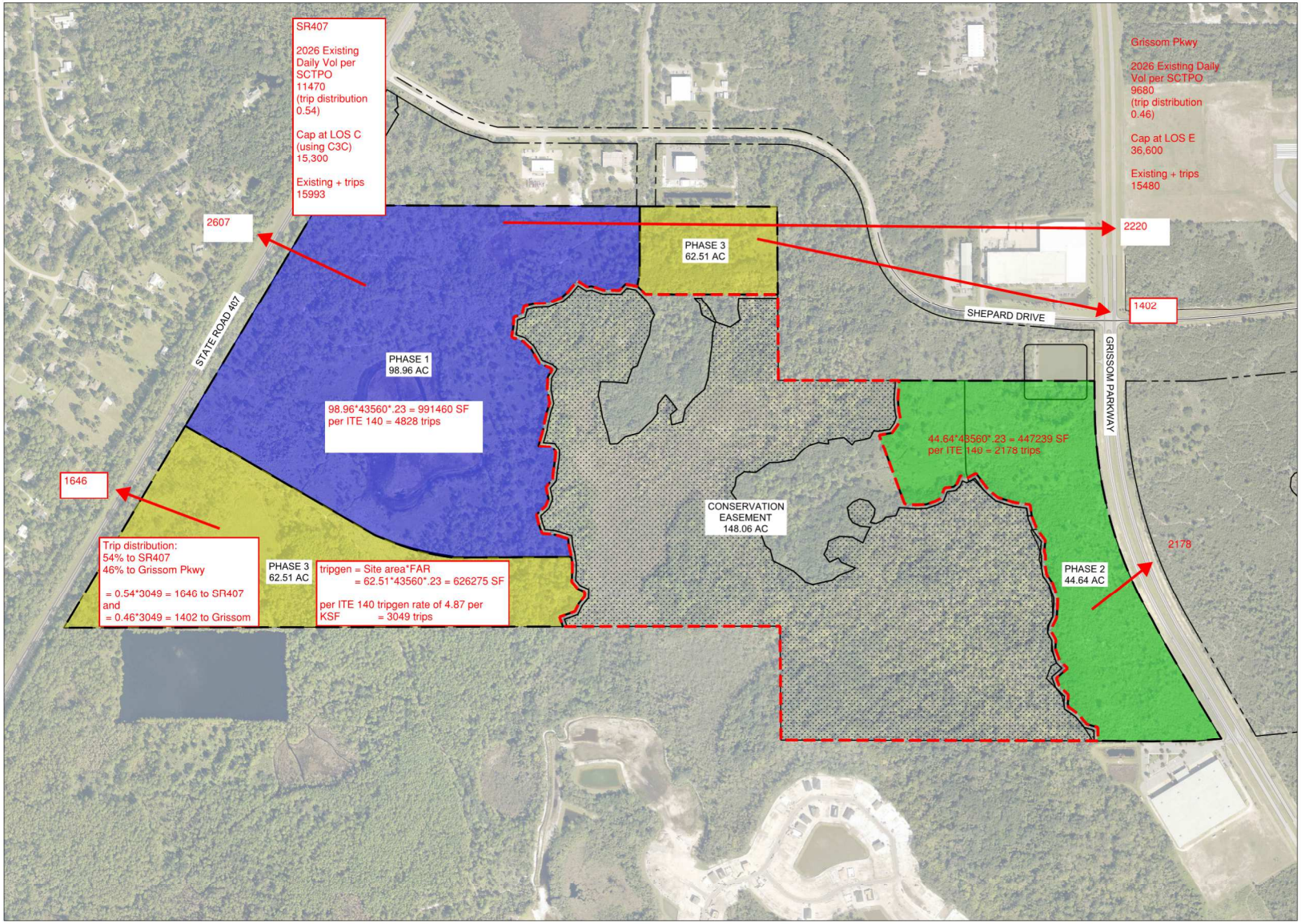
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

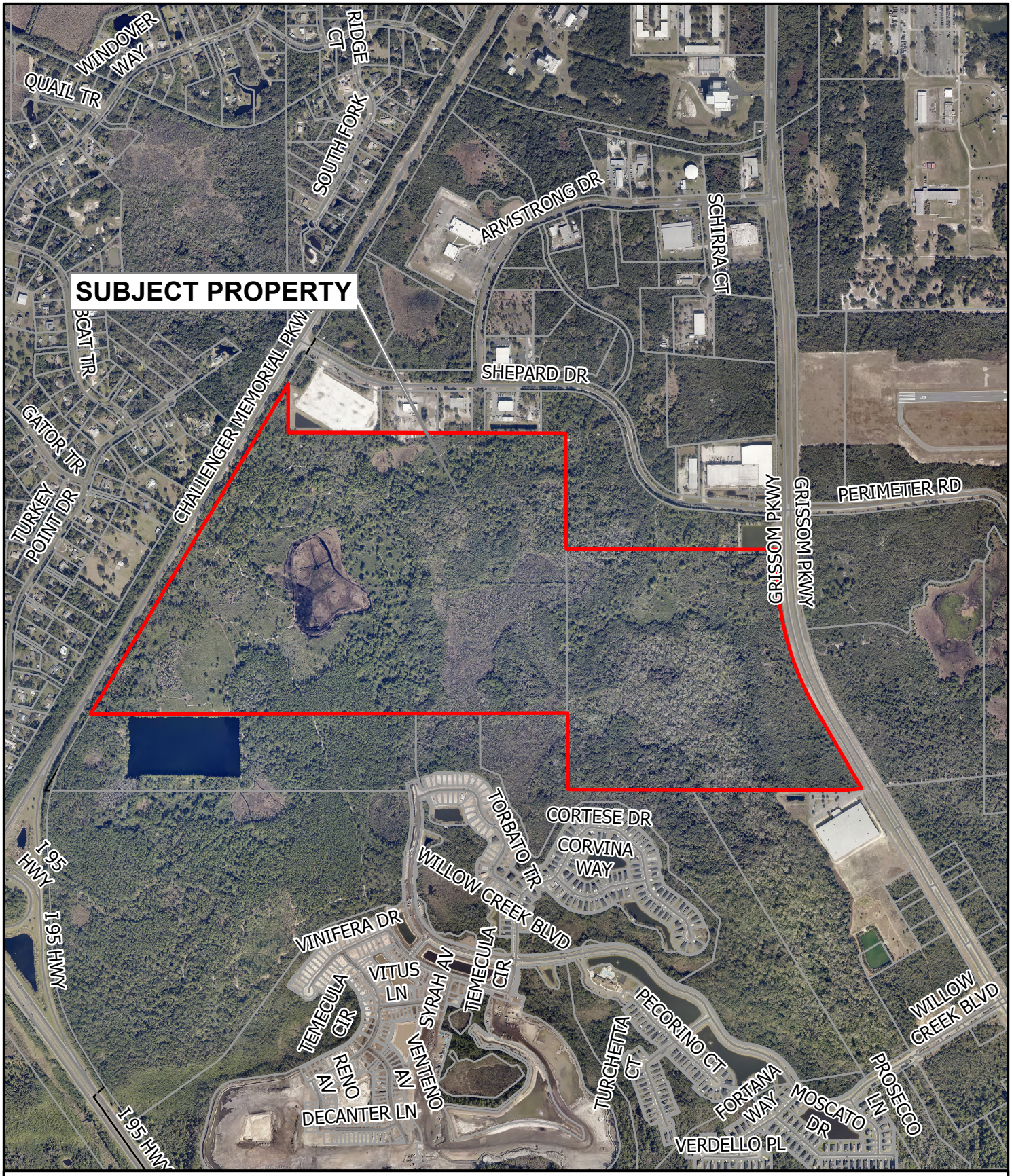
Attachment D:

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 3 62.51 AC
PHASE 1 98.96 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



Aerial 2025

CPA #1-2026

0 750 1,500 3,000 Feet

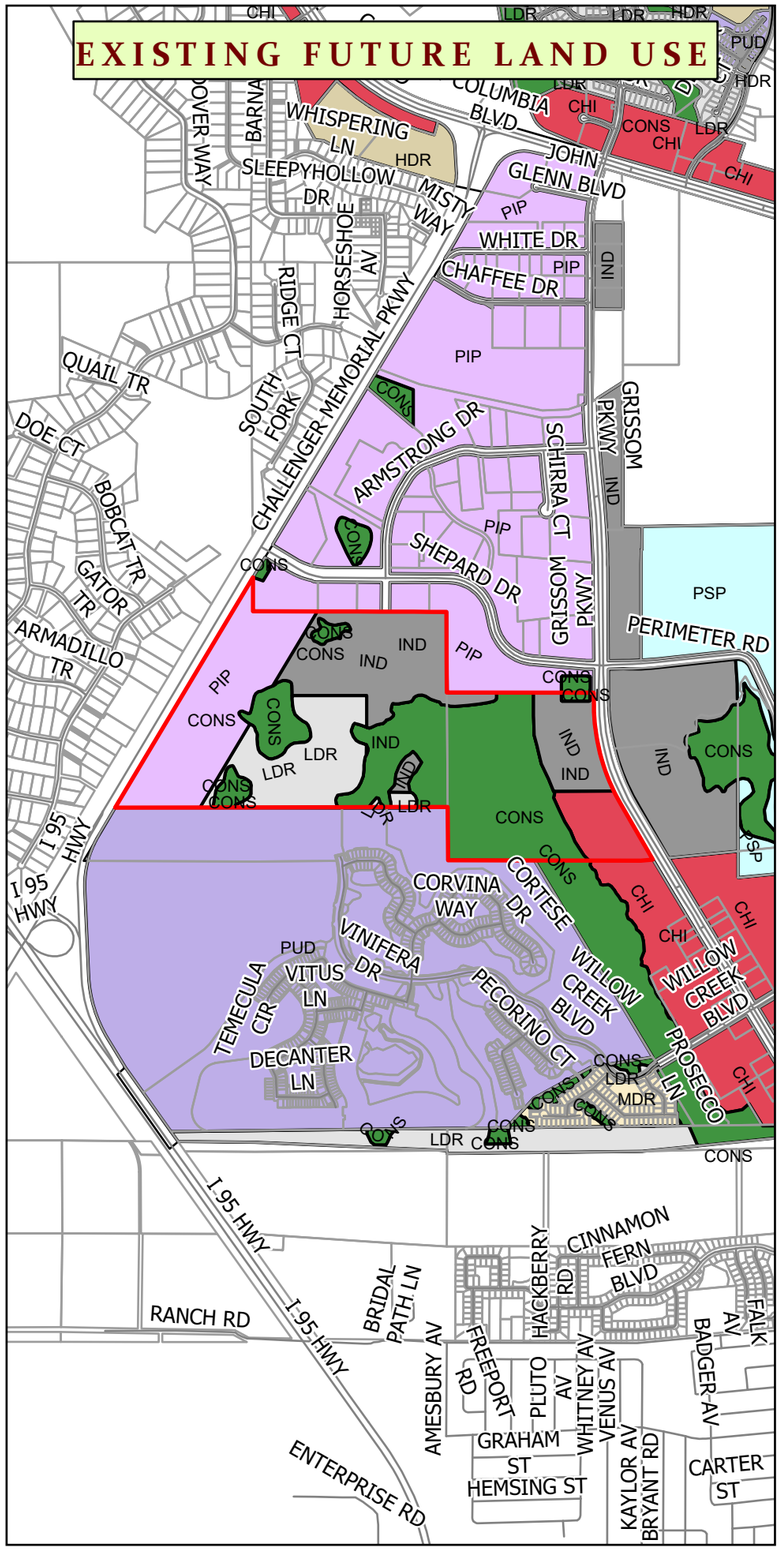
Community Development Department

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

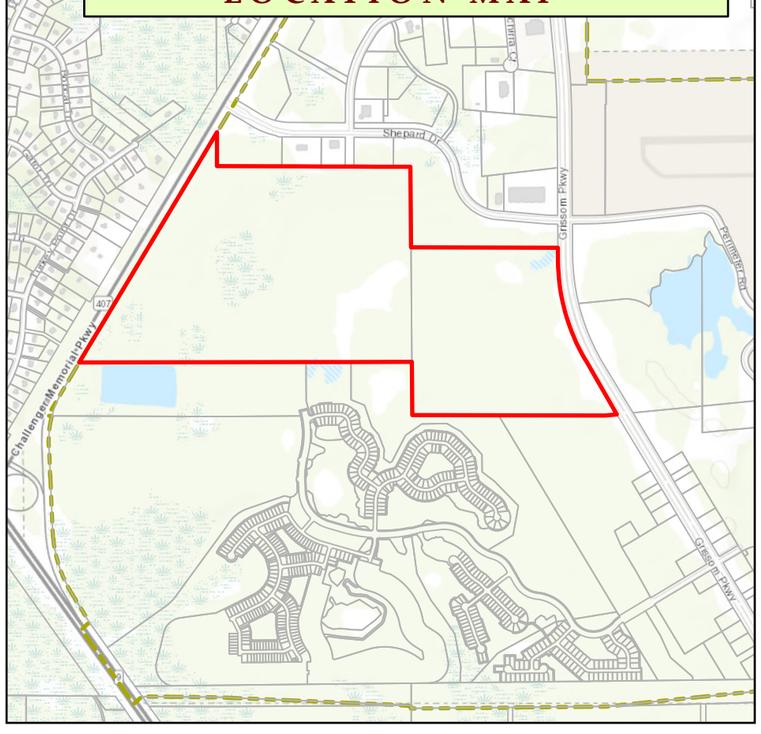
N
W E
S

ProposedFLU_Upda

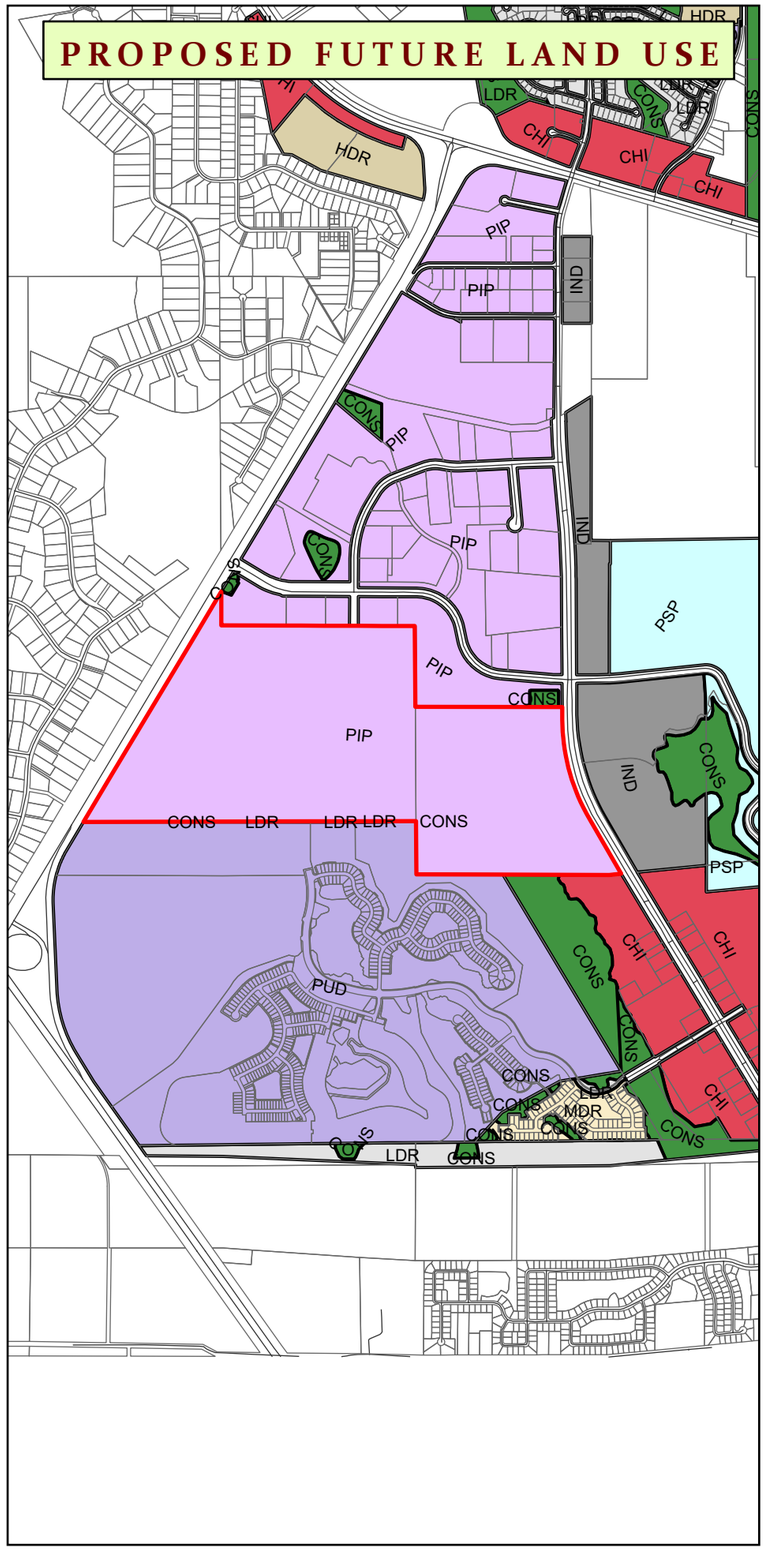
- Commercial-High Intensity
- Commercial-Low Intensity
- Conservation
- Downtown Mixed Use
- Educational
- High Density Residential
- Industrial
- Low Density Residential
- Medium Density Residential
- Planned Industrial Park
- Planned Unit Development
- Public/Semi-Public
- Recreational
- Regional Mixed Use
- Residential One
- Residential Two
- Shoreline Mixed
- US-1 Corridor
- Urban Mixed Use

0 2,100 4,200 8,400 Feet

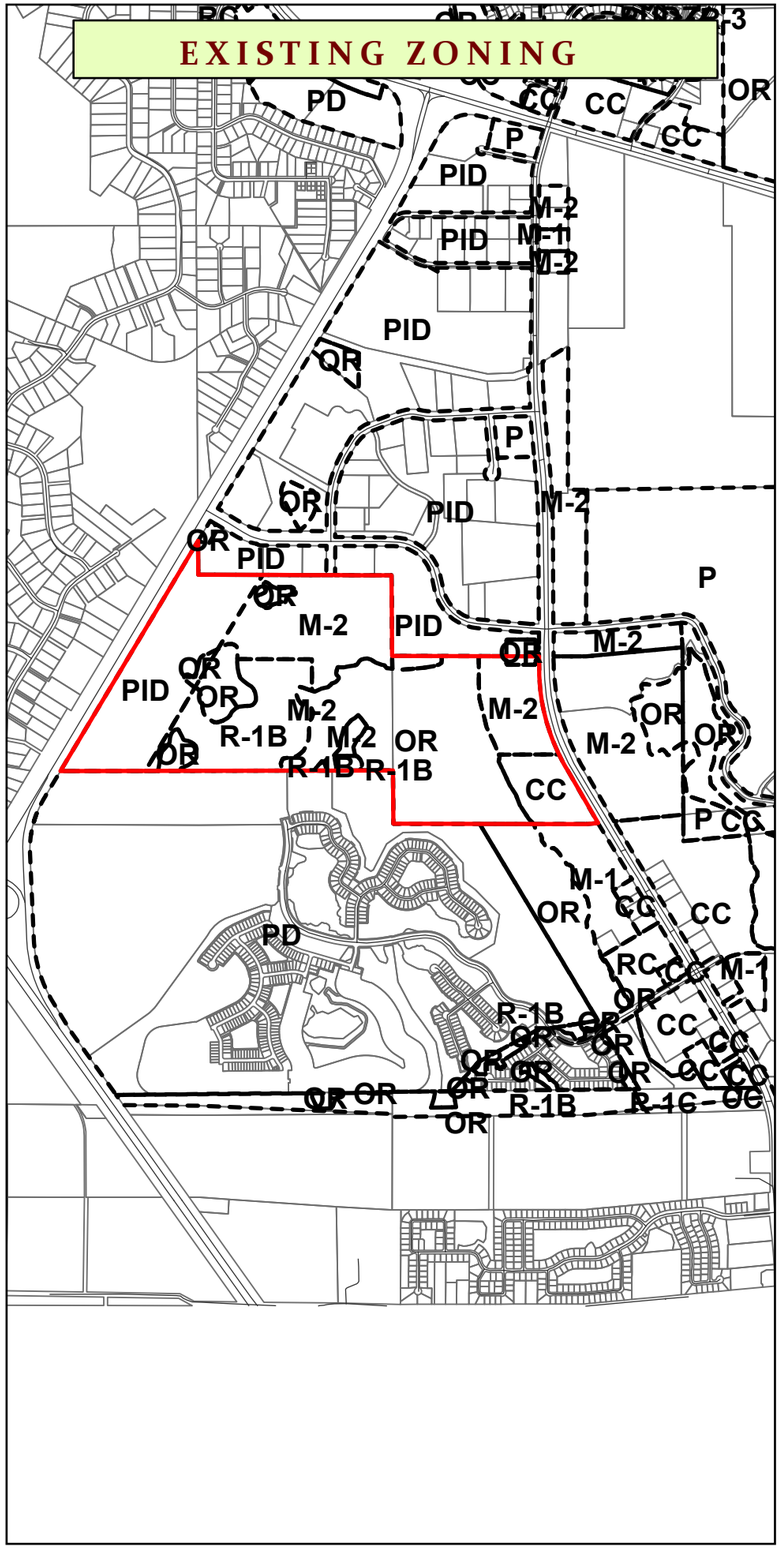
LOCATION MAP



PROPOSED FUTURE LAND USE



EXISTING ZONING



SSA #X-20XX

EXISTING ZONING ACREAGE

R-1B: AC

PROPOSED ZONING ACREAGE

R-3: AC

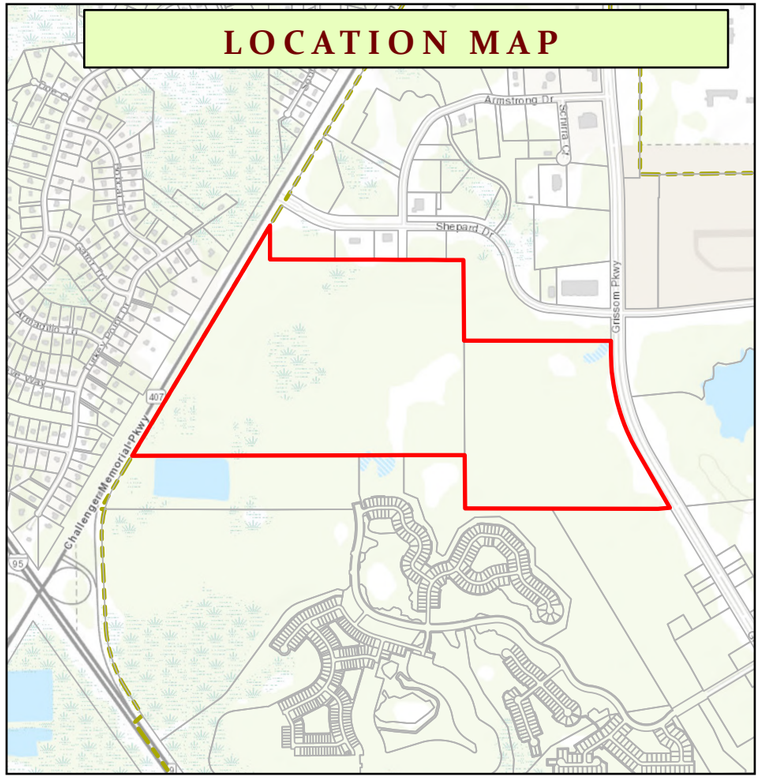
N

W E

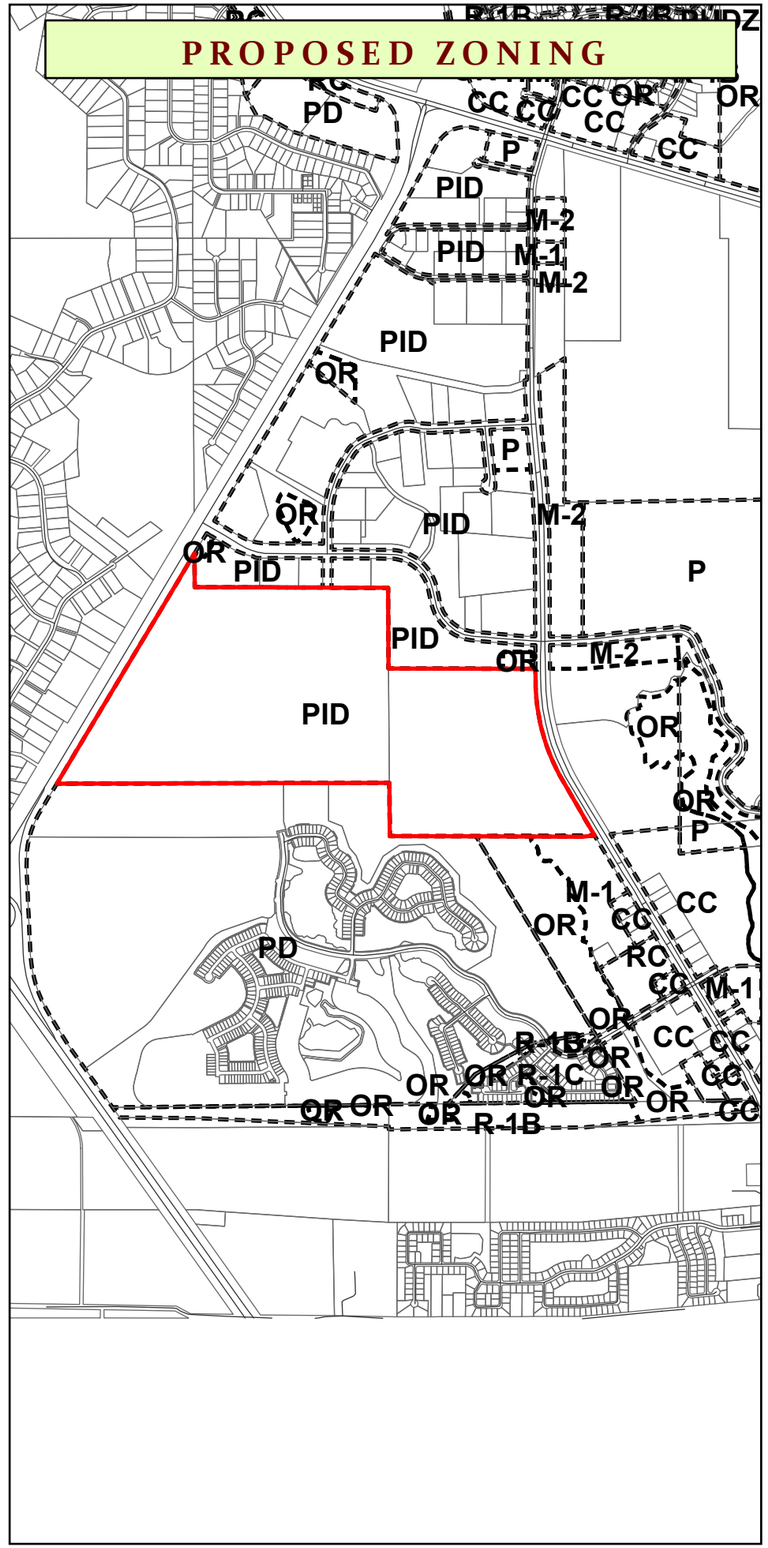
S

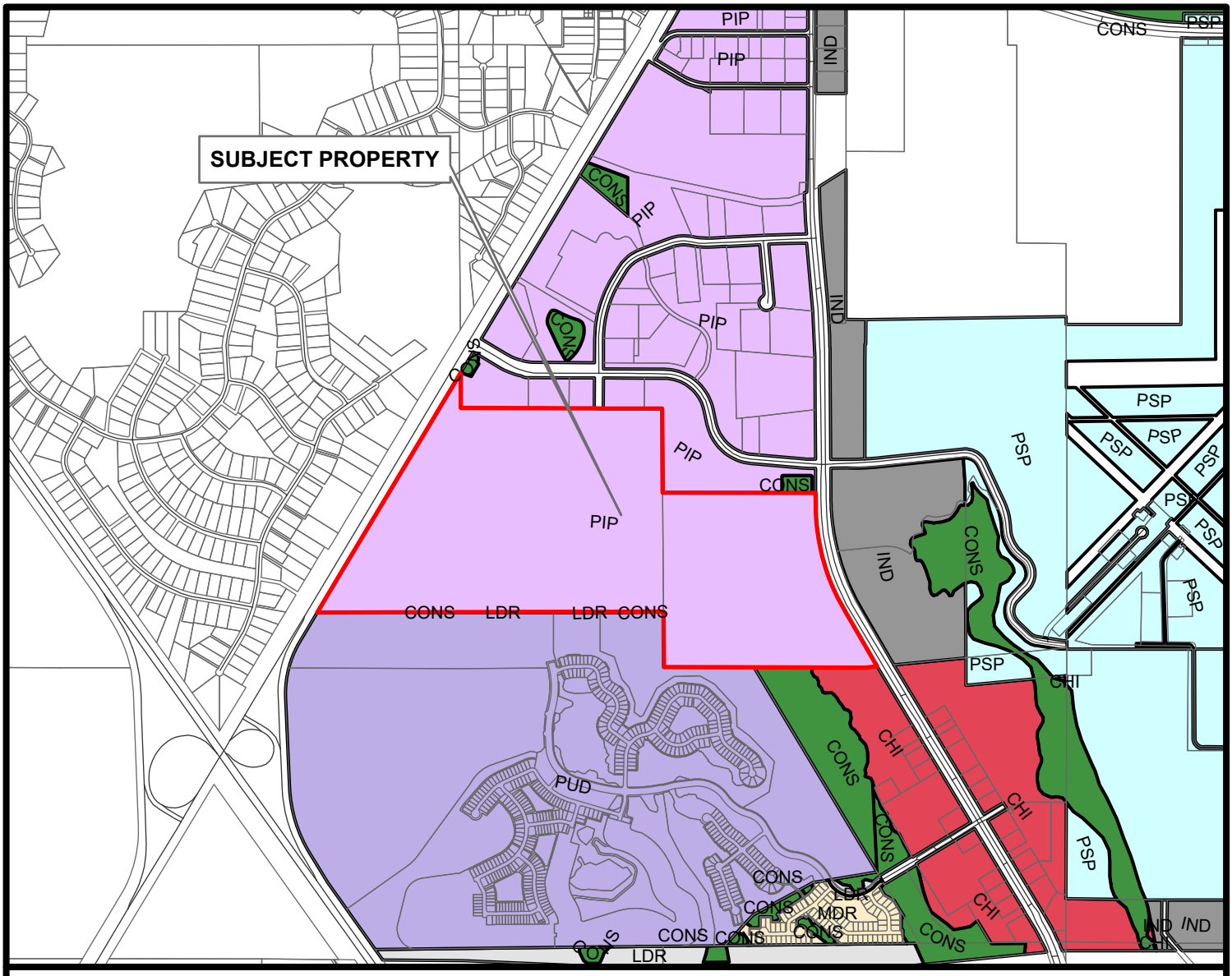
0 2,050 4,100 8,200 Feet

LOCATION MAP



PROPOSED ZONING





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

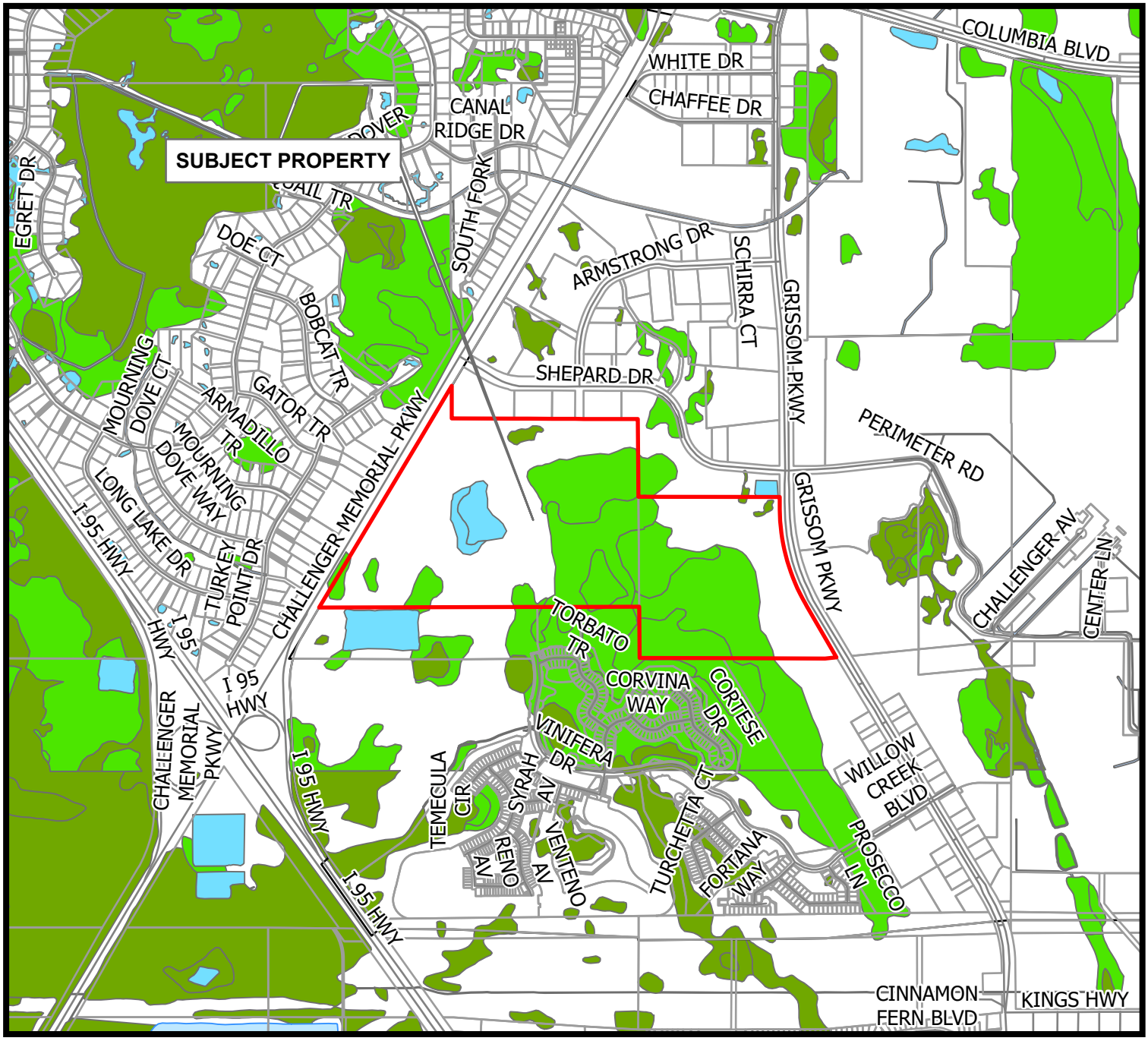
Local Roads

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

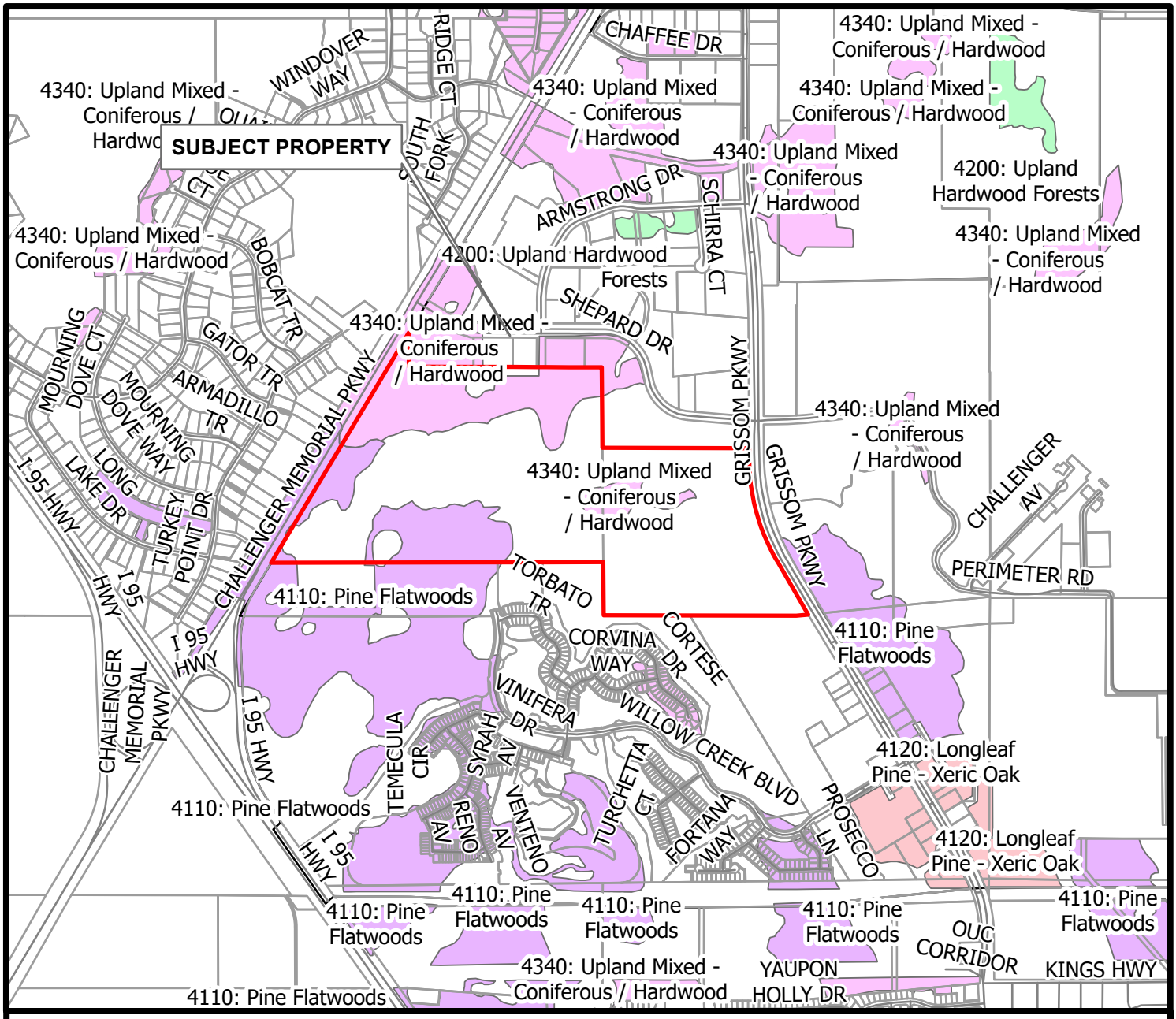
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine

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

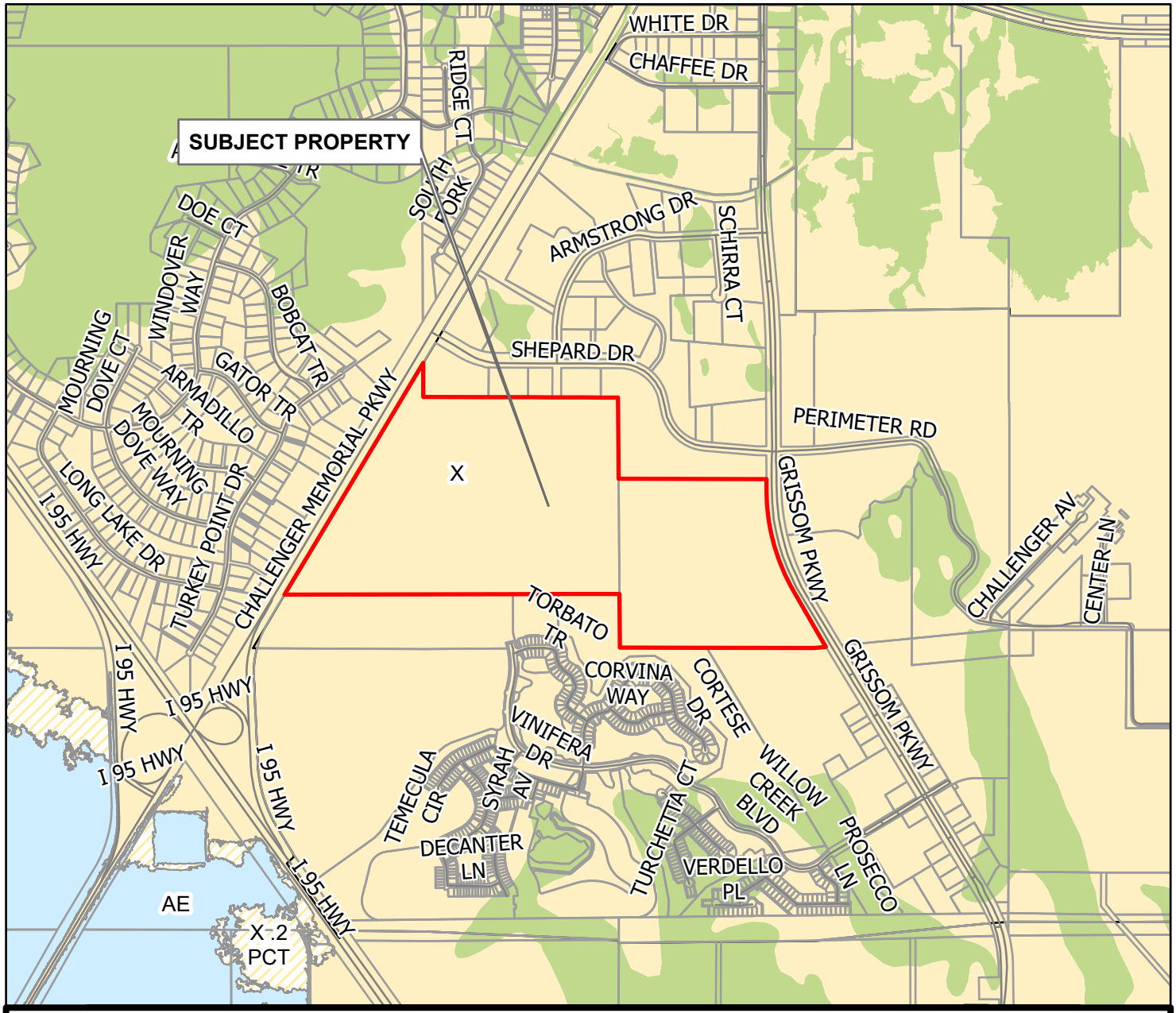
0 1,000 2,000 4,000 Feet

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

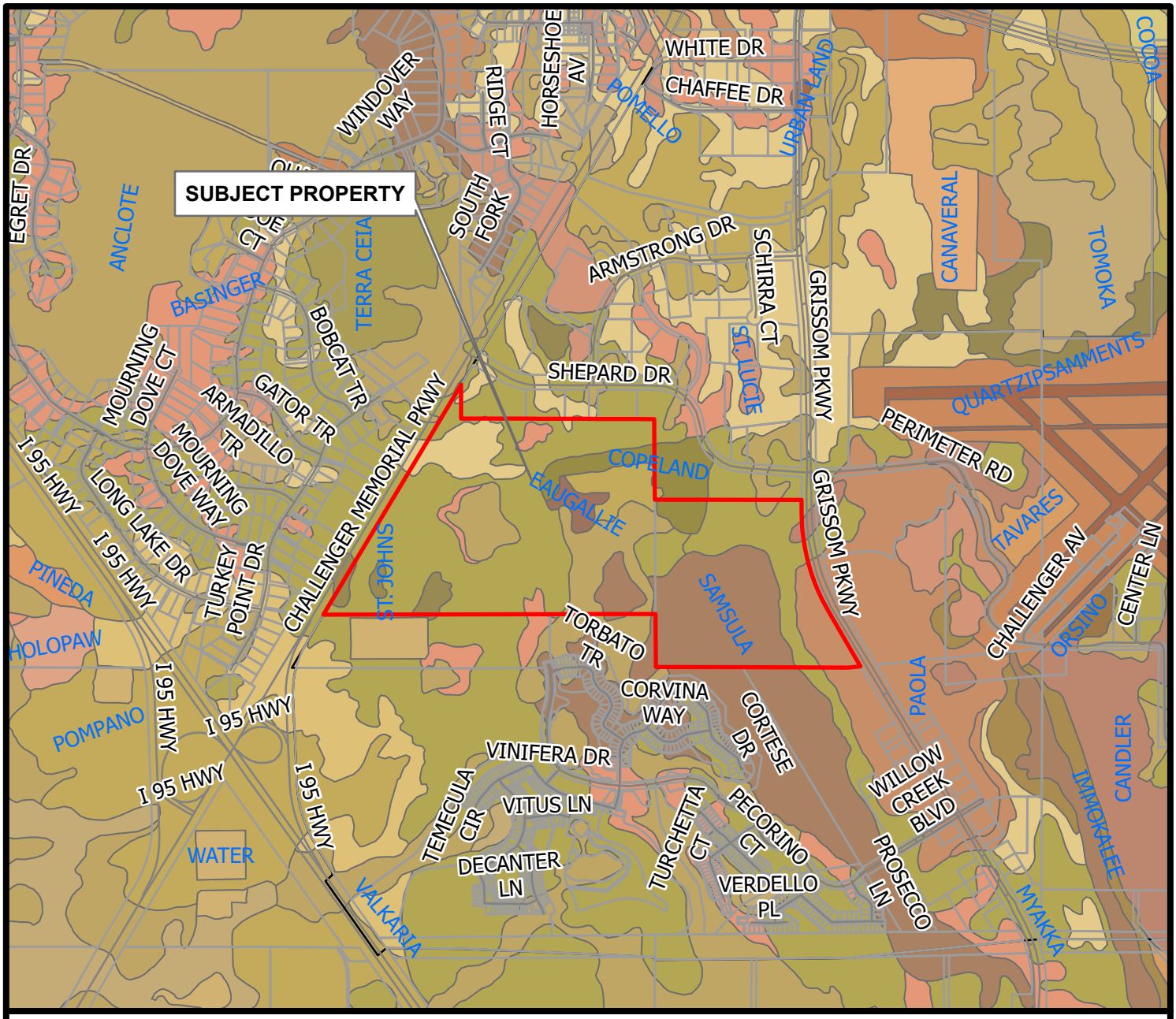
N W E S

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)

City of Titusville, Florida
Business Impact Estimate

This form should be included in the City Council agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Titusville website by the time notice of the proposed ordinance is published, excluding the exceptions provided in 166.041(4), Florida Statutes.

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING ORDINANCE NO. 60-1988, WHICH ADOPTED THE COMPREHENSIVE PLAN OF THE CITY OF TITUSVILLE, BY ADOPTING COMPREHENSIVE PLAN AMENDMENT 2-2026 AND AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN BY CHANGING POLICY 1.8.14 TO ADD THE MAXIMUM INTENSITY THRESHOLDS FOR THE SPACE COAST INNOVATION PHASE 3 DEVELOPMENT ON +/-353.55 ACRES OF PROPERTY HAVING BREVARD COUNTY PARCEL ID NOS. 23-35-04-00-7 AND 23-35-03-BB-*-225; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with Section 166.041(4*), Florida Statutes*. If one or more boxes are checked below, this means the City of Titusville is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
    b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the county;
    c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;

[1] See Section 166.041(4)(c), Florida Statutes.

d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
e. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Titusville hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Titusville, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Titusville regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of Titusville staff solicited comments from businesses in the City of Titusville as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of Titusville website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*]

City of Titusville, Florida
Business Impact Estimate

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AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING ORDINANCE NO. 60-1988, WHICH ADOPTED THE COMPREHENSIVE PLAN OF THE CITY OF TITUSVILLE, BY AMENDING THE FUTURE LAND USE DESIGNATION ON PROPERTY LOCATED SOUTH OF SHEPARD DRIVE, EAST OF S.R. 407, AND WEST OF GRISSOM PARKWAY FROM THE INDUSTRIAL, LOW DENSITY RESIDENTIAL, CONSERVATION, COMMERCIAL HIGH INTENSITY, AND PLANNED INDUSTRIAL PARK FUTURE LAND USE DESIGNATIONS TO THE PLANNED INDUSTRIAL PARK FUTURE LAND USE DESIGNATION ON +/-353.55 ACRES OF PROPERTY HAVING BREVARD COUNTY PARCEL ID NOS. 23-35-04-00-7 AND 23-35-03-BB-*-225; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE.

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- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the county;

[1] See Section 166.041(4)(c), Florida Statutes.

c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
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City of Titusville, Florida
Business Impact Estimate

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AN ORDINANCE AMENDING ORDINANCE NO. 5-1993 OF THE CITY OF TITUSVILLE, FLORIDA, BY AMENDING THE ZONING MAP REFERENCED THEREIN BY CHANGING THE ZONING CLASSIFICATION ON PROPERTY LOCATED SOUTH OF SHEPARD DRIVE, EAST OF S.R. 407, AND WEST OF GRISSOM PARKWAY FROM INDUSTRIAL (M-2), SINGLE-FAMILY MEDIUM DENSITY (R-1B), OPEN SPACE AND RECREATION (OR), COMMUNITY COMMERCIAL (CC), AND PLANNED INDUSTRIAL DEVELOPMENT (PID) ZONING TO PLANNED INDUSTRIAL DEVELOPMENT (PID) ZONING WITH MASTER PLAN ON +/-353.55 ACRES OF PROPERTY HAVING BREVARD COUNTY PARCEL ID NOS. 23-35-04-00-7 AND 23-35-03-BB-*-225; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE.

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  b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the county;

[1] See Section 166.041(4)(c), Florida Statutes.

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Reviewed 9/10/26
PT

CITY OF TITUSVILLE NOTICE OF LAND USE AND REZONING CHANGE AND PUBLIC HEARINGS AND PROPOSED ENACTMENT OF TITUSVILLE CITY ORDINANCES WITH RESPECT THERETO

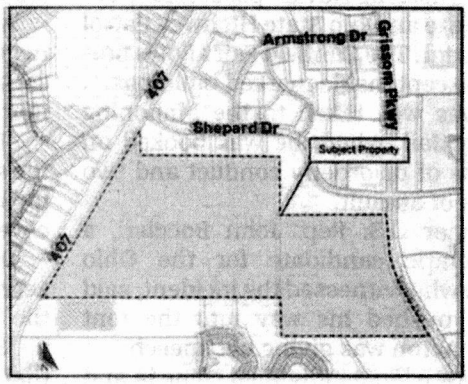
PLEASE TAKE NOTICE that at a regular meeting of the Titusville City Council to be held on **Tuesday, October 13, 2026,** in the Council Chamber on the second floor of City Hall, 555 South Washington Avenue, Titusville, FL 32796, **commencing at 6:30 p.m.**, the City of Titusville City Council will hold a public hearing to consider adopting the following proposed ordinances amending the City's Comprehensive Plan and to change the permitted use of land and zoning within the area shown on the map below, as related to **Comprehensive Plan Amendment Application Nos. 1-2026 and 2-2026.** At the same meeting, the City Council proposes to enact the following ordinances:

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING ORDINANCE NO. 60-1988, WHICH ADOPTED THE COMPREHENSIVE PLAN OF THE CITY OF TITUSVILLE, BY ADOPTING COMPREHENSIVE PLAN AMENDMENT 2-2026 AND AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN BY CHANGING POLICY 1.8.14 TO ADD THE MAXIMUM INTENSITY THRESHOLDS FOR THE SPACE COAST INNOVATION PHASE 3 DEVELOPMENT ON +/-353.55 ACRES OF PROPERTY HAVING BREVARD COUNTY PARCEL ID NOS. 23-35-04-00-7 AND 23-35-03-BB-*-225; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING ORDINANCE NO. 60-1988, WHICH ADOPTED THE COMPREHENSIVE PLAN OF THE CITY OF TITUSVILLE, BY AMENDING THE FUTURE LAND USE DESIGNATION ON PROPERTY LOCATED SOUTH OF SHEPARD DRIVE, EAST OF S.R. 407, AND WEST OF GRISSOM PARKWAY FROM THE INDUSTRIAL, LOW DENSITY RESIDENTIAL, CONSERVATION, COMMERCIAL HIGH INTENSITY, AND PLANNED INDUSTRIAL PARK FUTURE LAND USE DESIGNATIONS TO THE PLANNED INDUSTRIAL PARK FUTURE LAND USE DESIGNATION ON +/-353.55 ACRES OF PROPERTY HAVING BREVARD COUNTY PARCEL ID NOS. 23-35-04-00-7 AND 23-35-03-BB-*-225; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE.

