CITY OF TITUSVILLE

CITY COUNCIL

AGENDA

Regular Meeting

November 10, 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 September 22, 2026 (6:30 p.m.) and October 27, 2026 (Presentation Meeting - 5:30 p.m.).

5. SPECIAL RECOGNITIONS & PRESENTATIONS

6. BOARDS AND COMMISSIONS

A. **Historic Preservation Board**

Appoint one (1) alternate member to the Historic Preservation Board with an unexpired term to expire on October 31, 2028.

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

8. CONSENT AGENDA

A. **Task Order #KHWO0010 - Lemon Avenue and Orange Street Sidewalk**

Approve Task Order #KHWO0010 to Kimley Horn and Associates, Inc. in the amount of $54,219 for design of infill sidewalks on Orange Street and Lemon Avenue within the Community Redevelopment Agency. Additionally, authorize the Mayor to execute the Task Order.

B. **Cole Pro Media Professional Services Agreement**

Approve the Police Department's request to single-source Cole Pro Media as the City's strategic communications partner for public-safety and critical-incident communications and approve the budget amendment to utilize restricted forfeiture funds in the amount of $24,000.00 for the one-year term and delegate authority to the City Manager to execute the agreement.

C. **Firearm Buyback and Crime Prevention Program**

Approve the appropriation and expenditure of $20,000 in available law enforcement forfeiture funds to support a Titusville Police Department firearm buyback and crime-prevention program. This initiative will provide the Department with an additional tool to remove unwanted firearms from circulation, promote safe firearm disposition, support violence-reduction efforts, and strengthen crime-prevention partnerships within neighborhoods affected by firearm-related crime. Approve the budget amendment to utilize the forfeiture funds for the Firearm Buyback Program.

D. **Water Service Agreement - 7850 Windover Way**

Approve the water service agreement for 7850 Windover Way and authorize the Mayor to execute the agreement.

E. **Task Order #KHWO0011 - Harrison Street Sidewalk Improvements**

Approve Task Order #KHWO0011 to Kimley Horn and Associates, Inc. in the amount of $43,152 for design of infill sidewalks on Harrison Street. Additionally, authorize the City Manager to execute the Task Order.

F. **Increase Annual Authorized Amount - Utility Contractors**

Approve an increase to the annual authorized amount for the construction of various utility maintenance and improvement projects under contract CN24P020/LR on an as-needed basis for an annual amount not to exceed $3,000,000.

G. **Mourning Dove Operations Lab Roof Replacement**

Approve the use of Brevard County Continuing Roofing Contracting Services RFQ-6-22-13 effective through May 12, 2027, in the amount of $98,500 for roof

replacement at 2836 Garden Street (Mourning Dove - Water Plant Building) to Tech Systems, Inc. of Melbourne, FL.

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

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

I. **Community Redevelopment Agency (CRA) Budget Adjustments for Continuing Projects and Commitments**

Approve budget amendments totaling $575,000 to reallocate funds from the CRA Restricted Fund Balance to the continuing projects and outstanding grant commitments as listed.

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

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

A. **Rezoning (REZ) Application No. 2-2026 - Farm Land at 1915 North Singleton Avenue**

Conduct the re-hearing of Ordinance No. 30-2026 for property located at 1915 North Singleton Avenue from Single-Family Medium Density (R-1B) to General Use (GU) zoning district.

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. (This is a quasi-judicial item.)

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.

On September 22, 2026, the City Council adopted the rezoning ordinance.

On October 13, 2026, the City Council adopted a motion consistent with Section 2-26(13) of the City's Code of Ordinances to reconsider the rezoning ordinance.

Enclosed for Council's review is a Legal Addendum to the Staff Report for Ordinance No. 30-2026.

10. ORDINANCES - FIRST READING

11. OLD BUSINESS

A. **Professional Planning and Engineering Consulting Services - Royal Oak**

Provide direction related to the Royal Oak Professional Planning & Engineering Consulting Services Project.

B. **Utility Billing Procedures**

Provide direction to staff for any requested updates to the utility billing system.

12. NEW BUSINESS

A. **Code Enforcement Lien Reduction Request for 3130 Barna Avenue**

Approve the Special Magistrate's recommendation for a code enforcement lien reduction to the amount of $19,237.99 plus $233.97 in City cost for a total of $19,471.96 and payable to the City of Titusville within 90 days. This action is for the property located at 3130 Barna Avenue, Titusville, Florida. The Magistrate has based his findings on the requirements of City Code Section 31-71(g).

B. **Code Enforcement Lien Reduction Request for 1235 Thoreau Street**

Approve the Special Magistrate's recommendation to deny a code enforcement lien reduction to the amount of $47,200.00. The City cost has been paid in the amount of $153.89. This action is for the property located at 1235 Thoreau Street. The Magistrate has based his findings on the requirements of City Code Section 31-71(g).

C. **Code Enforcement Lien Reduction Request for 5480 Wendy Lee Drive**

Approve the Special Magistrate's recommendation for a code enforcement lien reduction to the amount of $5,000 plus $163.75 in City cost for a total of $5,163.75 and payable to the City of Titusville within 90 days. This action is for the property located at 5480 Wendy Lee Drive. The Magistrate has based his findings on the requirements of City Code Section 31-71(g).

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

14. MAYOR AND COUNCIL REPORTS

A. **Mayor's Report**

The Mayor will provide his individual report.

B. **Council Reports**

Council Members will provide their individual reports.

15. CITY MANAGER’S REPORT

A. **City Manager's Report**

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

16. CITY ATTORNEY’S REPORT

A. **River Palms Development II, LLC - Request for Relief pursuant to Florida Statute §70.51**

For informational purposes only.

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 September 22, 2026 (6:30 p.m.) and October 27, 2026 (Presentation Meeting - 5:30 p.m.).

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. Draft Minutes - September 22, 2026 (6:30 p.m.)
2. Draft Minutes - October 27, 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, September 22, 2026. Mayor Connors called the City Council meeting to order 6:30 p.m. Present were Mayor Andrew Connors, Vice-Mayor Herman A. Cole, Jr., Col USAF Retired, and City Council Members Jo Lynn Nelson, Megan Moscoso, and Dr. Sarah Stoeckel. Also. present were City Manager Thomas Abbate, City Attorney Andriene Treasure, and City Clerk Wanda Wells.

Pre-recorded procedures for public comment, participation, and conduct were played for all individuals in attendance or watching the meeting. 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 August 25, 2026 (5:30 p.m. - presentation meeting) and special City Council meeting on September 9, 2026 (1st Budget Public Hearing), 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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BOARDS AND COMMISSIONS – None.

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

Tim Curtis felt there was an individual that did not abide by rules for fire and building inspections and that Code Enforcement was used by individuals for their own personal agendas. He also commented on the importance of funding for infrastructure improvements, etc.

Toni Shifalo distributed food and snacks to Council.

Al Barrett praised and highlighted the military history of one Councilmember, also including the Councilmember's subsequent and continuous service to the public.

Malinda Villain distributed information. She read from a prepared statement that discussed a current and open Code Enforcement case she initiated 3-years ago related to concerns for a "curb cut" for a particular alleyway, concerns for safety, parking, water, and activities in or near the area of the alleyway, and her request to the City to not to approve the "curb cut", etc.

Steven Hansel advised that his and his neighbors' homes flooded after normal rainfall, except for a couple neighbors with homes higher-up on hills. His own home had 18-inches of water inside (from the heavy rainfall of October 2025 indicated). Mr. Hansel also had safety concerns about animals in his home and dams nearby were not working properly. For this reason, he requested the City remove the dams near his home (Temple Drive).

Stan Johnston supported Mr. Hansel's concerns. He felt flooding issues were negatively affecting property values. Mr. Johnston was also displeased with Council and that no one would dispute his opinion that the dams were illegal, etc.

xxx

Member Nelson asked whether the dams discussed by Mr. Hansel and Mr. Johnston were illegal. Staff advised the St. Johns River Water Management District (SJRWMD) issued the permits on the dams and improvements. The Senior Center was a permitted project by the SJRWMD, who was a delegative authority on behalf of the Florida Environmental Protection Agency (EPA). In order to modify SJRWMD permits, an engineering review would need to be completed that would determine whether the dams were affecting properties downstream.

Per Member Nelson's request, staff discussed and advised that the current flooding issues in any areas of the City (not one area alone) were caused by rain events that were *over-topping the design of the service*. A typical street was designed to handle a 3-year storm event. A typical pond was designed to handle a 25-year storm event. Once these limits were exceeded, this resulted in ponding and water being held in other places. The engineering design of those areas was set for "*a designed storm*", but once exceeded, water was being held (ponding) in other places.

Staff further advised that when Council previously directed updating the City's Stormwater Master Plan (estimated for completion at the end of 2027), the Council also requested "looking at" (evaluating) the City's stormwater system design for a 500-year storm, which was an extremely large request or scope of work from staff's and/or an engineering viewpoint.

Part of the flooding problems at present in the City were also attributed to the high-water table.

Then, the stormwater design in older neighborhoods were once designed to drain out to a wetland that did not have a water outfall(s) itself. Also, the water table may be so high (present day) that drainage in wetlands no longer worked as it once did and many years later, in comparison to when and how the area of the older neighborhood was first designed built.

About flooding, there was a professional study presently being completed using grant funding to study a large water basin, including the Baker's Subdivision to Temple Drive, etc. This was a separate study from the City's Stormwater Master Plan. After the feasibility study was completed and if there was funding, efforts may be possible to reduce ponding in that area or the large basin that included Baker's Subdivision to Temple Drive, which would help relieve the issues reported by Mr. Hansel, etc.

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CONSENT AGENDA

Member Nelson desired pulling Consent Agenda Item A for discussion, once Council considered the other Consent Agenda Items. To this, City Manager Abbate read Consent Agenda Items A through F, as followed:

A. Local Union 606 International Brotherhood of Electrical Workers Agreement - Approve the Local Union 606 International Brotherhood of Electrical Workers (IBEW) Tentative Agreement.

B. Vendor of Record Fiscal Year 2027 - Approve the following actions related to the City's Vendor of Record (VOR) list for Fiscal Year 2027: (1) Approve the use of vendors identified on the VOR list as Sole Source, Single Source, Original Equipment Manufacturer (OEM), and/or Proprietary Source vendors, as applicable; (2) Authorize the use of State, cooperative, and other governmental agency contracts (Piggybacks) when Purchasing and Contracting determines, based on appropriate market research, that utilizing an existing contract is in the best interest of the City; (3) Approve the issuance of purchase orders and the exercise of contract renewal options for purchases and contracts included within the VOR list, subject to available appropriated budget and applicable City requirements; (4) Delegate authority to the City Manager to award VOR list purchases and contracts that exceed the applicable Ordinance limits, subject to the availability and appropriation of funds for Fiscal Year 2027; (5) Authorize the Mayor to execute VOR list contracts exceeding $50,000 and authorize the City Manager to execute VOR list contracts of $50,000 or less, in accordance with the City Code and applicable delegated authority; and (6) Authorize Purchasing and Contracting to update the VOR list when necessary to reflect award changes resulting from competitive procurement actions conducted by other governmental agencies, including changes affecting contracts that are expired or otherwise no longer available for City use.

C. Water Service Agreement for 1335 South Carpenter Road - Approve the water service agreement for 1335 South Carpenter Road and authorize the Mayor to execute the agreement.

D. Water Service Agreement for 1165 War Eagle Boulevard - Approve the water service agreement for 1165 War Eagle Boulevard and authorize the Mayor to execute the agreement.

E. Water Service Agreement for 6435 Windover Way - Approve the water service agreement for 6435 Windover Way and authorize the Mayor to execute the agreement.

F. Stormwater Continuing Consultant A&E Services - Approve the Selection Committee's final ranking of Consultants for Continuing Contract RFQ #CO26Q049/TB Stormwater Continuing Consultant A&E Services and authorize staff to conduct the contract negotiations with the top ranking four (4) firms.

Stan Johnston submitted a public speaking card on Consent Agenda Item No. F, to which he spoke and indicated being against on his card.

Mayor Connors commented on Consent Agenda Item No. B and making preparations to assist the City (as needed) with the continuity of operations that may be impacted by hurricanes, including (1) debris pick-up before and after storms to offset issues with debris clogging stormwater drainage infrastructure or drainage outfall areas, (2) having electricians on back-up retainer if staff became overwhelmed while attending to issues with sewer lift stations and generators, etc. (as did Brevard County, per Mayor Connors); and (3) piggybacking off the Brevard County contract to receive a lower cost for the paving of roads, in order to accomplish more with available funding.

Motion:
Member Nelson moved to approve Consent Agenda Items B through F, in accordance with the recommendations; however, she would ask that the City Manager come back with those items "to add" requested by Mayor Connors, including add the following to the Vendor of Record for Fiscal Year 2027 and bring back to Council for approval: (1) debris pickup before and after storms (to assist City as needed); (2) electricians on backup retainer; and (3) piggyback off the Brevard County contract to receive a lower cost for the paving of roads. Vice-Mayor Cole seconded the motion and the motion carried unanimously.

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Consent Agenda 8 A. –

A. Local Union 606 International Brotherhood of Electrical Workers Agreement - Approve the Local Union 606 International Brotherhood of Electrical Workers (IBEW) Tentative Agreement.

Per Member Nelson's request, City Manager Abbate reviewed information on three ways for how the request benefited the City's hard-working service workers, provided $22,000 cost savings to the City, and would assist the City to retain employees by providing competitive wages.

There were no individuals that wished to speak.

Motion:
Member Nelson moved to approve Consent Agenda Item A - *Local Union 606 International Brotherhood of Electrical Workers Agreement,* in accordance with the recommendations. Vice-Mayor Cole seconded the motion and it carried unanimously.

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ORDINANCES – SECOND READING, PUBLIC HEARING AND RELATED ACTION

Ordinance No. 28-2026 - Live Work Units in the Office Professional (OP) Zoning District – City Manager Abbate highlighted the request included in the Council agenda packet. The request was to conduct the second and final reading and public hearing of Ordinance No. 28-2026.

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, for the second time by title only. (This was a legislative item)

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

Community Development Director Brad Parrish further highlighted information from the Council agenda packet.

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

Mayor Connors felt that the Office Professional (OP) zoning regulations were outdated. For example, there were properties on Garden Street zoned OP that in his viewpoint could be used for restaurants and other businesses, but that were not listed as uses under OP zoning rules. Member Nelson commented that if the uses in OP zoning were going to be expanded, this would mean readvertising and for this reason, she desired moving forward with the proposed ordinance for now. Member Stoeckel and staff discussed her questions related to Council being able to direct staff to bring forward administrative rezoning applications for the Council's consideration; however, staff noted depending on what Council wanted, it could require amending other policies such as the City's Comprehensive Plan, etc., so that there were not conflicting Codes amongst the City's ordinances and policies---a separate discussion that Council could have at a later time.

Motion:
Member Nelson moved to approve Ordinance No. 28-2026 - *Live Work Units in the Office Professional (OP) Zoning,* as recommended. Vice-Mayor Cole seconded the motion and the roll call was:

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

The motion carried unanimously.

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Ordinance No. 29-2026 - Mini-Warehouse Parking Standards – City Manager Abbate highlighted the request included in the Council agenda packet. The request was to conduct the second reading and the final public hearing of Ordinance No. 29-2026.

Community Development Director Brad Parrish read 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, for the second time by title only. (This was a legislative item)

On September 2, 2026, the Planning and Zoning Commission (P&Z) recommended approval as presented, 5-0.

Community Development Director Brad Parrish further highlighted information from the Council agenda packet. He highlighted information on page 135 regarding a condition that was recommended to be deleted in *paragraph no. g* and the rationale for why. He reviewed Council's discussion at the first public hearing on September 8, 2026 and page 132 of the agenda packet of the final hearing (this) agenda packet. Changes the Council may want would need to be readvertised.

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

Council discussion ensued, as followed:

- Whether requiring extra parking spaces could worsen flooding problems in the City
- It was a benefit to mini warehouse business owners that the Code or the proposed ordinance would not require them to spend as much money on parking spaces
- There was an idea to allow and substitute the use of bio swales and rain gardens to capture water from storms and let the water percolate through the soil, for space that could have been required for parking
- Not limiting alternative options
- About bio swales and how calculations were formulated, staff would need to report back to Council with more specific information
- The current Code or proposed ordinance required 1-parking space for every 25 storage cubicles and 2-spaces for the manager's quarters
- If the requirement for 2-parking spaces for manager's quarters was removed and whether the City could add Code language to prevent more concrete parking spaces from being added or provide options in lieu of parking requirements
- Whether to keep the conditions and/or provide more options
- Whether designating areas as open space could be used as an option to required parking
- A desire not to be "too prescriptive" and instead, promote more green and open spaces to absorb rain fall on project sites

- Whether developers that used Low Impact Development (LID) techniques for these projects received credits to their fees, but which did not apply to credits for impact fees
- Referring to page 134 of the Council agenda packet, one Councilmember felt mini warehouses should not be allowed in the Downtown Mixed Use (DMU) zoned areas. Council indicated support for this idea, but it would need to be brought up as a separate agenda item

To the above, Council indicated support of making changes to the proposed ordinance that would require readvertising and rescheduling the public hearings. Based on the Council's discussion, staff would draft a new ordinance utilizing both conditions in the staff report and allow parking requirements to be reduced if open space and the Low Impact Development (LID) component were provided. The ordinance would be presented to City Council for their review prior to advertising new public hearings. By informal consensus, each Councilmember indicated their individual support on these concepts.

Ordinance No. 29-2026 was withdrawn by staff, due to Council had provided further direction.

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Ordinance No. 32-2026 - Convenience Stores and Retail Gasoline Sales - City Manager Abbate highlighted the request included in the Council agenda packet. The request was to conduct the first reading and the first of two public hearings of Ordinance No. 32-2026 amending Convenience Stores and Retail Gasoline Sales in the zoning code.

Community Development Director Brad Parrish read 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) 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, for the first time by title only. (This was a legislative item)

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

Community Development Director Brad Parrish further highlighted information from the Council agenda packet. He also highlighted issues staff were working through and had identified in the City's current Code.

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

This was the first reading and the first of two public hearings on Ordinance No. 32-2026. The second reading and final public hearing was scheduled for the regular City Council meeting on October 13, 2026, at 6:30 p.m.

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Ordinance - Food Pantry - This item was withdrawn by staff.

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City Attorney Treasure read and reviewed the *Quasi-Judicial Rules of Procedure* with City Council.

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Conditional Use Permit (CUP) Application No. 2-2026 - 1018 and 1020 Orange Street - City Manager Abbate highlighted the request included in the Council agenda packet. The request was to consider Conditional Use Permit Application No. 2-2026 to allow warehousing/wholesale at 1018 and 1020 Orange Street within the Light Industrial and Warehousing (M-1) zoning district. (This was a quasi-judicial item)

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

Community Development Director Brad Parrish highlighted information in the staff report, the project's site plan on page 171, and other information included in the Council agenda packet.

Mayor Connors opened the public hearing.

Bruce Moia of MBV Engineering, on behalf of the property owner of CUP Application No. 2-2026, requested Council's approval. His client had invested a substantial amount of money in the property and desired having a tenant in place occupying the building on the site.

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

Motion:
Member Nelson moved to approve Conditional Use Permit Application No. 2-2026 to allow warehousing/wholesale at 1018 and 1020 Orange Street, as recommended. Vice-Mayor Cole seconded the motion and the roll call 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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Ordinance No. 30-2026 - Rezoning (REZ) Application No. 2-2026 - Farm Land at 1915 North Singleton Avenue - City Manager Abbate highlighted the request included in the Council agenda packet. The request was to conduct the second reading and the public hearing of Ordinance No. 30-2026 for property located at 1915 North Singleton Avenue from Single-Family Medium Density (R-1B) to General Use (GU) zoning district.

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 N 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, for the second time by title only. (This was a quasi-judicial item)

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.

Community Development Director Brad Parrish highlighted information in the staff report and other information included in the Council agenda packet. A site plan or concept plan was also referenced on page 201 of the Council agenda packet and which the staff report was based on this plan, but the applicant's concept plan had since been changed, as provided on page 228 of the Council agenda packet. The subject site of Rezoning Application No. 2-2026 was 7.5 +/- acres that was located on the south side of what was once part of a larger, 15-acre parcel, that was also discussed at the meeting.

Staff continued and highlighted their initial analysis and concerns for compatibility with the applicant's request, a prior land use change(s) approved by City Council in 2,000 A.D., when the subject property was previously part of a larger, 15-acre property and restrictions on the number of housing units (50 units) were placed on the property, which was more restrictive than the City's current Comprehensive Plan policies, etc. For this reason, staff advised that if City Council was inclined to approve *Rezoning Application No. 2-2026* and *Ordinance No. 30-2026*, that Council might also authorize an administrative rezoning to remove the restriction that was placed on the entire 15-acre property in 2,000 A.D. or via *Ordinance No. 31-2004* and prior to when the 15-acre property was subsequently (legally) split into two parcels.

Mayor Connors opened the public hearing.

Kristina Fitzsimmons requested Council approve the applicant's request for reasons related to the neighbors had indicated support, the applicant's intended use for farming would assist the City to offset flooding issues rather than the property being developed for residential purposes, etc.

Laurilee Thompson supported the applicant's request. She recalled the subject property was used for farming since the 1950s and the nearby neighborhoods developed in the 1960s enjoyed the agriculture atmosphere in their back yards, etc. She was also concerned that flooding in the City could be exacerbated if multiple homes were built on the property rather than being used for a farm.

Toni Shifalo supported the applicant's request. She commented that having an agricultural use in the City created memories for neighbors who enjoyed being able to view and live near cows and horses, etc.

Roger Molitor distributed information, which he read aloud. He owned the property on the north side at 3395 Parrish Road that was adjacent to the subject site of the rezoning application. He reviewed why he desired to keep his property zoned Single-Family Medium Density (R-1B) and to keep his land consistent and compatible with the City's Comprehensive Plan policy requirements. He indicated support of the applicant's request, but he made it clear he did not intend to request rezoning of his own property to General Use (GU) zoning, etc.

Motion:
Member Nelson moved to give Mr. Molitor two additional minutes to speak. Vice-Mayor Cole seconded the motion and it carried unanimously.

Mr. Molitor continued and highlighted some history of the subject site, he and a co-owner of the original 15-acres divided the property in 2006 and he retained the 7.5 +/- acres to the north, while his business partner took ownership of the 7.5 +/- acres to the south that was the subject site of Rezoning Application No. 2-2026, there was no agricultural use of the subject property since 2006, legal provisions related to farming in *Florida Statutes* Sections 823.14 and 193.461, etc.

Brief Council discussion ensued. Member Stoeckel confirmed Mr. Molitor did not actually support the applicant's request, due to the fact that an owner of land that was legally zoned for farming could do almost anything they wanted to with their property. Mr. Molitor supported agriculture, but he felt the applicant's request "was in the wrong place and it was in the wrong spot". Member Moscoso and Mr. Molitor discussed why Mr. Molitor desired to keep his property zoned Single-Family Medium Density (R-1B) zoning.

Al Barrett highlighted information from the Council agenda packet. In short, he supported the applicant's request.

The applicant, Justin Dunlap, offered rebuttal comments. He commented on the Planning and Zoning Commission's discussion on the matter. He also understood how Mr. Molitor felt and that regardless, Mr. Molitor might consider the suggested administrative rezoning to remove the 50 residential unit restriction that was placed on the entire 15-acre property prior to it being split into two properties and/or by the adoption of *Ordinance No. 31-2004,* which he felt would benefit Mr. Molitor's property. Mr. Dunlap advised he supported the suggested administrative rezoning of his property, too.

Council discussion ensued, as followed:

- City staff had mailed public hearing notices to property owners within 500 feet notifying nearby property owners of the public hearings and the applicant's request
- Whether the City would lose control of how many farm animals the applicant could have on their property, if Council approved the requested change to General Use (GU) zoning
- State Statutes preempted municipalities from enacting various rules against or on property zoned GU zoning.
- Whether the applicant could slaughter animals as part of farming operations or activities
- Staff highlighted information from page no. 188 of the Council agenda packet and other pages to address some of the questions and the use of agricultural land, etc.
- Councilmembers being torn by how the activities allowed to the full extent under the *Florida Right to Farm Act* and other *Florida Statutes* could become unpleasant for nearby neighbors in the future
- Whether the applicant could enter into a voluntary agreement to ease some of the concerns; however, legal and formal zoning set the firm legal formalities and the property could be sold at a later date
- Per the applicant, a corrected concept plan on page 228 of the Council agenda packet was accepted by the Planning and Zoning Commission
- Per the applicant, he used farming best practices and rules established by the U.S. Department of Agriculture (USDA) and/or the State of Florida Department of Agriculture, etc.
- There were other properties in the City with the GU zoning designation
- Some Councilmembers were unsure how they would vote. There was a concern about the unknown way in which the next (future) property owner of the subject property may use the subject property and whether the neighbors' opinions may change and that would no longer enjoy having agricultural use in their backyards
- One Councilmember indicated outward support of the applicant's request, recalling an example of when there was a large group of citizens that requested a former golf course near their homes be used as pasture for cows, etc., rather than allowing homes to be built

Council allowed the applicant, Justin Dunlap, to make additional rebuttal comments. Mr. Dunlap commented that farms everywhere were disappearing and being developed. Once gone, they (the farms) were gone. He also understood the concerns being expressed and that he was also interested in making his property a conservation easement in the future and to perpetuate protecting his property from future development.

Member Moscoso did not feel it was fair for Council to make decisions based on hypothetical future scenarios.

Mayor Connors requested more information on the cargo and shipping containers that were presently on the subject property. Mr. Dunlap advised these were refrigerated cargo containers and the two containers closest to the road were owned by the United Farmers Alliance – a nonprofit agency that helped provide food to food banks. He desired hiring local artists to paint the containers and spruce them up.

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

Motion:
Member Stoeckel moved to approve Ordinance No. 30-2026 for property located at 1915 North Singleton Avenue from Single-Family Medium Density (R-1B) to General Use (GU) zoning district, as requested by the applicant. Member Moscoso seconded the motion and the roll call vote was:

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

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

Subsequent Motion:
Member Stoeckel moved to direct staff to prepare an ordinance to complete an administrative rezoning to remove the 50 residential unit restriction that was placed on the entire 15-acre property prior to it being split into two properties by the adoption of Ordinance No. 31-2004.

The other property owner, Roger Molitor, had indicated support for this change during the comments he made earlier in the meeting.

Vice-Mayor Cole seconded the motion.

Mayor Connors requested point of clarification and confirmed whether the property would have to go through the rezoning process. Staff advised the process for administrative rezoning was to remove the 50 residential unit restriction, not change or remove the property's zoning designation(s). An administrative rezoning would also have to come back before Council at a public hearing.

The motion carried unanimously.

xxx

Ordinance No. 31-2026 - Rezoning (REZ) Application No. 4-2026 - 527 Indian River Avenue - City Manager Abbate highlighted the request included in the Council agenda packet. The request was to conduct the second reading and the public hearing of Ordinance No. 31-2026 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 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 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, for the first time by title only. (This was a quasi-judicial item)

On August 19, 2026, the Planning and Zoning Commission recommended approval, 7-0.

Community Development Director Brad Parrish highlighted information in the staff report and other information included in the Council agenda packet, including the rationale for the applicant's request, the request was consistent with the City's Comprehensive Plan, and staff recommend approval.

Mayor Connors opened the public hearing.

William Chivers, the applicant, was available to answer any questions.

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

Motion:
Member Nelson moved to approve Rezoning (REZ) Application No. 4-2026 for 527 Indian River Avenue and Ordinance No. 31-2026, as recommended. Vice-Mayor Cole seconded the motion and the roll call vote was:

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

The motion carried unanimously.

xxx

At 8:27 p.m., Mayor Connors called for a recess. He called the meeting back to order at 8:36 p.m.

xxx

ORDINANCES - FIRST READING

Comprehensive Plan Map Amendment (CPA) Application No. 1-2026, Comprehensive Plan Text Amendment (CPA) Application No. 2-2026 and Planned Industrial Development (PID) Rezoning with Master Plan – Space Coast Innovation Park Phase 3 - City Manager Abbate highlighted the request included in the Council agenda packet. The request was to conduct the first reading of the ordinances for Comprehensive Plan Map Amendment (CPA) Application No. 1-2026 and

Comprehensive Plan Text Amendment (CPA) Application No. 2-2026 and Planned Industrial Development (PID) Rezoning with Master Plan.

Community Development Director Brad Parrish read the following ordinances for the first time and by title only, as followed:

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 was a legislative item related to Comprehensive Plan Amendment Application No. 2-2026)

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 was a legislative item Comprehensive Plan Amendment Application No. 1-2026)

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 was a quasi-judicial item Comprehensive Plan Amendment Application No. 1-2026)

On September 16, 2026, the Planning and Zoning Commission (P&Z), acting as the Local Planning Agency, considered the applicant's requests and proposed ordinances for Comprehensive Plan Map Amendment (CPA) Application No. 1-2026, Comprehensive Plan Text Amendment (CPA) Application No. 2-2026 and Planned Industrial Development (PID) Rezoning with Master Plan – Space Coast Innovation Park Phase 3. The P&Z's recommendations were included in the Council agenda packet.

Community Development Director Brad Parrish highlighted information from the staff report(s) and other information provided in the Council agenda packet, some of which included:

- An overview of the Planning and Zoning Commission's recommendations
- A Master Plan originally submitted by the applicant used by staff to prepare the staff reports in the P&Z and the City Council agenda packets
- Why a Master Plan was required
- Details regarding the project layout, areas marked for open space, etc.
- There were three (3) main phases of the project reviewed against the City's Comprehensive Plan and if Council approved the requests on October 13, 2026, the site plan approval process was next
- Overview of a wetland exhibit and functional wetland scoring for wetlands on the property
- Staff had recommended four (4) conditions of approval outlined on page no. 306 of the Council agenda packet
- The applicant provided a *revised* Master Plan last week (week of September 13, 2026)
- The applicant recommended adding a fifth (5th) condition of approval provided on page no. 435 of the Council agenda packet, which stated

> "*the wetland mitigation would be in the City of Titusville for 15.59 acres with a functional value of 11.44 acres*".

Staff advised they needed clarification on the 5th condition of approval suggested by the applicant, so there were no ambiguity or interpretation issues in the future.

There were several individuals that submitted public speaking cards. A substantive amount of details and information was discussed, as highlighted and followed:

Kinan Husainey of Kimley Horn & Associates, on behalf of the applicant and Phase 3 of Space Coast Innovation Park, gave an abbreviated presentation that highlighted information on the plans for the project's wetland conservation proposal to clarify staff's question on a fifth (5th) proposed condition.

Per Member Stockel's request, Mr. Husainy reviewed his viewpoints the Planning and Zoning Commission's (P&Z) recommendations, etc.

Member Moscoso liked the idea of having a conservation easement in the City that was discussed by the applicant. She desired more information on this concept, to which Mr. Husainy gave the rationale for proposing the fifth condition to hold the applicant accountable on what the applicant

said they would do and the applicant could not start the process toward a conservation easement or commit to identifying specific parcels yet. General property acquisitions could take up to 90 to 120 days. He advised that approval for use from and for the airport was still needed, etc.
Member Nelson and Mr. Husainey briefly identified and discussed a drawing in the applicant's presentation and provided on page 374 of the Council agenda packet.

Laurilee Thompson distributed information. She read from a prepared statement that discussed her concerns on wetlands, acreage, functional gain units, uplands were valuable, concerns for removal of wetlands, lowering the ability of wetlands to absorb stormwater, an email from the applicant that discussed these matters, being uncertain about the applicant's proposal for wetland mitigation, etc.

Motion:
Member Nelson moved to give Ms. Thompson one additional minute to speak. Vice-Mayor Cole seconded the motion and it carried unanimously.

Ms. Thompson continued. She expressed concern about where stormwater would drain and in relationship to the amount of impervious surface she estimated for the project, future heavy rainfall events, rainy seasons, etc.

Mary Sphar read from a prepared statement that discussed the importance of getting the project's wetland mitigation plans correct and to have them carefully reviewed, including by Legal staff. She also felt staff should provide more detail and comments in their analysis of *Comprehensive Plan Future Land Use Element Policy No. 1.16.4* and the proposed Comprehensive Plan Amendments, etc.

Mayor Connors invited the applicant to comment further.

Kinan Husainy of Kimley Horn & Associates, on behalf of the proposed Comprehensive Plan Amendments commented on some of the Council's concerns on stormwater management, permitting and meeting all of the requirements of the St. Johns River Water Management District (SJRWMD), the applicant was following City Council's desires indicated at a prior City Council meeting in July 2026, including to find a property parcel(s) inside the City limits for wetland mitigation purposes, the applicant needed Council's approval of the requests to move forward, etc.

Mayor Connors was supportive of an original or prior site plan that was sent to the State for the project. Concerning wetlands, he did not support removing the upland portions. Concerning conservation, Mayor Connors "still expected it in the City" and he also supported the ability for the applicant to get wetland credits; however, he desired moving forward with the applicant's original site plan or what was originally proposed. Mayor Connors also desired having a "like-for-like exchange of 15 acres" regarding wetland mitigation and the applicant could "keep the rest" (mitigation credits indicated) for future development elsewhere, etc.

Member Nelson supported Mayor Connors' comments and she, too, desired moving forward with the applicant's original site plan or what was originally proposed, etc.

Mayor Connors felt that the wetland mitigation plans or requirements should be met at the time of *site plan* and not at the time of *building permit(s).* Some of the other Council indicated agreement.

Additional discussion and questions ensued on:

- One Councilmember being pleased that 23 acres of uplands were to be preserved
- If property was purchased, the airport would own the property and a conservation easement in favor of St. Johns River Water Management District (SJRWMD) would be provided on that parcel
- What happened if or when the property was developed in the future and whether additional wetlands would be required to be purchased for wetland mitigation requirements
- The difficulty of answering certain questions, until further due diligence could be performed to judge or score the grade of the proposed conservation easement, wetlands, and the grade/score of the uplands
- The applicant had proposed impacting some wetlands that would be "offset by the purchase parcel". The purchase parcel did have uplands onsite that would be included in mitigation calculations
- All plans must meet SJRWMD requirements
- Council was struggling during the discussion on the concept that the applicant previously vowed or indicated they would buy land in the City to use for wetland mitigation purposes, but now there was (seemingly) a change to this and Council was unsure of their support
- The applicant's approach and remedies to meet the requirements and providing flexibility, due to the applicant having not yet identified property to purchase for wetland mitigation
- Whether are not stormwater ponds and infrastructure could be placed in a conservation easement(s). More information needed to be obtained. The Titusville Environmental Commission (TEC) had also asked this question
- Uplands were an important part of wetland systems
- Site plan approval and additional mitigation in the City was the starting or focus point on the Mayor's viewpoint and site plan approval being conditioned upon property being purchased in the City, as well as a conservation easement being placed over it with/by SJRWMD
- Council was mostly on the same page in their concerns, but there may be differences in thinking, too
- Access to property was a lingering question. Staff could not immediately answer a question asked about whether the City could have *access* and use a piece of property purchased for wetland mitigation to offset flooding issues. There were variables. It could depend on the SJRWMD, it may require having agreements in place with the property owner(s), etc.

This was the first reading only of *Ordinance Nos. 33-2026, 34-2026,* and *35-2026*. The public hearing was scheduled for the regular City Council meeting on October 13, 2026, at 6:30 p.m.

xxx

Ordinance No. 36-2026 - Live Local Ordinance - City Manager Abbate highlighted the request included in the Council agenda packet. The request was to conduct the first reading of Ordinance No. 36-2026 - Live Local.

Community Development Director Brad Parrish read 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, for the first time and by title only. (This item is legislative)

The Planning and Zoning Commission would hold a public hearing on October 7, 2026.

Community Development Director Brad briefly highlighted the rationale for the proposed ordinance.

This was the first reading of *Ordinance No. 36-2026*. The public hearing was scheduled for the regular City Council meeting on October 13, 2026, at 6:30 p.m.

xxx

Ordinance No. 37-2026 Administrative Approval of Plats and Replats - City Manager Abbate highlighted the request included in the Council agenda packet. The request was to conduct the first reading of Ordinance No. 37-2026.

Community Development Director Brad Parrish read 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, for the first time and by title only. (This item is legislative)

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.

Community Development Director Brad briefly highlighted the rationale for the proposed ordinance.

This was the first reading of *Ordinance No. 37-2026* only. The public hearing was scheduled for the regular City Council meeting on October 13, 2026, at 6:30 p.m.

xxx

OLD BUSINESS

State Appropriations / Lobbyist Project Follow-up - City Manager Abbate highlighted the request included in the Council agenda packet. The request was to provide direction on projects to move forward with State appropriation (budget) requests and having a list of items important to City Council for the City's Lobbyist to champion on the City's behalf.

On September 8, 2026, City Council requested scheduling an upcoming agenda item to discuss and prioritize projects for the City's Lobbyist efforts in Fiscal Year (FY) 2027. In response to this directive, a list was provided in the Council meeting agenda packet that had been reviewed by staff and Jason Steele, the City's Lobbyist. If approved to move forward, the agreement with the City's Lobbyist would also be brought back to City Council at their next regular meeting.