AN ORDINANCE AMENDING ORDINANCE NO. 5-1993 OF THE CITY OF TITUSVILLE, FLORIDA, BY AMENDING THE ZONING MAP REFERENCED THEREIN BY CHANGING THE ZONING CLASSIFICATION ON PROPERTY LOCATED SOUTH OF SHEPARD DRIVE, EAST OF S.R. 407, AND WEST OF GRISSOM PARKWAY FROM INDUSTRIAL (M-2), SINGLE-FAMILY MEDIUM DENSITY (R-1B), OPEN SPACE AND RECREATION (OR), COMMUNITY COMMERCIAL (CC), AND PLANNED INDUSTRIAL DEVELOPMENT (PID) ZONING TO PLANNED INDUSTRIAL DEVELOPMENT (PID) ZONING WITH MASTER PLAN ON +/-353.55 ACRES OF PROPERTY HAVING BREVARD COUNTY PARCEL ID NOS. 23-35-04-00-7 AND 23-35-03-BB-*-225; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE.

PROPOSED FUTURE LAND USE MAP AMENDMENT AND 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.

PLEASE ALSO TAKE NOTICE that on **Wednesday, September 16, 2026**, at a meeting **commencing at 6:00 p.m.,** the Planning and Zoning Commission, acting as Local Planning Agency, will hold a public hearing to hear interested persons with regard to the proposed amendments to the City of Titusville Comprehensive Plan and the proposed ordinances for recommendation to the City Council. This meeting and the public hearings will be held in the Council Chamber on the second floor of City Hall, 555 S. Washington Avenue, Titusville, FL 32796.

The proposed Comprehensive Plan Amendment application and ordinances may be inspected by the public at 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 Amendments and proposed ordinances.

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 request that the physically handicapped person desires to attend the meeting to the City Clerk's Office.

Wanda F. Wells, MMC, City Clerk, City of Titusville, 555 South Washington Avenue,
Post Office Box 2806, Titusville, Florida 32781-2806,
Phone 321-567-3686 AND Fax 321-383-5704

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Florida Today
Reviewed 9/10/2026
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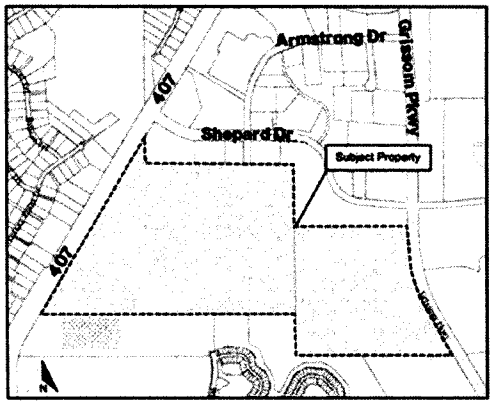

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Post Office Box 2806, Titusville, Florida 32781-2806,
Phone 321-567-3686 AND Fax 321-383-5704

BRE44610606

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Ordinance No. 41-2026 - Police and Fire Pension Multiplier Adjustment and DROP II Account Earnings**

Department/Office: Human Resources

Recommended Action:

Conduct the first reading of Ordinance No. 41-2026 — Amending Chapter 15, Pensions and Retirement, Article III, Police Officers' and Firefighters' Pension Plan, of the Code of Ordinances of the City of Titusville; Amending Division 5, Section 15-222, Providing for Increased Monthly Retirement Benefit; Amending Division 5, Section 15-233, Amending DROP II Account Earnings Calculations; Repealing All Ordinances in conflict herewith; Providing for Severability of Provisions and Providing an Effective Date. **(The public hearing is scheduled for the regular City Council meeting on October 27, 2026, at 6:30 p.m.)**

Summary Explanation & Background:

The changes to the Police Officers' and Firefighters' Pension Plan include:

(1) Effective January 1, 2027, the monthly retirement benefit shall equal three (3%) of a member's Average Final Compensation for all years of accrued Credited Service. Members who have terminated employment, or elected to participate in DROP II, prior to January 1, 2027, shall have their respective benefits determined per the benefit structure in effect and described at the time of their termination or entry into DROP II. The benefit change was collectively bargained between the City and the International Association of Firefighters' Local 2445 and the Florida State Lodge Fraternal Order of Police Inc. Based on the Actuarial Impact Statement, the City's annual contribution is projected to increase by approximately $1,256,711.

(2) DROP II account earnings. This revision is an Actuary recommendation. Effective upon enactment, for current and future Members, whose participation in the DROP II terminates on or after such date, their final DROP II account value shall be determined in the same manner as the annual September 30 account valuation, except that such calculation shall be pro-rated on a quarterly basis using the most recent calendar quarter ending immediately prior to the Member's termination of employment and DROP II exit date. The DROP II return cannot exceed the actuarial investment return assumption as adopted by the Board (7.25%) and cannot be lower than 0%.

It is recommended that City Council conduct the first reading of Ordinannce No. 41-2026

Alternatives:
Do not approve this Ordinance.

Item Budgeted:
Yes.

Source/Use of Funds/Budget Book Page:
An Actuarial Impact Statement including the cost impact of the Ordinance will be prepared by the Board's Actuary for the Police Officers' and Firefighters' Retirement Plan.

Strategic Plan:
No. 3 Financial Stability

Strategic Plan Impact:
By taking steps to improve a competitive benefits package, the City can help attract, reward and retain the City's First Responders. Also, the Pension Board's Actuary recommends clarifying the manner in which earnings are calculated to the members' DROP accounts.

ATTACHMENTS:
1. TPFP - Ord Amendment CBAs 22July2026
2. Titusville_P&F_Actuarial_Impact_Statement_October_2026

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING CHAPTER 15, PENSIONS AND RETIREMENT, ARTICLE III, POLICE OFFICERS' AND FIREFIGHTERS' PENSION PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF TITUSVILLE; AMENDING DIVISION 5, SECTION 15-222, PROVIDING FOR INCREASED MONTHLY RETIREMENT BENEFIT; AMENDING DIVISION 5, SECTION 15-233, AMENDING DROP II ACCOUNT EARNINGS CALCULATIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY OF PROVISIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Titusville and the Florida State Lodge Fraternal Order of Police ("FOP") Inc., representing member ranks of Police Officer, Corporal, Sergeant and Dispatcher, have negotiated new terms to be included in the governing Collective Bargaining Agreement effective October 1, 2025, through September 30, 2028, that include certain changes to pension benefits as provided for herein; and

WHEREAS, and the International Association of Firefighters (IAFF), Local 2445, have negotiated new terms to be included in the governing Collective Bargaining Agreement effective October 1, 2025, through September 30, 2028, that include certain changes to pension benefits as provided for herein; and

WHEREAS, the Board of Trustees of the City of Titusville Police Officers' and Firefighters' Pension Plan ("Pension Plan") desires to clarify the method for calculating earnings accrued to be included in the final DROP II account balance of participants who terminate employment prior to the fiscal year end on September 30th; and

WHEREAS, an amendment to the Pension Plan is necessary to permit such new obligations and conditions; and

WHEREAS, the Board of Trustees of the Pension Plan have requested and approved such amendments to be in the best interest of the participants and beneficiaries as well as serving to improve the administration of the Pension Plan; and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to these changes to the Pension Plan; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the City of Titusville to amend its code of ordinances as set forth hereinafter; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

Section 1. Chapter 15, Pensions and Retirement, Article III, Police Officers' and Firefighters' Pension Plan, Division 5, Section Sec. 15-222 - Benefits effective June 30, 2013, of the Titusville Police Officers' and Firefighters' Pension Plan is hereby amended as follows:

Sec. 15-222. - Benefits effective June 30, 2013.

[…]

(b) *Benefit amounts and eligibility.*

[…]

(2) *Normal retirement benefit.* A member retiring on or after the normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and which shall be continued thereafter during the member's lifetime, ceasing

upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal two and one-half (2.5) percent of average final compensation for each year of credited service earned on or after June 30, 2013. Effective October 1, 2023, for all new hires and members actively employed on this date, excluding current participants in the DROP II, the monthly retirement benefit shall equal two and three-quarters (2.75) percent of a member's average final compensation for each year of accrued credited service earned on or after June 30, 2013. Notwithstanding, effective January 1, 2027, for all members hired on or after the effective date and all members currently employed on this date, excluding current participants in the DROP II, the monthly retirement benefit multiplier shall equal three (3%) percent of a Member's Average Final Compensation for all years of accrued Credited Service. Members who have terminated employment, or elected to participate in the DROP II, prior to January 1, 2027, shall have their respective benefits determined per the benefit structure in effect and described herein at the time of their termination or entry into the DROP II.

Section 2. Chapter 15, Pensions and Retirement, Article III, Police Officers' and Firefighters' Pension Plan, Division 5, Section 15-233, Deferred retirement option plan, of the Titusville Police Officers' and Firefighters' Pension Plan is hereby amended as follows:

Section 15-233. - Deferred retirement option plan.

[…]

(g) *Deferred retirement option plan II (DROP II).*

[…]

(7) *DROP II account earnings.*

a. After each fiscal year end, the average daily balance in a member's DROP II account shall be credited or debited at a rate equal to the actual net rate of investment return realized by the retirement system for that fiscal year minus two hundred (200) basis points (i.e., two (2) percent). Notwithstanding, a member's DROP II account crediting shall not exceed the pension plan's then current actuarial investment

return assumption as adopted by the board. A member's DROP II account shall in no event be credited or debited with a net investment return lower than zero (0) percent on any single fiscal years' performance return. Members who exit DROP II prior to the fiscal year end, shall have their DROP II accounts credited or debited with the most recent quarterly net investment return immediately prior to such member's separation as well as any monthly retirement benefits, as provided here in subsection (6), for each eligible month from such quarter end through such member's DROP II exit date. "Net investment return" for the purpose of this paragraph is the total return on the retirement system's assets net of investment management fees, brokerage commissions and transaction costs. A member's final DROP II account value for distribution upon termination of participation in the DROP II and separation of employment shall be the value of the account determined as of the September 30th immediately prior to the member's DROP II exit date plus all monthly DROP II benefit allocations subsequent to that date until the final account balance is distributed. There shall be no earnings or losses either credited or debited from member DROP II accounts as of the September 30th immediately prior to the member's DROP II exit date. Effective October 1, 2025, a member's final DROP II account value for distribution upon termination of participation in the DROP II and separation of employment shall be the value of the account determined as of the most recent quarterly net investment return immediately prior to such member's separation plus all monthly DROP II benefit allocations subsequent to that date until the final account balance is distributed. Effective upon enactment, for current and future Members whose participation in the DROP II terminates on or after such date, their final DROP II account value shall be determined in the same manner as the annual September 30th account valuation described herein, except that such calculation shall be pro-rated on a quarterly basis using the most recent calendar quarter ending immediately prior to the Member's termination of employment and DROP II exit date.

SECTION 3. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Titusville, and the Sections of this Ordinance may be re-numbered or re-lettered to accomplish such intent. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

SECTION 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this Ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this Ordinance are declared severable.

SECTION 6. This Ordinance shall be effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

PASSED AND ADOPTED THIS _____ day of _____, 2026.

_____
MAYOR ANDREW CONNORS

ATTEST:

_____
WANDA WELLS, CITY CLERK

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

October 5, 2026

Via Email
Board of Trustees
City of Titusville
Police Officers' and Firefighters' Pension Board

Re: City of Titusville Police Officers' and Firefighters' Pension Plan

Dear Board:

Enclosed is the following material, which has been prepared in support of the proposed changes to the Fund:

1. The required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.

2. Draft of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Police Officers' and Firefighters' Retirement Trust Funds.

It will be necessary for the Chairman to sign the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement, along with a copy of the proposed Ordinance, to the two Bureaus prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,

Douglas H. Lozen, EA, MAAA

Cc via email: Pedro Herrera, Plan Attorney

Enclosure

13420 Parker Commons Blvd., Suite 104 Fort Myers, FL 33912 · (239) 433-5500 · Fax (239) 481-0634 · www.foster-foster.com

Mr. Steve Bardin
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Bardin:

The City of Titusville is considering the implementation of amended retirement benefits for its Firefighters and Police Officers. The changes are described in the enclosed material.

Pursuant to the provisions of Chapters 175 and 185, we are enclosing the required Actuarial Impact Statement along with a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of Titusville is considering the implementation of amended retirement benefits for its Firefighters and Police Officers. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) and a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF TITUSVILLE
POLICE OFFICERS' AND FIREFIGHTERS' PENSION PLAN

ACTUARIAL IMPACT STATEMENT

October 5, 2026

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

1.) Effective January 1, 2027, for all Members hired on or after the effective date and all Members currently employed on this date, excluding current participants in the DROP II, the monthly retirement benefit multiplier shall equal 3.00% of a Member's Average Final Compensation for all years of Credited Service.

2.) Effective upon enactment, for current and future Members whose participation in the DROP II terminated on or after such date, their final DROP II account value shall be determined in the same manner as the annual September 30th account valuation, except that such calculation shall be pro-rated on a quarterly basis using the most recent calendar quarter ending immediately prior to the Member's termination and DROP II exit date.

The cost impact, determined as of October 1, 2025, applicable to the fiscal year ending September 30, 2027, is as follows:

	Proposed	Current
Minimum Required Contribution	$6,104,768	$4,848,057
Member Contributions (Est.)	952,193	952,193
City And State Required Contribution	5,152,575	3,895,864
State Contribution (Est.) [1]	1,233,582	1,233,582
City Required Contribution [2]	$3,918,993	$2,662,282

[1] Represents the amount received in calendar 2025. Pursuant to Ordinance 6-2017, the annual Chapter 175 and 185 Premium Tax Monies will be equally shared between the Membership Share Plan and City funding credit once the funded ratio (actuarial value of assets divided by the actuarial accrued liability) reaches or exceeds 90% as of the most recent actuarial valuation; this sharing will occur in the year following attainment of the 90% ratio. As of the October 1, 2025 valuation date, the funded ratio is 74.5%.

CITY OF TITUSVILLE
POLICE OFFICERS' AND FIREFIGHTERS' PENSION PLAN

ACTUARIAL IMPACT STATEMENT

October 5, 2026

Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2025 actuarial valuation report. In performing this Actuarial Impact Statement, we were provided with all necessary information to evaluate the changes. It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Please note that contents of this analysis and the October 1, 2025 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2025 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.



Douglas H. Lozen, EA, MAAA
Enrolled Actuary #26-7778

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed Ordinance.

_____
Chairman, Board of Trustees

VALUATION RESULTS

PRINCIPAL VALUATION RESULTS

	New Benefits	Old Benefits
Valuation Date	10/1/2025	10/1/2025
PARTICIPANT DATA		
Actives	166	166
Service Retirees	100	100
DROP Retirees	3	3
Beneficiaries	23	23
Disability Retirees	15	15
Terminated Vested	62	62
Total	369	369
Projected Annual Payroll	12,285,364	12,285,364
Annual Rate of Payments to:		
Service Retirees	3,903,059	3,903,059
DROP Retirees	186,293	186,293
Beneficiaries	557,735	557,735
Disability Retirees	427,604	427,604
Terminated Vested	370,781	370,781
ASSETS		
Actuarial Value (AVA) [1]	78,200,957	78,200,957
Market Value (MVA) [1]	84,986,367	84,986,367
LIABILITIES		
Present Value of Benefits		
Actives		
Retirement Benefits	51,169,118	41,840,890
Disability Benefits	4,330,618	4,313,110
Death Benefits	599,063	530,539
Vested Benefits	4,311,680	3,448,101
Refund of Contributions	544,604	544,604
Service Retirees	43,959,738	43,959,738
DROP Retirees [1]	3,269,436	3,269,436
Beneficiaries	5,597,861	5,597,861
Disability Retirees	5,242,588	5,242,588
Terminated Vested	3,347,748	3,347,748
Share Plan Balances [1]	2,132,078	2,132,078
Total	124,504,532	114,226,693

Valuation Date	New Benefits 10/1/2025	Old Benefits 10/1/2025
LIABILITIES (CONTINUED)		
Present Value of Future Salaries	108,043,434	108,043,434
Present Value of Future Member Contributions	7,563,040	7,563,040
Normal Cost (Retirement)	1,741,426	1,487,082
Normal Cost (Disability)	272,550	276,077
Normal Cost (Death)	45,158	42,763
Normal Cost (Vesting)	225,026	218,321
Normal Cost (Refunds)	97,646	97,646
Total Normal Cost	2,381,806	2,121,889
Present Value of Future Normal Costs	19,606,997	17,743,830
Accrued Liability (Retirement)	36,339,334	28,831,574
Accrued Liability (Disability)	2,185,823	2,018,862
Accrued Liability (Death)	214,164	165,664
Accrued Liability (Vesting)	2,502,405	1,810,954
Accrued Liability (Refunds)	106,360	106,360
Accrued Liability (Inactives) [1]	61,417,371	61,417,371
Share Plan Balances [1]	2,132,078	2,132,078
Total Actuarial Accrued Liability (EAN AL)	104,897,535	96,482,863
Unfunded Actuarial Accrued Liability (UAAL)	26,696,578	18,281,906
Funded Ratio (AVA / EAN AL)	74.5%	81.1%

ACTUARIAL PRESENT VALUE OF ACCRUED BENEFITS

Valuation Date	New Benefits 10/1/2025	Old Benefits 10/1/2025
Vested Accrued Benefits		
Inactives + Share Plan Balances [1]	63,549,449	63,549,449
Actives	17,211,211	12,003,930
Member Contributions	5,496,425	5,496,425
Total	86,257,085	81,049,804
Non-vested Accrued Benefits	2,479,637	2,727,671
Total Present Value Accrued Benefits (PVAB)	88,736,722	83,777,475
Funded Ratio (MVA / PVAB)	95.8%	101.4%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	4,959,247	
Benefit Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	0	
Total	4,959,247	

CONTRIBUTION REQUIREMENTS

	New Benefits	Old Benefits
Valuation Date	10/1/2025	10/1/2025
Applicable to Fiscal Year Ending	9/30/2027	9/30/2027

CALCULATION OF CONTRIBUTION REQUIREMENT

Normal Cost [2]	$2,637,215	$2,349,426
Administrative Expenses [2]	147,700	147,700
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 15 years (as of 10/1/2025) [2]	3,319,853	2,350,931
Minimum Required Contribution	6,104,768	4,848,057
Expected Member Contributions [2]	952,193	952,193
Expected City and State Contribution	5,152,575	3,895,864

[1] The asset values and liabilities include accumulated DROP and Share Plan Balances as of 9/30/2025.

[2] Contributions developed as of 10/1/2025 displayed above have been adjusted to account for assumed salary increase and interest components.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate	**Healthy Active Lives***:* *Female*: PubS-2010 for Employees *Male*: PubS-2010 for Employees, set forward 1 year **Healthy Retiree Lives***:* *Female*: PubS-2010 for Healthy Retirees *Male*: PubS-2010 for Healthy Retirees, set forward 1 year **Beneficiary Lives***:* *Female*: PubG.H-2010 for Healthy Retirees *Male*: PubG.H-2010 for Healthy Retirees, set back 1 year **Disabled Lives***:* *Female*: PubG.H-2010 for Disabled Retirees, set forward 1 years *Male*: PubG.H-2010 for Disabled Retirees All rates are projected generationally with Mortality Improvement Scale MP-2021. We feel this assumption sufficiently accommodates future mortality improvements. The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2024 FRS valuation report for non-special-risk employees.
Interest Rate	7.25% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.
Salary Increases	6.85% for fiscal years 2026 to 2028 and 5.00% thereafter, for all members. This assumption is based on the August 11, 2025 experience study with a Board-approved adjustment to assumed increase rates from that study.

	Assumptions for final salary loads are as follows: **For Members Eligible for Retirement on June 1, 2013:** Projected salary at retirement is increased 25% to account for non-regular compensation. **For Members not eligible for Normal Retirement on June 1, 2013 with at least 10 years of service as of that date:** The projected frozen benefit as of June 1, 2013 includes a 25% load for the final year included in the averaging period. **For Members with less than 10 years of service (and not eligible for Normal Retirement) as of June 1, 2013:** No final salary load is assumed.
Payroll Growth	None.
Administrative Expenses	Based on the average of actual expenses incurred in the prior two fiscal years.
Amortization Method	New UAAL amortization bases are amortized over 15 years; the amortization payment is subject to a minimum based on a 30-year amortization of the UAAL, if the UAAL is positive, in order to comply with Actuarial Standard of Practice No. 4. Bases established prior to the valuation date are adjusted proportionally to match the Expected Unfunded Actuarial Accrued Liability as of the valuation date, in order to align prior year bases with the portion of the current year UAAL associated with prior year sources.
Retirement (Normal and Early)	See tables below. These rates are based on the August 11, 2025 experience study.

% Retiring During the Year (Less Than 25 Years of Service)	
Age	Rate
50	6%
51-54	2%
55	25%
56-58	45%
59+	100%

% Retiring During the Year (>= 25 Years of Service)	
Service	Rate
25	70%
26-28	30%
29	100%

Termination Rates

See table below. These rates are based on the August 11, 2025 experience study.

% Terminating During the Year	
Service	Rate
0-4	16.0%
5-10	4.0%
11+	2.0%

Disability Rates

See sample rates below. These rates are based on the August 11, 2025 experience study. 90% of Disability retirements are assumed to be service-related.

% Becoming Disabled During the Year	
Age	Rate
20	0.16%
25	0.18%
30	0.22%
35	0.27%
40	0.36%
45	0.67%
50	1.25%
55	1.91%
60	2.38%

Asset Smoothing Methodology	The Actuarial Value of Assets is brought forward using the historical four-year geometric average of Market Value Returns (net-of-fees). Over time, this may result in an immaterial bias that is above or below the Market Value of Assets.
Funding Method	Entry Age Normal Cost Method. The following loads are applied for determining the minimum required contribution: Interest - A half year. Salary - A full year. Under this method, the normal cost is the sum of the individual normal costs for all active participants. For an active participant, the normal cost is the participant's normal cost accrual rate, multiplied by the participant's current compensation. The normal cost accrual rate equals: (i) the present value of future benefits for the participant, determined as of the participant's entry age, divided by (ii) the present value of the compensation expected to be paid to the participant for each year of the participant's anticipated future service, determined as of the participant's entry age. In calculating the present value of future compensation, the salary scale is applied both retrospectively and prospectively to estimate compensation in years prior to and subsequent to the valuation year based on the compensation used for the valuation. The accrued liability is the sum of the individual accrued liabilities for all participants and beneficiaries. A participant's accrued liability equals the present value, at the participant's attained age, of future benefits less the present value at the participant's attained age of the individual normal costs payable in the future. Under this method, the entry age used for each active participant is the participant's age at the time he or she would have commenced participation if the plan had always been in existence under current terms, or the age as of which he or she first earns service credits for purposes of benefit accrual under the current terms of the plan.

PLAN PROVISIONS

Most Recent Plan Amendment	Ordinance No. 46-2023
Original Effective Date	December 30, 1966.
Credited Service	Years and fractional parts of years of service with the City as a Police Officer or Firefighter.
Salary	**Before June 29, 2013 (and for Members eligible for Normal Retirement as of that date):** Gross earnings including overtime pay, and tax exempt, tax sheltered or tax deferred items of income. **After June 29, 2013:** *Police Officers:* Base pay, special duty incentives paid, and educational incentive pay (not to exceed $6,750 per year), excluding overtime and all other forms of compensation. *Firefighters:* Base pay, certification and certain types of incentive pay (not to exceed $6,750 per year). Excludes overtime and any other forms of compensation. For purposes of determining the frozen accrued benefit as of June 29, 2013 Salary includes payment of accumulated leave that would have been included in salary if the Member retired prior to June 29, 2013, however the leave balance shall be reduced by leave used subsequent to June 29, 2013.
Average Final Compensation	**Before June 29, 2013 (and for Members eligible for Normal Retirement as of that date):** Average of Salary during the highest three (3) years out of the last ten (10) years. **After June 29, 2013:** Average of Salary during the highest five (5) years out of the last ten (10) years.

Normal Retirement	**Benefit for Service Prior to June 29, 2013:** *Date*: First of the month coinciding with or following the earlier of age 55 and the completion of ten (10) years of Credited Service or the completion of 25 years of Credited Service regardless of age. *Benefit:* 3.0% of Average Final Compensation (Before June 29, 2013) times Credited Service. *Form of Benefit:* Ten Year Certain and Life Annuity (options available). **Benefit Accrued for Service After June 29, 2013:** *Date:* Remains the same for those with at least ten (10) years of service as of this date. Otherwise, first of the month coinciding with or following the earlier of age 55 and the completion of ten (10) years of Credited Service or the completion of 25 years of Credited Service regardless of age. *Benefit:* 2.75% of Average Final Compensation times Credited Service. *Form of Benefit:* Ten Year Certain and Life Annuity (options available). Members eligible for retirement prior to June 29, 2013 will continue to follow the same structure as before these amendments were adopted.
Early Retirement	
Eligibility	With at least 10 years of Credited Service, age 50.
Benefit	Same as for Normal Retirement but reduced 3% per year prior to age 55 to reflect early payment.
Vesting	
Schedule	**Before June 29, 2013:** 0% for first 7 years, 100% after 8 years. **After June 29, 2013:** 100% for 10 years (All Members are 100% vested in their frozen accrued benefit as of June 29, 2013).

Benefit	**Before June 29, 2013:** Frozen vested accrued benefit as of June 29, 2013 paid beginning at age 55. **After June 29, 2013:** Vested Accrued benefit based on Service earned after June 29, 2013. Terminated Vested Members may elect a refund of contributions or a monthly annuity payable upon reaching age 55. Non-vested Members receive a refund of contributions.

Disability

Eligibility	Total and permanent (as determined by the Board). Members covered from date of hire (Service incurred) or after completion of 10 years of Credited Service (Non-Service incurred).
Benefit	Accrued Benefit (determined as for Normal Retirement). Benefit shall not be less than 50% of Average Final Compensation for service incurred disability.
Form of Benefit	Paid for life and ten years certain, or until recovery (as determined by the Board); optional forms of payment are available.
Maximum	Total of Plan and Workers Compensation benefits shall not exceed 100% of Average Monthly Wage.

Cost-of-Living Adjustment

Eligibility	Normal and Early Retirees (and Disability Retirees who otherwise meet the requirements for Normal or Early Retirement at the time of Disability Retirement) hired before June 29, 2013.
Benefit	1.277% automatic lifetime COLA, beginning the first October 1 following one full year of retirement. For Members not eligible for Normal Retirement as of June 29, 2013 shall only apply to credited service earned prior to June 29, 2013.

Death Benefits

Service Incurred	Coverage from date of employment; beneficiary receives greater of accrued benefit or 50% of Average Final Compensation for life, with a maximum payment period of 25 years for non-spouse beneficiaries only.

Non-Service Incurred	Coverage after 8 years of service; same benefit as Service Incurred.
Contributions	
Members	7% of Salary.
State	Tax on premiums for fire and casualty insurance issued to residents of the City as provided in Chapters 175 and 185, Florida Statutes.
City	Remaining amount necessary to pay the Normal Cost and fund the accrued, past service liability over 30 years.
Board of Trustees	Police Chief, Fire Chief, Commander designated by Police Chief, Division Chief designated by Fire Chief, Two elected Members from each Department, one citizen selected by a majority of other Members and appointed by the City Council as a ministerial duty.
Deferred Retirement Option Plan	
Eligibility	The original DROP is closed to any new participants after July 2, 2013. A subsequent program "DROP II" is available to participants effective December 10, 2019.
Participation	Not more than 72 months.
Rate of Return (DROP II)	The Account is credited with the actual net rate of investment return (total return net of investment management fees, brokerage commissions and transaction costs) minus 2% after each fiscal year end. The annual return is subject to a minimum of 0% and a maximum equal to the current valuation investment return assumption as adopted by the Board.
Form of Distribution	Cash lump sum (options available) payable at termination of employment.

Chapter 175 Share Plan (Firefighters)

Allocation	Each plan year following a year in which the funded ratio is 90% or greater, 50% of premium tax monies received pursuant to Chapter 175, Florida Statutes will be allocated to individual Member Share accounts in equal shares.
Investment Earnings	Net rate of investment return.
Distribution	Lump sum payable following termination of employment, if vested.
Vesting Service Requirement	Same as for other benefits (see above).

Chapter 185 Share Plan (Police Officers)

Allocation	Each plan year following a year in which the funded ratio is 90% or greater, 50% of premium tax monies received pursuant to Chapter 185, Florida Statutes will be allocated to individual Member Share accounts for all police officers, including DROP members, who are active members of the pension plan as of October 1, 2019 and have completed one (1) year of credited service. The allocation is based on years of service (see Allocation Table).
Allocation Table	Shares allocated to members according to table below.

Years of Service	Shares
1-4	1
5-9	2
10-14	3
15-19	4
20-24	5
25+	6

Investment Earnings	Net rate of investment return.
Distribution	Lump sum payable following termination of employment, if vested.
Vesting Service Requirement	Same as for other benefits (see above).

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Ordinance No. 42-2026 - General Employees' Pension Plan, Amending DROP II Account Earnings Calculations**

Department/Office: Human Resources

Recommended Action:
Conduct the first reading of Ordinance No. 42-2026 - General Employees' Pension Plan, Amending DROP II Account Earnings Calculations. **(The public hearing is scheduled for the regular City Council meeting on October 27, 2026, at 6:30p.m.)**

Summary Explanation & Background:
DROP II account earnings: This revision is an Actuary recommendation. Effective upon enactment, for current and future Members, whose participation in the DROP II terminates on or after such date, their final DROP II account value shall be determined in the same manner as the annual September 30 account valuation, except that such calculation shall be pro-rated on a quarterly basis using the most recent calendar quarter ending immediately prior to the Member's termination of employment and DROP II exit date. The DROP II return cannot exceed the actuarial investment return assumption as adopted by the Boards (7.25%) and cannot be lower than 0%.

It is recommended that City Council conduct the first reading of Ordinance No. 42-2026 - General Employees' Pension Plan, Amending DROP II Account Earnings Calculations.

Alternatives:
Do not approve this Ordinance.

Item Budgeted:
This item has no initial impact on plan funding or liabilities.

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

Strategic Plan:
No 3 Financial Stability

Strategic Plan Impact:

The Pension Board's Actuary recommends clarifying the manner in which earnings are calculated to the members' DROP accounts.

ATTACHMENTS:

1. TGEP - DROP II Calculations ORD Amendment (11Aug2026)
2. Titusville_General_DROP_II_No_Impact_October_2026

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING CHAPTER 15, PENSIONS AND RETIREMENT, ARTICLE II, GENERAL EMPLOYEES' PENSION PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF TITUSVILLE; AMENDING DIVISION 5, SECTION 15-110, AMENDING DROP II ACCOUNT EARNINGS CALCULATIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY OF PROVISIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the City of Titusville General Employees' Pension Plan ("the Pension Fund") desires to clarify the method for calculating earnings accrued to be included in the final DROP II account balance of participants who terminate employment prior to the fiscal year end on September 30th; and

WHEREAS, an amendment to the Pension Fund is necessary to permit such new obligations and conditions; and

WHEREAS, the Board of Trustees of the City of Titusville General Employees' Pension Plan has requested and approved such amendments to be in the best interest of the participants and beneficiaries as well as serving to improve the administration of the Pension Fund; and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to these changes to the Pension Fund; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the City of Titusville to amend its code of ordinances as set forth hereinafter; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

Section 1. Chapter 15, Pensions and Retirement, Article II, General Employees' Pension Plan, Division 5, Section 15-110, Deferred retirement option plan, of the Titusville General Employees' Pension Plan is hereby amended as follows:

Section 15-110. - Deferred retirement option plan.

[…]

(g) *Deferred retirement option plan II (DROP II).*

[…]

(7) *DROP II account earnings.*

a. After each fiscal year end, the average daily balance in a member's DROP II account shall be credited or debited at a rate equal to the actual net rate of investment return realized by the retirement system for that fiscal year minus two hundred (200) basis points (i.e. two (2) percent). Notwithstanding, a member's DROP II account crediting shall not exceed the pension plan's then current actuarial investment return assumption as adopted by the board. A member's DROP II account shall in no event be credited or debited with a return lower than zero (0) percent on any single fiscal year performance return. Members who exit DROP II prior to the fiscal year end, shall have their DROP II accounts credited or debited with the most recent quarterly net investment return immediately prior to such member's separation as well as any monthly retirement benefits, as provided here in subsection (6), for each eligible month from such quarter end through such member's DROP II exit

date. "Net investment return" for the purpose of this paragraph is the total return on the retirement system's assets net of investment management fees, brokerage commissions and transaction costs. A member's final DROP II account value for distribution upon termination of participation in the DROP II and separation of employment shall be the value of the account determined as of the September 30th immediately prior to the member's DROP II exit date plus all monthly DROP II benefit allocations subsequent to that date until the final account balance is distributed. There shall be no earnings or losses either credited or debited from member DROP II accounts as of the September 30th immediately prior to the member's DROP II exit date. Effective October 1, 2025, a member's final DROP II account value for distribution upon termination of participation in the DROP II and separation of employment shall be the value of the account determined as of the most recent quarterly net investment return immediately prior to such member's separation plus all monthly DROP II benefit allocations subsequent to that date until the final account balance is distributed. Effective upon enactment, for current and future Members whose participation in the DROP II terminates on or after such date, their final DROP II account value shall be determined in the same manner as the annual September 30th account valuation described herein, except that such calculation shall be pro-rated on a quarterly basis using the most recent calendar quarter ending immediately prior to the Member's termination of employment and DROP II exit date.

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Titusville and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intent. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this Ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this Ordinance are declared severable.

SECTION 5. This Ordinance shall be effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

PASSED AND ADOPTED THIS _____ day of _____, 2026.

_____
MAYOR ANDREW CONNORS

ATTEST:

_____
WANDA WELLS, CITY CLERK

October 5, 2026

VIA EMAIL

Board of Trustees
City of Titusville
General Employees' Pension Board

Re: City of Titusville General Employees' Pension Plan

Dear Board:

We have reviewed the proposed Ordinance providing for the following change. We have determined that the adoption of the proposed change will have no impact on the assumptions used in determining the funding requirements of the program.

> *Effective upon enactment, for current and future Members whose participation in the DROP II terminates on or after such date, their final DROP II account value shall be determined in the same manner as the annual September 30th account valuation described herein, except that such calculation shall be pro-rated on a quarterly basis using the most recent calendar quarter ending immediately prior to the Member's termination of employment and DROP II exit date.*

Because the above changes do not result in an immediate change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to the following office:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

If you have any questions, please let me know.

Sincerely,



Douglas H. Lozen, EA, MAAA

Cc via email: Pedro Herrera, Plan Attorney

City of Titusville

"Gateway to Nature and Space"

REPORT

To:	Members of the City Council
From:	Bradley Parrish, Community Development Director
Subject:	**Small Scale Amendment (SSA) No. 3-2026 - Diamond Oaks**
Department/Office:	Community Development

Recommended Action:

Conduct the first reading on Ordinances related to Small Scale Comprehensive Plan Amendment (SSA) 3-2026.

Ordinance No. 38-2026 — An Ordinance of the City of Titusville, Florida, Amending Section 7, Chapter 63-2001, Laws Of Florida, Special Acts Of 1963, By Annexing Certain Property Located At 3080 Diamond Road Having Parcel Id Number: 21-35-29-00-253 to be Included Within The City Limits; Providing For Severability, Repeal of Conflicting Ordinances, and an Effective Date. (This is a legislative item.)

Ordinance No. 39-2026 - An Ordinance of the City of Titusville, Florida, Amending the Code of Ordinances By Amending Ordinance No. 60-1988, Which Adopted the Comprehensive Plan of The City Of Titusville, By Amending The Future Land Use Designation on Property Located At 3080 Diamond Road From Residential 4 (Brevard County) To Medium Density Residential on 5.0+/- Acres Of Property Having Parcel Id No. 21-35-29-00-253; Providing For Severability, Repeal of Conflicting Ordinances, and an Effective Date. (This is a legislative item.)

Ordinance No. 40-2026 - An Ordinance Amending Ordinance No. 5-1993 of the City of Titusville, Florida, By Amending The Zoning Map Made Part Of Said Ordinance By Reference By Changing The Zoning Classification On Property Located At 3080 Diamond Road From Single-Family Residential RU-1-11 (Brevard County) To Single-Family High Density (R-1C) on 5.0+/- Acres of Property Having Parcel Id No. 21-35-29-00-253; Providing For Severability, Repeal of Conflicting Ordinances, and an Effective Date. (This is a quasi-judicial item.)

The public hearing is scheduled for the regular City Council meeting on October 27, 2026 (6:30 p.m.).

On October 7, 2026, the Planning and Zoning Commission (P&Z) made a motion to recommend denial of the annexation based on the annexation is not a benefit

to the City. The motion for denial was approved with a 5-0 vote. P&Z made a motion to recommend denial of the Small Scale Map Amendment and Rezoning request based on it is not a benefit to the city. The motion for denial was approved with a 5-0 vote.

Summary Explanation & Background:
The applicant is requesting voluntary annexation (ANX), a Small-Scale Comprehensive Plan Amendment (SSA), and rezoning (REZ) of approximately 5.00 acres located at 3080 Diamond Road to facilitate development of an approximately 14-lot single-family residential subdivision. A binding concept plan was not submitted with the application; therefore, the requests were evaluated based on the maximum development potential permitted under the proposed future land use and zoning designations.

The subject property is an unplatted parcel located on Diamond Road in unincorporated Brevard County, west of Old Dixie Highway, east of Singleton Avenue, and north of Dairy Road.

The Applicant proposes to change the Future Land Use designation from Residential 4 (RES 4) (Brevard County) to the City's Medium Density Residential and the zoning from Single-Family Residential RU-1-11 (Brevard County) to the City's Single-Family High Density (R-1C) district. The changes will allow development of a proposed single-family subdivision and facilitate connection to City utilities.

Alternatives:

1. Conduct the first reading of the ordinances as written.
2. Conduct the first reading of the ordinance with changes.
3. Do not conduct the first reading of the ordinances.

Item Budgeted:
N/A

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

Strategic Plan:
Goal 2: Efficient & Effective Services
Goal 6: Community Design

Strategic Plan Impact:

ATTACHMENTS:
1. Staff Report SSA #3-2026 Diamond Oaks 9-3-26

2. Application ANX
3. Application REZ
4. Application SSA
5. Survey
6. Traffic Analysis Diamond Road
7. Community Meeting Summary
8. SSA#3-2026 ANX Ordinance 9-4-26
9. SSA#3-2026 FLU Ordinance 9-4-26
10. SSA#3-2026 REZ Ordinance 9-4-26
11. BIE - ANX 9-4-26
12. BIE - FLU 9-4-26
13. BIE - REZ 9-4-26
14. MAPS

City of Titusville

Planning Department Staff Report

SSA No. 3-2026 – Diamond Oaks

Annexation, Small Scale Comprehensive Plan Map Amendment, and Rezoning

Meeting Dates:

Commission/Council	Meeting dates
Planning and Zoning Commission	October 7, 2026
City Council First Ordinance Reading	October 13, 2026
City Council Public Hearing	October 28, 2026

Prepared By: Eddy Galindo, AICP - Principal Planner

Applicant(s): Kevin Collins, authorized agent for Exeter 1031 Exchange Services, LLC as Qualified Intermediary for PR Corporate Holdings, LLC, and AKBlue Holdings, LLC, property owners

Applicant's Request: **ANX:** Annex approximately 5.00 acres of property located at 3080 Diamond Road, identified by Parcel ID No. 21-35-29-00-253.

SSA: Amend the Comprehensive Plan Future Land Use Map by changing the Residential 4 (Brevard County) future land use designation to Medium Density Residential on approximately 5.00 acres of property.

REZ: Amend the zoning map by replacing the Single-Family Residential RU-1-11 (Brevard County) zoning district to the Single-Family High Density (R-1C) zoning district on approximately 5.00 acres.

Staff Recommendation: **ANX:** Annex the 5.0+/- acres of property located at 3080 Diamond Road having Parcel I.D.: 21-35-29-00-253, based on the finding that the request is consistent with Section 171.044(1), Florida Statutes.
SSA: Approve the change to the future land use designation on the property from Residential 4 (Brevard County) to Medium Density Residential based on the finding that the request is consistent with the City's Comprehensive Plan.
REZ: Approve the change to the zoning district on the property from Residential RU-1-11 (Brevard County) to Single-Family High Density (R-1C) based on the finding that the request meets the zoning review criteria in Section 34-40 of the City's Land Development Regulations.

BACKGROUND INFORMATION

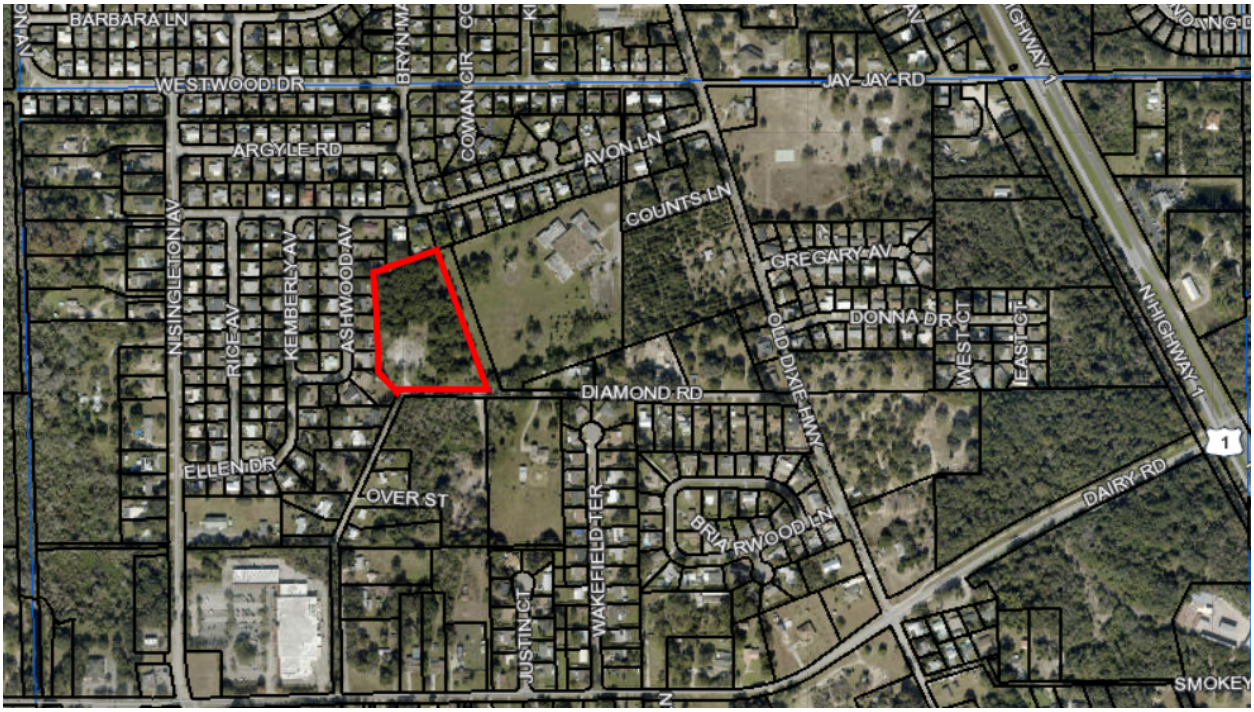
Applicant is requesting voluntary annexation (ANX), a Small-Scale Comprehensive Plan Amendment (SSA), and rezoning (REZ) of approximately 5.00 acres located at 3080 Diamond Road to facilitate development of an approximately 14-lot single-family residential subdivision. A

binding concept plan was not submitted with the application; therefore, the requests are evaluated based on the maximum development potential permitted under the proposed future land use and zoning designations.

The subject property is an unplatted parcel located on Diamond Road in unincorporated Brevard County, west of Old Dixie Highway, east of Singleton Avenue, and north of Dairy Road.

The Applicant proposes to change the Future Land Use designation from Residential 4 (RES 4) (Brevard County) to Medium Density Residential and the zoning designation from Single-Family Residential RU-1-11 (Brevard County) to Single-Family High Density (R-1C). The requested changes would allow development of the proposed single-family subdivision and facilitate connection to City utilities.

AERIAL MAP



PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Existing Use	Future Land Use	Zoning
Vacant	Residential 4 (Brevard County) Maximum density: 4 dwelling units per acre	Single-Family Residential RU-1-11 (Brevard County)

Proposed Use, Future Land Use, and Zoning

Proposed Use	Future Land Use	Zoning
Single-Family Residential Subdivision	Medium Density Residential Maximum density: 10 dwelling units per acre	Single Family High Density (R-1C) Maximum density: 6.7 dwelling units per acre

SURROUNDING PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Location	Use	Future Land Use	Zoning
North	Single-Family Residences	Residential 4 (Brevard County)	Single Family Residential RU-1-11 (Brevard County)
	Single-Family Residences	Low Density Residential	Single-Family Medium Density (R-1B)
South	Single-Family Residence	Residential 15 (Brevard County)	Agricultural Residential AU (Brevard County)
	Diamond Road Public ROW	N/A	N/A
West	Single-Family Residences	Residential 4 (Brevard County)	Single Family Residential RU-1-11 (Brevard County)
	Single-Family Residences	Low Density Residential	Single-Family Medium Density (R-1B)
East	Assisted Living Facility (Unoccupied)	Residential 4 (Brevard County)	Institutional Use (Low Intensity) IN(L) (Brevard County)
	Unimproved Public ROW	N/A	N/A

STAFF ANALYSIS

General Information:

The subject property consists of approximately 5.00 acres of unplatted land located in a primarily residential area adjacent to the City limits. The property is generally located north of Dairy Road, south of Westwood Drive, east of N. Singleton Avenue, and west of Old Dixie Highway. The property is addressed at 3080 Diamond Road and identified by Brevard County Property Appraiser Parcel ID No. 21-35-29-00-253.

The purpose of the requested annexation, Future Land Use Map amendment, and rezoning is to facilitate development of an approximately 14-unit single-family residential subdivision and provide access to City utilities. City Code Section 21-1 requires property owners outside the City limits to apply for annexation before City water, sanitary sewer, or reclaimed water service may be considered.

The Brevard County future land use designations surrounding the property include Residential 4 and Residential 15. The surrounding Brevard County zoning districts include Single-Family Residential (RU-1-11) and Agricultural Residential (AU). The unoccupied assisted living facility to the east is designated Residential 4 and zoned Institutional Use – Low Intensity (IN(L)).

The Applicant is requesting the Medium Density Residential future land use designation, which permits a maximum density of 10 dwelling units per acre. The Applicant is also requesting the Single-Family High Density (R-1C) zoning district, which permits a maximum density of 6.7 dwelling units per acre. The requested R-1C zoning district is consistent with the requested Medium Density Residential future land use designation pursuant to the Future Land Use/Zoning Consistency Matrix in Chapter 27 of the Land Development Regulations.

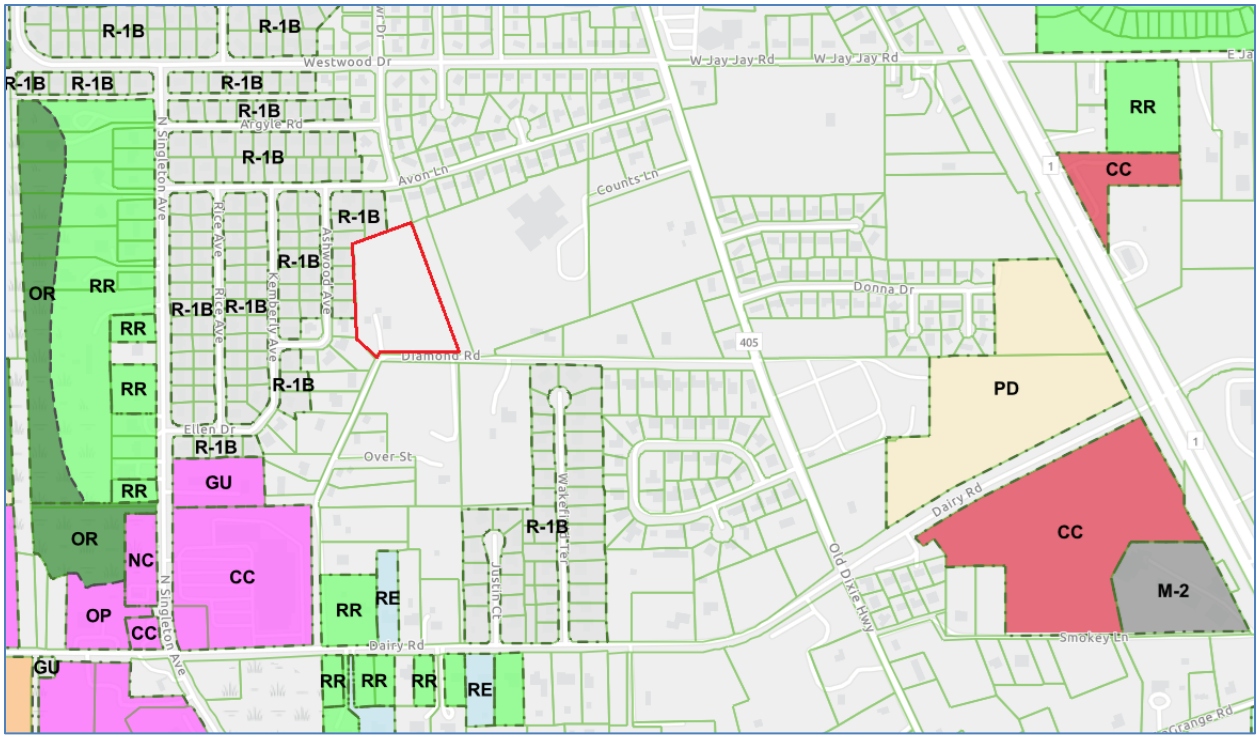


Figure 1. Surrounding Zoning and Future Land Use Designations

Area of Critical Concern:

The subject property **is** located within the Area of Critical Concern (ACC) and will be subject to the applicable requirements of Chapter 30 of the Land Development Regulations. These requirements include a maximum impervious surface coverage of 40 percent, as well as applicable stormwater management and aquifer protection standards. Additional ACC requirements are provided in Section 7.6 of the Stormwater Management Technical Manual.

ANNEXATION (ANX) REVIEW

Section 171.044(1), Florida Statutes, provides that an owner or owners of real property located in an unincorporated area of a county that is contiguous to a municipality and reasonably compact may petition the governing body of the municipality for annexation. Section 171.044(5) provides that property may not be annexed through voluntary annexation when the annexation would result in the creation of an enclave.

Staff Comment:

The subject property consists of approximately 5.00 acres of unplatted land located in unincorporated Brevard County. The property is contiguous to the City limits along its northwest boundary. The property owner is requesting annexation to facilitate development of the proposed approximately 14-unit single-family residential subdivision and connection to City utilities.

City Code Section 21-1 requires property owners outside the City limits seeking City water, sanitary sewer, or reclaimed water service to apply for annexation before such services may be considered. The proposed annexation does not appear to create a new enclave and therefore appears eligible for voluntary annexation pursuant to Section 171.044, Florida Statutes.

COMPREHENSIVE PLAN AMENDMENT (CPA) REVIEW

Future Land Use Map Amendment Sprawl Criteria

The following list is the review criteria under which the Planning and Zoning Commission and the City Council review applications as they relate to urban sprawl [Section 34-23 of the LDR].

1. The extent to which the proposed amendment is contiguous to an existing development area which has developed in a manner providing a compact, contiguous development pattern with the proposed amendment.

   Staff Comment: The property is surrounded by existing development: the La Grange Acres Third Addition subdivision to the north and west, an unoccupied assisted living facility and an unimproved right-of-way to the east, and single-family homes on unplatted parcels to the south.

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: There is an increased demand for residential property throughout the City, including housing for professionals, "missing middle" housing, and affordable housing. Developing the subject property as a single-family residential subdivision would increase the supply of housing and help meet current market demand. The additional housing may also help moderate housing costs by increasing the availability of single-family homes.

3. The extent to which adequate infrastructure to accommodate the proposed amendment exists, or is programmed and funded through an adopted capital improvement schedule, or will be privately financed through a binding executed agreement, or will otherwise be provided at the time of development impacts as required by law.

   Staff Comment:

   The property is located within the City's urban service area and has access to existing water and sewer infrastructure, subject to the acquisition of necessary easements and compliance with City infrastructure requirements.

   Sewer service is proposed to connect from Ashwood Avenue through easements across private property. Appropriate easements will need to be obtained, and the proposed connection must comply with City infrastructure standards. The depth and capacity of the existing gravity sewer will also need to be evaluated.

   If the proposed sewer connection cannot be accommodated, an alternative method of connecting to the City sewer system will be required, regardless of distance, in accordance with applicable code requirements.

   An existing 6-inch water main is located within the Diamond Road right-of-way adjacent to the southern property boundary. Subject to obtaining a sufficient easement and maintaining the required separation from the sewer system, the water system could potentially be looped to Ashwood Avenue or connected at another appropriate location. The proposed water system will also be required to pass a fire-flow test following clearance to verify that the required minimum fire flow is available.

   Two existing 8-inch gravity sewer mains are located less than 200 feet west of the property within the Ashwood Avenue and Fir Drive rights-of-way. Access to these utilities would require an easement across private property. If the necessary easements cannot be obtained, the next nearest sewer infrastructure is an existing 8-inch gravity sewer main along Diamond Road approximately 800 feet south of the property.

The property is located within the Area of Critical Concern, and reclaimed water service is not currently available in the vicinity. Therefore, reclaimed water dry lines will be required. Comprehensive Plan Infrastructure Element Policy 5.2.4 requires properties within the ACC to connect to the reclaimed water system or, when service is unavailable, install dry lines to facilitate future connection.

Diamond Road does not meet current City roadway standards. If the property is annexed, Diamond Road will remain under County jurisdiction.

4. The extent to which the amendment will result in an efficient use of public funds needed for the provision of new infrastructure and services related to it.

Staff Comment: The subject property is adjacent to existing development and public infrastructure. The proposed amendment is not anticipated to require new publicly funded infrastructure. The property has frontage on Diamond Road, a Brevard County-maintained roadway that does not meet current City roadway standards.

5. The extent to which the amendment will not result in a sprawl development pattern as determined by Chapter 163, Florida Statutes, and will not discourage infilling of more appropriate areas available for development within existing Development Area Boundaries; and

Staff Comment: The subject property is surrounded by existing development, and water and sewer infrastructure are available, subject to the requirements identified above. Reclaimed water service is not currently available. The proposed amendment is not anticipated to result in an urban sprawl pattern because it would allow development adjacent to existing development and would not require an inefficient expansion of public infrastructure.

6. The extent to which the amendment will result in a sustainable development pattern through a balance of land uses that is internally interrelated, demonstrates an efficient use of land, ensures compatible development adjacent to agriculture lands, protects environmental qualities and characteristics, provides interconnectivity of roadways, supports the use of non-automobile modes of transportation, and appropriately addresses the infrastructure needs of the community.

Staff Comment: The subject property is located on Diamond Road, a Brevard County connector roadway linking Old Dixie Highway and Dairy Road. Old Dixie Highway and Dairy Road are classified as collector roadways under Section 9.3 of the Transportation Technical Manual.

The proposed residential development would be located approximately 750 feet from an existing commercial retail center, providing relatively convenient access to nearby commercial services. The U.S. Fish and Wildlife Service National Wetlands Inventory does not identify wetlands on the subject property. The property is located on Diamond Road, a Brevard County connector road that links Old Dixie Highway and Dairy Road. Both Old Dixie Highway and Dairy Road are classified as collector roadways under Section 9.3 of the Transportation Technical Manual.

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: Development of the subject property with single-family residences would increase the supply of housing within the City and provide additional residential development in an area already characterized by residential uses. The development would also add residential property to the City's tax base and generate economic activity associated with construction and ongoing household spending.

Consistency with the Comprehensive Plan

The following is an analysis of the consistency of the request with the City's Comprehensive Plan. The request for a Comprehensive Plan Amendment and rezoning is consistent with the Comprehensive Plan and more specifically with the following objectives and policies of the Comprehensive Plan.

Future Land Use Element [FLUE] Policy 1.14.1: Sites for residential development shall be located throughout the City in a variety of residential zoning classifications, which provide for a variety of lot sizes, floor areas, setbacks, and residential densities.

Staff Comment: The proposed Medium Density Residential future land use designation and R-1C zoning district are compatible with the surrounding development pattern, which includes low- and medium-density residential, commercial, and an institutional uses. The requested zoning would provide an additional residential development option within an area that already contains a variety of land uses and residential densities.

[FLUE] Policy 1.14.6: Medium density residential uses (maximum 10 units per acre) shall consider existing and proposed land uses to ensure compatibility. Further, such densities shall be located adjacent to at least a collector street, unless the property is located along the following local road, which already has a multi-family development pattern and is capable of supporting higher density: Rock Pit Road (from Tropic Street to South Street).

Staff Comment: The proposed single-family residential use is compatible with the surrounding development pattern, which consists primarily of low- and medium-density residential uses. The subject property has frontage on Diamond Road, a County-maintained connector roadway linking Old Dixie Highway and Dairy Road. Old Dixie Highway and Dairy Road are classified as collector roadways under Section 9.3 of the Transportation Technical Manual.

[FLUE] Policy 1.14.8: Negative impacts of residential land uses on environmentally sensitive areas shall be minimized. The Conservation Element objectives and policies shall be utilized in determining the appropriateness of residential land uses designation and the specific intensity of use authorized by land development regulations.

Staff Comment: The property was previously developed with a single-family residence and is currently vacant, with varying levels of tree coverage. The predominant soils are Pomello-Urban land complex (33.1 percent) and Tavares fine sand (41.3 percent), neither of which is classified as hydric soil. The U.S. Fish and Wildlife Service National Wetlands Inventory does not identify wetlands on the property. Any future development will be required to comply with applicable environmental regulations and land development standards.

[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 requested amendment would allow a maximum theoretical yield of 33 residential units based on the 6.7 dwelling units per acre permitted by the requested R-1C zoning district (5 acres × 6.7 units per acre). The actual number of units developed is expected to be lower due to requirements for landscape buffers, stormwater management, internal roadways, utility easements, and other applicable development

standards. The current Residential 4 (RES 4) future land use designation permits a maximum of 20 residential units on the 5.00-acre property (5 acres × 4 units per acre).

The property is located within the City's urban service area and has access to water and sewer infrastructure, subject to securing necessary easements and meeting applicable City requirements. Sewer service is proposed to connect from Ashwood Avenue through easements across private property. The depth and capacity of the existing gravity sewer will need to be evaluated. If the proposed sewer connection cannot be accommodated, an alternative method of connecting to the City sewer system will be required in accordance with applicable code requirements, On Site Sewage Treatment and Disposal Systems (OSTDS), also known as septic tanks, will not be permitted. Water service is available along Diamond Road. Subject to obtaining the necessary easements and maintaining the required separation from the sewer system, the water system could potentially be looped to Ashwood Avenue.

Public transit service is available through Space Coast Area Transit Bus Route No. 5, with four stops located within one mile of the property. Two stops are located along N. Singleton Avenue at Dairy Road and Westwood Drive, and two additional stops are located along U.S. Highway 1 at Dairy Road and Jay Jay Road. The proposed development of approximately 14 single-family homes is not anticipated to result in level-of-service or concurrency concerns.

Infrastructure Element [IE] Goal 4 – Aquifer Recharge: The functions of natural groundwater aquifer recharge areas within the City will be protected and maintained through implementation of the City's aquifer protection ordinance.

<u>Staff Comment:</u> The subject property is located within the Area of Critical Concern, which limits impervious surface coverage to 40 percent of the site area. The proposed R-1C zoning district also limits building coverage to 35 percent of the lot area. The property is not located within a well-distance radius and is therefore not subject to additional impervious surface limitations.

[IE] 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.

<u>Staff Comment:</u> The nearest reclaimed water main is located more than one mile from the subject property. Because connection to the existing reclaimed water system is not currently feasible, reclaimed water dry lines will be required to facilitate future connection in accordance with the policy.

Conservation Element [CE] 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).

<u>Staff Comment:</u> The subject property is located within the Area of Critical Concern and will be subject to the 40 percent maximum impervious surface coverage requirement established by Section 30-207(a)(5) and (6) of the Code. The property is not located within a wellfield area and is therefore not subject to additional impervious surface limitations.

REZONING REVIEW

Zoning Review Criteria

Section 34-40 of the LDR lists the review criteria under which the Planning and Zoning Commission and the City Council review applications as they relate to zoning.

The following are staff's findings:

1. Comprehensive Plan Consistency Statement.

Staff Comment: Pursuant to the Land Use/Zoning Matrix in Chapter 27 of the Land Development Regulations, the requested R-1C zoning district is consistent with the Medium Density Residential future land use category.

Future Land Use Element Policy 1.14.6 provides that medium-density residential uses shall consider existing and proposed land uses to ensure compatibility and shall generally be located adjacent to a collector street.

The proposed single-family residential development is consistent with the surrounding development pattern. The subject property has frontage on Diamond Road, a County-maintained connector roadway linking Old Dixie Highway and Dairy Road. Water service is available along Diamond Road, and an annexation petition is required under Code of Ordinances Chapter 21 before City utility service may be considered.

1.1. Public facilities are available and concurrent with the land use change per the Comprehensive Plan and Concurrency provisions of the Land Development Regulations.

Staff Comment: The property is located within the City's urban service area. Sewer service is available through existing infrastructure, including two 8-inch gravity sewer mains on Ashwood Avenue and Fir Drive, subject to securing necessary easements and meeting applicable City requirements. Water service is available through an existing 6-inch water main along Diamond Road. Reclaimed water service is not currently available, and the nearest reclaimed water main is located more than one mile from the property.

Transportation Impact.

Staff Comment: The property has frontage on Diamond Road, a Brevard County-maintained connector roadway linking Old Dixie Highway and Dairy Road.

Based on the 9th Edition ITE Trip Generation Manual, development at the maximum theoretical yield of 33 units could generate approximately 314 average daily trips (ADT). However, this theoretical yield is not anticipated to be achieved due to applicable requirements for landscape buffers, stormwater management, internal roadways, utility easements, and other development standards. Based on the anticipated development intensity, the traffic generated by the proposed development is expected to have a de minimis impact on roadway capacity.

Solid Waste.

Staff Comment: Solid waste collection services are available to serve the property.

1.2. Public streets are adequate to access the property.

Staff Comment: The property has frontage on Diamond Road, a Brevard County-maintained roadway that provides access between Old Dixie Highway and Dairy Road. The roadway is currently under County jurisdiction and does not meet current City roadway standards.

1.3. The land will support the proposed development.

Staff Comment: The subject property is located within Flood Zone X, an area identified as having minimal flood hazard. However, the Public Works Department has identified recurrent flooding in the surrounding area. Accordingly, future development will be required to comply with applicable 100-year stormwater design requirements.

Because of the known flooding conditions in the area, if City Council approves annexation, it should be made clear that Diamond Road and the associated drainage system will remain under County jurisdiction.

A soils map is included with this request.

1.4. Environmental impact.

Staff Comment: The property was previously developed with a single-family residence and currently contains areas ranging from sparse to dense tree coverage. The predominant soils are Pomello-Urban land complex (33.1 percent) and Tavares fine sand (41.3 percent), neither of which is classified as hydric soil. The U.S. Fish and Wildlife Service National Wetlands Inventory does not identify wetlands on the property. Any future development will be required to comply with all applicable environmental regulations and land development standards.

2. The existing zoning, if deemed consistent with the Comprehensive Plan, shall be presumed correct unless substantial change in the area has occurred since the original zoning.

Staff Comment: The property's future land use designation is currently RES 4, which permits a maximum density of up to four residential units per acre. Based on the 5.00-acre site, up to 20 single-family homes could currently be developed. If the request to annex is approved, then the City's future land use designation and zoning district should be applied to the property. The property is currently designated Residential 4 (RES 4), which permits a maximum density of four residential units per acre. Based on the 5.00-acre site, the current designation could allow up to 20 residential units. If annexation is approved, the City's applicable future land use designation and zoning district would be applied to the property through the requested amendment and rezoning.

The residential properties to the north and west are zoned R-1B. The Applicant has indicated that the R-1C zoning district is being requested primarily because it allows a minimum lot width of 65 feet, compared with the 75-foot minimum lot width required in the R-1B district.

The proposed development of approximately 14 single-family homes on the 5.00-acre property would result in a density of approximately 2.8 units per acre. The R-1B zoning district permits a maximum density of approximately 5.8 units per acre, while the R-1C zoning district permits a maximum density of approximately 6.7 units per acre. In a maximum buildout scenario of the requested R-1C zoning district a maximum of 33 residential units could be permitted. The actual development potential will be

constrained by applicable site-development requirements, including buffers, stormwater management, internal roadways, utility easements, and other development standards.

An unoccupied assisted living facility was constructed on the property to the east in 1968. The surrounding area has since experienced changes in development patterns and increased demand for residential housing. The proposed rezoning would provide additional single-family housing in proximity to existing residential and commercial development.

3. The density or intensity of the proposed rezoning and use shall be consistent with:

3.1. The development in the area.

Staff Comment: The surrounding area contains a mix of land uses and residential densities, including single-family residences, an unoccupied assisted living facility, and a nearby commercial plaza. The proposed single-family residential use is consistent with the existing development pattern.

3.2. Not likely to cause a depreciation of property values in the area.

Staff Comment: The requested rezoning is not anticipated to negatively affect surrounding property values. The proposed single-family residential use is compatible with the existing residential development pattern in the area.

4. The application is consistent with zoning in the area.

Staff Comment: The requested Single-Family High Density (R-1C) zoning district is generally compatible with the zoning pattern in the surrounding area. Properties along Diamond Road are currently zoned Single-Family Residential (RU-1-11), Agricultural Residential (AU), and Institutional Use – Low Intensity (IN(L)).

The R-1C district purpose statement in LDR Sec.28-305(a) states the 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."

5. The application will protect the public health, safety, morals or welfare of the general public.

Staff Comment: The proposed single-family residential development is not anticipated to adversely affect the health, safety, or welfare of the surrounding area.

6. Whether the applicant has sufficiently protected adjacent land uses and zoning districts by adequate buffering and screening.

Staff Comment: Any future plat and site plan will be required to comply with the Land Development Regulations, including applicable buffering, screening, landscaping, stormwater, and other development standards intended to protect adjacent properties.

7. Substantial reasons why the property cannot be used in the existing zoning district.

Staff Comment: The property is currently located outside the Titusville City limits. Under Code of Ordinances Section 21-1, property owners seeking City water, sanitary sewer, or reclaimed water service must apply for annexation. The requested R-1C zoning district is also compatible with the existing Brevard County RU-1-11 zoning designation and the surrounding residential development pattern.

COMMUNITY ENGAGEMENT MEETING - LDR Section 34-14

Staff Comment: The applicant conducted a community engagement meeting on July 7, 2026 as required by Section 34-13(b)(2) of the Land Development Regulations.

RECOMMENDATION:

Annexation Recommendation: Annex the 5.0+/- acres of property located at 3080 Diamond Road having Parcel I.D.: 21-35-29-00-253, based on the finding that the request is consistent with Section 171.044(1), Florida Statutes.

Comprehensive Plan Amendment Recommendation: Approve the change to the future land use designation on the property from Residential 4 (Brevard County) to Medium Density Residential based on the finding that the request is consistent with the City's Comprehensive Plan. This recommendation is based on staff analysis, information and evidence presented, and in accordance with the City Charter of the City of Titusville, the Code of Ordinances and Land Development Regulations, Section 34-40 of the Code, the adopted comprehensive plan and the provisions of Chapter 163 and 166, Florida Statutes.

Rezoning Recommendation: Approve the change to the zoning district on the property from Residential RU-1-11 (Brevard County) to Single-Family High Density (R-1C) based on the finding that the request meets the zoning review criteria in Section 34-40 of the City's Land Development Regulations. This recommendation is based upon the staff analysis, information and evidence presented, and in accordance with the City Charter of the City of Titusville, the Code of Ordinances and Land Development Regulations, Section 34-40 of the Code, the adopted comprehensive plan and the provisions of Chapter 163 and 166, Florida Statutes.

To be Completed by Staff
Application No. _____
Date Received: _____
Received by: _____

APPLICATION FOR ANNEXATION

Please submit electronically a completed application including required submittals to the Planning Department for payment and meeting scheduling. Chapter 34 of the Titusville Land Development Regulations contains the instructions for filing and the required exhibits. INCOMPLETE APPLICATIONS SHALL NOT BE ACCEPTED.

1. Project Information	Project Name Diamond Oaks	Property Address/Location Description 3080 Diamond Road
2. Applicant/ Owner	Name of Applicant/Contact Kevin Collins	Name of Owner PR Corporate Holdings & AKBlue
	Street Address 1523 W 12th Avenue	Street Address 1523 W 12th Avenue
	City State Zip Anchorage AK 99501	City State Zip Anchorage AK 99501
	Telephone # 407-405-7817 Fax #	Telephone # 407-405-7817 Fax #
	E-Mail Address kevinquiquag@aol.com	E-Mail Address kevinquiquag@aol.com
3. Applicant Status	☑ Owner ☐ Tenant ☐ Agent ☐ Other	
4. Parcel ID	21-35-29-00-253	**Tax Acct.** 2105549
5. Site Size (Attach Legal Description)	Acres: 4.63	Square Feet: 201824
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:** SFR **NORTH:** SFR **SOUTH:** SFR **EAST:** institution - **WEST:** SFR	
7. Current Designation	Future Land Use: RES-4	Zoning: RU-1-11
8. Proposed Designations	* Future Land Use: LDR	Zoning: R-1C

9. Building Status	Existing Building(s) on the site? yes		New Building(s) proposed? approx 14 new homes	
10. Current Use	SFR			
11. Check other applications submitted	Conditional Use ☐	Vacation of Easement ☐	Master Plan Approval ☐	*Future Land Use ☑
	Vacation of Right of Way ☐	Site Plan ☐	Subdivision/ Plat ☐	Rezoning ☑
12. Narrative	Please provide a brief description of the request and the proposed project: (Attach separate narrative page if necessary) request annexation from County to City in order to utilize City of Titusville's utility infrastructure			

- **All applications shall require Planning Staff review prior to submittal.**
- *All applications shall be submitted to the Planning Department electronically and officially logged in by* 4:00 p.m. on deadline dates.
- Incomplete applications and applications without appropriate backup information/justification will not be accepted and will not be considered to be officially submitted until the appropriate information is submitted. Meeting dates for incomplete applications will not be set until all required information is submitted.
- Petitions requiring review from other boards or commissions prior to being forwarded to the Planning and Zoning Commission (P&Z)/City Council are not guaranteed placement on the schedule noted above.
- All meeting agendas will be posted on the City's web site and staff reports for the request can be obtained by contacting the Planning Department at 321-567-3782.
- Per Section 30-411(a) of the Concurrency Management System: "Rezoning applications and annexation requests may be approved; however, such approval shall be conditional in nature and shall not entitle the applicant to proceed with the development unless the public facilities are available concurrent with the impacts of development as provided in the City's Transportation Infrastructure Technical Manual..." (See Acknowledgement statement #5 below)

ACKNOWLEDGEMENT

1. I am the owner and/or legal representative of the owner of the property described, which is the subject of this application.
2. All answers to the questions in said application and all surveys and/or site plans and data attached to and made a part of this application are honest and true to the best of my knowledge and belief. By my signature below, I acknowledge that I have complied with all submittal requirements and that this request package is complete. I further understand that an incomplete application submittal may cause my application to be deferred.
3. Should this application be granted, I understand that any condition(s) imposed upon the granting of this request shall be binding to the owner, his heirs, and successors in title to possession of the subject property.
4. I understand that I must attend all applicable meetings and have been informed of the meeting date(s) and time(s). I understand that if I fail to appear at an applicable meeting, the appropriate Board or Commission may either table or deny the request.
5. I understand that my request if approved does not encumber provision of utility, road or other City infrastructure capacity. The analysis provided by staff of existing levels of service for public facilities and services in the vicinity of the parcel identified in this application is a non-binding analysis, and does not guarantee capacity will be available in the future or encumber/reserve capacity for any period of time.

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council, Board of Adjustment & Appeals, and Planning & Zoning Commission on this topic to properly noticed public hearings or to written communication to the City Clerk's Office, City of Titusville, P.O. Box 2806, Titusville, FL 32781

/s/ _____ 4/20/2026
(Signature*) (Date)

* *By entering your name in the "Signature" box above, you are signing this Application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Application. By entering your name in the "Signature" box above, you consent to be legally bound by this Application's terms and conditions.*

FOR OFFICE USE ONLY

DATE RECEIVED: _____

ACCEPTED BY: _____

PLANNING AND ZONING COMMISSION DATE & TIME: _____

CITY COUNCIL DATE & TIME: _____

CASE NUMBER:

SUBMITTAL CHECKLIST

Please fill out the following and submit the documents to the Planning Department electronically. Payment of fees does not ensure a favorable decision. Additional information may include documents initially waived at the pre-application meeting but subsequently determined necessary by staff.

1.	Complete Application and Fees	☐
2.	Warranty Deed	☐
3.	Notarized Owner Authorization Form (If applicable)	☐
4.	Legal Description using known benchmarks (from a certified survey)	☐
5.	Certified Survey (sealed and containing permanent reference points as described by Chapter 177, Florida Statutes, with bearings, distances and closures) in electronic PDF format	☐
6.	Conceptual Site Plan – **if not** included with a comprehensive plan application (minimum 24" x 36") in electronic PDF format.	☐
7.	Names and addresses of all property owners within 500 feet of the subject property. *Note: This listing is available from either the Brevard County Property Appraiser's Office or the City of Titusville Planning Department. Current charge for this service is $35.00.*	☐
8.	If the request involves a change to a higher density of residential use or from residential to non-residential, detail how surrounding neighbors will be contacted.	☐
9.	Pre-Application Meeting Held – Date: Staff in Attendance:	☐

IF A CONCEPTUAL SITE/SUBDIVISION PLAN IS INCLUDED, THE FOLLOWING SHALL BE SUBMITTED:

1.	Electronic certified boundary survey depicting existing site features (wetlands, water bodies, topographic contours, existing structures).	☐
2.	The County's zoning and future land use maps.	☐
3.	Any proposed reservation or dedication of land for public purposes.	☐
4.	100-year Flood Zone for all sites outside the X floodplain.	☐
5.	Include estimated build-out date and estimated water allocation permit application date for new projects.	☐

Applicant Signature* Date

/s/ 4/20/2026

* *By entering your name in the "Signature" box above, you are signing this Application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Application. By entering your name in the "Signature" box above, you consent to be legally bound by this Application's terms and conditions.*

Titusville
Gateway to Nature & Space

OWNER'S AUTHORIZATION FORM

This authorization form is for:
- [x] Annexation (ANX)
- [ ] Comprehensive Plan Amendment (CPA)
- [ ] Conditional Use Permit (CUP)
- [ ] Development Agreement (DA)
- [ ] Easement Vacation (EAS)
- [ ] Master Plan (MP)
- [ ] Planned Development (PD)
- [x] Rezoning (REZ)
- [ ] Right-of-Way Vacation (ROW)
- [ ] Small Scale Amendment (SSA)
- [ ] Variance (VAR)

Date: 7/21/2022

To: City of Titusville
Attn: Planning Department
555 S. Washington Avenue
Titusville, FL 32796-3584

PROJECT DESCRIPTION: Annexation and rezone of small subdivision

PROJECT ADDRESS: 3080 Diamond Road

PARCEL ID# OR TAX ACCT #: 21-35-29-00-253

Please accept this documentation as authorization for PR Corporate Holdings, LLC (Name of Applicant) to apply for the above selected request.

Steven E. Fehr
Property Owner Signature

Steve Fehr for PR Corporate Holdings, LLC
Property Owner Name (Please Print)

1614 White Dove Drive
Street Address

Winter Springs, FL 32708
City, State, Zip code

407-448-2220
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 Orange

Subscribed and sworn to before me on this 21st day of July, 2022,
By Steven E Fehr who is personally known to me or produced _____ as identification.

Patricia Rodak
Notary Public Signature

My Commission Expires: July 2, 2024
Date

PATRICIA RODAK
MY COMMISSION # GG 964592
EXPIRES: July 2, 2024
Bonded Thru Notary Public Underwriters

Titusville

Gateway to Nature & Space

OWNER'S AUTHORIZATION FORM

This authorization form is for:

- [x] Annexation (ANX)
- [ ] Comprehensive Plan Amendment (CPA)
- [ ] Conditional Use Permit (CUP)
- [ ] Development Agreement (DA)
- [ ] Easement Vacation (EAS)
- [ ] Master Plan (MP)
- [ ] Planned Development (PD)
- [x] Rezoning (REZ)
- [ ] Right-of-Way Vacation (ROW)
- [ ] Small Scale Amendment (SSA)
- [ ] Variance (VAR)

Date: 7/21/2022

To: City of Titusville
Attn: Planning Department
555 S. Washington Avenue
Titusville, FL 32796-3584

PROJECT DESCRIPTION: Annexation and rezone of small subdivision

PROJECT ADDRESS: 3080 Diamond Road

PARCEL ID# OR TAX ACCT #: 21-35-29-00-253

Please accept this documentation as authorization for AKBlue Holdings, LLC (Name of Applicant) to apply for the above selected request.

Property Owner Signature

Kevin Collins for AKBlue Holdings, LLC
Property Owner Name (Please Print)

1523 W 12th Avenue, Unit B
Street Address

Anchorage, AK 99501
City, State, Zip code

407-405-7817
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 Orange

Subscribed and sworn to before me on this 21st day of July, 2022
By Kevin Collins who is personally known to me or produced _____ as identification.

Nicole Martin
Notary Public Signature

My Commission Expires: 8/5/22
Date

NICOLE MARTIN
Commission # GG 204196
Expires August 5, 2022
Bonded Thru Budget Notary Services

Titusville
Gateway to Nature & Space

APPLICATION FOR REZONING (REZ) / PLANNED DEVELOPMENT (PD) / MASTER PLAN (MP)

Please submit electronically a completed application including to the Planning Department for payment and meeting scheduling. Chapter 34 of the Titusville Land Development Regulations contains the instructions for filing and the required exhibits. INCOMPLETE APPLICATIONS SHALL NOT BE ACCEPTED.

1. Project Information	Project Name: Diamond Oaks	Property Address/Location Description: 3080 Diamond Road
2. Type of Request	Rezoning (REZ) ☑	Planned Development (PD) ☐ Master Plan (MP) ☐
2. Applicant/ Owner	Name of Applicant/Contact: Kevin Collins	Name of Owner: PR Corporate & AKBlue
	Street Address: 1523 W 12th Avenue	Street Address: 1523 W 12th Avenue
	City: Anchorage State: AK Zip: 99501	City: State: Zip:
	Telephone #: 407-405-7817 Fax #:	Telephone #: Fax #:
	E-Mail Address: kevinquiquag@aol.com	E-Mail Address:
3. Applicant Status	☑ Owner ☐ Tenant ☐ Agent ☐ Other	
4. Parcel ID	21-35-29-00-253	**Tax Acct.** 2105549
5. Site Size	Acres: 4.63	Square Feet: 201824
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: SFR	
	NORTH: SFR	
	SOUTH: SFR	
	EAST: institution - dilapidated building	
	WEST: SFR	

7. Current Future Land Use Designation	Future Land Use: Res 4			
8. Existing Zoning District	County Ru-1-11			
9. Proposed Zoning District	R-1C			
10. Building Status	Existing Building(s) on the site? Yes		New Buildings Proposed? approx 14 new homes	
11. Note any previous rezonings on the site	County zoning			
12. Check other applications submitted	Conditional Use ☐	Vacation of Easement ☐	Master Plan Approval ☐	Rezoning ☑
	Vacation of Right of Way ☐	Site Plan ☐	Subdivision/ Plat ☑	Other:
13. Narrative	Please provide a brief description of your request and the proposed project: (Attach separate narrative page if necessary) Rezone from County RU-1-11 to City R-1C			

- **All applications shall require Community Development Staff review prior to submittal.**
- All applications shall be submitted to the Planning Department electronically and officially logged in by **end of business day.**
- Tentative hearing dates are scheduled approximately 4 months from the time a completed application is submitted.
- Incomplete applications will not be accepted and will not be considered to be officially submitted until the appropriate information and fees are submitted. Meeting dates for incomplete applications will not be set until all required information and fees are submitted.
- Petitions requiring review from other boards or commissions prior to being forwarded to the Planning and Zoning Commission and City Council are not guaranteed placement on the originally scheduled date(s).
- All meeting agendas will be posted on the City's web site and staff reports for the request can be obtained by contacting the Planning Department at 321-567-3782.

ACKNOWLEDGEMENT

1. I am the owner and/or legal representative of the owner of the property described, which is the subject of this application.
2. All answers to the questions in said application and all surveys and/or site plans and data attached to and made a part of this application are honest and true to the best of my knowledge and belief. By my signature below, I acknowledge that I have complied with all submittal requirements and that this request package is complete. I further understand that an incomplete application submittal may cause my application to be deferred.
3. Should this application be granted, I understand that any condition(s) imposed upon the granting of this request shall be binding to the owner, his heirs, and successors in title to possession of the subject property.
4. I understand that I must attend all applicable meetings and have been informed of the meeting date(s) and time(s). I understand that if I fail to appear at an applicable meeting, the appropriate Board or Commission may either table or deny the request.
5. I understand that my request if approved does not encumber provision of utility, road or other City infrastructure capacity. The analysis provided by staff of existing levels of service for public facilities and services in the vicinity of the parcel identified in this application is a non-binding analysis, and does not guarantee capacity will be available in the future or encumber/reserve capacity for any period of time.
6. I understand that as the Applicant, I must hold a public meeting prior to the scheduling of any public hearings before the Planning and Zoning Commission or City Council for this item. Notices for this meeting must be sent to all property owners within 500 feet of the subject property.

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council, Board of Adjustment & Appeals, and Planning & Zoning Commission on this topic to properly noticed public hearings or to written communication to the City Clerk's Office, City of Titusville, P.O. Box 2806, Titusville, FL 32781

/s/ _____ 7/21/2022
(Signature*) (Date)

* *By entering your name in the "Signature" box above, you are signing this Application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Application. By entering your name in the "Signature" box above, you consent to be legally bound by this Application's terms and conditions.*

Date received: _____

Accepted by: _____

Gateway to Nature & Space

SUBMITTAL CHECKLIST

(Development Review Procedures Manual Section 5 and 6)

Please fill out the following and submit the documents to the Planning Department electronically. Payment of fees does not ensure a favorable decision. Additional information may include documents initially waived at the pre-application meeting but subsequently determined necessary by staff.

1.	Complete Application and Fees	☑
2.	Warranty Deed	☑
3.	Notarized Owner Authorization Form (If applicable)	☑
4.	Legal Description (from a certified survey)	☑
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.	☒
9.	Pre-Application Meeting Date: Staff in Attendance:	☒
10.	Community Meeting per Ordinance 26-2019 – Tentative meeting date _____	☐

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: Diamond Oaks	Property Address/Location Description: 3080 Diamond Road
4. Applicant / Owner	Name of Applicant/Contact: Kevin Collins	Name of Owner: PR Corporate & AKBlue Holdings
	Street Address: 1523 W 12th Ave	Street Address: same
	City: Anchorage State: AK Zip: 99501	City: State: AK Zip:
	Telephone #: 407-405-7817 Fax #:	Telephone #: 407-405-7817 Fax #:
	E-Mail Address: kevinquiquag@aol.com	E-Mail Address:
5. Applicant Status	☑ Owner ☐ Tenant ☐ Agent ☐ Other	
6. Parcel ID	21-35-29-00-253	**Tax Acct.** 2105549
7. Site Size (Attach Legal Description)	Acres: 4.63	Square Feet: 201824
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: SFR	
	NORTH: SFR	
	SOUTH: SFR	
	EAST: institution	
	WEST: SFR	

9. Current Designation	Future Land Use: RES 4		Zoning: Ru-1-11	
10. Proposed Designations	Future Land Use: MDR		Zoning: R-1C	
11. Subject Property	Current Use: SFR		Proposed Use: 14 SFR homes	
12. Note any previous amendments on the site				
13. Check other applications submitted	Conditional Use ☐	Vacation of Easement ☐	Master Plan Approval ☐	Rezoning ☑
	Vacation of Right of Way ☐	Site Plan ☐	Subdivision/ Plat ☐	Other: annexation
14. Narrative	Please provide a brief description of the request and the proposed project: (Attach separate narrative page if necessary) request annexation, rezone and FLU amendment for 4.63 acres. Small subdivision of 14 homes proposed			

- **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.

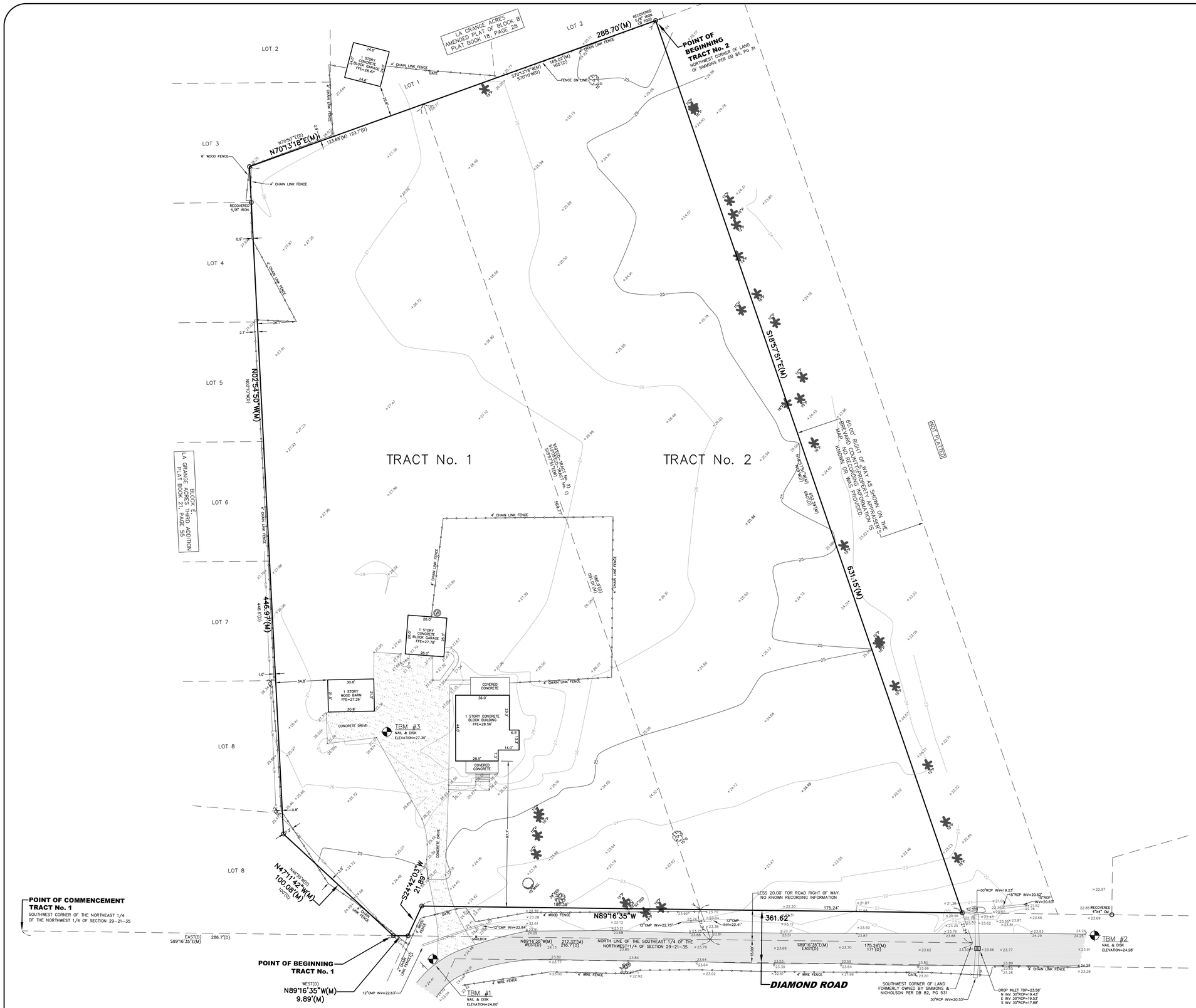
This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council, Board of Adjustment & Appeals, and Planning & Zoning Commission on this topic to properly noticed public hearings or to written communication to the City Clerk's Office, City of Titusville, P.O. Box 2806, Titusville, FL 32781

/s/ _____ 7/21/2022
(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:_____



BOUNDARY SURVEY

DESCRIPTION:

Tract No. 1. Start at an iron pipe at the Southwest comer of the NE 1/4 of NW 1/4 of Section 29, Tp. 21, S. R. 35 East; thence East 286.7 feet to an iron pipe and point of beginning; from said point of beginning run North 46 degrees 35' West, 100 feet to an iron pipe; thence run North 2 degrees 10' West, 446.6 feet to an iron pipe; thence North 70 degrees 50' East, 123.7 feet to an iron pipe; thence South 19 degrees 5' East 586.9 feet to an iron pipe on the north line of SE 1/4 of NW 1/4 of Sec. 29, Twp. 21 S., R. 35 E; thence West 216.7 feet to point of beginning, containing 21/2 acres, more or less and being part of the NE1/4 of NW1/4 of Section 29, Township 21, South, Range 35 East, Brevard County, Florida.

Tract No. 2. Beginning at Northwest comer of land of Simmons as described in Deed Book 85, Page 31, Brevard County, Records, go south 70 degrees 10' West 165 feet; thence South 19 degrees East 586.9 feet, to North line of SE 1/4 of NW 1/4 of Section 29, Township 21 South, Range 35 East; thence East on above line 171 feet to Southwest corner of land formerly owned by Simmons & Nicholson as described in Deed Book 82, Page 531, Brevard County Public Records; thence N 19 degrees W 660 feet, to point of beginning, being a part of the NE 1/4 of NW 1/4 of Section 29 Township 21 South, Range 35 East, and containing 2 1/2 acres more or less.

NOTES:

- BEARINGS BASED ON THE NORTH RIGHT OF WAY LINE OF DIAMOND ROAD AS BEING N89°16'35"W.
- NO UNDERGROUND UTILITIES, UNDERGROUND FOUNDATIONS, OR UNDERGROUND SIGN BASES WERE LOCATED.
- ELEVATIONS BASED ON:
  1) BREVARD COUNTY BENCHMARK NUMBER B5A15. A BRASS DISK, ELEVATION=20.661', NAVD 1988 DATUM.
  2) BREVARD COUNTY BENCHMARK NUMBER B5A07. A BRASS DISK, ELEVATION=22.492', NAVD 1988 DATUM.
- SURVEY PREPARED WITHOUT THE BENEFIT OF TITLE COMMITMENT.

LEGEND

- DROP INLET
- FIRE HYDRANT
- LIGHT POLE
- SIGN
- WOOD UTILITY POLE
- WATER METER
- WELL
- (XX)"CED (SIZE)" CEDAR TREE
- (XX)"MAG (SIZE)" MAGNOLIA TREE
- (XX)"O (SIZE)" OAK TREE
- (XX)"P (SIZE)" PALM TREE
- —O/H— OVERHEAD UTILITY LINE

James R Shannon — Digitally signed by James R Shannon Date: 2022.05.06 16:21:07 -04'00'

JAMES R. SHANNON JR., P.L.S. #4671
NOT VALID WITHOUT THE SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHANNON SURVEYING, INC.
499 NORTH S.R. 434 – SUITE 2045
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB # 6898

DATE OF SURVEY: 04/12/2022
FIELD BY: NB SCALE: 1" = 30'
FILE NUMBER: 29-21-35 MIMS

TRAFFIC ANALYSIS

The Diamond Oaks project consists of approximately 4.63 acres and is located off of Diamond Road in Titusville.

The project is currently zoned RU-1-11 in Brevard County which allows 4 dwelling units per acre.

A rezone is being requested into the City of Titusville as R-1C which allows 4 dwelling units per acre.

The project proposed 14 dwelling units.

From the chart below there is anticipated to be 134 daily trips over a 24 hour period.

It is anticipated that half will turn left towards the east and the other half will turn right, which then has an immediate bend towards the south.

Based On Zoning

	Zoning		Developable Acreage	DU/A	Land Use	Land Use Code	Quantity	Units	AM In	AM out	PM In	PM Out	Total Trips
DAILY	Permitted	RU-1-11	4.63	4	SFR	210	18	DU	3	10	11	7	172
	Proposed	R1C	4.63	4	SFR	210	18	DU	3	10	11	7	172
	Actual						14	DU	3	8	9	5	134
												Difference in Daily Trips	0

CYCORP ENGINEERING INC 1614 White Dove Dr, Winter Springs, FL 32708 Phone: 407-405-7819

3080 Diamond Annexation/Rezone

Proposed project is located at 3080 Diamond Road in Titusville.

ZONING

Project went before Brevard County BOCC and was rezoned from AU to RU-1-11 per Rezoning resolution 22Z00013 on May 26, 2022.

ANNEXATION:

A neighborhood notification letter was mailed out on July 28, 2022 to all residents within 500 feet of subject property. The meeting was scheduled for August 18th ,2022 at 6:00 pm. No residents attended meeting.

PROJECT SAT DORMANT for 4 years

A new neighborhood notification letter was mailed out on June 22, 2026 to all residents within 500 feet of subject property. The meeting was scheduled for July 7th, 2026 at 6:00 pm. Six (6) residents were in attendance. Meeting topics included:

- Flooding and a nearby farm being under water
- Low Impact Development was discussed quite a bit until the gentleman realized this isn't the former school / ALF site.
- Lack of maintenance on the sewer system by the City
- One resident wants the property to connect to septic
- Too much traffic on the rural road (deemed rural by the residents not by Brevard County).

ORDINANCE NO. XX-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING SECTION 7, CHAPTER 63-2001, LAWS OF FLORIDA, SPECIAL ACTS OF 1963, BY ANNEXING CERTAIN PROPERTY LOCATED AT 3080 DIAMOND ROAD HAVING PARCEL ID NUMBER: 21-35-29-00-253 TO BE INCLUDED WITHIN THE CITY LIMITS; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE.

WHEREAS, Kevin Collins has submitted a petition for voluntary annexation on behalf of Exeter 1031 Exchange Services, LLC, acting as Qualified Intermediary for the property owners, PR Corporate Holdings, LLC, and AKBlue Holdings, LLC, of the below described property pursuant to Section 171.044, Florida Statutes; and

WHEREAS, the City of Titusville has found and determined that said annexation complies with Chapter 171, Florida Statutes, and applicable provisions of law; and

WHEREAS, the City desires to annex said property and to incorporate the same in the City limits of the City of Titusville.

BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA, as follows:

SECTION 1. That Section 7 of Chapter 63-2001, Laws of Florida, Special Acts of 1963, is amended, pursuant to Section 171.044, Florida Statutes, to include within the corporate limits of the City of Titusville, Florida, and to redefine the boundary lines of the City limits of the City of Titusville to include the following described property:

LEGAL DESCRIPTION:

TRACT NO. 1. START AT AN IRON PIPE AT THE SOUTHWEST COMER OF THE NE 1/4 OF NW 1/4 OF SECTION 29, TP. 21, S. R. 35 EAST; THENCE EAST 286.7 FEET TO AN IRON PIPE AND POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN NORTH 46 DEGREES 35' WEST, 100 FEET TO AN IRON PIPE; THENCE RUN NORTH 2 DEGREES 10' WEST, 446.6 FEET TO AN IRON PIPE; THENCE NORTH 70 DEGREES 50' EAST, 123.7 FEET TO AN IRON PIPE; THENCE SOUTH 19 DEGREES 5' EAST 586.9 FEET TO AN IRON PIPE ON THE NORTH LINE OF SE L/4 OF NW L/4 OF SEC. 29, TWP. 21 S., R. 35 E; THENCE WEST 216.7 FEET TO POINT OF BEGINNING, CONTAINING 21/2 ACRES, MORE OR LESS AND BEING PART OF THE NE1/4 OF NW1/4 OF SECTION 29, TOWNSHIP 21, SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.

TRACT NO. 2. BEGINNING AT NORTHWEST COMER OF LAND OF SIMMONS AS DESCRIBED IN DEED BOOK 85, PAGE 31, BREVARD COUNTY, RECORDS, GO SOUTH 70 DEGREES 10' WEST 165 FEET; THENCE SOUTH 19 DEGREES EAST 586.9 FEET, TO NORTH LINE OF SE 1/4 OF NW L/4 OF SECTION 29, TOWNSHIP 21

SOUTH, RANGE 35 EAST; THENCE EAST ON ABOVE LINE 171 FEET TO SOUTHWEST CORNER OF LAND FORMERLY OWNED BY SIMMONS & NICHOLSON AS DESCRIBED IN DEED BOOK 82, PAGE 531, BREVARD COUNTY PUBLIC RECORDS; THENCE N 19 DEGREES W 660 FEET, TO POINT OF BEGINNING, BEING A PART OF THE NE 1/4 OF NW L/4 OF SECTION 29 TOWNSHIP 21 SOUTH, RANGE 35 EAST, AND CONTAINING 2 1/2 ACRES MORE OR LESS.

A copy of the map showing the area to be annexed is attached hereto and made part hereof.

SECTION 2. SEVERABILITY. If any provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately. However, the City of Titusville's Land Development Regulations Section 30-411 states such approval shall be conditional in nature and shall not entitle the applicant to proceed with the development unless required public facilities are available concurrent with the impacts of development.

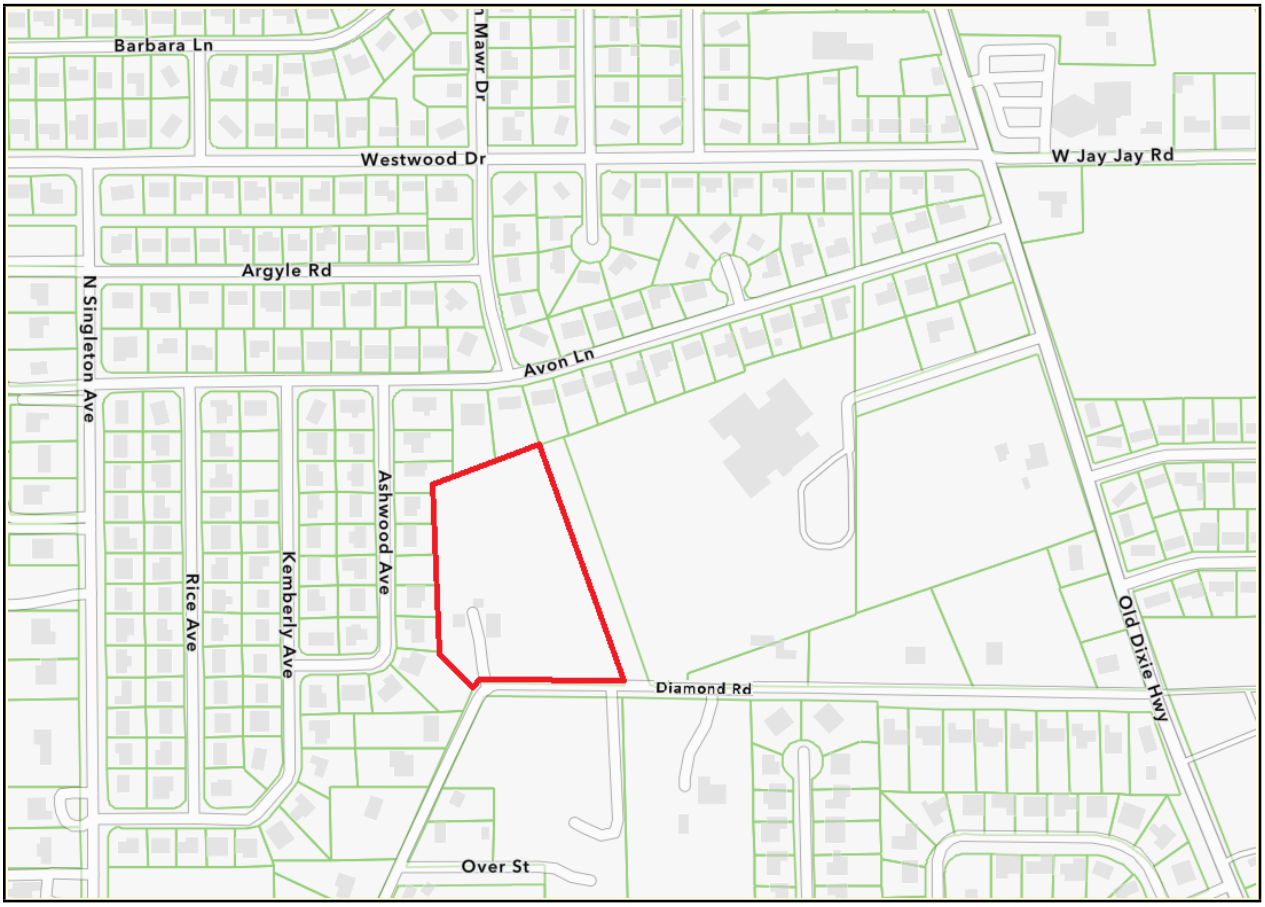
PASSED AND ADOPTED this XXth day of [Month] 2026.

_____
Andrew Connors, Mayor

ATTEST:

_____
Wanda F. Wells, City Clerk

Street Map Identifying Property to be Annexed



ORDINANCE NO. XX-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING ORDINANCE NO. 60-1988, WHICH ADOPTED THE COMPREHENSIVE PLAN OF THE CITY OF TITUSVILLE, BY AMENDING THE FUTURE LAND USE DESIGNATION ON PROPERTY LOCATED AT 3080 DIAMOND ROAD FROM RESIDENTIAL 4 (BREVARD COUNTY) TO MEDIUM DENSITY RESIDENTIAL ON 5.0+/- ACRES OF PROPERTY HAVING PARCEL ID NO. 21-35-29-00-253; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE.

WHEREAS, the City of Titusville, pursuant to Chapter 163, Florida Statutes, desires to amend its Comprehensive Plan adopted by Ordinance No. 60-1988; and

WHEREAS, a first and second public hearing has been held on the Comprehensive Plan amendment before the Local Planning Agency and the local governing body; and

WHEREAS, the City Council of the City of Titusville finds that said Comprehensive Plan Amendment has been processed in accordance with applicable law and desires to amend the Comprehensive Plan.

BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA:

SECTION 1. RECITALS. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2. The City of Titusville's Comprehensive Plan is hereby amended by adopting Small Scale Comprehensive Plan Amendment No. 3-2026, which amends the City of Titusville's Future Land Use Map by changing the land use designation on property located at 3080 Diamond Road from Residential 4 (Brevard County) to Medium Density Residential on 5.0+/- acres of property having Parcel ID No. 21-35-29-00-253; as described in "Exhibit A".

SECTION 3. SEVERABILITY. If any provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect 31 days after adoption in accordance with Section 163.3187(5)(c), Florida Statutes.

PASSED AND ADOPTED this ___ day of _____ 2026.

Andrew Connors, Mayor

ATTEST:

Wanda F. Wells, City Clerk

Exhibit A

LEGAL DESCRIPTION:

TRACT NO. 1. START AT AN IRON PIPE AT THE SOUTHWEST COMER OF THE NE 1/4 OF NW 1/4 OF SECTION 29, TP. 21, S. R. 35 EAST; THENCE EAST 286.7 FEET TO AN IRON PIPE AND POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN NORTH 46 DEGREES 35' WEST, 100 FEET TO AN IRON PIPE; THENCE RUN NORTH 2 DEGREES 10' WEST, 446.6 FEET TO AN IRON PIPE; THENCE NORTH 70 DEGREES 50' EAST, 123.7 FEET TO AN IRON PIPE; THENCE SOUTH 19 DEGREES 5' EAST 586.9 FEET TO AN IRON PIPE ON THE NORTH LINE OF SE L/4 OF NW L/4 OF SEC. 29, TWP. 21 S., R. 35 E; THENCE WEST 216.7 FEET TO POINT OF BEGINNING, CONTAINING 21/2 ACRES, MORE OR LESS AND BEING PART OF THE NE1/4 OF NW1/4 OF SECTION 29, TOWNSHIP 21, SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.