Council discussion ensued with Lobbyist Jason Steele and City Manager Abbate, as followed:

- Adding the widening of South Street/State Road 405 and stormwater projects on the State appropriation requests
- Prioritizing projects and preparing for making budget requests
- The importance of the City having "shovel ready" projects ready, which required matching funds
- An overview of Mr. Steele's upcoming timeline and estimate for his work and collaboration with others to assist the City to obtain State appropriations (funding) for City projects
- The Lobbyist's recommendation to have a focused and reduced number of budget requests, so that the City did not inundate the State with a large number of requests and hoping the City's requests would be palatable to the Florida Legislature
- Senator Mayfield had agreed to champion State appropriations on the Senate side for all of the City's decisions on its budget requests; however, City Council was asked to assist with identifying who could assist from the House of Representatives
- Once a finite list of budget appropriation requests was narrowed down as determined by City Council, the next step was to meet with the Senate and House Representatives to get an indication of whether the State Legislature might approve the City's requests
- Championing State appropriations in FY 2026 had been successful all the way until, for whatever reason, the Governor did not approve the City's request for State appropriations

- There was hard work ahead. A new Governor would also be elected in November 2026
- Staff would create a narrative for a newly added request for the widening of S.R. 405
- Requests related to public safety were typically considered more favorably, per Mr. Steele
- About timeline, organizing preparation meetings with City Council soon after the General Election in November 2026 or starting in January 2027 was requested by one Councilmember and discussed with Mr. Steele

Discussion continued on preparing for State appropriation requests in FY 2027, as followed:

- The importance of being clear, precise, and organized
- The City presently had 14 items on its list for State appropriation (budget) requests
- 14 budget requests were too many, per Mr. Steele. Instead, he recommended 4 to 6 requests and keeping the requests within a manageable group, with the specific amount of funding and numbers the City would request
- The Speaker of the House would determine the deadline for when State appropriations would need to be submitted for the 2027 State Legislative Session
- On the Senate side, there was no deadline and budget requests could be submitted up to the last minute during the State Legislative Session
- There were multiple individuals and committees serving in various capacities at the State level that would view or consider the City's appropriation (budget) requests
- Reiterating the importance of being extremely prepared before taking the City's budget requests to the State---being clear, organized, and financially accurate in use of numbers
- The critical importance of having a strong writer to assist with requesting State appropriations, almost like an artificial intelligence (A.I.) writer (but not an A.I. writer) that could produce the budget requests with the information that he and the State needed to "*really pull at the heart strings of the people making the decisions*", but not in a bluffing or soft way, but rather in a factual way
- Scheduling an upcoming and Special City Council meeting(s) to have further discussion

Additional discussion ensued on:

- Being careful to avoid overlapping another agency with the same request, such as the local Transportation Planning Organization (TPO) may make a request for State appropriations for the *widening of S.R. 405*, which was the 14th item added to the City's current list
- Receiving a prior and successful example of a request for State appropriations, which per Mr. Steele, City staff had written requests for State appropriations in the past and they were of high quality and successful, so much so that they were more impressive than requests he and colleagues had seen from other cities
- One Councilmember suggested assigning Councilmembers to individually dividing, championing, and researching the stories for each of the projects that might end up on the "short list" of requests to the State in FY 2027

- Stormwater projects were not presently on the list, only because the City did not have "shovel ready" projects prepared at the moment; however, it was important to move forward if at all possible
- The importance of safe public facilities
- The importance of telling Titusville' story, nearby assets, problems with flooding, etc.
- Paying attention to what became important to the House, the Senate, and the Governor. This information could be used to begin crafting the City's State appropriation requests

In summary, Council provided direction for Mr. Steele to continue to move forward with discussions with staff to narrow down the state appropriation requests. Additionally, Council discussed adding a special meeting (workshop) in lieu of a City Council presentation meeting at 5:30 p.m. after November of 2026 for further discussion.

xxx

Property Accessed Clean Energy (PACE) Program Follow-up - City Manager Abbate highlighted the request included in the Council agenda packet. The request was for Council to provide direction on the Property Accessed Clean Energy (PACE) Program for properties within the City of Titusville. This agenda item was scheduled as a follow-up to a presentation provided to City Council on July 28, 2026, at 5:30 p.m.

The PACE Program was a financing tool available to property owners to make energy improvements, repairs following hurricanes, etc. PACE was a loan program that was repaid by individual property owners as a non-ad valorem special assessment that was placed on the property's regular tax bill, etc. PACE loans were also paid over a fixed term.

To make the PACE program available within the City, an interlocal agreement would be necessary with the service provider. Additionally, an ordinance or specific resolution must be passed by City Council explicitly approving the program.

Matthew Choy of Renew Financial, Mark Scheffel of Ygrene Energy Fund, and other associates or colleagues were present and available to answer questions. Council discussion ensued with the program representatives, as followed:

- Why Brevard County previously chose not to enter into an agreement for the PACE Program
- Background information provided by the program representatives indicating that other individuals that championed the PACE program around the State several years ago, allegedly did not seek local government approval and from their viewpoint, this did not correctly follow the PACE program guidelines or legal rules in their interpretation of the law
- The above viewpoint was allegedly why the Brevard County Tax Collector did not support the PACE Program years ago, when Brevard County considered the PACE Program
- It was important to "do the right thing" and seek local government approval, even though there was an indication that a judge in north Florida allegedly indicated the PACE Program did not require or indicate that local government approval was required

- The issues provided in the background information had since become a moot point or had been overcome through subsequent State legislation, etc. that addressed previous issues

Discussion continued on:

- In July 2026, City Council expressed a concern that some homeowners that may enter into an individual agreement for a PACE program loan, but may unintentionally lose their home, if the terms on the repayment of the PACE loan were not satisfied, etc.
- The PACE Program was now federally and state regulated and must adhere to many and various consumer protection laws, notice requirements, etc.
- There were heightened communication tools used by the PACE program to increase consumer comprehension and understanding about the loan program
- The PACE program would issue quarterly reports to the City of Titusville that would include information, such as types of assessments, costs of assessments, etc.
- The City needs to tell the PACE program who they should send the quarterly reports to at the City
- One Councilmember's fear that PACE loans were too easy to obtain and that a property owner that may not be able to afford to pay off his or her loan
- Financing was tied to confirming income and the property owner having equity in the home, based on statutory language
- Financing was not tied to a property owner's credit
- Property owners could get a loan for 20% of the property's value
- Interest rate information varied on the program website that indicated a 6 to 12.99% interest rate, which was different that the interest rate in the program presentation of 8 to 9%. The concern was that homeowners may not understand or be confused about the loan terms
- There were guardrails, as reviewed and discussed, to address the concern on interest rate, etc.
- At the end of the day, the idea was to provide tools for individual property owners to utilize should they need assistance making improvements to their homes
- Contractors did not get paid until the improvements were made
- PACE improved the quality of the home and which assisted with resale value
- An example where it was approved in Satellite Beach
- There was no penalty for paying off a PACE loan earlier than scheduled on the loan repayment schedule
- The City Council could opt out of participating in the PACE Program at any time. This was provided in the *Florida Statutes*. To do this, the City Council would need to convene and vote to opt out of the PACE Program, per Mark Scheffel of Ygrene Energy Fund

Additional discussion continued with Council weighing and struggling with the question of whether the City Council should enter into an agreement on behalf of the citizens and whether the concept was in the best interest of the citizens. One Councilmember noted the septic to sewer requirement may be costly for individual property owners. The Councilmember was supportive of at least trying the program to assist the residents.

Motion:

Member Nelson moved to direct the City Attorney to work with PACE to prepare a resolution and an interlocal agreement with a 30-day reporting requirement for the City Manager. Member Stoeckel seconded the motion and the roll call vote was:

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

The motion carried, by a vote of 3-Yes to 2-No.

xxx

2-Way Text Communications Follow-up - City Manager Abbate highlighted the request included in the Council agenda packet. The request was to provide staff direction on the implementation of the text system, which would be brought back at a future City Council meeting.

Ilya Arbit submitted a public speaking card. Mr. Arbit felt there were more budget friendly and modern communication tools the Council may consider, such as cell phone apps, etc.

Mayor Connors commented on his desire to bring the concept forward, utilize current technologies, and taking small steps toward these completing goals. Council discussion ensued on the following:

- Looking at the Brevard County emergency operation alert system as a model
- This topic was on the Council's Strategic Plan goals and objectives for the last 10 years
- Social media had been used for many years to increase communication with citizens
- Council members were sometimes contacted by citizens to assist them with reporting issues
- The concept of having a streamline and unified system where citizens could report issues directly (direct inbound reporting)
- A desire for citizens to receive alerts on their cell phones, just like individuals could subscribe to Brevard County Emergency Management Operations to receive texts directly
- A desire to have matrix and to track and document current communication activities and to add the 2-way text communications, if it was approved and added to the City's communication methods
- We lived in a world now where everyone wanted an instant response. It could be overwhelming
- Citizens did not always check the City's website for information, which one Councilmember equated was like installing a billboard in the desert; no one would see it
- Issues like boil water notices, road closures, trash pick-up changes were important to broadcast as many ways as possible to keep citizens informed
- Seeking costs and Requests for Proposal (RFPs) was ahead, if Council agreed
- Seminole County used electronic mobile billboards on their roadways to post information to their residents

- Sheriff departments or some public agencies used the *Everbridge System* to publish missing person notices, etc.
- The *Everbridge System* was a cloud-based critical event management and mass notification platform used by governments, hospitals, and others to send rapid, targeted emergency alerts
- The *Everbridge System* was limited on what information could be "put out" from that system and cities were prohibited from using this system to publish information on general events, upcoming events, etc.
- When there was a boil water notice, City staff were required to physically travel out to every affected property and post a notice on the front door of the residence, etc. The indication was this was required by the Florida Environmental Protection Agency (EPA)
- Being open to other communication tools and options on the principle of "*we don't know, what we don't know*"
- The City's water and sewer asset management system had an app attached to the system that would be deployed and implemented once it was ready to provide notices to the community

Council provided consensus approval for staff to move forward focusing on the outbound notifications using the text-message (SMS) based citizen communication platform, but also reviewing other options including inbound communication that will allow residents to text in their concerns, etc. This will be brought back to Council at a future meeting.

xxx

NEW BUSINESS

Puppy Mills - The request was to provide further direction on the definition of puppy mills. City Manager Abbate highlighted information he received from the Community Development Director, who was unavailable.

Council began a brief discussion indicating they did not feel there was an issue based on some of their individual research, inquiries, and viewpoints.

There was one housekeeping task due to the late hour. It was 10:30 p.m.

Motion:
Member Nelson moved to extend the meeting until 11:00 p.m. Vice-Mayor Cole seconded the motion and it carried unanimously.

Council came to a consensus to not move forward on the topic of puppy mills.

xxx

City Attorney's Evaluation – Council completed an evaluation of the City Attorney. Mayor Connors distributed information. City Council Members provided individual feedback from their various viewpoints, some of which discussed City Attorney Treasure's impressive knowledge of

the law, support of hiring an Assistant City Attorney, key accomplishments, etc. Council Members also discussed their individual desires and views related to receiving quarterly updates on litigation and/or risk, keeping Council continuously informed on matters that may be occurring in the community and case law to offset any potential future liability, the City Attorney deferred to City Council who set or approved legislation and policy, the City Attorney worked to save the City money and one example was a large cost savings related to City Attorney Treasure's handling of a matter involving litigation and the Florida Municipal Insurance Trust (FMIT), etc.

In addition, City Attorney Treasure thanked City Council for the opportunity to serve the City. She enjoyed working for City Council and the City of Titusville. She also commended and praised her staff and their professional abilities, as well as her enjoyment of working with all City staff, growing these professional relationships, the importance of teamwork, etc.

xxx

City Manager's Evaluation - Council completed an evaluation of the City Manager. Mayor Connors distributed information. City Council Members provided individual feedback from their various viewpoints, some of which discussed City Manager Abbate's impressive fiscal and growth management abilities, quick responsiveness, managing the City while simultaneously navigating unique dynamics, demands, and challenges, community outreach and information management abilities, embracing different ideas, having a high level of integrity and ethics, compassion and genuine desire to find solutions, warmth shown with the community, the City Manager did not make excuses and he was willing to listen to different perspectives and look ahead (prevention) to offset and solve issues, etc.

In addition, Council discussed the atmosphere and challenges that were occurring simultaneous with when City Manager Abbate began in his new position. The role required providing stability to an entire organization, while balancing the viewpoints of five City Council Members. The Council also discussed conducting a forensic audit and hiring an organizational consultant to get to the root cause for why there had been a particular issue earlier in the year, the importance of bringing innovative and cost saving ideas, such as in the area of employee benefits consulting and procurement, the importance of transformational and visionary leadership, accountability and controls, providing budgeting option scenarios and service level impacts, providing continuous updates to Council when issues like heavy rains occurred to assist with citizen concerns, etc.

It was 10:30 p.m.

Motion:
Member Nelson moved to extend the meeting until 11:15 p.m. Member Stoeckel seconded the motion and it carried unanimously.

City Manager Abbate thanked City Council. It was his goal to take Council's feedback and to do a better job each day.

xxx

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

Laurilee Thompson, Chairperson of the Titusville Environmental Commission (TEC), read from a prepared statement that discussed that the TEC had been working for the past year preparing to make suggestions to change language in the City's *Comprehensive Plan* to address concerns about wetlands. The suggested changes were intended for the *Future Land Use Element* (FLUE) and the *Conservation Element* of the City's *Comprehensive Plan*. The purpose of making changes was to ensure the policy language was consistent throughout the document.

In addition, Ms. Thompson advised the Titusville Environmental Commission (TEC) desired continuing the momentum and making additional policy language suggestions, due to the community being concerned about flooding and drainage. For this reason, her request was for City Council to direct Public Works Director Sandy Reller to improve the stormwater language in the *Comprehensive Plan*, specifically in the *Infrastructure* and *Conservation Elements* of the *Plan*.

Ms. Thompson further praised City staff that served and supported the TEC in their work. She also looked forward to when *Senate Bill (S.B.) 180* might expire, so that City Council could formally approve certain policy changes. Additionally, Ms. Thompson stated the TEC was not suggesting content changes in so much as they desired the language in the aforementioned policies be consistent with one another.

Mayor Connors advised that he researched another city's codes on *flood plain protection* earlier in the day (the city's name was not specified) and there were some interesting "take-aways". He would also be happy to sit down with Ms. Thompson or the TEC and provide information from other communities around the State on "best practices" that might be incorporated into the City's Codes.

Ms. Thompson advised that once the TEC provided recommendations on changing the City's *Comprehensive Plan* and if their recommendations were adopted by City Council, the next step was to make changes to the City's *Land Development Regulations (LDRs)* and to ensure the language policy in both documents was consistent with one another. Ms. Thompson was not sure the City had the "technical expertise" to handle making the changes to the *LDRs*, but "it could try".

Ms. Thompson also felt there were good examples in other communities.

Motion:
Member Nelson moved to direct the Titusville Environmental Commission (TEC) to work with Public Works Director Sandy Reller to improve the stormwater language in the *Comprehensive Plan*, for the *Infrastructure* and *Conservation Elements*, as requested by TEC Chairperson Laurilee Thompson. Member Moscoso seconded the motion.

There were no individuals that desired speaking on the proposition.

The motion carried unanimously.

xxx

Robert Goltz, President of the Titusville Area Chamber of Commerce commented on a two-way communication program called *SeeClickFix.* The cities of Key West, Miramar, Pembroke Pines and other cities in south Florida used this two-way communication tool to communicate with their citizens.

In addition, Mr. Goltz felt there was an issue with puppy mills in Titusville. The issue was not at or within stores, but instead, the issue was at home-based dog breeding operations. He advised the American Kennel Association provided guidelines for operating kennels, and the association could provide policy language for the local government's consideration. He also reported receiving four or five phone calls from the community in the last two months on concerns for puppy mills and bad (poor quality) animals that came from puppy mill operations.

Mayor Connors and staff discussed his questions on Code Enforcement, whether dog breeders had a business tax receipt to operate a home-based business, and upon learning about locations where there may be unlicensed dog breeding operations, staff could work with Brevard County Animal Services to address.

xxx

MAYOR AND COUNCIL REPORTS

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

xxx

Council Reports - Council Members provided individual reports.

xxx

Member Moscoso – No report.

xxx

Per Member Nelson's request, Mayor Connors highlighted information on a matter where Port Canaveral had agreed to lease land to Brevard Zoo to build an aquarium. The community had been actively fundraising for some time to financially support the costly goal of building an aquarium.

Then, in November 2025, Port Canaveral went to the Florida Department of Transportation (FDOT) and made a request for fly-over or road (indicated) to support their goal of building a new port entrance to host the next big (new) cruise ship. The fly-over or road (indicated) was directly over the space intended for the aquarium and this did not "sit well" with the community or the Space Coast Transportation Planning Organization (SCTPO), also because the Port did not jointly plan their goals with the SCTPO and the community, etc.

To this, Mayor Connors advised the Port subsequently completed a presentation to the SCTPO and there were tough conversations. Mayor Connors hoped the Port would change their plans, because there were some that felt an aquarium located below a highway was not the best place. There were

also questions on whether the aquarium's financial donors would be excited to learn it may be located under a highway. He now hoped remedies would come forth to address this concern. Also, because any funding from FDOT should be used wisely.

xxx

Vice-Mayor Cole – No report.

xxx

Member Stoeckel commented on receiving an email from an individual with questions on having an indoor amusement business. Member Moscoso advised she received the email and guided the individual to contact the Community Development Director.

xxx

Member Stoeckel commented on a prior idea from Mayor Connors of eliminating the Office Professional (OP) zoning district and converting it to the Community Commercial (CC) zoning district that allowed office use, restaurants, etc.

It was 11:15 p.m.

Motion:
Member Stoeckel moved to extend the meeting until 11:30 p.m. Member Nelson seconded the motion and it carried unanimously.

Member Stoeckel advised she would support converting Office Professional (OP) zoning to Community Commercial (CC) zoning for office use, restaurants, etc. Mayor Connors commented on reasons why he felt there were many commercial properties for sale. The parcel size of many properties was small and created in the 1950s and by his estimate, it may be difficult to develop these properties due to compliance with present day setback and other Code regulations may be challenging.

Motion:
Member Stoeckel moved to provide advisability to review consolidating some of the City's zoning districts to allow more flexibility, specifically with the Community Commercial (CC) zoning district. Vice-Mayor Cole seconded the motion.

There were no individuals that desired speaking on the proposition.

The motion carried unanimously.

xxx

Member Stoeckel further commented on the City Manager's Evaluation. Member Stoeckel also stated that City Managers were good stewards of money, innovative, and created cost savings for the citizens, etc.

xxx

Mayor Connors requested Council's consideration on an earlier conversation about indoor amusement. Member Nelson indicated her support. Mayor Connors further commented that from internal conversations he had with staff, the Council needed to vote on providing direction as the governing body over policy changes. One Councilmember alone could not provide such a directive (could not determine the City Council's priorities, use of staff time, etc.).

Motion:
Member Nelson moved to direct staff to explore allowing indoor amusement as a permitted use in other zoning districts. Member Stoeckel seconded the motion.

There were no individuals that desired speaking on the proposition.

The motion carried unanimously.

xxx

Mayor Connors requested Council's consideration of an idea to facilitate allowing the Space Coast Academy (a higher education institution) to come to Titusville, perhaps in the Planned Industrial Development (PID) zoning district, if it were appropriate use in PID, etc. One idea or recommendation was to draft a resolution advocating for the Space Coast Academy and/or amend the Code for Planned Industrial Development (PID).

Motion:
Member Nelson moved to direct staff to add an agenda item to the next Council agenda to discuss the City's options that would allow the Space Coast Academy to come to Titusville. Vice-Mayor Cole seconded the motion.

There were no individuals that desired speaking on the proposition.

The motion carried unanimously.

xxx

CITY MANAGER'S REPORT

City Manager's Report - City Manager Abbate provided his written report. All items were informational only. City Manager Abbate also advised the Internal Auditor's Report on the *Fiscal Year (FY) 2025 Procurement Card (P-Card) Audit Report* would be posted on the City's website for the public to view the next day on September 23, 2026.

xxx

CITY ATTORNEY'S REPORT – None.

xxx

With no further business to discuss, the meeting adjourned at 11:25 p.m.

_____
Andrew Connors, Mayor

ATTEST:

_____
Wanda F. Wells, City Clerk

The City Council of the City of Titusville, Florida met in regular session in the Council Chamber of City Hall, 555 South Washington Avenue, Titusville, Florida 32796, on Tuesday, October 27, 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

Comprehensive Vulnerability Assessment - No action was requested. City Manager Abbate introduced and highlighted the purpose of the agenda item. Sustainability Coordinator Lily Galleo and Scott Deitche with Geosyntec Consultants provided information on a $135,000 *Resilient Planning Grant* obtained from the Florida Department of Environmental (FDEP) that would be used by the City to conduct a resilient vulnerability assessment. Additionally, Mr. Deitche gave a presentation that highlighted information on vulnerability assessment, exposure and sensitivity analysis, exposure analysis map, priority flooding areas, priority assets, next steps, etc.

Brief discussion ensued on an FDEP exposure model map for areas indicated were vulnerable for flooding, how the City's *1966 Stormwater Master Plan* was used in the consultant's work, which the consultant advised was used as a touchstone document to inform and study the flooding issues from this prior era, a vulnerability assessment was prescriptive and considered many, significant, land use changes during the last 50-60 years, substantive data was collected in the study, etc.

Staff advised the exposure model map(s) were being shared by the Titusville Environmental Commission (TEC) and City staff at many community outreach events, citizens could view the map(s) on the City's website, staff pushed out and communicated as much information as possible on these matters, so that residents could be better informed on level of risk, etc.

xxx

Low Impact Development: Updates and Changes - No action was requested. City Manager Abbate introduced and highlighted the purpose of the agenda item. Sustainability Coordinator Lily Galleo gave a presentation and status update on the City's Low Impact Development (LID) regulations and why changes in the Code were desired. She also reviewed information on the LID adoption rate data, best management practices (BMPs) and incentives that were most used at present and according to City zoning and land use categories, etc.

Discussion ensued on whether trend information was available on use of Low Impact Development (LID) and the Area of Critical Concern (ACC), whether staff had ideas on ideas to increase the use of LID, developers revealed information on their "pain points" during project discussions, learning the most frequent mentioned "pain points", such as developers did not want to hold extra meetings with the City, developers wanted their projects to move along timely and that processes were certain, it took time for developers to learn about the City's LID incentives (unique to Titusville) and only a small and growing number of cities and Volusia County had followed in the growing trend and modeled their LID policies after Titusville, there was a learning curve and the development community needed time to learn about and consider LID, making continuous improvements, etc.

xxx

Petitions and Requests from the Public Present –

Stan Johnston distributed information. He commented on concerns about flood damage, getting a flood report that was indicated was forthcoming, whether dams at the senior center were legal, the consultant should answer his questions on the dams, etc.

Al Barrett commented on his dislike of derogatory and bullying comments made about Council by individuals. He respected the Council and felt they should be respected for reasons explained.

Kathleen O'Rourke supported Mr. Barrett's comments also from her viewpoint.

Michael Lynch distributed information. He requested the City withhold any funds that may have been appropriated to Mainstreet Titusville, until two of its board members were replaced. He also commented on the importance of ensuring financial stewardship, etc.

Laurilee Thompson supported updating the City's Low Impact Development (LID) incentives. She desired offering LID options for developers to choose from, but making use of LID mandatory. She also desired giving credits for vegetative buffers and counting them toward open space.

Toni Shifalo commended staff on their collaborative authorship of City ordinances.

xxx

With no further business to discuss, the meeting adjourned at 6:08 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 Board**

Department/Office: City Clerk

Recommended Action:

Appoint one (1) alternate member to the Historic Preservation Board with an unexpired term to expire on October 31, 2028.

Summary Explanation & Background:

The Historic Preservation Board: There are seven regular members and two alternate members appointed by City Council. Whenever possible, members of the Board shall be residents of the City of Titusville for at least one year; however, to meet State Certified Local Government Guidelines, up to three of the seven regular members shall not be required to meet the residency requirements as outlined in the Code, Section 2-51. City Council shall appoint members to the Board that have an interest or experience in Historic Preservation. Whenever possible, City Council shall appoint members from the following organizations, professions, or groups: (1) Local historian, and/or architectural or art historian; (2) Architect; (3) Urban and regional planner; (4) Landscape architect; (5) Lawyer; (6) Engineer and/or building contractor; (7) Realtor and/or property appraiser; (8) Interested residents of City historic districts; and (9) Brevard County Historic Preservation Commission.

There are two applications on file for consideration.

Kristine Boland (Engineer and/or building contractor, Realtor and/or property appraiser, and Interested residents of City historic districts) (non-resident) has expressed her willingness and desire to serve on this board as an alternate member with an expired term to expire on October 31, 2028.

Malinda Villain (Local historian, and or architectural or art historian, and interested residents of City historic districts) (resident) has expressed her willingness and desire to serve on this board as an alternate member with an expired term to expire on October 31, 2028.

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Boland, Kristine Board Application (non-resident)
2. Villain, Malinda Board Application

RECEIVED OCT 26 2026

CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM

Please type, if possible (or print clearly) **Date** 10/26/26

Legal Name: BOLAND KRISTINE A.
(Last) (First) (M I.)

Address. Home 2755 ARMADILLO TRL Zip Code 32780
TITUSVILLE, FL

Business. BOLAND CONSTRUCTION INC Zip Code 32780
KB REALTY INC

Telephone Home _____ Business 321.269.4633 Cell: 3215056966

Email Address: KRISTINE@KRISTINEBOLAND.COM

Employer SELF

Position/Occupation. REALTOR / CO-OWNER How Long 9 years

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

1 First Choice HISTORIC PRESERVATION BOARD
2 Second Choice _____
3 Third Choice. _____

Note Please complete the attached supplemental applications

Why do you desire to serve on the Board(s) indicated on your application?
I love and appreciate our citys history, charm and strong sense of community. I believe in responsible economic growth + historic preservation

Work Experience:
CO-OWNER OF KB REALTY for 9 years + CO-OWNER OF BOLAND CONSTRUCTION managing daily operations.

Education Post-secondary educational institutions attended

Name & Location	Dates Attended	Degrees Earned
(BCC) EFSC	2010-2012	N/A

Professional Licenses or Certificates Held

Title	Date Issued	Issuing Authority
SALES ASSOCIATE	4/04/2018	DBPR

Community Involvement:

Volunteer services, charitable fundraising, environmental conservation

Are you a member or participant of any community organizations? ☒ Yes ☐ No

If yes, please provide details

KEEP BREVARD BEAUTIFUL - NORTH ACTION TEAM
NORTH BREVARD ROTARY - MEMBER

Interests/Activities:

community revitalization, supporting local businesses, volunteering, community events

Personal/Professional References

Name	Address	Telephone
LAURELEE THOMPSON	PO BOX 307 MIMS FL	321.794.6866
SANDY JANKOWICH		321.693.4388

Potential Conflict of Interest:

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

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

MAYBE? BOLAND CONSTRUCTION PULLS PERMITS ON CITY PROJECTS through BSA online. (PROJECTS WITHIN THE CITY)

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

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

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

Please answer the following questions:

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

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

3 Are you a Registered Voter? ☒ Yes ☐ No (Staff verified E.C.)
If yes, provide Registration Number: 119857933 Date of Registration 7/02/2012

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

5 Have you ever served on a City Board? ☐ Yes ☒ No
If yes, which Board and when? _____

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

7 Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question ☐ Yes ☒ No
If you answered Yes to Question No 7, have your civil rights been restored? ☐ Yes ☐ No

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

APPLICANT CERTIFICATION

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

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

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

10/26/26 Kristine Boland

Date Signed **Applicant's Signature**

City Clerk's Office Use Only:

Date Application Received: 10/26/26

Receipt Acknowledged By: E. Campbell

RETURN COMPLETED APPLICATIONS TO:

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

Historic Preservation Board

Supplemental Application

Name of Applicant: KRISTINE BOLAND **Date:** 10/20/26

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

_____	**Local historian, and/or architectural or art historian**
_____	**Architect**
_____	**Urban and regional planner**
_____	**Landscape architect**
_____	**Lawyer**
X	**Engineer and/or building contractor**
X	**Realtor and/or property appraiser**
X	**Interested residents of City historic districts**
_____	**Brevard County Historic Preservation Commission**

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

CO-OWNER OF KB REALTY AND BOLAND CONSTRUCTION

Date Application Modified - 02-12-2025

CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM

RECEIVED NOV 05 2026

Please type, if possible (or print clearly) **Date:** 11-4-26

Legal Name: Villain (Last) Malinda (First) M (M.I.)

Address: Home: 236 Acorn Dr Titusville, FL 32780 Zip Code: 32780

Business: _____ Zip Code: _____

Telephone: Home: _____ Business: _____ Cell: 321-609-0381

Email Address: Mezzo Malinda@gmail.com

Employer Dixie Crossroads / Past and Presence Tours

Position/Occupation: Server/Manager, tour guide How Long: 15yrs/9mo

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

1. First Choice: Historic Preservation Board
2. Second Choice _____
3. Third Choice: _____

Note Please complete the attached supplemental applications

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

My passion is Titusville history, especially how we grew into our town today (concentration in Indian River City)

Work Experience:

Waitress, hostess, expo - Dixie Crossroads - 15 years
manager and tour guide - Past and Presence Tours - 9 months
docent - North Brevard Historical Society Museum - 1½ years (volunteer)

Education: Post-secondary educational institutions attended:

Name & Location	Dates Attended	Degrees Earned

Professional Licenses or Certificates Held:

Title	Date Issued	Issuing Authority

Community Involvement:

docent - North Brevard Historical Society Museum - 1½ years
board of directors - North Brevard Historical Society Museum - present

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

Interests/Activities:

researching history, reading old city newspapers and archives, theatre, music, the Titanic

Personal/Professional References:

Name	Address	Telephone
Laurlee Thompson		321-794-6866
Danielle Bowden		321-271-8388

Potential Conflict of Interest:

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

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

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

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

I cannot give proprietary information related to the tours without permission from/credit to Past and Present Tours.

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

(I do not forsee this being a problem)

Please answer the following questions:

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

2. How long have you lived in the City of Titusville (City Limits)? 15 Years

3 Are you a Registered Voter? ☒ Yes ☐ No (Staff verified EC.)

If yes, provide Registration Number 100902224 Date of Registration. 12/01/2004

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

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

If yes, which Board and when? _____

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

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

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

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

APPLICANT CERTIFICATION

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

1 This Applicant Information Form, when completed and filed with the City Clerk's Office, is a PUBLIC RECORD under Chapter 119, *Florida Statutes*, and, therefore, is open to public inspection by any person.

2. As an applicant, I am responsible for keeping the information on this form current and that any changes or updates to this form can be made by calling, faxing, writing, or visiting the City Clerk's Office.

3 As an applicant, I am aware that City and State law requires that members of certain boards file a detailed financial disclosure form.

4 The information provided on this form is true and consent is hereby given the City Council or its designated representative to verify any and/or all information provided.

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

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

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

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

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

11-4-26 **Date Signed** **Applicant's Signature**

City Clerk's Office Use Only:

Date Application Received: 11/5/26

Receipt Acknowledged By: E. Campbell

RETURN COMPLETED APPLICATIONS TO:

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

Historic Preservation Board

Supplemental Application

Name of Applicant: Malinda Villain **Date:** 11-4-26

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

X	**Local historian, and/or architectural or art historian**
_____	**Architect**
_____	**Urban and regional planner**
_____	**Landscape architect**
_____	**Lawyer**
_____	**Engineer and/or building contractor**
_____	**Realtor and/or property appraiser**
X	**Interested residents of City historic districts**
_____	**Brevard County Historic Preservation Commission**

Please provide additional information regarding the expertise/experience above: As a resident of the historic neighborhood of Indian River City, I have dedicated the past 2 years learning more about our city history. I am a docent and board member for the North Brevard Historical Society Museum, as well as manager and tour guide for Past and Present Historic Ghost Tours. My hobby is reading old city papers and I actively research our town history. History has always been my passion and preserving Titusville history has become my obsession.

Date Application Modified - 02-12-2025

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Task Order #KHWO0010 - Lemon Avenue and Orange Street Sidewalk**

Department/Office: Public Works

Recommended Action:
Approve Task Order #KHWO0010 to Kimley Horn and Associates, Inc. in the amount of $54,219 for design of infill sidewalks on Orange Street and Lemon Avenue within the Community Redevelopment Agency. Additionally, authorize the Mayor to execute the Task Order.

Summary Explanation & Background:
The Community Redevelopment Agency (CRA) previously budgeted funds for new sidewalk installations within the CRA district. Sidewalk gaps have been identified along Lemon Avenue and Orange Street. Due to right-of-way constraints, access concerns, and existing structural obstacles, staff requested a work order from Kimley-Horn and Associates to evaluate and design approximately 1,300 linear feet of sidewalk along Lemon Avenue and 1,350 linear feet along Orange St.

The proposed scope includes surveying, sidewalk design, drainage design as needed, permitting, and utility coordination. The work will result in construction plans and an engineer's opinion of probable construction cost.

Staff recommends that the CRA Board recommend City Council approval of the Kimley-Horn and Associates work order for infill sidewalks within the CRA district in the amount of $54,219.

Alternatives:
Do not move forward with the project.

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:
$173,452 104-5555-515-65-00-CR2401, New sidewalk installation project.

Strategic Plan:
Goal 1: Quality of Life
Goal 6: Community Design

Strategic Plan Impact:
Planning and designing infill sidewalks improves pedestrian accessibility, enhances the City's appearance, and supports community design goals.

ATTACHMENTS:
1. KHWO - Lemon Ave and Orange St Sidewalk Improvements- Signed
2. Renewal Letter- KH
3. Contract CO23Q006 - Kimley Horn & Associates Inc
4. Kimley-Horn & Assoc, Inc KHTO010

Kimley»Horn

October 2, 2026

Ashleigh Smith, P.E.
City Engineer
City of Titusville
555 South Washington Ave.
Titusville, Florida 32796

Re: Work Order # (WO#)
CO23Q006_Utility Services and Public Works Projects

Dear Ms. Smith:

Pursuant to your request, **Kimley-Horn and Associates, Inc**. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to **The City of Titusville** ("City") to provide engineering services for the Lemon Avenue and Orange Street Sidewalk Improvements Project (the "Project"). Our project understanding, scope of services, schedule and fees are as follows:

PROJECT UNDERSTANDING

Kimley-Horn understands that the City desires to design new sidewalk along Lemon Avenue, from Broad Street to Garden Street, and along Orange Street, from the eastern terminus near the railroad tracks to South Hopkins Avenue. The sidewalk improvements length along Lemon Avenue is approximately 1,300 linear feet and approximately 1,350 linear feet along Orange Street. The proposed improvements are anticipated to include new sidewalks on both sides of the roadway. Curb and gutter improvements and existing sidewalks will be evaluated to facilitate sidewalk construction and pedestrian connectivity. The design efforts are limited to work within the City's right-of-way or existing easements. Kimley-Horn will provide the services specifically set forth in the following Scope of Services.

SCOPE OF SERVICES

Task 1. Project Coordination

Kimley-Horn will provide project management and coordination services with the City, St. Johns River Water Management District (SJRWMD), and utility owners. This task includes one (1) project kickoff meeting and up to three (3) monthly progress/coordination meetings.

Task 2. Survey Data Collection

Kimley-Horn has retained the services of Voler Group, LLC to perform topographic survey for the project area. Refer to attached subconsultant proposal for additional information.

Task 3. Sidewalk Design

This task includes the horizontal and vertical design of approximately 2,650 feet of sidewalk along Lemon Avenue and Orange Street. Design components, consisting of sidewalk, curb and gutter, driveway connections, and related improvements, shall be designed in conformance with FDOT standards and ADA requirements.

Kimley-Horn will provide engineering and design services for the preparation of one (1) set of construction documents for the proposed sidewalks. The construction plans will be prepared in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Street and Highways (Florida Greenbook), and the FDOT Standard Plans. The construction plan and profile sheets will be prepared on 11" x 17" sheets at a horizontal scale of 1" = 40'. Various roadway elements such as pavement width, curbs, sidewalk, drainage elements, and right-of-way lines will be shown and dimensioned. The construction plans will be prepared based on topographic, known utilities, and right-of-way information. Existing utility information provided by utility owners as described in the Utility Coordination task below will be shown on the plan and profile sheets.

The construction plans will include up to three (3) typical sections to depict the edge of roadway, roadside buffer areas, sidewalk, curb and gutter, and other elements within the project area.

Cross sections will be developed at 50-foot intervals along the centerline of construction at a scale of 1" = 20' horizontal and 1" = 10' vertical. Existing underground utilities will be shown based on information provided by utility owners or as identified by survey information.

A level 1 Temporary Traffic Control Plan ("TTCP") will be provided with the construction documents and will consist of notes and references to FDOT standard plans. Detailed TTCP plans are not included in this task and can be performed as an additional service, if required.

Kimley-Horn will prepare roadway plan sheets, notes, and details as a part of the construction plans. The plans will consist of the following sheets:

- Key Sheet
- General Notes
- Summary of Pay Items
- Typical Sections
- Project Layout
- Plan and Profile Sheets
- Cross Sections
- Temporary Traffic Control Plans

The project submittal phases to the City will be at 60% and Final. Kimley-Horn will prepare an Engineer's Opinion of Probable Construction Costs based on estimated construction quantities at the 60% and Final submittal phases.

Task 4. Drainage Design

Drainage analysis and design will be in accordance with the FDOT Drainage Manual, and the St. Johns River Water Management District (SJRWMD) criteria.

Kimley-Horn will review existing permit information, evaluate existing drainage patterns, and identify potential impacts associated with the proposed sidewalk, curb and gutter, and grading. Kimley-Horn will perform hydrologic and hydraulic analyses necessary to assess roadway drainage, conveyance, and impacts to adjacent properties.

Drainage design may include modifications to existing roadside swales, culverts, storm sewer systems, inlets, and other drainage infrastructure required to maintain positive drainage and mitigate project impacts.

The results of the analysis and supporting drainage calculations will be documented and submitted to the City. The construction plans will depict the proposed grading, drainage conveyance systems, erosion and sediment control measures.

As part of the construction plans, Kimley-Horn will prepare drainage sheets, notes, and details. The plans will include the following sheets:

- Drainage Map Sheet(s)
- Drainage Structure Cross Section Sheet(s)
- Miscellaneous Drainage Detail Sheet(s)
- Erosion Control Plan Sheets
- Stormwater Pollution Prevention Plan (SWPPP) Sheet(s)

Task 5. Permitting

It is anticipated that the sidewalk improvements will be exempt from a SJRWMD Environmental Resource Permit (ERP). Kimley-Horn will prepare the permit exemption application associated with the SJRWMD submittal. Kimley-Horn will respond to up to two (2) requests for additional information (RAI) from the SJRWMD. Any permit fees or mitigation costs will be the responsibility of the City. Permitting services beyond the requirements outlined above will require additional scope and fees.

Task 6. Utility Coordination

Existing underground utilities will be shown on the plan sheets based on information provided by the Utility Agency Owners (UAOs) or as identified in the topographic survey. This task does not include utility adjustment sheets, master utility plan, proposed utility design, utility permitting, or utility construction plans, which can be performed as additional services if required.

Kimley-Horn will provide utility coordination services, as described below:

- A design ticket will be obtained to develop a list of UAOs possibly involved in the described project. One (1) field visit will be performed to visually evaluate the project.
- Create and maintain Utility Conflict Matrix
- Using the established utility list, provide two (2) contacts, one (1) for Green Lines and one (1) for RGB, collect and review plans and documents.
- Incorporation of proposed brown lines as coordinated with UAOs on the construction plans.

Task 7. Post Design Services

Kimley-Horn will be available to provide the following construction phase services:

- Attend up to one (1) Pre-Construction meeting with the Contractor and City staff.
- Attend up to two (2) 1-hour site visits coordinated with the City and/or the Contractor.

- Attend up to two (2) construction progress meetings during construction as requested by the City and the Contractor.
- Review and reply to up to three (3) rounds of shop drawing submittals for the improvements controlled by the construction documents.
- Provide written responses to the City for up to three (3) contractor Requests for Information (RFI).
- Review of up to four (4) Contractor pay requests.
- Review of "as-built" documents, submitted by the Contractor and certified by a registered surveyor, and assist with obtaining final inspections and Certifications of Completion.
- Develop one (1) set of record drawings, as required, based on certified as-built information provided by Contractor.
- Submit Certifications of Completion as required to appropriate agencies.

Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's site visits shall be for the purpose of endeavoring to provide the City a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared. This task does not include engineering inspection services. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform their work in accordance with the contract documents.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope the City requests, will be considered additional services and will be performed at our then-current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Any service not specifically provided for in the above scope of services.
- Submittal of documents beyond those specified.
- Legal descriptions and parcel sketches.
- Design of additional improvements.
- Coordination with other agencies not described in the scope.
- Additional Meetings
- Public Involvement
- Detailed Temporary Traffic Control Plans
- Utility Design
- Landscape Design
- Lighting Design
- Signalization analysis, design or plans
- Construction Engineering Inspection Services (CEI)
- Geotechnical services
- Informal Question Responses - When Consultant receives questions from the Contractor or City via email or phone a determination will be made to either answer it informally or request an official RFI. No tracking or logging of these informal questions will be done. If the response requires a formal technical response or a site visit, an official RFI will be required.
- Consultant will not make a site visit to observe the Contractor's final survey.

- Revisions to the record drawings other than to incorporate comments from the approved Contractor as-builts that were missed.

PROJECT DELIVERABLES

The deliverables to be provided for this project include:

- Construction Plans
- Engineer's Opinion of Probable Construction Costs
- Drainage Report

INFORMATION PROVIDED BY CLIENT

The City will provide any information upon which Kimley-Horn will rely. This may include, but is not limited to:

- Available right of way and easement data
- Available record or as-built plans
- Available permits
- Advertisement and distribution of bid packages.
- Review of final as-built drawings for completeness.
- Review of Consultant's record drawings to confirm all red-line marks were recorded.
- Review and signature for pay applications and change orders as required by the Contractor.
- Review and signature of final certifications for permits and/or permit close-out documents.

SCHEDULE

Consultant shall provide the services described in the above scope upon a mutually agreed upon schedule.

FEE AND BILLING

Kimley-Horn will perform the services described in Tasks 1-7 for a lump sum fee of **$54,219**, inclusive of expenses. A breakdown of fee by task is provided in the table below.

TASKS		FEE
1	Project Coordination	$5,403
2	Survey Data Collection	$8,386
3	Sidewalk Design	$16,684
4	Drainage Design	$7,216
5	Permitting	$3,105
6	Utility Coordination	$5,775
7	Post Design Services	$7,750
	TOTAL	$54,219

Lump sum and hourly fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

CLOSURE

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please issue the appropriate work authorization under our Continuing Consultant Contract CO23Q006, dated April 14, 2023.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Christopher Davidson, P.E.
Project Engineer

Michael Woodward, P.E.
Vice President

Agreed to on this _____day of _____, 2026

CITY OF TITUSVILLE

By:_____,

_____ (Date)

_____ (Print or Type Name)

APPENDIX A
SUBCONSULTANT PROPOSAL

August 28, 2026

To
Chris Davidson
P.E.

Kimley-Horn
200 S. Orange Avenue
Suite 600
Orlando, FL 32801
407.701.4778

ORANGE-LEMON SIDEWALK

Proposal for Topographic Survey

Dear Chris,

We appreciate your consideration of VolerGroup, LLC to provide professional surveying services for the above referenced project. Below we have outlined the scope of services, cost, and schedule for the project.

Project Understanding

Kimley Horn, on behalf of the City of Titusville, have requested surveying services to be completed at Orange Street and Lemon Avenue.

The surveying services will be provided to assist in design efforts for a newly proposed sidewalk along the above mentioned roads. The project limits will span along Orange Street from South Hopkins Avenue to the railroad tracks and along Lemon Avenue from Garden Street to Broad Street. The project width will span from the edge of pavement to the right-of-way on each side of the road. Refer to Exhibit 1 for an aerial view of the limits.

Our scope of services includes:

- Topographic Surveying
  - All above ground improvements within the subject limits will be collected, including but not limited to above ground utilities, accessible gravity systems, existing features, and overhead items.
  - Sufficient elevations will be collected to form a digital terrain model at 50’ intervals.
    - Substantial grade changes will be captured regardless of cross-section interval.
- Specific Purpose Right-of-Way Mapping
  - Sufficient monumentation will be recovered to establish the right-of-way along the project corridor
  - Right-of-way and adjacent parcels will be mapped, based upon all available information on the public record.

Attachments and Exhibits

Exhibit 1 – Project Limits.PDF

Exhibit 2 – Fee Breakdown.PDF

SURVEYING SCOPE OF SERVICES

VolerGroup will provide all labor, equipment and resources necessary to provide the following scope of services.

Survey Control

VolerGroup will establish horizontal and vertical control monuments at acceptable intervals to facilitate project engineering. Horizontal coordinates will be referenced to Florida State Plane, North American Datum of 1983 (NAD83). Elevations will be referenced to North American Vertical Datum of 1988 (NAVD88).

Topographic Survey (50-Grid and/or Cross Sections)

The Topographic Survey will include the horizontal location and elevation of all above ground improvements, utilities, and accessible gravity systems.

The survey will be displayed at 1-foot contour intervals.

Specific Purpose Right of Way Survey

The Specific Purpose Right of Way Survey shall consist of the position and description of all recovered monuments, right-of-way, and adjacent parcels with recording information.

The Specific Purpose Right of Way Survey will be performed and prepared in accordance with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code and per Section 472.027, Florida Statutes.

Survey Deliverables

- Survey(s) in Civil 3D 2024
- Survey(s) in PDF

Printed hard copies will be billed at an additional cost.

PROPOSED COST

Task	Cost
Survey Control	$2,010
Topographic Survey	$3,450
Specific Purpose Right-of-Way	$2,826
Total Estimated Cost	**$8,286**

SCHEDULE

Task	Duration (Weeks)
Field	1
Office	1
QA/QC	1
Total Duration	**3**

It is anticipated that VolerGroup will begin work on the proposed scope of services within 10 days of receipt of your executed Notice to Proceed.

The proposed cost and schedule is valid for 45 days from the date submitted.

NOTES & EXCLUSIONS

If the client desires to change the proposed scope of services an additional fee will be negotiated.

Reimbursables such as shipping, printing, or overtime will be **Billed as an Extra Cost on a Time and Materials Basis.** VolerGroup will request approval from the client for these services.

Public entity or jurisdictional agency fees are to be paid directly by the client. These fees include, but are not limited to, platting, impact, re-zoning, permitting, review and application fees. VolerGroup has no control over the procedures of public entities or jurisdictional agencies, and therefore, cannot guarantee timing and outcome of permits and entitlements.

Thank you for this opportunity and we look forward to working with you on this exciting new project. Should you have any questions, please do not hesitate to call.

Sincerely,
VolerGroup

Majdi Hamed

Majdi Hamed, EI
Project Manager

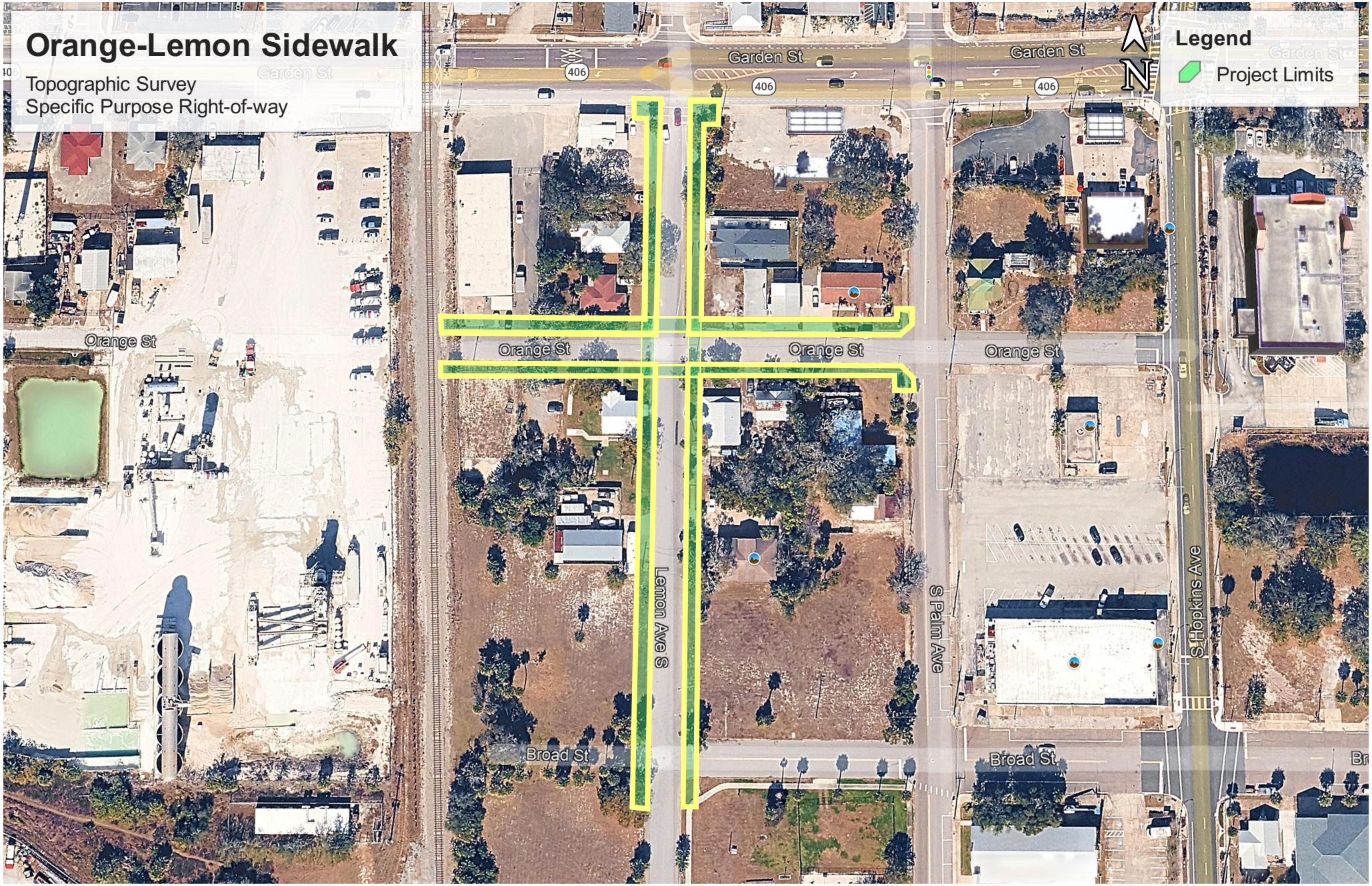

Orange-Lemon Sidewalk
Topographic Survey
Specific Purpose Right-of-way
Legend
Project Limits
N
Garden St
406
Orange St
Lemon Ave S
S Palm Ave
S Hopkins Ave
Broad St

Exhibit 1

	Field Service Items									
volerGROUP	Survey Crew (1-2)		Survey Crew (3)		SUE Crew (1-2)		SUE Crew (3)			
	$181.00		$225.00		$189.00		$256.00			
Service Item	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Subtotal - Hours	Subtotal - Fee
Survey Control	8	$1,448.00		$0.00		$0.00		$0.00	8	$1,448.00
Topographic Survey	12	$2,172.00		$0.00		$0.00		$0.00	12	$2,172.00
Specific Purpose Right-of-Way	8	$1,448.00		$0.00		$0.00		$0.00	8	$1,448.00
	28	*$5,068.00*	*0*	*$0.00*	*0*	*$0.00*	*0*	*$0.00*	*28*	*$5,068.00*

	Office Service Items									
volerGROUP	Mapping Technician		PSM		Survey PM		SUE PM			
	$97.00		$234.00		$134.00		$205.00			
Service Item	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Subtotal - Hours	Subtotal - Fee
Survey Control	2	$194.00	1	$234.00	1	$134.00		$0.00	4	$562.00
Topographic Survey	8	$776.00	1	$234.00	2	$268.00		$0.00	11	$1,278.00
Specific Purpose Right-of-Way	8	$776.00	2	$468.00	1	$134.00		$0.00	11	$1,378.00
	18	*$1,746.00*	*4*	*$936.00*	*4*	*$536.00*	*0*	*$0.00*	*26*	*$3,218.00*

Total Fee	*$8,286.00*



Exhibit 2

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

January 14, 2026

Mr. Scott Mingonet, PLA. AICP, Principal
Kimley-Horn and Associates, Inc.
189 S. Orange Ave, Suite# 1000
Orlando, FL 32801

RE: 1st Contract Renewal – CO23Q006TB_Kimley-Horn & Associates
Continuing Consulting Utility Services Projects

Dear Mr. Mingonet,

In accordance with the referenced contract dated April 14th, 2023, between the City of Titusville and Kimley-Horn and Associates, 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
Leslie Rothering
Purchasing & Contracting Administrator

Kimley-Horn and Associates, Inc

Milton S Mingonet Digitally signed by Milton S Mingonet Date: 2026.01.14 16:44:06-05'00'

Scott Mingonet
Principal

Cc: Sandra Reller, Interim Public Works Director
Purchasing & Contracting file

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 Kimley-Horn and Associates, Inc ("Consultant"), a Foreign Profit Corporation, whose principal office is located at 421 Fayetteville Street Suite 600, Raleigh, NC 27601.

WITNESSETH THAT:

WHEREAS, the CITY desires to engage a Florida licensed Consulting Firm who has special and unique competence and experience in providing professional consulting 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 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 – as applicable

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 E. 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 projects design services, construction phase services, and other services in connection with the assigned project as required and set forth in the following:

1) The Consultant will endeavor not to duplicate any previous Work done on any project. Before issuances of a Task Order and written authorization to proceed, the Consultant shall consult with the City to clarify and define the City's requirements for the project and review all available data.
2) Upon request, the Consultant shall attend conferences with the City and its representatives, as provided in each Task Order.
3) In order to accomplish the work described under this Contract under the time frames and conditions set forth in this Contract, the Consultant shall observe the following requirements:
    i. The Consultant shall complete their work on the project within the time allowed by maintaining an adequate qualified, registered, and certified personnel on the work at all times.
    ii. The consultant shall comply with all Federal, State, and Local laws applicable to the projects(s). The Consultant's work product shall conform with all Federal, State, and Local laws applicable to the project(s).
    iii. The Consultant shall prepare all necessary sketches, permit applications drawings, and complete all application forms to accompany the City's application for any required Federal, State, or Local permits. The Consultant shall reply to all permitting agency's requests for additional information related to a permit application as described in each Task Order.
    iv. The Consultant shall cooperate fully with the City in order that all phases of the work may be properly scheduled and coordinated.
    v. As Described in each Task Order, the Consultant shall send the appropriate quantities of complete preliminary sets of construction plans

to the City, County, State or Federal regulatory agency from which a permit or other approval is required, prior to the final approval of the Design by the City's Consultant or their designee. The Consultant shall coordinate the project design with all agencies as described in each Task Order.

vi. The Consultant shall contact all utility companies having installations in the vicinity of the proposed work and consider relocation of utilities, if necessary. The Consultant shall provide the City with all known information relative to any required utility adjustments, relocations, and installations, and shall show all known above and below ground utilities on the final design plans.

vii. The Consultant shall report the status of this project to the City's Project Manager upon request and hold all drawings, calculations, and related work open to the inspection of the City's Project Manager or their authorized designee at any time, upon reasonable request.

4) The Consultant shall furnish additional copies of reports, drawings, specifications, bidding and construction contract documents, and other pertinent items, as described in each Task Order to, Federal, State, and Local agencies from which approval of the Project must be obtained, prospective bidders, material suppliers, and other interested parties, but may charge only for the actual cost of providing such copies. The Consultant shall furnish to the City with the agreed upon number of sets of the drawings, bidding and construction contract documents, specifications, reports and other pertinent items as set forth in individual Task Orders. The cost of these sets of documents are not included in the base compensation paid to the Consultant but will be paid as a direct expense. All original documents, survey notes, field books, tracings, and the like, including all items furnished to the Consultant by the City pursuant to this Contract are and shall remain the property of the City, and shall be delivered to the City upon completion of the work. All items prepared by the Consultant shall be created, maintained, updated, and provided in the format as specified by the City as described in each Task Order.

5) All construction drawings prepared by the Consultant shall be of sufficient detail to permit the actual location of the proposed improvements on the ground by a

third party (i.e. the third party shall be able to accurately locate the proposed improvements on the ground using only the information contained in the Consultant's drawings).

6) The Consultant acknowledges that preparation of all applicable permits for the City's submittal to governmental regulatory agencies, and the Consultant's written responses to all regulatory agencies' questions, are included within the scope of base compensation in each particular Task Order. Any additional work required by regulatory agencies which establish such regulations after the effective date of the particular Task Order, shall be an additional service, and the City shall compensate the Consultant in accordance with **GC-9 Contract Amendments; Change Orders** of the General Conditions (Attached and incorporated into this Contract), and in accordance with the fee schedule in an approved Task Order. Written approval by the City shall be required prior to commencement of any additional work.
7) If the City proposes to construct the improvements in a phased manner, the Consultant shall prepare detailed master plan drawings as required by the applicable Task Order.
8) Compensation to the Consultant for services shall be in accordance with each Task Order, as mutually agreed upon by the Consultant and the City. Schedule of current hourly billing rates are included in "Exhibit 2" attached and will be included as part of each Task Order when approved. Listed billing hourly rates shall remain firm for the first 12 months. Thereafter, any request for increase shall be submitted to the Purchasing and Contracting Administrator no less than 60 days prior to requested effective date for review and approval. If approved by the City, both parties must agree to the new rates in writing.

The Statement of Work does not include assistance in litigation undertaken or defended by the City. However, Consultant agrees to testify and assist the City in any litigation that is dependent upon or related to the services performed under this Contract at the same hourly rate as provided for herein.

B. Deliverables. Consultant shall deliver all products and deliverables as stated therein. Consultant is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be consistent with professional stand 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	Scott Mingonet, PLA, AICP Principal Kimley-Horn and Associates, Inc.
555 S. Washington Ave. Titusville, Florida 32796-3584 Phone # (321) 567-3896 E-mail:Ashleigh.smith@titusville.com	189 S. Orange Ave, Suite #1000 Orlando, FL 32801 (407) 898-1511 E-mail: Scott.mingonet@kimley-horn.com

City Project Manager. The City's assigned Project Manager shall have complete responsibility to transmit instructions, receive information, and communicate policies and decisions regarding all matters pertinent to performance of the Work.

B. **Change in Project Manager.** Either party to this Contract may change its Project Manager by providing not less than ten (10) working days prior written notice of the change to the other party; provided, however, that in the event Consultant's Project Manager is designated as Key Consultant personnel pursuant to Article VII. E, the provisions thereof shall apply. The City reserves the right to request Consultant to replace its Project Manager if said Manager is unable to carry the Work forward in a competent manner or fails to follow instructions or the specifications, or for other reasonable cause.

C. **Supervision**. Consultant shall provide efficient supervision of the Work, using the services and skill in accordance with the Standard of Care ordinarily exercised by Consultants performing the same or similar services in the same locality at the time the services are provided. If the City produces documented evidence and informs the Consultant that any person on the job is working contrary to the Contract or the instructions of the City, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Contract.

D. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail or e-mail to the respective party's Project Manager at the names and addresses specified above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other party within five (5) business days.

Any notices or correspondence relating to this service shall be addressed to:

City Manager
555 S. Washington Avenue
Titusville, FL 32796

With copies to:
Purchasing and Contracting Administration
555 S. Washington Avenue
Titusville, FL 32796

E. **Key Consultant Personnel.** Consultant acknowledges its understanding that the experience level of key Consultant personnel to be involved in performance of the Work was a material factor that was considered by the City in determining to enter into this Contract with Consultant.

Jon Martin, PE – Principal in Charge	**Steve Romano, PE – Project Manager**
Tucker Hunter, PE – Deputy Project Manager	
Utility Services	
Mike Woodward, PE	Lewis Bryant, PE
Lance Littrell, PE	Tom Jensen, PE
Mark Miller, PE	Matt Tebow, PE
Public Works	
Kinan Husainy, PE	Bill Spinner, PG
Brian Ashby, PE	Tori Bacheler, PWS
Scott Mingonet, PLA, AICP - Principal	Matt Franko, PLA
Clayton Scelzi	
Support Services	
Tucker Hunter, PE	Matt Manchisi, PE, PMP, CRMP
Jill Grimaldi, BCES	Joe Roberts, PE
Allison Megrath, AICP, CNU-A	

Consultant shall not substitute key personnel without the prior written consent of the City. In the event key personnel leave the Consultant's employ during the term of this Contract, the City shall have the right to approve substitute key personnel. In the event the parties cannot agree upon substitute personnel, the City may terminate this Contract for convenience, as provided in **GC -13 TERMINATION FOR CONVENIENCE**.

F. **Assignment and Subcontracts**. Consultant shall not sublet, assign, or transfer any Work, in whole or in part, or assign any moneys due or to become due hereunder, without the prior written consent of the City. Consultant shall notify the City's Project Manager in writing of the names of subcontractors proposed for the services, if different than the team specified in the applicable selection prior to execution of the

Contract. Neither City approval of a subcontractor nor any other provision of this Contract shall create a contractual relationship between any subcontractor and the City. Consultant shall be responsible for the fulfillment of all work elements included in the subcontracts and shall be responsible for the payment of all monies due under any subcontract. Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for its own acts and omissions. Consultant shall hold the City harmless from any liability or damages arising under or from any subcontract to the extent allowed by law. The subcontractor(s) shall provide evidence of said hold harmless and indemnity prior to commencement of work.

ARTICLE VIII - CCNA PROVISIONS

A. **Contingency Fees**. Pursuant to section 287.055(6)(a), Fla. Stat., Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of these provisions, the City may terminate this Contract without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of any such fee, commission, percentage, gift, or other consideration.

B. **Truth-in-Negotiations.** This provision applies only to lump sum or cost-plus-a-fixed-fee contracts entered into in excess of $150,000 (see section 287.055(5)(a), Fla. Stat.). Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

ARTICLE IX – TERMINATION

A. **Termination for Convenience.** Notwithstanding any other provision of this Contract, the City may terminate this Contract or any Work issued under it, in whole or in part, at any time, with or without cause, upon thirty (30) days written notice to the Consultant. Upon receiving notice of termination, the Consultant shall discontinue

the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services or facilities except as needed to continue any portion of the Work that was not terminated. The Consultant shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

1. In the event of such termination, the Consultant shall be compensated for acceptable services rendered prior to the date of termination and for materials ordered prior to the receipt of notice of termination that cannot be returned. Any such materials and any services rendered by the Consultant shall become the property of the City.
2. Consultant waives all claims for compensation in excess of that which is specifically provided for herein, including but not limited to, loss of anticipated profits, idle equipment, labor, facilities, and claims of subcontractors and vendors.

B. **Termination for Cause.** The contract may be terminated by the City for cause in the event of any breach hereof, including but not limited to, Consultant's:

1. Failing to carry forward and complete Work in accordance with the requirements hereof;
2. Failing to comply with applicable laws, regulations, permits, or ordinances;
3. Failing to timely commence or continuously and vigorously pursue correction of defective Work;
4. Making a general assignment for the benefit of its creditors;
5. Having a receiver appointed because of insolvency;
6. Filing bankruptcy or having a petition for involuntary bankruptcy filed against it;
7. Failing to make prompt payments, when properly due, to sub-Contractors, vendors, or others for materials or labor used in the work; or
8. Making material misrepresentation to the City regarding Work or performance thereof.

The City shall provide Consultant with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of termination. Such

notice shall state the nature of the deficiency and, at the City's sole judgement and discretion, may afford Consultant an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Consultant shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Consultant. If the expense exceeds the unpaid balance, Consultant shall pay the difference to the City. The expense incurred by the City and the damage incurred through Consultant's default will be certified by the City.

C. **Bankruptcy.** If the Consultant shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Consultant or any of their property; or if it should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Contract; or persistently disregard instructions of the Purchasing & Contracting Administrator; or fail to observe or perform any provisions of the Contract Documents; or otherwise be guilty of a substantial violation of any provisions of the Contract Document, then the City may – by at least five (5) days prior written notice to the Consultant – without prejudice to any other rights or remedies of the Owner under the contract, terminate the Consultant's right to proceed with the work. In such event, the Owner may take over the Work and proceed with same to completion – by Contract or otherwise – and the Consultant and its Sureties shall be liable to the City for any excess cost incurred by the City. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the Contract Documents.

ARTICLE X – PERSONNEL

A. **Civil Rights.** Pursuant to Chapter 760, Fla. Stat., Consultant shall not discriminate against any employee or applicant for employment because of race, color religion, sex, national origin, age, handicap, or marital status.

B. **Public Entity Crime.** The Consultant shall file a sworn statement with the City which is attached, stating whether a person or affiliate as defined in Section 287.133 (1),

Florida Statutes, has been convicted of a public entity crime subsequent to July 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

C. **Drug-Free Workplace.** The contract documents also consist of the "Drug- Free Workplace Form" which is in accordance with Florida Statute §287.087 and must be signed.

D. **E-Verify.** As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Consultant and its subconsultants shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

1. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subconsultants' affidavit as part of and pursuant to the records retention requirements of this Contract.
2. The City, Consultant, or any Subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant.
4. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Contract by the City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
5. Subcontracts: Consultant or Subconsultant shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts.

Consultant shall be responsible for compliance by any Subconsultant or lower tier subcontractor with the clauses set forth in this section.

ARTICLE XI - MISCELLANEOUS PROVISIONS

A. **Interest of Consultant**. Consultant certifies that no officer, agent, or employee of the City has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business of Consultant to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Contract.

B. **Independent Contractor.** Consultant is an independent contractor. Neither Consultant nor Consultant's employees are employees of the City. Consultant shall have the right to control and direct the means and methods by which the Work is accomplished. Consultant may perform services for others, which solely utilize Consultant's facilities and do not violate any confidentiality requirements of this Contract. Consultant is solely responsible for compliance with all labor and tax laws pertaining to Consultant, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Consultant's duties with respect to Consultant, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if Consultant is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the City provides training, equipment, materials, or facilities or otherwise facilitate performance of the Work, this shall not affect any of Consultant's duties hereunder or alter Consultant's status as an independent contractor.

C. **Grant Funding Requirements:** *(when applicable to Task Order assignment)* See Appendix A

D. **Certification of Restrictions on Lobbying.** The Consultant agrees that no Federal

appropriated funds have been paid or will be paid by or on behalf of the Consultant to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Consultant to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

E. **Conflicting Employment.** Consultant hereby represents that it has no undisclosed conflict of interest between the services to be provided under this Contract and services being provided by Consultant to any other clients. Should Consultant or the City become aware of any such conflict of interest, that party will promptly notify the other party thereof. Consultant and the City shall negotiate in good faith to resolve the conflict. If Consultant and the City cannot resolve the conflict of interest, the City may terminate this Contract upon ten (10) days prior written notice if Consultant fails to resolve the conflict within such time period. In no case shall the Consultant's Project Manager, or other key personnel who have been so identified in the Article VI. F., be directly involved in providing services to other clients associated with the conflict. Notwithstanding the foregoing, Consultant may accept retainers from or be employed by third parties whose interest appear conflicting or inconsistent with that of the City if, after full written disclosure of the facts to the City, the City determines that the apparent conflict shall not interfere with the performance of the Work by Consultant.

F. **Audit: Access to Records.** Consultant agrees that the City or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds hereunder, have access to examine any of Consultant's books, documents, papers, and other records involving transactions related to this Contract. Consultant shall preserve all such records for a period of not less than three (3) years. Payment(s)

made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. Consultant shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Consultant will provide proper facilities for access to and inspection of all required records.

G. **Release of Information.** Records of Consultant that are made or received in the course of performance of the Work may be public records that are subject to the requirements of Chapter 119, Fla. Stat. However, some records may be confidential or exempt from disclosure under Chapter 119, Fla. Stat. In the event Consultant receives a request for any such records, Consultant shall notify the City's Project Manager and comply with Chapter 119, Fla. Stat. Consultant shall not prepare any news or press release in any way related to this Contract, without the City's written consent.

H. **Royalties and Patents.** Unless expressly provided otherwise herein, Consultant shall pay all royalties and patent and license fees necessary for performance of the Work and shall defend all suits or claims for infringement of any patent rights and save and hold the City harmless from loss on account thereof, provided, however, that the City shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the City. If Consultant at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such information to the City. Consultant hereby certifies to the City that the Work to be performed pursuant to this Contract does not and will not infringe on any patent rights.

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

J. **Venue.** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings, if in state court, shall be in Brevard County, Florida, and if in federal court, shall be in the Middle District of Florida, Orlando Division.

K. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Contract, including appeals, each party shall bear its own costs and attorney's fees.

L. **Conflicting Provisions.** If any provision hereof is found to be in conflict with any other, then the specific terms shall prevail over the general.

M. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Contract, Consultant hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings; provided, however, that the parties may mutually agree to a jury trial.

N. **Construction of Contract.** This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation hereof.

O. **Entire Contract.** This Contract, upon execution by Consultant and the City, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. Consultant agrees that no representations have been made by the City to induce Consultant to enter into this Contract other than as expressly stated herein. This Contract cannot be changed orally or by any means other than written amendments referencing this Contract and signed by all parties.

P. **Separate Counterparts & Execution.** This Contract and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same contract. Execution and delivery of this Contract and any amendments by the Parties shall be legally valid and effective through; (i) executing and delivering the paper copy of the documents, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (".pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving, or storing by electronic means this Contract and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Contract (i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of the Contract is sought.

Q. **Authority to Enter into Contract.** Each party to this Contract has the authority to

enter into and form this Contract. The individuals signing the Contract have the authority to act as agents of their respective organizations. Each party acknowledges that they have read this Contract and will abide by it.

R. **Public Records**.

1. Records of the Consultant that are made or received in the course of performance of the Consultant's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Florida Statutes. In the event the Consultant receives a request for any such records, the Consultant shall notify the City and comply with Chapter 119, Florida Statutes. The Consultant shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Consultant hereby agrees to comply with the following: As provided in Section 119.0701, Florida Statutes, the Consultant is required to, and by executing this Contract, the Consultant agrees to:
    a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
    b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.
    c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the Consultant does not transfer the records to the City.
    d) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records upon completion of the contract, Consultant shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

2. The term "public record" as used in this provision includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONSULTANT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. Washington Ave., Titusville FL 32796.

IN WITNESS WHEREOF, the City of Titusville has caused this Contract to be executed on the day and year written below in its name by its Mayor, and Consultant has caused this Contract to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

CONSULTANT:
Kimley-Horn and Associates, Inc.
189 S. Orange Ave, Suite #1000
Orlando, FL 32801

By _____
Scott Mingonet, PLA, AICP
Principal

Date: 4/4/2023

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.

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 **TASK ORDER#:** KHTO0010
CONSULTANT: Kimley-Horn & Associates, Inc **PROJECT#:**
ADDRESS: 200 South Orange Ave. Suite 600 **PROJECT NAME:** Sidewalk Infill Concept and Options for Lemon Ave and Orange St
Orlando, FL 32801

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 to asses new sidewalks for approximately 1350 linear feet of Lemon Ave and another 1350 linear feet of Orange Street. The assessment will include surveying, sidewalk design, drainage design, and permitting in accordance with proposal dated October 2, 2026. All Tasks set forth herein shall be performed under the terms and conditions of the non-exclusive Professional Continuing Consultant agreement CO23Q006TB and the Firm's Proposed Scope of Work attached and incorporated herein.

A) TOTAL AMOUNT OF TASK AWARDED PRIOR TO THIS TASK ORDER $ 1,017,060.00
TOTAL AMOUNT FOR THIS TASK ORDER $ 54,219.00
TOTAL AMOUNT OF TASK AWARDED INCLUDING THIS TASK ORDER $ 1,071,279.00
B) TERM FOR THIS TASK ORDER
COMPLETION DATE FOR THIS TASK ORDER: _____ MM/DD/YYY or _____ #of Days from NTP

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

(Signature) **Date**

CITY OF TITUSVILLE:
Andrew Connors
Mayor *(Print)*

(Signature) **Date**

ATTEST:
City Clerk **Date**

Approved as to Form
Andriene Treasure
City Attorney *(Print)*

(Signature) **Date**

Approved as to Form
Tom Abbate
City Manager

(Signature)

City of Titusville - Staff Reviews

Purchasing & Contracting Administrator *(Print)* **(Signature)** **Date**

Department Director Name/Department *(Print)* **(Signature)** **Date**

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Cole Pro Media Professional Services Agreement**

Department/Office: Law Enforcement

Recommended Action:

Approve the Police Department's request to single-source Cole Pro Media as the City's strategic communications partner for public-safety and critical-incident communications and approve the budget amendment to utilize restricted forfeiture funds in the amount of $24,000.00 for the one-year term and delegate authority to the City Manager to execute the agreement.

Summary Explanation & Background:

TPD is responsible for communicating timely, accurate, and appropriate public-safety information during major criminal investigations, critical incidents, emergency events, officer-involved incidents, threats to public safety, and other complex or high-profile law-enforcement matters. These incidents frequently require specialized communication strategies that extend beyond the Department's routine public-information and community-relations functions. Inaccurate, delayed, or uncoordinated messaging may interfere with investigative objectives, contribute to the spread of misinformation, affect public safety, and diminish community confidence in law-enforcement operations.

The purpose of this request is for City Council authorization to enter into a professional-services agreement with Cole Pro Media to support the Police Department's strategic communications, transparency efforts, and critical-incident response needs. Cole Pro Media provides a unique, highly specialized service tailored specifically to law-enforcement agencies navigating complex operational, reputational, and transparency obligations.

Key factors supporting the selection of Cole Pro Media include:

1. Exclusive specialization in law-enforcement strategic communications, transparency advisory services, community-trust messaging, and critical-incident reporting.
2. Proven capability in producing Critical Incident Videos—an increasingly essential tool for modern public-safety agencies.
3. Leadership experience that includes former White House correspondence and professional news reporting, along with active involvement in the Florida Police

Chiefs Association (FPCA).
4. A physical presence in Fort Lauderdale, which provides regional familiarity and enhanced responsiveness to Florida agencies.

Vendor Evaluation and Comparative Analysis

To ensure due diligence, the Department evaluated other reputable strategic-communications vendors. While each firm offers value, they do not provide the specialized, law-enforcement-specific capabilities required for the City's needs.

Cole Pro Media (Recommended Vendor)

1. Specializes in public-safety and law-enforcement communications, including crisis communications, transparency advisory, rapid-response messaging, media strategy, and executive communications coaching.
2. Offers Critical Incident Videos, a highly relevant and distinguishing capability.
3. Founder's experience includes work as a White House correspondent and broadcast journalist, with significant engagement in FPCA activities.
4. Strong alignment with high-profile, sensitive public-safety incidents such as use-of-force cases, officer-involved shootings, and releases of controversial video content.
5. Based in Fort Lauderdale, enabling immediate responsiveness and familiarity with Florida public-safety agencies.

Julie Parker Communications (Not Selected)

1. Provides broad crisis-communications and media-relations services, including spokesperson coaching, media strategy, internal communications, and long-term retainer support.
2. Experienced in handling major incidents, natural disasters, civil unrest, and reputational crises.
3. Best suited for agencies seeking an embedded, long-term communications strategist rather than a highly specialized, incident-focused public-safety partner.
4. Limitation: The firm is located out of state, reducing operational proximity and real-time responsiveness for Florida-based agencies.

Bold Thinkers Group (Not Selected)

1. Offers crisis-communications services with a strong FEMA/emergency-management orientation, including PIO training, media relations, post-crisis recovery, and technical services such as web and video production.
2. Well-suited for agencies seeking alignment with FEMA doctrine, PIO training, or broad communications infrastructure support.
3. Limitation: Less specialized in law-enforcement transparency and critical-incident reporting; primary focus appears oriented toward emergency management rather than police-specific communications.

The proposed services will provide the Department with additional professional expertise that is not otherwise available. The agreement is intended to supplement, not replace, the Department's existing communications responsibilities and approved operating budget.

It is recommended that the City Council approve the Police Department's request to single-source Cole Pro Media as the City's strategic law enforcement communications partner for public-safety and critical-incident communications and approve the budget amendment to utilize restricted forfeiture funds in the amount of **$24,000.00** for the one year term.

Alternatives:
Do not approve the request

Item Budgeted:
No; A Budget Amendment is attached.

Source/Use of Funds/Budget Book Page:
Source: 24,000 Police Forfeiture Funds 109-0000-389.11-04
Transfer line: 24,000 Transfer to General Fund 109-5555-581.10-01
Transfer line: 24,000 Transfer from Forfeiture 001-0000-381.11-09
Use: 24,000 Professional Services 001-5555-513.31-01

Strategic Plan:
Goal 1 Quality of Life and **Goal 5 Effective Governance.**
The requested funding supports the Department's continued efforts to strengthen community trust.

Strategic Plan Impact:

ATTACHMENTS:
1. MEMO-FORFEITURE FUNDS for COLE PRO MEDIA
2. CPM Professional Consulting Service Contract
3. BA - Cole Pro Media Agreement

Titusville Police Department
Office of the Chief of Police

Memorandum

To:	Thomas Abbate, City Manager
From:	Tyler Wright, Interim Chief of Police
CC:	Andriene Treasure, City Attorney
Date:	October 2nd 2026
Subject:	Certification for use of Forfeiture Funds
Reference:	RTC – Appropriate Forfeiture Fund Dollars to fund Cole Pro Media ($24,000.00)

This serves as written certification that the use of Forfeiture fund monies in the amount of $24,000.00. which upon approval will be transferred to forfeiture Operating Supplies account 109-5555-552.52-01 in the Report to Council "Appropriate Forfeiture Fund Dollars to fund Cole Pro Media ($24,000.00)", listed on the City Council Consent Agenda for October 13th 2026, comply with the provisions of Florida State Statute 932.7055, and the Federal Equitable Sharing Fund Guide.

PO27SS007TB PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2026, by and between the City of Titusville, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and Cole Pro Media, Corp a Florida Profit Corporation, with principal address of 2771 NE 57TH CT, Ft. Lauderdale, FL 33308, hereinafter referred to as the ("Consultant"), sets forth that;

WHEREAS, the City desires to engage a Consultant who specializes in providing public relations assistance in transparency engagement services specific to critical incidents affecting and pertaining to law enforcement; and

WHEREAS, the Consultant represents that it has such competence and expertise in providing these services; and

WHEREAS, the City of Titusville Police Department (TPD) desires to engage in providing transparent, timely and accurate information to the public in the event of critical incidents warranting dissemination of information; and

WHEREAS, the City in reliance on such representations has selected the Consultant in accordance with the requirements of law to provide the identified services listed; and

WHEREAS, at the regular City Council meeting of _____, the award of this contract was duly considered and approved; and

WHEREAS, the City and the Consultant desire to reduce to writing their understanding and agreements on such;

IT IS, THEREFORE, AGREED as follows:

1. <u>SCOPE OF SERVICES</u>. The Consultant will furnish all labor and materials, equipment, supervision, and transportation necessary to perform services as specified below:

A. Transparency Engagement Advisors:
   1) Advisor conducts every other month two-hour communication strategy sessions by Zoom with staff designated by the Chief of Police.
   2) Advisor available seven days a week including holidays.

B. Training, Advising and Work Product to Include:
   1) Focusing on the best practices communicating difficult topics with the community with a focus on transparency.

2) Writing high-profile news releases and talking points for the client when necessary.
3) Best practices when dealing with transparency, timelines, key messages, and social media posts.
4) Best practices for handling critical incidents, media related issues, and crisis communicated issues with a strong emphasis on transparency.
5) Advisor helps with news releases, social media posts, talking points, and press questions when an incident or situation occurs.
6) Conducting every other month communication strategy sessions that focus on community outreach, particularly with an emphasis on social media.
7) Update client with the best practices and platforms to engage the community in a transparent way.
8) Teaching social media team and client the latest trends in social media for transparency.
9) Teaching the client what types of content to look for, how to capture great pictures and video, and how to write stories in a way that creates community engagement with a strong focus on transparency.
10) Helping brand larger, long-term campaigns and writing communications plans with an emphasis on transparency.

C. Law Enforcement-Specific Services

1) Critical incident communications: 24/7 on-call advising for officer-involved shootings, in-custody deaths, use-of-force incidents, pursuits, and other high-profile police matters. This includes initial statements, holding statements, updates, and coordination with outside investigative agencies such as FDLE and the State Attorney's Office.
2) Video release strategy: Advising on the timing, context, and community briefing for the release of body-worn camera and other video, consistent with Chapter 119 of the Florida Statutes, Marsy's Law, and TPD policy.
3) Policy and protocol development: Reviewing and recommending updates to TPD's media relations and social media policies. Developing a TPD-specific critical incident communications plan and checklist.
4) Training: Media and spokesperson training for the Chief, command staff, supervisors, and designated TPD spokespersons, including on-camera and press conference preparation.

5) Social media assessment: An initial assessment of TPD's social media platforms, followed by ongoing recommendations on content, engagement, and transparency practices.
6) Internal communications: Advising on messaging to TPD personnel during designated critical incidents and important organizational changes.
7) Recruitment and community trust messaging: Support for TPD recruitment, retention, and community engagement campaigns, including talking points for community meetings and Council presentations.

D. Coordination with the City
1) Consultant works under the direction of the Chief of Police and focuses on law enforcement-specific communications. Consultant does not replace the City's Public Information Officer (PIO). Consultant will coordinate with the City PIO as directed by the Chief of Police so that City and TPD messaging stays consistent.

The Consultant shall perform all work as described in this Agreement and all incidental work considered necessary to complete the Work entirely in a manner acceptable to the City.

2. TERM OF CONTRACT. The term of this Contract shall commence upon execution by both parties and continue until September 30, 2027, unless terminated in writing before such date.

A. Entire and Sole Agreement. Except as specifically stated herein, this Agreement constitute the entire agreement between the parties and supersede all other agreements, representations, warranties, statements, promises, and understandings not specifically set forth in the Contract Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.

B. Amendments. The parties may modify this Contract at any time by written agreement. This Agreement nor any term thereof may be changed, waived, discharged or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

3. ENGAGEMENT OF CONSULTANT. The City hereby engages the Consultant and the Consultant hereby agrees to provide services as set forth in this Agreement.

4. 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:

Chief Tyler Wright
Chief of Police City of Titusville
1100 John Glen Blvd
Titusville, FL 32780

With copies to:
Tracy Bailey
Purchasing and Contracting Administration
555 S. Washington Avenue
Titusville, FL 32796

5. COMPENSATION. The City will pay the Consultant for all services rendered agrees to pay a fixed rate of $ 2,000.00 a month. The contract will remain in effect until September 30th, 2027, and not exceed a total of $ 24,000.00. If City would like Transparency Engagement Advisor to work outside of this scope of work, it is agreed to be charged at a rate of $350 per hour. Consultant shall not incur any outside expenses on behalf of Client, such as the costs of legal and accounting fees, unless such expenses have been specifically authorized by Client in writing in advance. Payment shall be made for all Work completed by the Consultant which has been accepted by the City and has been properly documented. Payments shall not be made for Work deemed incomplete or deficient by the City. At the completion of each work project, the Consultant shall submit an invoice with the supporting documentation of all work completed and accepted by the City for each project to the City Project Manager for review and payment processing. The City will pay for Work completed in accordance with the Florida Prompt Payment Act (Section 218.70 of the Florida Statues) upon the receipt of a proper invoice and the City Project Manager approval.

All invoices shall be approved by the City as a condition precedent to payment. Payment requests that do not correspond to the appropriate Work Deliverable 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.

6. 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 subconsultants 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.

If the City elects to withhold payments, the parties will meet to resolve the dispute within ten (10) business days. The Consultant will continue to perform during this timeframe. However, if the dispute cannot be resolved, then the parties are free to take whatever action they deem appropriate, including suspension or termination of the Consultant's services.

8. WARRANTY. The Consultant warrants that the services and work provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality, and be free from all faults, defects or errors.

9. CLAIMS. Claims arising from changes or revisions made by the Consultant at the City's request shall be presented to the City before work starts on the changes or revisions. If the Consultant deems that extra compensation is due for work not covered herein, or in a Supplemental Contract, the Consultant shall notify the City in writing of its intention to make claim for extra compensation before work begins on which the claim is based. If such notification is not given and the City is not afforded by the Consultant a method acceptable to the City for keeping strict account of actual cost, then the Consultant hereby waives its request for such extra compensation. The City is not obligated to pay the Consultant if the City is not notified as described above. The Consultant may refuse to perform the additional work requested by the City until the parties execute an appropriate

agreement. Such notice by the Consultant and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as proving the validity of the claim

10. 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 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.

11. 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.

12. NON-EXCLUSIVE ARRANGEMENT. Nothing contained herein shall be construed to prevent either party from independently operating or participating in any other agreement concerning any services independent and unrelated to the services and obligations of the parties pursuant to this Contract.

13. UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE").

Consultant shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event, as defined herein. Consultant shall not be relieved from liability for failures that are due to a Force Majeure event that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact of such event. Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the Consultant claiming Force Majeure: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (b) a restraining order,

injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Consultant claiming Force Majeure. Consultant shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

14. TERMINATION

A. **TERMINATION FOR CAUSE**: The City may terminate this Contract, in whole or in part, upon written notice if the Consultant materially breaches this Contract, including by: (i) failing to perform the Work in accordance with Contract requirements; (ii) failing to comply with applicable laws or regulations; (iii) failing to correct deficient Work after notice; (iv) becoming insolvent or subject to bankruptcy proceedings; (v) failing to timely pay subcontractors, vendors, or suppliers; or (vi) making a material misrepresentation to the City. The City may, in its sole discretion, provide an opportunity to cure. If the breach is not timely cured, the City may terminate the Contract and recover any damages or additional costs resulting from the Consultant's default.

B. **TERMINATION FOR CONVENIENCE**. Notwithstanding any other provision of this Contract, the City may terminate this Contract for convenience or “at-will”, in whole or in part, at any time without necessarily having a particular reason as determined to be in its best interest, upon ten (10) days written notice to the 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.

In the event of such termination, the Consultant shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the Consultant. Any such

materials shall become the property of the City. 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 subconsultants and vendors.

C. **BANKRUPTCY**. If the Consultant shall be adjudged bankrupt; or if it should make a general assignment for the benefit of their creditors; 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 Project Manager; 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 Documents, then the City/Owner may -- by at least ten (10)days prior written notice to the Consultant -- without prejudice to any other rights or remedies of the City under the contract, terminate the Consultant's right to proceed with the work. In such case, the City may take possession of and utilize in completing the work, such necessary materials, appliances, and plant as may be on the site of the project. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the Contract Documents.

15. PERSONNEL. The Consultant represents that it will secure at its own expense all personnel and sub-consultants required for services, which are necessary to complete the Work as described in this Contract. All services under this Contract shall be performed by the Consultant or subconsultant and all persons engaged in work under the Contract shall be qualified to perform such services and authorized under federal, state and local laws to perform such services. Personnel who perform services under this Contract shall not be employees of the City.

All workers must have sufficient knowledge, skill, experience and certification required to perform properly the work assigned to them. Any worker, including supervisors, employed by the Consultant or subconsultants who, in the opinion of the City does not perform work under this Contract in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately form the City account and shall not be assigned again to any portion of the Work without the approval of the City.

The Consultant shall at all times be responsible for the conduct and discipline of their employees and/or any subconsultant or persons employed by subconsultants. Upon request, the Consultant shall provide a current listing of names and license numbers of all personnel executing work related to this contract. This listing shall be updated by the Consultant within three days of a personnel change.

16. SUBCONTRACTS AND ASSIGNABILITY. The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City. Any sub-contracts or other work which is performed by persons or firms other than the Consultant under this Contract or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or Consultants required by the Consultant in connection with services covered by this Contract must be specifically approved by the City.

17. INDEPENDENT CONTRACTOR: Consultant is an independent contractor and not an employee, officer, agent, partner, or representative of the City. Consultant shall have sole control over the means, methods, and manner of performing the Services and shall be solely responsible for its employees, subcontractors, equipment, materials, expenses, employee compensation and benefits, and all applicable federal, state, and local taxes. Consultant shall comply with all applicable labor and employment laws and maintain workers' compensation coverage as required by Chapter 440, Florida Statutes, and all other insurance required under this Agreement. Nothing in this Agreement, nor the City's provision of information, access, facilities, equipment, or training, shall be construed to create an employer-employee relationship or otherwise alter Consultant's status as an independent contractor.

18. INTERESTS OF CITY OFFICIALS. No officers, members or employees of the City and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

19. INDEMNIFICATION & INSURANCE:

A. **INDEMNIFICATION** - The Consultant shall indemnify, save harmless and defend the City and all of its officers, agents, and employees from all claims, actions or suits, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said Consultant's operations relating to this contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the Work; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission by said Consultant or that of a subconsultant, or anyone employed by them, or for whose acts Consultant or a subconsultant may be liable; or because of any claims or amounts recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws.

Should the Consultant fail to maintain adequate protection for the City a portion of the money due the Consultant under the Contract, as may be considered necessary by the Purchasing & Contracting Administrator, may be retained for use by the City to address all such claims. In case no money is due, the Consultant's Surety shall be held until such suit(s), action(s), or claim(s) for damage(s) or injury(ies) as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Purchasing & Contracting Administrator. The exception being that money due the Consultant will not be withheld under this provision when the Consultant produces satisfactory evidence that he has, in the opinion of the City, adequate insurance coverage.

The Consultant guarantees the payments of all just claims for materials, supplies, tools, labor, and other just claims against him or any subconsultant in connection with this Contract. The Consultant's bond will not be released by final acceptance and payment by the City unless all such claims are paid or released. Final waivers of liens for all subconsultants shall be provided to the Purchasing & Contracting Administrator in a timely manner after request for a final inspection.

B. **INSURANCE** - The Consultant shall not commence Work under this Contract until he has obtained and provided insurance of the character specified in the Contract Documents and in such amounts that will provide adequate protection to the City and the Consultant against all Liabilities, damages, and accidents, nor shall he commence Work until such insurance has been approved by the City. The Consultant shall not allow any subconsultant to commence on their subcontract until all insurance required of the subcontract has been

obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Consultant or subconsultant release the Consultant or subconsultant of full responsibility for liability, damages, or accidents.

The Consultant and each subconsultant shall maintain such required insurance during the life of the Contract, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) days advance notice to the City. Coverage shall be as follows:

1) Commercial General Liability Insurance coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.

2) Auto Liability Insurance, covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.

3) Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Consultant shall require any subconsultant(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent Consultants and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a navigable waterway, the Consultant and all subconsultants shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Consultant shall be responsible for compliance with these requirements by each subconsultant, Consultant or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.

4) In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Consultant shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.

5) In the event the contract involves services related to construction projects, the Consultant shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

6) In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Consultant is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Consultants industry.

The Consultant shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Consultant under the terms of the contract. Subconsultant's insurance shall be the responsibility of the Consultant.

20. WAIVER. The waiver by the City of any of the Consultant's obligations or duties under this Contract shall not constitute a waiver of any other obligation or duty of the Consultant under this Contract.

21. PUBLIC ENTITY CRIME. Upon execution of this Contract, The Consultant shall submit to the Client a sworn statement on the attached form and incorporated herein, in accordance with provisions of Section 287.133 (1), Florida Statutes, stating whether a person or affiliate as defined has been convicted of a public entity crime subsequent to July 1, 1989.

22. DRUG-FREE WORKPLACE. Upon execution of this Contract, Stantec Consulting Services shall submit to the Client a sworn statement on the attached form and incorporated herein, in accordance with the provisions of Florida Statute 287.087.

23. HUMAN TRAFFICKING AFFIDAVIT. Upon execution of this Contract, The Consultant shall submit a sworn statement on the attached form and incorporated herein, in accordance with the provisions of Florida Statute 287.087.

24. E-VERIFY. As a condition precedent to entering into a Contract as a result of the Proposal, 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.

A. 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 subconsultant's affidavit as part of and pursuant to the records retention requirements of this Contract.

B. 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.

C. 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.

D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. 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.

E. Subcontracts:

Consultant or subconsultant shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in this section.

25. PROHIBITED TELECOMMUNICATIONS EQUIPMENT. Consultant represents and certifies that it and its applicable subconsultants do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Contract, Consultant represents and certifies that Consultant and its applicable subconsultants must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Consultant is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subconsultant at any tier or by any other source, Consultant must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

26. SCRUTINIZED COMPANIES. In accordance with Sections 287.135, Florida Statues, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Consultant and Subconsultant(s) shall complete the Affidavit form provided in the proposal booklet and hereby incorporated as part of the Contract Documents. Consultant and subconsultant shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Consultant or subconsultant further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Consultant or Subconsultant is

found to have submitted a false certification or if the Consultant or subconsultant is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Consultant or subconsultant acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Consultant or subconsultant and any actively contracted company for the Consultant or subconsultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

27. ANTI-DISCRIMINATION. Consultant for itself, its personal representatives, successors in interests, assigns, subconsultants, and sub-leases, as a part of the consideration hereof—hereby covenants and agrees that:

A. No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

B. No Employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Contract.

28. DISCRIMINATORY VENDOR LIST. Consultant hereby acknowledges its continuous duty to disclose to the City if the Consultant or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit

bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier, subconsultant, or consultant under a contract with any public entity; and may not transact business with any public entity."

29. GRATUITIES AND KICKBACKS.

A. **GRATUITIES**

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore.

B. **KICKBACKS**

It must be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Consultant under a Contract to Consultant or higher tier sub-Consultant any person associated therewith, as an inducement of the award of a subcontract or order.

C. **CONTRACT CLAUSE**

The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

30. FOREIGN GIFTS AND CONTRACTS. The Consultant must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under Florida Statutes 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission".

31. ANTITRUST VIOLATIONS; DENIAL OR REVOCATION. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, or subconsultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Consultant certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

32. ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM.

Pursuant to Florida Statute 287.05701, local governments cannot give preference to a Consultant based on social, political or ideological interests such as those listed directly below. Consultants are also prohibited from giving preference to subconsultants based on the below listed factors. Violations will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

A. The Consultant's political opinions, speech, or affiliations.
B. The Consultant's religious beliefs, religious exercise, or religious affiliations.
C. The Consultant's lawful ownership of a firearm.
D. The Consultant's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
E. The Consultant's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
F. The Consultant's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.

G. The Consultant's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph.

H. The Consultant's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Consultant is in compliance with applicable state or federal law:

1) Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
2) Social governance standards, benchmarks, or
3) requirements, including, but not limited to, environmental or social justice;
4) Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
5) Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

33. NON-APPROPRIATIONS. This Contract will remain in full force and effect only as long as the expenditures provided for the Contract have been appropriated by the City Council in the annual budget for each fiscal year of the Contract, and is subject to termination without penalty if funding is not appropriated.

34. SEVERABILITY. If any clause or provision of this Contract is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Contract, then and only in that event, it shall be the intention of the parties that the remainder of this Contract, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Contract upon the Parties shall be cumulative but not restricted to those given by law.

35. COMPLIANCE WITH LAW. The Consultant expressly agrees to comply with all laws and regulations relating to providing services under this Contract. The failure of the Consultant to adhere to any law or regulation pertaining to furnishing services under this Contract shall constitute a material breach of this Contract.

36. 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.

37. VENUE. In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.

38. WAIVER OF TRIAL BY JURY. The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

39. ATTORNEY'S FEES. In the event of any legal or administrative proceedings arising from or related to this Contract, including appeals, each party shall bear its own costs and attorney's fees.

40. CONFLICT OF INTEREST. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that no person having any such interest shall be employed by him/her during the performance of this Contract. The Consultant shall not undertake any professional work which conflicts with his duties as the City's Consultant without the prior written consent of the City during the term of this Contract. Any work where the Consultant can reasonably anticipate that it may be called to testify as a witness against the City in any litigation or administrative proceeding will constitute a conflict of interest under this Contract.

41. CONFLICTING PROVISIONS. Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.

42. COVENANT AGAINST CONTINGENT FEES. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the Consultant any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

43. CONSTRUING PROVISIONS. This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts of their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the general terms of this Contract, the provisions of the latter shall prevail

44. SEPARATE COUNTERPARTS & EXECUTION. This Contract and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same contract. Execution and delivery of this Contract and any amendments by the Parties shall be legally valid and effective through; (i) executing and delivering the paper copy of the documents, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (",pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving, or storing by electronic means this Contract and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Contract (i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of the Contract is sought.

45. RETENTION AND REVIEW OF RECORDS: The Consultant and its subconsultants or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

The Consultant and its subconsultants or suppliers shall make available all books, documents, papers, and records of the Consultant or its subconsultant or suppliers, which

are directly pertinent to this Contract, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Consultant and its subconsultants will permit such representatives to interview employees on the job during working hours.

46. AUDIT RIGHTS: The city reserves the right to audit the records of the Consultant for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the city. If required by the city, the Consultant agrees to submit to an audit by an independent certified public accountant selected by the city. The Consultant must allow the city to inspect, examine and review the records of the Consultant in relation to this contract at any and all times during normal business hours during the term of the contract.

47. PUBLIC RECORDS. Records of the 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, Fla. Stat. 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, Fla. Stat. In the event the Consultant receives a request for any such records, the Consultant shall notify the City and comply with Chapter 119, Fla. Stat. 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:

A. As provided in Section 119.0701, Florida Statutes, the Consultant is required to, and by executing this Contract the Consultant agrees to:
    1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
    2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the Consultant does not transfer the records to the City.

4) (Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the 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.

B. The term "public record" as used in this provision includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF 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.

***** THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK *****

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

CONSULTANT:

_____
_____
_____

By _____
SIGNING OFFICIAL

Date _____

OWNER:

City of Titusville
555 S. Washington Ave
Titusville, FL 32796

By _____
Andrew Connors, Mayor

Date _____

ATTEST

_____
Wanda F. Wells, City Clerk
Date _____

APPROVED AS TO FORM:

_____

Andriene Treasure, City Attorney
Date _____

APPROVED AS TO CONTENT:

_____

Thomas Abbate, City Manager
Date _____

Staff Review & Preparation:

_____Date _____
Leslie A. Rothering, Purchasing & Contracting Administrator

_____Date_____
Tyler Wright, Interim Police Chief

Budget Amendment/Transfer Form

Source of Funds:
FY2027

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
109-0000-389.11-04		Restricted	$ 24,000	Budget Amendment
001-0000-381.11-09		Transfer from Forfeiture	$ 24,000	
		Total	**$ 48,000**	

Use of Funds:
FY2027

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
109-5555-581.10-01		Transfer to General Fund	$ 24,000	Budget Amendment
001-5555-513.31-01		Professional Services	$ 24,000	Budget Amendment
			$ -	
		Total	**$ 48,000**	

Input Name:	Budget Office Approval:	Notes:
		Cole Pro Media provides specialized communications and crisis-advisory expertise to governments. The Police department requested the use of Forfeiture funds to cover the cost of and agreement with Cole Pro Media. Council agenda date 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: **Firearm Buyback and Crime Prevention Program**

Department/Office: Law Enforcement

Recommended Action:

Approve the appropriation and expenditure of $20,000 in available law enforcement forfeiture funds to support a Titusville Police Department firearm buyback and crime-prevention program. This initiative will provide the Department with an additional tool to remove unwanted firearms from circulation, promote safe firearm disposition, support violence-reduction efforts, and strengthen crime-prevention partnerships within neighborhoods affected by firearm-related crime. Approve the budget amendment to utilize the forfeiture funds for the Firearm Buyback Program.

Summary Explanation & Background:

The TPD continues to evaluate proactive strategies to address firearm-related crime and reduce the availability of unwanted firearms within the community. Recent incidents involving firearms, including incidents involving youth, reinforce the importance of developing additional crime-prevention strategies designed to reduce opportunities for firearms to be unlawfully possessed, stolen, transferred, or used in criminal activity.

As part of this effort, the TPD proposes conducting several firearm buyback events throughout the FY27. These events will provide community members with an opportunity to voluntarily surrender unwanted firearms to law enforcement as part of a structured crime-prevention initiative.

While firearm buyback programs represent only one component of a comprehensive violence-reduction strategy, they provide law enforcement with an additional opportunity to remove unwanted firearms from circulation, reduce the potential for unsecured firearms to be stolen or accessed by youth, encourage responsible firearm disposition, and engage directly with neighborhoods experiencing firearm-related violence.

The Department intends to strategically conduct these events within or near areas impacted by firearm-related incidents and utilize the initiative in conjunction with existing enforcement, investigative, youth-outreach, community-engagement, and crime-prevention efforts. The proposed firearm buyback initiative represents a supplemental crime-prevention and safe-neighborhood program and is not part of the Department's normal operating budget. The requested funds will be dedicated specifically to supporting the program and will not replace existing General Fund expenditures.

Alternatives:
To not approve.

Item Budgeted:
No

Source/Use of Funds/Budget Book Page:
Source: 109-0000-389.11-04 Restricted Fund Balance $20,000
Uses: 109-5555-521.52-01 Operating Supplies $20,000

Strategic Plan:
Goal 1: Quality of Life
Goal 2: Efficient & Effective Services

Strategic Plan Impact:

ATTACHMENTS:
1. FORFEITURE MEMO - GUN BUY BACK 20,000.00
2. BA - Firearm Buyback

Titusville Police Department
Office of the Chief of Police

Memorandum

To:	Thomas Abbate, City Manager
From:	Tyler Wright, Interim Chief of Police
CC:	Andriene Treasure, City Attorney
Date:	October 21st, 2026
Subject:	Certification for use of Forfeiture Funds
Reference:	RTC – Appropriate Forfeiture Fund Dollars to fund TPD Firearm Buy-Back/Crime Prevention Initiative ($20,000.00)

This serves as written certification that the use of Forfeiture fund monies in the amount of $20,000.00. which upon approval will be transferred to forfeiture Operating Supplies account 109-5555-552.52-01 in the Report to Council "Appropriate Forfeiture Fund Dollars to fund TPD Firearm Buy-Back/Crime Prevention Initiative ($20,000.00)", listed on the City Council Consent Agenda for November 10th 2026, comply with the provisions of Florida State Statute 932.7055, and the Federal Equitable Sharing Fund Guide.

Budget Amendment/Transfer Form

Source of Funds:
FY2027

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
109-0000-389.11-04		RESTRICTED	$ 20,000	Budget Amendment
		Total	**$ 20,000**	

Use of Funds:
FY2027

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
109-5555-521.52-01		OPERATING SUPPLIES/OPERATING SUPPLIES	$ 20,000	Budget Amendment
		Total	**$ 20,000**	

Input Name:	Budget Office Approval:	Notes:
		TPD Utilization of Forfeiture Funds for Firearm Buyback and Crime Prevention Program. November 10, 2026 Regular Council Meeting Agenda.
Input Date:	**Budget Office Approval Date:**	
Manual JE/BA#:	**Post Date:**	

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Water Service Agreement - 7850 Windover Way**

Department/Office: Public Works

Recommended Action:
Approve the water service agreement for 7850 Windover Way and authorize the Mayor to execute the agreement.

Summary Explanation & Background:
Section 21-1 of the City's Code of Ordinances establishes the City's policy to provide water, sanitary sewer, and reclaimed water services primarily to properties located within the City limits. However, the section also authorizes the City, at its discretion, to provide these services to properties located outside the City limits when the applicable conditions are satisfied.

The subject property is adjacent to 7842, 7858, and 7874 Windover Way, all of which currently receive City water service. Section 21-1 identifies four alternative conditions for providing utility service outside the City limits, along with a fifth condition that must be satisfied for all such requests.

The subject property satisfies Condition 4 because City water infrastructure is available within the Windover Way right-of-way. The property also satisfies Condition 5 because providing service will not overload the existing water system. The City has sufficient capacity to serve the proposed single-family residence, which is allocated 300 gallons per day pursuant to the City of Titusville Concurrency Management Manual.

Staff recommends that City Council approve the agreement to provide water service to the subject property.

Alternatives:
Do not approve the agreement

Item Budgeted:
NA

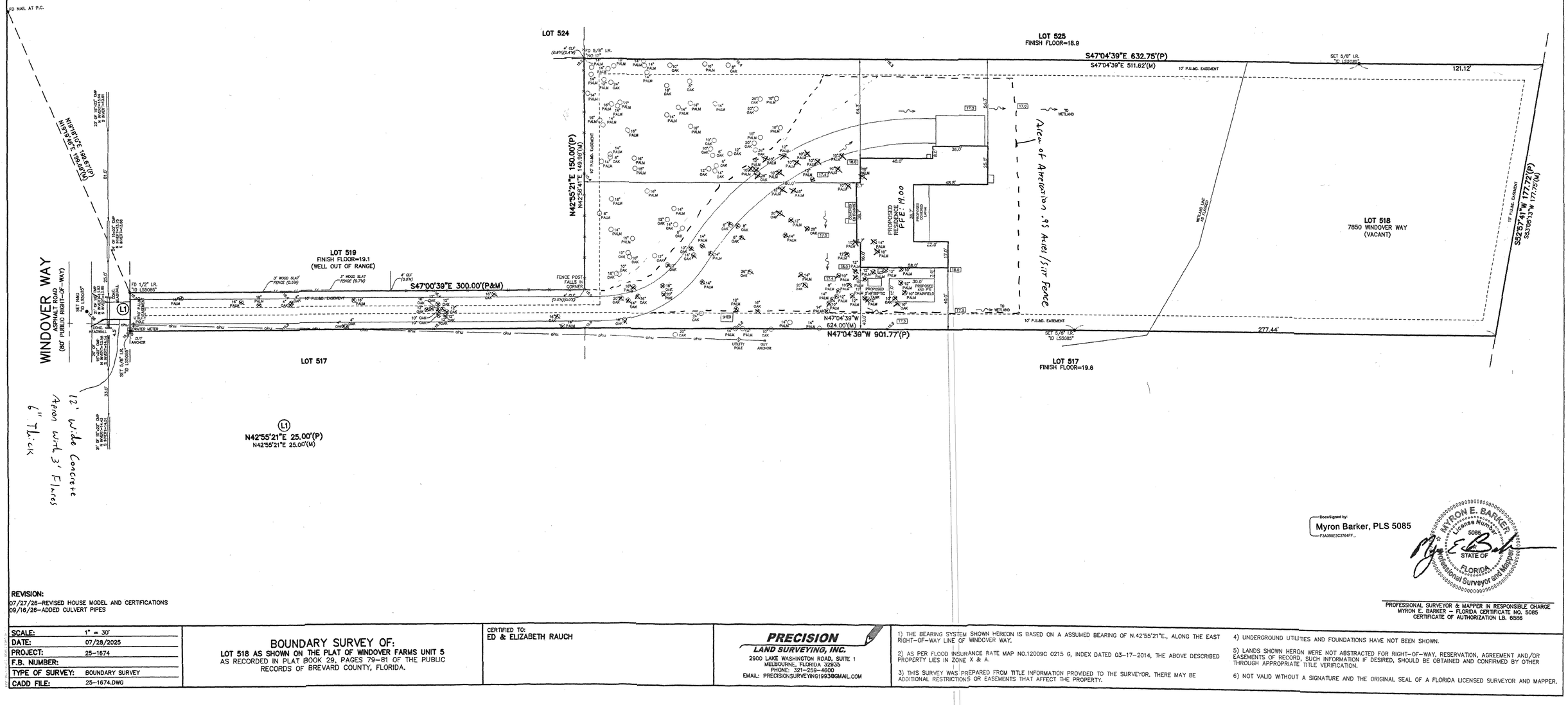
Source/Use of Funds/Budget Book Page:
NA

Strategic Plan:
Quality of Life

Strategic Plan Impact:

This agreement supports the City's quality-of-life goals by providing the property with access to City water service as an alternative to constructing and relying on a private well.

ATTACHMENTS:
1. 7850 Windover Survey
2. 7850 Windover Utility Service Agreement



LEGEND

(AKA)	=	ALSO KNOWN AS
℄	=	CENTERLINE
C.B.	=	CONCRETE BLOCK
C.B.S.	=	CONCRETE BLOCK STRUCTURE
C.L.F.	=	CHAIN LINK FENCE
CLR.	=	CLEAR
C.M.	=	CONCRETE MONUMENT
CONC.	=	CONCRETE
COR.	=	CORNER
COVD	=	COVERED
D	=	DELTA
FD	=	FOUND
ID	=	IDENTIFICATION
I.P.	=	IRON PIPE
I.R.	=	IRON ROD
L	=	LENGTH
LB	=	LICENSE BUSINESS
LS	=	LICENSE SURVEYOR
(M)	=	MEASURED
N&D	=	NAIL & DISK
(P)	=	PLATTED
PC	=	POINT OF CURVATURE
PT	=	POINT OF TANGENCY
PL	=	PROPERTY LINE
P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER
PRC	=	POINT OF REVERSE CURVE
P.U.&D.	=	PUBLIC UTILITY & DRAINAGE
R	=	RADIUS
R/W	=	RIGHT-OF-WAY
(TYP.)	=	TYPICAL
W.F	=	WOOD FENCE

NOTE

ELEVATIONS SHOWN HEREON ARE BASED ON NAVD88

REVISION:
07/27/26–REVISED HOUSE MODEL AND CERTIFICATIONS
09/16/26–ADDED CULVERT PIPES

DocuSigned by:
Myron Barker, PLS 5085
F3A398E3C3764FF...

MYRON E. BARKER
License Number
5085
STATE OF FLORIDA
Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE
MYRON E. BARKER – FLORIDA CERTIFICATE NO. 5085
CERTIFICATE OF AUTHORIZATION LB. 6586

SCALE:	1" = 30'
DATE:	07/28/2025
PROJECT:	25-1674
F.B. NUMBER:	
TYPE OF SURVEY:	BOUNDARY SURVEY
CADD FILE:	25-1674.DWG

BOUNDARY SURVEY OF:

LOT 518 AS SHOWN ON THE PLAT OF WINDOVER FARMS UNIT 5
AS RECORDED IN PLAT BOOK 29, PAGES 79–81 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CERTIFIED TO:
ED & ELIZABETH RAUCH

PRECISION
LAND SURVEYING, INC.
2900 LAKE WASHINGTON ROAD, SUITE 1
MELBOURNE, FLORIDA 32935
PHONE: 321-259-4800
EMAIL: PRECISIONSURVEYING1993@GMAIL.COM

1) THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF N.42°55'21"E., ALONG THE EAST RIGHT-OF-WAY LINE OF WINDOVER WAY.

2) AS PER FLOOD INSURANCE RATE MAP NO.12009C 0215 G, INDEX DATED 03-17-2014, THE ABOVE DESCRIBED PROPERTY LIES IN ZONE X & A.

3) THIS SURVEY WAS PREPARED FROM TITLE INFORMATION PROVIDED TO THE SURVEYOR. THERE MAY BE ADDITIONAL RESTRICTIONS OR EASEMENTS THAT AFFECT THE PROPERTY.

4) UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.

5) LANDS SHOWN HERON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, RESERVATION, AGREEMENT AND/OR EASEMENTS OF RECORD, SUCH INFORMATION IF DESIRED, SHOULD BE OBTAINED AND CONFIRMED BY OTHER THROUGH APPROPRIATE TITLE VERIFICATION.

6) NOT VALID WITHOUT A SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

UTILITY SERVICE AGREEMENT

THIS AGREEMENT, made this 29th day of October, 2026, by and between the CITY OF TITUSVILLE, FLORIDA a municipal corporation, under the laws of the State of Florida, (CITY), and Ed & Elizabeth Rauch, party (OWNER).

WHEREAS, the CITY Council of the CITY of Titusville, pursuant to the CITY of Titusville Code of Ordinances, Chapter 21-1 in its sole discretion and by agreement may provide service to an out-of-city property owner when that property cannot be annexed, by reason of annexation laws, into the CITY limits of the CITY of Titusville; is not contiguous with a parcel or parcels that is currently receiving CITY services or has a utility service agreement; and meets one of the qualifying criteria of the City of Titusville Ordinances Chapter 21, Article 1, Section 21-1(b); and

WHERAS, the subject property is eligible for utility service pursuant to Section 21-1(b)(4) and (5) as the property meets the conditions of the code.

1. The CITY agrees to furnish utility service to the OWNER at the subject property located outside the CITY limits and whose legal description and address is as follows (Exhibit A):

2. The CITY agrees to allocate 300 gallons per day of service to the property for water. The OWNER shall not exceed this allocation without the consent of the CITY. The above allocation is subject to the CITY'S concurrency management system.

3. This agreement shall become effective upon execution by both parties and shall remain in effect for such time the OWNER requires service.

4. At such time the subject property becomes contiguous with the boundaries of the CITY, the OWNER by consents to submit an application for the annexation of the property to the CITY. The CITY reserves the right to delay said annexation until it finds that the area constitutes a logical service area. Upon annexation of the property into the CITY, the charges for service shall be the same as charged to like consumers within the CITY. The agreement hereby constitutes a petition for annexation at such time as the property becomes contiguous.

5. The OWNER agrees that at the time the CITY makes a determination that the property meets the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes, and upon the request of the CITY, the owner shall, within thirty (30) days of receipt of such written request by the CITY, execute all documents required by the CITY, and all documentation required by Florida law, necessary for the voluntary annexation of the property. Following the Owner's compliance with the foregoing, the CITY shall have the right, but not the obligation, to process this petition for voluntary annexation without further action and/or request of the Owner.

6. The OWNER agrees to pay all costs of constructing and extending the utility lines to the subject property.

7. The OWNER shall pay the applicable meter costs, deposits, impact fees and other charges as required by the Code of Ordinances of the CITY of Titusville and other applicable laws before receiving services.

8. The CITY shall keep the service system in good operating condition at the CITY's expense, and the quantity and quality of service will be on a par with that of the total approved CITY system.

9. The CITY agrees to provide service to the OWNER at the rates applicable or established for users located outside the CITY limits of Titusville, Florida, and as stated in the CITY's water ordinance and any amendments thereto.

10. All bills for service are due and payable upon receipt and service may be terminated as provided for in the Code of Ordinances.

11. The OWNER shall furnish to the CITY, without charge, rights-of-way and easements over and above the property described above, if necessary, for line installations on said property, and the CITY shall have access to all meters and other facilities on the OWNER's property for the purpose of inspection, maintenance, and repairs.

12. The ownership and title to the pipelines laid hereunder, up to the point of metering, shall be and remain at all times in the CITY. The party of the first part may tie in such other customers, as it may desire within the easements described in paragraph 11 above. The OWNER agrees to comply with all existing CITY ordinances, rules and regulations relating to the CITY's water works systems, and all future ordinances, rules and regulations of the CITY of general application to the waterworks and sewer systems.

13. The OWNER agrees and consents that this instrument shall be recorded in the Public Records of Brevard County, Florida within 10 business days and provide proof of such to the CITY. All costs of recording shall be paid by the OWNER.

14. In the event the property is sold or subdivided by the OWNER, the future owner and anyone claiming an interest in the property shall be bound by this agreement and shall comply with the provision for annexation. This instrument shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal the day and year first above written.

OWNER 1:

(Owner #1, Signature)

ED RAUCH

Printed Name and Title

7850 Windover Way, Titusville, FL 32780

Owner #1, Mailing Address

WITNESSES (2 Per Owner signature):

(Witness #1, Signature)

Dwayne White

Witness #1, Print Name

P.O. Box 1324 Titusville FL 32781

Witness #1, Mailing Address

(Witness #2, Signature)

Michael J Poreey

Witness #2, Print Name

5260 Army Way Mims FL 32754

Witness #2, Mailing Address

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of October, 2026, by Ed Rauch, who is/are personally known to me or who has/have produced Drivers License as identification and who did/did not take an oath.

Matt Nelsen
Notary Public (type or stamp name)
My commission expires:

WITNESS my hand and Notaries Seal

Matt Nelsen

MATT NELSEN
Notary Public - State of Florida
Commission # HH 667037
My Comm. Expires Apr 21, 2029
Bonded through National Notary Assn.

OWNER 2:

(Owner #2, Signature)

ELIZABETH RAUCH

Printed Name and Title

7850 WINDOVER WY Titusville, FL. 32780

Owner #2, Mailing Address

WITNESSES (2 Per Owner signature):

(Witness #1, Signature)

DWAYNE White

Witness #1, Print Name

P.O. Box 1324 Titusville FL 32781

Witness #1, Mailing Address

(Witness #2, Signature)

Michael J Power

Witness #2, Print Name

5260 Amy Way Mims FL 32754

Witness #2, Mailing Address

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of October ,20 26 , by Elizabeth Rauch, who is/are personally known to me or who has/have produced Drivers License as identification and who did/did not take an oath.

Notary Public (type or stamp name)
My commission expires:

WITNESS my hand and Notaries Seal

Matt Nelsen

MATT NELSEN
Notary Public - State of Florida
Commission # HH 667037
My Comm. Expires Apr 21, 2029
Bonded through National Notary Assn.

CITY OF TITUSVILLE

By: _____
Andrew Connors, City Mayor

ATTEST:

Date: _____

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: **Task Order #KHWO0011 - Harrison Street Sidewalk Improvements**

Department/Office: Public Works

Recommended Action:

Approve Task Order #KHWO0011 to Kimley Horn and Associates, Inc. in the amount of $43,152 for design of infill sidewalks on Harrison Street. Additionally, authorize the City Manager to execute the Task Order.

Summary Explanation & Background:

A sidewalk gap has been identified along Harrison Street between Crescent Wood Senior Living and Winn-Dixie, prompting public interest in improving pedestrian access. Due to right-of-way constraints and existing physical obstacles, including a drainage swale, staff requested a work order from Kimley-Horn and Associates to evaluate and design approximately 1,050 linear feet of infill sidewalk.

The proposed scope includes surveying, sidewalk design, drainage design as needed, permitting, and utility coordination. The work will result in construction plans and an engineer's opinion of probable construction cost. Because Harrison Street is classified as a collector street, impact fee funds previously allocated for collector street sidewalks can be used for this project.

Staff recommends that City Council approve the Kimley-Horn and Associates work order for infill sidewalks along Harrison St in the amount of $43,152.

Alternatives:

Do not move forward with the project.

Item Budgeted:

Yes

Source/Use of Funds/Budget Book Page:

001-5555-541.63-10-RS2405 - Sidewalk Infill Collectors

Strategic Plan:
Goal 1: Quality of Life
Goal 6: Community Design

Strategic Plan Impact:
Planning and designing infill sidewalks improves pedestrian accessibility, enhances the City's appearance, and supports community design goals.