TRACT NO. 2. BEGINNING AT NORTHWEST COMER OF LAND OF SIMMONS AS DESCRIBED IN DEED BOOK 85, PAGE 31, BREVARD COUNTY, RECORDS, GO SOUTH 70 DEGREES 10' WEST 165 FEET; THENCE SOUTH 19 DEGREES EAST 586.9 FEET, TO NORTH LINE OF SE 1/4 OF NW L/4 OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 35 EAST; THENCE EAST ON ABOVE LINE 171 FEET TO SOUTHWEST CORNER OF LAND FORMERLY OWNED BY SIMMONS & NICHOLSON AS DESCRIBED IN DEED BOOK 82, PAGE 531, BREVARD COUNTY PUBLIC RECORDS; THENCE N 19 DEGREES W 660 FEET, TO POINT OF BEGINNING, BEING A PART OF THE NE 1/4 OF NW L/4 OF SECTION 29 TOWNSHIP 21 SOUTH, RANGE 35 EAST, AND CONTAINING 2 1/2 ACRES MORE OR LESS.

ORDINANCE NO. XX-2026

AN ORDINANCE AMENDING ORDINANCE NO. 5-1993 OF THE CITY OF TITUSVILLE, FLORIDA, BY AMENDING THE ZONING MAP MADE PART OF SAID ORDINANCE BY REFERENCE BY CHANGING THE ZONING CLASSIFICATION ON PROPERTY LOCATED AT 3080 DIAMOND ROAD FROM SINGLE-FAMIILY RESIDENTIAL RU-1-11 (BREVARD COUNTY) TO SINGLE-FAMILY HIGH DENSITY (R-1C) ON 5.0+/- ACRES OF PROPERTY HAVING PARCEL ID NO. 21-35-29-00-253; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE.

WHEREAS, the City of Titusville received an application for a rezoning from certain property owners; and

WHEREAS, a first and second public hearing has been held on the rezoning before the Local Planning Agency and the local governing body, and after considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, the City Council of the City of Titusville hereby finds the requested change consistent with the Comprehensive Plan and that sufficient competent and substantial evidence supports the zoning change set forth herein; and

WHEREAS, the City of Titusville finds that said rezoning has been processed in accordance with applicable law and desires to amend its Zoning Map to change the zoning designation on said property; and

WHEREAS, the City Council of the City of Titusville desires to amend its Zoning Map.

BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA:

SECTION 1. RECITALS. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2. Ordinance No. 5-1993 is hereby amended by amending the Zoning Map of the City of Titusville, made a part of said Ordinance by reference, by designating the following property described in “Exhibit A” and presently zoned Single-Family Residential RU-1-11 (Brevard County) as Single-Family High Density (R-1C), as approved by City Council.

SECTION 3. This ordinance shall take effect simultaneously with the effective date of Small-Scale Amendment (SSA) No. 3-2026 contained in Ordinance XX-2026.

SECTION 4. SEVERABILITY. If any provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall

be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. INCORPORATION INTO CODE. This Ordinance shall be incorporated into the City of Titusville Code of Ordinances and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the Code may be made.

PASSED AND ADOPTED this _____ day of _____ 2026.

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

Exhibit A

LEGAL DESCRIPTION:

TRACT NO. 1. START AT AN IRON PIPE AT THE SOUTHWEST COMER OF THE NE 1/4 OF NW 1/4 OF SECTION 29, TP. 21, S. R. 35 EAST; THENCE EAST 286.7 FEET TO AN IRON PIPE AND POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN NORTH 46 DEGREES 35' WEST, 100 FEET TO AN IRON PIPE; THENCE RUN NORTH 2 DEGREES 10' WEST, 446.6 FEET TO AN IRON PIPE; THENCE NORTH 70 DEGREES 50' EAST, 123.7 FEET TO AN IRON PIPE; THENCE SOUTH 19 DEGREES 5' EAST 586.9 FEET TO AN IRON PIPE ON THE NORTH LINE OF SE L/4 OF NW L/4 OF SEC. 29, TWP. 21 S., R. 35 E; THENCE WEST 216.7 FEET TO POINT OF BEGINNING, CONTAINING 21/2 ACRES, MORE OR LESS AND BEING PART OF THE NE1/4 OF NW1/4 OF SECTION 29, TOWNSHIP 21, SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.

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City of Titusville, Florida
Business Impact Estimate

This form should be included in the City Council agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Titusville website by the time notice of the proposed ordinance is published, excluding the exceptions provided in 166.041(4), Florida Statutes.

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING SECTION 7, CHAPTER 63-2001, LAWS OF FLORIDA, SPECIAL ACTS OF 1963, BY ANNEXING CERTAIN PROPERTY LOCATED AT 3080 DIAMOND ROAD HAVING PARCEL ID NUMBER: 21-35-29-00-253 TO BE INCLUDED WITHIN THE CITY LIMITS; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with Section 166.041(4*), Florida Statutes*. If one or more boxes are checked below, this means the City of Titusville is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
    b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the county;
    c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    e. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

[1] See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Titusville hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Titusville, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Titusville regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of Titusville staff solicited comments from businesses in the City of Titusville as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of Titusville website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*]

City of Titusville, Florida
Business Impact Estimate

This form should be included in the City Council agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Titusville website by the time notice of the proposed ordinance is published, excluding the exceptions provided in 166.041(4), Florida Statutes.

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING ORDINANCE NO. 60-1988, WHICH ADOPTED THE COMPREHENSIVE PLAN OF THE CITY OF TITUSVILLE, BY AMENDING THE FUTURE LAND USE DESIGNATION ON PROPERTY LOCATED AT 3080 DIAMOND ROAD FROM RESIDENTIAL 4 (BREVARD COUNTY) TO MEDIUM DENSITY RESIDENTIAL ON 5.0+/- ACRES OF PROPERTY HAVING PARCEL ID NO. 21-35-29-00-253; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with Section 166.041(4*), Florida Statutes*. If one or more boxes are checked below, this means the City of Titusville is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
    b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the county;
    c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;

[1] See Section 166.041(4)(c), Florida Statutes.

d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
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In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Titusville hereby publishes the following information:

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(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Titusville regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

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City of Titusville, Florida
Business Impact Estimate

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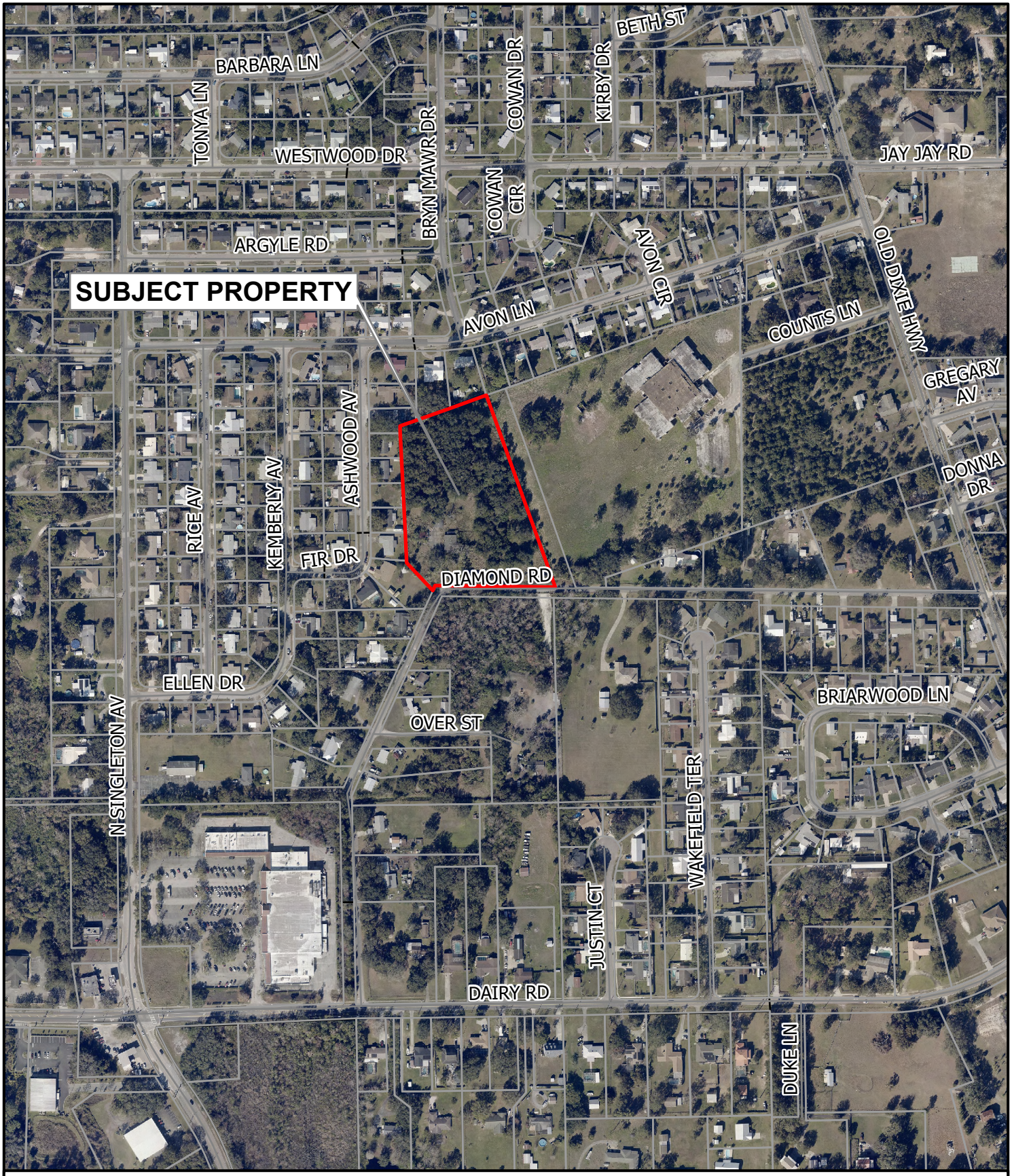


Aerial 2025

SSA#3-2026

0 250 500 1,000 Feet

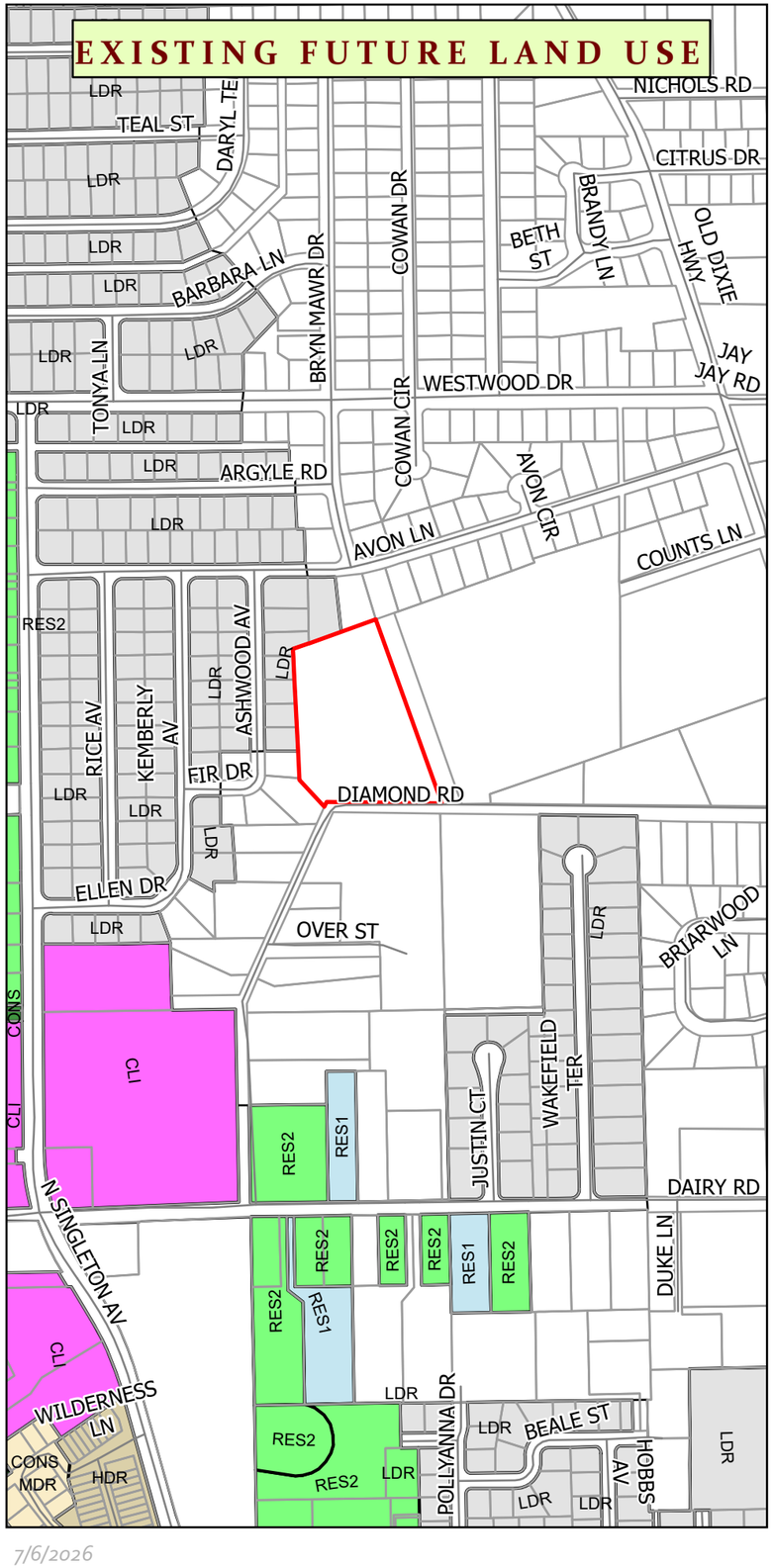
Community Development Department

Aerial photography provided by the Brevard County Property Appraiser's Office

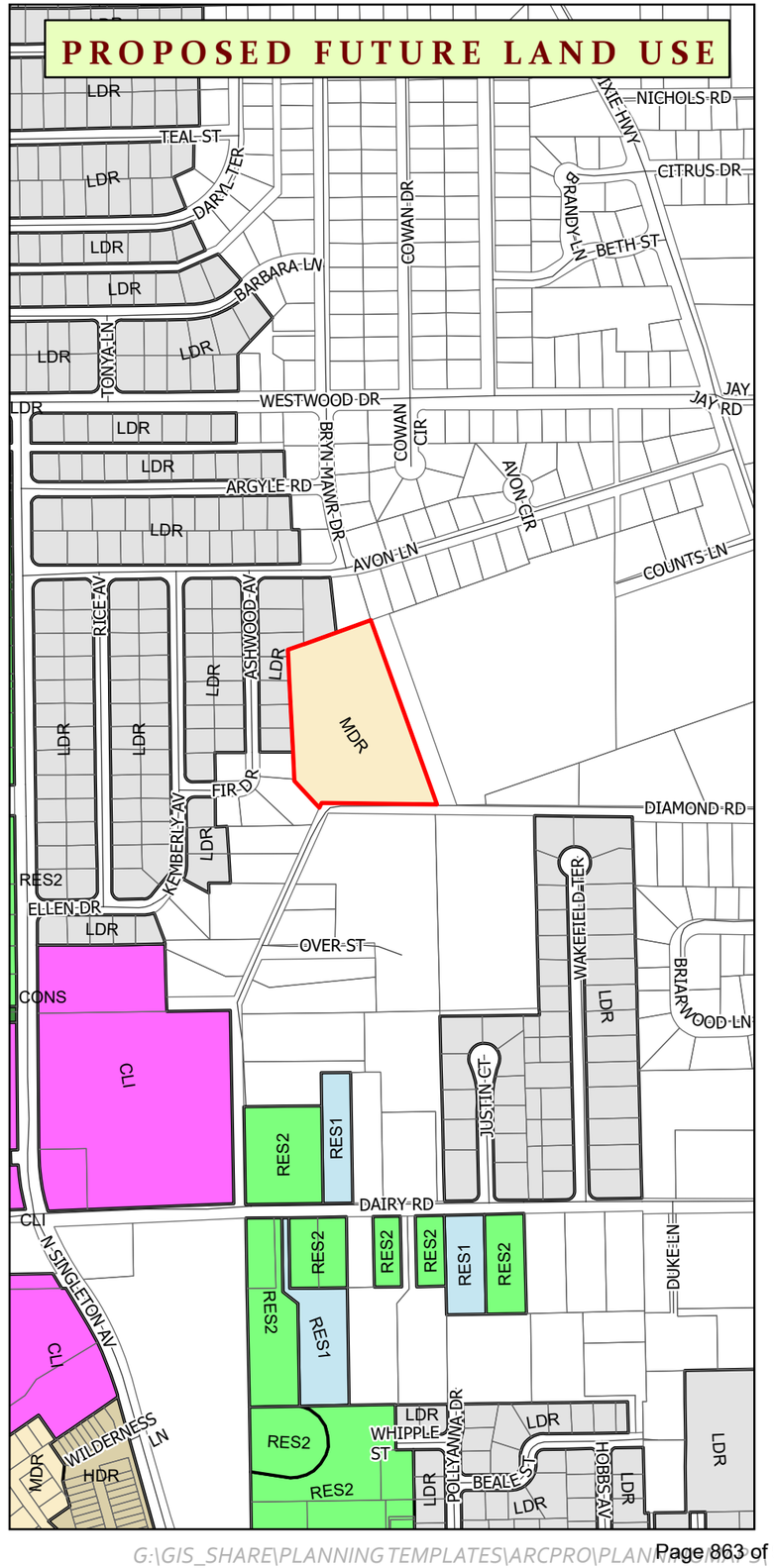
7/6/2026

SSA #2-2024

EXISTING FUTURE LAND USE



PROPOSED 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

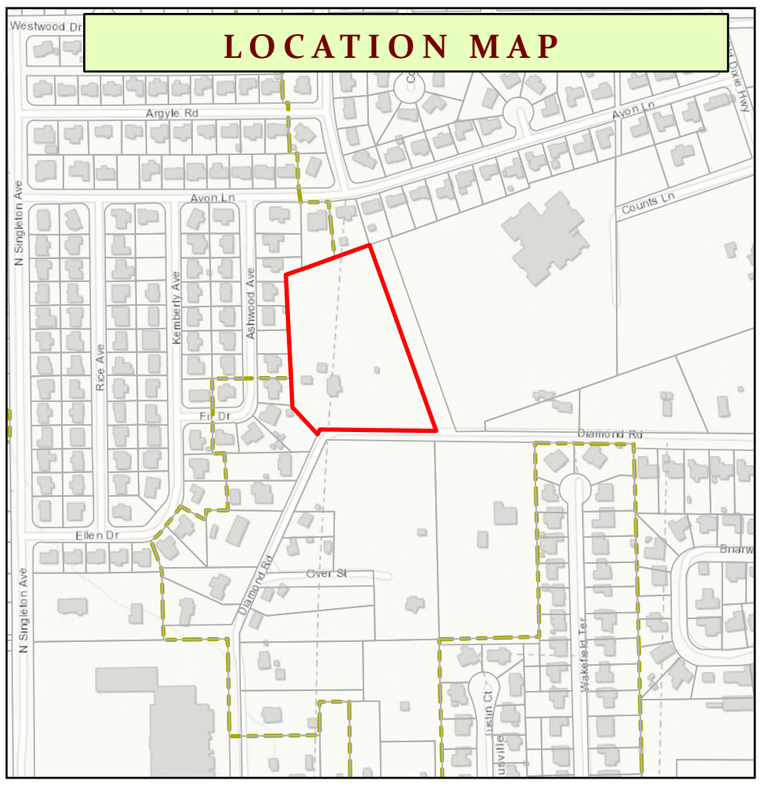
TITUSVILLE, FLORIDA
FOUNDED 1867
N
W
E
S

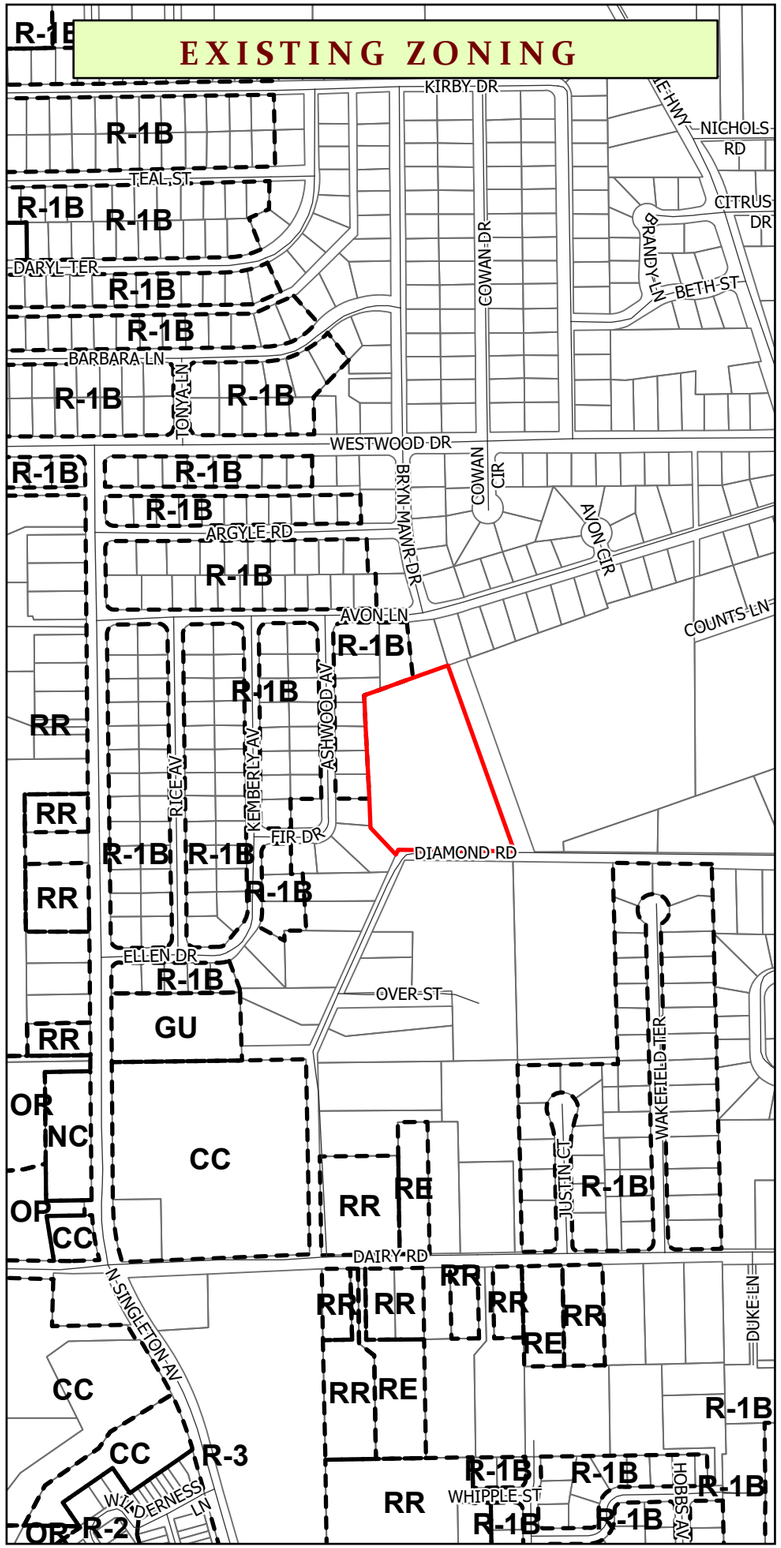
ProposedFLU_Upda

- 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

0 500 1,000 2,000 Feet

LOCATION MAP





SSA #X-20XX

EXISTING ZONING ACREAGE

R-1B: AC

PROPOSED ZONING ACREAGE

R-3: AC

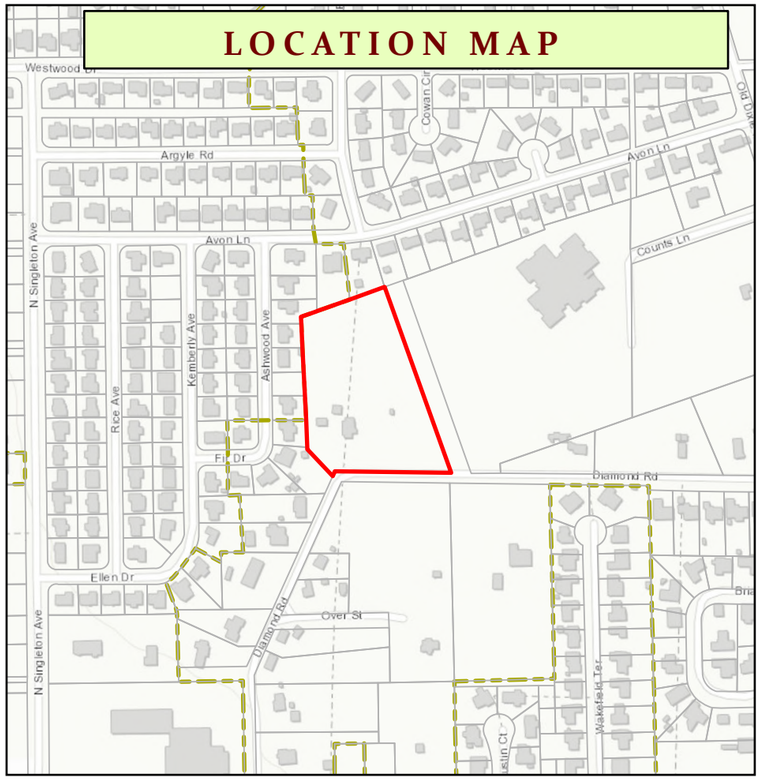
N

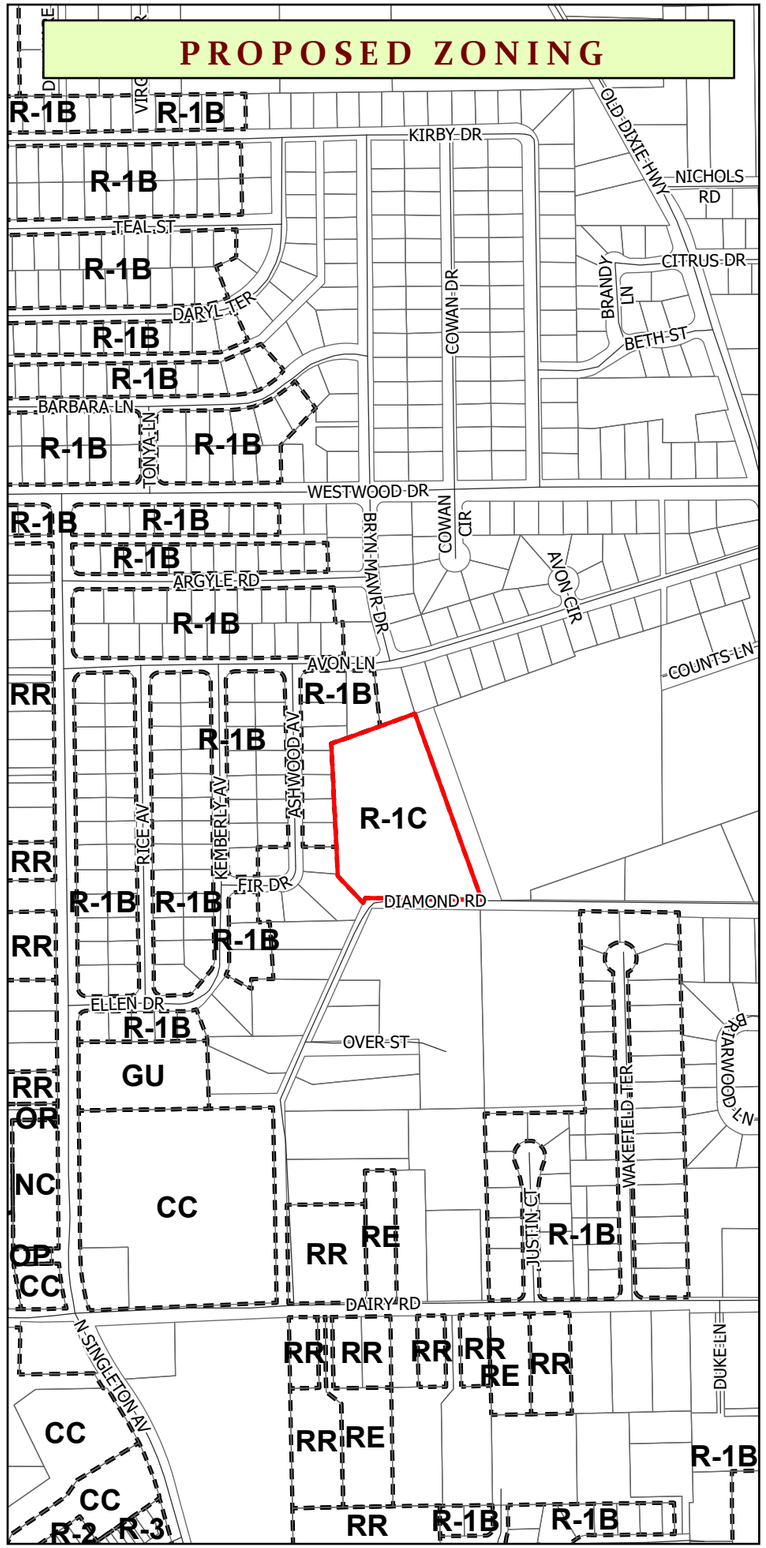
W E

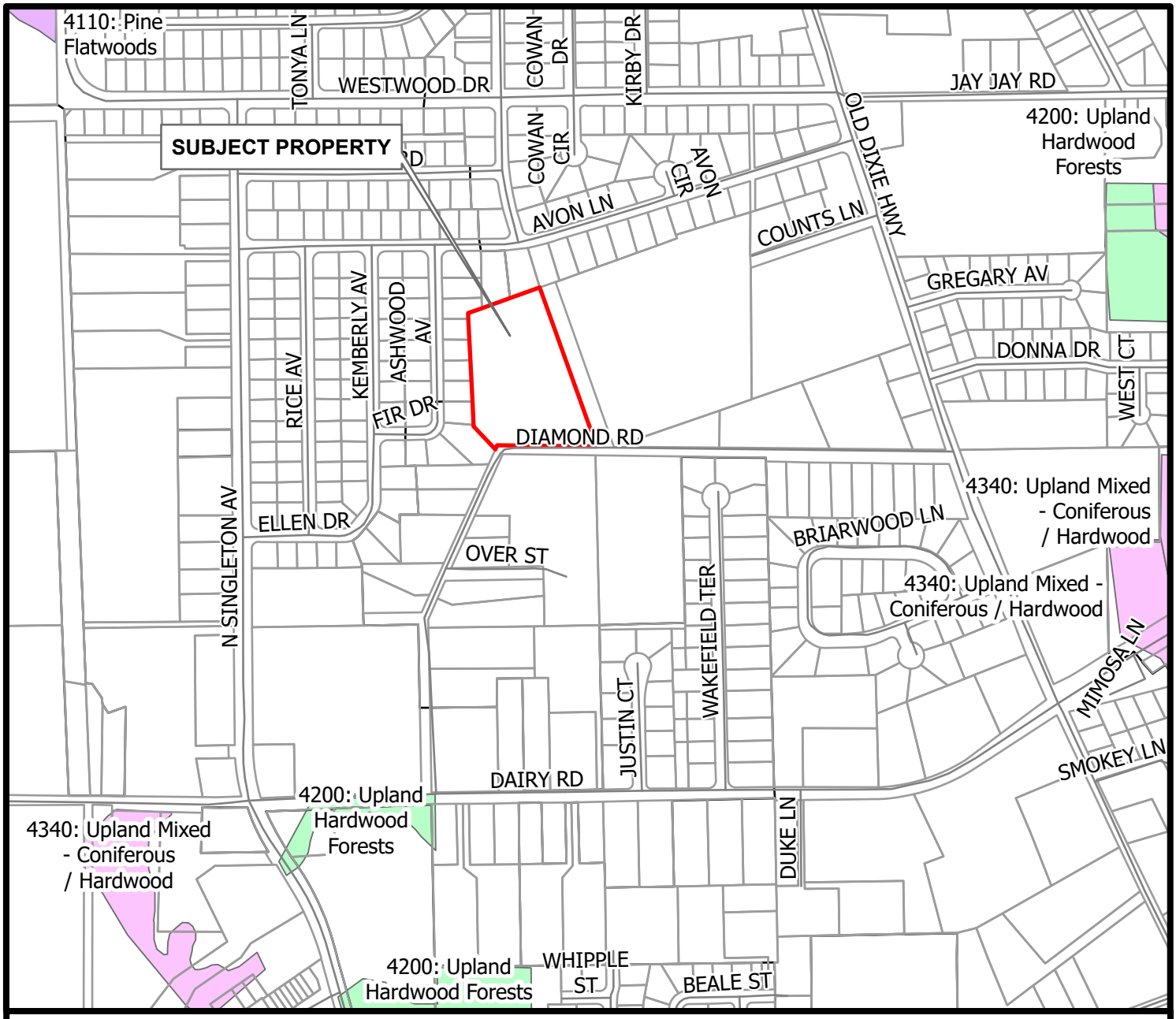
S

TITUSVILLE, FLORIDA FOUNDED 1867

0 500 1,000 2,000 Feet







SJRWMD Florida Land Use Cover Classification System
Upland Forests - 4000 Series
SSA#3-2026

LANDCOVER DESCRIPTION

- 4110: Pine Flatwoods
- 4200: Upland Hardwood Forests
- 4340: Upland Mixed - Coniferous / Hardwood

N W E S

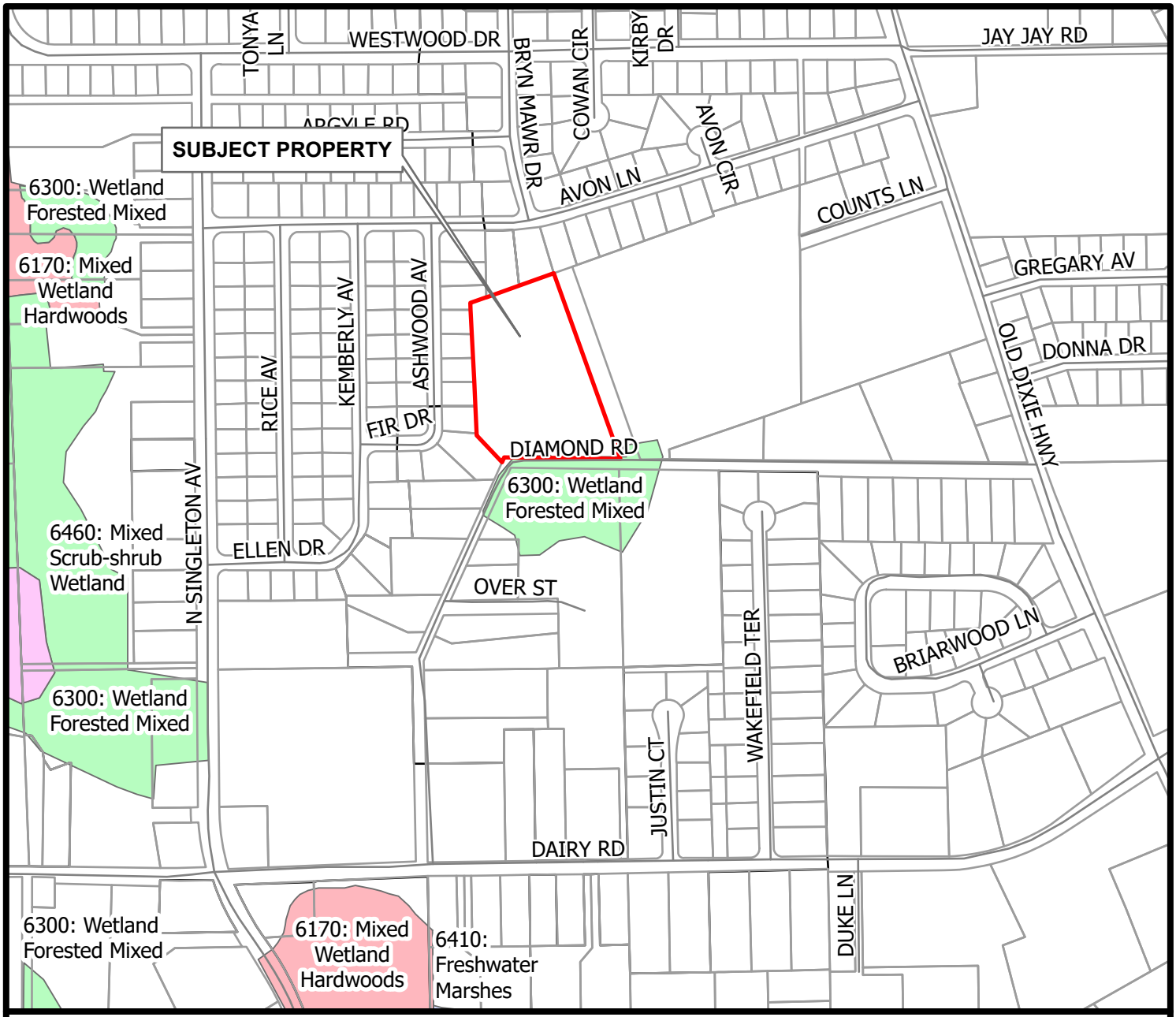
0 280 560 1,120 Feet

Community Development Department

7/6/2026

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



SJRWMD Florida Land Use Cover Classification System
Wetlands - 6000 Series

SSA#3-2026

SJRWMD Land Cover 6000 Series

LANDCOVER DESCRIPTION

- 6170: Mixed Wetland Hardwoods
- 6300: Wetland Forested Mixed
- 6410: Freshwater Marshes
- 6460: Mixed Scrub-shrub Wetland
- Parcels
- Subject

N W E S

0 250 500 1,000 Feet

Community Development Department

7/6/2026

This dataset (2017) is a compilation of the Land Use/Land Cover datasets created by St. John's River Water Management District

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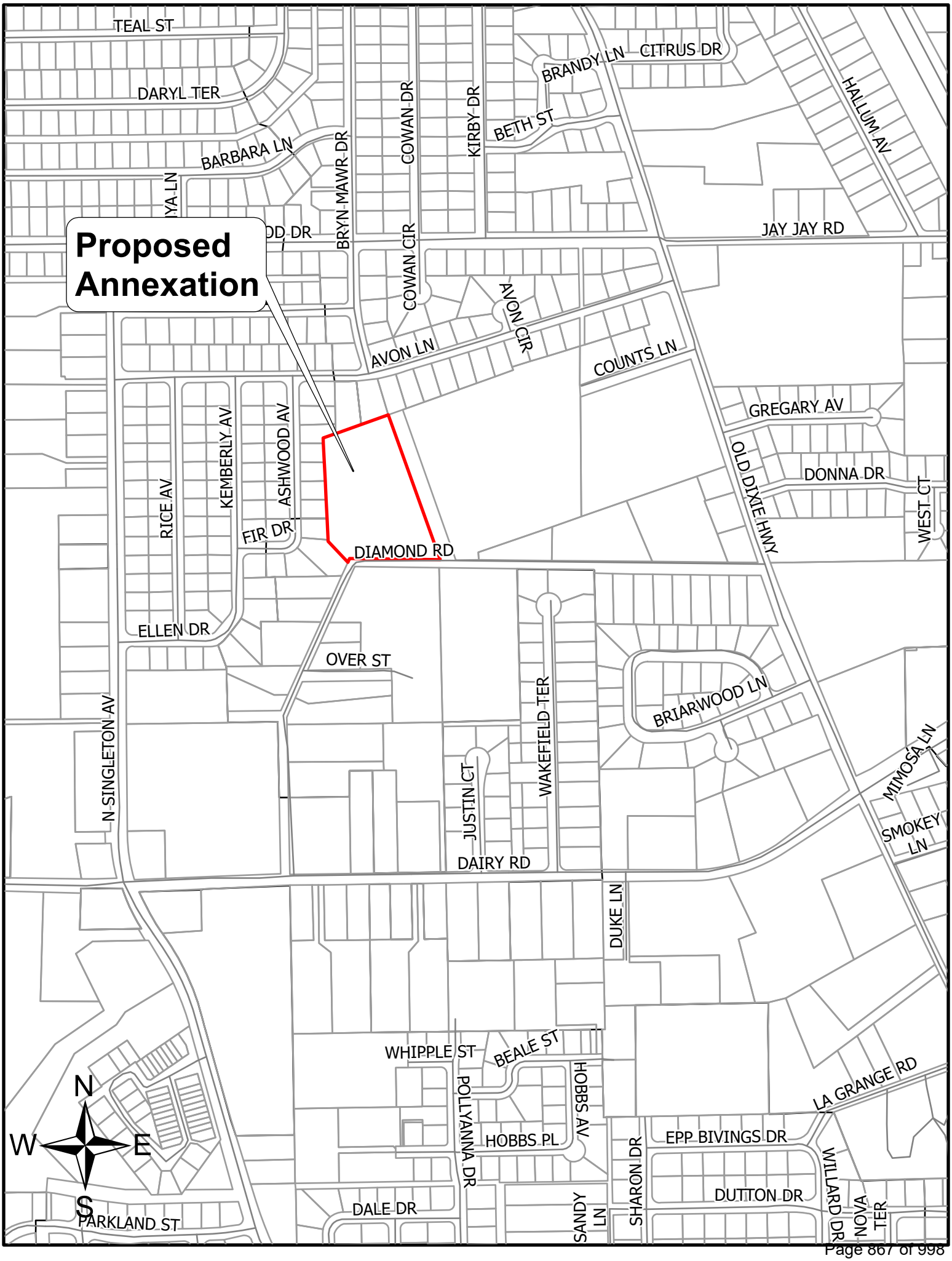
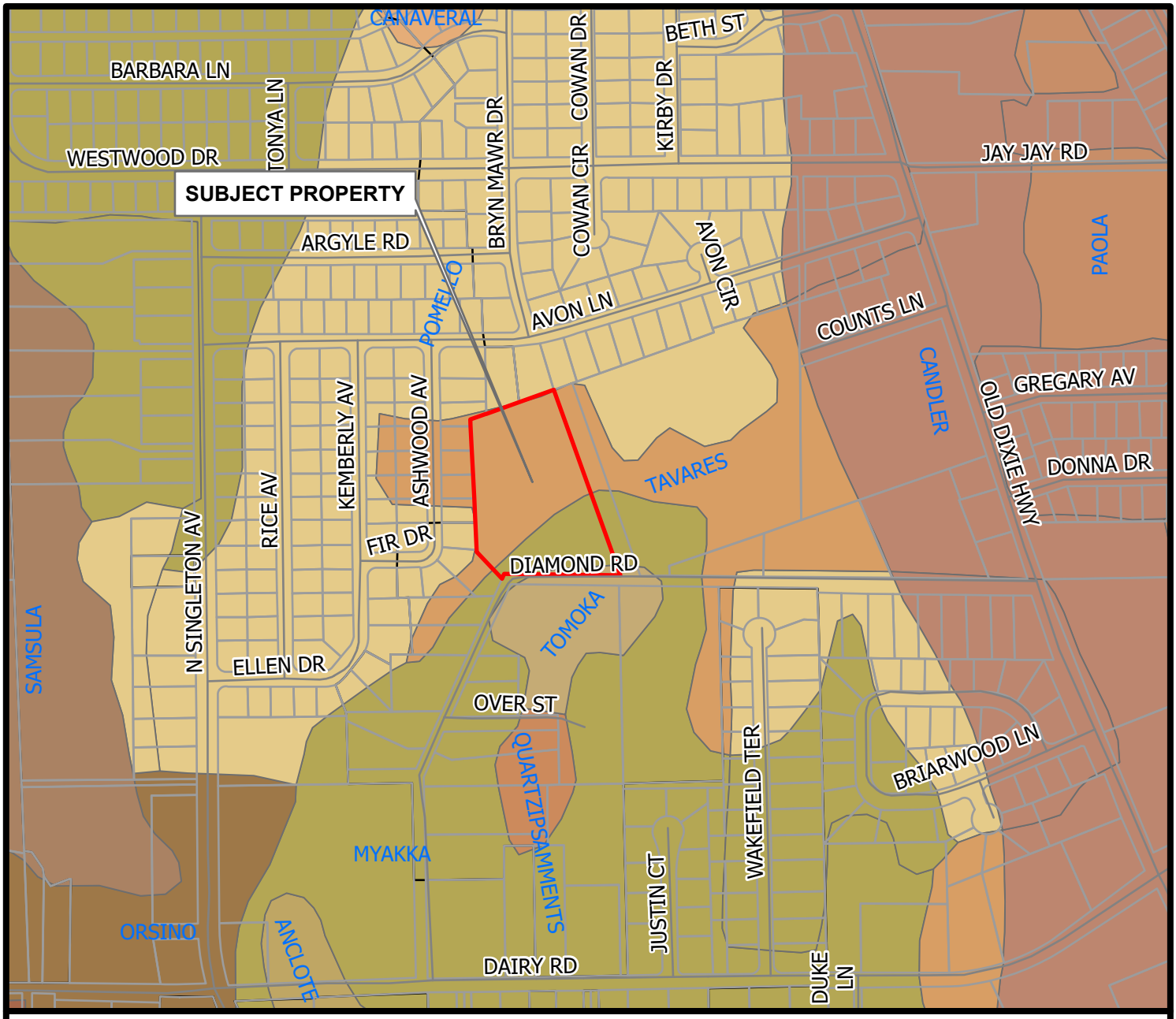

Proposed Annexation
TEAL ST
DARYL TER
BARBARA LN
BRYN MAWR DR
COWAN DR
KIRBY DR
BRANDY LN
CITRUS DR
BETH ST
HALLUM AV
JAY JAY RD
COWAN CIR
AVON CIR
AVON LN
COUNTS LN
GREGARY AV
OLD DIXIE HWY
DONNA DR
WEST CT
KEMBERLY AV
ASHWOOD AV
RICE AV
FIR DR
DIAMOND RD
ELLEN DR
OVER ST
N SINGLETON AV
WAKEFIELD TER
JUSTIN CT
DAIRY RD
BRIARWOOD LN
MIMOSA LN
SMOKEY LN
DUKE LN
WHIPPLE ST
BEALE ST
HOBBS AV
POLLYANNA DR
HOBBS PL
LA GRANGE RD
EPP BIVINGS DR
SHARON DR
WILLARD DR
DUTTON DR
NOVA TER
SANDY LN
DALE DR
PARKLAND ST
N
W
E
S



SOILS IN THE VICINITY OF SUBJECT PROPERTY
SSA#3-2026

- ANCLOTE
- CANAVERAL
- CANDLER
- MYAKKA
- ORSINO
- PAOLA
- POMELLO
- QUARTZIPSAMMENTS
- SAMSULA
- TAVARES
- TOMOKA
- URBAN LAND

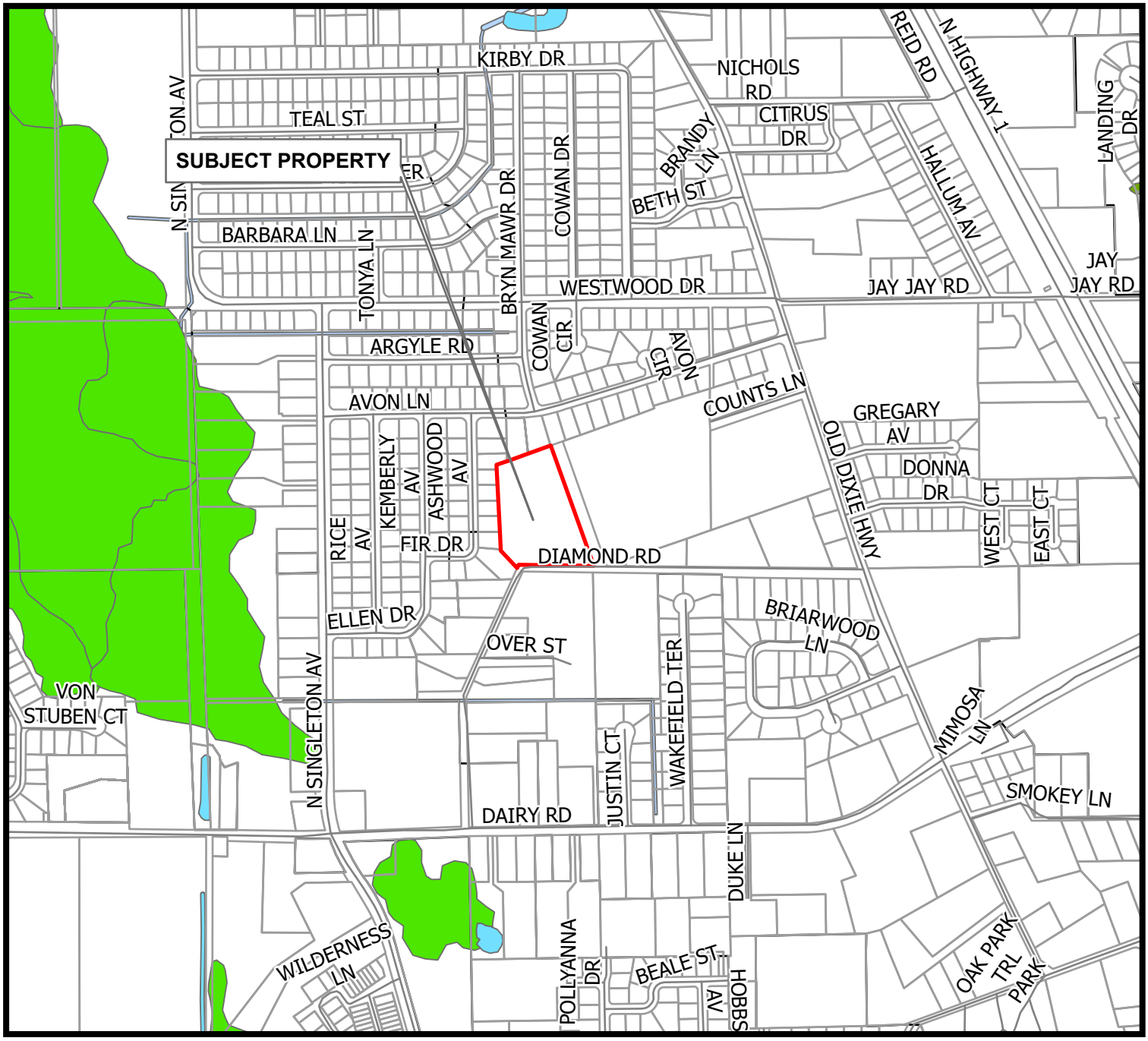
N W E S

0 245 490 980 Feet

Community Development Department

7/6/2026

Soils data source: The U.S. Department of Agriculture, Natural Resources Conservation Service. (2024)



WETLANDS IN VICINITY OF PROPERTY

SSA#3-2026

N
W
E
S

WETLAND_TY

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine

7/6/2026

Scale:1:8,920

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.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Bradley Parrish, Community Development Director

Subject: **Ordinance No. 43-2026 Open Space**

Department/Office: Community Development

Recommended Action:

Conduct the first reading of Ordinance No. 43-2026 Open Space - An Ordinance Of The City Of Titusville, Florida, Amending The Land Development Regulations To Modify Established Open Space Requirements For Development Types Described In Chapter 30 “Development Standards”, Article Iii “Improvements”, Division 3 “Open Space”, Section 30-163 “Open Space Standards”, Table 30-2 “Required Minimum Open Space”; By Amending Article Iii “Improvements”, Division 3 “Open Space”, Amending The Title Of Section 30-161 “Intent” To State “Intent And Purpose”, And Amending Section 30-163 “Open Space Standards”; By Adding Section 30-165 “Open Space Categories”; By Amending Chapter 33 “Development Options”, Article I “Planned Development (Pd)”, Sections 33-5 “Planned Development Standards” And 33-6 “Internal Yard And Bulk Requirements”; By Amending Article Ii “Planned Industrial Development (Pid)” And Section 33-23 “Criteria And Standards Approval Of A Master Plan”; By Amending Article Iii “Planned Office Park”, Section 33-33 “Criteria And Standards”; By Amending Article Iv “Regional Mixed Use (Rmu)”, Sections 33-41 “Purpose And Intent” And 33-45 “General Provisions”; By Amending Article V “Urban Village (Uv)”, Section 33-56 “Design Review Criteria”; By Amending Article Vii “Cluster Subdivision”, Section 33-83 “Criteria And Standards”; By Amending Article Viii “Conservation Subdivision Design”, Section 33-104 “Open Space”; Establishing Definitions; Providing For Severability, Repeal Of Conflicting Ordinances, Incorporation Into The Code, And An Effective Date. (This is a legislative item.)

The public hearing is scheduled for the regular City Council meeting on October 27, 2026 (6:30 p.m.).

On October 7, 2026, the Planning and Zoning Commission (P&Z) made a motion to recommend approval of the Open Space Ordinance with scriveners errors being corrected (foot to feet) and with an additional open space bonus potential where additional area of a stormwater pond (up to either 75% or 100% of the total stormwater pond) may be credited if additional or enhanced amenities are provided. Approved with a 3 yes, 2 no vote. Member Rice voted no as he cannot support the Ordinance as it has negative impact to small business development.

Member Graham voted no as he would like to see several of the concerns that were brought up in discussion addressed.

Summary Explanation & Background:
Enclosed for the Council's review is a draft text amendment to the Land Development Regulations that includes new definitions of open space and regulatory standards. The staff is proposing standards for new or redeveloped residential and commercial sites. The draft also includes Council's request related to excluding buffers and stormwater ponds in open space. The staff does recommend that under certain circumstances amenities adjacent to the public right-of-way be counted toward open space. For instance, a plaza or forecourt located adjacent to a sidewalk in the public right-of-way could meet the open space standard in a commercial or mixed-use development. Parking lots and landscape islands would not count. Finally, all references to open space and regulations were identified throughout the Land Development Regulations and consolidated into a one Section. On July 8, 2025, the City Council reviewed the draft and directed the staff to advertise the ordinance.

Alternatives:

1. Conduct the first reading of the ordinance as written.
2. Conduct the first reading of the ordinance with changes.
3. Do not Conduct the first reading of the ordinance.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:
Goal 2: Efficient & Effective Services - (c) Continue implementation of the sustainability plan.
Goal 4: Economic Development - (b) Continue to market trails and amenities.
Goal 6: Community Design - (a,b,c)

Strategic Plan Impact:

ATTACHMENTS:
1. Open Space Ord Presentation Fall 2026
2. Open Space Ordinance 9-3-26

CITY OF Titusville FLORIDA

Open Space

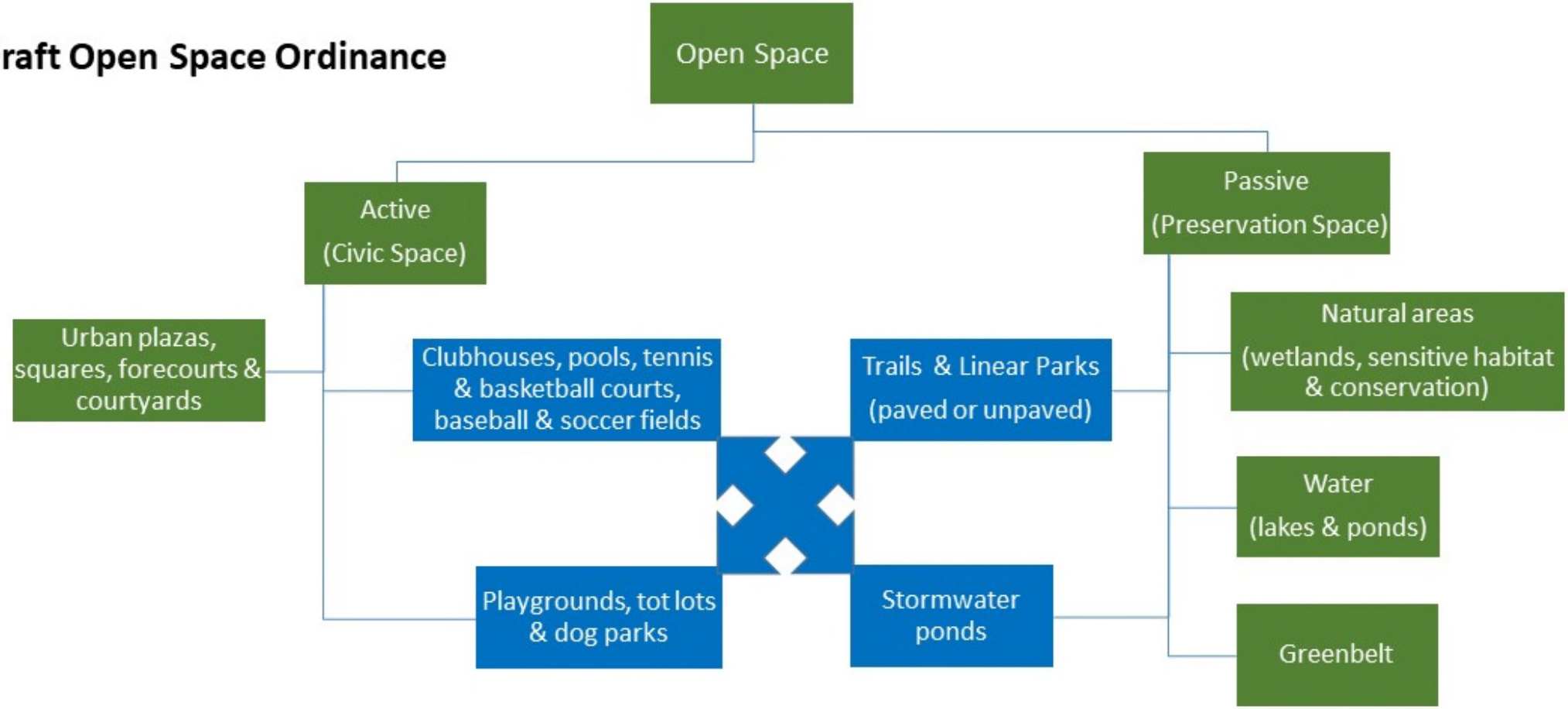
Background

- Open space not well defined
- Council requested improving and clarifying the Code definitions and requirements, such as defining open space, parks in neighborhoods (and size requirements), etc

Current Code [Ch 30, Art III, Div 3]

- Various definitions and standards for different development types (PD, PID, RMU, DMU, UV & Cluster subdivision)
- Planned Developments (PD) zoning
  - "Common open space includes both passive recreation (e.g. picnic areas or walking trails) and active recreation (e.g. playgrounds or basketball courts) areas. Private waterbodies and stormwater retention or detention areas that are designed to be used for passive recreation (i.e. improved with fountains, benches, and walkways) may be counted towards the common open space minimum requirement." [Sec. 30-163(f)(3)]
- No open space required in standard zoning district (R-1, R-2, R-3 and commercial zoning)

Draft Open Space Ordinance



Draft Code

1. Expanded Intent and Purpose statement [Chapter 30, Article III]
2. Added new Open Space Categories [TYPES]
3. Added New Standards applicable to all open space, parks and recreation
4. Eliminated redundant standards [Chapter 33]

Open Space Category	Description	Design and Maintenance Requirements
Natural areas 	Natural areas are preservation areas established for the protection of natural attributes of local, regional, and statewide significance, which may be used in a sustainable manner for scientific research, education, aesthetic enjoyment, and appropriate use not detrimental to the primary purpose or for purposes of meeting preservation requirements of the Land Development Regulations. These areas are resource-based, rather than user-based, but may provide some passive recreational activities such as hiking, nature study, and picnicking.	Maintenance is limited to minimum removal of nuisances, or unhealthy vegetative conditions. Natural water courses shall be maintained as free flowing and devoid of debris. Stream channels shall be maintained. Land shall not be cleared except for trails.
Playgrounds 	Playgrounds provide play areas for children as well as open shelter with benches for parents. Playgrounds may be built within squares and parks or may stand alone within a residential block.	Minimum size: 5,000 square feet Maximum size: 20,000 square feet The land where playing surfaces are located may be covered in sand, wood chips, or other equivalent material. Paths and walkways may be paved in concrete, crushed gravel, brick paver, or similar material, or partially paved., all abilities, ADA playgrounds are preferred.

New Standards

- May count up to 50% of natural water body and stormwater system
- Parking areas do not count as open space
- Buffers and landscape islands may count as open space





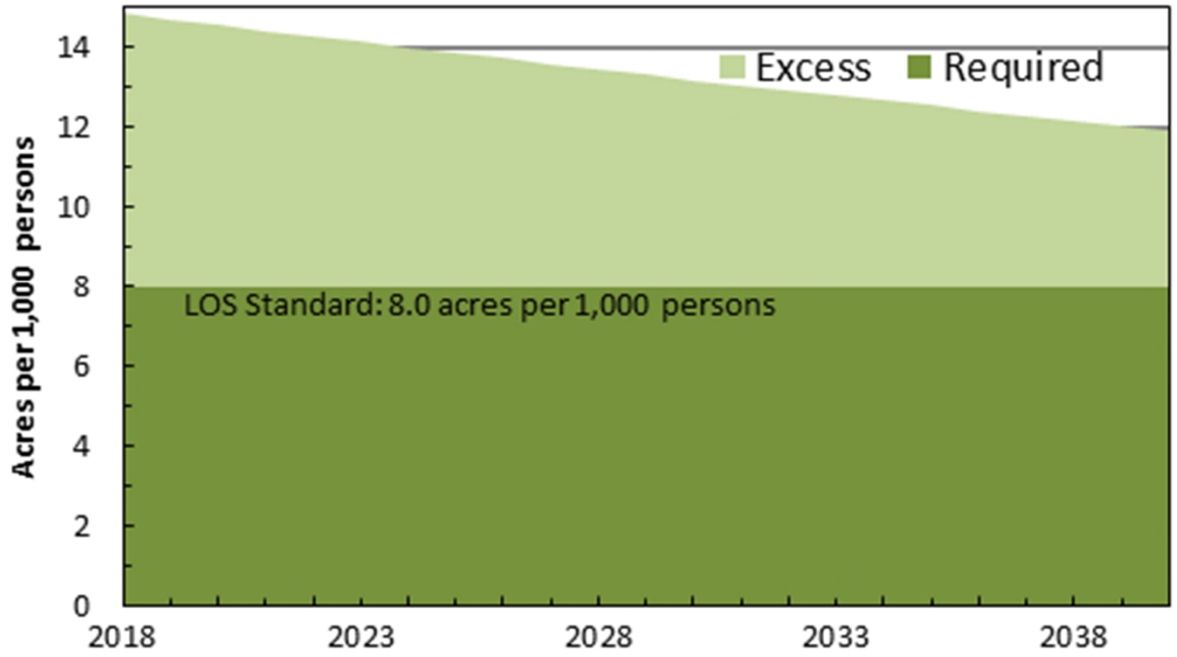
New Standards

a. Open space should be usable common open space…
b. Open space include amenities…
c. Must choose from list of categories

Level of Service Analysis

Parks

City of Titusville: 2018-2040



Source: Community Development Department
Titusville Sept 2018

THE TRUST FOR PUBLIC LAND

Legend

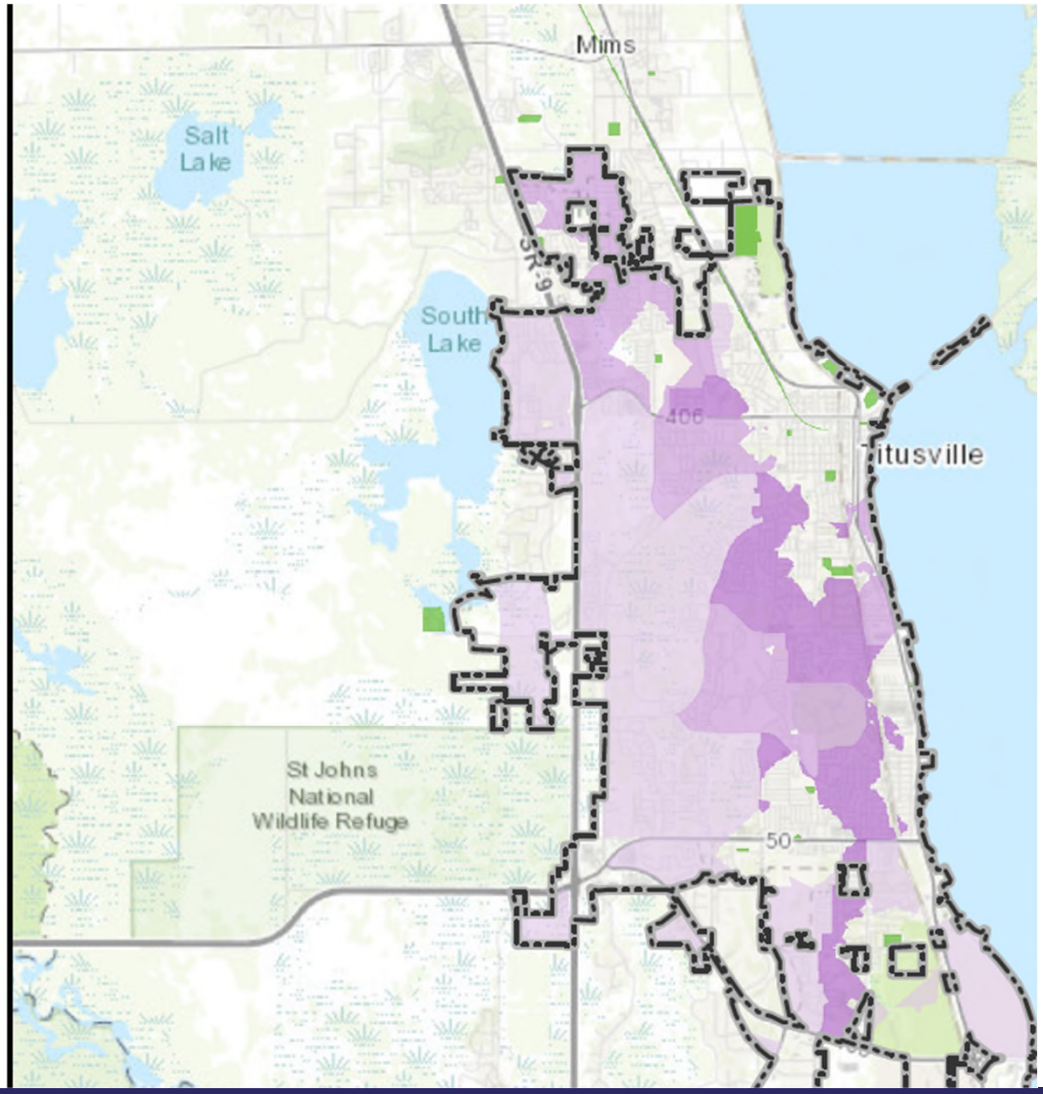
- City Boundary
- Parks

Priority areas for new parks

- Very high priority
- High priority
- Moderate priority

City Statistics	Current
City: Titusville, FL	
Park Acres	205
Total Population	45,916
Served Population	13,808
Percent Served	30.1%

www.tpl.org/parkserve



Redundant Standards

No changes to existing standards

Development type	Minimum
Planned Industrial (PID)	20%
Conservation/Cluster	50%
Manufactured Housing	15%
Planned Development (PD)	35%
Regional Mixed Use (RMU)	20%
Urban Village (UV)	20%
Downtown (DMU)	500 sq. ft.

Removes duplicate references

Moves all minimum open space standards from Chapter 33 to Chapter 30



CITY OF Titusville FLORIDA

Questions

ORDINANCE NO. X-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS TO MODIFY ESTABLISHED OPEN SPACE REQUIREMENTS FOR DEVELOPMENT TYPES DESCRIBED IN CHAPTER 30 "DEVELOPMENT STANDARDS", ARTICLE III "IMPROVEMENTS", DIVISION 3 "OPEN SPACE", SECTION 30-163 "OPEN SPACE STANDARDS", TABLE 30-2 "REQUIRED MINIMUM OPEN SPACE"; BY AMENDING ARTICLE III "IMPROVEMENTS", DIVISION 3 "OPEN SPACE", AMENDING THE TITLE OF SECTION 30-161 "INTENT" TO STATE "INTENT AND PURPOSE", AND AMENDING SECTION 30-163 "OPEN SPACE STANDARDS"; BY ADDING SECTION 30-165 "OPEN SPACE CATEGORIES"; BY AMENDING CHAPTER 33 "DEVELOPMENT OPTIONS", ARTICLE I "PLANNED DEVELOPMENT (PD)", SECTIONS 33-5 "PLANNED DEVELOPMENT STANDARDS" AND 33-6 "INTERNAL YARD AND BULK REQUIREMENTS"; BY AMENDING ARTICLE II "PLANNED INDUSTRIAL DEVELOPMENT (PID)" AND SECTION 33-23 "CRITERIA AND STANDARDS APPROVAL OF A MASTER PLAN"; BY AMENDING ARTICLE III "PLANNED OFFICE PARK", SECTION 33-33 "CRITERIA AND STANDARDS"; BY AMENDING ARTICLE IV "REGIONAL MIXED USE (RMU)", SECTIONS 33-41 "PURPOSE AND INTENT" AND 33-45 "GENERAL PROVISIONS"; BY AMENDING ARTICLE V "URBAN VILLAGE (UV)", SECTION 33-56 "DESIGN REVIEW CRITERIA"; BY AMENDING ARTICLE VII "CLUSTER SUBDIVISION", SECTION 33-83 "CRITERIA AND STANDARDS"; BY AMENDING ARTICLE VIII "CONSERVATION SUBDIVISION DESIGN", SECTION 33-104 "OPEN SPACE"; ESTABLISHING DEFINITIONS; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Titusville, Florida, is a municipal corporation organized and existing pursuant to Chapter 63-2001, Laws of Florida, Special Acts of 1963, Article VII, Section 2 of the Constitution of the State of Florida, and Chapter 166, Florida Statutes; and

WHEREAS, the City of Titusville possesses certain governmental, corporate, and proprietary powers to conduct and perform municipal functions; and

WHEREAS, the City of Titusville, pursuant to its Home Rule Powers, possesses full governmental authority to manage and determine growth within its corporate limits subject to and only limited by applicable law; and

WHEREAS, the City of Titusville has adopted a Comprehensive Plan consistent with Chapter 163, Florida Statutes; and

WHEREAS, the Titusville City Council desires to require certain types and sizes of open space for recreation and pedestrian movement and to create a sense of community, by amending the Land Development Regulations, and

WHEREAS, the City Council directed the staff to review the definition of open space in the Land Development Regulations; and

WHEREAS, the City Council wishes to adopt amendments to Chapters 30 and 33 of the Land Development Regulations relating to open space standards in the best interest of the public, health, safety, and welfare of the citizens of Titusville.

NOW, THEREFORE, BE IT ENACTED by the City of Titusville, Florida as follows:

SECTION 1. Recitals. The foregoing recitals are deemed true and correct and are hereby incorporated herein by this reference.

SECTION 2. That Chapter 30, "Development Standards", Article III, "Improvements", Division 3, "Open Space", Section 30-161, "Intent", of the Code of Ordinances, City of Titusville, is hereby amended to read as follows:

Sec. 30-161. Intent and Purpose.

~~"Common open space" is any portion of land, within a site, designated with an intent to design for the recreational use or enjoyment of residents and visitors and to assure proper internal buffering of land uses. All common open space shall be improved to the extent necessary to complement the development and may contain compatible and complementary structures.~~

(a) *Intent*. Certain residential, commercial, industrial and mixed-use development shall be accessible to and/or provide open spaces.

(1) Open space provides a valuable asset to the urban form of the City of Titusville, its historical development, and the general welfare of its residents. These standards ensure that open space provides focal points for new communities.

(2) Open space provides opportunities for public and civic spaces for leisure and recreation on linear commercial or mixed-use corridors through the use of pedestrian and cycling facilities, interesting streetscapes and urban plazas. Parks, civic spaces and other public gathering areas adjacent to the pedestrian network are important placemaking features of a walkable neighborhood.

(3) Open space preserves natural features such as woodland and wetland areas and allow access to limited, passive users such as through the use of small parks and nature paths.

SECTION 3. That Chapter 30, "Development Standards", Article III, "Improvements", Division 3, "Open Space", Section 30-163, "Open Space Standards", of the Code of Ordinances, City of Titusville, is hereby amended to read as follows:

Sec. 30-163. Open space standards.

(a) *Required ~~minimum~~ open space.* ~~The area of all eligible Low Impact Development (LID) best management practices (BMPs) listed in Low Impact Development Technical Manual Section 11.6, "Low Impact Development Incentives Matrix" shall be credited towards minimum required open space.~~

(1) Required open space shall be reserved for any development in the zoning districts or areas as set forth in Table 30-2, Required Open Space Table. When using more than one development type, the more stringent limitation or requirement shall prevail.

(2) *Categories of Open Space.* The applicant shall choose among the types of open space to include within the proposed development and select those types of open space that are consistent with the overall minimum set-aside requirements set forth in Table 30-3, contained in ~~[~~Section 30-165~~]~~.

(3) *Standards for all open space.* The standards provided below ensure that all designated open space is usable and has suitable size, location, dimension, topography, character, and access.

a. *Generally.* The required open space areas shall be provided as common areas for the use by the landowners or residents of a development or the public. Land designated as open space shall be maintained as open space and may not be separately sold, subdivided, or developed except as provided in this Section. The minimum dimension, improvement, and maintenance requirements shall be consistent with the Design and Maintenance Requirements column of the Open Space Categories Table 30-3, contained in Section 30-165. Open space shall be further defined by the following.

i. Open space should be usable common open space. Usable common open space means a total amount of usable area permanently set aside and designated on a site development plan as recreational or open space for use by the landowners or residents of a development or the public. Such usable space shall include a minimum of one active and passive recreational areas~~,~~ including but not limited to playgrounds, nature trails, lakes, bikeways, or community recreational facilities with such amenities as a swimming pool, tennis court, or similar recreation amenities. The usable common open space should be improved to the extent necessary to complement the residential houses, meet the minimum needs of the residents, and contain compatible and complimentary structures for the benefit and enjoyment by the landowners or residents of a development or the public.

ii. Trails and multi-use paths are part of a looped network that should allow users to access adjacent improved or planned off-site paths.

iii. Passive open space is essentially unimproved and set aside, dedicated, designated, or reserved for public or private use for the use and enjoyment of the owners and occupants of a development.

Activities which are considered passive include but are not limited to hiking, nature observation, nonmotorized boating, and picnicking. Site alterations which are considered acceptable for passive activities are exemplified by boardwalks, picnic areas, outdoor educational displays, observation stations, archaeological or historic markers, and paths and trails for walking or hiking. The types of open space that may qualify as passive are natural areas, greens, parkways, and greenways. See Table 30-3, contained in Section 30-165.

iv. Active open space is essentially improved areas that include one or a combination of playgrounds, forecourts, greens, parks, plazas, ~~and~~or courtyards. Recreational amenities such as pools and tennis courts are active open space. See Table 30-3, contained in Section 30-165.

b. *Designation.* Any area reserved as open space shall be indicated on the application for development approval. An open space provision and maintenance plan shall be submitted as a part of the application for development approval, including the project phasing schedule. This plan shall designate and indicate the boundaries of all proposed open space required by this ~~s~~Section and the type of open space provided. See Article I, General provisions, Division 3, Operations and maintenance.

c. *Open space in floodplains or water features.* Consistent with Chapter 30, Article II, Division 7 "Flood Management," Section 30-103(b)(2), flood hazard area, including areas used as part of a stormwater management system as provided in Section 30-163(a)(3)d, may be credited up to fifty percent (50%) as part of the required open space of the development.

d. *Percentage in retention or detention areas and natural water bodies.*

i. Not more than fifty percent (50%) of a natural water body and stormwater system required as part of the stormwater management standards contained in Division 6 "Stormwater management and aquifer protection" of this Article may qualify as open space area, subject to the requirements established in this Section and, where exceptions are permitted, in paragraph 30-163(a)(4) "Additional standards by zoning district" of this Section.

ii. Fifty percent (50%) or more of the active and usable area shall be above the elevation of the 25-year/24-hour storm event and designed for recreational uses~~.~~

iii. Retention or detention areas used as open space shall be included as part of a greenbelt or a greenway. Retention or detention areas shall not be designed to be inundated in such a manner that they become unsuitable for their designated recreational purposes.

iv. Retention or detention areas, including drainage easements, credited toward open space shall be constructed of natural materials.

Terracing, berming, and contouring is required in order to naturalize and enhance the aesthetics of the basin consistent with the design criteria and performance standards of the Stormwater Management Technical Manual Sections 7.4 and 7.5 and the Low Impact Development Technical Manual Section 11. Wet detention areas, if any, shall be designed so that shorelines, when practical, are sinuous rather than straight and so that the length of shoreline is maximized, thus offering more space for the growth of littoral vegetation.

v. The area of all eligible Low Impact Development (LID) best management practices (BMPs) listed in Low Impact Development Technical Manual Section 11.6, "Low Impact Development Incentives Matrix" shall be credited towards minimum required open space.

e. *Walls and fences.* Walls and fences, if used, shall not exceed six (6) feet in height consistent with Article III, Division 4 “Fences” of this Chapter. This requirement does not apply to fences used in conjunction with athletic fields, tennis courts, and similar recreational uses.

f. *Landscape yards (buffers)*. Any buffer or landscaped area provided pursuant to Article III, Division 10, Subdivisions 3 “Landscape yard (buffer/screen)” and Subdivision 7 “Parking Area Landscaping” of this Chapter that meets the requirements of the Open Space Categories Table 3-30, contained in Section 30-165, for a particular category of open space shall be credited toward the minimum open space requirements of Section 30-163(a) “Required open space”.

g. *Access*. Provided open space shall have a direct path to a public or private street. The developer shall choose a method of administering open space as specified in Chapter 30, Development standards, Article I, General provisions, Division 3, Operations and maintenance.

h. *Exclusions.* The following areas are not considered open space pursuant to this section:

i. Areas covered by buildings (excluding clubhouses), parking lots, or other impervious surfaces accessible to automobiles. Parking areas accessory to an open space under an overhead utility line may be counted ~~per~~as provided in paragraph Section 30-163(a)(4) of this Section and Table 30-3 Open Space Categories;

ii. Land underneath overhead public utility transmission lines, except where used for multi-purpose trails, or parking areas accessory to open space;

iii. Utility easements; and

iv. Streets.

(4) *Additional standards by development type*. Additional standards are in addition to the description, design, and maintenance requirements of the Open Space Categories Table 30-3. At least one active and one passive open space category found in Table 30-3, Open Space Categories, shall be proposed with each of the following development types.

Table 30-2 Required Minimum Open Space

~~Table 30-2 Required Minimum Open Space~~		
Development Type	Minimum Percent Required Common Open Space	Additional Standards
Residential Manufactured Housing Subdivision (RMH-1)	15	
Residential Manufactured Housing Park (RMH-2)	15	Sec. 30-163(b)
Travel Trailer Park in the RMH-2 and T zoning districts	Per Chapter 28 Zoning, Article IV Use Table	
Planned Office Park	30	Sec. 30-163(c)
Highway Industrial Infill (M-3)	No minimum	Sec. 30-163(d)
Planned Industrial Development (PID)	20	Sec. 30-163(e)
Planned Development (PD)	35	Sec. 30-163(f)
Regional Mixed-Use (RMU)	20 percent open space for the overall RMU development, including the following: 15 percent active park and recreation for the overall RMU development 10 percent active park and recreation for residential in any individual tract within RMU-200, RMU-300 or RMU-400 sub-districts	Sec. 30-163(g)
Urban Village (UV)	25	Sec. 30-163(h)
Cluster Development ~~and Conservation Subdivision~~	50	Sec. 30-163(i)
Conservation Subdivision	50	Sec. 30-163(j)

(b) *Residential Manufactured Housing Park (RMH-2).* Common open space areas shall be exclusive of mobile home sites, ~~buffer strips,~~ street right-of-way, storage areas, utility sites, and ~~all nonrecreational service~~ buildings. See Section 30-163(a)(3)h.i. They shall be easily accessible to all park residents

and shall be owned and maintained by the park management. Within one of the common use areas, a clubhouse facility shall be constructed to meet the indoor recreation needs of the residents of the RMH park.

(c) *Office Professional (OP).* The primary purpose of the open space is to assist in maintaining a parklike setting, preserve natural vegetation, and ~~assure~~ ensure proper internal buffering of land uses. The minimum percentage of open space required for a Planned Office Park in Office Professional (OP) zoning is thirty percent (30%) of the total gross acreage of the Planned Office Park.

(d) *Highway Industrial Infill (M-3).*

(1) *Open space design.:* ~~landscaped~~ Landscaped and usable open spaces should be designed as integral parts of the site and building design. The location and configuration of usable open space should be designed to encourage social interaction, maximize its utility, and facilitate maintenance.

a. Buffers and berms should be incorporated for grade density, separation, and noise control. Additionally, pedestrian walkways, bike paths, and seating arrangements should be created when feasible and practical.

b. Existing natural features including topography and vegetation should be preserved and incorporated into site design.

c. Plant materials should be selected with consideration for building design, growth patterns, colors, texture spacing, shade, and compatibility with site activity.

(2) *Greenbelt properties.* Greenbelt properties within this district shall be developed with a greenbelt as follows:

a. A greenbelt of thirty-five (35) feet along the front setback or abutting the highway and fifteen (15) feet along the remaining perimeter of the site. Larger greenbelts are encouraged.

(e) *Planned Industrial Development (PID).*

(1) ~~*Common o*~~*Open space:* A minimum of twenty percent (20%) ~~percent~~ of the total site area, exclusive of rights-of-way, shall be set aside as common open space and dedicated for public use or held in common by the owners of the industrial park, subject to maintenance provisions in deed restrictions approved by the City Council. Said common open space area may include required greenbelts and areas designated for stormwater retention or detention requirements p~~P~~rovided that they are utilized for passive recreation, nature observation, or other accessible recreational activity. Regulatory wetlands may be credited for up to a fifty percent (50%) ~~percent~~ credit to the required common open space at a two to one (2:1) ratio.

(2) *Greenbelt:* Within a Planned Industrial Development, a greenbelt shall be required as follows:

a. Where the project abuts a ~~major~~ collector or higher classification roadway or nonindustrial/planned industrial land uses: ~~-~~ fifty (50) feet in width.

b. Remaining perimeter: ~~-~~ twenty-five (25) feet in width. Improvements within the required greenbelt shall be limited to underground utilities and irrigation systems, required rights-of-way perpendicular to the greenbelt, pedestrian and bicycle paths, stormwater management systems, and passive recreation areas. The required greenbelt, excepting identified wetlands, may be included in calculating the required open space ~~required by Section 30-164(f)(1)~~.

(f) *Planned Development (PD).*

(1) The minimum percentage of open space required for a PD is thirty-five percent (35%) of the total gross acreage of the PD.

(2) A five percent (5%) ~~percent~~ credit will be given towards the minimum required common open space requirement if public art or a community feature is provided in a publicly accessible outdoor ~~park or urban plaza~~active open space.

(~~2~~3) Urban plazas are an improved, landscaped, or paved type of open space which are usually surrounded by streets and buildings, having amenities such as seating, drinking, and ornamental fountains, art, trees, and landscaping for use by the public.

(~~3~~4) ~~Common o~~Open space includes both passive recreation (e.g. picnic areas or walking trails) and active recreation (e.g. playgrounds or basketball courts) areas. Private waterbodies and stormwater retention or detention areas that are designed to be used for passive recreation (i.e. improved with fountains, benches, and walkways) may be counted towards the common open space minimum requirement.

(~~4~~5) All ~~common~~ open space shall be preserved for its intended purpose as expressed in the master development plan. The developer shall choose one (1) or a combination of the methods of administering common open space set forth ~~per~~ in Article I, ~~General provisions,~~ Division 3~~, Operation and maintenance~~.

(~~5~~6) All ~~common~~ open space as well as public and recreational facilities, shall be specifically included in the development schedule and be constructed and fully improved by the developer at an equivalent or greater rate than the construction of residential structures, or the development order will be in default.

(g) *Regional Mixed-Use (RMU).*

~~Table 30-3 Regional Mixed-Use Park and Recreation~~

	~~Minimum Required Park and Recreation Use~~
~~Overall Regional Mixed-Use (RMU) Development~~	~~Fifteen (15) percent~~
~~RMU-200 (Residential Tract)~~	~~Ten (10) percent~~
~~RMU-300 (Residential Tract)~~	
~~RMU-400 (Residential Tract)~~	

(1) *Public use*s ~~and park and recreation uses~~.

~~a. Public uses.~~ Examples of public uses are public recreation facilities, public schools, public parks, public emergency services, public libraries, and public government offices. Public uses shall not be counted toward the active park and recreation for residential in any individual tract.

(2) ~~b. Park and r~~*Recreation use*s.

~~1~~a. Open space~~.~~ means ~~A~~any unencumbered ~~space, park, or public or private~~open space~~s~~ otherwise committed to preservation or recreation (active or passive), but not including areas required for stormwater management (retention or detention), unless expressly permitted herein ~~(Chapter 37, Definitions)~~. The minimum open space for the overall RMU development shall be twenty percent (20%) ~~percent~~.

~~2~~b. ~~Park and r~~Recreation~~. A~~Recreation means space focusing on ~~passive or active~~ outdoor recreation areas and having few structures. The minimum active ~~park and~~ recreation for residential in any individual tract within RMU-200, RMU-300, or RMU-400 sub-districts shall be ten percent (10%) ~~percent~~. The minimum active ~~park and~~ recreation for the overall RMU development shall be fifteen percent (15%) ~~percent~~.

~~3~~c. Examples of active ~~park and~~ recreation areas include: playgrounds, basketball courts, tennis courts, baseball fields, soccer fields, and other similar participatory sports uses.

~~4~~d. Examples of passive ~~park and~~ recreation areas include: preserved environmentally sensitive areas with walking trails, general walking trails woven through the RMU development, amphitheaters, or picnic areas. Walking trail area dedicated to park and recreation use shall be calculated as the actual trail width plus five (5) feet from both trail edges, times the total trail length (see ~~Chapter 33, Development options, Article IV, Regional Mixed-Use,~~ Section 33-45(d), Graphic illustration, for additional information).

~~5~~e. If RMU development is phased, then open space ~~and park~~ and recreation area development shall be phased to meet the requirements of subparagraphs ~~1~~a. and ~~2~~b. ~~above~~ in each phase.

~~6~~f. Commercial recreation activities and/or for ~~-~~fee commercial activities shall not be used to meet the required park and recreation uses.

~~c. Public uses shall not be counted toward the active park and recreation usesfor residential in any individual tract.~~

~~(3)~~(~~2~~) *Open space~~, park and recreation~~.* The minimum open space for the overall RMU development shall be twenty percent (20%) ~~percent~~. The minimum ~~park and~~ recreation for residential in any individual tract within RMU-200, RMU-300 or RMU-400 sub-districts shall be ten percent (10%) ~~percent~~. The minimum ~~park and~~ recreation for the overall RMU development shall be fifteen percent (15%) ~~percent~~.

(h) *Urban Village.*

(1) ~~Common o~~Open space includes both passive recreation (e.g. picnic area or walking trail) and active recreation (e.g. playground or basketball court) areas, which provide quality recreational amenities such as fountains, benches, and lighting. Stormwater retention areas that are designed to be used for passive recreation, by including three (3) or more park amenities (e.g. benches, gazebos, and fountains), may be counted towards the ~~common~~ open space minimum requirement.

(2) Urban plazas are an improved, landscaped, or paved type of open space, which are usually surrounded by streets and buildings, having three (3) or more amenities such as seating, drinking and ornamental fountains, art, trees, and landscaping for use by the public.

(3) All ~~common~~ open space shall be preserved for its intended purpose as expressed in the master development plan. The developer shall choose one (1) or a combination of the ~~following~~ methods of administering ~~common~~ open space set forth in~~per~~ Article I, General provisions, Division 3, Operation and maintenance:

a. All ~~common~~ open space, as well as public and recreational facilities, shall be specifically included in the development schedule and be constructed and fully improved by the developer at an equivalent or greater rate than the construction of residential structures, or the development order will be in default.

(i) *Cluster Development ~~and Conservation Subdivision~~.*

(1) The minimum percentage of open space required for a Cluster Subdivision is fifty percent (50%) ~~percent~~ of the total gross acreage of the Cluster Subdivision. The fifty percent (50%) ~~percent~~ ~~Open~~ open space and conservation area may consist of wetlands and uplands with not less

than twenty-five percent (25%) ~~percent~~ of the set aside total lands~~,~~ consisting of upland vegetation.

(2) As a part of the open space requirement, a thirty-foot (30) buffer of preserved native upland or wetland vegetation along adjacent public roadways and twenty-foot (20) buffer between adjacent parcels shall be required to qualify for the cluster development. The buffer open space area may count towards the fifty percent (50%) ~~percent~~ open space for conservation areas.

(3) To the extent possible, the open space area shall be a contiguous parcel in order to preserve the nature habitat for wildlife.

(4) ~~The stormwater management:~~

~~a. Stormwater management system shall be designed to preserve, to the extent practical and possible, the native vegetation and may be located within the fifty (50) percent open space and conservation area in a Cluster Development provided compliance is achieved in accordance with other applicable land development regulations.~~

~~b. Stormwater management (retention or detention) may not be counted towards the minimum open space requirements in a Conservation Subdivision.~~

~~(5)~~ ~~The open space area shall be set aside in a conservation easement dedicated for the benefit of the residents of the subdivision or to the public.~~ All open space shall be preserved for its intended purpose as expressed in the Master Plan. The developer shall choose a method of administering open space as specified in Chapter 30, Development standards, Article I, General provisions, Division 3, Operations and maintenance.

(j) *Conservation Subdivision.*

(1) The minimum percentage of open space required for a conservation subdivision is fifty percent (50%) of the total gross acreage of the development.

(2) All common open space shall be preserved for its intended purpose as expressed in the Master Plan. The developer shall choose one (1) or a combination of the methods of administering common open space set forth ~~per~~in Article I, General provisions, Division 3, Operation and maintenance.

(3) All common open space, as well as public and recreational facilities, shall be specifically included in the development schedule and be constructed and fully improved by the developer at an equivalent or greater rate than the construction of residential structures, or the development order will be in default.

SECTION 4. That the Code of Ordinances, City of Titusville is hereby amended by adding Chapter 30, “Development Standards”, Article III, “Improvements”, Division 3, “Open Space”, by adding a new Section 30-165, “Open Space Categories”, which said section reads as follows:

Sec. 30-165. Open Space Categories.

Table 30-3 Open Space Categories

Open Space Category	Description	Design and Maintenance Requirements
Natural areas 	Natural areas are preservation areas established for the protection of natural attributes of local, regional, and statewide significance, which may be used in a sustainable manner for scientific research, education, aesthetic enjoyment, and appropriate use not detrimental to the primary purpose or for purposes of meeting preservation requirements of the Land Development Regulations. These areas are resource-based, rather than user-based, but may provide some passive recreational activities such as hiking, nature study, and picnicking.	Maintenance is limited to minimum removal of nuisances, or unhealthy vegetative conditions. Natural water courses shall be maintained as free flowing and devoid of debris. Stream channels shall be maintained. Land shall not be cleared except for trails.
Playgrounds 	Playgrounds provide play areas for children as well as open shelter with benches for parents. Playgrounds may be built within squares and parks or may stand alone within a residential block.	Minimum size: 5,000 square feet Maximum size: 20,000 square feet The land where playing surfaces are located may be covered in sand, wood chips, or other equivalent material. Paths and walkways may be paved in concrete, crushed gravel, brick paver, or similar material, or partially paved. All abilities, ADA playgrounds are preferred.

Plazas 	Plazas are areas for passive recreational use that are may be entirely bounded by streets/or lanes. Plazas are intended for planned communities, such as planned developments, transit-oriented developments, traditional neighborhood developments, or nonresidential use patterns as defined in the DMU, UV, RMU, PD zoning districts or other mixed use development pattern.	Minimum size: 6,000 square feet The plaza shall be square or rectangular with a length of not less than one and one half of its width. The plaza may be bounded on all sides by streets or walkways.
Courtyard 	A courtyard is an open area adjacent to, or part of, a building or facility and is surrounded by building frontages. Courtyards function as gathering places and may incorporate a variety of nonpermanent activities, such as vendors and display stands. Courtyards shall be credited towards open space requirements only for nonresidential use patterns permitted in the DMU, UV, RMU, PD zoning districts, or other mixed use, or commercial development, and shall be maintained in private ownership.	Minimum size: 2,000 square feet Maximum size: 30,000 square feet Courtyards shall be paved in brick or other type of paver or crushed stone. Courtyards shall be level, stepped, or gently sloping (less than 5% grade). At no time shall a courtyard's horizontal length or width be greater than three times the height of the surrounding building(s). Courtyards may be left unplanted or planted with trees along the edge of the courtyard space or the structure that the courtyard services. Tree spacing shall be a maximum of 25 feet on center. Parking is not permitted in the courtyard. May include detached squares that are bordered on four sides by a street or walkway. The geometric pattern of the square shall be a square or a rectangle with a length not exceeding twice the width.

Forecourt  	Forecourts are open space areas in front of a building that act as buffers between residential and nonresidential buildings or streets. Forecourts shall be credited towards open space requirements only for nonresidential use patterns as defined in the DMU, UV, RMU, PD zoning districts or other mixed use or commercial development~~,~~ and shall be maintained in private ownership.	Forecourts shall be bounded by streets and buildings and shall be planted parallel to all streets rights-of-way. Forecourts should include seating and gathering furniture and one tree species.
Green 	The green is an urban open space that is natural in its details. Like the square, it is small, civic, and surrounded by buildings. Unlike the square, it is informally planted and may have irregular topography.	Greens shall be landscaped with trees at the edges and open lawns at the center. Greens shall contain no structures other than benches, pavilions, and memorials. Trails or pedestrian pathways are optional.
Park 	Parks are designed for active recreational use. Parks create a central open space that services an entire neighborhood or group of neighborhoods~~, or~~and incorporate~~s~~ physical features that are an asset to the community (e.g., lake or river frontage, high ground, or significant stands of trees). Parks may include features such as parkways, greenbelts, and playgrounds.	Minimum size: 1 acre Parks shall be bounded by streets on a minimum of 50% of their perimeter (subject to a lot line configurations). Trees shall be planted parallel to all perimeter rights-of-way or at the edge of areas for active recreational use and any facilities that accompany such use. Tree spacing shall be a minimum of 15 feet to a maximum of 50 feet on center. Promenades and esplanades within a park may be formally planted with trees parallel to the walkway. Interior portions of parks may be kept free of tree plantings. Plantings in interior portions of parks may follow topographical lines.

Parkways and Greenways 	Parkways are open spaces designed to incorporate natural settings, such as creeks and significant stands of trees within neighborhoods. Parkways and greenways differ from parks, plazas, and squares in that their detailing is natural (i.e., informally planted) except along rights-of-way, and may contain irregular topography. Greenways are areas connecting residences and recreational areas. Ggreenways are designed to incorporate natural settings, such as creeks and significant stands of trees within neighborhoods.	Parkways shall be entirely bounded by streets or pedestrian rights-of-way within developed areas. Parkways may be used for certain active recreational uses, such as walking, jogging, or bicycling. Trees shall be planted along all rights-of-way a minimum of 10 feet and a maximum of 50 feet on center. Interior areas shall remain natural or shall be planted with turf grass. Greenway land shall not be cleared except for trails.
Community garden [Chapter 28, Article 5, Division 6, Section 28-271] 	Community gardens are any portion of a lot or parcel managed and maintained by a group of people to grow and harvest food crops and/or non-food ornamental crops for personal or group use, consumption, or donation. Community gardens do not include portions of lots or parcels utilized to grow food crops and/or non-food ornamental crops for the purpose of commercial wholesaling.	An irrigation system shall be installed in accordance with the landscaping standards. The area shall be maintained in a neat and clean condition cleared of debris.

- **Secs. ~~30-165~~30-166—30-180. - Reserved.**

SECTION 5. That Chapter 33, "Development Options", Article I, "Planned Development (PD)", Section 33-5, "Planned Development Standards", of the Code of Ordinances, City of Titusville is hereby amended to read as follows:

Sec. 33-5. Planned Development Standards.

(a) *Standards for PD zoning.*

(1) Applicants for PD zoning shall have the burden of demonstrating that the proposed PD zoning standards will protect the health, safety, and welfare of the general public to a greater extent than would have been possible pursuant to the standard zoning regulations set forth in this article.

(2) A Planned Development shall be so located with respect to arterial streets, collector streets and other transportation facilities, as to provide direct access to such PD without creating or generating traffic along local streets in residential areas or clusters outside the PD.

(3) Planned Developments shall be ~~so~~ located and developed in relation to sanitary sewer and potable water lines, storm and surface drainage systems, and other utility systems and installations such that neither extensions nor enlargement of such systems will be required in manner, form, location, degree, scale, or timing ~~resulting~~ that results in higher public costs or earlier inclusion of public costs then would result from development in forms generally permitted under existing zoning in the area. The developer shall confirm public water and sewerage disposal facilities by written agreement with the City and/or other governmental agency or private utility firm acceptable to the City. The developer shall provide all necessary stormwater management, street access, paved streets, parking facilities, fire hydrants, and street lighting and mak~~e~~ing provisions for service and access with adjoining properties under other ownerships. Further, where existing streets or traffic control devices are affected by the development, the developer shall provide the necessary changes or additions, as may be required by the City.

(4) The developer shall place all utility lines underground, including all telephone lines and service lateral electrical distribution lines serving individual installations. Other high voltage electrical lines may be placed underground or on concrete poles provided the poles are within street right-of-way and have provisions for street lighting. Large transformers shall be placed on the ground and be contained in pad mounts, enclosures, or vaults. Where enclosures or vaults are used, the construction shall be compatible with the primary building design. Landscaping with shrubs and plants shall be provided to screen ~~the~~ all pad mount transformers.

(5) In no instance shall industrial uses be located abutting and/or adjacent to any residential districts and/or uses. Residential and industrial districts shall be required to be separated by another district, landscaped buffer area, or

combination of both with a minimum separation from boundary to boundary between the residential and industrial districts of five hundred (500) feet.

(b) *Access.* Every dwelling unit or other use permitted in a PD, shall have access to a public street, either directly or via approved private roads dedicated for public or private use guaranteeing access. Permitted uses in a PD are not required to front on a dedicated public road.

(1) The right-of-way and pavement width for roadways shall be consistent with the City's Land Development Regulations, and all primary and secondary impacts shall be subject to concurrency as provided in the City's Comprehensive Plan and the concurrency requirements set forth in Chapter 30, Development Standards, Article IV Concurrency of the Land Development Regulations.

(2) Dedicated streets and roadways shall be subject to all design criteria of the state, county, or City dependent upon which jurisdiction maintains control of the roadway.

(c) ~~*Parks and*~~ *Open Space.*

(1) ~~The minimum percentage of parks and open space required for a PD is thirty-five (35) percent of the total gross acreage of the PD.~~ The open space shall meet the minimum standards set forth ~~per~~ in Chapter 30, Development standards, Article III, Improvements, Division 3, Open space.

(2) All ~~parks and~~ open space shall be preserved for its intended purpose as expressed in the Master Plan. The developer shall choose a method of administering open space as specified in Chapter 30, Development standards, Article I, General provisions, Division 3, Operations and maintenance.

SECTION 6. That Chapter 33, "Development Options", Article I, "Planned Development (PD)", Section 33-6, "Internal yard and bulk requirements", of the Code of Ordinances, City of Titusville is hereby amended to read as follows:

Sec. 33-6. Internal yard and bulk requirements.

(a) The following shall be required for development in a PD:

(1) *Minimum lot size*. Within the boundaries of the PD, no minimum lot size shall be required. In an Area of Critical Concern, the maximum impervious surface for the entire development area shall be forty percent (40%) ~~percent~~ of the site, excluding the minimum ~~thirty-five (35) percent~~ open space requirement, public rights-of-way, wet retention areas, and wetlands. In the case of residential subdivisions, the total amount of maximum impervious surface for each lot will be noted individually on the final plat.

(2) *Frontage*. In no instance shall any one (1) building extend more than three hundred (300) feet in length without being separated by a break of at least twenty (20) feet~~,~~ or a difference in facade treatments.

(3) *Minimum living areas*.

a. Single-family: Nine hundred (900) square feet.

b. Town homes: Eight hundred (800) square feet.

c. Condominiums: Eight hundred (800) square feet.

d. Multifamily apartments: Six hundred (600) square feet.

e. Tiny house: Three hundred fifty (350) square feet to six hundred (600) square feet as a cottage home development.

(4) *Maximum building height*. Building height must comply with any design standards or other plans or policies provided for in the area of the development~~,~~ or must be compatible with the surrounding existing development patterns in the area. In all instances, the maximum building height shall be fifty (50) feet.

(5) *Dedication and construction of public rights-of-way*. Upon recommendation from the Administrator, City Council may additionally require a time schedule and appropriate surety for dedication and construction of public rights-of-way at time of need within and surrounding the proposed PD.

(6) *Maximum density and floor area ratio~~n~~.* Maximum residential density and floor area ratio shall not exceed the maximums of the designated Comprehensive Plan future land use category.

(7) *Cottage home developments.* A cottage home development shall include a minimum of five (5) residential dwelling units with front doors facing and abutting a centralized common area of at least six thousand five hundred (6,500) square feet. The centralized common area and any required landscape yards may count toward any minimum open space requirement. Cottage home developments shall be consistent with the standards ~~described~~ set forth in Chapter 28, Article V, Division 3 for tiny houses or tiny houses on wheels.

SECTION 7. That Chapter 33, "Development Options", Article II, "Planned Industrial Development (PID)", Section 33-23, "Criteria and standards approval of a Master Plan", of the Code of Ordinances, City of Titusville is hereby amended to read as follows:

Sec. 33-23. Criteria and standards approval of a Master Plan.

(a) *Greenbelt.* Within a Planned Industrial Development, a greenbelt shall be designated on the Master Plan ~~and be required as follows:~~as specified in Chapter 30, "Development Standards", Article III "Improvements", Division 3 "Open Space", Section 30-163 "Open Space Standards.".

~~(1) Where the project abuts a major collector or higher classification roadway or non-industrial/planned industrial land uses: Fifty (50) feet.~~

~~(2) Remaining perimeter: Twenty-five (25) feet.~~

~~(3) Improvements within the required greenbelt shall be limited to underground utilities and irrigation systems, required rights-of-way perpendicular to the greenbelt, pedestrian and bicycle paths, stormwater management systems, and passive recreation areas. The required greenbelt, excepting identified wetlands, may be included in calculating the open space required by Section 33-23(c), Common open space.~~

(b) *Lots.*

(1) Each lot shall front on a public right-of-way or private street within the PID.

(c) *Common open space.* ~~A minimum of twenty (20) percent of the total site area, exclusive of rights-of-way, shall be set aside as common open space and dedicated for public use or held in common by the owners of the industrial park, subject to maintenance provisions in deed restrictions approved by the City Council. Said common open space area may include required greenbelts and areas designated for stormwater retention or detention requirements provided that they are utilized for passive recreation, nature observation or other accessible recreational activity. Regulatory wetlands may be credited for up to a fifty (50) percent credit to the required common open space at a 2:1 ratio.~~ The open space shall meet the minimum standards set forth ~~per~~ in Chapter 30, ~~Development standards,~~ Article III, ~~Improvements,~~ Division 3~~, Open space~~.

(d) All ~~parks and~~ open space shall be preserved for its intended purpose as expressed in the Master Plan. The developer shall choose a method of administering open space as specified in Chapter 30, Development Standards, Article I, General Provisions, Division 3, Operations and Maintenance.

(e) *Sidewalk and bicycle lanes.* Five-foot sidewalks and five-foot bike lanes shall be required on both sides of all streets within the Planned ~~[~~Industrial~~]~~ Development. In lieu of sidewalks and bike lanes, the developer may propose a pedestrian/bicycle path. The path shall: provide access to all lots and parcels within the development; be a minimum ten (10) feet wide; be constructed with a stabilized all-weather surface; and shall be located in dedicated easements, common areas, or greenbelt areas. The pedestrian/bicycle path, if proposed, shall be incorporated in the Master Development Plan.

(f) *Commerce component.* The developer may, as part of the Master Development Plan, designate and provide specific areas of the development as commercial, office, educational institution and service uses within a park like setting provided that these commerce areas do not exceed twenty-five percent (25%) ~~percent~~ of the total area of the PID development. The permitted uses allowed in the commerce component of the PID development are established in Chapter 28, Article~~s~~ II and~~and Article~~ III ~~of these regulations~~.