ATTACHMENTS:
1. KHWO - Harrison St Sidewalk Improvements
2. Renewal Letter- KH
3. Contract CO23Q006 - Kimley Horn & Associates Inc
4. Kimley-Horn & Assoc, Inc KHTO011

Kimley»Horn

October 2, 2026

Ashleigh Smith, P.E.
City Engineer
City of Titusville
555 South Washington Ave.
Titusville, Florida 32796

Re: Work Order # (WO#)
CO23Q006_Utility Services and Public Works Projects

Dear Ms. Smith:

Pursuant to your request, **Kimley-Horn and Associates, Inc**. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to **The City of Titusville** ("City") to provide engineering services for the Harrison Street Sidewalk Improvements Project (the "Project"). Our project understanding, scope of services, schedule and fees are as follows:

PROJECT UNDERSTANDING

Kimley-Horn understands that the City desires to design a new sidewalk along the north side of Harrison Street, from Demaret Drive to the existing sidewalk located near the Barna Avenue intersection. The sidewalk improvements length along Harrison Street is approximately 1,050 linear feet. Existing driveways will be evaluated for compliance with the Americans with Disabilities Act (ADA) requirements at sidewalk crossings, and driveway reconstruction may be required to accommodate the proposed sidewalk improvements. The design efforts are limited to work within the City's right-of-way or existing easements. Kimley-Horn will provide the services specifically set forth in the following Scope of Services.

SCOPE OF SERVICES

Task 1. Project Coordination

Kimley-Horn will provide project management and coordination services with the City, St. Johns River Water Management District (SJRWMD), and utility owners. This task includes one (1) project kickoff meeting and up to three (3) monthly progress/coordination meetings.

Task 2. Survey Data Collection

Kimley-Horn has retained the services of Voler Group, LLC to perform topographic survey for the project area. Refer to attached subconsultant proposal for additional information.

Task 3. Sidewalk Design

This task includes the horizontal and vertical design of approximately 1,050 feet of sidewalk along Harrison Street. Design components, consisting of sidewalk, curb and gutter, curb ramps, driveway connections, and related improvements, shall be designed in conformance with FDOT standards and ADA requirements.

Kimley-Horn will provide engineering and design services for the preparation of one (1) set of construction documents for the proposed sidewalks. The construction plans will be prepared in

accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Street and Highways (Florida Greenbook), and the FDOT Standard Plans. The construction plan and profile sheets will be prepared on 11" x 17" sheets at a horizontal scale of 1" = 40'. Various roadway elements such as pavement width, curbs, sidewalk, drainage elements, and right-of-way lines will be shown and dimensioned. The construction plans will be prepared based on topographic, known utilities, and right-of-way information. Existing utility information provided by utility owners as described in the Utility Coordination task below will be shown on the plan and profile sheets.

The construction plans will include up to two (2) typical sections to depict the edge of roadway, roadside buffer areas, sidewalk, curb and gutter, and other elements within the project area.

Cross sections will be developed at 50-foot intervals along the centerline of construction at a scale of 1" = 20' horizontal and 1" = 10' vertical. Existing underground utilities will be shown based on information provided by utility owners or as identified by survey information.

A level 1 Temporary Traffic Control Plan ("TTCP") will be provided with the construction documents and will consist of notes and references to FDOT standard plans. Detailed TTCP plans are not included in this task and can be performed as an additional service, if required.

Kimley-Horn will prepare roadway plan sheets, notes, and details as a part of the construction plans. The plans will consist of the following sheets:

- Key Sheet
- General Notes
- Summary of Pay Items
- Typical Sections
- Project Layout
- Plan and Profile Sheets
- Cross Sections
- Temporary Traffic Control Plans

The project submittal phases to the City will be at 60% and Final. Kimley-Horn will prepare an Engineer's Opinion of Probable Construction Costs based on estimated construction quantities at the 60% and Final submittal phases.

Task 4. Drainage Design

Drainage analysis and design will be in accordance with the FDOT Drainage Manual, and the St. Johns River Water Management District (SJRWMD) criteria.

Kimley-Horn will review existing permit information, evaluate existing drainage patterns, and identify potential impacts associated with the proposed sidewalk, curb and gutter, and grading. Kimley-Horn will perform hydrologic and hydraulic analyses to assess roadway drainage, conveyance, and impacts to adjacent properties.

Drainage design may include modifications to existing roadside swales, culverts, storm sewer systems, inlets, and other drainage infrastructure required to maintain positive drainage and mitigate project impacts.

The results of the analysis and supporting drainage calculations will be documented and submitted to the City. The construction plans will depict the proposed grading, drainage conveyance systems, erosion and sediment control measures.

As part of the construction plans, Kimley-Horn will prepare drainage sheets, notes, and details. The plans will consist of the following sheets:

- Drainage Map Sheet(s)
- Drainage Structure Cross Section Sheet(s)
- Miscellaneous Drainage Detail Sheet(s)
- Erosion Control Plan Sheets
- Stormwater Pollution Prevention Plan (SWPPP) Sheet(s)

Task 5. Permitting

It is anticipated that the sidewalk improvements will be exempt from a SJRWMD Environmental Resource Permit (ERP). Kimley-Horn will prepare the permit exemption application associated with the SJRWMD submittal. Kimley-Horn will respond to up to two (2) requests for additional information (RAI) from the SJRWMD. Any permit fees or mitigation costs will be the responsibility of the City. Permitting services beyond the requirements outlined above will require additional scope and fees.

Task 6. Utility Coordination

Existing underground utilities will be shown on the plan sheets based on information provided by the Utility Agency Owners (UAOs) or as identified in the topographic survey. This task does not include utility adjustment sheets, master utility plan, proposed utility design, utility permitting, or utility construction plans, which can be performed as additional services if required.

Kimley-Horn will provide utility coordination services, as described below:

- A design ticket will be obtained to develop a list of UAOs possibly involved in the described project. One (1) field visit will be performed to visually evaluate the project.
- Create and maintain Utility Conflict Matrix
- Using the established utility list, provide two (2) contacts, one (1) for Green Lines and one (1) for RGB, collect and review plans and documents.
- Incorporation of proposed brown lines as coordinated with UAOs on the construction plans.

Task 7. Post Design Services

Kimley-Horn will be available to provide the following construction phase services:

- Attend up to one (1) Pre-Construction meeting with the Contractor and City staff.
- Attend up to two (2) 1-hour site visits coordinated with the City and/or the Contractor.
- Attend up to two (2) construction progress meetings during construction as requested by the City and the Contractor.
- Review and reply to up to three (3) rounds of shop drawing submittals for the improvements controlled by the construction documents.

- Provide written responses to the City for up to three (3) contractor Requests for Information (RFI).
- Review of up to four (4) Contractor pay requests.
- Review of "as-built" documents, submitted by the Contractor and certified by a registered surveyor, and assist with obtaining final inspections and Certifications of Completion.
- Develop one (1) set of record drawings, as required, based on certified as-built information provided by Contractor.
- Submit Certifications of Completion as required to appropriate agencies.

Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's site visits shall be for the purpose of endeavoring to provide the City a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared. This task does not include engineering inspection services. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform their work in accordance with the contract documents.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope the City requests, will be considered additional services and will be performed at our then-current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Any service not specifically provided for in the above scope of services.
- Submittal of documents beyond those specified.
- Legal descriptions and parcel sketches.
- Design of additional improvements.
- Coordination with other agencies not described in the scope.
- Additional Meetings
- Public Involvement
- Detailed Temporary Traffic Control Plans
- Utility Design
- Landscape Design
- Lighting Design
- Signalization analysis, design or plans
- Construction Engineering Inspection Services (CEI)
- Geotechnical services
- Informal Question Responses - When Consultant receives questions from the Contractor or City via email or phone a determination will be made to either answer it informally or request an official RFI. No tracking or logging of these informal questions will be done. If the response requires a formal technical response or a site visit, an official RFI will be required.
- Consultant will not make a site visit to observe the Contractor's final survey.
- Revisions to the record drawings other than to incorporate comments from the approved Contractor as-builts that were missed.

PROJECT DELIVERABLES

The deliverables to be provided for this project include:

- Construction Plans
- Engineer's Opinion of Probable Construction Costs
- Drainage Report

INFORMATION PROVIDED BY CLIENT

The City will provide any information upon which Kimley-Horn will rely. This may include, but is not limited to:

- Available right of way and easement data
- Available record or as-built plans
- Available permits
- Advertisement and distribution of bid packages.
- Review of final as-built drawings for completeness.
- Review of Consultant's record drawings to confirm all red-line marks were recorded.
- Review and signature for pay applications and change orders as required by the Contractor.
- Review and signature of final certifications for permits and/or permit close-out documents.

SCHEDULE

Consultant shall provide the services described in the above scope upon a mutually agreed upon schedule.

FEE AND BILLING

Kimley-Horn will perform the services described in Tasks 1-7 for a lump sum fee of **$43,152**, inclusive of expenses. A breakdown of fee by task is provided in the table below.

TASKS		FEE
1	Project Coordination	$4,153
2	Survey Data Collection	$7,562
3	Sidewalk Design	$13,579
4	Drainage Design	$5,243
5	Permitting	$3,105
6	Utility Coordination	$3,080
7	Post Design Services	$6,430
	TOTAL	$43,152

Lump sum and hourly fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

CLOSURE

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please issue the appropriate work authorization under our Continuing Consultant Contract CO23Q006, dated April 14, 2023.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Christopher Davidson, P.E.
Project Engineer

Michael Woodward, P.E.
Vice President

Agreed to on this _____day of _____, 2026

CITY OF TITUSVILLE

By:_____,

_____ (Date)

_____ (Print or Type Name)

APPENDIX A
SUBCONSULTANT PROPOSAL

August 28, 2026

To
Chris Davidson
P.E.

Kimley-Horn
200 S. Orange Avenue
Suite 600
Orlando, FL 32801
407.701.4778

HARRISON STREET SIDEWALK

Proposal for Topographic Survey

Dear Chris,

We appreciate your consideration of VolerGroup, LLC to provide professional surveying services for the above referenced project. Below we have outlined the scope of services, cost, and schedule for the project.

Project Understanding

Kimley Horn, on behalf of the City of Titusville, have requested surveying services to be completed at Harrison Street.

The surveying services will be provided to assist in design efforts for a newly proposed sidewalk along the above mentioned road. The project limits will span along Harrison Street from Barna Avenue to the Demaret Drive. The project width will span from the edge of pavement to the right-of-way on the north side of the road. Refer to Exhibit 1 for an aerial view of the limits.

Our scope of services includes:

- Topographic Surveying
  - All above ground improvements within the subject limits will be collected, including but not limited to above ground utilities, accessible gravity systems, existing features, and overhead items.
  - Sufficient elevations will be collected to form a digital terrain model at 50’ intervals.
    - Substantial grade changes will be captured regardless of cross-section interval.
- Specific Purpose Right-of-Way Mapping
  - Sufficient monumentation will be recovered to establish the right-of-way along the project corridor
  - Right-of-way and adjacent parcels will be mapped, based upon all available information on the public record.

Attachments and Exhibits

Exhibit 1 – Project Limits.PDF

Exhibit 2 – Fee Breakdown.PDF

SURVEYING SCOPE OF SERVICES

VolerGroup will provide all labor, equipment and resources necessary to provide the following scope of services.

Survey Control

VolerGroup will establish horizontal and vertical control monuments at acceptable intervals to facilitate project engineering. Horizontal coordinates will be referenced to Florida State Plane, North American Datum of 1983 (NAD83). Elevations will be referenced to North American Vertical Datum of 1988 (NAVD88).

Topographic Survey (50-Grid and/or Cross Sections)

The Topographic Survey will include the horizontal location and elevation of all above ground improvements, utilities, and accessible gravity systems.

The survey will be displayed at 1-foot contour intervals.

Specific Purpose Right of Way Survey

The Specific Purpose Right of Way Survey shall consist of the position and description of all recovered monuments, right-of-way, and adjacent parcels with recording information.

The Specific Purpose Right of Way Survey will be performed and prepared in accordance with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code and per Section 472.027, Florida Statutes.

Survey Deliverables

- Survey(s) in Civil 3D 2024
- Survey(s) in PDF

Printed hard copies will be billed at an additional cost.

PROPOSED COST

Task	Cost
Survey Control	$2,010
Topographic Survey	$2,726
Specific Purpose Right-of-Way	$2,826
Total Estimated Cost	**$7,562**

SCHEDULE

Task	Duration (Weeks)
Field	1
Office	1
QA/QC	1
Total Duration	**3**

It is anticipated that VolerGroup will begin work on the proposed scope of services within 10 days of receipt of your executed Notice to Proceed.

The proposed cost and schedule is valid for 45 days from the date submitted.

NOTES & EXCLUSIONS

If the client desires to change the proposed scope of services an additional fee will be negotiated.

Reimbursables such as shipping, printing, or overtime will be **Billed as an Extra Cost on a Time and Materials Basis.** VolerGroup will request approval from the client for these services.

Public entity or jurisdictional agency fees are to be paid directly by the client. These fees include, but are not limited to, platting, impact, re-zoning, permitting, review and application fees. VolerGroup has no control over the procedures of public entities or jurisdictional agencies, and therefore, cannot guarantee timing and outcome of permits and entitlements.

Thank you for this opportunity and we look forward to working with you on this exciting new project. Should you have any questions, please do not hesitate to call.

Sincerely,
VolerGroup

Majdi Hamed

Majdi Hamed, EI
Project Manager


Harrison Sidewalk
Topographic Survey
Specific Purpose Right-of-way
Talmadge Dr
N
Legend
Project Limits
Harrison St
461.37

Exhibit 1

	Field Service Items									
volerGROUP	Survey Crew (1-2)		Survey Crew (3)		SUE Crew (1-2)		SUE Crew (3)			
	$181.00		$225.00		$189.00		$256.00			
Service Item	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Subtotal - Hours	Subtotal - Fee
Survey Control	8	$1,448.00		$0.00		$0.00		$0.00	8	$1,448.00
Topographic Survey	8	$1,448.00		$0.00		$0.00		$0.00	8	$1,448.00
Specific Purpose Right-of-Way	8	$1,448.00		$0.00		$0.00		$0.00	8	$1,448.00
	24	*$4,344.00*	*0*	*$0.00*	*0*	*$0.00*	*0*	*$0.00*	*24*	*$4,344.00*

	Office Service Items									
volerGROUP	Mapping Technician		PSM		Survey PM		SUE PM			
	$97.00		$234.00		$134.00		$205.00			
Service Item	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Subtotal - Hours	Subtotal - Fee
Survey Control	2	$194.00	1	$234.00	1	$134.00		$0.00	4	$562.00
Topographic Survey	8	$776.00	1	$234.00	2	$268.00		$0.00	11	$1,278.00
Specific Purpose Right-of-Way	8	$776.00	2	$468.00	1	$134.00		$0.00	11	$1,378.00
	18	*$1,746.00*	*4*	*$936.00*	*4*	*$536.00*	*0*	*$0.00*	*26*	*$3,218.00*

Total Fee	*$7,562.00*

Exhibit 2

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

January 14, 2026

Mr. Scott Mingonet, PLA. AICP, Principal
Kimley-Horn and Associates, Inc.
189 S. Orange Ave, Suite# 1000
Orlando, FL 32801

RE: 1st Contract Renewal – CO23Q006TB_Kimley-Horn & Associates
Continuing Consulting Utility Services Projects

Dear Mr. Mingonet,

In accordance with the referenced contract dated April 14th, 2023, between the City of Titusville and Kimley-Horn and Associates, 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

Kimley-Horn and Associates, Inc

Milton S Mingonet

Digitally signed by Milton S Mingonet
Date: 2026.01.14 16:44:06-05'00'

Scott Mingonet
Principal

Cc: Sandra Reller, Interim Public Works Director
Purchasing & Contracting file

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 Kimley-Horn and Associates, Inc ("Consultant"), a Foreign Profit Corporation, whose principal office is located at 421 Fayetteville Street Suite 600, Raleigh, NC 27601.

WITNESSETH THAT:

WHEREAS, the CITY desires to engage a Florida licensed Consulting Firm who has special and unique competence and experience in providing professional consulting 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 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 – as applicable

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 E. 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 projects design services, construction phase services, and other services in connection with the assigned project as required and set forth in the following:

1) The Consultant will endeavor not to duplicate any previous Work done on any project. Before issuances of a Task Order and written authorization to proceed, the Consultant shall consult with the City to clarify and define the City's requirements for the project and review all available data.
2) Upon request, the Consultant shall attend conferences with the City and its representatives, as provided in each Task Order.
3) In order to accomplish the work described under this Contract under the time frames and conditions set forth in this Contract, the Consultant shall observe the following requirements:
    i. The Consultant shall complete their work on the project within the time allowed by maintaining an adequate qualified, registered, and certified personnel on the work at all times.
    ii. The consultant shall comply with all Federal, State, and Local laws applicable to the projects(s). The Consultant's work product shall conform with all Federal, State, and Local laws applicable to the project(s).
    iii. The Consultant shall prepare all necessary sketches, permit applications drawings, and complete all application forms to accompany the City's application for any required Federal, State, or Local permits. The Consultant shall reply to all permitting agency's requests for additional information related to a permit application as described in each Task Order.
    iv. The Consultant shall cooperate fully with the City in order that all phases of the work may be properly scheduled and coordinated.
    v. As Described in each Task Order, the Consultant shall send the appropriate quantities of complete preliminary sets of construction plans

to the City, County, State or Federal regulatory agency from which a permit or other approval is required, prior to the final approval of the Design by the City's Consultant or their designee. The Consultant shall coordinate the project design with all agencies as described in each Task Order.

vi. The Consultant shall contact all utility companies having installations in the vicinity of the proposed work and consider relocation of utilities, if necessary. The Consultant shall provide the City with all known information relative to any required utility adjustments, relocations, and installations, and shall show all known above and below ground utilities on the final design plans.

vii. The Consultant shall report the status of this project to the City's Project Manager upon request and hold all drawings, calculations, and related work open to the inspection of the City's Project Manager or their authorized designee at any time, upon reasonable request.

4) The Consultant shall furnish additional copies of reports, drawings, specifications, bidding and construction contract documents, and other pertinent items, as described in each Task Order to, Federal, State, and Local agencies from which approval of the Project must be obtained, prospective bidders, material suppliers, and other interested parties, but may charge only for the actual cost of providing such copies. The Consultant shall furnish to the City with the agreed upon number of sets of the drawings, bidding and construction contract documents, specifications, reports and other pertinent items as set forth in individual Task Orders. The cost of these sets of documents are not included in the base compensation paid to the Consultant but will be paid as a direct expense. All original documents, survey notes, field books, tracings, and the like, including all items furnished to the Consultant by the City pursuant to this Contract are and shall remain the property of the City, and shall be delivered to the City upon completion of the work. All items prepared by the Consultant shall be created, maintained, updated, and provided in the format as specified by the City as described in each Task Order.

5) All construction drawings prepared by the Consultant shall be of sufficient detail to permit the actual location of the proposed improvements on the ground by a

third party (i.e. the third party shall be able to accurately locate the proposed improvements on the ground using only the information contained in the Consultant's drawings).

6) The Consultant acknowledges that preparation of all applicable permits for the City's submittal to governmental regulatory agencies, and the Consultant's written responses to all regulatory agencies' questions, are included within the scope of base compensation in each particular Task Order. Any additional work required by regulatory agencies which establish such regulations after the effective date of the particular Task Order, shall be an additional service, and the City shall compensate the Consultant in accordance with **GC-9 Contract Amendments; Change Orders** of the General Conditions (Attached and incorporated into this Contract), and in accordance with the fee schedule in an approved Task Order. Written approval by the City shall be required prior to commencement of any additional work.
7) If the City proposes to construct the improvements in a phased manner, the Consultant shall prepare detailed master plan drawings as required by the applicable Task Order.
8) Compensation to the Consultant for services shall be in accordance with each Task Order, as mutually agreed upon by the Consultant and the City. Schedule of current hourly billing rates are included in "Exhibit 2" attached and will be included as part of each Task Order when approved. Listed billing hourly rates shall remain firm for the first 12 months. Thereafter, any request for increase shall be submitted to the Purchasing and Contracting Administrator no less than 60 days prior to requested effective date for review and approval. If approved by the City, both parties must agree to the new rates in writing.

The Statement of Work does not include assistance in litigation undertaken or defended by the City. However, Consultant agrees to testify and assist the City in any litigation that is dependent upon or related to the services performed under this Contract at the same hourly rate as provided for herein.

B. Deliverables. Consultant shall deliver all products and deliverables as stated therein. Consultant is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be consistent with professional stand 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	Scott Mingonet, PLA, AICP Principal Kimley-Horn and Associates, Inc.
555 S. Washington Ave. Titusville, Florida 32796-3584 Phone # (321) 567-3896 E-mail:Ashleigh.smith@titusville.com	189 S. Orange Ave, Suite #1000 Orlando, FL 32801 (407) 898-1511 E-mail: Scott.mingonet@kimley-horn.com

City Project Manager. The City's assigned Project Manager shall have complete responsibility to transmit instructions, receive information, and communicate policies and decisions regarding all matters pertinent to performance of the Work.

B. **Change in Project Manager.** Either party to this Contract may change its Project Manager by providing not less than ten (10) working days prior written notice of the change to the other party; provided, however, that in the event Consultant's Project Manager is designated as Key Consultant personnel pursuant to Article VII. E, the provisions thereof shall apply. The City reserves the right to request Consultant to replace its Project Manager if said Manager is unable to carry the Work forward in a competent manner or fails to follow instructions or the specifications, or for other reasonable cause.

C. **Supervision**. Consultant shall provide efficient supervision of the Work, using the services and skill in accordance with the Standard of Care ordinarily exercised by Consultants performing the same or similar services in the same locality at the time the services are provided. If the City produces documented evidence and informs the Consultant that any person on the job is working contrary to the Contract or the instructions of the City, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Contract.

D. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail or e-mail to the respective party's Project Manager at the names and addresses specified above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other party within five (5) business days.

Any notices or correspondence relating to this service shall be addressed to:

City Manager
555 S. Washington Avenue
Titusville, FL 32796

With copies to:
Purchasing and Contracting Administration
555 S. Washington Avenue
Titusville, FL 32796

E. **Key Consultant Personnel.** Consultant acknowledges its understanding that the experience level of key Consultant personnel to be involved in performance of the Work was a material factor that was considered by the City in determining to enter into this Contract with Consultant.

Jon Martin, PE – Principal in Charge	**Steve Romano, PE – Project Manager**
Tucker Hunter, PE – Deputy Project Manager	
Utility Services	
Mike Woodward, PE	Lewis Bryant, PE
Lance Littrell, PE	Tom Jensen, PE
Mark Miller, PE	Matt Tebow, PE
Public Works	
Kinan Husainy, PE	Bill Spinner, PG
Brian Ashby, PE	Tori Bacheler, PWS
Scott Mingonet, PLA, AICP - Principal	Matt Franko, PLA
Clayton Scelzi	
Support Services	
Tucker Hunter, PE	Matt Manchisi, PE, PMP, CRMP
Jill Grimaldi, BCES	Joe Roberts, PE
Allison Megrath, AICP, CNU-A	

Consultant shall not substitute key personnel without the prior written consent of the City. In the event key personnel leave the Consultant's employ during the term of this Contract, the City shall have the right to approve substitute key personnel. In the event the parties cannot agree upon substitute personnel, the City may terminate this Contract for convenience, as provided in **GC -13 TERMINATION FOR CONVENIENCE**.

F. **Assignment and Subcontracts**. Consultant shall not sublet, assign, or transfer any Work, in whole or in part, or assign any moneys due or to become due hereunder, without the prior written consent of the City. Consultant shall notify the City's Project Manager in writing of the names of subcontractors proposed for the services, if different than the team specified in the applicable selection prior to execution of the

Contract. Neither City approval of a subcontractor nor any other provision of this Contract shall create a contractual relationship between any subcontractor and the City. Consultant shall be responsible for the fulfillment of all work elements included in the subcontracts and shall be responsible for the payment of all monies due under any subcontract. Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for its own acts and omissions. Consultant shall hold the City harmless from any liability or damages arising under or from any subcontract to the extent allowed by law. The subcontractor(s) shall provide evidence of said hold harmless and indemnity prior to commencement of work.

ARTICLE VIII - CCNA PROVISIONS

A. **Contingency Fees**. Pursuant to section 287.055(6)(a), Fla. Stat., Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of these provisions, the City may terminate this Contract without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of any such fee, commission, percentage, gift, or other consideration.

B. **Truth-in-Negotiations.** This provision applies only to lump sum or cost-plus-a-fixed-fee contracts entered into in excess of $150,000 (see section 287.055(5)(a), Fla. Stat.). Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

ARTICLE IX – TERMINATION

A. **Termination for Convenience.** Notwithstanding any other provision of this Contract, the City may terminate this Contract or any Work issued under it, in whole or in part, at any time, with or without cause, upon thirty (30) days written notice to the Consultant. Upon receiving notice of termination, the Consultant shall discontinue

the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services or facilities except as needed to continue any portion of the Work that was not terminated. The Consultant shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

1. In the event of such termination, the Consultant shall be compensated for acceptable services rendered prior to the date of termination and for materials ordered prior to the receipt of notice of termination that cannot be returned. Any such materials and any services rendered by the Consultant shall become the property of the City.
2. Consultant waives all claims for compensation in excess of that which is specifically provided for herein, including but not limited to, loss of anticipated profits, idle equipment, labor, facilities, and claims of subcontractors and vendors.

B. **Termination for Cause.** The contract may be terminated by the City for cause in the event of any breach hereof, including but not limited to, Consultant's:

1. Failing to carry forward and complete Work in accordance with the requirements hereof;
2. Failing to comply with applicable laws, regulations, permits, or ordinances;
3. Failing to timely commence or continuously and vigorously pursue correction of defective Work;
4. Making a general assignment for the benefit of its creditors;
5. Having a receiver appointed because of insolvency;
6. Filing bankruptcy or having a petition for involuntary bankruptcy filed against it;
7. Failing to make prompt payments, when properly due, to sub-Contractors, vendors, or others for materials or labor used in the work; or
8. Making material misrepresentation to the City regarding Work or performance thereof.

The City shall provide Consultant with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of termination. Such

notice shall state the nature of the deficiency and, at the City's sole judgement and discretion, may afford Consultant an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Consultant shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Consultant. If the expense exceeds the unpaid balance, Consultant shall pay the difference to the City. The expense incurred by the City and the damage incurred through Consultant's default will be certified by the City.

C. **Bankruptcy.** If the Consultant shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Consultant or any of their property; or if it should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Contract; or persistently disregard instructions of the Purchasing & Contracting Administrator; or fail to observe or perform any provisions of the Contract Documents; or otherwise be guilty of a substantial violation of any provisions of the Contract Document, then the City may – by at least five (5) days prior written notice to the Consultant – without prejudice to any other rights or remedies of the Owner under the contract, terminate the Consultant's right to proceed with the work. In such event, the Owner may take over the Work and proceed with same to completion – by Contract or otherwise – and the Consultant and its Sureties shall be liable to the City for any excess cost incurred by the City. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the Contract Documents.

ARTICLE X – PERSONNEL

A. **Civil Rights.** Pursuant to Chapter 760, Fla. Stat., Consultant shall not discriminate against any employee or applicant for employment because of race, color religion, sex, national origin, age, handicap, or marital status.

B. **Public Entity Crime.** The Consultant shall file a sworn statement with the City which is attached, stating whether a person or affiliate as defined in Section 287.133 (1),

Florida Statutes, has been convicted of a public entity crime subsequent to July 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

C. **Drug-Free Workplace.** The contract documents also consist of the "Drug- Free Workplace Form" which is in accordance with Florida Statute §287.087 and must be signed.

D. **E-Verify.** As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Consultant and its subconsultants shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

1. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subconsultants' affidavit as part of and pursuant to the records retention requirements of this Contract.
2. The City, Consultant, or any Subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant.
4. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Contract by the City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
5. Subcontracts: Consultant or Subconsultant shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts.

Consultant shall be responsible for compliance by any Subconsultant or lower tier subcontractor with the clauses set forth in this section.

ARTICLE XI - MISCELLANEOUS PROVISIONS

A. **Interest of Consultant**. Consultant certifies that no officer, agent, or employee of the City has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business of Consultant to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Contract.

B. **Independent Contractor.** Consultant is an independent contractor. Neither Consultant nor Consultant's employees are employees of the City. Consultant shall have the right to control and direct the means and methods by which the Work is accomplished. Consultant may perform services for others, which solely utilize Consultant's facilities and do not violate any confidentiality requirements of this Contract. Consultant is solely responsible for compliance with all labor and tax laws pertaining to Consultant, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Consultant's duties with respect to Consultant, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if Consultant is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the City provides training, equipment, materials, or facilities or otherwise facilitate performance of the Work, this shall not affect any of Consultant's duties hereunder or alter Consultant's status as an independent contractor.

C. **Grant Funding Requirements:** *(when applicable to Task Order assignment)* See Appendix A

D. **Certification of Restrictions on Lobbying.** The Consultant agrees that no Federal

appropriated funds have been paid or will be paid by or on behalf of the Consultant to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Consultant to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

E. **Conflicting Employment.** Consultant hereby represents that it has no undisclosed conflict of interest between the services to be provided under this Contract and services being provided by Consultant to any other clients. Should Consultant or the City become aware of any such conflict of interest, that party will promptly notify the other party thereof. Consultant and the City shall negotiate in good faith to resolve the conflict. If Consultant and the City cannot resolve the conflict of interest, the City may terminate this Contract upon ten (10) days prior written notice if Consultant fails to resolve the conflict within such time period. In no case shall the Consultant's Project Manager, or other key personnel who have been so identified in the Article VI. F., be directly involved in providing services to other clients associated with the conflict. Notwithstanding the foregoing, Consultant may accept retainers from or be employed by third parties whose interest appear conflicting or inconsistent with that of the City if, after full written disclosure of the facts to the City, the City determines that the apparent conflict shall not interfere with the performance of the Work by Consultant.

F. **Audit: Access to Records.** Consultant agrees that the City or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds hereunder, have access to examine any of Consultant's books, documents, papers, and other records involving transactions related to this Contract. Consultant shall preserve all such records for a period of not less than three (3) years. Payment(s)

made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. Consultant shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Consultant will provide proper facilities for access to and inspection of all required records.

G. **Release of Information.** Records of Consultant that are made or received in the course of performance of the Work may be public records that are subject to the requirements of Chapter 119, Fla. Stat. However, some records may be confidential or exempt from disclosure under Chapter 119, Fla. Stat. In the event Consultant receives a request for any such records, Consultant shall notify the City's Project Manager and comply with Chapter 119, Fla. Stat. Consultant shall not prepare any news or press release in any way related to this Contract, without the City's written consent.

H. **Royalties and Patents.** Unless expressly provided otherwise herein, Consultant shall pay all royalties and patent and license fees necessary for performance of the Work and shall defend all suits or claims for infringement of any patent rights and save and hold the City harmless from loss on account thereof, provided, however, that the City shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the City. If Consultant at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such information to the City. Consultant hereby certifies to the City that the Work to be performed pursuant to this Contract does not and will not infringe on any patent rights.

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

J. **Venue.** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings, if in state court, shall be in Brevard County, Florida, and if in federal court, shall be in the Middle District of Florida, Orlando Division.

K. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Contract, including appeals, each party shall bear its own costs and attorney's fees.

L. **Conflicting Provisions.** If any provision hereof is found to be in conflict with any other, then the specific terms shall prevail over the general.

M. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Contract, Consultant hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings; provided, however, that the parties may mutually agree to a jury trial.

N. **Construction of Contract.** This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation hereof.

O. **Entire Contract.** This Contract, upon execution by Consultant and the City, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. Consultant agrees that no representations have been made by the City to induce Consultant to enter into this Contract other than as expressly stated herein. This Contract cannot be changed orally or by any means other than written amendments referencing this Contract and signed by all parties.

P. **Separate Counterparts & Execution.** This Contract and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same contract. Execution and delivery of this Contract and any amendments by the Parties shall be legally valid and effective through; (i) executing and delivering the paper copy of the documents, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (".pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving, or storing by electronic means this Contract and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Contract (i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of the Contract is sought.

Q. **Authority to Enter into Contract.** Each party to this Contract has the authority to

enter into and form this Contract. The individuals signing the Contract have the authority to act as agents of their respective organizations. Each party acknowledges that they have read this Contract and will abide by it.

R. **Public Records**.

1. Records of the Consultant that are made or received in the course of performance of the Consultant's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Florida Statutes. In the event the Consultant receives a request for any such records, the Consultant shall notify the City and comply with Chapter 119, Florida Statutes. The Consultant shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Consultant hereby agrees to comply with the following: As provided in Section 119.0701, Florida Statutes, the Consultant is required to, and by executing this Contract, the Consultant agrees to:
    a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
    b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.
    c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the Consultant does not transfer the records to the City.
    d) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records upon completion of the contract, Consultant shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

2. The term "public record" as used in this provision includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONSULTANT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. Washington Ave., Titusville FL 32796.

IN WITNESS WHEREOF, the City of Titusville has caused this Contract to be executed on the day and year written below in its name by its Mayor, and Consultant has caused this Contract to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

CONSULTANT:
Kimley-Horn and Associates, Inc.
189 S. Orange Ave, Suite #1000
Orlando, FL 32801

By _____
Scott Mingonet, PLA, AICP
Principal

Date: 4/4/2023

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.

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	**TASK ORDER#:**	KHTO0011
CONSULTANT:	Kimley-Horn & Associates, Inc	**PROJECT#:**	RS2405
ADDRESS:	200 South Orange Ave. Suite 600 Orlando, FL 32801	**PROJECT NAME:**	Harrison St Sidewalk Improvements

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 to evaluate and design approximately 1,050 linear feet of infill sidewalk that includes surveying, sidewalk design, drainage design as needed, permitting, and utility coordination in accordance with proposal dated October 2, 2026. All Tasks set forth herein shall be performed under the terms and conditions of the non-exclusive Professional Continuing Consultant agreement CO23Q006TB and the Firm's Proposed Scope of Work attached and incorporated herein.

A) TOTAL AMOUNT OF TASK AWARDED PRIOR TO THIS TASK ORDER $ 1,071,279.00
TOTAL AMOUNT FOR THIS TASK ORDER $ 43,152.00
TOTAL AMOUNT OF TASK AWARDED INCLUDING THIS TASK ORDER $ 1,114.431.00

B) TERM FOR THIS TASK ORDER
COMPLETION DATE FOR THIS TASK ORDER: _____ MM/DD/YYY or _____ #of Days from NTP

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

_____
(Signature) **Date**

CITY OF TITUSVILLE:
Tom Abbate
City Manager

_____
(Signature) **Date**

ATTEST: _____ _____
City Clerk **Date**

Approved as to Form
Andriene Treasure
City Attorney *(Print)*

_____
(Signature) **Date**

City of Titusville - Staff Reviews

_____ _____ _____
Purchasing & Contracting Administrator *(Print)* **(Signature)** **Date**

_____ _____ _____
Department Director Name/Department *(Print)* **(Signature)** **Date**

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Increase Annual Authorized Amount - Utility Contractors**

Department/Office: Public Works

Recommended Action:

Approve an increase to the annual authorized amount for the construction of various utility maintenance and improvement projects under contract CN24P020/LR on an as-needed basis for an annual amount not to exceed $3,000,000.

Summary Explanation & Background:

On March 26, 2024, City Council approved the award of Contract CN24P020/LR to Driveways Inc, Carr & Collier Inc., Cathcart Construction Company, Drewry Site Development, Hinterland Group, and SDV Services LLC for utility maintenance and improvement projects on an as-needed basis, with an annual amount not to exceed $500,000. This contract establishes a pool of pre-approved contractors that can competitively bid on individual utility projects, reducing the time required to initiate construction.

The Public Works Department has issued four projects in Fiscal Year 2027, reaching the contract's annual authorization of $500,000. Four additional projects are anticipated to be solicited this fiscal year, bringing the estimated annual total to $2.75 million. Staff requests an increase in the annual authorized amount to $3 million to accommodate these projects and provide capacity for emergency repairs as needed.

The anticipated projects and estimated costs are as follows:
1. Blue Heron Grit Bypass Line — $300,000: Install a bypass line at the Blue Heron plant to allow the grit removal system to be taken offline while keeping the existing headworks screen in operation. The grit system is original to the plant and will require future replacement. The bypass will support continued plant operations during replacement or in the event of a grit system failure.
2. Mantor Sewer Repair — $150,000: Replace a failing sewer lateral on South Mantor Road and restore the roadway within the repair area.
3. Blue Heron Lift Station Upgrade — Estimated $250,000: Upgrade the pumps and associated components at the Blue Heron plant's internal lift station to accommodate increased backwash flows from the upcoming filter project. Filter construction is scheduled to begin in January, and the lift station improvements are needed before the

new filters are placed into service.
4. Riverside Drive Force Main Phase 2 — $1.5 million: Replace the remaining original section of the Riverside Drive force main, extending in front of River Palm Condo and beneath U.S. 1 to the THS lift station. This section was constructed in 1958. Upon completion, the oldest remaining section will date to 2010, with most of the force main along the river to the Osprey plant having been replaced within the past five years.

The chart below summarizes the work orders completed or underway this year.

Work Orders Completed, Underway and Planned for FY27

Description	Award/Estimated Cost	Status
WO#2701 Hillcrest Ave Water Main Replacement	$239,600 (award)	Awarded; Expected to begin after the new year
WO#2702 Hobbs Place MH Replacement	$71,500 (award)	Complete
WO#2703 Isaac Campbell Project	$94,860.00 (award)	Awarded
WO#2704 Emergency MH Replacement at Karen and Cocoanut	$120,000 (award)	Complete
WO#2705 Blue Heron Grit Bypass Line	$300,000 (estimate)	Under bid
WO#2706 Mantor Sewer Repair	$150,000 (estimate)	Ready to bid late 2026
WO#2707 Blue Heron Lift Station	$250,000 (estimate)	Finishing Scope of Work to bid
WO#2708 Riverside FM Phase 2	$1,500,000 (estimate)	Ready to bid; estimated to put bid out in early 2027
Total	$2,725,960 (actual and estimates)	

It is recommended that City Council approve an increase to the annual authorized amount for the construction of various utility maintenance and improvement projects under contract CN24P020/LR on an as-needed basis for an annual amount not to exceed $3,000,000.

Alternatives:
Do not approve increase and individually bid out each project

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:
Source of funds for new projects:
401-5555-536.65-00, WR2708

401-5555-536-.65-00 WR2406
401-1618-536.46-01
401-5555-536-65.00 WR2710
401-5555-536.65-00-WR2711

Strategic Plan:
Goal #2 - Efficient & Effective Services

Strategic Plan Impact:
Providing necessary repairs to critical infrastructure.