(1) A Planned Industrial Development that incorporates commerce components must have a minimum site area of ten (10) acres.

(2) The commerce component shall be clearly illustrated on the Master Plan ~~Development~~ for the PID development.

(g) *Conflicts.* Where the provisions contained in the approved Master ~~Development~~ Plan are in conflict with the content of these regulations, the provisions contained in the approved Master ~~Development~~ Plan shall prevail.

SECTION 8. That Chapter 33, "Development Options", Article III "Planned Office Park", Section 33-33 "Criteria and standards", of the Code of Ordinances, City of Titusville, is hereby amended to read as follows:

Sec. 33-33. Criteria and standards.

(a) All streets, pedestrian paths, utilities, and signage shall be developed in accordance with Chapter 30, Development standards, Article ~~II~~III, Improvements, Division 7, Streets/sidewalks/bikes, of these [Land Development] Regulations.

(b) ~~Parks and open~~ Open space.

(1) ~~The minimum percentage of parks and open space required for a Planned Office Park is thirty (30) percent of the total gross acreage of the Planned Office Park.~~ The open space shall meet the minimum standards set forth per Chapter 30, Development standards, Article III, Improvements, Division 3, Open space.

(2) All ~~parks and~~ open space shall be preserved for its intended purpose as expressed in the Master Plan. The developer shall choose a method of administering open space as specified in Chapter 30, Development standards, Article I, General provisions, Division ~~2~~3, Operations and maintenance.

SECTION 9. That Chapter 33, "Development Options", Article IV, "Regional Mixed Use (RMU)", Section 33-41, "Purpose and Intent", of the Code of Ordinances, City of Titusville, is hereby amended to read as follows:

Sec. 33-41. Purpose and intent.

(a) *Purpose and intent.* The Regional Mixed-Use District (RMU) is established as a special district for the purpose of establishing a zoning category to facilitate ~~development of a~~ regionally mixed-use development that can accommodate a variety of land uses. This district is intended to be a master planned development and to allow the integration of uses so that all uses are developed into a harmonious fabric. This zoning district permits a mixture of recreation, open space areas, tourist, residential, office, retail, commercial, industrial park, and marina uses within a single integrated development. It is intended to assure that the project shall be developed with the highest aesthetic standards of the City of Titusville, and to create a pleasant and attractive physical environment which will contribute to the work, living, shopping, and recreation experiences of the occupants. The RMU district may permit any combination of residential, multifamily, commercial, industrial, park and recreation, and public uses within a single Master Plan Development. Recorded covenants shall be required to ensure that integrated design standards within individual projects shall be provided. Site/development and projects shall be required to be designed so as to ensure compatibility.

(b) *Location criteria and general criteria.*

(1) Size and location criteria.

a. An RMU development shall contain a minimum of one hundred sixty (160) acres. No additions to the original development boundary shall be permitted without City Council approval.

b. If an expansion is proposed, all existing portions and new proposed additional areas shall proceed through the review and master-planning process for creation and approval of a new Master Plan. Additional conditions and restrictions on the existing approved and developed RMU area may be imposed by City Council.

c. Any additional land area shall be required to connect fully and contiguously to the existing RMU area along at least twenty-five percent (25%) ~~percent~~ of the new land area boundary and have a minimum land area of ten (10) acres. ~~(See Section 33-45(d), "Graphic Illustration" for additional information).~~

d. Any addition shall not be permitted across ~~Arterial~~ arterial rights-of-way outside of the existing RMU development.

(2) Development intensity ~~(no variance shall be permitted to these criteria)~~.

a. No single type of use shall occupy more than fifty percent (50%) ~~percent~~ of the total acreage within the total RMU development.

b. A Master Plan for the entire development shall be approved before commencement with any development, including any form of clearing.

c. The Master Plan shall also include the internal road network of all collector and arterial road rights-of-way and their ingress/egress points into the RMU development. Any alteration of any collector or arterial road rights-of-way or any ingress/egress points into the RMU development shall require amendment to the Master Plan. Alterations to the internal road network with a local street designation not involving ingress/egress points into the RMU development may be approved administratively by the Planning Department without revising the Master Plan.

d. No variance shall be permitted to these criteria.

(3) ~~Parks and~~ Open Space.

a. ~~The minimum percentage of parks and open space required for an RMU development is twenty (20) percent of the total gross acreage of the RMU development.~~ The open space shall meet the minimum standards set forth ~~per~~ in Chapter 30, Development Standards, Article III, Improvements, and Division 3, Open Space.

b. All ~~parks and~~ open space shall be preserved for its intended purpose as expressed in the Master Plan. The developer shall choose a method of administering open space as specified in Chapter 30, Development Standards, Article I, General Provisions, Division ~~2~~3, Operations and Maintenance.

(4) An RMU project shall be required to be developed as a single integrated design entity. The total project shall be required to be under single ownership or control when the project is applied for.

a. Unity of control shall be assured for project management, maintenance, and operation through covenants recorded with the Master Plan per the Master Plan Procedures set forth per Chapter 34~~, Procedures~~,. The covenants shall legally tie into the management structure overseeing the entire project. A property owners' association shall take over all management and maintenance of the RMU project once eighty-five percent (85%) ~~percent~~ of the total RMU area is developed~~,~~ or thirty percent (30%) ~~percent~~ of the maximum allowable single use is developed, ~~(~~whichever occurs first~~)~~.

(5) RMU development shall be located with access to an existing improved (i.e. paved) ~~major/minor~~ arterial road right-of-way corridor. A minimum of twenty-five percent (25%) ~~percent~~ of the total perimeter boundary of the RMU development shall directly front an existing improved (i.e. paved) ~~major/minor~~ arterial right-of-way. All main access points to RMU shall be from an ~~the major/minor~~ arterial~~(s)~~ right-of-way. No portion of the I-95 road right-of-way ~~shall~~ may be used to meet this criteria.

(6) As a part of the Master Plan, connectivity and compatibility between uses shall be required. Commercial and service uses shall be concentrated for maximum pedestrian convenience and located for easy accessibility by residents and visitors. Residential uses shall be arranged, located, and safeguarded ~~as~~ in a manner that ~~to~~ provides security for residents. ~~And, r~~Residential uses shall be ~~so~~ arranged and located in a manner that ensures~~to be~~ separation~~ed~~ from major vehicle traffic flows and ~~so to~~ protects the privacy and tranquility of the residents.

(7) A twenty-five (25) foot wide buffer shall be required within tracts around the perimeter of the RMU district. This buffer may be required to be increased during the approval process when nonresidential uses abut the perimeter of the RMU district and are not considered compatible with abutting areas outside of the RMU district.

(8) The following zoning sub-districts are established with generalized uses within the RMU zoning. An RMU development shall include a mix of three (3) or more land uses.

a. *District RMU-100 - Public and Park and Recreation.* Purpose and intent—This district is intended to identify areas that will be specifically used for public uses, including, but not restricted to, governmental uses, recreation facilities, schools, parks, emergency services, libraries, or government offices.

b. *District RMU-200 - Single-family.* Purpose and intent—In this district, emphasis is given to single-family residential uses intended to facilitate the development of neighborhoods that reflect an emphasis towards interaction on a human scale. This district allows a mix of residential-type uses including civic, recreational, and cluster neighborhood related commercial

nodes that are master planned in conjunction with an overall RMU Master Plan. The intent is to establish a livable, vibrant neighborhood community. Single-family residential tracts/districts shall be required to be a minimum of ten (10) acres in area.

Goals - Development in this district is encouraged to be a self-sufficient residential network with convenient proximity to commercial uses and employment centers. Such development may encourage innovation in planning and design by including:

1. Open space woven into the development pattern to create recreational opportunities and visual enjoyment.
2. A strong sense of community identity based on a shared, coherent, and functionally efficient environment.
3. A hierarchy of street patterns and blocks arranged to provide comprehensible and interesting routes of travel. An internal hierarchy of streets with pedestrian and bike access and other roadways wide enough to carry and provide greater vehicular mobility is encouraged.
4. A series of pedestrian links to provide easy access between residences and activity nodes.

c. *District RMU-300 - Multifamily.* Purpose and intent—In this district, emphasis is given to establishing high density multifamily residential uses and is intended to facilitate the development of neighborhoods that reflect an emphasis toward interaction on a human scale. This district encourages more density and intensity. This district allows a mix of multifamily residential-type uses including civic, recreational, and clustered neighborhood-related commercial nodes that are master planned in conjunction with an overall RMU Master Plan. The relationship between multifamily, time-shares, hotels, and commercial may all be interconnected. The location of commercial retail and commercial office should be connected or combined with these residential type uses~~,~~ but shall be part of an overall pre-established Master Plan. Multifamily residential tracts/districts shall be required to be a minimum of seven (7) acres.

Goals - It is the goal of this district to establish a higher level of density and intensity. This district will have an urban high-density form rather than suburban low/medium density form. Planning development and design objectives of this district include:

1. A strong sense of community identity based on a shared, coherent and functionally efficient mixed-use environment.
2. Building/open spaces and other visual features that act as landmarks, symbols, and activity centers for community identity with downtown similarities.

3. Compatibility of buildings and other environmental improvements as determined by their arrangement, bulk, character, and landscaping to establish a liveable and harmonious, yet uniquely diverse environment.

4. A hierarchy of public and/or private streets, designed for a balanced mix of both pedestrians and automobiles. An internal hierarchy of streets, with pedestrian and bike access and other roadways wide enough to carry and provide greater vehicular mobility is encouraged.

5. A coordinated transportation system with a hierarchy of facilities designed for automobiles, public transit, bicycles, and pedestrians.

d. *District RMU-400 - Commercial.* Purpose and intent—Within this district, emphasis is given to larger retail commercial uses, office parks, commercial marina(s), resort hotels, theme/amusement parks, and other tourist related type uses. These uses should still be connected to residential areas, but with much less emphasis on vehicles and more pedestrian inter-connectivity. Commercial tracts/districts shall be required to be a minimum of ten (10) acres.

Goals - The commercial district should encourage innovative commercial and office development and shall be adjacent to major thoroughfares and neighborhood villages. This district may offer a variety of goods and services to the Brevard County area and Central Florida market as well as the residents within the RMU district. The goal of this district will include providing a compatible mix of commercial, office, and institutional uses which serve the local and regional market:

1. Located with direct access to major thoroughfares.

2. Be in close, convenient, and compatible proximity to the residential areas.

3. Prominent buildings should act as landmarks, symbols, and activity centers to enhance the overall community identity.

e. *District RMU-500 - Industrial Park.* Purpose and intent—Industrial park uses should encourage high tech industrial, light industrial uses, and office/research, which shall be developed and have the appearance and character of an up-scale industrial park. Industrial park district shall be a minimum of ten (10) acres. Industrial park district shall be specifically intended to be physically separated from the residential districts RMU-200 and RMU-300; the industrial uses shall be designed in keeping with the similar character of the other districts. Outdoor storage of materials shall be prohibited within the RMU-500 classification.

Goals - The goal of this district is to provide employment diversity, both for the community and the region. Industrial park uses shall maintain ~~the~~ community character and compatibility by utilizing innovative design and planning principles:~~.~~

1. Located with direct access to major thoroughfares.

2. Be compatible with the other uses within the RMU ~~Project~~ development and City of Titusville.

3. Have an internal hierarchy of streets, with pedestrian and bike access and other~~s~~ roadways wide enough to carry and provide greater vehicular mobility.

4. Prominent buildings should act as landmarks, symbols, and activity centers to enhance the overall community identity.

5. Development should function as both local and regional employment centers.

f. *District RMU-600 - Study Area Holding Zone.* Purpose and intent—It is intended that the study area is designed as a holding zone that would apply to lands on a temporary basis awaiting a Master Plan approval and/or when a Master Plan expires.

SECTION 10. That Chapter 33, "Development Options", Article IV, "Regional Mixed Use (RMU)", Section 33-45, "General Provisions", of the Code of Ordinances, City of Titusville, is hereby amended to read as follows:

Sec. 33-45. General provisions.

(a) *General Criteria.*

(1) Regional Mixed-Use districts are intended to be both self-sufficient and regional. The mixing of zoning within a district is permitted but recognizes the need for compatibility. In order to ensure this compatibility, all activities shall be required to be master planned ~~up-front~~prior to development. No one (1) single district or type of use shall be more than fifty percent (50%) ~~percent~~ of the RMU area. No variances shall be permitted to this criterion; however, internal boundaries and districts may be adjusted in accordance with the procedures as set forth in Section 33-45(b)~~, Amendment to the Master Plan~~.

(2) Open space~~, park and recreation~~.. ~~The minimum open space for the overall RMU development shall be twenty (20) percent. The minimum park and recreation for residential in any individual tract within RMU-200, RMU-300 or RMU-400 sub-districts shall be ten (10) percent. The minimum park and recreation for the overall RMU development shall be fifteen (15) percent~~The All open space shall meet the minimum standards set forth ~~per~~in Chapter 30, Development Standards, Article III, Improvements, and Division 3, Open Space.

(3) Signage. All signage shall be in accordance with ~~the Land Development Regulations~~ Chapter 32~~, Signs~~.

(4) Pedestrian/bicycle paths.

a. All collector and arterial road rights-of-way within the RMU district shall be required to provide pedestrian sidewalks and bicycle lanes/paths to

connect the various districts and uses within the total RMU development.

b. An overall pedestrian and bicycle circulation plan shall be included in the overall roadway/circulation plan for the RMU development.

(5) Screening. Any commercial development which abuts a residential zone or use shall provide screening pursuant to Chapter 30, Development Standards, Article II, Improvements, Division 10, Landscaping.

(b) *Amendment to the Master Plan.*

(1) Administrative changes to district boundaries of the original Master Plan may be done by the planning staff in cases where the change is to a lower district classification or for change to Public Use RMU-100 District. In no instance shall industrial uses (RMU-500—Industrial Use) be located abutting and/or adjacent to any residential districts (RMU-200—Single-Family Use and RMU-300—Multifamily Use) and/or uses. Residential and Industrial districts shall be required to be separated by another district, landscaped buffer area or combination of both with a minimum separation from boundary to boundary between the residential and industrial districts of five hundred (500) feet. ~~See Section 33-45(b)(2), Table categorization from one district to another district, for determination as to if a change may be administrative or required to proceed through the rezoning process.~~

(2) Request for administrative change shall be in writing and shall include overall RMU Master Plans, location of proposed changes, detailed listing of existing and proposed uses, and detailed documentation of acreage to ensure that the proposed change will not violate the above noted use and area restrictions of this ~~article~~Section. Planning staff shall have the ability to impose conditions on administrative change requests.

Categorization from one district to another districts*					
	Existing District				
Requested New District	RMU-100 Public Uses	RMU-200 Single-family	RMU-300 Multifamily	RMU-400 Commercial/ Office Use	RMU-500 Industrial Uses
RMU-100 Public Uses	N/A	Administrative	Administrative	Administrative	Administrative
RMU-200 Single-family	Administrative	N/A	Administrative	Administrative	Administrative
RMU-300 Multifamily	Administrative	Rezoning required	N/A	Administrative	Administrative
RMU-400 Commercial/Office Use	Administrative	Rezoning required	Rezoning required	N/A	Administrative
RMU-500 Industrial Uses	Administrative	Rezoning required	Rezoning required	Rezoning required	N/A
N/A Not applicable. * Administrative zoning to a higher category may be permitted based upon the following: 1. When the entire tract and/or phase have not commenced any development of any type. 2. There is no development in other adjacent tracts and/or phases (outside of this phase or tract) within two hundred and fifty (250) feet of the area proposed to be re-categorized. 3. Revised tract Master Plan approvals shall be required to be obtained. Above noted rezoning shall follow the rezoning process as noted in Chapter 34 Procedures, Article II Legislative and Quasi-judicial, Division 2., Rezoning of these regulations					

(c) *Procedure for securing approval of a Regional Mixed-Use district.*

(1) Master Plan. A district wide Master Plan is required. Submission of plans and action thereon shall comply with the following:~~.~~

a. The ~~P~~procedure for securing approval of a Master Plan in the RMU zoning district shall follow the Master Plan approval process specified in Chapter 34, Procedures, Article II, Legislative and quasi-jurisdiction.

b. The development plan of the RMU shall meet the requirements of professional land planning services; promote public health, safety and general welfare; provide adequate light, air, privacy, and convenience~~;~~, conserve the values of surrounding property; and protect against nuisances and hazards.

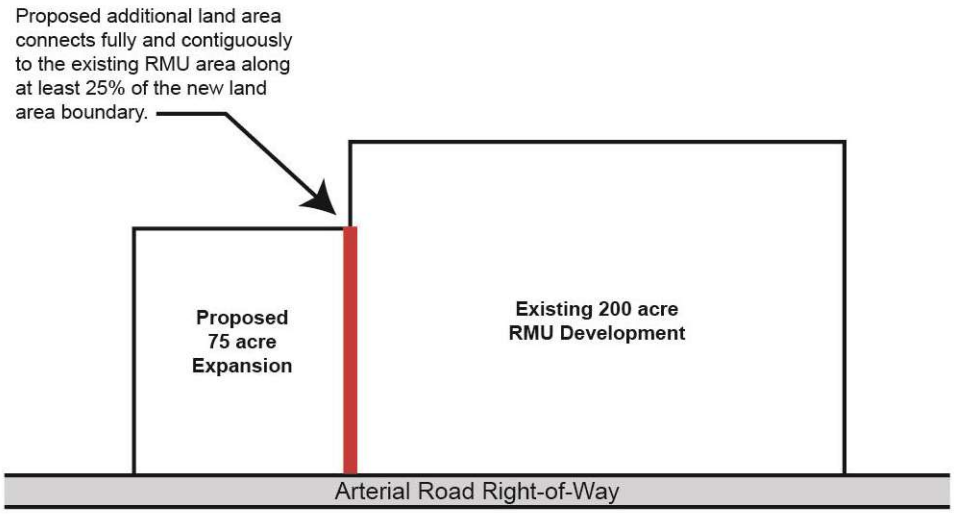
c. Development plans for all Master Plans shall be submitted in accordance with the City's general site plan and/or subdivision specific development plan requirements contained in Chapters 30 and 34 of the Land Development Regulation~~, Development standards and Chapter 34, Procedures~~.

(d) *Graphic illustrations.*

(1) This section is intended to supplement the text of the RMU regulations by providing graphic illustrations to further ~~document~~ demonstrate the intent of these regulations.

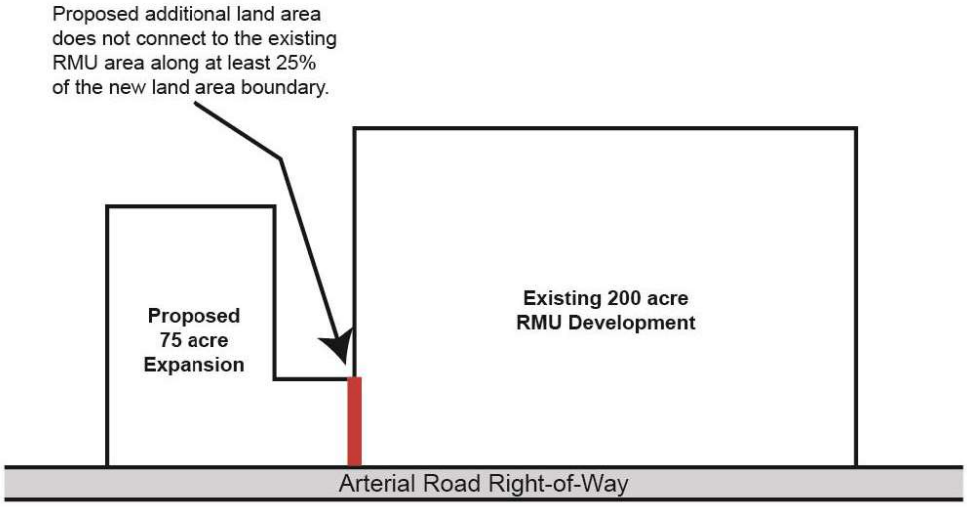
(2) Supplement to Section 33-41(b)(1)c.

EXAMPLE PERMITTED RMU EXPANSION

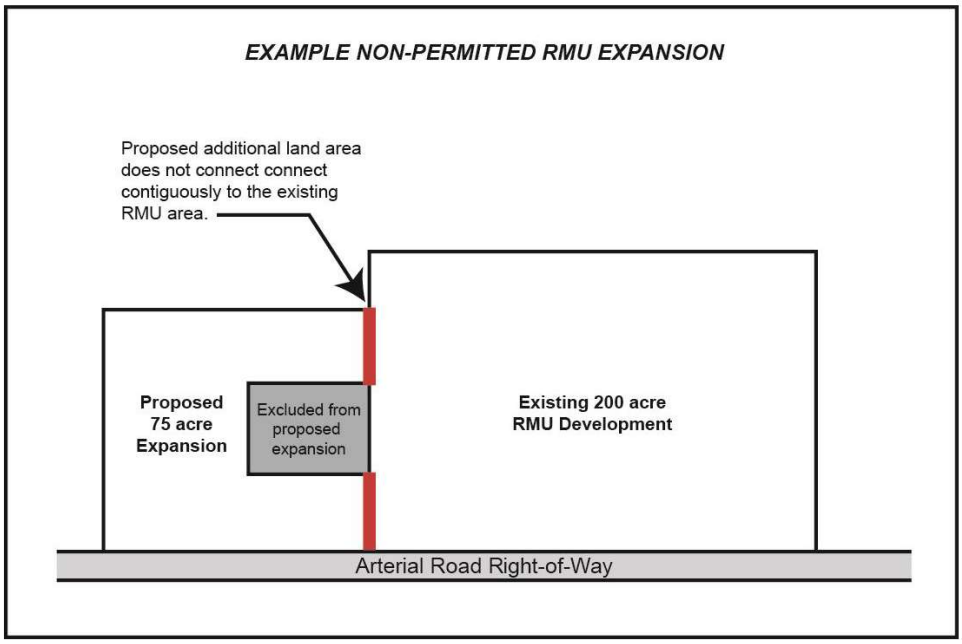


(3) Supplement to Section 33-41(b)(1)c.

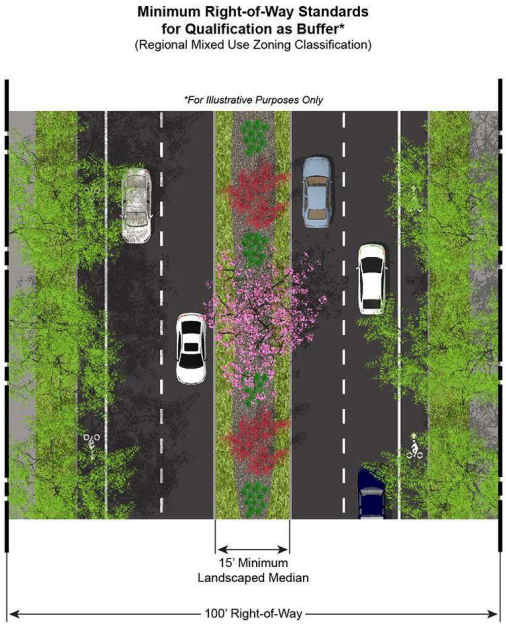
EXAMPLE NON-PERMITTED RMU EXPANSION



(4) Supplement to Section 33-41(b)(1)c.

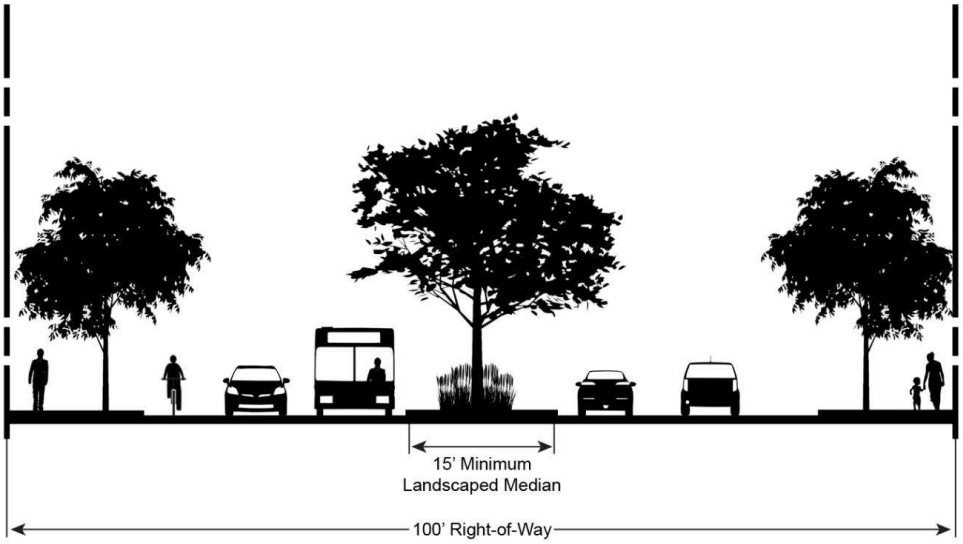


(5) Supplement to Section 33-44.



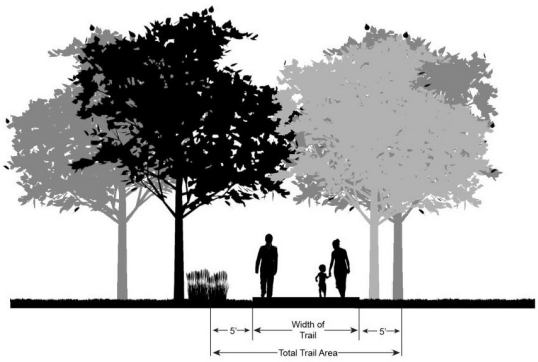
(6) Supplement to Section 33-44.

Minimum Right-of-Way Standards
for Qualification as Buffer
(Regional Mixed Use Zoning Classification)

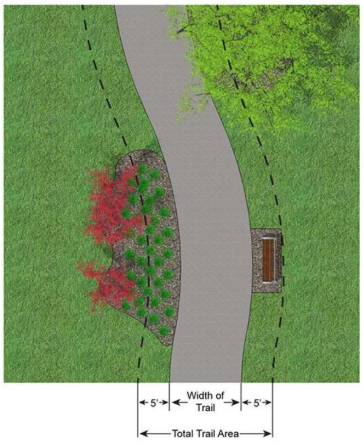


(7) Supplement to Section 33-44.

Trail Space Counted Toward Minimum
Open Space Requirement
(Regional Mixed Use Zoning Classification)



Trail Space Counted Toward Minimum
Open Space Requirement
(Regional Mixed Use Zoning Classification)



SECTION 11. That Chapter 33, "Development Options", Article V, "Urban Village (UV)", Section 33-56, "Design Review Criteria", of the Code of Ordinances, City of Titusville, is hereby amended to read as follows:

Sec. 33-56. Design review criteria.

(a) In ~~evaluation~~ evaluating and consider~~ingation~~ of an application for a Master Plan, the City shall consider the following criteria for an Urban Village:

(1) Consistency with the US 1 Corridor Master Plan objectives and action strategies.

(2) Internal Compatibility and Design:

a. The streetscape pattern should provide for pedestrian and bicycle pathways, street trees, sidewalk treatments, and lighting.

b. The overall development should make use of existing natural features and topography.

c. The residential and commercial spaces shall be designed as Florida frame vernacular, Spanish Eclectic, Bungalow, Classical Revival, or a reasonable approximation of these architectural styles as shown by the US 1 Corridor Master Plan.

d. Retail development designed in a linear site design with multiple retail uses housed in one continuous structure and with parking located directly in the front or rear of the retail structure without consideration of pedestrian movement~~, and~~ or centralized open space provisions shall be prohibited.

e. Retail development shall be developed in a manner consistent with the pedestrian orientation and guidelines of the US 1 Corridor Master Plan.

f. Retail development shall be located at least twenty-five (25) feet from any adjacent residential community. Loading and unloading and refuse collection areas servicing the retail uses shall be located to provide the minimum feasible~~most minimal~~ impact to the adjacent residential community or communities.

g. The mix of land uses should be designed to be compatible and complimentary.

h. Wayfinding entrance and use signs shall be consistent and described in an overall sign plan.

i. On-site signage shall use a consistent theme without neon, flashing, electronic, electronic reader board, or other reactive background lighting.

j. Open space shall provide for quality recreational amenities, including fountains, benches, and lighting.

k. Projects shall provide urban amenities, such as structured automobile parking, facilities for bicycle users, and public meeting areas.

~~l. Reserved.~~

(3) External Compatibility:

a. The proposed development should not negatively impact the quality of life for any adjacent residential uses. Negative impacts can include a decrease in property values and any substantial increase in noise or traffic. Any traffic impacts shall be demonstrated with a traffic analysis and the impacts shall be mitigated by the developer in accordance with the Comprehensive Plan and the applicable Land Development Regulations.

b. The proposed development should provide bikeway and trails to be consistent and compatible with the Brevard Metropolitan Planning Organization's overall Greenways and Trails program and the Greater Titusville's Eco-Heritage Trail Plan.

c. Access and street patterns of the development shall compliment and be compatible with the existing street system of the surrounding development and allow for connection to commercial uses.

d. Nonresidential uses within the development shall be adequately screened from any adjacent residential uses.

~~e. Reserved.~~

(4) ~~Parks and~~ Open Space:

a. ~~The minimum percentage of parks and open space required for the Urban Village is twenty-five (25) percent of the total gross acreage of the Urban Village.~~ The open space shall meet the minimum standards set forth per Chapter 30, Development standards, Article III, Improvements, Division 3, Open space.

b. All ~~parks,~~ open space ~~and civic plazas~~ shall be preserved for its intended purpose as expressed in the Master Plan. The developer shall choose a method of administering open space as specified in Chapter 30, Development standards, Article I, General provisions, Division ~~2~~3, Operations and maintenance.

(Ord. No. 31-2017, § 30, 10-24-17)

SECTION 12. That Chapter 33, “Development Options”, Article VII, “Cluster Subdivision”, Section 33-83, “Criteria and Standards”, of the Code of Ordinances, City of Titusville, is hereby amended to read as follows:

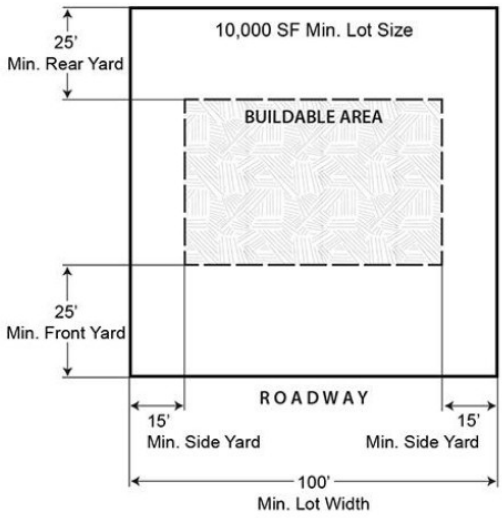
Sec. 33-83. Criteria and standards.

(a) ~~*Parks and*~~ *Open Space.*

(1) ~~The minimum percentage of parks and open space required for a Cluster Subdivision is fifty (50) percent of the total gross acreage of the Cluster Subdivision.~~ The open space shall meet the minimum standards set forth per Chapter 30, ~~Development Standards,~~ Article III, ~~Improvements,~~ Division 3~~, Open Space~~. ~~The fifty (50) percent open space and conservation area may consist of wetlands and uplands with not less than twenty-five (25) percent of the set aside of the total lands consisting of upland vegetation.~~

(2) ~~As a part of the open space requirement, a thirty-foot buffer of preserved native upland or wetland vegetation along adjacent public roadways and twenty-foot buffer between adjacent parcels shall be required to qualify for the cluster development. The buffer open space area may count towards the fifty (50) percent open space for conservation areas. Parks and~~ All open space shall be preserved for its intended purpose as expressed in the Master Plan. The developer shall choose a method of administering open space as specified in Chapter 30, Development standards, Article I, General provisions, Division ~~2~~3, Operations and maintenance.

(3) In the event the parcel and subdivision qualifies and meets the above criteria then, in that event, the height, yard, and area requirements shall be as follows:

Cluster Subdivision Development Standards		
A. *Purpose*		
A Cluster Subdivision is a development option that may be utilized within the RE zoning districts to create a unique subdivision that offers varying lot sizes and allows for the protection of vegetation, topography, or other desirable features.		
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, Average at Building Line Minimum (ft.)	100	
Density, Maximum (du/ac)	1[1]	
Floor area per dwelling unit, Minimum (sq. ft.)	2,000	
Building coverage, Maximum (% of lot area)	40	
Lot Coverage, Maximum (% of lot area)	NA	
Height, Maximum (ft.)	35	
Front yard setback, Minimum (ft.)	25[2]	
Side corner 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: [1] The overall maximum residential density for any development, including uplands and wetlands, shall not exceed 1 unit per gross acre. (i.e. 80 acres, 80 units). [2] At least 50% of the lots must have a 35' foot minimum front yard setback.		
Typical Development Configuration (*For illustrative purposes only*)		



(4) The overall maximum residential density for any development, including uplands and wetlands, shall not exceed one (1) unit per gross acre~~,~~ (~~i.e.~~e.g., eighty (80) acres, eighty (80) units).

~~(5) To the extent possible, the open space area shall be a contiguous parcel in order to preserve the nature habitat for wildlife.~~

~~(6) The stormwater management system shall be designed to preserve, to the extent practical and possible, the native vegetation and may be located within the fifty (50) percent open space and conservation area provided compliance is achieved in accordance with other applicable land development regulations.~~

(~~7~~5) Native vegetation and Florida Friendly Landscaping shall be encouraged within the subdivision.

~~(8) The open space area shall be set aside in a conservation easement dedicated for the benefit of the residents of the subdivision or to the public.~~

SECTION 13. That Chapter 33, "Development Options", Article VIII, "Conservation Subdivision Design", Section 33-104, "Open Space", of the Code of Ordinances, City of Titusville, is hereby amended to read as follows:

Sec. 33-104. Open space.

~~(a)~~ The following open space regulations shall be required in addition to the development and dedication standards set forth in Chapter 30, Development Standards, Article III, Improvements, Division 3, Open Space, and Chapter 30, Development Standards, Article I, General Provisions, Division ~~2~~3, Operations and Maintenance. ~~The more restrictive standard shall apply.~~

~~(1) Any unencumbered space, park, or public or private spaces otherwise committed to preservation or recreation (active or passive), but not including areas required for stormwater management (retention or detention) unless expressly permitted herein, may be counted towards the minimum open space requirements.~~

~~(2) The minimum percentage of open space required for a conservation subdivision is fifty (50) percent of the total gross acreage of the development.~~

~~(3) All common open space shall be preserved for its intended purpose as expressed in the master development plan of a PD. The developer shall choose one (1) or a combination of the following methods of administering common open space:~~

~~a. Establishment of an association or nonprofit corporation of all individuals or corporations owning property within the planned development to ensure the maintenance of all common open space, as provided by the development order.~~

~~b. Retention of ownership, control and maintenance of all or a portion of all common open space by the developer, as provided by the development order.~~

~~(4) Land designated as open space will be restricted by appropriate legal instrument satisfactory to the City Attorney as open space perpetually. Such instrument shall be binding upon the developer, its successors, and assigns, and shall constitute a covenant running with the land. Such instrument shall be in recordable form.~~

~~(5) All common open space, as well as public and recreational facilities, shall be specifically included in the development schedule and be constructed and fully improved by the developer at an equivalent or greater rate than the construction of residential structures, or the development order will be in default.~~

~~(6) Should the developer elect to administer common open space through the association or nonprofit corporation, said organization shall conform to the following requirements:~~

~~a. The developer must establish the association or nonprofit corporation prior to the sale of any lots.~~

~~b. Membership in the association or nonprofit corporation shall be mandatory for all residential property owners with the planned development and said association or corporation shall not discriminate in its members or shareholders.~~

~~c. The association or nonprofit corporation shall manage all common open space and recreational and cultural facilities that are not dedicated to the public, shall provide for the maintenance, administration and operation of said land and any other land within the planned unit development not publicly or privately owned, and shall secure adequate liability insurance on the land. Should the developer elect an association or non-profit corporation as a method of administering common open space, the title to all residential property owners shall include an undivided fee simple estate in all common open space, as approved by the development order.~~

SECTION 14. GRANDFATHER PROVISION. Development that has received final site plan approval, which remains valid consistent with all Code requirements.

SECTION 15. SEVERABILITY. If any provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 16. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 17. EFFECTIVE DATE. This Ordinance shall become effective upon adoption by the City Council in accordance with the Charter of the City of Titusville, Florida.

SECTION 18. INCORPORATION INTO CODE. This Ordinance shall be incorporated into the City of Titusville Code of Ordinances and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the Code may be made.

PASSED AND ADOPTED this _____ day of _____, 2026.

_____

ATTEST: **Andrew Connors, Mayor**

_____

Wanda F. Wells, City Clerk

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Bradley Parrish, Community Development Director

Subject: **Ordinance No. 44-2026 Artificial Turf**

Department/Office: Community Development

Recommended Action:

Conduct the first reading of Ordinance No. 44-2026 Artificial Turf - An Ordinance Of The City Of Titusville, Florida, Amending The Code Of Ordinances To Provide Standards Regulating The Use Of Artificial Turf Consistent With Florida Administrative Code Rule 62-308.100, “Synthetic Turf”, By Amending Sections 30-63, “Shoreline Protection Setbacks”, 30-321, “Plant Materials”, And 30-325, “Artificial Turf”; Providing For Severability, Repeal Of Conflicting Ordinances, Incorporation Into The Code, And An Effective Date. (This is a legislative item.)

The public hearing is scheduled for the regular City Council meeting on October 27, 2026 (6:30 p.m.).

On October 7, 2026, the Planning and Zoning Commission (P&Z) made a motion to recommend approval of the Artificial Turf Ordinance with the removal of subsection (t) in Section 30-325 as it is redundant and allowing for an exemption up to 120 square feet of artificial turf without a permit. Approved 5-0.

Summary Explanation & Background:

On June 16, 2025, Governor DeSantis signed House Bill 683, known as the “Construction Regulations” bill, into law (Chapter 2025-140 Laws of Florida). The bill required the Department of Environmental Protection (DEP) to set minimum standards for synthetic turf installation and prohibited local governments from banning or enforcing rules that block compliant turf on single-family residential properties. On May 19, 2026, the DEP adopted new synthetic turf standards. The enclosed draft ordinance brings the City's artificial turf regulations into compliance with the new DEP standards.

Alternatives:

1. Conduct the first reading of the ordinance as written.
2. Conduct the first reading of the ordinance with changes.
3. Do not Conduct the first reading of the ordinance.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Artificial Turf Ord. 2026 Ver5
2. FDEP Rule, 62-308.100
3. Chapter 2025-140 Laws of Florida Synthetic Turf

ORDINANCE NO. X-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES TO PROVIDE STANDARDS REGULATING THE USE OF ARTIFICIAL TURF CONSISTENT WITH FLORIDA ADMINISTRATIVE CODE RULE 62-308.100, "SYNTHETIC TURF", BY AMENDING SECTIONS 30-63, "SHORELINE PROTECTION SETBACKS", 30-321, "PLANT MATERIALS", AND 30-325, "ARTIFICIAL TURF"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection ("Department") established minimum standards for the installation of synthetic turf on single-family residential properties one acre or less in size, pursuant to Ch. 2025-140, Laws of Fla.; and

WHEREAS, under the law, local governments may not prohibit compliant synthetic turf installations on covered properties or regulate synthetic turf in a manner inconsistent with the Department's standards.

WHEREAS, the City Council desires to update existing standards for the use of artificial turf consistent with state law.

BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA as follows:

SECTION 1: Recitals. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2: That Chapter 30, "Development Standards", Article IV, "Environmental", Division 4, "Shoreline Protection", Section 30-63, "Shoreline protection setbacks", of the Code of Ordinances, City of Titusville is hereby amended to read as follows:

Sec. 30-63. Shoreline protection setbacks.

(a) Setbacks for properties located within the Titusville Shoreline Area Overlay (TSA) and developed prior to the effective date of this ~~ordinance [~~division~~]~~ shall adhere to the minimum building setbacks set forth ~~per~~ in the Shoreline Protection Setbacks Table contained in ~~[~~Section 30-63(c)~~] of this chapter~~ and per Chapter 29, Special Districts and Overlays, Section 29-25~~, Minimum building setback from the mean annual flood line of the Indian River Lagoon~~.

(b) All other setbacks not regulated by the Titusville Shoreline Area Overlay shall adhere to the standards set forth in the Shoreline Protection Setbacks Table contained in ~~[~~Section 30-62(c)~~]~~ and this article.

(c) Shoreline protection setbacks.

Table 30-1 Shoreline Protection Setbacks				
	Zoning District	Shoreline Protection Setbacks	Max Impervious Coverage of Shoreline Setback Area	Water Class
Lots within the Titusville Shoreline Overlay (TSA) developed with a principal use prior to the effective date of this ~~ordinance [~~division~~]~~	Shoreline Mixed-Use Zoning (SMU)	Less than 100 ft. lot depth = 25 ft. 100—150 ft. lot depth = 35 ft. Greater than 150 ft. = 50 ft.	35%	II and III
	All other zoning districts in the TSA	20 ft. unless more restrictive in the applicable underlying zoning district		
Vacant lots within the TSA and all other areas not regulated by the Shoreline Overlay	All zoning districts	50 ft.	30%	II
		25 ft.		III

(d) In addition to the exemptions specified in Section 30-67, ~~Exemptions of this article. Land~~land uses and/or structures permitted within the shoreline setback area include:

(1) Bulkheads and seawalls (See Section 30-64, Alterations in the shoreline protection setbacks and surface water protection permit).

(2) Piers, wharves, and docks.

(3) Boathouses.

(4) Sidewalks, walkways, and boardwalks.

(5) Boat launching facilities.

(6) Tennis courts, swimming pools, and similar recreational uses.

(e) Land uses or structures prohibited within the shoreline setback area include:

(1) Parking facilities.

(2) Artificial grass or turf consistent with the requirements of Article III "Improvements", Division 10 "Landscaping", Subdivision 2 "Landscape Materials", Section 30-325 "Artificial turf."

(3) Garages or carports.

(4) Driveways.

DRAFT

(5) All uses or structures which would cover more than the maximum impervious coverage of the shoreline setback area.

SECTION 3: That Chapter 30, "Development Standards", Article III, "Improvements", Division 10, "Landscaping", Subdivision 2, "Landscape Materials", Section 30-321, "Plant Materials", of the Code of Ordinances, City of Titusville is hereby amended to read as follows:

Sec. 30-321. Plant materials.

(a) *Quality:* Plant material used in conformance with the provisions of this article shall be good, healthy, and sturdy plants. All plant material shall be Florida #1 grade or better. Plant materials which are known to be intolerant of paving environments or whose physical characteristics may be injurious to the public or which produce a quantity and/or quality of debris so as to present maintenance difficulties shall not be specified for use under this article.

(b) *Native vegetation:* The applicant is encouraged to utilize plant material native to Brevard County in meeting these landscaping requirements. The existing vegetation that is native to Brevard County with the exception of that listed in Section 30-4(d) shall be preserved and utilized except when removal is justified and determined to be acceptable by the enforcement official (see Landscape Technical Manual).

(c) *Ground cover:* Ground covers, other than grass, shall be planted in such a manner so as to present a finished appearance and reasonably complete coverage within six (6) months after planting (see Landscape Technical Manual).

(d) *Lawn grass:* Grass areas shall be planted in species normally grown as permanent lawns in Brevard County. Seeding and sprigging may be used if grass cover is complete within six (6) months, or sodding will be required (see Landscape Technical Manual).

(e) *Hedges:* Hedges, where required, shall be planted in sufficient number and maintained so as to form a continuous, unbroken, solid screen within a maximum of six (6) months after time of planting (see Landscape Technical Manual).

(f) *Synthetic plants prohibited:* Synthetic or artificial material in the form of trees, shrubs, ground covers or vines are prohibited in landscaping and yards. Artificial turf shall not be used in lieu of the plant requirements in this section. Synthetic or artificial turf may only be used on single family lots one (1) acre or less in size~~. Synthetic or artificial turf may be placed in side or rear yards of single family lots when concealed from view from the adjacent right-of-way and~~ consistent with the requirements of Section 30-325~~, Artificial turf~~.

(g) ~~[~~*Overstory trees:*~~]~~ Overstory trees shall be species having an average mature spread of crown of greater than twenty (20) feet and reach a mature height of at least sixty (60) feet, and having a trunk which can be maintained in a clean condition with over five (5) feet of clear wood (no branches). Trees, including palms, having an average mature spread of crown less than twenty (20) feet may be arranged in groupings so as to create the equivalent of twenty-foot crown spread and shall count as one (1) required tree. Invasives shall not be used to fulfill the requirements of this article (see Landscape Technical Manual).

(h) *Caliper:* Plant materials required by this section shall comply with the minimum size requirements of Table 30-5, Minimum landscape planting specifications at the time of installation. Plant height shall be measured from the average grade level of the immediate planting area to the top horizontal plane of the shrub at planting; for single-trunk trees, the

measurement shall be taken six (6) inches above grade level; for multitrunk trees, the tree shall be measured from the average grade level of the immediate planting area.

(i) *Planting areas and shrubs:* Planting areas shall consist of permeable surface areas only. The permeable surface areas for shrubs may be included with permeable surface areas required for trees.

(j) *Pavement edges:* Each overstory, coniferous, understory ~~[~~tree~~],~~ or shrub shall be planted at least twelve (12) inches from the edge of any paved surface.

(k) *Irrigation:* Irrigation must be indicated on the landscape plan. Any landscape area must be shown by water tolerant usage area.

SECTION 4: That Chapter 30, "Development Standards", Article III, "Improvements", Division 10, "Landscaping", Subdivision 2, "Landscape Materials", Section 30-325, "Artificial turf", of the Code of Ordinances, City of Titusville is hereby amended to read as follows:

Sec. 30-325. Artificial turf.

(a) Artificial turf shall not be used in lieu of the plant requirements of this article.

(b) Artificial turf is prohibited in any public right-of-way~~, with~~containing a swale, ditch, stormwater pond, or stormwater pond's littoral zone.

(c) Artificial turf shall be limited to use on single family lots one (1) acre ~~or~~ less in size.

(d) Artificial turf shall be installed to have a ~~minimum~~ maximum permeability of ~~thirty (30)~~ten (10) inches per hour per square yard for all layers~~. Artificial turf that does not meet the permeability minimum shall be considered one hundred (100) percent impervious area and required to receive a stormwater management permit consistent with Section 30-202 "Stormwater management permit."~~

(e) Subgrade shall be composed of natural materials, such as crushed rock~~,~~ or crushed concrete, that meets the permeability requirement of this Section. Subgrade materials shall be washed prior to installation to prevent ~~fires~~fines from binding~~,~~ and shall be prepared for positive drainage and evenly graded porous materials. Soil beneath installed subgrade shall not be compacted to the extent that it adversely impacts percolation through the soil.

(f~~e~~) Only green artificial turf shall be allowed and such turf~~Artificial turf~~ shall have a minimum 15-year manufacturer's warranty that protects against color fading and decrease in pile height.

(g~~f~~) Artificial turf, including backing materials and infill, shall not contain heavy metals or intentionally added per- ~~and~~or polyfluoralkyl substances ~~shall be lead-free~~.

(h~~g~~) Artificial turf, including backing materials and infill, shall come with "total content leach protocol" (TCLP) test documentation declaring that the yarn and backing material are disposable under normal conditions at any ~~U.S.~~Chapter 62-701, F.A.C, ~~Florida permitted~~ landfill permitted under Florida Administrative Code Chapter 62-701 ~~station~~.

(i~~h~~) Infill material~~s~~ for artificial turf, if used, shall only be clean silica, ~~must be organic or~~ sand, rock, shell, or other natural material, except that coated silica sand may be used provided that any coasting used is ~~with a~~ non-toxic ~~coating~~ and meets the requirements described in paragraphs (f) and (g) of this section. Rubber or any other synthetic infill material is allowed only within the footprint of playground equipment and must also meet the requirements of

paragraphs (f) and (g). Installation shall be designed to prevent the washing away of any infill material off the residential property.

(ji) The use of "indoor/outdoor" carpeting as a replacement or substitute for artificial turf is strictly prohibited.

(kj) Proximity to trees and other installation.

(1) Installation of artificial turf shall not compromise the health of nearby trees, including damage to tree roots, other than those identified as a noxious weed as defined in Chapter 581, Florida. Statutes.Any deviation from these minimum standards must be approved as a variance by the Board of Adjustments and Appeals. No variance may be granted for use within the shoreline protection buffers as established in Section 30-63, Shoreline Protection Setbacks.

(2) Artificial turf shall not installed within tree drip lines, whether on the property or on adjacent properties, unless the tree is a noxious weed as defined by Chapter 581, Florida. Statutes, or unless a certified arborist, using site specific information and best professional judgment, certifies that installation within that drip line would not be harmful to the tree.

(lk) Installation shall be, at a minimum, in accordance with manufacturer's specifications.

(ml) Artificial turf shall be anchored in order to withstand the effects of wind.

(nm) Seams shall be nailed and glued (not sewn) and all edges shall be trimmed to fit against all regular and irregular edges in order to present a natural look.

(on) Installation of artificial turf shall be designed and installed to prevent Sufficient drainage shall be provided in order to prevent excess runoff or pooling or an increase in stormwater runoff volume, direction, or rates to adjacent properties and-, where possible, such stormwater runoff shall be directed to on-site pervious areasof water. .

(po) Artificial turf shall be maintained in a "like new" condition free of weathering and fading. Artificial turf areas shall be kept free of dirt, debris, stains, and weeds. Tears, holes, ruts, depressions and the like shall be repaired immediately with like for like materials, from the same manufacturer if possible. Edges shall be properly anchored and shall not present a "loose" appearance.

(q) In-ground irrigation systems cannot be used to irrigate artificial turf areas. If any in-ground system is already installed, the irrigation heads shall be removed and any pipe(s) capped.

(r) Artificial turf shall not be installed closer than ten (10) feet from a natural or man-=made waterbody as measured from the applicable ordinary or mean high water line except where there is a physical barrier between the artificial turf and the waterbody, such as, but not limited to, a seawall or bulkhead.

(s) Artificial turf must provide access to theany septic tank for routine pumpout.

(t) Artificial turf shall not cause or contribute to violations of state water quality standards.

(up) Artificial turf installed in compliance with this Code shall not count toward the required minimum landscape area.

(vq) Artificial turf shall require a permit and stormwater review andthat is proposed with a building permit on single family lots shall be inspected for consistency with this section. Artificial turf that is not proposed with a building permit shall not require a permit provided the materials, placement and installation are consistent with this section.

SECTION 5. SEVERABILITY. If any provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. INCORPORATION INTO THE CODE. This Ordinance shall be incorporated into the City of Titusville Code of Ordinances, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing: Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the Code may be made.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become in full force and effect upon adoption by the City Council in accordance with the Charter of the City of Titusville, Florida.

PASSED AND ADOPTED, this ___th day of _____, 2026.

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

DRAFT

62-308.100 Synthetic Turf.

(1) Scope.

(a) “Synthetic turf” is defined by s. 125.572(1), F.S.

(b) Pursuant to s. 125.572, F.S., this rule establishes minimum standards for the installation of synthetic turf on single-family residential properties of 1 acre or less in size. Pursuant to s. 125.572(3), F.S., local governments may not regulate synthetic turf in a manner inconsistent with these minimum standards. This rule does not establish nor require any new department-issued permit or authorization for the installation of synthetic turf,

(c) These standards do not modify the property rights of any entity, including any fee simple interests or any less-than-fee interests, such as easements or rights of way.

(2) Material type.

(a) Synthetic turf, including backing material and infill, must not contain heavy metals or intentionally added per- and polyfluoroalkyl substances.

(b) Synthetic turf, including backing materials and infill, must be disposable under normal conditions at any Chapter 62-701, F.A.C., Florida permitted landfill.

(c) Infill material, if used, shall only be clean silica sand, rock, shell, or other natural material, except that coated silica sand may be used provided that any coating used is non-toxic and meets the requirements described in paragraphs (2)(a) and (2)(b). Rubber or any other synthetic infill material is allowed only within the footprint of playground equipment and must also meet the requirements described in paragraphs (2)(a) and (2)(b). Installation shall be designed to prevent washing away of any infill material off the residential property.