ATTACHMENTS:
1. Car & Collier, Inc - Utility Contractors - New Projects, Repair, Replacement. - CN24P020LR - Contract
2. Cathcart Construction Co - Utility Contractors New Projects, Repair, Replacement - CN24P020LR - Contract
3. Drewry Site Development LLC - Utility Contractor - New Projects, Repair, Replacement & Maintenance - CN24P020LR - Contract
4. Driveways, Inc - Utility Contractors - New Projects, Repair, Replacement & Maintenance. - CN24P020LR - Contract
5. Hinterland Group, Inc - Utility Contractor's Services Repair, Maintenance, Replacement - CN24P020LR - Contract
6. SDV Services, LLC - Utility Contractors' Services Repair, Maintenance, Replacement - CN24P020LR - Contract

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

January 14, 2026

Mr. Reynolds Hollman, Vice President
Carr & Collier, Inc
2864 West Main Street
Leesburg, FL 34748

RE: 1st Contract Renewal – CN24P020LR_Carr & Collier Inc
Utility Contractors – New Projects, Repair, Replacement & Maintenance.

Dear Mr. Hollman,

In accordance with the referenced contract dated April 10th, 2024, between the City of Titusville and Carr & Collier, Inc, the City is hereby exercising the first (1) one-year administrative renewals. The term of the contract is hereby extended to **April 9th, 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 item# 15 – 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

Carr & Collier, Inc

Reynolds Hollman
Vice President

Cc: Sandra Reller, Interim Public Works Director
Purchasing & Contracting file

INTERNAL ROUTING SLIP

City of Titusville
Purchasing & Contracting Division

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

CONTRACTOR NAME: SDV Services, Driveways, Inc., Cathcart Construction Co, Carr & Collier

CONTRACT NAME: Utility Contractors' Services Repair, Maintenance, Replacement

CONTRACT NUMBER: CN24P020/LR

FROM:	**PHONE:**
Leslie Rothering - Purchasing and Contracting	ext. 3973

**** FOR ROUTING PURPOSES ONLY ****

DATE:	TO:	ACTION REQUIRED:	INITIALS:
April 8, 2024	Richard Broome	Approval/Signature	
REMARKS: Bid Document and responses copier to flash drive. Council approved on March 26, 2024 awarding to multiple contractors.			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
April 10, 2024	City Manager and Mayor	Signature	WK
REMARKS: City Manager and Mayor signature required to execute contracts.			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
REMARKS:			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
REMARKS:			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
REMARKS:			

↓ FOR CITY CLERK PURPOSES ↓

Please refer to top of this form for Contract Name and Number

X Scan to Active Contracts

_____ Do not Scan

4/16/24 Date Scanned to Laserfiche

JM Scanned By

A. Reserved for Presentations

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

No action.

6. BOARDS AND COMMISSIONS

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

No action.

8. CONSENT AGENDA

A. Equipment/Vehicle Camera Systems and GPS Monitoring

Approve the use of Sourcewell Contract #020221-SAM in the amount of $65,335 to Samsara Inc., of San Francisco, CA for dash camera installation and GPS and camera monitoring for City vehicles and equipment and approve the use of The Interlocal Purchasing System (TIPS) contract #220101 in the amount of $106,845.27 for installation of camera systems and blind spot monitoring on Solid Waste vehicles and large Equipment to Pro-Vision Video Systems of Byron Center, MI. Additionally, approve the terms of service and add Pro-Vision Video Systems and Samsara Inc. to the vendor of record for standardization of vehicle/equipment cameras and annual software licensing.

Approved in accordance with recommendations.

B. FY 2023 Annual Comprehensive Financial Report

Accept the Annual Comprehensive Financial Report for Fiscal Year (FY) 2023. The report will be available and distributed following publishing the Council agenda packet.

Approved in accordance with recommendations.

C. Change Order #3 and #4 - Blue Heron WRF Clarifier

Approve the Change Order #3 and #4 to Razorback, LLC for the fabrication and installation of new stairways and additional floor grout thickness within the clarifier at the Blue Heron Water Reclamation Facility Service Area in the amount of $75,800. Additionally, authorize the City Manager to execute the change order.

Approved in accordance with recommendations.

D. Award of Contract - Utility Contractors

Approve the award of contract to Affordable Development, Carr & Collier Inc, Cathcart Construction Company, Drewry Site Development, Hinterland Group, SDV Services LLC, and Young's Communication for the construction of various utility maintenance and improvement projects on an as-needed basis for an annual amount not to exceed $500,000; and authorize the Mayor to execute the contract upon review and approval of City staff.

Approved in accordance with recommendations.

E. Phone Replacement Project

Approve the use of Omnia Partners Cooperative Contract 01-171, Technology Services, Solutions and Related Products in the amount of $83,385.25 with Unicom Government, Inc., 15010 Conference Center Dr, Suite 110, Chantilly, VA 20151 for the purchase of Audio Code phone products and approve the associated budget amendment (BA).

Approved in accordance with recommendations.

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

A. Ordinance No. 7-2024 - Development Review Fee

Conduct the second reading and public hearing of Ordinance No. 7-2024 amending the Code of Ordinances by amending Development Review Procedures Manual Section 17.2 "Land Development Fees" by including an expedited plan review fee; providing severability, repeal of conflicting ordinances, incorporation into the code and an effective date. This is a legislative item.

On March 6, 2024, the Planning and Zoning Commission recommended approval of this item, 6-1.

Approved as recommended by staff and the Planning and Zoning Commission.

B. Ordinance No. 8-2024 - Golden Knights Boulevard

Conduct the second reading and public hearing of Ordinance No. 8-2024 amending Chapter 28 "Zoning", Article VI "Zoning District Standards" of the Code of Ordinances to require additional setback and buffer requirements for properties zoned Industrial (M-2) abutting Golden Knights Boulevard by amending Sections 28-318 "Industrial (M-2)", 30-332 "Required Landscape Yards" and 30-339 "Visual Buffer and Screening Requirements", providing for severability, repeal of conflicting ordinances, and incorporation into the code and effective date. This is a legislative item.

On March 6, 2024, the Planning and Zoning Commission tabled this item to their regular meeting on April 3, 2024 to allow staff time to revise the ordinance based



Detail by Entity Name

Florida Profit Corporation
CARR & COLLIER INC

Filing Information

Document Number	P05000163416
FEI/EIN Number	20-3943756
Date Filed	12/15/2005
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	12/09/2016
Event Effective Date	NONE

Principal Address

2864 West Main St.
Leesburg, FL 34748

Changed: 05/22/2023

Mailing Address

2864 West Main St.
Leesburg, FL 34748

Changed: 05/22/2023

Registered Agent Name & Address

RAYL, JOSEPH E
13541 SE 115th Ave
Ocklawaha, FL 32179

Address Changed: 03/17/2022

Officer/Director Detail

Name & Address

Title T, S

RAYL, KAREN L
13541 SE 115th Ave
Ocklawaha, FL 32179

Title P

RAYL, JOSEPH E
13541 SE 115th Ave
Ocklawaha, FL 32179

Title V

HOLIMAN, REYNOLDS
24200 US HWY. 27
LEESBURG, FL 34748

Annual Reports

Report Year	Filed Date
2023	01/11/2023
2023	05/22/2023
2024	03/01/2024

Document Images

03/01/2024 -- ANNUAL REPORT	View image in PDF format
05/22/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/11/2023 -- ANNUAL REPORT	View image in PDF format
03/17/2022 -- ANNUAL REPORT	View image in PDF format
03/02/2021 -- ANNUAL REPORT	View image in PDF format
05/08/2020 -- ANNUAL REPORT	View image in PDF format
02/27/2019 -- ANNUAL REPORT	View image in PDF format
02/19/2018 -- ANNUAL REPORT	View image in PDF format
01/11/2017 -- ANNUAL REPORT	View image in PDF format
12/09/2016 -- Name Change	View image in PDF format
03/09/2016 -- ANNUAL REPORT	View image in PDF format
01/20/2015 -- ANNUAL REPORT	View image in PDF format
03/25/2014 -- ANNUAL REPORT	View image in PDF format
11/15/2013 -- Amendment	View image in PDF format
09/20/2013 -- Amendment and Name Change	View image in PDF format
03/25/2013 -- ANNUAL REPORT	View image in PDF format
04/16/2012 -- ANNUAL REPORT	View image in PDF format
04/07/2011 -- ANNUAL REPORT	View image in PDF format
04/01/2010 -- ANNUAL REPORT	View image in PDF format
04/21/2009 -- ANNUAL REPORT	View image in PDF format
04/09/2008 -- ANNUAL REPORT	View image in PDF format
03/28/2007 -- ANNUAL REPORT	View image in PDF format
07/06/2006 -- ANNUAL REPORT	View image in PDF format
12/15/2005 -- Domestic Profit	View image in PDF format

Utility Contractors – New Projects, Repair, Replacement and Maintenance
Construction Contract # CN24P020/LR

This Contract made and entered into this 10th day of April 2024, between the City of Titusville, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" or "Owner", and Carr & Collier Inc., 2864 West Main Street, Leesburg, FL 34708, hereinafter referred to as the "Contractor".

Whereas, pursuant to all City Purchasing & Contracting policies, statutory requirements, and federal laws applicable, the City has competitively bid and advertised the Work titled "Proposal# 24-P-020/LR – **Utility Contractors – New Projects, Repair, Replacement and Maintenance**"; and,

Whereas, the City desires to engage a licensed, qualified, and experienced Contractor who has special and unique competency in Utility infrastructure repair, replacement and installation projects; and,

Whereas, the Contractor represents that it is duly licensed, and it has such competence and experience in providing these services; and,

Whereas, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and,

Whereas, at the regular City Council meeting March 26, 2024, the award of this contract was duly considered and approved; and,

Whereas, the City and the Contractor desire to reduce to writing their understanding and agreements on such.

It is, therefore agreed as follows:

1. **DESCRIPTION OF WORK:** The contractor shall furnish all supervision, labor, materials, supplies, tools, equipment, and transportation necessary to perform complete services necessary to perform, on an as-needed basis for the city, services required to provide Utility Contractor services as outlined in the scope of work of RFP #24P-020/LR. hereinafter referred to as "work," unless specifically noted otherwise. This agreement shall commence on the day it is executed by both parties and shall have an initial term of two (2) years with three (3) optional one-year extensions.
2. **ASSIGNMENT OF WORK**: It is the City's intent for projects less than $25,000, City staff will choose any one of the awarded contractors to perform the work. Contractors

will be awarded work on the following criteria: a. Specific and unique technical/project experience. b. Project approach. c. Past performance on previous City work. d. Availability of resources to undertake assignment. e. Willingness to meet time and budget requirements. f. Distribution of dollars awarded to date with the object of effecting an equitable distribution of contracts among qualified contractors. The chosen contractor will be provided the Scope of Work and a deadline to return the quote. Site visits will be scheduled as necessary. Contractor will be required to provide a quote and a schedule to perform the work using hourly rate quotes, material markup and other costs as agreed to on the contractor's contract price schedule. No invoices will be paid unless material, labor and appropriate markups are broken out separately on the invoice. For projects over $25,000, City staff will provide the Scope of Work and deadline to all awarded contractors. The low quote submitted will be awarded that project.

Any discrepancies found between the Contract Documents and/or any errors or omissions in the Contract Documents, shall be immediately reported to the City. The City shall promptly determine the validity and seriousness of the claimed condition and correct any such error or omission in writing, or otherwise direct Contractor. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

Any correction of errors or omissions in the Contract Documents may be made by the City when such correction is necessary for the proper fulfillment of their intention as construed by City. Where said correction of errors or omissions, except as provided in the next paragraph below, adds to the amount of work to be done by the Contractor, compensation for said additional work shall be negotiated between the parties and must be issued as a written change order before any such additional work is performed or no additional compensation shall be made.

The fact that specific mention of any part of work is omitted in the Contract Documents, whether intentionally or otherwise, when the same are usually and customarily required to complete fully such work as is specified herein, will not entitle the Contractor to consideration in the matter of any claim for extra compensation, but the said work must be installed or done the same as if called for by the Contract Documents. All

work and material usual and necessary to make the Work complete in all its parts, whether or not they are indicated or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by the same. The Contractor will not be allowed to take advantage of any errors or omissions in the Specifications. The City will provide full information when errors or omissions are discovered.

3. **CONTRACT DOCUMENTS:** The Contract Documents on which this agreement between the City and Contractor 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:

A. The standard solicitation and specifications titled "Proposal# 24-P-020/ALR – **Utility Contractors – New Projects, Repair, Replacement and Maintenance**", which is attached hereto as **Exhibit 1** and includes the following:

1. Notice to Proposers	2. Non-collusion Affidavit Form
3. Instruction to Proposers	4. Certification Regarding Lobbying
5. Price Proposal Form	6. Bidder Qualification Questionnaire
7. Categories of Work List	8. General Conditions
9. Affidavit	10. General Scope of Services
11. Draft Contract	12. Technical Specifications
13. Certificate-Contract Execution	14. Foreign Disclosure Form
15. Performance & Payment Bond	16. E-Verify
17. Drug-Free Workplace Form	18. Public Entity Crime Form
19. Certificate Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion	20. Scrutinized Companies

B. Contractor's bid submittal dated February 16, 2024 attached hereto as Exhibit 2 with all related documents, addenda if any, and other documents listed in the Contract Documents, and written modifications issued after execution of this Contract, if any.

C. This Construction Contract.

i. INTENT: The Scope of Work is an integrated part of the Contract Documents and as such do not stand alone if used independently. These documents establish minimum standards of quality for the Contract. The

intent of the Contract Documents is to set forth requirements of performance. It is also intended to include all supervision, labor, materials, equipment, tools, and transportation necessary for the proper execution of the Work, to require complete performance of the Work despite omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

ii. ENTIRE AND SOLE AGREEMENT: Except as specifically stated herein, the Contract Documents constitute the entire agreement between the parties and supersede all other agreements, not specifically set forth in the Contract Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.

iii. AMENDMENTS: The parties may modify this Contract at any time by written agreement. Neither the Contract Documents nor any term thereof may be changed, waived, discharged, or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

COMPENSATION AND PAYMENTS: For satisfactory performance of the Work, the Contractors will perform work on individual projects (for a variety of Public Works utility projects with an annual total authorized amount not to exceed $500,000 (five hundred thousand dollars and no cents) annually for all projects issued under all contracts. The City will pay the Contractor for all Work completed to the City's satisfaction at the agreed unit prices and project proposal. Invoices shall be submitted to the Public Works Department upon completion of Work specified within. Payments shall not be made for Work deemed incomplete or deficient by the City.

The City shall make partial payments to the Contractor on the basis of a duly certified and approved Pay Application, also referred to as invoice, for the Work

performed during the preceding calendar month by the Contractor, **less five percent (5%)** of the amount of such pay application request which is to be retained by the City until all Work has been performed strictly in accordance with the Contract and until such Work has fully been accepted by the City.

When Contract Time is approaching Substantial Completion, a pre-final inspection shall be conducted. Within 30 calendar days after reaching substantial completion, the City shall generate a single list (Punchlist) of items required to render complete, satisfactory, and acceptable the construction services purchased by the City. The Contractor will enter the estimated cost to complete each item on the list and return to the City within ten (10) calendar days. The City reserves the right to modify costs, as deemed reasonable, and finalize the Punchlist within five (5) calendar days.

Within twenty (20) business days after developing the Punchlist, and after receipt of a proper invoice or payment request, the City will pay the Contractor the remaining balance of the Contract, including all remaining retainage withheld by the City pursuant to Section 255.078, Florida Statutes, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list.

Upon the City's acceptance of the Work covered by this Contract and the receipt and acknowledgment by the City of a proper maintenance bond and as built plans, and submission by the Contractor, of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required are provided, final payment (for retainage duly invoiced) on account of this Contract shall be made within twenty-five (25) days after receipt of a proper pay application request by the City's Project Manager, pursuant to the Prompt Payment Act (Section 218.735 of the Florida Statutes) and all general conditions hereof.

A. **CLAIMS** – Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before Work starts on the changes or revisions. If the Contractor deems that extra compensation is due for Work not covered herein, or in any Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before Work begins on which the claim is based. If such

notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional Work requested by the City until the parties execute an appropriate Contract. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim.

B. **RELEASES** – When it is determined, as a result of a joint inspection of the Work by the Contractor and City, that the Work has been completed in accordance with the terms of the Contract Documents, the completion of the Work shall be certified by the City. At that time, the Contractor may submit the Contractor's final request for payment. Prior to final payment, the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of Claim for all claims against the City arising under or by virtue of the Contract. Also, from each supplier or subcontractor who has notified the City of their right to file a claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential claimant, a Claimant's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

The Purchasing & Contracting Administrator shall be the final authority as to the appropriateness of any payment submittal. The Purchasing & Contracting Administrator's decisions on payment matters shall be made in accordance with the word of the contract, City policies, and legal requirements.

C. Appeals – Appeals of the Purchasing & Contracting Administrator's decisions shall be posted as follows:

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

The Contractor agrees to an administrative hearing within the scope of the contract.

4. **CHANGE ORDERS:** The City reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by written

Change Order in accordance with the General Conditions of the solicitation book.

The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized contract amount. Furthermore, for any Change Order(s) that will increase the authorized contract amount, the City Manager is authorized to approve, whichever is greater, up to $25,000.00 or ten percent (10%) of the latest contract amount, not to exceed $50,000.00, provided that sufficient budgeted funds are available for this project.

5. **PROJECT SCHEDULE/TIME OF COMPLETION:** The Contractor shall commence Work to be performed under this Contract upon receipt of written Notice to Proceed from the City's Project Manager. The Contractor shall begin the Work and shall fully complete the Work outlined in the agreed upon project proposal in accordance with the Contract documents.

The Contractor shall perform all Work under this Contract in a timely manner consistent with the assignment schedules as mutually agreed upon by the City and the Contractor. No extension of time shall be valid unless given in writing by the City. No monetary compensation shall be given for such delay.

A delay beyond the Contractor's control may entitle the Contractor to an extension of time in which to complete the Work as determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. Contract time shall not be extended for "Rain Day" delays. The City will continually monitor the effects of weather and, when found justified. The City will require the Contractor to submit a request for additional time due to the effects of weather. The City will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions related adverse soil conditions that prevent the Contract from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal workday on pre-determined controlling work items; or
2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect: and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement

weather.

"Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

The City shall have the authority to suspend the Work wholly or in part, for such periods as may be deemed necessary and for whatever cause, by sending written notice of suspension to the Contractor. If the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this paragraph without the City's written permission. In the event the City suspends the Work, the Contractor shall be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

6. **LIQUIDATED DAMAGES:** It is mutually agreed that time is of the essence in this Contract and should the Contractor fail to complete the Work within the specified time within the Notice to Proceed. The City may establish liquidated damages based on any work order project.

The Contractor shall consider all contingent Work which has to be done by other parties, arising from any cause whatsoever, and shall not plead their want of knowledge of said contingent Work as an excuse for delay in their Work, or for the non-performance.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the City of its rights under this Contract. In case of default of the Contract and the completion of the Work by the City as hereinafter provided, the Contractor and their Surety shall be liable for the liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the City due to any unreasonable action, negligence, omission, or delay of the City.

If any suit for the collection of, or involving the assessment of liquidated damages, the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The liquidated damages referred to herein are intended to be and are

accumulative and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by Statute, or under the Contract.

7. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS:** The Contractor hereby agrees that they have carefully examined the surface of the site and has made sufficient tests or other necessary subsurface investigations to fully satisfy themself that such site is a correct and suitable one for this Work and they assume full responsibility therefore. The provisions of this Contract shall control any inconsistent provision contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the City than against the Contractor and their Surety.

   Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the City's Engineer, and their decision shall be final and binding the Contractor.

   It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the City, its consulting Engineer/Architect or by any agent or representative as in compliance with the terms of the Contract and/or the Drawings, and Specifications covering said Work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the City may require the Contractor and/or their Surety to repair, replace, restore and/or make to comply strictly with this Contract and the Drawings and Specifications any and all of said Work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guaranteed provisions. Failure on the part of the Contractor and/or their Surety, immediately after notice to either, to repair or replace any such defective materials and Workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable

cost of such replacement and/or repair from the Contractor and/or their surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this Contractor and/or their failure to comply strictly with the Contract and with the Drawings and Specifications.

8. **PROJECT MANAGER:** The City shall designate a Project Manager. All Work done shall be subject to the review of the City's Project Manager or designee. Any and all technical questions, which may arise as to the quality and acceptability of materials furnished, work performed or work to be performed, interpretation of the specified requirements and all technical questions as to acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

   The Work shall be subject at all times to review by the City. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Project Manager and Purchasing & Contracting Administrator.

9. **CONTRACTOR'S DUTY & PERFORMANCE:** Contractor's services will meet the minimum level of care and skill ordinarily used by members of Contractor's occupation/profession performing the type of services provided herein within the State of Florida.

   Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over assembly means, methods, techniques, sequences, and procedures, and coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

   Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and

services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

Unless otherwise provided in the Contract Documents, Contractor shall pay all sales, use, and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all federal, state, and local licenses necessary to perform the Work under the Contract.

Cleanup - The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Work. At the completion of the Work, the Contractor shall remove all their rubbish, tools, scaffolding and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified, and shall insure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner. At no additional expense to the City, the Contractor will restore to their original conditions or better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, etc., disturbed or damaged during the prosecution of the Work. Final payment will be withheld until such clean up and repairs are completed.

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned by an independent labor force. The cost of cleaning by said independent labor force shall be deducted from the monies due the Contractor.

10. **CONTRACTOR'S RESPONSIBILITY FOR WORK:** Until acceptance of Work by the City, the Work shall be under the charge and care of the Contractor, and they shall take every necessary precaution against damage to the Work by action of the elements or any other cause whatsoever, whether arising from execution or from the non-execution of the Work. The Contractor shall reprint, repair, restore, and make good, without additional compensation, all damage to any portion of the Work occasioned by any cause, other than the sole and active negligence of the City, before its completion and

acceptance.

Materials and equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

11. UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE"):

Contractor shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event, as defined herein. Contractor shall not be relieved from liability for failures that are due to a Force Majeure event that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact of such event. Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the Contractor claiming Force Majeure: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Contractor claiming Force Majeure. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

12. SUBCONTRACTS AND ASSIGNABILITY: The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the same without the prior written consent of the City. Any subcontracts or other work which is performed by persons or firms other than the Contractor under this Contract or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or other Contractors required by the Contractor in connection with services covered by this Contract must be specifically approved by the City, thereby:

A. Thereby approval will be given only after the Surety on the Contract Bond has

informed the City in writing that it approves of such assignment being made.

B. In the event the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

13. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Contract. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but limited to:

A. Providing Worker's Compensation coverage for employees as required by law; and

B. Hiring of any employees, assistants, or subcontractors necessary for performance of the Work; and

C. Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; and

D. Payment of all federal, state, and local taxes income, or employment taxes, if Contractor is not a corporation, self-employment, Social Security taxes; and

E. Compliance with the Fair Labor Standards Act, 29U.S.C. §§201. Et. Seq., including payment of overtime in accordance with the requirements od said Act; and

F. Providing employee training for all functions necessary for performance of the Work; and

G. Providing equipment and materials necessary to the performance of the Work; and

H. Providing office or other facilities for the performance of the Work.

In the event the City provides training, equipment, materials, or facilities or otherwise facilitates performance of the Work, this shall not affect any of the Contractor's duties hereunder or alter Contractor's status as an independent contractor.

14. **PROTECTION OF PERSON AND PROPERTY:** The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor and all subcontractors shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. Failure to comply with the Act constitutes a failure to perform on behalf of the Contractor. This Contract requires that the Contractor and any subcontractors hired by the Contractor agree to reimburse the City for any fines and/or court cost arising from penalties charged to the City for violations of OSHA committed by the Contractor or any subcontractor.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or lost to, all employees on the Work and all other persons who may be affected thereby; all the Work materials and equipment to be incorporated therein, whether in storage on or off the project site or adjacent thereto, including vehicles and equipment therein, trees, shrubs, lawn, walks, pavements, structures, and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall insure that its contract Work does not impair the proper functioning of these utilities.

The Contractor shall perform any Work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City Project Manager of the emergency as soon as practicable but shall not wait for instruction before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the Contractor keep and maintain all necessary protective devices in place and in proper condition at all times

where Work is being performed, to prevent injury to person or damage to public or private property.

The Contractor shall be held responsible for such safety and protection until final written acceptance of the Work is issued by the City.

15. INDEMNIFICATION & INSURANCE:

A. **INDEMNIFICATION** - The Contractor shall indemnify, save harmless and defend the City and all of its officers, agents, and employees from all claims, actions or suits, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said Contractor's operations relating to this contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the Work; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission by said Contractor or that of a subcontractor, or anyone employed by them, or for whose acts Contractor or a subcontractor may be liable; or because of any claims or amounts recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws.

Should the Contractor fail to maintain adequate protection for the City a portion of the money due the Contractor under the Contract, as may be considered necessary by the Purchasing & Contracting Administrator, may be retained for use by the City to address all such claims. In case no money is due, the Contractor's Surety shall be held until such suit(s), action(s), or claim(s) for damage(s) or injury(ies) as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Purchasing & Contracting Administrator. The exception being that money due the Contractor will not be withheld under this provision when the Contractor produces satisfactory evidence that he has, in the opinion of the City, adequate insurance coverage.

The Contractor guarantees the payments of all just claims for materials, supplies, tools, labor, and other just claims against him or any subcontractor in connection with this Contract. The Contractor's bond will not be released by final acceptance and payment by the City unless all such claims are paid or released. Final

waivers of liens for all subcontractors shall be provided to the Purchasing & Contracting Administrator in a timely manner after request for a final inspection.

B. **INSURANCE** - The Contractor shall not commence Work under this Contract until he has obtained and provided insurance of the character specified in the Contract Documents and in such amounts that will provide adequate protection to the City and the Contractor against all Liabilities, damages, and accidents, nor shall he commence Work until such insurance has been approved by the City. The Contractor shall not allow any Subcontractor to commence on their subcontract until all insurance required of the subcontract has been obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Contractor or Subcontractor release the Contractor or Subcontractor of full responsibility for liability, damages, or accidents.

The Contractor and each Subcontractor shall maintain such required insurance during the life of the Contract, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) days advance notice to the City. Coverage shall be as follows:

1) Commercial General Liability Insurance coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.
2) Auto Liability Insurance, covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.
3) Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a

navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.

4) In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.
5) In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.
6) In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way

lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

16. **BONDS:**

A. **PERFORMANCE AND PAYMENT BONDS** – Bonds may be required on a project-by-project basis.

B. **MAINTENANCE BOND** – Bonds may be required on a project-by-project basis.

C. **ADDITIONAL BONDS** – It is further agreed between the parties hereto, that if at any time after the execution of this Contract and the Performance Bond hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, within five (5) days after receipt of notice from the City to do so, the Contractor shall, at their own expense, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City.

17. **GENERAL PERSONNEL:** The Contractor represents that it will secure at its own expense all personnel and subcontractors required for services, which are necessary to complete the Work as described in this Contract. All services under this Contract shall be performed by the Contractor or subcontractor and all persons engaged in work under the Contract shall be qualified to perform such services and authorized under federal, state, and local laws to perform such services. Personnel who perform services under this Contract shall not be employees of the City.

All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any worker including supervisors, employed by the Contractor or subcontractor who, in the opinion of the City does not perform Work under this Contract in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately and shall not be employed again in any portion or the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel

executing Work related to this contract. This listing shall be updated by the Contractor within three days of a personnel change.

18. **EQUAL OPPORTUNITY EMPLOYER:** The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to voluntarily comply with EOE regulations with regards to gender, age, race, veteran status, country of origin, and creed. Any subcontracts the Contractor may enter into shall make reference to this clause with the same degree of application being encountered. When applicable the Contractor shall comply with all State or Federal EOE regulations.

19. **DRUG-FREE WORKPLACE:** The City of Titusville encourages all contractors to maintain a drug-free workplace program in accordance with Section 287.087 of the Florida Statutes.

20. **PUBLIC ENTITY CRIME:**

The Contractor shall file a sworn statement with the City, which is provided under Contract Forms, stating whether a person or affiliate as defined in Section 287.133(1), Florida Statutes, has been convicted of a public entity crime subsequent to October 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

21. **E-VERIFY:** As a condition precedent to entering into a Contract as a result of this bid/proposal, and in compliance with Section 448.095, Florida Statutes, Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 2, 2021.

    A. The City shall not enter into, or renew, a contract with a Contractor that is not enrolled in E-Verify. Any Contractor that has a contract with the City shall be contractually obligated to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The Contractor shall provide the City acceptable evidence of their enrollment at time of execution of the contract or renewal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the Business.

    B. Contractor shall require of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the

subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

C. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statute or the provision of this section shall terminate the contract with the person or entity.

D. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

E. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statute. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public Contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

F. Subcontracts: Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

22. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT:** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Contract, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered

telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

23. **SCRUTINIZED COMPANIES:** In accordance with Sections 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Contract Documents. Contractor and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

24. **ANTI-DISCRIMINATION:** Contractor for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-leases, as a part of the consideration hereof—hereby covenants and agrees that:

    A. No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded

from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

B. No Employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Contract.

25. DISCRIMINATORY VENDOR LIST: Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

26. GRATUITIES AND KICKBACKS:

A. **GRATUITIES**
It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore.

B. **KICKBACKS**

It must be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

C. **CONTRACT CLAUSE**
The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

27. **FOREIGN GIFTS AND CONTRACTS:** The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under Florida Statutes 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission.

28. **ANTITRUST VIOLATIONS; DENIAL OR REVOCATION:** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

29. **ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:**

Pursuant to Florida Statute 287.05701, local governments cannot give preference to a contractor based on social, political or ideological interests such as those listed directly below. Contractors are also prohibited from giving preference to subcontractors based on the below listed factors. Violations will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

A. The Contractor's political opinions, speech, or affiliations.
B. The Contractor's religious beliefs, religious exercise, or religious affiliations.
C. The Contractor's lawful ownership of a firearm.
D. The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
E. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
F. The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
G. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
H. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
    2. Social governance standards, benchmarks, or
    3. requirements, including, but not limited to, environmental or social justice;
    4. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
    5. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

30. **NON-APPROPRIATIONS:** This Contract will remain in full force and effect only as long as the expenditures provided for the Contract have been appropriated by the City Council in the annual budget for each fiscal year of the Contract, and is subject to termination without penalty if funding is not appropriated.

31. **SEVERABILITY:** If any clause or provision of this contract is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Contract, then and only in that event, it shall be the intention of the parties that the remainder of this Contract, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Contract upon the Parties shall be cumulative but not restricted to those given by law.

32. **TERMINATION:**

A. **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, Contractor's:

1. Failing to carry forward and complete Work in accordance with the requirements hereof; or
2. Failing to comply with applicable laws, regulations, permits, or ordinances'; or
3. Failing to timely commence or continuously and vigorously pursue correction of defective Work; or
4. Making a general assignment for the benefit of its creditors; or
5. Having receiver appointed because of insolvency; or
6. Filing bankruptcy or having a petition for involuntary bankruptcy filed against it; or
7. Failing to make prompt payments, when properly due, to subcontractors, 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 Contractor with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of the termination. Such notice shall state the nature of the deficiency and, at the City's sole judgment and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take

possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City.

B. **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 ten (10) days written notice to the Contractor.

Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services, or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for any Work performed prior to the date of the termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the vendor. Any such materials shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specially provided for herein, including but not limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

C. **BANKRUPTCY:** If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of 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 Documents, the City may – by at least ten (10) days prior written notice to the Contractor – without prejudice to any other rights or remedies of the City under the Contract, terminate the Contractor's right to proceed with the Work. In such event, the City may take over the Work and proceed with same to Completion – by Contract or otherwise – and the Contractor and its Sureties shall be liable to the City for any excess cost incurred by the City. In such case, the City may take possession of and utilize in completing the Work, such necessary materials, appliances, and plant as may be on the site of the Project. The foregoing provisions are in addition to, and not in limitation of, the right of the City under any other provisions of the Contract Documents.

33. **COMPLIANCE WITH LAW:** The Contractor expressly agrees to comply with all known laws and regulations relating to providing services under this Contract. The failure of the Contractor to adhere to any known law or regulation pertaining to furnishing services under this Contract shall constitute a material breach of this Contract.

34. **CERTIFICATION OF RESTRICTION ON LOBBYING:** The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any Florida Department of Transportation (FDOT) Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with the instructions.

35. **GOVERNING LAW:** The laws of the State of Florida shall govern this Contract.

36. **VENUE:** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.

37. **WAIVER OF TRIAL BY JURY:** The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

38. **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.

39. **CONFLICT OF INTEREST:** No officer, member or employee of the City or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this contract or any related subcontract, or the proceeds thereof. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

40. **CONFLICTING PROVISIONS:** Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.

41. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company corporation individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

42. **CONSTRUING PROVISIONS:** This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts for their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the General terms of this Contract, the provisions of the

latter shall prevail.

43. **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.

44. **RETENTION AND REVIEW OF RECORDS:** The Contractor and its subcontractors or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

    The Contractor and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Contractor or its subcontractor or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Contractor and its subcontractors will permit such representatives to interview employees on the job during working hours.

45. **AUDIT RIGHTS:** The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the Contract and for a period of five (5) years after

completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must all the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the Contract.

46. **PUBLIC RECORDS:** Records of the Contractor that are made or received in the course or performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Florida Statute. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Florida Statute. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

A. As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract, the Contractor agrees to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized the law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public

records as required by the City to perform the service. If the Contractor transfers all public records upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. The term "public record" as used in this provision include all documents, papers, letters, maps, books, tapes, photographs, films, sound records, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.

-IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

CONTRACTOR:
Carr & Collier Inc.
2864 West Main Street
Leesburg, FL 34748

By: _____
Reynolds Holiman, Vice President
Date: 4/4/24

OWNER:
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By: _____
Daniel E. Diesel, Mayor
Date: 4-10-24

ATTEST:
_____
Wanda F. Wells, City Clerk
Date: 4-10-24

APPROVED AS TO FORM:
_____
Richard C. Broome, City Attorney
Date: 4-9-2024

APPROVED AS TO CONTENT:
_____
William S. Latese, City Manager
Date: 10Apr24

Staff Review & Preparation:

_____ Date: 4/8/2024
Leslie A. Rothering, Purchasing & Contracting Administrator

_____ Date: 4/8/24
C. Kevin Cook, Public Works Director

Exhibit 1 – RFP Document
Exhibit 2 – Contractor's Proposal Submittal
Attachment A – Awarded Contractors for Categories A-D

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

January 14, 2026

Mr. Matt Blanton, President
Cathcart Construction Co – FL, LLC
1056 Willa Springs Dr
Winter Springs, FL 32708

RE: 1st Contract Renewal – CN24P020LR_Cathcart Construction Co
Utility Contractors – New Projects, Repair, Replacement & Maintenance.

Dear Mr. Blanton,

In accordance with the referenced contract dated April 10th, 2024, between the City of Titusville and Cathcart Construction Co, the City is hereby exercising the first (1) one-year administrative renewals. The term of the contract is hereby extended to **April 9th, 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 item# 15 – 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

Cathcart Construction Co – FL, LLC

Matt T. Blanton, President
Matt Blanton
~~Vice~~ President

Cc: Sandra Reller, Interim Public Works Director
Purchasing & Contracting file

INTERNAL ROUTING SLIP

City of Titusville
Purchasing & Contracting Division

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

CONTRACTOR NAME: SDV Services, Driveways, Inc., Cathcart Construction Co, Carr & Collier

CONTRACT NAME: Utility Contractors' Services Repair, Maintenance, Replacement

CONTRACT NUMBER: CN24P020/LR

FROM:	**PHONE:**
Leslie Rothering - Purchasing and Contracting	ext. 3973

**** FOR ROUTING PURPOSES ONLY ****

DATE:	TO:	ACTION REQUIRED:	INITIALS:
April 8, 2024	Richard Broome	Approval/Signature	
REMARKS: Bid Document and responses copier to flash drive. Council approved on March 26, 2024 awarding to multiple contractors.			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
April 10, 2024	City Manager and Mayor	Signature	WK
REMARKS: City Manager and Mayor signature required to execute contracts.			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
REMARKS:			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
REMARKS:			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
REMARKS:			

↓ FOR CITY CLERK PURPOSES ↓

Please refer to top of this form for Contract Name and Number

X Scan to Active Contracts

_____ Do not Scan

4/16/24 Date Scanned to Laserfiche

JM Scanned By

A. Reserved for Presentations

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

No action.

6. BOARDS AND COMMISSIONS

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

No action.

8. CONSENT AGENDA

A. Equipment/Vehicle Camera Systems and GPS Monitoring

Approve the use of Sourcewell Contract #020221-SAM in the amount of $65,335 to Samsara Inc., of San Francisco, CA for dash camera installation and GPS and camera monitoring for City vehicles and equipment and approve the use of The Interlocal Purchasing System (TIPS) contract #220101 in the amount of $106,845.27 for installation of camera systems and blind spot monitoring on Solid Waste vehicles and large Equipment to Pro-Vision Video Systems of Byron Center, MI. Additionally, approve the terms of service and add Pro-Vision Video Systems and Samsara Inc. to the vendor of record for standardization of vehicle/equipment cameras and annual software licensing.

Approved in accordance with recommendations.

B. FY 2023 Annual Comprehensive Financial Report

Accept the Annual Comprehensive Financial Report for Fiscal Year (FY) 2023. The report will be available and distributed following publishing the Council agenda packet.

Approved in accordance with recommendations.

C. Change Order #3 and #4 - Blue Heron WRF Clarifier

Approve the Change Order #3 and #4 to Razorback, LLC for the fabrication and installation of new stairways and additional floor grout thickness within the clarifier at the Blue Heron Water Reclamation Facility Service Area in the amount of $75,800. Additionally, authorize the City Manager to execute the change order.

Approved in accordance with recommendations.

D. Award of Contract - Utility Contractors

Approve the award of contract to Affordable Development, Carr & Collier Inc, Cathcart Construction Company, Drewry Site Development, Hinterland Group, SDV Services LLC, and Young's Communication for the construction of various utility maintenance and improvement projects on an as-needed basis for an annual amount not to exceed $500,000; and authorize the Mayor to execute the contract upon review and approval of City staff.

Approved in accordance with recommendations.

E. Phone Replacement Project

Approve the use of Omnia Partners Cooperative Contract 01-171, Technology Services, Solutions and Related Products in the amount of $83,385.25 with Unicom Government, Inc., 15010 Conference Center Dr, Suite 110, Chantilly, VA 20151 for the purchase of Audio Code phone products and approve the associated budget amendment (BA).

Approved in accordance with recommendations.

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

A. Ordinance No. 7-2024 - Development Review Fee

Conduct the second reading and public hearing of Ordinance No. 7-2024 amending the Code of Ordinances by amending Development Review Procedures Manual Section 17.2 "Land Development Fees" by including an expedited plan review fee; providing severability, repeal of conflicting ordinances, incorporation into the code and an effective date. This is a legislative item.

On March 6, 2024, the Planning and Zoning Commission recommended approval of this item, 6-1.

Approved as recommended by staff and the Planning and Zoning Commission.

B. Ordinance No. 8-2024 - Golden Knights Boulevard

Conduct the second reading and public hearing of Ordinance No. 8-2024 amending Chapter 28 "Zoning", Article VI "Zoning District Standards" of the Code of Ordinances to require additional setback and buffer requirements for properties zoned Industrial (M-2) abutting Golden Knights Boulevard by amending Sections 28-318 "Industrial (M-2)", 30-332 "Required Landscape Yards" and 30-339 "Visual Buffer and Screening Requirements", providing for severability, repeal of conflicting ordinances, and incorporation into the code and effective date. This is a legislative item.

On March 6, 2024, the Planning and Zoning Commission tabled this item to their regular meeting on April 3, 2024 to allow staff time to revise the ordinance based



Detail by Entity Name

Florida Limited Liability Company
CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC

Filing Information

Document Number	L14000021124
FEI/EIN Number	46-4740152
Date Filed	02/06/2014
State	FL
Status	ACTIVE
Last Event	LC DISSOCIATION MEM
Event Date Filed	05/16/2014
Event Effective Date	NONE

Principal Address

1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

Changed: 04/29/2022

Mailing Address

PO BOX 195788
WINTER SPRINGS, FL 32708

Registered Agent Name & Address

CATHCART, DAVID
1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

Name Changed: 04/26/2015

Address Changed: 04/29/2022

Authorized Person(s) Detail

Name & Address

Title MGR

BLANTON, MATT
PO BOX 195788
WINTER SPRINGS, FL 32719

Title MGR

CATHCART, DAVID
PO BOX 195788
WINTER SPRINGS, FL 32719

Title Manager

Cathcart, John
2564 Connection Point
Oviedo, FL 32765

Annual Reports

Report Year	Filed Date
2021	04/22/2021
2022	04/29/2022
2023	03/15/2023

Document Images

03/15/2023 -- ANNUAL REPORT	View image in PDF format
04/29/2022 -- ANNUAL REPORT	View image in PDF format
04/22/2021 -- ANNUAL REPORT	View image in PDF format
08/18/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
04/29/2018 -- ANNUAL REPORT	View image in PDF format
03/30/2017 -- ANNUAL REPORT	View image in PDF format
04/14/2016 -- ANNUAL REPORT	View image in PDF format
04/26/2015 -- ANNUAL REPORT	View image in PDF format
05/16/2014 -- CORLCDSMEM	View image in PDF format
02/06/2014 -- Florida Limited Liability	View image in PDF format

This Contract made and entered into this 10th day of April 2024, between the City of Titusville, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" or "Owner", and Cathcart Construction Company – Florida, LLC, 1056 Willa Springs Dr., Winter Springs, FL 32708, hereinafter referred to as the "Contractor".

Whereas, pursuant to all City Purchasing & Contracting policies, statutory requirements, and federal laws applicable, the City has competitively bid and advertised the Work titled "Proposal# 24-P-020/LR – **Utility Contractors – New Projects, Repair, Replacement and Maintenance**"; and,

Whereas, the City desires to engage a licensed, qualified, and experienced Contractor who has special and unique competency in Utility infrastructure repair, replacement and installation projects; and,

Whereas, the Contractor represents that it is duly licensed, and it has such competence and experience in providing these services; and,

Whereas, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and,

Whereas, at the regular City Council meeting March 26, 2024, the award of this contract was duly considered and approved; and,

Whereas, the City and the Contractor desire to reduce to writing their understanding and agreements on such.

It is, therefore agreed as follows:

1. **DESCRIPTION OF WORK:** The contractor shall furnish all supervision, labor, materials, supplies, tools, equipment, and transportation necessary to perform complete services necessary to perform, on an as-needed basis for the city, services required to provide Utility Contractor services as outlined in the scope of work of RFP #24P-020/LR. hereinafter referred to as "work," unless specifically noted otherwise.
   This agreement shall commence on the day it is executed by both parties and shall have an initial term of two (2) years with three (3) optional one-year extensions.

2. **ASSIGNMENT OF WORK**: It is the City's intent for projects less than $25,000, City staff will choose any one of the awarded contractors to perform the work. Contractors will be awarded work on the following criteria: a. Specific and unique technical/project experience. b. Project approach. c. Past performance on previous City work. d. Availability of resources to undertake assignment. e. Willingness to meet time and budget requirements. f. Distribution of dollars awarded to date with the object of effecting an equitable distribution of contracts among qualified contractors. The chosen contractor will be provided the Scope of Work and a deadline to return the quote. Site visits will be scheduled as necessary. Contractor will be required to provide a quote and a schedule to perform the work using hourly rate quotes, material markup and other costs as agreed to on the contractor's contract price schedule. No invoices will be paid unless material, labor and appropriate markups are broken out separately on the invoice. For projects over $25,000, City staff will provide the Scope of Work and deadline to all awarded contractors. The low quote submitted will be awarded that project.

Any discrepancies found between the Contract Documents and/or any errors or omissions in the Contract Documents, shall be immediately reported to the City. The City shall promptly determine the validity and seriousness of the claimed condition and correct any such error or omission in writing, or otherwise direct Contractor. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

Any correction of errors or omissions in the Contract Documents may be made by the City when such correction is necessary for the proper fulfillment of their intention as construed by City. Where said correction of errors or omissions, except as provided in the next paragraph below, adds to the amount of work to be done by the Contractor, compensation for said additional work shall be negotiated between the parties and must be issued as a written change order before any such additional work is performed or no additional compensation shall be made.

The fact that specific mention of any part of work is omitted in the Contract Documents, whether intentionally or otherwise, when the same are usually and customarily required to complete fully such work as is specified herein, will not entitle the

Contractor to consideration in the matter of any claim for extra compensation, but the said work must be installed or done the same as if called for by the Contract Documents. All work and material usual and necessary to make the Work complete in all its parts, whether or not they are indicated or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by the same. The Contractor will not be allowed to take advantage of any errors or omissions in the Specifications. The City will provide full information when errors or omissions are discovered.

3. **CONTRACT DOCUMENTS:** The Contract Documents on which this agreement between the City and Contractor 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:

A. The standard solicitation and specifications titled "Proposal# 24-P-020/ALR – **Utility Contractors – New Projects, Repair, Replacement and Maintenance**", which is attached hereto as **Exhibit 1** and includes the following:

1. Notice to Proposers	2. Non-collusion Affidavit Form
3. Instruction to Proposers	4. Certification Regarding Lobbying
5. Price Proposal Form	6. Bidder Qualification Questionnaire
7. Categories of Work List	8. General Conditions
9. Affidavit	10. General Scope of Services
11. Draft Contract	12. Technical Specifications
13. Certificate-Contract Execution	14. Foreign Disclosure Form
15. Performance & Payment Bond	16. E-Verify
17. Drug-Free Workplace Form	18. Public Entity Crime Form
19. Certificate Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion	20. Scrutinized Companies

B. Contractor's bid submittal dated February 16, 2024 attached hereto as Exhibit 2 with all related documents, addenda if any, and other documents listed in the Contract Documents, and written modifications issued after execution of this Contract, if any.

C. This Construction Contract.

i. INTENT: The Scope of Work is an integrated part of the Contract

Documents and as such do not stand alone if used independently. These documents establish minimum standards of quality for the Contract. The intent of the Contract Documents is to set forth requirements of performance. It is also intended to include all supervision, labor, materials, equipment, tools, and transportation necessary for the proper execution of the Work, to require complete performance of the Work despite omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

ii. ENTIRE AND SOLE AGREEMENT: Except as specifically stated herein, the Contract Documents constitute the entire agreement between the parties and supersede all other agreements, not specifically set forth in the Contract Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.

iii. AMENDMENTS: The parties may modify this Contract at any time by written agreement. Neither the Contract Documents nor any term thereof may be changed, waived, discharged, or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

COMPENSATION AND PAYMENTS: For satisfactory performance of the Work, the Contractors will perform work on individual projects (for a variety of Public Works utility projects with an annual total authorized amount not to exceed $500,000 (five hundred thousand dollars and no cents) annually for all projects issued under all contracts. The City will pay the Contractor for all Work completed to the City's satisfaction at the agreed unit prices and project proposal. Invoices shall be submitted to the Public Works Department upon completion of Work specified within. Payments shall not be made for Work deemed incomplete or deficient by the City.

The City shall make partial payments to the Contractor on the basis of a duly certified and approved Pay Application, also referred to as invoice, for the Work performed during the preceding calendar month by the Contractor, **less five percent (5%)** of the amount of such pay application request which is to be retained by the City until all Work has been performed strictly in accordance with the Contract and until such Work has fully been accepted by the City.

When Contract Time is approaching Substantial Completion, a pre-final inspection shall be conducted. Within 30 calendar days after reaching substantial completion, the City shall generate a single list (Punchlist) of items required to render complete, satisfactory, and acceptable the construction services purchased by the City. The Contractor will enter the estimated cost to complete each item on the list and return to the City within ten (10) calendar days. The City reserves the right to modify costs, as deemed reasonable, and finalize the Punchlist within five (5) calendar days.

Within twenty (20) business days after developing the Punchlist, and after receipt of a proper invoice or payment request, the City will pay the Contractor the remaining balance of the Contract, including all remaining retainage withheld by the City pursuant to Section 255.078, Florida Statutes, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list.

Upon the City's acceptance of the Work covered by this Contract and the receipt and acknowledgment by the City of a proper maintenance bond and as built plans, and submission by the Contractor, of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required are provided, final payment (for retainage duly invoiced) on account of this Contract shall be made within twenty-five (25) days after receipt of a proper pay application request by the City's Project Manager, pursuant to the Prompt Payment Act (Section 218.735 of the Florida Statutes) and all general conditions hereof.

A. **CLAIMS** – Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before Work starts on the changes or revisions. If the Contractor deems that extra compensation is due for Work not covered herein, or in any Supplemental Agreement, the Contractor

shall notify the City in writing of its intention to make claim for extra compensation before Work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional Work requested by the City until the parties execute an appropriate Contract. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim.

B. **RELEASES** – When it is determined, as a result of a joint inspection of the Work by the Contractor and City, that the Work has been completed in accordance with the terms of the Contract Documents, the completion of the Work shall be certified by the City. At that time, the Contractor may submit the Contractor's final request for payment. Prior to final payment, the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of Claim for all claims against the City arising under or by virtue of the Contract. Also, from each supplier or subcontractor who has notified the City of their right to file a claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential claimant, a Claimant's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

The Purchasing & Contracting Administrator shall be the final authority as to the appropriateness of any payment submittal. The Purchasing & Contracting Administrator's decisions on payment matters shall be made in accordance with the word of the contract, City policies, and legal requirements.

C. Appeals – Appeals of the Purchasing & Contracting Administrator's decisions shall be posted as follows:

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

The Contractor agrees to an administrative hearing within the scope of the contract.

4. **CHANGE ORDERS:** The City reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by written Change Order in accordance with the General Conditions of the solicitation book.

   The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized contract amount. Furthermore, for any Change Order(s) that will increase the authorized contract amount, the City Manager is authorized to approve, whichever is greater, up to $25,000.00 or ten percent (10%) of the latest contract amount, not to exceed $50,000.00, provided that sufficient budgeted funds are available for this project.

5. **PROJECT SCHEDULE/TIME OF COMPLETION:** The Contractor shall commence Work to be performed under this Contract upon receipt of written Notice to Proceed from the City's Project Manager. The Contractor shall begin the Work and shall fully complete the Work outlined in the agreed upon project proposal in accordance with the Contract documents.

   The Contractor shall perform all Work under this Contract in a timely manner consistent with the assignment schedules as mutually agreed upon by the City and the Contractor. No extension of time shall be valid unless given in writing by the City. No monetary compensation shall be given for such delay.

   A delay beyond the Contractor's control may entitle the Contractor to an extension of time in which to complete the Work as determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. Contract time shall not be extended for "Rain Day" delays. The City will continually monitor the effects of weather and, when found justified. The City will require the Contractor to submit a request for additional time due to the effects of weather. The City will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions related adverse soil conditions that prevent the Contract from productively performing controlling items of work resulting in:

   1. The Contractor being unable to work at least 50% of the normal workday on pre-determined controlling work items; or
   2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect: and provided that the Contractor was unable to work at least 50% of

the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather.

"Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

The City shall have the authority to suspend the Work wholly or in part, for such periods as may be deemed necessary and for whatever cause, by sending written notice of suspension to the Contractor. If the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this paragraph without the City's written permission. In the event the City suspends the Work, the Contractor shall be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

6. **LIQUIDATED DAMAGES:** It is mutually agreed that time is of the essence in this Contract and should the Contractor fail to complete the Work within the specified time within the Notice to Proceed. The City may establish liquidated damages based on any work order project.

The Contractor shall consider all contingent Work which has to be done by other parties, arising from any cause whatsoever, and shall not plead their want of knowledge of said contingent Work as an excuse for delay in their Work, or for the non-performance.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the City of its rights under this Contract. In case of default of the Contract and the completion of the Work by the City as hereinafter provided, the Contractor and their Surety shall be liable for the liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the City due to any unreasonable action, negligence, omission, or delay of the City.

If any suit for the collection of, or involving the assessment of liquidated damages,

the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The liquidated damages referred to herein are intended to be and are accumulative and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by Statute, or under the Contract.

7. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS:** The Contractor hereby agrees that they have carefully examined the surface of the site and has made sufficient tests or other necessary subsurface investigations to fully satisfy themself that such site is a correct and suitable one for this Work and they assume full responsibility therefore. The provisions of this Contract shall control any inconsistent provision contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the City than against the Contractor and their Surety.

Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the City's Engineer, and their decision shall be final and binding the Contractor.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the City, its consulting Engineer/Architect or by any agent or representative as in compliance with the terms of the Contract and/or the Drawings, and Specifications covering said Work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the City may require the Contractor and/or their Surety to repair, replace, restore and/or make to comply strictly with this Contract and the Drawings and Specifications any and all of said Work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guaranteed provisions. Failure on the part of the Contractor and/or their Surety, immediately after

notice to either, to repair or replace any such defective materials and Workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or their surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this Contractor and/or their failure to comply strictly with the Contract and with the Drawings and Specifications.

8. **PROJECT MANAGER:** The City shall designate a Project Manager. All Work done shall be subject to the review of the City's Project Manager or designee. Any and all technical questions, which may arise as to the quality and acceptability of materials furnished, work performed or work to be performed, interpretation of the specified requirements and all technical questions as to acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

   The Work shall be subject at all times to review by the City. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Project Manager and Purchasing & Contracting Administrator.

9. **CONTRACTOR'S DUTY & PERFORMANCE:** Contractor's services will meet the minimum level of care and skill ordinarily used by members of Contractor's occupation/profession performing the type of services provided herein within the State of Florida.

   Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over assembly means, methods, techniques, sequences, and procedures, and coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

Unless otherwise provided in the Contract Documents, Contractor shall pay all sales, use, and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all federal, state, and local licenses necessary to perform the Work under the Contract.

Cleanup - The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Work. At the completion of the Work, the Contractor shall remove all their rubbish, tools, scaffolding and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified, and shall insure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner. At no additional expense to the City, the Contractor will restore to their original conditions or better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, etc., disturbed or damaged during the prosecution of the Work. Final payment will be withheld until such clean up and repairs are completed.

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned by an independent labor force. The cost of cleaning by said independent labor force shall be deducted from the monies due the Contractor.

10. **CONTRACTOR'S RESPONSIBILITY FOR WORK:** Until acceptance of Work by the City, the Work shall be under the charge and care of the Contractor, and they shall take every necessary precaution against damage to the Work by action of the elements or any other cause whatsoever, whether arising from execution or from the non-execution of the Work. The Contractor shall reprint, repair, restore, and make good, without

additional compensation, all damage to any portion of the Work occasioned by any cause, other than the sole and active negligence of the City, before its completion and acceptance.

Materials and equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

11. UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE"):

Contractor shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event, as defined herein. Contractor shall not be relieved from liability for failures that are due to a Force Majeure event that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact of such event. Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the Contractor claiming Force Majeure: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Contractor claiming Force Majeure. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

12. SUBCONTRACTS AND ASSIGNABILITY: The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the same without the prior written consent of the City. Any subcontracts or other work which is performed by persons or firms other than the Contractor under this Contract or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or other Contractors required by the Contractor in connection with services covered by this Contract must be

specifically approved by the City, thereby:

A. Thereby approval will be given only after the Surety on the Contract Bond has informed the City in writing that it approves of such assignment being made.

B. In the event the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

13. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Contract. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but limited to:

A. Providing Worker's Compensation coverage for employees as required by law; and

B. Hiring of any employees, assistants, or subcontractors necessary for performance of the Work; and

C. Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; and

D. Payment of all federal, state, and local taxes income, or employment taxes, if Contractor is not a corporation, self-employment, Social Security taxes; and

E. Compliance with the Fair Labor Standards Act, 29U.S.C. §§201. Et. Seq., including payment of overtime in accordance with the requirements od said Act; and

F. Providing employee training for all functions necessary for performance of the Work; and

G. Providing equipment and materials necessary to the performance of the Work; and

H. Providing office or other facilities for the performance of the Work.

In the event the City provides training, equipment, materials, or facilities or otherwise facilitates performance of the Work, this shall not affect any of the Contractor's duties hereunder or alter Contractor's status as an independent contractor.

14. **PROTECTION OF PERSON AND PROPERTY:** The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor and all subcontractors shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. Failure to comply with the Act constitutes a failure to perform on behalf of the Contractor. This Contract requires that the Contractor and any subcontractors hired by the Contractor agree to reimburse the City for any fines and/or court cost arising from penalties charged to the City for violations of OSHA committed by the Contractor or any subcontractor.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or lost to, all employees on the Work and all other persons who may be affected thereby; all the Work materials and equipment to be incorporated therein, whether in storage on or off the project site or adjacent thereto, including vehicles and equipment therein, trees, shrubs, lawn, walks, pavements, structures, and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall insure that its contract Work does not impair the proper functioning of these utilities.

The Contractor shall perform any Work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City Project Manager of the emergency as soon as practicable but shall not wait for instruction before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the Contractor keep and

maintain all necessary protective devices in place and in proper condition at all times where Work is being performed, to prevent injury to person or damage to public or private property.

The Contractor shall be held responsible for such safety and protection until final written acceptance of the Work is issued by the City.

15. INDEMNIFICATION & INSURANCE:

A. **INDEMNIFICATION** - The Contractor shall indemnify, save harmless and defend the City and all of its officers, agents, and employees from all claims, actions or suits, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said Contractor's operations relating to this contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the Work; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission by said Contractor or that of a subcontractor, or anyone employed by them, or for whose acts Contractor or a subcontractor may be liable; or because of any claims or amounts recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws.

Should the Contractor fail to maintain adequate protection for the City a portion of the money due the Contractor under the Contract, as may be considered necessary by the Purchasing & Contracting Administrator, may be retained for use by the City to address all such claims. In case no money is due, the Contractor's Surety shall be held until such suit(s), action(s), or claim(s) for damage(s) or injury(ies) as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Purchasing & Contracting Administrator. The exception being that money due the Contractor will not be withheld under this provision when the Contractor produces satisfactory evidence that he has, in the opinion of the City, adequate insurance coverage.

The Contractor guarantees the payments of all just claims for materials, supplies, tools, labor, and other just claims against him or any subcontractor in connection with this Contract. The Contractor's bond will not be released by final acceptance and payment by the City unless all such claims are paid or released. Final

waivers of liens for all subcontractors shall be provided to the Purchasing & Contracting Administrator in a timely manner after request for a final inspection.

B. **INSURANCE** - The Contractor shall not commence Work under this Contract until he has obtained and provided insurance of the character specified in the Contract Documents and in such amounts that will provide adequate protection to the City and the Contractor against all Liabilities, damages, and accidents, nor shall he commence Work until such insurance has been approved by the City. The Contractor shall not allow any Subcontractor to commence on their subcontract until all insurance required of the subcontract has been obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Contractor or Subcontractor release the Contractor or Subcontractor of full responsibility for liability, damages, or accidents.

The Contractor and each Subcontractor shall maintain such required insurance during the life of the Contract, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) days advance notice to the City. Coverage shall be as follows:

1) Commercial General Liability Insurance coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.
2) Auto Liability Insurance, covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.
3) Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a

navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.

4) In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.
5) In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.
6) In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way

lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

16. **BONDS:**

A. **PERFORMANCE AND PAYMENT BONDS** – Bonds may be required on a project-by-project basis.

B. **MAINTENANCE BOND** – Bonds may be required on a project-by-project basis.

C. **ADDITIONAL BONDS** – It is further agreed between the parties hereto, that if at any time after the execution of this Contract and the Performance Bond hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, within five (5) days after receipt of notice from the City to do so, the Contractor shall, at their own expense, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City.

17. **GENERAL PERSONNEL:** The Contractor represents that it will secure at its own expense all personnel and subcontractors required for services, which are necessary to complete the Work as described in this Contract. All services under this Contract shall be performed by the Contractor or subcontractor and all persons engaged in work under the Contract shall be qualified to perform such services and authorized under federal, state, and local laws to perform such services. Personnel who perform services under this Contract shall not be employees of the City.

All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any worker including supervisors, employed by the Contractor or subcontractor who, in the opinion of the City does not perform Work under this Contract in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately and shall not be employed again in any portion or the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel

executing Work related to this contract. This listing shall be updated by the Contractor within three days of a personnel change.

18. **EQUAL OPPORTUNITY EMPLOYER:** The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to voluntarily comply with EOE regulations with regards to gender, age, race, veteran status, country of origin, and creed. Any subcontracts the Contractor may enter into shall make reference to this clause with the same degree of application being encountered. When applicable the Contractor shall comply with all State or Federal EOE regulations.

19. **DRUG-FREE WORKPLACE:** The City of Titusville encourages all contractors to maintain a drug-free workplace program in accordance with Section 287.087 of the Florida Statutes.

20. **PUBLIC ENTITY CRIME:**

The Contractor shall file a sworn statement with the City, which is provided under Contract Forms, stating whether a person or affiliate as defined in Section 287.133(1), Florida Statutes, has been convicted of a public entity crime subsequent to October 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

21. **E-VERIFY:** As a condition precedent to entering into a Contract as a result of this bid/proposal, and in compliance with Section 448.095, Florida Statutes, Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 2, 2021.

A. The City shall not enter into, or renew, a contract with a Contractor that is not enrolled in E-Verify. Any Contractor that has a contract with the City shall be contractually obligated to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The Contractor shall provide the City acceptable evidence of their enrollment at time of execution of the contract or renewal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the Business.

B. Contractor shall require of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the

subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

C. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statute or the provision of this section shall terminate the contract with the person or entity.

D. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

E. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statute. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public Contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

F. Subcontracts: Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

22. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT:** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Contract, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered

telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

23. **SCRUTINIZED COMPANIES:** In accordance with Sections 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Contract Documents. Contractor and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

24. **ANTI-DISCRIMINATION:** Contractor for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-leases, as a part of the consideration hereof—hereby covenants and agrees that:

    A. No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded

from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

B. No Employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Contract.

25. **DISCRIMINATORY VENDOR LIST:** Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

26. **GRATUITIES AND KICKBACKS:**

A. **GRATUITIES**

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore.

B. **KICKBACKS**

It must be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

C. **CONTRACT CLAUSE**
The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

27. **FOREIGN GIFTS AND CONTRACTS:** The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under Florida Statutes 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission.

28. **ANTITRUST VIOLATIONS; DENIAL OR REVOCATION:** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

29. **ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:**

Pursuant to Florida Statute 287.05701, local governments cannot give preference to a contractor based on social, political or ideological interests such as those listed directly below. Contractors are also prohibited from giving preference to subcontractors based on the below listed factors. Violations will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

A. The Contractor's political opinions, speech, or affiliations.
B. The Contractor's religious beliefs, religious exercise, or religious affiliations.
C. The Contractor's lawful ownership of a firearm.
D. The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
E. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
F. The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
G. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
H. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
    2. Social governance standards, benchmarks, or
    3. requirements, including, but not limited to, environmental or social justice;
    4. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
    5. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

30. **NON-APPROPRIATIONS:** This Contract will remain in full force and effect only as long as the expenditures provided for the Contract have been appropriated by the City Council in the annual budget for each fiscal year of the Contract, and is subject to termination without penalty if funding is not appropriated.

31. **SEVERABILITY:** If any clause or provision of this contract is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Contract, then and only in that event, it shall be the intention of the parties that the remainder of this Contract, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Contract upon the Parties shall be cumulative but not restricted to those given by law.

32. **TERMINATION:**

A. **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, Contractor's:

1. Failing to carry forward and complete Work in accordance with the requirements hereof; or
2. Failing to comply with applicable laws, regulations, permits, or ordinances'; or
3. Failing to timely commence or continuously and vigorously pursue correction of defective Work; or
4. Making a general assignment for the benefit of its creditors; or
5. Having receiver appointed because of insolvency; or
6. Filing bankruptcy or having a petition for involuntary bankruptcy filed against it; or
7. Failing to make prompt payments, when properly due, to subcontractors, 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 Contractor with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of the termination. Such notice shall state the nature of the deficiency and, at the City's sole judgment and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take

possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City.

B. **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 ten (10) days written notice to the Contractor.

Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services, or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for any Work performed prior to the date of the termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the vendor. Any such materials shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specially provided for herein, including but not limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

C. **BANKRUPTCY:** If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of 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 Documents, the City may – by at least ten (10) days prior written notice to the Contractor – without prejudice to any other rights or remedies of the City under the Contract, terminate the Contractor's right to proceed with the Work. In such event, the City may take over the Work and proceed with same to Completion – by Contract or otherwise – and the Contractor and its Sureties shall be liable to the City for any excess cost incurred by the City. In such case, the City may take possession of and utilize in completing the Work, such necessary materials, appliances, and plant as may be on the site of the Project. The foregoing provisions are in addition to, and not in limitation of, the right of the City under any other provisions of the Contract Documents.

33. **COMPLIANCE WITH LAW:** The Contractor expressly agrees to comply with all known laws and regulations relating to providing services under this Contract. The failure of the Contractor to adhere to any known law or regulation pertaining to furnishing services under this Contract shall constitute a material breach of this Contract.

34. **CERTIFICATION OF RESTRICTION ON LOBBYING:** The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any Florida Department of Transportation (FDOT) Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with the instructions.

35. **GOVERNING LAW:** The laws of the State of Florida shall govern this Contract.

36. **VENUE:** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.

37. **WAIVER OF TRIAL BY JURY:** The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

38. **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.

39. **CONFLICT OF INTEREST:** No officer, member or employee of the City or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this contract or any related subcontract, or the proceeds thereof. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

40. **CONFLICTING PROVISIONS:** Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.

41. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company corporation individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

42. **CONSTRUING PROVISIONS:** This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts for their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the General terms of this Contract, the provisions of the

latter shall prevail.

43. **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.

44. **RETENTION AND REVIEW OF RECORDS:** The Contractor and its subcontractors or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

    The Contractor and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Contractor or its subcontractor or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Contractor and its subcontractors will permit such representatives to interview employees on the job during working hours.

45. **AUDIT RIGHTS:** The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the Contract and for a period of five (5) years after

completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must all the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the Contract.

46. **PUBLIC RECORDS:** Records of the Contractor that are made or received in the course or performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Florida Statute. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Florida Statute. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

A. As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract, the Contractor agrees to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized the law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public

records as required by the City to perform the service. If the Contractor transfers all public records upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. The term "public record" as used in this provision include all documents, papers, letters, maps, books, tapes, photographs, films, sound records, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.

-IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

CONTRACTOR:
Cathcart Construction Company – FL, LLC
1056 Willa Springs Dr.
Winter Springs, FL 32708

By: _____
Matt Blanton, President
Date: 3/28/24

OWNER:
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By: _____
Daniel E. Diesel, Mayor
Date: 4-10-24

ATTEST:
Wanda F Wells
Wanda F. Wells, City Clerk
Date: 4-10-24

APPROVED AS TO FORM:
_____
Richard C. Broome, City Attorney
Date: 4-5-2024

APPROVED AS TO CONTENT:
_____
William S. Larese, City Manager
Date: 10Apr24

Staff Review & Preparation:

_____ Date: 4/8/2024
Leslie A. Rothering, Purchasing & Contracting Administrator

_____ Date: 4/8/24
C. Kevin Cook, Public Works Director

Exhibit 1 – RFP Document
Exhibit 2 – Contractor's Proposal Submittal
Attachment A – Awarded Contractors for Categories A-D

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

March 31, 2026

Mrs. Hope Drewry, Managing Member
Drewry Site Development, LLC
400 Venture Dr, Ste F.
South Daytona, FL 32119

RE: 1st Contract Renewal – CN24P020LR_Drewry Site Dev LLC
Utility Contractors – New Projects, Repair, Replacement & Maintenance.

Dear Mrs. Drewry,

In accordance with the referenced contract dated June 3rd, 2024, between the City of Titusville and Drewry Site Development, LLC, the City is hereby exercising the first (1) one-year administrative renewals. The term of the contract is hereby extended to **June 2nd, 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 item# 15 – 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.

Ms. Sandra Reller, Public Works Director, shall remain the City's designated representative regarding any aspects of this agreement. Ms. 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 Ms. 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

Drewry Site Development, LLC

Hope Drewry
Managing Member

Cc: Sandra Reller, Public Works Director
Purchasing & Contracting file

INTERNAL ROUTING SLIP

City of Titusville
Purchasing & Contracting Division

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

RECEIVED
JUN 04 2024
By

CONTRACTOR NAME: Drewry Site Development LLC

CONTRACT NAME: Utility Contractors - New Projects, Repair, Replacement and Maintenance

CONTRACT NUMBER: CN24P020LR

FROM:	PHONE:
Leslie Rothering	3698

**** FOR ROUTING PURPOSES ONLY ****

DATE:	TO:	ACTION REQUIRED:	INITIALS:
5/6/2024	Richard C. Broome/ City Attorney	Review and Sign	
REMARKS: Please see attached Contract CN24P020LR. Please sign and return to my attention. Thank you.			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
6.4.24	William S. Larese / City Manager	Review and Sign	WL
REMARKS: Please see attached contract CN24P020LR. 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.			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
REMARKS:			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
REMARKS:			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
REMARKS:			

↓ FOR CITY CLERK PURPOSES ↓

Please refer to top of this form for Contract Name and Number

✓ Scan to Active Contracts

_____ Do not Scan

6/5/24 Date Scanned to Laserfiche

PJ. Scanned By

Utility Contractors – New Projects, Repair, Replacement and Maintenance
Construction Contract # CN24P020/LR

This Contract made and entered into this 3rd day of June 20 24, between the City of Titusville, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" or "Owner", and Drewry Site Development, LLC, 400 Venture Drive, Ste F., South Daytona, FL 32119, hereinafter referred to as the "Contractor".

Whereas, pursuant to all City Purchasing & Contracting policies, statutory requirements, and federal laws applicable, the City has competitively bid and advertised the Work titled "Proposal# 24-P-020/LR – **Utility Contractors – New Projects, Repair, Replacement and Maintenance**"; and,

Whereas, the City desires to engage a licensed, qualified, and experienced Contractor who has special and unique competency in Utility infrastructure repair, replacement and installation projects; and,

Whereas, the Contractor represents that it is duly licensed, and it has such competence and experience in providing these services; and,

Whereas, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and,

Whereas, at the regular City Council meeting March 26, 2024, the award of this contract was duly considered and approved; and,

Whereas, the City and the Contractor desire to reduce to writing their understanding and agreements on such.

It is, therefore agreed as follows:

1. **DESCRIPTION OF WORK:** The contractor shall furnish all supervision, labor, materials, supplies, tools, equipment, and transportation necessary to perform complete services necessary to perform, on an as-needed basis for the city, services required to provide Utility Contractor services as outlined in the scope of work of RFP #24P-020/LR. hereinafter referred to as "work," unless specifically noted otherwise. This agreement shall commence on the day it is executed by both parties and shall have an initial term of two (2) years with three (3) optional one-year extensions.

2. **ASSIGNMENT OF WORK**: It is the City's intent for projects less than $25,000, City staff will choose any one of the awarded contractors to perform the work. Contractors will be awarded work on the following criteria: a. Specific and unique technical/project experience. b. Project approach. c. Past performance on previous City work. d. Availability of resources to undertake assignment. e. Willingness to meet time and budget requirements. f. Distribution of dollars awarded to date with the object of effecting an equitable distribution of contracts among qualified contractors. The chosen contractor will be provided the Scope of Work and a deadline to return the quote. Site visits will be scheduled as necessary. Contractor will be required to provide a quote and a schedule to perform the work using hourly rate quotes, material markup and other costs as agreed to on the contractor's contract price schedule. No invoices will be paid unless material, labor and appropriate markups are broken out separately on the invoice. For projects over $25,000, City staff will provide the Scope of Work and deadline to all awarded contractors. The low quote submitted will be awarded that project.

Any discrepancies found between the Contract Documents and/or any errors or omissions in the Contract Documents, shall be immediately reported to the City. The City shall promptly determine the validity and seriousness of the claimed condition and correct any such error or omission in writing, or otherwise direct Contractor. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

Any correction of errors or omissions in the Contract Documents may be made by the City when such correction is necessary for the proper fulfillment of their intention as construed by City. Where said correction of errors or omissions, except as provided in the next paragraph below, adds to the amount of work to be done by the Contractor, compensation for said additional work shall be negotiated between the parties and must be issued as a written change order before any such additional work is performed or no additional compensation shall be made.

The fact that specific mention of any part of work is omitted in the Contract Documents, whether intentionally or otherwise, when the same are usually and customarily required to complete fully such work as is specified herein, will not entitle the

Contractor to consideration in the matter of any claim for extra compensation, but the said work must be installed or done the same as if called for by the Contract Documents. All work and material usual and necessary to make the Work complete in all its parts, whether or not they are indicated or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by the same. The Contractor will not be allowed to take advantage of any errors or omissions in the Specifications. The City will provide full information when errors or omissions are discovered.

3. **CONTRACT DOCUMENTS:** The Contract Documents on which this agreement between the City and Contractor 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:

A. The standard solicitation and specifications titled "Proposal# 24-P-020/ALR – **Utility Contractors – New Projects, Repair, Replacement and Maintenance**", which is attached hereto as **Exhibit 1** and includes the following:

1. Notice to Proposers	2. Non-collusion Affidavit Form
3. Instruction to Proposers	4. Certification Regarding Lobbying
5. Price Proposal Form	6. Bidder Qualification Questionnaire
7. Categories of Work List	8. General Conditions
9. Affidavit	10. General Scope of Services
11. Draft Contract	12. Technical Specifications
13. Certificate-Contract Execution	14. Foreign Disclosure Form
15. Performance & Payment Bond	16. E-Verify
17. Drug-Free Workplace Form	18. Public Entity Crime Form
19. Certificate Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion	20. Scrutinized Companies

B. Contractor's bid submittal dated February 15, 2024 attached hereto as Exhibit 2 with all related documents, addenda if any, and other documents listed in the Contract Documents, and written modifications issued after execution of this Contract, if any.

C. This Construction Contract.

i. INTENT: The Scope of Work is an integrated part of the Contract

Documents and as such do not stand alone if used independently. These documents establish minimum standards of quality for the Contract. The intent of the Contract Documents is to set forth requirements of performance. It is also intended to include all supervision, labor, materials, equipment, tools, and transportation necessary for the proper execution of the Work, to require complete performance of the Work despite omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

ii. ENTIRE AND SOLE AGREEMENT: Except as specifically stated herein, the Contract Documents constitute the entire agreement between the parties and supersede all other agreements, not specifically set forth in the Contract Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.

iii. AMENDMENTS: The parties may modify this Contract at any time by written agreement. Neither the Contract Documents nor any term thereof may be changed, waived, discharged, or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

COMPENSATION AND PAYMENTS: For satisfactory performance of the Work, the Contractors will perform work on individual projects (for a variety of Public Works utility projects with an annual total authorized amount not to exceed $500,000 (five hundred thousand dollars and no cents) annually for all projects issued under all contracts. The City will pay the Contractor for all Work completed to the City's satisfaction at the agreed unit prices and project proposal. Invoices shall be submitted to the Public Works Department upon completion of Work specified within. Payments shall not be made for Work deemed incomplete or deficient by the City.

The City shall make partial payments to the Contractor on the basis of a duly certified and approved Pay Application, also referred to as invoice, for the Work performed during the preceding calendar month by the Contractor, **less five percent (5%)** of the amount of such pay application request which is to be retained by the City until all Work has been performed strictly in accordance with the Contract and until such Work has fully been accepted by the City.

When Contract Time is approaching Substantial Completion, a pre-final inspection shall be conducted. Within 30 calendar days after reaching substantial completion, the City shall generate a single list (Punchlist) of items required to render complete, satisfactory, and acceptable the construction services purchased by the City. The Contractor will enter the estimated cost to complete each item on the list and return to the City within ten (10) calendar days. The City reserves the right to modify costs, as deemed reasonable, and finalize the Punchlist within five (5) calendar days.

Within twenty (20) business days after developing the Punchlist, and after receipt of a proper invoice or payment request, the City will pay the Contractor the remaining balance of the Contract, including all remaining retainage withheld by the City pursuant to Section 255.078, Florida Statutes, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list.

Upon the City's acceptance of the Work covered by this Contract and the receipt and acknowledgment by the City of a proper maintenance bond and as built plans, and submission by the Contractor, of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required are provided, final payment (for retainage duly invoiced) on account of this Contract shall be made within twenty-five (25) days after receipt of a proper pay application request by the City's Project Manager, pursuant to the Prompt Payment Act (Section 218.735 of the Florida Statutes) and all general conditions hereof.

A. **CLAIMS** – Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before Work starts on the changes or revisions. If the Contractor deems that extra compensation is due for Work not covered herein, or in any Supplemental Agreement, the Contractor

shall notify the City in writing of its intention to make claim for extra compensation before Work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional Work requested by the City until the parties execute an appropriate Contract. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim.

B. **RELEASES** – When it is determined, as a result of a joint inspection of the Work by the Contractor and City, that the Work has been completed in accordance with the terms of the Contract Documents, the completion of the Work shall be certified by the City. At that time, the Contractor may submit the Contractor's final request for payment. Prior to final payment, the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of Claim for all claims against the City arising under or by virtue of the Contract. Also, from each supplier or subcontractor who has notified the City of their right to file a claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential claimant, a Claimant's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

The Purchasing & Contracting Administrator shall be the final authority as to the appropriateness of any payment submittal. The Purchasing & Contracting Administrator's decisions on payment matters shall be made in accordance with the word of the contract, City policies, and legal requirements.

C. Appeals – Appeals of the Purchasing & Contracting Administrator's decisions shall be posted as follows:

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

The Contractor agrees to an administrative hearing within the scope of the contract.

4. **CHANGE ORDERS:** The City reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by written Change Order in accordance with the General Conditions of the solicitation book.

The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized contract amount. Furthermore, for any Change Order(s) that will increase the authorized contract amount, the City Manager is authorized to approve, whichever is greater, up to $25,000.00 or ten percent (10%) of the latest contract amount, not to exceed $50,000.00, provided that sufficient budgeted funds are available for this project.