(d) Subgrade shall be composed of natural materials, such as crushed rock, or crushed concrete that meets the permeability requirements of this rule. Subgrade materials shall be washed prior to installation to prevent fines from binding.

(3) Color. Green synthetic turf shall be allowed.

(4) Permeability.

(a) Synthetic turf must be permeable and affixed to permeable backing with a pervious subgrade. A local government may establish a quantifiable standard of a maximum of 10 inches per hour for all layers.

(b) Synthetic turf must be installed over a subgrade prepared for positive drainage and evenly graded porous material.

(c) Soil beneath installed subgrade shall not be compacted to the extent that it adversely impacts percolation through the soil.

(5) Stormwater management.

(a) Installation of synthetic turf must be designed and installed to prevent pooling or an increase in the stormwater runoff volume, direction, or rates to adjacent properties and, where possible, runoff shall be directed to on-site pervious areas.

(b) Installation of synthetic turf must not alter the permitted stormwater management system as designed and shall not be installed within a swale, ditch, stormwater pond, or a stormwater pond’s littoral zone.

(6) Potable water conservation.

(a) In-ground irrigation systems cannot be used to irrigate synthetic turf areas.

(b) If any in-ground system is already installed, a local government may require that irrigation heads be removed and pipe capped.

(7) Water quality.

(a) Synthetic turf shall not cause or contribute to violations of state water quality standards.

(b) Buffer zones around natural or man-made waterbodies may be established to protect against erosion and reduce pollution provided that such buffer for synthetic turf is no greater or restrictive than what is applicable to natural turf. Where no buffer zone has been established, synthetic turf shall be installed no closer than 10 feet from a natural or man-made waterbody as measured from the applicable ordinary or mean high water line except where there is a physical barrier between the synthetic turf and the waterbody (such as, but not limited to, a seawall or bulkhead).

(8) Proximity to trees and other vegetation.

(a) Installation of synthetic turf cannot compromise the health of nearby trees, including damage to tree roots, other than those identified as a noxious weed as defined in Chapter 581, F.S.

(b) Synthetic turf shall not be installed inside tree drip lines, whether on the property or adjacent properties, unless the tree is a noxious weed as defined by Chapter 581, F.S., or unless a certified arborist, using site specific information and best professional judgment, certifies that installation within that drip line would not be harmful to the tree.

(9) Other factors impacting environmental conditions of adjacent properties.

(a) Synthetic turf shall be installed according to manufacturer's specifications.

(b) Synthetic turf shall be anchored at all edges and seams that, at a minimum, will withstand the effects of wind or flooding.

(c) If installed, synthetic turf must provide for access to the septic tank for routine pumpout.

(d) If installed, synthetic turf shall be installed landward of any dune system and shall not be used to replace any existing dune vegetation.

Rulemaking Authority 125.572 FS. Law Implemented 125.572 FS. History–New 5-19-26.

CHAPTER 2025-140

Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 683

An act relating to construction regulations; creating s. 125.572, F.S.; defining the term "synthetic turf"; requiring the Department of Environmental Protection to adopt minimum standards for the installation of synthetic turf on specified properties; requiring that the standards take into account specified factors; prohibiting local governments from adopting or enforcing any ordinance, resolution, order, rule, or policy that prohibits, or is enforced to prohibit, property owners from installing synthetic turf meeting certain standards on single-family residential property; prohibiting local governments from adopting or enforcing specified ordinances, resolutions, orders, rules, or policies that regulate synthetic turf which are inconsistent with specified standards; requiring the department to adopt rules; creating s. 218.755, F.S.; requiring local governmental entities to approve or deny certain price quotes and send written notice to contractors within a specified timeframe; requiring denial notices to specify alleged deficiencies and actions necessary to remedy such deficiencies; requiring certain payment to a contractor if a local governmental entity fails to provide such notice; prohibiting contracts from altering specified duties of a local governmental entity; amending s. 255.0992, F.S.; prohibiting the state or political subdivisions that contract for public works projects from penalizing or rewarding bidders for performing larger or smaller volumes of construction work for the state or political subdivisions; amending s. 399.035, F.S.; requiring only one support rail in an elevator car interior to meet certain specifications; amending s. 489.505, F.S.; revising the definition of the term "certified alarm system contractor"; amending s. 553.73, F.S.; providing an exemption from the Florida Building Code for systems or equipment located on property within a spaceport territory which is used for specified purposes; reenacting and amending s. 553.79, F.S.; prohibiting local governments from requiring copies of contracts and certain associated documents for the issuance of building permits or as a requirement for the submission of building permit applications; amending s. 553.791, F.S.; revising definitions; revising the conditions under which specified contractors may elect to use a private provider to provide inspection services; authorizing private providers to use automated or software-based plans review systems designed to make certain determinations; requiring local building officials to issue permits within a specified timeframe if such permit application is related to certain single-trade plans reviews; authorizing certain inspections to be performed in person or virtually; amending s. 497.271, F.S.; conforming a cross-reference; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 125.572, Florida Statutes, is created to read:

125.572 Regulation of synthetic turf.—

(1) As used in this section, the term "synthetic turf" means a manufactured product that resembles natural grass and is used as a surface for landscaping and recreational areas.

(2) The Department of Environmental Protection shall adopt minimum standards for the installation of synthetic turf on single-family residential properties 1 acre or less in size. The standards must take into account material type, color, permeability, stormwater management, potable water conservation, water quality, proximity to trees and other vegetation, and other factors impacting environmental conditions of adjacent properties.

(3) Upon the Department of Environmental Protection adopting rules pursuant to subsection (4), a local government may not:

(a) Adopt or enforce any ordinance, resolution, order, rule, or policy that prohibits, or is enforced to prohibit, a property owner from installing synthetic turf that complies with Department of Environmental Protection standards adopted pursuant to this section which apply to single-family residential property.

(b) Adopt or enforce any ordinance, resolution, order, rule, or policy that regulates synthetic turf which is inconsistent with the Department of Environmental Protection standards adopted pursuant to this section which apply to single-family residential property.

(4) The Department of Environmental Protection shall adopt rules to implement this section.

Section 2. Section 218.755, Florida Statutes, is created to read:

218.755 Prompt processing of change orders.—For any contract for construction services entered into on or after July 1, 2025, if a local governmental entity receives from its contractor a price quote for a change order requested or issued by the local governmental entity for construction services, and the price quote conforms to all statutory requirements and contractual requirements for the project, the local governmental entity must approve or deny the price quote and send written notice of that decision to the contractor within 35 days after receipt of such quote. A denial notice must specify the alleged deficiencies in the price quote and the actions necessary to remedy those deficiencies. If the local governmental entity fails to provide the contractor with a notice in compliance with this section, the change order and price quote are deemed approved, and the local governmental entity must pay the contractor the amount stated in the price quote upon the completion of the change order. A contract between a local governmental entity and a contractor may not alter the local governmental entity's duties under this section.

CODING: Words stricken are deletions; words underlined are additions.

Section 3. Paragraph (d) is added to subsection (2) of section 255.0992, Florida Statutes, to read:

255.0992 Public works projects; prohibited governmental actions.—

(2) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(d) When scoring or evaluating bids for a public works project, penalize a bidder for performing a larger volume of construction work for the state or political subdivision or reward a bidder for performing a smaller volume of construction work for the state or political subdivision.

Section 4. Paragraph (b) of subsection (1) of section 399.035, Florida Statutes, is amended to read:

399.035 Elevator accessibility requirements for the physically handicapped.—

(1) Each elevator, the installation of which is begun after October 1, 1990, must be made accessible to physically handicapped persons with the following requirements:

(b) Each elevator car interior must have a support rail on at least one wall. All support rails must be smooth and have no sharp edges and must not be more than 1 ½ inches thick or 2 ½ inches in diameter. At least one support rail ~~Support rails~~ must be continuous and a minimum length of 42 inches overall. The inside surface of support rails must be 1 ½ inches clear of the car wall. The distance from the top of the support rail to the finished car floor must be at least 31 inches and not more than 33 inches. Padded or tufted material or decorative materials such as wallpaper, vinyl, cloth, or the like may not be used on support rails.

Section 5. Subsection (7) of section 489.505, Florida Statutes, is amended to read:

489.505 Definitions.—As used in this part:

(7) "Certified alarm system contractor" means an alarm system contractor who possesses a certificate of competency issued by the department. The scope of certification is limited to alarm circuits originating in the alarm control panel and equipment governed by the applicable provisions of Articles 722, 725, 760, 770, 800, and 810 of the National Electrical Code, Current Edition, and National Fire Protection Association Standard 72, Current Edition. The scope of certification for alarm system contractors also includes the installation, repair, fabrication, erection, alteration, addition, or design of electrical wiring, fixtures, appliances, thermostats, apparatus, raceways, and conduit, or any part thereof not to exceed 98 volts (RMS), when those items are for the purpose of transmitting data or proprietary video (satellite systems that are not part of a community antenna television

or radio distribution system) or providing central vacuum capability, surveillance cameras, or electric locks; however, this provision governing the scope of certification does not create any mandatory licensure requirement.

Section 6. Paragraph (m) is added to subsection (10) of section 553.73, Florida Statutes, to read:

553.73 Florida Building Code.—

(10) The following buildings, structures, and facilities are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the Legislature and provided by law:

(m) Any system or equipment, whether affixed or movable, which is located on property within a spaceport territory pursuant to s. 331.304 and which is used for the production, erection, alteration, modification, repair, launch, processing, recovery, transport, integration, fueling, conditioning, or equipping of a space launch vehicle, payload, or spacecraft.

With the exception of paragraphs (a), (b), (c), and (f), in order to preserve the health, safety, and welfare of the public, the Florida Building Commission may, by rule adopted pursuant to chapter 120, provide for exceptions to the broad categories of buildings exempted in this section, including exceptions for application of specific sections of the code or standards adopted therein. The Department of Agriculture and Consumer Services shall have exclusive authority to adopt by rule, pursuant to chapter 120, exceptions to nonresidential farm buildings exempted in paragraph (c) when reasonably necessary to preserve public health, safety, and welfare. The exceptions must be based upon specific criteria, such as under-roof floor area, aggregate electrical service capacity, HVAC system capacity, or other building requirements. Further, the commission may recommend to the Legislature additional categories of buildings, structures, or facilities which should be exempted from the Florida Building Code, to be provided by law. The Florida Building Code does not apply to temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

Section 7. Paragraph (f) of subsection (1) of section 553.79, Florida Statutes, is amended, and subsection (11) of that section is reenacted, to read:

553.79 Permits; applications; issuance; inspections.—

(1)

(f) A local government may not require a contract between a builder and an owner, any copies of such contract, or any associated document, including, but not limited to, letters of intent, material costs lists, labor costs, or overhead or profit statements, for the issuance of a building permit or as a requirement for the submission of a building permit application.

(11) Any state agency whose enabling legislation authorizes it to enforce provisions of the Florida Building Code may enter into an agreement with any other unit of government to delegate its responsibility to enforce those provisions and may expend public funds for permit and inspection fees, which fees may be no greater than the fees charged others. Inspection services that are not required to be performed by a state agency under a federal delegation of responsibility or by a state agency under the Florida Building Code must be performed under the alternative plans review and inspection process created in s. 553.791 or by a local governmental entity having authority to enforce the Florida Building Code.

Section 8. Paragraphs (l) and (q) of subsection (1) and subsections (5) through (8) of section 553.791, Florida Statutes, are amended to read:

553.791 Alternative plans review and inspection.—

(1) As used in this section, the term:

(l) "Permit application" means a properly completed and submitted application for the requested building or construction permit, including:

1. The plans reviewed by the private provider, or in the case of a single-trade plans review where a private provider uses an automated or software-based plans review system pursuant to subsection (6), the information reviewed by the automated or software-based plans review system to determine compliance with one or more applicable codes.

2. The affidavit from the private provider required under subsection (6).

3. Any applicable fees.

4. Any documents required by the local building official to determine that the fee owner has secured all other government approvals required by law.

(q) "Single-trade inspection" or "single-trade plans review" means any inspection or plans review focused on a single construction trade, such as plumbing, mechanical, or electrical. The term includes, but is not limited to, inspections or plans reviews of door or window replacements; fences and block walls more than 6 feet high from the top of the wall to the bottom of the footing; stucco or plastering; reroofing with no structural alteration; solar energy and energy storage installations or alterations; HVAC replacements; ductwork or fan replacements; alteration or installation of wiring, lighting, and service panels; water heater changeouts; sink replacements; and repiping.

(5) After construction has commenced and if either the local building official is unable to provide inspection services in a timely manner or the work subject to inspection is related to a single-trade inspection for a single-family or two-family dwelling, the fee owner or the fee owner's contractor may elect to use a private provider to provide inspection services by notifying

the local building official of the owner's or contractor's intention to do so by 2 p.m. local time, 2 business days before the next scheduled inspection using the notice provided for in paragraphs (4)(a)-(c).

(6) A private provider performing plans review under this section shall review the plans to determine compliance with the applicable codes. For single-trade plans reviews, a private provider may use an automated or software-based plans review system designed to determine compliance with one or more applicable codes, including, but not limited to, the National Electrical Code and the Florida Building Code. Upon determining that the plans reviewed comply with the applicable codes, the private provider shall prepare an affidavit or affidavits certifying, under oath, that the following is true and correct to the best of the private provider's knowledge and belief:

(a) The plans were reviewed by the affiant, who is duly authorized to perform plans review pursuant to this section and holds the appropriate license or certificate.

(b) The plans comply with the applicable codes.

Such affidavit may bear a written or electronic signature and may be submitted electronically to the local building official.

(7)(a) No more than 20 business days, or if the permit application is related to a single-trade plans review for a single-family or two-family dwelling, no more than 5 business days, after receipt of a permit application and the affidavit from the private provider required pursuant to subsection (6), the local building official shall issue the requested permit or provide a written notice to the permit applicant identifying the specific plan features that do not comply with the applicable codes, as well as the specific code chapters and sections. If the local building official does not provide a written notice of the plan deficiencies within the prescribed time ~~20-day~~ period, the permit application must ~~shall~~ be deemed approved as a matter of law, and the permit must ~~shall~~ be issued by the local building official on the next business day.

(b) If the local building official provides a written notice of plan deficiencies to the permit applicant within the prescribed time ~~20-day~~ period, the time ~~20-day~~ period is ~~shall be~~ tolled pending resolution of the matter. To resolve the plan deficiencies, the permit applicant may elect to dispute the deficiencies pursuant to subsection (15) or to submit revisions to correct the deficiencies.

(c) If the permit applicant submits revisions, the local building official has the remainder of the tolled time ~~20-day~~ period plus 5 business days after ~~from~~ the date of resubmittal to issue the requested permit or to provide a second written notice to the permit applicant stating which of the previously identified plan features remain in noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections. Any subsequent review by the local building official is limited to the deficiencies

cited in the written notice. If the local building official does not provide the second written notice within the prescribed time period, the permit must ~~shall~~ be deemed approved as a matter of law, and the local building official must issue the permit on the next business day.

(d) If the local building official provides a second written notice of plan deficiencies to the permit applicant within the prescribed time period, the permit applicant may elect to dispute the deficiencies pursuant to subsection (15) or to submit additional revisions to correct the deficiencies. For all revisions submitted after the first revision, the local building official has an additional 5 business days after ~~from~~ the date of resubmittal to issue the requested permit or to provide a written notice to the permit applicant stating which of the previously identified plan features remain in noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections.

(8) A private provider performing required inspections under this section shall inspect each phase of construction as required by the applicable codes. Such inspection, including a single-trade inspection, may be performed in person ~~in-person~~ or virtually. The private provider may have a duly authorized representative perform the required inspections, provided all required reports are prepared by and bear the written or electronic signature of the private provider or the private provider's duly authorized representative. The duly authorized representative must be an employee of the private provider entitled to receive reemployment assistance benefits under chapter 443. The contractor's contractual or legal obligations are not relieved by any action of the private provider.

Section 9. Subsection (3) of section 497.271, Florida Statutes, is amended to read:

497.271 Standards for construction and significant alteration or renovation of mausoleums and columbaria.—

(3) The licensing authority shall transmit the rules as adopted under subsection (2), ~~hereinafter~~ referred to as the "mausoleum standards," to the Florida Building Commission, which shall initiate rulemaking under chapter 120 to consider such mausoleum standards. If such mausoleum standards are not deemed acceptable, they must ~~shall~~ be returned by the Florida Building Commission to the licensing authority with details of changes needed to make them acceptable. If such mausoleum standards are acceptable, the Florida Building Commission must ~~shall~~ adopt a rule designating the mausoleum standards as an approved revision to the State Minimum Building Codes under part IV of chapter 553. When ~~so~~ designated by the Florida Building Commission, such mausoleum standards shall become a required element of the State Minimum Building Codes under s. 553.73(2)(a) ~~s. 553.73(2)~~ and shall be transmitted to each local enforcement agency, as defined in s. 553.71(5). Such local enforcement agency shall consider and inspect for compliance with such mausoleum standards as if they were part of the local building code, but shall have no

continuing duty to inspect after final approval of the construction pursuant to the local building code. Any further amendments to the mausoleum standards shall be accomplished by the same procedure. Such designated mausoleum standards, as from time to time amended, shall be a part of the State Minimum Building Codes under s. 553.73 until the adoption and effective date of a new statewide uniform minimum building code, which may supersede the mausoleum standards as provided by the law enacting the new statewide uniform minimum building code.

Section 10. This act shall take effect July 1, 2025.

Approved by the Governor June 13, 2025.

Filed in Office Secretary of State June 13, 2025.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Cultural Consultant**

Department/Office: Assistant City Manager

Recommended Action:
Provide direction on the employee cultural review with a proposed price of $74,260.

Summary Explanation & Background:
The City Council previously requested and re-affirmed the desire to solicit an employee cultural review. The City solicited quotes from qualified vendors under the State of Florida Contract #80101500-25-STC for an Employee Cultural Review to accomplish the following objectives:

1) Assess the overall health and effectiveness of the City's organizational culture across all departments and employee classifications.
2) Identify employee perceptions regarding leadership, communication, trust, equity, inclusion, and psychological safety.
3) Evaluate the alignment between the City's stated values and the day-to-day lived employee experience.
4) Identify systemic barriers, disparities, or concerns that may impact employee morale, engagement, retention, or performance.
5) Benchmark findings against comparable municipal organizations where appropriate.
6) Provide the City Manager and City Council with clear, prioritized, and actionable recommendations.

The lowest responsive quote received for these service was $74,260 from Zeus Consulting of West Palm Beach, Florida. The provided response and examples of the outcome are provided as attachments. If the project is moved forward the cost will be split among all the operating funds of the City based on number of employees and will be brought back at the next meeting.

It is requested that City Council provide direction on the employee cultural review with a proposed price of $74,260.

Alternatives:
Do not move forward

Item Budgeted:
N/A budget adjustment, if requested, will come back at the next meeting.

Source/Use of Funds/Budget Book Page:

Strategic Plan:
Goal 2: Efficient & Effective Services

Strategic Plan Impact:
This action will provide the requested employee culteral review.

ATTACHMENTS:
1. Zeus_Titusville_Employee_Cultural_Review_Proposal_Response (Rev3)
2. Sample_2a_Illustrative_Assessment_and_Findings_Report
3. Sample_2c_Illustrative_Strategic_Roadmap_and_Action_Plan
4. Bid Tab Sheet
5. Price Quote 26PQ052 TB

ZEUS CONSULTING



Employee Cultural Review Consulting Services

Proposal Response

Submitted to	City of Titusville
Solicitation	PO-26-PQ-052-TB
Submitted by	Zeus Consulting Services Corporation
State Contract	80101500-25-STC
Submission Date	September 18, 2026

515 North Flagler Drive, Suite 350 | West Palm Beach, Florida 33401
Melanie Roger | President | 561-787-4323 | Melanie@zeusconsultingservices.com

ZEUS CONSULTING

PROTECT. INVEST. GROW.

Letter of Transmittal

September 18, 2026

Tracy Bailey
Purchasing and Contracting Division
City of Titusville
555 South Washington Avenue
Titusville, Florida 32796

Re: PO-26-PQ-052-TB Employee Cultural Review Consulting Services

Dear Ms. Bailey:

Zeus Consulting Services Corporation submits this proposal to conduct the City of Titusville Employee Cultural Review under State Term Contract 80101500-25-STC. Zeus proposes a focused senior team led by Melanie Roger as Principal Consultant and Project Manager, with Dr. Deeawn Roundtree serving as Senior Consultant and Organizational Culture, Leadership, and Human Resources Lead. Zeus back-office staff will support research, quantitative and qualitative analysis, scheduling, quality control, graphics, and document production.

Our approach will give the City an evidence-based view of employee experience across departments, classifications, and tenure groups while protecting employee identities as much as possible within Florida public-record requirements. The engagement includes an anonymous all-employee survey, up to three focus groups, up to 30 confidential interviews, available municipal benchmarking, integrated analysis, a findings report, an executive summary, and an implementation roadmap.

The work plan is designed for completion within 60 calendar days of Purchase Order issuance. The survey participation plan uses the City-confirmed population of 497 employees and targets at least 348 responses. The proposed fixed fee for Phases 1 through 5 is $74,260, inclusive of required survey technology, base-scope travel, production, and two printed final reports.

Zeus appreciates the opportunity to support the City in translating employee feedback into clear priorities, accountable actions, and measurable operating improvements.

Sincerely,

Melanie Roger

Melanie Roger, MBA, PMP, Six Sigma Black Belt
President
Zeus Consulting Services Corporation

ZEUS CONSULTING

Understanding of the Engagement

The City seeks an independent review of the culture experienced by employees, not a stand-alone satisfaction survey. The work must connect employee perceptions to operating conditions, leadership practices, communication, trust, fairness, psychological safety, collaboration, development, morale, retention, and performance. It must then convert those findings into priorities that City leadership can assign, monitor, and implement.

Response at a Glance

Requirement	Zeus Response
Workforce basis	497 current employees; minimum 70 percent participation target equals at least 348 survey responses.
Survey	Anonymous, professionally designed instrument of no more than 30 questions; platform licensing and administration included.
Qualitative collection	Up to three focus groups and up to 30 individual interviews, including approximately 20 executive leadership interviews.
Required analysis	All departments; employee classification and tenure; demographics where statistically valid and appropriate for identity protection.
Benchmarking	Relevant available benchmark databases and the City-identified peer municipalities, where comparable information is available.
Reporting	Draft and final findings reports, executive summary, anonymized qualitative summaries, and an implementation roadmap with owners, timelines, and measures.
Performance period	No more than 60 calendar days from Purchase Order issuance through final completion and presentation.

Project Commitments

- Melanie Roger will remain accountable for the City relationship, schedule, quality, executive interviews, integrated findings, recommendations, and final presentation.
- Dr. Deeawn Roundtree will lead the culture, leadership, human resources, employee experience, focus group, and qualitative interpretation work.
- Back-office personnel will support analysis and administration under the direct review of the two named senior personnel; they will not replace senior judgment.
- All required base-scope costs are included in the fixed fee. Additional services will be performed only through an authorized change order.

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Methodology

The methodology is organized around four controls required by the City: protection of information, representative participation, disciplined qualitative analysis, and adoption of the implementation roadmap. These controls operate across the five required project phases.

Protection of Client Data and Employee Identities

Work samples are sanitized through a documented review that removes client names, logos, locations, project identifiers, individual names, direct quotations that could identify a speaker, embedded comments, tracked changes, document properties, and other metadata. Small-group information is aggregated, labels are generalized, and dates or figures are masked when their combination could reveal the client or an individual. A second reviewer checks both visible content and document properties before release.

For the Titusville engagement, the survey will be configured to avoid collecting names and unnecessary direct identifiers. Focus group and interview protocols will explain the limits of confidentiality under Chapter 119, Florida Statutes. Zeus will use attribution-free notes and coded participant categories, avoid recordings unless the City authorizes them, and limit verbatim comments in reporting. Raw survey data is not a required deliverable.

Every department will be represented in the findings. When small sample sizes create an identification risk, Zeus will retain the department-level result but limit granular demographic cross-tabs and potentially identifying quotations. The approach preserves useful findings while reducing the chance that a reader could infer who said what.

Representative Focus Groups and Interviews

During Phase 1, Zeus will build a participation matrix using department, operating or support function, classification, tenure, work schedule, and voluntary demographic representation. The matrix will be compared with current workforce counts so the engagement does not overrepresent employees who work standard hours, use email regularly, or hold supervisory roles.

The base design assumes three focus groups: frontline and non-supervisory employees; supervisors and mid-level managers; and a voluntary cross-functional employee group designed to capture perspectives that may not surface in the first two groups. Department directors and senior leaders will be covered primarily through confidential individual interviews. Final composition and group size will be confirmed in the approved Project Work Plan.

Interview selection will combine role-based coverage with targeted follow-up on issues emerging from documents and survey results. The base scope includes up to 30 interviews, including approximately 20 executive leadership interviews. Police, Fire, shift-based staff, operating departments, and support departments will be included through the combined survey, focus group, and interview plan without creating separate tracks unless the approved work plan demonstrates a need.

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Methodology Continued

Qualitative Theme Identification

Zeus will use a structured codebook rather than relying on impressionistic summaries. The initial codebook will reflect the City objectives and instrument domains, including leadership effectiveness, communication, respect and fairness, psychological safety, interdepartmental collaboration, development opportunity, mission alignment, morale, engagement, retention, and accountability. Additional themes may be added when the evidence supports them.

1. Prepare the evidence. Remove direct identifiers and organize open-ended survey responses, focus group notes, and interview notes by approved participant categories.
2. Apply first-cycle coding. Tag statements against the codebook while allowing new, evidence-based codes to emerge.
3. Compare senior reviews. Melanie Roger and Dr. Deeawn Roundtree will review significant themes, reconcile differences, and document the basis for final categories.
4. Assess strength and distribution. Evaluate a theme by frequency, intensity, consistency across sources, distribution across departments or classifications, and materiality to City operations.
5. Test contradictions and outliers. Preserve minority views and contradictory evidence instead of forcing a single narrative.
6. Triangulate. Compare qualitative themes with survey results, HR metrics, policies, turnover, absenteeism, grievances, disciplinary information, and available benchmarks.
7. Translate findings. Connect each supported theme to an operating implication, risk, strength to preserve, or recommended action.

Quantitative Analysis and Reporting

Survey analysis will include response counts, participation rates, item distributions, favorable and unfavorable response patterns, and composite themes where the instrument supports them. Results will be reported by department, classification, and tenure. Demographic analysis will be included when the underlying counts are statistically meaningful and do not create an unreasonable identity risk.

Zeus will compare groups only when the data supports the comparison and will distinguish observable differences from statistically supported differences. Response patterns will also be reviewed for potential nonresponse concerns, including whether participation differs materially across departments, classifications, tenure groups, or work schedules. Available municipal benchmarks will be used only where the underlying measure is comparable.

Use of Artificial Intelligence

No City data will be placed into an artificial intelligence technology unless the use is described in the Purchase Order or separately approved in writing by the City and any other required authority. If approved, AI may assist with organization of qualitative material, but qualified consultants will independently review, validate, and approve all coding, themes, analyses, and conclusions. Without written approval, the analysis will be performed without AI technology.

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Methodology Continued

Roadmap Adoption and Integration

The implementation roadmap will be developed from verified findings and structured for ownership. Each recommendation will show the supporting finding, intended outcome, priority, responsible City role, supporting roles, near-term action, longer-term milestone, target timing, and success measure. Recommendations will be grouped into practical time horizons so the City can sequence work based on urgency, effort, dependency, and organizational capacity.

Zeus will use the single leadership review meeting identified in Addendum 1 to test factual accuracy, assign realistic ownership, confirm dependencies, and refine measures before finalization. The meeting will not be used to remove supported findings; it will verify facts and improve implementation feasibility. A recommendation traceability matrix will connect each priority action to the evidence that supports it.

To prevent the roadmap from becoming a static document, the final package will include a management cadence that City leadership can continue after the engagement: named owners, milestone dates, leading and lagging measures, a simple status convention, escalation criteria, and a recommended review frequency. Ongoing implementation support is not included in the base scope, but the roadmap will be designed for the City to operate independently.

Quality Assurance

- Melanie Roger will perform final quality review for scope compliance, factual support, internal consistency, and executive usability.
- Dr. Deeawn Roundtree will review culture, employee experience, leadership, and human resources interpretations for accuracy and practical relevance.
- Back-office analysts will perform data checks, source traceability, table and chart verification, proofreading, and document control.
- Draft findings will clearly distinguish data, interpretation, recommendation, and limitation.
- All final files will be checked for direct identifiers, metadata, formatting, and consistency with the approved anonymity rules.

Methodology Deliverables

Control	Evidence in Deliverables
Privacy	Anonymized survey reporting; attribution-free qualitative summaries; small-cell and quotation controls.
Representation	Participation matrix; response monitoring by workforce segment; documented outreach adjustments.
Rigor	Codebook, theme matrix, quantitative tables, triangulation, limitations, and evidence traceability.
Adoption	Prioritized roadmap with owners, timing, measures, dependencies, and recommended management cadence.

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Project Work Plan and Schedule

The schedule completes the engagement within 60 calendar days of Purchase Order issuance and includes the City review period. Activities may overlap when doing so improves participation or protects the final delivery date.

Timing	Phase and Activities	Primary Outputs
Days 1-7	Phase 1 Project initiation and planning. Kickoff; document request; review of organization, HR, EEO, turnover, exit, grievance, absence, discipline, and bargaining information; communication plan; participation matrix; instrument design.	Approved Project Work Plan, communication strategy, survey, focus group protocol, and interview guide.
Days 8-24	Phase 2 Survey administration. Launch anonymous survey; monitor overall and segment participation; coordinate City reminders; extend the survey window or target communication if participation lags.	Survey deployed; participation monitoring; target of at least 348 responses.
Days 10-30	Phase 2 Qualitative collection. Conduct up to three focus groups and up to 30 interviews, including approximately 20 executive leadership interviews.	Anonymized focus group and interview summaries.
Days 25-40	Phase 3 Analysis and assessment. Quantitative analysis, codebook and thematic analysis, HR metric review, risk and strength assessment, and available municipal benchmarking.	Integrated evidence base, department findings, theme matrix, benchmark context, and limitations.
Days 41-47	Phase 4 Findings and recommendations. Prepare draft findings, executive summary, recommendations, and initial roadmap.	Draft Findings Report and draft implementation roadmap.
Days 48-53	City review and one leadership verification meeting. City review period of up to 5 business days; factual verification and implementation feasibility review.	Consolidated City comments and verified facts.
Days 54-60	Phase 5 Final reporting and presentation. Revise and deliver final materials; present to City Manager and Executive Leadership Team; complete debrief.	Final ECR Report, executive summary, roadmap, two hard copies, electronic files, presentation, and debrief.

Participation Strategy

- Use a City-sponsored launch message that explains purpose, anonymity, public-record limitations, and expected use of results.
- Keep the survey concise, mobile-accessible, and open long enough to reach shift-based and field employees.
- Review participation by department, classification, tenure, and work schedule without linking participation status to responses.
- Use Citywide reminders and targeted communication to underrepresented segments; propose a reasonable extension if the 70 percent target is not reached.

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Deliverables and Reporting

No.	Deliverable	Zeus Delivery Standard
1	Project Work Plan	Detailed schedule, responsibilities, communication plan, risk controls, participation plan, and approved data collection instruments.
2	Employee Survey	Anonymous survey of no more than 30 questions, including limited open-ended items; platform and administration included; minimum 70 percent participation target.
3	Focus Group and Interview Summaries	Attribution-free summaries organized by workforce segment and theme; no recordings unless approved; no identifying quotations.
4	Draft Findings Report	Integrated quantitative, qualitative, HR metric, and benchmark findings; strengths, gaps, risks, limitations, and supported recommendations.
5	Final ECR Report	Revised final report in Word and PDF plus two printed copies; all data, analysis, findings, and recommendations.
6	Executive Summary	Council-ready summary of no more than 10 pages, suitable for decision-making and public communication.
7	Implementation Roadmap	Priorities, evidence linkage, timing, accountable roles, dependencies, success measures, and suggested review cadence.
8	Formal Presentation	One formal presentation to the City Manager and Executive Leadership Team; City Council presentation available by change order if requested.

Reporting Structure

The final report will begin with the overall Citywide picture and then present department-level findings. Classification and tenure results will be provided across the workforce and within departments when the data is meaningful and identity can be protected. Demographic analysis will be used selectively. Findings will be organized around the City objectives, with a clear distinction among strengths, concerns, elevated risks, limitations, and recommendations.

Benchmarking

Zeus will use available existing benchmark databases and comparable published measures. The City-identified peer set includes Altamonte Springs, Sanford, Vero Beach, Ocoee, Port Orange, Daytona Beach, Ormond Beach, Winter Park, Melbourne, Palm Bay, Cocoa, Kissimmee, and Brevard County. Zeus will state the source, measurement definition, comparison period, and limitations for every benchmark used. The base scope does not assume original outreach or public-record collection from each peer municipality.

Scope Boundaries

- No more than three focus groups and 30 interviews are included in the base fee.
- One leadership review meeting and one final presentation are included.
- A City Council presentation and additional focus groups, interviews, analysis, or presentations require an authorized change order.

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Project Team and Staffing

Zeus proposes two named senior personnel supported by a flexible back-office team. This structure keeps accountability clear, gives City employees direct access to senior consultants, and uses lower-cost support for research, analysis preparation, scheduling, quality checks, and production.

Resource	Role	Primary Responsibilities
Melanie Roger, MBA, PMP, Six Sigma Black Belt	Principal Consultant and Project Manager	Executive sponsor; City relationship; project governance; schedule and risk; selected executive interviews; integrated analysis; findings and recommendations; implementation roadmap; final quality assurance; leadership presentation.
Dr. Deeawn Roundtree, DBA, D.Min., SHRM-SCP	Senior Consultant and Organizational Culture, Leadership, and Human Resources Lead	Culture and employee experience framework; HR and leadership interpretation; focus groups; stakeholder interviews; qualitative codebook and theme review; leadership, communication, accountability, development, and retention recommendations.
Zeus back-office support	Analysis and Administrative Support	Survey administration support; data preparation; participation monitoring; benchmark research; charting; source traceability; scheduling; document control; proofreading; formatting; printing coordination. All substantive work reviewed by the named senior personnel.

Staffing Chart

City of Titusville Project Sponsor and Project Coordinator
Melanie Roger | Principal Consultant and Project Manager
Dr. Deeawn Roundtree | Senior Consultant and Culture Leadership and Human Resources Lead
Zeus Back Office | Analysis Research Quality and Administration

Governance and Communication

- Melanie Roger will serve as the single point of accountability and will provide scheduled status updates to the City project coordinator.
- The Project Work Plan will define decisions, approvals, data dependencies, issue escalation, and document review dates.
- Deeawn Roundtree will participate directly in project planning, qualitative data collection, theme validation, recommendations, and the final presentation.
- Back-office work will be assigned by task and reviewed before it is shared with the City.

Key Personnel Qualifications

Melanie Roger

Principal Consultant and Project Manager

Melanie Roger is President and Co-Owner of Zeus Consulting Services Corporation and brings more than 20 years of leadership experience across field operations, business operations, information technology, organizational transformation, project management, operational excellence, and cybersecurity strategy. She holds an MBA with a concentration in information technology, a Bachelor of Science in Chemical Engineering, Project Management Professional certification, and Six Sigma Quality Black Belt certification.

Relevant Experience

- Merger and acquisition integration. As Quality Manager and Integration Manager at NextEra Energy, Melanie led integration work for regulated entities, including Gulf Power and Florida City Gas into Florida Power and Light. Her resume documents three regulated entities totaling $6 billion closed and integrated within six months. She led cross-functional implementation planning and identified transformation initiatives that produced $80 million in operations and maintenance savings.
- Operational and cultural alignment. Related integration work included harmonizing processes, aligning workforces and leadership, and establishing shared operating practices for newly integrated entities. This experience is directly relevant to converting organizational findings into operating changes and accountable implementation.
- Employee engagement. As Senior Production Assurance Reliability Engineer at FPL Lauderdale Plant, Melanie led event response, condition assessment, alarm management, change management, and compliance programs and improved employee engagement by 80 percent among bargaining and non-bargaining personnel.
- Enterprise change and onboarding. As Cybersecurity Manager of Strategy and Digital Transformation, she led work to automate and centralize onboarding through ServiceNow, with projected net present value savings above $6 million, and developed a five-year AI cybersecurity and infrastructure resiliency strategy.
- Leadership and inclusion. Melanie served as president of NextEra Energy's African American employee group from 2020 through 2022. The group was nationally recognized as a Top 25 Employee Resource Group for three consecutive years.
- Consulting leadership. Since 2012, Melanie has led Zeus Consulting Services Corporation, providing strategic planning, business operations, operational excellence, project management, technology optimization, training, and business development across more than 40 industries.

Role on the Titusville Engagement

Melanie will lead the kickoff, project work plan, City communications, project controls, selected executive interviews, integration of quantitative and qualitative evidence, final recommendations, implementation roadmap, quality assurance, and executive presentation. She will remain responsible for schedule, scope, and deliverable quality through completion.

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Key Personnel Qualifications Continued

Dr. Deeawn Roundtree

Organizational Culture Leadership and Human Resources Lead

Dr. Deeawn Roundtree is Chief Executive Officer of Roundtree Training & Consulting. She brings more than 20 years of personal and professional development experience across academia, corporate America, government, education, nonprofit, and community organizations. She holds a Doctor of Business Administration and Doctor of Ministry, a master's degree in professional leadership, and the SHRM Senior Certified Professional credential. She is also a John Maxwell certified coach, trainer, and speaker, a certified DISC consultant, and an adjunct professor in business and strategic management.

Relevant Capability and Experience

Capability	Application to Titusville	Relevant Experience
Organizational strategy and transformation	Translate findings into priorities, governance, leadership accountability, and measurable actions.	Roundtree Training & Consulting has facilitated strategic planning and organizational development for municipal, nonprofit, educational, and community organizations. Work has included organizational SWOT analysis, mission and vision alignment, strategic priorities, goals, and implementation planning. Municipal clients include the City of Riviera Beach and City of West Palm Beach.
Human resources and employee experience	Interpret leadership, communication, performance management, engagement, development, retention, and alignment findings.	RTC brings senior-level human resources and organizational-development experience. A February 2026 fire-service program example documents two four-hour workshops covering emotional intelligence, DISC, self-management, accountability, customer service, conflict de-escalation, team communication, and trust. RTC has also delivered respectful-workplace, supervisory-leadership, anti-harassment and retaliation, conflict-resolution, communication, employee-development, and leadership-coaching services.
Leadership development	Identify leadership interventions supported by findings and connect development to accountability.	RTC reports more than 300 workshops, work with more than 70 organizations, and coaching for more than 100 executives and leaders. A November 2025 program example for directors and first-line supervisors covers emotional intelligence, communication, performance management, conflict resolution, team building, change management, and DISC. The supplied Speak to Succeed overview outlines a four-week communication and executive-presence series following a pilot cohort.

Additional Documented Clients and Methods

Dr. Roundtree's documented client portfolio includes Florida Power & Light, the School District of Palm Beach County, Palm Beach State College, Palm Beach County government, Community Partners of South Florida, the City of Riviera Beach, and the City of West Palm Beach. Her methods include stakeholder interviews, DISC and emotional-intelligence assessments, workshops, small-group sessions, one-on-one coaching, facilitated discussion, strategic action planning, implementation check-ins, progress evaluation, and return-on-investment measures.

Role on the Titusville Engagement

Dr. Roundtree will lead the employee culture and leadership framework, support instrument design, conduct focus groups and interviews, co-review qualitative coding, interpret leadership and human resources themes, and help develop recommendations addressing communication, trust, accountability, employee development, performance, engagement, and retention.

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Firm Qualifications and Related Experience

Zeus Consulting Services Corporation

Zeus Consulting Services Corporation is a Florida management consulting firm established in 2012 and an awarded contractor under State Term Contract 80101500-25-STC. Zeus provides organizational strategy, project management, research and analysis, executive leadership development, training, process improvement, technology strategy, and operational advisory services. The firm is headquartered in West Palm Beach, Florida.

Relevant Experience Summary

Experience	Relevance to Employee Cultural Review
Gulf Power and Florida City Gas integration into FPL	Cross-functional integration, leadership and workforce alignment, standardized processes, shared operating practices, transformation planning, and measurable operating outcomes.
FPL Lauderdale Plant employee engagement	Direct experience working with bargaining and non-bargaining personnel and improving documented employee engagement while managing change and compliance programs.
Enterprise onboarding and digital transformation	Stakeholder discovery, workflow and access analysis, adoption planning, cross-department coordination, performance measurement, and sustained operating change.
Director and first-line supervisor development series, November 2025	Program design for up to 31 participants covering emotional intelligence, communication, difficult conversations, performance management, conflict resolution, team building, change management, DISC, practical tools, and monthly in-person facilitation.
Fire-service and entrepreneur communication programs, 2026	Two fire-service workshops on DISC, emotional intelligence, accountability, customer service, de-escalation, and trust; plus a proposed four-week Speak to Succeed series on public speaking, pitching, executive presence, coaching, and participant action plans following a pilot cohort.

Why This Team Fits the Scope

The two senior leaders bring complementary experience. Melanie Roger provides enterprise transformation, regulated operations, project governance, integration, process improvement, employee engagement, and implementation discipline. Dr. Deeawn Roundtree provides senior human resources credentials, municipal and organizational development experience, leadership assessment, employee development, facilitation, and coaching. Zeus back-office staff provide the analytical and administrative capacity needed to deliver the survey, segment findings, research benchmarks, prepare exhibits, and maintain document quality.

Contract and Delivery Capacity

- Awarded contractor under State Term Contract 80101500-25-STC for Management Consulting Services.
- Florida-based project leadership with virtual, on-site, and hybrid delivery capability.
- Executive-level project management, senior human resources and leadership expertise, and back-office analytical and administrative support.
- Ability to provide Word, PDF, printed reports, executive materials, and a structured implementation roadmap within the 60-day performance period.

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References and Required Work Samples

Dr. Deeawn Roundtree provided the following reference contacts and project dates for proposal use. The sample schedule separately identifies which materials are demonstrations and which supplemental documents show program design.

Reference Schedule

Organization	Relevant Work	Reference Contact and Project Date
Community Partners of South Florida	Roundtree Training & Consulting professional-services engagement. The reference can confirm the authorized scope and performance.	Robyn Lee rlee@cpsfl.org 561-841-3500 May 18-October 19, 2026
City of Riviera Beach	Municipal leadership, organizational-development, communication, and employee-development services delivered by Roundtree Training & Consulting.	Belkis Abaroa babaroa@rivierabeach.org 561-840-4879 September 24, 2025 and February 5-24, 2026
City of West Palm Beach	Municipal leadership and organizational-development services delivered by Roundtree Training & Consulting.	Sandra Hammerstein shammerstein@wpb.org 561-822-1273 February 3-23, 2026

Required Sample Attachments

Exhibit	Required Sample	Submission Action
A	Sanitized Executive Assessment Report or Findings Report excerpt, maximum 10 pages	Included: 10-page Zeus illustrative sample using synthetic data; not prior client work.
B	Employee sentiment or survey results dashboard screenshots with a brief description or approved demo access	Included: Zeus dashboard demonstration and editable workbook. Addendum 1 permits a demonstration.
C	Strategic roadmap or action plan, ideally 3 pages	Included: 3-page Zeus illustrative roadmap using synthetic data; not prior client work.
D	Qualitative analysis for focus group data, ideally 3 pages	Included: 3-page Zeus illustrative qualitative analysis using synthetic data; not prior client work.

Sample Sanitization Certification

Zeus's Exhibits A-D are clearly labeled illustrative demonstrations using synthetic data and will not be represented as prior client work. Unable to provide actual work products as every engagement comes with a confidentiality agreement and NDA. The three supplemental Roundtree Training & Consulting PDFs are included only as program-design examples: a director and first-line supervisor development series, a two-workshop fire-service training program, and the Speak to Succeed communication series. They are not represented as assessment findings, a strategic roadmap, a survey dashboard, or focus-group analysis.

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Project Based Pricing

Zeus proposes a fixed project price of $74,260 for the complete base scope in Phases 1 through 5. The price is firm for at least 90 days and includes all labor, management, survey platform licensing and administration, routine technology, base-scope travel, analysis, report production, two printed final reports, and the formal leadership presentation. Reimbursable expenses are not requested.

Phase	Included Scope	Fixed Fee
1 Project Initiation and Planning	Kickoff, document review, work plan, communication strategy, sampling matrix, survey and qualitative instruments.	$10,000
2 Data Collection	Survey administration, participation monitoring and follow-up, up to three focus groups, and up to 30 interviews.	$24,500
3 Analysis and Assessment	Quantitative and qualitative analysis, HR metric review, department and workforce segment findings, and available benchmarking.	$17,500
4 Findings and Recommendations	Draft findings report, recommendations, executive summary, draft roadmap, and one leadership review meeting.	$12,000
5 Final Reporting and Presentation	Final ECR report, executive summary, roadmap, Word and PDF files, two hard copies, presentation, and debrief.	$10,260
Total Base Project Price	Full scope for Phases 1 through 5	$74,260

Fully Loaded Change Order Rates

The following proposed initial-term rates are fully loaded, remain at or below the applicable State Term Contract maximums, and will remain firm for the engagement. Any change-order scope will be authorized in writing before work begins.

Job Classification	Hourly Rate
Principal Consultant	$295
Senior Consultant	$275
Consultant	$175
Junior Consultant	$150
Project Analyst	$120
Program and Administrative Support	$90

Pricing Assumptions

- Base scope includes no more than three focus groups and 30 interviews.
- The City will provide employee contact information, Citywide reminders, scheduling support, access to facilities, relevant records, and consolidated feedback within 5 business days.
- Additional focus groups, interviews, analysis, presentations, or implementation support require an authorized change order.
- Travel for City-requested on-site change-order work will be handled in accordance with Addendum 1 and the City travel policy.

Request for Quote – Employee Cultural Review Consulting Services

Price and Guarantees

QUOTE PROPOSAL (Project Base Pricing) All pricing must be fully detailed
$ 74,260 for full scope listed herein (Phase 1-5) Reimbursable Expenses: **Not allowed**
Price Lock Commitment: Prices shall be firm for minimum of 90 days to allow for processing of award approval.
Hourly Rates: Include a separate hourly pricing sheet listing fully loaded hourly rates by job classification. These rates will be used for any change-order work (e.g., additional focus groups, interviews, analysis, or presentations).
SUBMITTAL REQUIREMENTS - Must be attached

We agree to accept a City of Titusville Purchase Order, State of Florida contract terms & conditions, and this quote document as the binding agreement for the purchase of these services.

☑ **Yes** ☐ **No**

FIRM & CONTACT INFORMATION WITH CERTIFICATION & SIGNATURE:

The undersigned declares that the person signing this quote is fully authorized to sign on the behalf of the company listed and to fully bind the company listed to all terms of the solicitation. Thereby agrees that no person, persons, or company other than the firm listed above or as otherwise indicated has any interest whatsoever is this quote or the contract that may be entered into as a result of the submittal and that in all respects is legal and firm, submitted in good faith without collusion or fraud.

Company Name: Zeus Consulting Services Corporation	
Company Address: 515 N. Flagler Drive #350	
Primary Contact Name: Melanie Roger	
Title: President	
Email: melanie@zeusconsultingservices.com	
Telephone: 561-787-4323	FEIN#: 81-1786539
Authorized Melanie Roger	Date: 09/18/2026
Signature: Melanie Roger	
Printed Name & Title: Melanie Roger	

Return this completed form with your response to Tracy Bailey at tracy.bailey@titusville.com and copied to Kevin Cook at Kevin.cook@titusville.com.

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Illustrative Organizational Assessment and Findings Report

Employee Cultural Review

Prepared for	City of Titusville
Solicitation	PO-26-PQ-052-TB
Prepared by	Zeus Consulting Services Corporation
Attachment	Sample 2a Maximum 10 pages

Illustrative use only. All findings, counts, scores, themes, and recommendations in this document are synthetic and were created only to demonstrate the proposed analysis and reporting format. This is not a deliverable from a past engagement and must not be represented as evidence of completed client work.

Purpose and Basis

Illustrative use only. All findings, counts, scores, themes, and recommendations in this document are synthetic and were created only to demonstrate the proposed analysis and reporting format. This is not a deliverable from a past engagement and must not be represented as evidence of completed client work.

This ten-page illustrative excerpt shows how Zeus Consulting Services Corporation would organize an executive findings report for a municipal employee cultural review. It demonstrates the proposed structure, analytic logic, confidentiality protections, and level of specificity. It does not document a prior engagement.

Illustrative Data Set

497	356	71.6%	57
illustrative employee population	synthetic survey responses	synthetic participation rate	synthetic qualitative participants

Evidence stream	Illustrative volume	Demonstrated use
Employee survey	356 responses	Dimension scores, subgroup patterns, open-ended themes
Focus groups	3 groups; 27 participants	Shared experiences, context, and operating barriers
Interviews	30 interviews	Leadership and stakeholder perspectives
Document review	Illustrative categories only	Policies, communications, workforce measures, and prior plans

Interpretation Rules

- Survey scores show the percentage selecting a favorable response on a five-point agreement scale.
- Subgroup results with fewer than 10 responses are combined or suppressed.
- Qualitative prevalence describes how often a theme appeared across sessions; it does not measure the percentage of employees holding a view.
- Synthetic results are internally consistent for demonstration, but they are not benchmarks and must not be attributed to Titusville employees.

Executive Summary

Illustrative use only. All findings, counts, scores, themes, and recommendations in this document are synthetic and were created only to demonstrate the proposed analysis and reporting format.

The synthetic evidence depicts an organization with strong connection to public service and effective cooperation within immediate teams, alongside weaker confidence in decision communication, career development, leadership trust, and the consistency of management practices. The illustrative pattern suggests that employees understand why their work matters but do not always understand how decisions are made or how opportunities are allocated.

Headline Findings

Finding	Synthetic evidence	Interpretation
Public-service connection is a foundation	75% favorable mission alignment; 72% favorable team collaboration	Change efforts can build on employees' commitment to service and coworkers.
Communication is uneven	54% favorable leadership communication; theme present in all 3 focus groups and 21 of 30 interviews	Employees need more consistent explanations of decisions, timing, and follow-through.
Development lacks visibility	51% favorable development; theme present in all 3 focus groups and 19 interviews	Career paths and access to development appear unclear in the synthetic scenario.
Speak-up confidence varies	59% favorable psychological safety; lower synthetic scores for frontline staff	Manager behavior and response practices may shape whether concerns are raised early.

Recommended Direction

1. Establish a repeatable leadership communication rhythm with decision owners, dates, and feedback closure.
2. Define visible career pathways and publish consistent development and selection criteria.
3. Equip managers with common expectations for coaching, recognition, conflict response, and escalation.
4. Create protected channels for employee voice and measure whether concerns receive timely responses.

Survey Findings

Illustrative use only. All findings, counts, scores, themes, and recommendations in this document are synthetic and were created only to demonstrate the proposed analysis and reporting format.

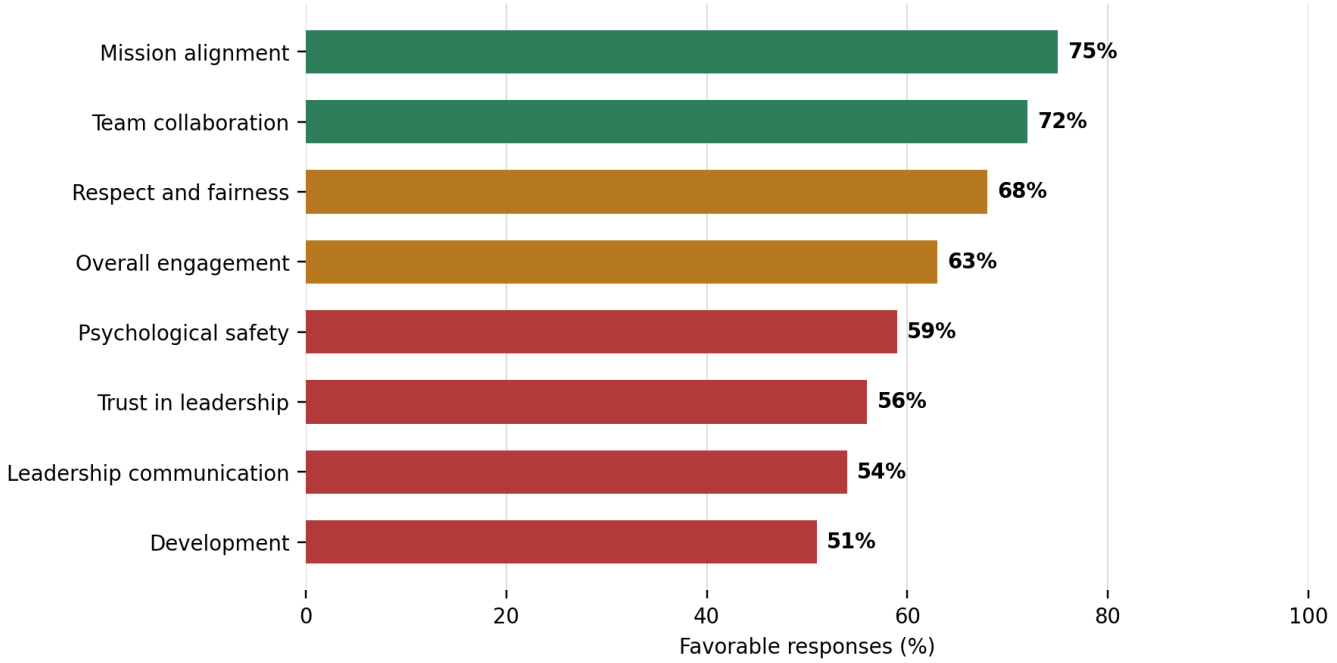

Figure 1 Synthetic favorable response scores by cultural dimension

What the Pattern Shows

Mission alignment and collaboration are the strongest synthetic dimensions. Development, leadership communication, and trust are the lowest. Overall engagement sits between these strengths and constraints, which indicates that commitment to the work does not automatically translate into confidence in organizational systems.

Subgroup Review

Illustrative segment	Engagement	Communication	Psychological safety	Development
Frontline and nonsupervisory	60%	49%	54%	47%
Supervisors and managers	69%	61%	65%	57%
Senior leadership	80%	78%	76%	73%
Less than 2 years tenure	66%	59%	64%	58%
More than 10 years tenure	58%	48%	52%	45%

The synthetic subgroup pattern would prompt validation through interviews and document review. It would not, by itself, establish cause. The final report would distinguish statistically meaningful differences from directional patterns where sample sizes are small.

Participation and Representativeness

Illustrative use only. All findings, counts, scores, themes, and recommendations in this document are synthetic and were created only to demonstrate the proposed analysis and reporting format.

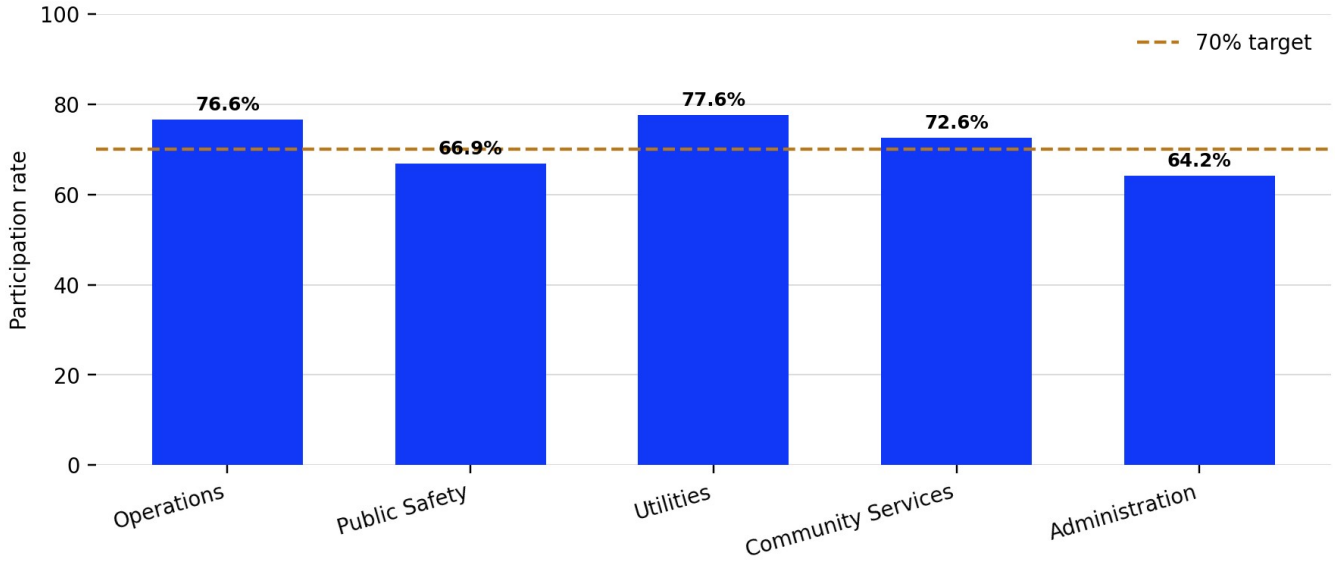

Figure 2 Synthetic participation by illustrative department group

Department group	Population	Responses	Rate	Review note
Operations	128	98	76.6%	Above target
Public Safety	130	87	66.9%	Follow-up warranted
Utilities	85	66	77.6%	Above target
Community Services	73	53	72.6%	Above target
Administration	81	52	64.2%	Follow-up warranted
Total	497	356	71.6%	Minimum target achieved

Representativeness Check

In a live engagement, Zeus would compare response distributions with the employee roster by department, classification, work arrangement, and tenure. Underrepresented groups would receive neutral reminders through approved City channels. Analysis would document remaining coverage limitations instead of treating the overall participation rate as sufficient on its own.

Qualitative Findings

Illustrative use only. All findings, counts, scores, themes, and recommendations in this document are synthetic and were created only to demonstrate the proposed analysis and reporting format.

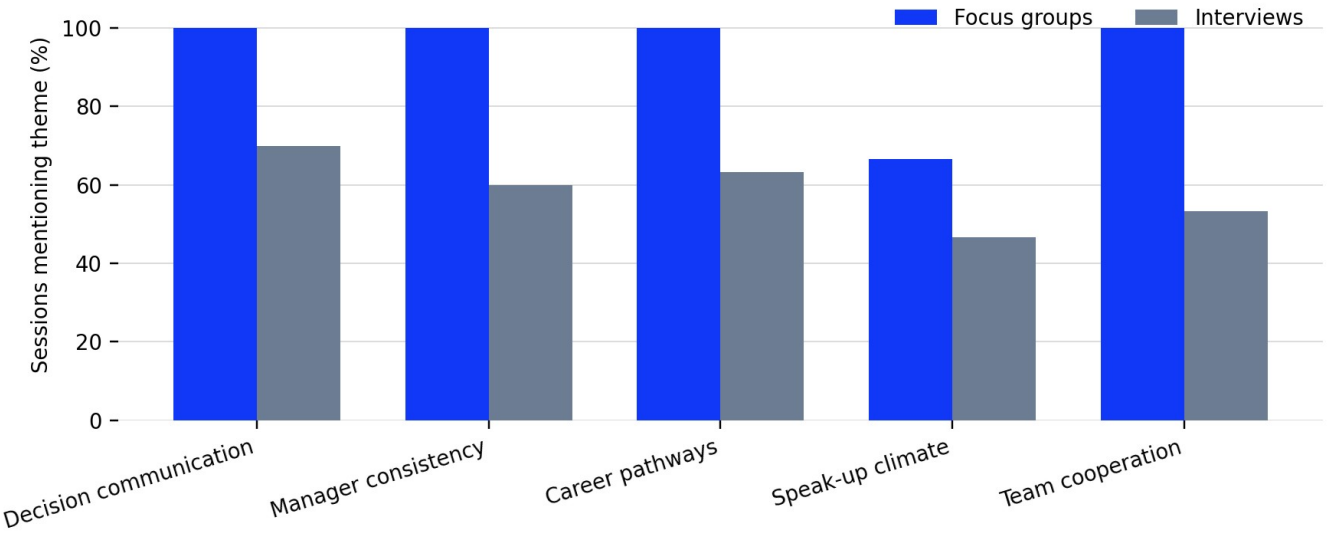

Figure 3 Synthetic theme prevalence across qualitative sessions

Theme	Synthetic pattern	Illustrative paraphrase	Assessment implication
Decision communication	3 of 3 groups; 21 of 30 interviews	Employees described learning about decisions after implementation details were already set.	Define who communicates decisions, when, through which channels, and how questions are closed.
Manager consistency	3 of 3 groups; 18 interviews	Employees described different expectations across work units.	Set minimum management practices and reinforce them through coaching and review.
Career pathways	3 of 3 groups; 19 interviews	Employees described limited visibility into advancement requirements.	Publish role pathways, skill requirements, and development access.
Speak-up climate	2 of 3 groups; 14 interviews	Some employees described uncertainty about what happens after a concern is raised.	Clarify response standards and provide aggregate feedback on resolution.

The paraphrases above are fabricated demonstrations, not employee quotations. A live report would use only sanitized statements that could not reasonably identify a speaker.

Organizational Operating Findings

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Culture is expressed through recurring operating practices. The synthetic analysis below links employee perceptions to the systems that leaders can change.

Operating area	Illustrative observation	Likely effect in the synthetic scenario	Evidence needed to validate
Decision communication	Messages vary by department and manager.	Employees receive different levels of context and timing.	Communication protocols, message samples, interview patterns
Performance management	Coaching frequency and documentation are inconsistent.	Expectations and accountability may feel uneven.	Performance forms, calendars, completion rates, manager interviews
Development	Training is available, but pathways and selection criteria are not consistently visible.	Employees may not know how to prepare for future roles.	Training records, job families, promotion data, policy review
Employee voice	Several channels exist, but response ownership is unclear.	Employees may not know whether input produced action.	Issue logs, response standards, survey comments, focus groups
Cross-department coordination	Immediate teams cooperate more consistently than functions.	Handoffs can depend on relationships rather than defined processes.	Process maps, service measures, cross-functional interviews

Assessment Principle

The proposed report would separate observed conditions, employee perceptions, and management interpretations. Each recommendation would cite the evidence streams that support it and identify any competing explanation that still requires testing.

Root Causes and Organizational Risks

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Observed synthetic signal	Potential root cause to test	Risk if unchanged	Validation step
Low communication score	No common cadence or decision-communication standard	Rumor, rework, and reduced trust	Map five recent decisions and compare timing and channel use
Career pathway concerns	Roles and required capabilities are not mapped consistently	Turnover among employees seeking advancement	Review job families, promotions, and development access
Manager inconsistency	Supervisors receive uneven preparation and follow-up	Different employee experiences across units	Assess manager training, coaching, and escalation practices
Speak-up hesitation	Response and nonretaliation processes are not visible enough	Issues surface late or outside internal channels	Review case handling and conduct confidential validation interviews
Cross-functional friction	Handoffs lack common service expectations	Delays and duplicated effort	Map selected high-friction workflows and ownership points

Risk Prioritization

- Immediate: practices that affect confidentiality, retaliation risk, safety, or legal compliance.
- Near term: inconsistent management, communication, and performance practices that affect trust and execution.
- Longer term: job architecture, succession, and cross-functional process redesign requiring broader planning.

A live assessment would assign risk levels only after review with City counsel and designated leadership. The synthetic examples above show the decision framework, not legal conclusions.

Prioritized Recommendations

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Priority	Recommended action	Primary owner	Timing	Success measure
1	Adopt a leadership communication protocol for material decisions and monthly workforce updates.	Executive sponsor and Communications	0 to 60 days	At least 80% of tracked decisions use the protocol; communication score improves at pulse check
2	Define manager expectations for one-on-ones, coaching, recognition, conflict response, and escalation.	Human Resources and department directors	0 to 90 days	Manager standard issued; quarterly completion and quality reviews established
3	Map priority job families and publish advancement criteria and development resources.	Human Resources	60 to 180 days	Pathways published for priority roles; access and participation reviewed by department
4	Create an employee-voice intake and response process with ownership, service levels, and aggregate closure reporting.	Human Resources and designated compliance owners	30 to 120 days	Response times and closure rates tracked; repeat pulse item improves
5	Redesign selected cross-department handoffs using defined owners and service expectations.	Chief administrative sponsor and process owners	90 to 270 days	Cycle time, rework, and escalation measures improve for selected processes

Sequencing Logic

The first two priorities establish communication and management consistency before larger structural changes. Career pathways and employee-voice processes then convert those expectations into visible systems. Process redesign follows once leaders have common ownership and review practices.

Methods and Confidentiality Notes

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Illustrative Scoring Method

- Favorable equals Agree or Strongly Agree on a five-point agreement scale.
- Neutral and unfavorable responses remain visible in the analytic file; the report uses favorable scores for concise comparison.
- Open-ended responses are coded using a documented codebook, dual-reviewed for material themes, and linked to survey dimensions only when the evidence supports the relationship.
- Department reporting is produced for every department, with suppression or aggregation where releasing a cell could expose an individual response.

Confidentiality Controls

Control	Demonstrated practice
Data minimization	Collect only fields required for approved analysis; avoid names and unnecessary identifiers.
Access restriction	Limit raw-data access to authorized analysis personnel and maintain role-based folders.
Small-group protection	Suppress or combine quantitative cells below the agreed threshold and avoid verbatim comments that identify speakers.
Public-record awareness	Draft instruments and reporting rules with the understanding that project records may be subject to Chapter 119 requests.
Delivery and disposal	Transfer approved files securely and follow the City-approved retention and disposal schedule.

Use in This Proposal

This illustrative report may be submitted only as a demonstration of proposed format and methodology. Because the solicitation requests an assessment or findings excerpt from a past engagement, Zeus should replace this file with an authorized, sanitized historical deliverable if one becomes available.

Illustrative Strategic Roadmap and Action Plan

Employee Cultural Review

Prepared for	City of Titusville
Solicitation	PO-26-PQ-052-TB
Prepared by	Zeus Consulting Services Corporation
Attachment	Sample 2c Ideally 3 pages

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First 90 Days

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Action	Owner	0 to 30 days	31 to 60 days	61 to 90 days	Measure
Leadership communication protocol	Executive sponsor and Communications	Approve protocol and decision template	Pilot with selected decisions	Adopt citywide and review use	80% of tracked decisions use protocol
Manager practice standard	Human Resources and directors	Define minimum expectations	Prepare manager tools and briefing	Launch and begin coaching review	Standard issued; completion tracked
Employee voice response process	Human Resources and compliance owners	Map existing channels and ownership	Set response standards and routing	Launch aggregate closure report	Response time and closure rate
Career pathway design	Human Resources	Select priority job families	Map roles and required capabilities	Validate pathways with departments	Priority pathways approved

Governance

Forum	Participants	Cadence	Purpose
Executive review	Executive sponsor and action owners	Monthly	Resolve barriers and approve material decisions
Implementation team	Project lead, HR, Communications, analyst support	Biweekly	Maintain plan, dependencies, risks, and evidence
Department check-in	Directors and local implementation leads	Monthly	Assess adoption and employee feedback

Status Rules

- Green: milestone completed or on schedule with evidence recorded.
- Amber: milestone at risk; owner has a recovery action and decision date.
- Red: milestone missed or blocked; executive decision is required.

Months 4 Through 12

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Priority	Months 4 to 6	Months 7 to 9	Months 10 to 12	Outcome measure
Communication	Review protocol use and workforce questions	Run short pulse check and coach leaders	Refine protocol based on results	Leadership communication score and decision follow-through
Manager consistency	Complete foundational manager development	Review coaching and performance practices	Address gaps by department	Practice completion and employee experience gap
Career pathways	Publish first pathways and development resources	Expand to additional job families	Review internal movement and participation	Pathways published; development access; internal movement
Employee voice	Publish first aggregate closure report	Review issue patterns and service levels	Adjust ownership and escalation	Response time, closure rate, speak-up pulse score
Cross-functional handoffs	Select two high-friction processes	Redesign and pilot service expectations	Measure and standardize improvements	Cycle time, rework, and escalations

Measurement Register

Measure	Baseline	12 month target	Owner	Source
Leadership communication favorable score	54% synthetic	Target set after validation	Executive sponsor	Pulse survey
Development favorable score	51% synthetic	Target set after validation	Human Resources	Pulse survey
Decision protocol adoption	Not established	80% of tracked decisions	Communications	Decision log
Employee voice closure	Not established	Service level established and tracked	Human Resources	Case log
Priority pathways published	Not established	Approved job families completed	Human Resources	Implementation tracker

All baselines and targets shown here are illustrative. Final measures would be approved with the City and tied to available, reliable data sources.

Request for Quote# PO 26- PQ-052 TB
Title: Employee Cultural Review Consulting Services
Contract Source: State of Florida Department of Management Services (DMS) Management Consulting Services Contract #80101500-25-STC
Due Date: September 18, 2026 @ 4:00 P.M.

			Zeus Consulting Services Corporation 515 N. Flagler Drive #350 West Palm Beach, FL 33401 melanie@zeusconsultingservices.com	Whitehouse Group Inc. 6400 N. Andrews Ave, Suite300 Fort Lauderdale, FL 33309 tbrauer@whitehousegroup.com	TriMerge Consulting Group, P.A. 39 NW 166th Street, Suite 1 Miami, FL 33169 glazarre@trimergecpa.com	Marcman Solutions LLC 300 W. Pensacola Street, Suite 215 Tallahassee, FL 32301 Michael.DiNapoli@marcmansolutions.com	Orbis Novitas Solutions, Inc 4410 Brookfield Corporate Dr. Suite 223001 Chantilly, VA 20151 ewiggins@orbisnovitas.com	Diversified Systems, Inc. (DSI) 100 Dorchester Sq., Suite 200 Westerville, OH 43081 DSI@DiversifiedSystems.com	Strategic Optimization & Research, LLC (SOAR) 864 E. Park Ave. Tallahassee, FL 32301 joanne@soar.llc	RSM US LLP 9355 N. Wickham Road, Suite304 Melbourne, FL 32940 joshua.benton@rsmus.com	EvalTour Technologies LLC 2317 Oxmoor Drive DeLand, Florida 32724 info@evaltour.com
ITEM	**DESCRIPTION**	**UOM**	**PRICE**	**PRICE**	**PRICE**	**PRICE**	**PRICE**	**PRICE**	**PRICE**	**PRICE**
1	Lump Sum Base Price Employee Cultural Review	LS	$ 74,260.00	$ 75,000.00	$ 95,000.00	$ 106,500.00	$ 122,870.00	$ 124,698.00	$ 127,800.00	$ 166,900.00	$ 246,000.00
	Base Bid Total Price		**$ 74,260.00**	**$ 75,000.00**	**$ 95,000.00**	**$ 106,500.00**	**$ 122,870.00**	**$ 124,698.00**	**$ 127,800.00**	**$ 166,900.00**	**$ 246,000.00**

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

TO ALL PROSPECTIVE BIDDERS:

This Addendum becomes hereby an integral part of the Request for Quote package under consideration by you as a respondent. The City of Titusville deems all responses to have been proffered in recognition of the entire Request for Quote package including all issued addenda. Should you have any questions pertaining to this Addendum, please contact Tracy Bailey Purchasing and Contracting at 321-567-3734, tracy.bailey@titusville.com.

ADDENDUM MESSAGE

As a point of clarification, it should be understood that the quote documents govern all aspects of the solicitation. Discussions held during any meeting or over the phone or email are informal and informational only. All official changes to the Request for Quote solicitation are made only by addenda.

Q & A RESPONSES:

1. Is the City seeking a custom survey instrument or will a validated off-the-shelf instruments be acceptable?
   RESPONSE: Consultant choice on survey no restriction on currently available instruments.

2. If participation falls below 70%, is additional outreach expected within the base scope or only through change orders?
   RESPONSE: As stated in the Request document, Phase 2 – Data Collection #1, the firm is to propose reasonable follow up strategies. Any additional work beyond the baser scope may be authorized via a Change Order. If determined by the City more participation is required.

3. Does the City have an anticipated minimum and maximum number of focus groups and interviews for the base scope, or will that be set in the Phase 1 Work Plan?
   RESPONSE: No more than 3 focus group meetings and 30 individual interviews for the base quote

4. How many Executive Leadership Team members are expected to participate in interviews?
   RESPONSE: Approximately 20

5. Does the City expect department-level reporting for all departments regardless of response volume?
   RESPONSE: Yes

6. Are interactive dashboards required as a deliverable or only sample dashboards in the proposal submission?
   RESPONSE: No dashboards are required in the deliverables however the request was only to provide the screenshots related to sample work to document overall prior success on projects.

7. Are proposers expected to collect comparative data from the listed peer municipalities or use existing benchmark databases?
   RESPONSE: Consultant to use available existing benchmarked databases.

8. Should proposers include a City Council presentation in the base scope or only as potential change-order work?
   RESPONSE: As stated in the Deliverables table, this is not required in the base scope or work.

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9. How many review meetings with City leadership should be assumed during the engagement?
   RESPONSE: One meeting

10. Is post-report implementation support anticipated outside the base engagement?
    RESPONSE: No

11. Has the City established a not-to-exceed budget for this engagement?
    RESPONSE: This is not a budgeted item

12. Is there an anticipated award date and project start date?
    RESPONSE: Within 90 days of submittals

13. Will virtual focus groups be acceptable for all employee groups when operationally necessary?
    RESPONSE: This requirement is addressed in Phase 1 #5(b)

14. Are Police and Fire expected to participate in separate engagement tracks?
    RESPONSE: No

15. Are shift-based employees expected to participate during working hours?
    RESPONSE: Yes

16. Will the City assist with scheduling and attendance tracking for focus groups?
    RESPONSE: Yes

17. Are there any departments currently undergoing organizational change, restructuring, or labor negotiations that may affect participation?
    RESPONSE: None that would affect this effort.

18. Will the City treat travel for on-site change-order work as a separately quoted line, given that reimbursables are prohibited and rates must be fully burdened?
    RESPONSE: If the City requests on-site attendance for additional services, travel may be reimbursed in accordance with the GSA Per diem rates set for our area and the City's Travel policy.

19. The RFQ states 601 FTEs; the attached EEO-4 reports approximately 497 full-time. Which figure should be used for survey administration and for the seventy percent participation calculation?
    RESPONSE: 601 is the budgeted total, 497 should be basis for the participation rate review. There are 66 current openings.

20. Does the sixty-calendar-day period of performance run from Purchase Order issuance and include the City's ten-business-day deliverable review period?
    RESPONSE: Performance period has been updated not to exceed 120 calendar-days and is defined to mean - from the transmittal of the Purchas Order to the vendor through the full completion and presentation of the project.

21. How many on-site days does the City anticipate for focus groups and interviews, so travel may be priced accurately?
    RESPONSE: This requirement is addressed in Phase 1 #5(b)

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22. How will the City treat raw survey responses and focus group notes under Chapter 119 public records requirements, given the confidentiality commitment made to employees?
RESPONSE: The consultant shall structure surveys and interviews to protect the employees as much as possible but yes, the work will be a public record made available upon request.

23. Will the City accept a demonstration or sanitized dashboard environment where the sentiment dashboard is purpose-built per client?
RESPONSE: Yes, as per Submittal section #2 (b)

24. Must a subcontractor independently carry the full stated insurance limits, or are the prime contractor's certificates sufficient?
RESPONSE: As per the last paragraph of Insurance section, Sub-Contractor's insurance shall be the responsibility of the Contractor.

25. SB 1134's DEI-related certification and compliance provisions apply to contracts executed or renewed after January 1, 2027.
    a. Is award and contract execution for this engagement anticipated before January 1, 2027?
    RESPONSE: Yes

    b. If execution could occur on or after that date, will the City require the SB 1134 pre-award certification as part of this procurement?
    RESPONSE: Planned to contract before 12/31/26

    c. Regardless of execution date, should the Objectives and Phase 2/4 deliverables referencing "equity," "inclusion," and "diversity" (including the "historically underrepresented groups" focus group in Phase 2) be designed to independently satisfy SB 1134's certification standard, or should proposers assume no changes are needed until the law takes effect?
    RESPONSE: Planned to contract before 12/31/26

26. AI use is prohibited by default under Exhibit A of the DMS Management Consulting Services Contract unless specifically approved in writing. Will the City consider approving AI-assisted tools for qualitative theme analysis, or should proposers assume no AI Technology may be used on this engagement?
RESPONSE: City will consider the assistance of AI as long as the consultant reviews the results and verifies the validity of the data and outcome.

27. If our firm proposes to engage a subcontractor for a portion of the engagement (e.g., statistical benchmarking or specialized qualitative analysis), does that subcontractor need separate written approval from DMS, or is written consent from the City sufficient, consistent with the subcontractor provisions in Exhibit B?
RESPONSE: City approval is sufficient as the resulting engagement is between the City and the Primary Consultant.

28. Phase 3 requests benchmarking against a specified list of peer municipalities. Does the City have existing comparative data or relationships with those municipalities that can be made available to the selected consultant, or should proposers assume that all benchmarking data collection (outreach, public records requests, etc.) is the consultant's responsibility?
RESPONSE: See response on #7

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29. Should the proposal be submitted as a single combined PDF, or as separate attachments for the narrative, sample work exhibits, and pricing form? Is there a file-size limit we should be aware of given the required sample materials?
    RESPONSE: The only limitation is email files cannot exceed 10 MB

30. Does the City have a Not to Exceed amount for this project?
    RESPONSE: This is not a budgeted item.

31. Will the City Council be part of the stakeholder group involved during the assessment as part of Executive Leadership?
    RESPONSE: No, staff only

32. Are the 60 days of the project flexible based on needs, or is that based solely on the initial PO, or on a next phase of culture and change management?
    RESPONSE: See response on #20

Due date remains ***September 14th, 2026, at 4:00 p.m. EST local time.*** All other terms and conditions of the request remain the same.

Tracy Bailey
Purchasing and Contracts

Cc: Joe Denaro, Human resources Director
Kevin Cook, Asst. City Manager
Files

Request for Quote – Employee Cultural Review Consulting Services

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

INTRODUCTION

The City of Titusville is seeking proposals from qualified consulting firms, through the State of Florida Department of Management Services (DMS) Management Consulting Services Contract #80101500-25-STC, to conduct an **Employee Cultural Review**. In accordance with the contract terms, this request is being sent to a minimum of 25 awarded vendors. Quotes will be evaluated based on price, qualifications demonstrated in samples, references, proposed schedule and completeness.

SUBMITTAL

Please complete and return this form with your quote by **September 14, 2026, 4:00 PM** to Tracy Bailey at tracy.bailey@titusville.com and copied to Kevin Cook at Kevin.cook@titusville.com.

Any questions or requests for clarifications must be submitted in writing to Tracy Bailey via email to tracy.bailey@titusville.com by **September 8, 2026, at 4:00 PM**; answers will be shared with all recipients.

AT MINIMUM, PROVIDE THE FOLLOWING REQUIREMENTS IN A CONCISE PROPOSAL PACKET. ***The entire proposal packet (excluding the required sample reports and pricing form) should not exceed 15 pages.***

1. Description of the methodology including your answers to the following items (***Maximum 3 pages***):
   a. Describe the methodology used to sanitize and prepare the attached work samples. How does your firm work to protect proprietary client data and individual employee identities during the reporting phase?
   b. Describe your approach to determining the appropriate number and size of focus groups and one-on-one interviews to achieve a representative cross-section of the workforce.
   c. Explain how your firm identifies and categorizes complex qualitative themes (e.g., psychological safety, leadership trust) from open-ended employee comments or focus groups.
   d. Describe how your firm collaborates with client leadership to ensure the proposed roadmap is adopted and integrated into daily operations, rather than remaining a static document.

2. Sample work from prior engagements *(All submitted materials must be sanitized, redacted, or completely anonymized to protect the confidentiality of previous clients.)*:
   a. A Sanitized Executive Assessment Report or Findings Report excerpt (maximum 10 pages) from a past engagement with all client names, branding, and identifying data redacted.
   b. Provide screenshots and a brief description of your employee sentiment / survey results dashboard (or access to a demo environment if available).
   c. A sample Strategic Roadmap or action plan provided to a previous client. (*ideally 3 pages*)
   d. A sample of your firm's qualitative analysis for the focus group data collected. (*ideally 3 pages*)

3. Three (3) references for similar projects related to strategic operational optimization through Employee Culture Analysis completed within the past 5 years.
4. Qualifications of proposed Project Manager and supporting team along with a staffing chart.
5. Detailed Project Based Pricing to include all costs completed on the price sheet herein.
6. Fully loaded hourly rates for potential change-order work (additional focus groups, interviews, analysis, or presentations beyond the base scope). Rates should be fully burdened and remain firm for the duration of the engagement.

BACKGROUND AND PURPOSE

The City of Titusville is committed to fostering a workplace environment that reflects its core values of integrity, respect, inclusivity, and service excellence. As the City continues to evolve in its organizational structure and workforce composition, leadership has recognized the importance of conducting a comprehensive, independent assessment of the organizational culture experienced by City employees.

This Scope of Work (SOW) outlines the services required from a qualified management consulting firm to conduct an Employee Cultural Review (ECR). The review will provide the City with an evidence-based understanding of the current cultural climate, identify strengths and areas for improvement, and produce actionable recommendations to guide ongoing workforce and organizational development initiatives.

The City currently has **601 FTEs** consisting of the following:

- Nonsupervisory: 471
- Supervisory/Managerial: 110
- Senior Leadership: 20

These are broken down into the following Groups:

Operating:

Police	Fire	Community Development
Public Works	Solid Waste	Water Resources
Stormwater	Building	

Support:

Administration & Clerk's Office	Finance	Human Resources
Information Technology	Purchasing	Special Projects
Customer Service	Media Services	Legal
Public Information Officer	Fleet	

OBJECTIVES

The Employee Cultural Review shall accomplish the following objectives:

1) Assess the overall health and effectiveness of the City's organizational culture across all departments and employee classifications.
2) Identify employee perceptions regarding leadership, communication, trust, equity, inclusion, and psychological safety.
3) Evaluate the alignment between the City's stated values and the day-to-day lived employee experience.
4) Identify systemic barriers, disparities, or concerns that may impact employee morale, engagement, retention, or performance.
5) Benchmark findings against comparable municipal organizations where appropriate.
6) Provide the City Manager and City Council with clear, prioritized, and actionable recommendations.

SCOPE OF SERVICES

The Consultant shall perform services in five (5) primary phases as described below.

Phase 1 — Project Initiation and Planning

1) Meet with the Key stakeholders to confirm project objectives, timelines, and communication protocols.
2) Review existing relevant documentation, including but not limited to:
    a. Organizational charts and departmental structures
    b. Personnel policies, HR policies, and collective bargaining agreements
    c. Exit interview records and turnover data
    d. EEO and workforce diversity reports ***(Attachment A -June 30, 2026, report)***

3) Develop a detailed Project Work Plan, including a communication strategy for employee engagement.
4) Prepare data collection instruments (survey, focus group protocols, interview guides) for City review and approval prior to deployment. Survey should not exceed 30 questions.
5) The following on-site / virtual expectations apply (subject to final confirmation in the Project Work Plan):
    a. Final presentations to City leadership and City Council may be conducted virtually, on-site, or in a hybrid format as mutually agreed.
    b. All other meetings and project coordination, data analysis, and routine meetings may be conducted virtually.
    c. Because reimbursable expenses are not allowed, the Consultant shall include all travel and related costs associated with required on-site activities in the base price.

Phase 2 — Data Collection

1) Administer a confidential, anonymous all-employee survey covering key cultural dimensions, including:
    a. Leadership effectiveness and communication
    b. Respect, fairness, and equity in the workplace
    c. Psychological safety and willingness to raise concerns
    d. Inter-departmental relationships and collaboration
    e. Opportunities for professional development and advancement
    f. Alignment with organizational mission and values
    g. Overall employee morale and engagement

    The all-employee survey is expected to contain no more than **30 questions** (including a limited number of open-ended items) covering the cultural dimensions listed above. The Consultant shall propose a validated or professionally designed instrument for City approval.

    All survey platform licensing, administration, and related technology costs shall be included in the base price. The City will not reimburse separate platform or licensing fees.

    The target participation rate is a minimum of 70%. If the target is not achieved, the Consultant shall propose reasonable follow-up strategies (e.g., extended survey window, targeted reminders, or limited additional outreach). Any additional work beyond the base scope may be authorized via change order at the Consultant's proposed hourly rates.

2) Conduct structured focus groups across a representative cross-section of employees, including:
    a. Frontline / non-supervisory staff
    b. Mid-level supervisors and managers
    c. Department Directors and senior leadership
    d. Employees from historically underrepresented groups (voluntary participation)

    Consultant shall plan to achieve a representative cross-section of the workforce, covering frontline/non-supervisory staff, mid-level supervisors/managers, and Department Directors/senior leadership, plus one-on-one confidential interviews with members of the Executive Leadership Team and other key stakeholders. Final number of meetings/groups will be confirmed during Phase 1 Project Work Plan development. Additional focus groups or interviews, if needed, may be authorized via change order at the Consultant's proposed hourly rates.

3) Conduct one-on-one confidential interviews with key stakeholders, including members of the Executive Leadership Team.
4) Collect and analyze secondary data, including HR metrics such as turnover, absenteeism, grievances, and disciplinary actions.

Phase 3 — Analysis and Assessment

1) Analyze all quantitative and qualitative data collected during Phase 2.
2) Identify patterns, themes, and significant findings by department, employee classification, tenure, and demographics where applicable and statistically valid. At minimum this data should be broken-down by department, classification and tenure.
3) Assess cultural strengths that should be preserved and celebrated.
4) Identify cultural gaps, systemic concerns, and areas of elevated risk.
5) Compare findings to peer municipalities and recognize best practices in local government human resources management. The City typically uses the following peer municipalities:

Cities of Altamonte Springs	Ormond Beach
Sanford	Winter Park
Vero Beach	Melbourne
Ocoee	Palm Bay
Port Orange	Cocoa
Daytona Beach	Kissimmee
Brevard County	

Phase 4 — Findings and Recommendations

1) Develop a comprehensive Findings Report presenting all key themes and data with supporting evidence.
2) Formulate a prioritized set of actionable recommendations addressing:
    a. Leadership development and accountability
    b. Communication and transparency improvements
    c. Equity, diversity, and inclusion initiatives
    d. Employee recognition and retention strategies
    e. Policy or procedural changes warranted by findings
3) Present draft findings to City leadership for review and factual verification prior to finalization.
4) Prepare an Executive Summary.

Phase 5 — Final Reporting and Presentation

1) Deliver the Final Employee Cultural Review Report in both electronic (PDF and Word) and printed formats as specified by the City. Minimum two (2) hard copies and one (1) electronic file. No raw data files will be required.
2) Present findings and recommendations in a formal session with the City Manager and senior leadership team. Minimum one (1) presentation.
3) Provide a recommended Implementation Roadmap with suggested timelines, responsible parties, and success metrics for each priority recommendation.
4) Conduct a post-engagement debrief and respond to questions within thirty (30) days of final report acceptance.

DELIVERABLES

#	Deliverable	Description	Phase
1	Project Work Plan	Detailed schedule, communication plan, and approved data collection instruments.	Phase 1
2	Employee Survey	Deployed anonymous all-employee survey with minimum 70% participation target.	Phase 2
3	Focus Group & Interview Summaries	Anonymized summaries of all qualitative data collection sessions.	Phase 2
4	Draft Findings Report	Full report submitted to City for review prior to finalization.	Phase 4

#	Deliverable	Description	Phase
5	Final ECR Report	Finalized written report with all data, analysis, findings, and recommendations. Two (2) hard copies and one (1) electronic file	Phase 5
6	Executive Summary	Council-ready summary document (max 10 pages).	Phase 5
7	Implementation Roadmap	Prioritized action plan with timelines, owners, and success metrics.	Phase 5
8	Formal Presentations	Presentation minimum one (1) presentation to City Manager and Executive Leadership Team. A presentation to City Council, if requested, may be authorized via change order.	Phase 5

CITY OF TITUSVILLE RESPONSIBILITIES

The City agrees to provide the following in support of the engagement:

1) A designated project coordinator
2) Timely access to relevant documents, records, and data as requested by the Consultant.
3) Facilitation of employee participation in surveys, focus groups, and interviews during regular work hours.
4) The City will provide the Consultant with employee email address and other contact information as determined appropriate. The City will also provide reminder support throughout the process via citywide email campaign.
5) Assist with communication to employees of the project purpose, confidentiality protections, and the importance of participation.
6) Review and feedback on draft deliverables within ten (10) business days of receipt.
7) Access to City facilities for on-site sessions as needed.

PERIOD OF PERFORMANCE

Services shall be completed within **60 calendar days** after issuance of a Purchase Order, unless extended by written mutual agreement and a Purchase Order - change order.

QUALIFICATIONS

Firms must:

1) Be an awarded vendors under the State of Florida DMS Management Consulting Services Contract
2) Demonstrate experience with Workplace Organizational Culture Review, or similar municipal consulting work.
3) Have demonstrated expertise in human resources regulations and organizational management methodologies.
4) Provide references for similar engagements

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.

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**.

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.

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Request for Quote – Employee Cultural Review Consulting Services

Price and Guarantees

QUOTE PROPOSAL (Project Base Pricing) All pricing must be fully detailed
$_____ for full scope listed herein (Phase 1-5) Reimbursable Expenses: **Not allowed**
Price Lock Commitment: Prices shall be firm for minimum of 90 days to allow for processing of award approval.
Hourly Rates: Include a separate hourly pricing sheet listing fully loaded hourly rates by job classification. These rates will be used for any change-order work (e.g., additional focus groups, interviews, analysis, or presentations).
SUBMITTAL REQUIREMENTS - Must be attached

We agree to accept a City of Titusville Purchase Order, State of Florida contract terms & conditions, and this quote document as the binding agreement for the purchase of these services.

☐ **Yes** ☐ **No**

FIRM & CONTACT INFORMATION WITH CERTIFICATION & SIGNATURE:

The undersigned declares that the person signing this quote is fully authorized to sign on the behalf of the company listed and to fully bind the company listed to all terms of the solicitation. Thereby agrees that no person, persons, or company other than the firm listed above or as otherwise indicated has any interest whatsoever is this quote or the contract that may be entered into as a result of the submittal and that in all respects is legal and firm, submitted in good faith without collusion or fraud.

Company Name:	
Company Address:	
Primary Contact Name:	
Title:	
Email:	
Telephone:	FEIN#:
Authorized	Date:
Signature:	
Printed Name & Title:	

Return this completed form with your response to Tracy Bailey at tracy.bailey@titusville.com and copied to Kevin Cook at Kevin.cook@titusville.com.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Indoor and Outdoor Recreation Uses**

Department/Office: Community Development

Recommended Action:
Provide direction to staff.

Summary Explanation & Background:
On March 10, 2026, Council discussed the Land Development Regulations Section No. 28-275 – Recreation and Commercial Amusement (indoor) and Section 28-276 Recreation and Commercial Amusement (outdoor) and expressed concern of the lack of zoning districts that permit indoor and outdoor recreation. Council discussed permitting indoor and outdoor recreation in the Downtown Mixed Use (DMU) zoning and requested moving forward with an ordinance. In addition, Council requested staff review other jurisdictions to determine where they permit indoor and outdoor recreation and incorporate this use in an ordinance beyond the downtown.

On September 8, 2026, Mayor Connors requested staff review allowing the permitted use of recreational and commercial amusement (indoor) in other commercial zoning districts including Community Commercial, Regional Commercial, and Urban Village. There was no motion from the City Council.

On September 22, 2026, Council adopted Ordinance No. 21-2026, which amended the Code of Ordinances to allow recreation and commercial amusement (indoor) as a permitted use in the Downtown Mixed Use (DMU) zoning district. At the same regular meeting, the Council further directed staff to explore allowing indoor amusement as a permitted use in other zoning districts.

Enclosed for Council's discussion is a report summarizing recreational zoning in other jurisdictions and options for consideration.

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Staff Report

EXPANDING RECREATIONAL USES

As requested by City Council, staff researched how recreational uses are regulated in several Central Florida communities, including Brevard County and the cities of Melbourne, St. Cloud, Fort Pierce, and Sanford.

Current Titusville Regulations

Titusville generally distinguishes between indoor and outdoor recreation, while certain recreational uses are regulated separately, including tennis clubs, parks, arcades, fitness centers, and movie theaters.

As of September 8, 2026, indoor recreation is currently permitted in RMU Commercial (400); permitted with limitations in CC, RC, M1, RMU Multifamily (300), and UV; and permitted with a conditional use permit in GU.

Outdoor recreation is permitted with a conditional use permit in T, CC, RC, SMU, Regional Mixed Use Multifamily (300), RMU Commercial (400), and UV.

Community Survey

The communities surveyed generally distinguish between indoor and outdoor recreational or commercial amusement uses, although the classification of specific uses varies among jurisdictions. Brevard County further distinguishes between small-scale and large-scale commercial entertainment and amusement uses.

Examples of small-scale uses may include miniature golf, batting cages, tennis courts, BMX courses, paintball, and driving ranges. Large-scale uses may include amphitheaters, theme parks, rodeos, racetracks, go-karts, ATV/motorcycle tracks, and stadiums or arenas.

Considerations

Recreational uses can range from relatively low-intensity activities to facilities that generate substantial traffic, noise, lighting, and activity during later hours. The surveyed communities generally do not allow recreational uses in residential areas, except when incorporated into planned communities.

Industrial districts are generally reserved for more intense recreational uses, often through conditional use review, to address potential impacts on surrounding properties.

*City Council Direction Requested

Staff is seeking direction from City Council regarding the potential expansion of indoor and outdoor recreational uses. Specifically, Council may provide direction regarding:

1. **Zoning Districts:** Which zoning districts should permit indoor and outdoor recreation;
2. **Limitations:** What development or operational limitations should apply to these uses; and
3. **Large-Scale Uses:** Whether a threshold should be established above which a Conditional Use Permit would be required, and what threshold should apply.

Zoning Regulations for Indoor Uses

Jurisdiction	Permitted Use	Conditional Use
Brevard County Small Scale	Retail, Warehousing and Whole Industrial classifications	General Commercial
Large Scale	N/A	General Commercial Retail, Warehousing and Whole Industrial classifications
City of Fort Pierce Indoor Entertainment	General Commercial Central Business District Tourist General Recreation and Open Space	
Arcade	N/A	General Commercial
City of Melbourne	General Commercial Commercial Parkway Commercial Edge – transition between industrial and less intense uses Light Industrial General industrial Institutional	Neighborhood Commercial Central Business District
City of Sanford	General Commercial	Waterfront Development Commercial/Downtown
City of St. Cloud Inside Amusement and Commercial Recreation	Employment Commercial Highway Business Business Commercial	N/A
Gymnastic/Health Spa	Employment Commercial Highway Business Business Commercial Central Business District	Professional Neighborhood Business

Zoning Regulations for Outdoor Uses

Jurisdiction	Permitted Use	Conditional Use
Brevard County Small Scale	Retail, Warehousing and Whole Industrial classifications	General Commercial
Large Scale	N/A	General Commercial Retail, Warehousing and Whole Industrial classifications
City of Fort Pierce Outdoor Recreation	Tourist	General Commercial
Batting Cages/Driving Ranges	General Commercial Central Business District Tourist	General Recreation and Open Space
Stadium/Arena	N/A	General Commercial Tourist Marine Commercial Light Industrial Marine industrial
City of Melbourne	N/A	Commercial Parkway Commercial Edge Light Industrial General Industrial
City of Sanford	N/A	General Commercial Waterfront Development Commercial/Downtown
City of St. Cloud	N/A	Business Commercial Highway Business

1. WHERE?

Which additional zoning districts should allow recreation?

Zoning Districts	Indoor Recreation			Outdoor Recreation		
	None	Some	All	None	Some	All
Commercial Districts	☐	☐	☐	☐	☐	☐
Industrial Districts	☐	☐	☐	☐	☐	☐
Mixed-Use Districts	☐	☐	☐	☐	☐	☐

2. HOW?

Which limitations should apply to indoor and outdoor recreation?

Potential Limitation	Indoor Recreation		Outdoor Recreation	
	No	Yes	No	Yes
Maximum size	☐	☐	☐	☐
Maximum occupancy	☐	☐	☐	☐
Hours of operation	☐	☐	☐	☐
Parking	☐	☐	☐	☐
Traffic/circulation	☐	☐	☐	☐
Buffering/setbacks	☐	☐	☐	☐
Lighting	☐	☐	☐	☐
Noise/amplified sound	☐	☐	☐	☐
Other: _____	☐	☐	☐	☐

3. WHEN DOES IT BECOME "LARGE-SCALE"?

Should recreational uses be permitted by right up to a defined threshold, with a Conditional Use Permit required above that threshold?

	Indoor Recreation			Outdoor Recreation		
Threshold type	☐ Floor Area	☐ Occupancy	☐ Both	☐ Floor Area	☐ Occupancy	☐ Both
Proposed threshold	_____ sq. ft. / _____ persons			_____ sq. ft. / _____ persons		
Below threshold	☐ By right	☐ Limited use		☐ By right	☐ Limited use	
Above threshold	☐ Conditional Use Permit			☐ Conditional Use Permit		

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **FY28 Non-Ad Valorem Fire Assessment Study Advertising**

Department/Office: Assistant City Manager

Recommended Action:
Provide direction on advertising for a proposed FY28 Non-Ad Valorem Fire Assessment, which is the first non-binding step in a review of a fire assessment.

Summary Explanation & Background:
In order to implement a fire protection services non-ad valorem special assessment, the City will need to adopt a resolution stating the City's intent to use a non-ad valorem special assessment for the cost of providing fire protection services and provide the resolution to the Florida Department of Revenue, the Brevard County Tac Collector, and the Brevard County Property Appraiser. Prior to this resolution, the City needs to advertise for four consecutive weeks. This resolution does not bind the City to utilizing the assessment but allows the study of the assessment and City Council's

A fire protection services non-ad valorem assessment could provide the fire department with an equitable, stable and structured funding source beyond the current funding provided by the general fund. An assessment would allow fire protection services costs to track service demand needs as opposed to market value.

The City has already solicited quotes to provide the consultant services if requested to study the assessment and report back to City Council. The cost of the study would be $117,500 plus $12,500 annually for updating the assessment rolls.

It is recommended that City Council provide direction on advertising for a proposed FY28 Non-Ad Valorem Fire Assessment, which is the first non-binding step in a review of a fire assessment.

Alternatives:

Item Budgeted:
N/A

Source/Use of Funds/Budget Book Page:
If moving forward, budget adjustments will be provided at a future step.

Strategic Plan:
Goal 3: Financial Stability

Strategic Plan Impact:
This action provides a future funding source for fire protection services.

ATTACHMENTS:
1. Draft Resolution

RESOLTION NO XX-2026

A RESOLUTION OF THE CITY OF TITUSVILLE, FLORIDA; STATING THE CITY'S INTERNT TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS FOR THE COST OF PROVIDING FIRE PROTECTION SERVICES AGAINST BENEFITED REAL PROPERTY LOCATED WITHIN THE INCORPORATED AREA OF THE CITY OF TITUSVILLE, FLORDA AS AUTORIZED UNDER SECTION 197.3632, FLORIDA STATUTES; STATING THE NEED FOR SUCH LEVY; PROVIDING FOR MAILING OF THIS RESOLUTION; AND PROVIDNG FOR AN EFFECTIVE DATE.

WHEREAS, the uniform method of collecting non-ad valorem assessments, as authorized by Section 197.3632 Florida Statutes, provides for the billing and collection of non-ad valorem assessments by inclusion of non-ad valorem assessments on the tax bills issued for the collection of ad valorem taxes; and

WHEREAS, Section 197.3632 Florida Statutes, authorizes a local government to impose a non-ad valorem assessment by using the uniform method of collecting such assessments by adopting a resolution at a public hearing prior to January 1; and

WHEREAS, the City of Titusville intends to enact the imposition of such a special assessment for fire protection services provided to its citizens; and

WHEREAS, the City seeks to use the uniform method for collecting non-ad valorem special assessment for the cost of providing fire protection services to property within the incorporated area of the City as authorize by section 197.3632, Florida Statutes, as amended, as this will allow such special assessments to be collected annually commencing in January 2028, in the same manner as provided for ad valorem taxes; and

WHEREAS, the City Council of the City of Titusville finds that the use of the uniform method of collection, pursuant to Section 197.3632, Florida Statutes, will result in the most efficient and equitable assessment, billing, and collection of non-ad valorem assessments levied by the City; and

WHEREAS, the City Council finds and determines that a need exists to levy this fire protection assessment in order to provide an equitable, dedicated, and stable source of funding for fire protection, and that the assessment is in the best interest of the owners of property within the City and of the health, safety, and welfare of its citizens; and

WHEREAS, the City held a duly advertised public hearing prior to the adoptions of this Resolution, proof of publication of such hearing being attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1. The foregoing findings are incorporated herein by reference and made a part hereof.

Section 2. Commencing with the Fiscal Year beginning October 1, 2027, and with the tax statement mailed for such Fiscal Year, the City intends to use the uniform method of collecting non-ad valorem assessment authorized in Section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of providing fire protection services. Such non-ad valorem assessment shall be levied within the incorporated area of the City. A legal description of the area

subject to the assessment is attached hereto as Exhibit “B” and incorporated by refence.

Section 3. The City Council has determined that the levy of the assessments specified herein is needed to fund the cost of the fire protection services within the incorporated area of the City in the most effective and equitable manner possible.

Section 4. Upon adoption, the City Clerk is hereby directed to send a copy of the Resolution by United States mail to the Florida Department of Revenue, the Brevard County Tax Collector, and the Brevard County Property Appraiser by January 10, 2027.

Section 5. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED this **24th** day of **November 2026.**

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

DRAFT

EXHIBIT A

PROOF OF PUBLICATION

(4 WEEKS PRIOR TO PUBLIC HEARING)

DRAFT

EXHIBIT B

CITY OF TITUSVILLE, FLORIDA
MORE PARTICULARLY DESCRIBED
AS

DRAFT

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Mayor's Report**

Department/Office: City Manager

Recommended Action:
The Mayor will provide his individual report.

Summary Explanation & Background:
N/A

Alternatives:
N/A

Item Budgeted:
N/A

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

Strategic Plan:
N/A

Strategic Plan Impact:
N/A

ATTACHMENTS:
None

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Council Reports**

Department/Office: City Manager

Recommended Action:
Council Members will provide their individual reports.

Summary Explanation & Background:
N/A

Alternatives:
N/A

Item Budgeted:
N/A

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

Strategic Plan:
N/A

Strategic Plan Impact:
N/A

ATTACHMENTS:
None

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **City Manager's Report**

Department/Office: City Manager

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

Summary Explanation & Background:
N/A

Alternatives:
N/A

Item Budgeted:
N/A

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

Strategic Plan:
N/A

Strategic Plan Impact:
N/A

ATTACHMENTS:
1. City Manager Report 13 Oct 26

MEMORANDUM

October 13, 2026

TO: The Honorable Mayor and City Council

FROM: Tom Abbate, City Manager

SUBJECT: City Manager's Report

The following is my report for Council's regular meeting of October 13, 2026:

A. ACTION ITEMS

None to Report

B. INFORMATION ITEMS

1. Garden Street Water Main Break/Road Emergency Repairs

On Monday, October 5th, at approximately 2:30 p.m., a significant water main break was reported at Garden Street and southbound US 1. Fire and Police quickly closed the intersection, while Public Works Field Operations located the break and Streets coordinated road closures and detours. Crews replaced a damaged section of 6-inch cast iron water main, restoring full water service by 9 p.m. A boil water notice was issued.

The break caused extensive road damage throughout the intersection, requiring emergency restoration by an FDOT-qualified contractor. Public Works secured Masci General Contractors, Inc., which had equipment nearby and was available to respond that day. An emergency purchase order was issued for $397,671.

Masci completed excavation, base placement and the first asphalt lift overnight on October 6th. The intersection reopened around 10 a.m. on October 7th , with final paving expected to be completed well before the October 13th City Council meeting. Once final quantities and costs are confirmed, the emergency purchase order will be brought to Council for after-the-fact approval.

Many thanks go out to Public Works Director Sandy Reller, our Public Works response crews and all other City departments and divisions involved. Our appreciation is also extended to our partners at FDOT and to the Masci Corporation for their coordinated efforts to restore service and reopen the intersection as quickly as possible.

Special Meetings and Events	
CDBG Special Meeting	City Hall December 10, 2026 5:00 pm