5. **PROJECT SCHEDULE/TIME OF COMPLETION:** The Contractor shall commence Work to be performed under this Contract upon receipt of written Notice to Proceed from the City's Project Manager. The Contractor shall begin the Work and shall fully complete the Work outlined in the agreed upon project proposal in accordance with the Contract documents.

The Contractor shall perform all Work under this Contract in a timely manner consistent with the assignment schedules as mutually agreed upon by the City and the Contractor. No extension of time shall be valid unless given in writing by the City. No monetary compensation shall be given for such delay.

A delay beyond the Contractor's control may entitle the Contractor to an extension of time in which to complete the Work as determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. Contract time shall not be extended for "Rain Day" delays. The City will continually monitor the effects of weather and, when found justified. The City will require the Contractor to submit a request for additional time due to the effects of weather. The City will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions related adverse soil conditions that prevent the Contract from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal workday on pre-determined controlling work items; or
2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect: and provided that the Contractor was unable to work at least 50% of

the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather.

"Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

The City shall have the authority to suspend the Work wholly or in part, for such periods as may be deemed necessary and for whatever cause, by sending written notice of suspension to the Contractor. If the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this paragraph without the City's written permission. In the event the City suspends the Work, the Contractor shall be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

6. **LIQUIDATED DAMAGES:** Liquidated Damages may be established based upon work order project. It is mutually agreed that time is of the essence in this Contract and should the Contractor fail to complete the Work within the specified time within the Notice to Proceed, or any authorized extension thereof, agreed upon liquidated damages shall be deducted from the compensation otherwise to be paid to the Contractor.

The Contractor shall consider all contingent Work which has to be done by other parties, arising from any cause whatsoever, and shall not plead their want of knowledge of said contingent Work as an excuse for delay in their Work, or for the non-performance.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the City of its rights under this Contract. In case of default of the Contract and the completion of the Work by the City as hereinafter provided, the Contractor and their Surety shall be liable for the liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the City due to any unreasonable action, negligence, omission, or delay of the City.

If any suit for the collection of, or involving the assessment of liquidated damages, the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The liquidated damages referred to herein are intended to be and are accumulative and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by Statute, or under the Contract.

7. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS:** The Contractor hereby agrees that they have carefully examined the surface of the site and has made sufficient tests or other necessary subsurface investigations to fully satisfy themself that such site is a correct and suitable one for this Work and they assume full responsibility therefore. The provisions of this Contract shall control any inconsistent provision contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the City than against the Contractor and their Surety.

Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the City's Engineer, and their decision shall be final and binding the Contractor.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the City, its consulting Engineer/Architect or by any agent or representative as in compliance with the terms of the Contract and/or the Drawings, and Specifications covering said Work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the City may require the Contractor and/or their Surety to repair, replace, restore and/or make to comply strictly with this Contract and the Drawings and Specifications any and all of said Work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guaranteed

provisions. Failure on the part of the Contractor and/or their Surety, immediately after notice to either, to repair or replace any such defective materials and Workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or their surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this Contractor and/or their failure to comply strictly with the Contract and with the Drawings and Specifications.

8. **PROJECT MANAGER:** The City shall designate a Project Manager. All Work done shall be subject to the review of the City's Project Manager or designee. Any and all technical questions, which may arise as to the quality and acceptability of materials furnished, work performed or work to be performed, interpretation of the specified requirements and all technical questions as to acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

   The Work shall be subject at all times to review by the City. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Project Manager and Purchasing & Contracting Administrator.

9. **CONTRACTOR'S DUTY & PERFORMANCE:** Contractor's services will meet the minimum level of care and skill ordinarily used by members of Contractor's occupation/profession performing the type of services provided herein within the State of Florida.

   Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over assembly means, methods, techniques, sequences, and procedures, and coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

Unless otherwise provided in the Contract Documents, Contractor shall pay all sales, use, and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all federal, state, and local licenses necessary to perform the Work under the Contract.

Cleanup - The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Work. At the completion of the Work, the Contractor shall remove all their rubbish, tools, scaffolding and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified, and shall insure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner. At no additional expense to the City, the Contractor will restore to their original conditions or better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, etc., disturbed or damaged during the prosecution of the Work. Final payment will be withheld until such clean up and repairs are completed.

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned by an independent labor force. The cost of cleaning by said independent labor force shall be deducted from the monies due the Contractor.

10. **CONTRACTOR'S RESPONSIBILITY FOR WORK:** Until acceptance of Work by the City, the Work shall be under the charge and care of the Contractor, and they shall take

every necessary precaution against damage to the Work by action of the elements or any other cause whatsoever, whether arising from execution or from the non-execution of the Work. The Contractor shall reprint, repair, restore, and make good, without additional compensation, all damage to any portion of the Work occasioned by any cause, other than the sole and active negligence of the City, before its completion and acceptance.

Materials and equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

11. UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE"):

Contractor shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event, as defined herein. Contractor shall not be relieved from liability for failures that are due to a Force Majeure event that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact of such event. Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the Contractor claiming Force Majeure: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Contractor claiming Force Majeure. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

12. SUBCONTRACTS AND ASSIGNABILITY: The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the same without the prior written consent of the City. Any subcontracts or other work which is performed by persons or

firms other than the Contractor under this Contract or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or other Contractors required by the Contractor in connection with services covered by this Contract must be specifically approved by the City, thereby:

A. Thereby approval will be given only after the Surety on the Contract Bond has informed the City in writing that it approves of such assignment being made.

B. In the event the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

13. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Contract. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but limited to:

A. Providing Worker's Compensation coverage for employees as required by law; and

B. Hiring of any employees, assistants, or subcontractors necessary for performance of the Work; and

C. Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; and

D. Payment of all federal, state, and local taxes income, or employment taxes, if Contractor is not a corporation, self-employment, Social Security taxes; and

E. Compliance with the Fair Labor Standards Act, 29U.S.C. §§201. Et. Seq., including payment of overtime in accordance with the requirements od said Act;

and

F. Providing employee training for all functions necessary for performance of the Work; and

G. Providing equipment and materials necessary to the performance of the Work; and

H. Providing office or other facilities for the performance of the Work.

In the event the City provides training, equipment, materials, or facilities or otherwise facilitates performance of the Work, this shall not affect any of the Contractor's duties hereunder or alter Contractor's status as an independent contractor.

14. **PROTECTION OF PERSON AND PROPERTY:** The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor and all subcontractors shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. Failure to comply with the Act constitutes a failure to perform on behalf of the Contractor. This Contract requires that the Contractor and any subcontractors hired by the Contractor agree to reimburse the City for any fines and/or court cost arising from penalties charged to the City for violations of OSHA committed by the Contractor or any subcontractor.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or lost to, all employees on the Work and all other persons who may be affected thereby; all the Work materials and equipment to be incorporated therein, whether in storage on or off the project site or adjacent thereto, including vehicles and equipment therein, trees, shrubs, lawn, walks, pavements, structures, and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall insure that its contract Work does not impair the proper functioning of these utilities.

The Contractor shall perform any Work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City Project Manager of the emergency as soon as

practicable but shall not wait for instruction before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the Contractor keep and maintain all necessary protective devices in place and in proper condition at all times where Work is being performed, to prevent injury to person or damage to public or private property.

The Contractor shall be held responsible for such safety and protection until final written acceptance of the Work is issued by the City.

15. INDEMNIFICATION & INSURANCE:

A. **INDEMNIFICATION** - The Contractor shall indemnify, save harmless and defend the City and all of its officers, agents, and employees from all claims, actions or suits, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said Contractor's operations relating to this contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the Work; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission by said Contractor or that of a subcontractor, or anyone employed by them, or for whose acts Contractor or a subcontractor may be liable; or because of any claims or amounts recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws.

Should the Contractor fail to maintain adequate protection for the City a portion of the money due the Contractor under the Contract, as may be considered necessary by the Purchasing & Contracting Administrator, may be retained for use by the City to address all such claims. In case no money is due, the Contractor's Surety shall be held until such suit(s), action(s), or claim(s) for damage(s) or injury(ies) as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Purchasing & Contracting Administrator. The exception being that money due the Contractor will not be withheld under this provision when the Contractor produces satisfactory evidence that he has, in the opinion of the City, adequate insurance coverage.

The Contractor guarantees the payments of all just claims for materials, supplies, tools, labor, and other just claims against him or any subcontractor in connection with this Contract. The Contractor's bond will not be released by final acceptance and payment by the City unless all such claims are paid or released. Final waivers of liens for all subcontractors shall be provided to the Purchasing & Contracting Administrator in a timely manner after request for a final inspection.

B. **INSURANCE** - The Contractor shall not commence Work under this Contract until he has obtained and provided insurance of the character specified in the Contract Documents and in such amounts that will provide adequate protection to the City and the Contractor against all Liabilities, damages, and accidents, nor shall he commence Work until such insurance has been approved by the City. The Contractor shall not allow any Subcontractor to commence on their subcontract until all insurance required of the subcontract has been obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Contractor or Subcontractor release the Contractor or Subcontractor of full responsibility for liability, damages, or accidents.

The Contractor and each Subcontractor shall maintain such required insurance during the life of the Contract, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) days advance notice to the City. Coverage shall be as follows:

1) Commercial General Liability Insurance coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.
2) Auto Liability Insurance, covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.
3) Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage.

Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.

4) In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.
5) In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.
6) In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the

workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

16. BONDS:

A. **PERFORMANCE AND PAYMENT BONDS** – Bonds may be required on a project-by-project basis.

B. **MAINTENANCE BOND** – Bonds may be required on a project-by-project basis.

C. **ADDITIONAL BONDS** – It is further agreed between the parties hereto, that if at any time after the execution of this Contract and the Performance Bond hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, within five (5) days after receipt of notice from the City to do so, the Contractor shall, at their own expense, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City.

17. GENERAL PERSONNEL: The Contractor represents that it will secure at its own expense all personnel and subcontractors required for services, which are necessary to complete the Work as described in this Contract. All services under this Contract shall be performed by the Contractor or subcontractor and all persons engaged in work under the Contract shall be qualified to perform such services and authorized under federal, state, and local laws to perform such services. Personnel who perform services under this Contract shall not be employees of the City.

All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any worker including supervisors, employed by the Contractor or subcontractor who, in the opinion of the City does not perform Work under this Contract in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately and shall not be employed again in any portion or the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel executing Work related to this contract. This listing shall be updated by the Contractor within three days of a personnel change.

18. **EQUAL OPPORTUNITY EMPLOYER:** The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to voluntarily comply with EOE regulations with regards to gender, age, race, veteran status, country of origin, and creed. Any subcontracts the Contractor may enter into shall make reference to this clause with the same degree of application being encountered. When applicable the Contractor shall comply with all State or Federal EOE regulations.

19. **DRUG-FREE WORKPLACE:** The City of Titusville encourages all contractors to maintain a drug-free workplace program in accordance with Section 287.087 of the Florida Statutes.

20. **PUBLIC ENTITY CRIME:**

The Contractor shall file a sworn statement with the City, which is provided under Contract Forms, stating whether a person or affiliate as defined in Section 287.133(1), Florida Statutes, has been convicted of a public entity crime subsequent to October 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

21. **E-VERIFY:** As a condition precedent to entering into a Contract as a result of this bid/proposal, and in compliance with Section 448.095, Florida Statutes, Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 2, 2021.

    A. The City shall not enter into, or renew, a contract with a Contractor that is not enrolled in E-Verify. Any Contractor that has a contract with the City shall be contractually obligated to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The Contractor shall provide the City acceptable evidence of their enrollment at time of execution of the contract or renewal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the Business.

B. Contractor shall require of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

C. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statute or the provision of this section shall terminate the contract with the person or entity.

D. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

E. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statute. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public Contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

F. Subcontracts: Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

22. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT:** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Contract, Contractor represents and certifies that Contractor and its applicable

subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

23. **SCRUTINIZED COMPANIES:** In accordance with Sections 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Contract Documents. Contractor and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

24. **ANTI-DISCRIMINATION:** Contractor for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-leases, as a part of the consideration hereof—hereby covenants and agrees that:

A. No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

B. No Employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Contract.

25. DISCRIMINATORY VENDOR LIST: Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

26. GRATUITIES AND KICKBACKS:

A. **GRATUITIES**

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim

or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore.

B. **KICKBACKS**
It must be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

C. **CONTRACT CLAUSE**
The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

27. **FOREIGN GIFTS AND CONTRACTS:** The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under Florida Statutes 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission.

28. **ANTITRUST VIOLATIONS; DENIAL OR REVOCATION:** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as

amended.

29. ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:

Pursuant to Florida Statute 287.05701, local governments cannot give preference to a contractor based on social, political or ideological interests such as those listed directly below. Contractors are also prohibited from giving preference to subcontractors based on the below listed factors. Violations will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

A. The Contractor's political opinions, speech, or affiliations.
B. The Contractor's religious beliefs, religious exercise, or religious affiliations.
C. The Contractor's lawful ownership of a firearm.
D. The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
E. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
F. The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
G. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
H. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
    2. Social governance standards, benchmarks, or
    3. requirements, including, but not limited to, environmental or social justice;
    4. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or

5. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

30. NON-APPROPRIATIONS: This Contract will remain in full force and effect only as long as the expenditures provided for the Contract have been appropriated by the City Council in the annual budget for each fiscal year of the Contract, and is subject to termination without penalty if funding is not appropriated.

31. SEVERABILITY: If any clause or provision of this contract is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Contract, then and only in that event, it shall be the intention of the parties that the remainder of this Contract, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Contract upon the Parties shall be cumulative but not restricted to those given by law.

32. TERMINATION:

A. **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, Contractor's:

1. Failing to carry forward and complete Work in accordance with the requirements hereof; or
2. Failing to comply with applicable laws, regulations, permits, or ordinances'; or
3. Failing to timely commence or continuously and vigorously pursue correction of defective Work; or
4. Making a general assignment for the benefit of its creditors; or
5. Having receiver appointed because of insolvency; or
6. Filing bankruptcy or having a petition for involuntary bankruptcy filed against it; or
7. Failing to make prompt payments, when properly due, to subcontractors, 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 Contractor with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of the termination. Such notice shall state the nature of the deficiency and, at the City's sole judgment

and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City.

B. **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 ten (10) days written notice to the Contractor.

Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services, or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for any Work performed prior to the date of the termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the vendor. Any such materials shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specially provided for herein, including but not limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

C. **BANKRUPTCY:** If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of 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 Documents, the City may – by at least ten (10) days prior written notice to the Contractor – without prejudice to any other rights or remedies of the City under the Contract, terminate the Contractor's right to proceed with the Work. In such event, the City may take over the Work and proceed with same to Completion – by Contract or otherwise – and the Contractor and its Sureties shall be liable to the City for any excess cost incurred by the City. In such case, the City may take possession of and utilize in completing the Work, such necessary materials, appliances, and plant as may be on the site of the Project. The foregoing provisions are in addition to, and not in limitation of, the right of the City under any other provisions of the Contract Documents.

33. **COMPLIANCE WITH LAW:** The Contractor expressly agrees to comply with all known laws and regulations relating to providing services under this Contract. The failure of the Contractor to adhere to any known law or regulation pertaining to furnishing services under this Contract shall constitute a material breach of this Contract.

34. **CERTIFICATION OF RESTRICTION ON LOBBYING:** The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any Florida Department of Transportation (FDOT) Joint Participation Agreement, the undersigned shall complete

and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with the instructions.

35. **GOVERNING LAW:** The laws of the State of Florida shall govern this Contract.

36. **VENUE:** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.

37. **WAIVER OF TRIAL BY JURY:** The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

38. **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.

39. **CONFLICT OF INTEREST:** No officer, member or employee of the City or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this contract or any related subcontract, or the proceeds thereof. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

40. **CONFLICTING PROVISIONS:** Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.

41. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company corporation individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

42. **CONSTRUING PROVISIONS:** This Contract shall not be construed against the party

who drafted the same, as both parties have obtained experts for their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the General terms of this Contract, the provisions of the latter shall prevail.

43. **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.

44. **RETENTION AND REVIEW OF RECORDS:** The Contractor and its subcontractors or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

The Contractor and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Contractor or its subcontractor or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Contractor and its subcontractors will permit such representatives to interview employees on the job during working hours.

45. **AUDIT RIGHTS:** The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must all the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the Contract.

46. **PUBLIC RECORDS:** Records of the Contractor that are made or received in the course or performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Florida Statute. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Florida Statute. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

A. As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract, the Contractor agrees to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized the law for the duration of the contract term and following the

completion of the Contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records as required by the City to perform the service. If the Contractor transfers all public records upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. The term "public record" as used in this provision include all documents, papers, letters, maps, books, tapes, photographs, films, sound records, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.

-IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

CONTRACTOR:
Drewry Site Development, LLC
400 Venture Dr., Ste F.
South Daytona, FL 32119

By: Hope Drewry
Hope Drewry
Title: Managing Member
Date: 5/3/24

OWNER:
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By: _____
Daniel E. Diesel, Mayor
Date: 6-3-24

ATTEST:
Wanda F. Wells, City Clerk
Date: 6-3-24

APPROVED AS TO FORM:
Richard C. Broome, City Attorney
Date: 6-4-24

APPROVED AS TO CONTENT:
William S. Larese, City Manager
Date: 5-5-24

Staff Review & Preparation:
Leslie A. Rothering, Purchasing & Contracting Administrator Date: 5/6/2024

C. Kevin Cook, Public Works Director Date: 5/6/24

Exhibit 1 – RFP Document
Exhibit 2 – Contractor's Proposal Submittal
Attachment A – Awarded Contractors for Categories A-D

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

January 15, 2026

Mr. Kenneth Upthegrove, President
Driveways Inc
3300 Bobbi Lane.
Titusville, FL 32780

RE: 1st Contract Renewal – CN24P020LR_Driveways Inc
Utility Contractors – New Projects, Repair, Replacement & Maintenance.

Dear Mr. Upthegrove,

In accordance with the referenced contract dated April 10th, 2024, between the City of Titusville and Driveways, Inc, the City is hereby exercising the first (1) one-year administrative renewals. The term of the contract is hereby extended to **April 9th, 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 item# 15 – 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

Driveways, Inc

Kenneth Upthegrove
President

Cc: Sandra Reller, Interim Public Works Director
Purchasing & Contracting file

INTERNAL ROUTING SLIP

City of Titusville
Purchasing & Contracting Division

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

CONTRACTOR NAME: SDV Services, Driveways, Inc., Cathcart Construction Co, Carr & Collier

CONTRACT NAME: Utility Contractors' Services Repair, Maintenance, Replacement

CONTRACT NUMBER: CN24P020/LR

FROM:	**PHONE:**
Leslie Rothering - Purchasing and Contracting	ext. 3973

**** FOR ROUTING PURPOSES ONLY ****

DATE:	TO:	ACTION REQUIRED:	INITIALS:
April 8, 2024	Richard Broome	Approval/Signature	
REMARKS: Bid Document and responses copier to flash drive. Council approved on March 26, 2024 awarding to multiple contractors.			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
April 10, 2024	City Manager and Mayor	Signature	WK
REMARKS: City Manager and Mayor signature required to execute contracts.			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
REMARKS:			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
REMARKS:			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
REMARKS:			

↓ FOR CITY CLERK PURPOSES ↓

Please refer to top of this form for Contract Name and Number

X Scan to Active Contracts

_____ Do not Scan

4/16/24 Date Scanned to Laserfiche

JM Scanned By

A. Reserved for Presentations

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

No action.

6. BOARDS AND COMMISSIONS

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

No action.

8. CONSENT AGENDA

A. Equipment/Vehicle Camera Systems and GPS Monitoring

Approve the use of Sourcewell Contract #020221-SAM in the amount of $65,335 to Samsara Inc., of San Francisco, CA for dash camera installation and GPS and camera monitoring for City vehicles and equipment and approve the use of The Interlocal Purchasing System (TIPS) contract #220101 in the amount of $106,845.27 for installation of camera systems and blind spot monitoring on Solid Waste vehicles and large Equipment to Pro-Vision Video Systems of Byron Center, MI. Additionally, approve the terms of service and add Pro-Vision Video Systems and Samsara Inc. to the vendor of record for standardization of vehicle/equipment cameras and annual software licensing.

Approved in accordance with recommendations.

B. FY 2023 Annual Comprehensive Financial Report

Accept the Annual Comprehensive Financial Report for Fiscal Year (FY) 2023. The report will be available and distributed following publishing the Council agenda packet.

Approved in accordance with recommendations.

C. Change Order #3 and #4 - Blue Heron WRF Clarifier

Approve the Change Order #3 and #4 to Razorback, LLC for the fabrication and installation of new stairways and additional floor grout thickness within the clarifier at the Blue Heron Water Reclamation Facility Service Area in the amount of $75,800. Additionally, authorize the City Manager to execute the change order.

Approved in accordance with recommendations.

D. Award of Contract - Utility Contractors

Approve the award of contract to Affordable Development, Carr & Collier Inc, Cathcart Construction Company, Drewry Site Development, Hinterland Group, SDV Services LLC, and Young's Communication for the construction of various utility maintenance and improvement projects on an as-needed basis for an annual amount not to exceed $500,000; and authorize the Mayor to execute the contract upon review and approval of City staff.

Approved in accordance with recommendations.

E. Phone Replacement Project

Approve the use of Omnia Partners Cooperative Contract 01-171, Technology Services, Solutions and Related Products in the amount of $83,385.25 with Unicom Government, Inc., 15010 Conference Center Dr, Suite 110, Chantilly, VA 20151 for the purchase of Audio Code phone products and approve the associated budget amendment (BA).

Approved in accordance with recommendations.

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

A. Ordinance No. 7-2024 - Development Review Fee

Conduct the second reading and public hearing of Ordinance No. 7-2024 amending the Code of Ordinances by amending Development Review Procedures Manual Section 17.2 "Land Development Fees" by including an expedited plan review fee; providing severability, repeal of conflicting ordinances, incorporation into the code and an effective date. This is a legislative item.

On March 6, 2024, the Planning and Zoning Commission recommended approval of this item, 6-1.

Approved as recommended by staff and the Planning and Zoning Commission.

B. Ordinance No. 8-2024 - Golden Knights Boulevard

Conduct the second reading and public hearing of Ordinance No. 8-2024 amending Chapter 28 "Zoning", Article VI "Zoning District Standards" of the Code of Ordinances to require additional setback and buffer requirements for properties zoned Industrial (M-2) abutting Golden Knights Boulevard by amending Sections 28-318 "Industrial (M-2)", 30-332 "Required Landscape Yards" and 30-339 "Visual Buffer and Screening Requirements", providing for severability, repeal of conflicting ordinances, and incorporation into the code and effective date. This is a legislative item.

On March 6, 2024, the Planning and Zoning Commission tabled this item to their regular meeting on April 3, 2024 to allow staff time to revise the ordinance based



Detail by Entity Name

Florida Profit Corporation
DRIVEWAYS, INC.

Filing Information

Document Number	211055
FEI/EIN Number	59-0867663
Date Filed	04/03/1958
State	FL
Status	ACTIVE

Principal Address

3300 BOBBI LANE
TITUSVILLE, FL 32780

Changed: 04/24/2000

Mailing Address

3300 BOBBI LANE
TITUSVILLE, FL 32780

Changed: 04/24/2000

Registered Agent Name & Address

UPTHEGROVE,EDWIN E
3508 TRAVIS PLACE
TITUSVILLE, FL 32780

Officer/Director Detail

Name & Address

Title P

UPTHEGROVE,EDWIN E
3508 TRAVIS PLACE
TITUSVILLE, FL 32780

Title Secretary

UPTHEGROVE, Kenneth E
2553 CHRISTOPHER DR.
TITUSVILLE, FL 32780

Title Treasurer

UPTHEGROVE, EDWIN E
3508 TRAVIS PLACE
TITUSVILLE, FL 32780

Title VP

UPTHEGROVE, KENNETH E
2553 CHRISTOPHER DR.
TITUSVILLE, FL 32780

Annual Reports

Report Year	Filed Date
2022	01/20/2022
2023	02/28/2023
2024	02/09/2024

Document Images

02/09/2024 -- ANNUAL REPORT	View image in PDF format
02/28/2023 -- ANNUAL REPORT	View image in PDF format
01/20/2022 -- ANNUAL REPORT	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
04/05/2017 -- ANNUAL REPORT	View image in PDF format
03/17/2016 -- ANNUAL REPORT	View image in PDF format
03/17/2015 -- ANNUAL REPORT	View image in PDF format
02/19/2014 -- ANNUAL REPORT	View image in PDF format
02/18/2013 -- ANNUAL REPORT	View image in PDF format
03/05/2012 -- ANNUAL REPORT	View image in PDF format
02/16/2011 -- ANNUAL REPORT	View image in PDF format
02/23/2010 -- ANNUAL REPORT	View image in PDF format
04/07/2009 -- ANNUAL REPORT	View image in PDF format
04/04/2008 -- ANNUAL REPORT	View image in PDF format
04/13/2007 -- ANNUAL REPORT	View image in PDF format
03/28/2006 -- ANNUAL REPORT	View image in PDF format
03/24/2005 -- ANNUAL REPORT	View image in PDF format
02/17/2004 -- ANNUAL REPORT	View image in PDF format
03/11/2003 -- ANNUAL REPORT	View image in PDF format
03/12/2002 -- ANNUAL REPORT	View image in PDF format
04/02/2001 -- ANNUAL REPORT	View image in PDF format
04/24/2000 -- ANNUAL REPORT	View image in PDF format
03/06/1999 -- ANNUAL REPORT	View image in PDF format
04/20/1998 -- ANNUAL REPORT	View image in PDF format
04/09/1997 -- ANNUAL REPORT	View image in PDF format

Utility Contractors – New Projects, Repair, Replacement and Maintenance
Construction Contract # CN24P020/LR

This Contract made and entered into this 10th day of April 2024, between the City of Titusville, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" or "Owner", and Affordable Development, a division of Driveways, Inc., 3300 Bonnie Lane, Titusville, FL 32780, hereinafter referred to as the "Contractor".

Whereas, pursuant to all City Purchasing & Contracting policies, statutory requirements, and federal laws applicable, the City has competitively bid and advertised the Work titled "Proposal# 24-P-020/LR – **Utility Contractors – New Projects, Repair, Replacement and Maintenance**"; and,

Whereas, the City desires to engage a licensed, qualified, and experienced Contractor who has special and unique competency in Utility infrastructure repair, replacement and installation projects; and,

Whereas, the Contractor represents that it is duly licensed, and it has such competence and experience in providing these services; and,

Whereas, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and,

Whereas, at the regular City Council meeting March 26, 2024, the award of this contract was duly considered and approved; and,

Whereas, the City and the Contractor desire to reduce to writing their understanding and agreements on such.

It is, therefore agreed as follows:

1. **DESCRIPTION OF WORK:** The contractor shall furnish all supervision, labor, materials, supplies, tools, equipment, and transportation necessary to perform complete services necessary to perform, on an as-needed basis for the city, services required to provide Utility Contractor services as outlined in the scope of work of RFP #24P-020/LR. hereinafter referred to as "work," unless specifically noted otherwise.
   This agreement shall commence on the day it is executed by both parties and shall have an initial term of two (2) years with three (3) optional one-year extensions.

2. **ASSIGNMENT OF WORK**: It is the City's intent for projects less than $25,000, City staff will choose any one of the awarded contractors to perform the work. Contractors will be awarded work on the following criteria: a. Specific and unique technical/project experience. b. Project approach. c. Past performance on previous City work. d. Availability of resources to undertake assignment. e. Willingness to meet time and budget requirements. f. Distribution of dollars awarded to date with the object of effecting an equitable distribution of contracts among qualified contractors. The chosen contractor will be provided the Scope of Work and a deadline to return the quote. Site visits will be scheduled as necessary. Contractor will be required to provide a quote and a schedule to perform the work using hourly rate quotes, material markup and other costs as agreed to on the contractor's contract price schedule. No invoices will be paid unless material, labor and appropriate markups are broken out separately on the invoice. For projects over $25,000, City staff will provide the Scope of Work and deadline to all awarded contractors. The low quote submitted will be awarded that project.

Any discrepancies found between the Contract Documents and/or any errors or omissions in the Contract Documents, shall be immediately reported to the City. The City shall promptly determine the validity and seriousness of the claimed condition and correct any such error or omission in writing, or otherwise direct Contractor. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

Any correction of errors or omissions in the Contract Documents may be made by the City when such correction is necessary for the proper fulfillment of their intention as construed by City. Where said correction of errors or omissions, except as provided in the next paragraph below, adds to the amount of work to be done by the Contractor, compensation for said additional work shall be negotiated between the parties and must be issued as a written change order before any such additional work is performed or no additional compensation shall be made.

The fact that specific mention of any part of work is omitted in the Contract Documents, whether intentionally or otherwise, when the same are usually and customarily required to complete fully such work as is specified herein, will not entitle the

Contractor to consideration in the matter of any claim for extra compensation, but the said work must be installed or done the same as if called for by the Contract Documents. All work and material usual and necessary to make the Work complete in all its parts, whether or not they are indicated or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by the same. The Contractor will not be allowed to take advantage of any errors or omissions in the Specifications. The City will provide full information when errors or omissions are discovered.

3. **CONTRACT DOCUMENTS:** The Contract Documents on which this agreement between the City and Contractor 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:

A. The standard solicitation and specifications titled "Proposal# 24-P-020/ALR – **Utility Contractors – New Projects, Repair, Replacement and Maintenance**", which is attached hereto as **Exhibit 1** and includes the following:

1. Notice to Proposers	2. Non-collusion Affidavit Form
3. Instruction to Proposers	4. Certification Regarding Lobbying
5. Price Proposal Form	6. Bidder Qualification Questionnaire
7. Categories of Work List	8. General Conditions
9. Affidavit	10. General Scope of Services
11. Draft Contract	12. Technical Specifications
13. Certificate-Contract Execution	14. Foreign Disclosure Form
15. Performance & Payment Bond	16. E-Verify
17. Drug-Free Workplace Form	18. Public Entity Crime Form
19. Certificate Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion	20. Scrutinized Companies

B. Contractor's bid submittal dated February 13, 2024 attached hereto as Exhibit 2 with all related documents, addenda if any, and other documents listed in the Contract Documents, and written modifications issued after execution of this Contract, if any.

C. This Construction Contract.

i. INTENT: The Scope of Work is an integrated part of the Contract

Documents and as such do not stand alone if used independently. These documents establish minimum standards of quality for the Contract. The intent of the Contract Documents is to set forth requirements of performance. It is also intended to include all supervision, labor, materials, equipment, tools, and transportation necessary for the proper execution of the Work, to require complete performance of the Work despite omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

ii. ENTIRE AND SOLE AGREEMENT: Except as specifically stated herein, the Contract Documents constitute the entire agreement between the parties and supersede all other agreements, not specifically set forth in the Contract Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.

iii. AMENDMENTS: The parties may modify this Contract at any time by written agreement. Neither the Contract Documents nor any term thereof may be changed, waived, discharged, or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

COMPENSATION AND PAYMENTS: For satisfactory performance of the Work, the Contractors will perform work on individual projects (for a variety of Public Works utility projects with an annual total authorized amount not to exceed $500,000 (five hundred thousand dollars and no cents) annually for all projects issued under all contracts. The City will pay the Contractor for all Work completed to the City's satisfaction at the agreed unit prices and project proposal. Invoices shall be submitted to the Public Works Department upon completion of Work specified within. Payments shall not be made for Work deemed incomplete or deficient by the City.

The City shall make partial payments to the Contractor on the basis of a duly certified and approved Pay Application, also referred to as invoice, for the Work performed during the preceding calendar month by the Contractor, **less five percent (5%)** of the amount of such pay application request which is to be retained by the City until all Work has been performed strictly in accordance with the Contract and until such Work has fully been accepted by the City.

When Contract Time is approaching Substantial Completion, a pre-final inspection shall be conducted. Within 30 calendar days after reaching substantial completion, the City shall generate a single list (Punchlist) of items required to render complete, satisfactory, and acceptable the construction services purchased by the City. The Contractor will enter the estimated cost to complete each item on the list and return to the City within ten (10) calendar days. The City reserves the right to modify costs, as deemed reasonable, and finalize the Punchlist within five (5) calendar days.

Within twenty (20) business days after developing the Punchlist, and after receipt of a proper invoice or payment request, the City will pay the Contractor the remaining balance of the Contract, including all remaining retainage withheld by the City pursuant to Section 255.078, Florida Statutes, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list.

Upon the City's acceptance of the Work covered by this Contract and the receipt and acknowledgment by the City of a proper maintenance bond and as built plans, and submission by the Contractor, of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required are provided, final payment (for retainage duly invoiced) on account of this Contract shall be made within twenty-five (25) days after receipt of a proper pay application request by the City's Project Manager, pursuant to the Prompt Payment Act (Section 218.735 of the Florida Statutes) and all general conditions hereof.

A. **CLAIMS** – Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before Work starts on the changes or revisions. If the Contractor deems that extra compensation is due for Work not covered herein, or in any Supplemental Agreement, the Contractor

shall notify the City in writing of its intention to make claim for extra compensation before Work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional Work requested by the City until the parties execute an appropriate Contract. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim.

B. **RELEASES** – When it is determined, as a result of a joint inspection of the Work by the Contractor and City, that the Work has been completed in accordance with the terms of the Contract Documents, the completion of the Work shall be certified by the City. At that time, the Contractor may submit the Contractor's final request for payment. Prior to final payment, the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of Claim for all claims against the City arising under or by virtue of the Contract. Also, from each supplier or subcontractor who has notified the City of their right to file a claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential claimant, a Claimant's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

The Purchasing & Contracting Administrator shall be the final authority as to the appropriateness of any payment submittal. The Purchasing & Contracting Administrator's decisions on payment matters shall be made in accordance with the word of the contract, City policies, and legal requirements.

C. Appeals – Appeals of the Purchasing & Contracting Administrator's decisions shall be posted as follows:

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

The Contractor agrees to an administrative hearing within the scope of the contract.

4. **CHANGE ORDERS:** The City reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by written Change Order in accordance with the General Conditions of the solicitation book.

The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized contract amount. Furthermore, for any Change Order(s) that will increase the authorized contract amount, the City Manager is authorized to approve, whichever is greater, up to $25,000.00 or ten percent (10%) of the latest contract amount, not to exceed $50,000.00, provided that sufficient budgeted funds are available for this project.

5. **PROJECT SCHEDULE/TIME OF COMPLETION:** The Contractor shall commence Work to be performed under this Contract upon receipt of written Notice to Proceed from the City's Project Manager. The Contractor shall begin the Work and shall fully complete the Work outlined in the agreed upon project proposal in accordance with the Contract documents.

The Contractor shall perform all Work under this Contract in a timely manner consistent with the assignment schedules as mutually agreed upon by the City and the Contractor. No extension of time shall be valid unless given in writing by the City. No monetary compensation shall be given for such delay.

A delay beyond the Contractor's control may entitle the Contractor to an extension of time in which to complete the Work as determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. Contract time shall not be extended for "Rain Day" delays. The City will continually monitor the effects of weather and, when found justified. The City will require the Contractor to submit a request for additional time due to the effects of weather. The City will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions related adverse soil conditions that prevent the Contract from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal workday on pre-determined controlling work items; or
2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect: and provided that the Contractor was unable to work at least 50% of

the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather.

"Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

The City shall have the authority to suspend the Work wholly or in part, for such periods as may be deemed necessary and for whatever cause, by sending written notice of suspension to the Contractor. If the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this paragraph without the City's written permission. In the event the City suspends the Work, the Contractor shall be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

6. **LIQUIDATED DAMAGES:** It is mutually agreed that time is of the essence in this Contract and should the Contractor fail to complete the Work within the specified time within the Notice to Proceed. The City may establish liquidated damages based on any work order project.

The Contractor shall consider all contingent Work which has to be done by other parties, arising from any cause whatsoever, and shall not plead their want of knowledge of said contingent Work as an excuse for delay in their Work, or for the non-performance.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the City of its rights under this Contract. In case of default of the Contract and the completion of the Work by the City as hereinafter provided, the Contractor and their Surety shall be liable for the liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the City due to any unreasonable action, negligence, omission, or delay of the City.

If any suit for the collection of, or involving the assessment of liquidated damages,

the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The liquidated damages referred to herein are intended to be and are accumulative and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by Statute, or under the Contract.

7. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS**: The Contractor hereby agrees that they have carefully examined the surface of the site and has made sufficient tests or other necessary subsurface investigations to fully satisfy themself that such site is a correct and suitable one for this Work and they assume full responsibility therefore. The provisions of this Contract shall control any inconsistent provision contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the City than against the Contractor and their Surety.

   Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the City's Engineer, and their decision shall be final and binding the Contractor.

   It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the City, its consulting Engineer/Architect or by any agent or representative as in compliance with the terms of the Contract and/or the Drawings, and Specifications covering said Work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the City may require the Contractor and/or their Surety to repair, replace, restore and/or make to comply strictly with this Contract and the Drawings and Specifications any and all of said Work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guaranteed provisions. Failure on the part of the Contractor and/or their Surety, immediately after

notice to either, to repair or replace any such defective materials and Workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or their surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this Contractor and/or their failure to comply strictly with the Contract and with the Drawings and Specifications.

8. **PROJECT MANAGER:** The City shall designate a Project Manager. All Work done shall be subject to the review of the City's Project Manager or designee. Any and all technical questions, which may arise as to the quality and acceptability of materials furnished, work performed or work to be performed, interpretation of the specified requirements and all technical questions as to acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

   The Work shall be subject at all times to review by the City. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Project Manager and Purchasing & Contracting Administrator.

9. **CONTRACTOR'S DUTY & PERFORMANCE:** Contractor's services will meet the minimum level of care and skill ordinarily used by members of Contractor's occupation/profession performing the type of services provided herein within the State of Florida.

   Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over assembly means, methods, techniques, sequences, and procedures, and coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

Unless otherwise provided in the Contract Documents, Contractor shall pay all sales, use, and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all federal, state, and local licenses necessary to perform the Work under the Contract.

Cleanup - The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Work. At the completion of the Work, the Contractor shall remove all their rubbish, tools, scaffolding and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified, and shall insure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner. At no additional expense to the City, the Contractor will restore to their original conditions or better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, etc., disturbed or damaged during the prosecution of the Work. Final payment will be withheld until such clean up and repairs are completed.

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned by an independent labor force. The cost of cleaning by said independent labor force shall be deducted from the monies due the Contractor.

10. **CONTRACTOR'S RESPONSIBILITY FOR WORK:** Until acceptance of Work by the City, the Work shall be under the charge and care of the Contractor, and they shall take every necessary precaution against damage to the Work by action of the elements or any other cause whatsoever, whether arising from execution or from the non-execution of the Work. The Contractor shall reprint, repair, restore, and make good, without

additional compensation, all damage to any portion of the Work occasioned by any cause, other than the sole and active negligence of the City, before its completion and acceptance.

Materials and equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

11. **UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE"):**

Contractor shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event, as defined herein. Contractor shall not be relieved from liability for failures that are due to a Force Majeure event that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact of such event. Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the Contractor claiming Force Majeure: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Contractor claiming Force Majeure. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

12. **SUBCONTRACTS AND ASSIGNABILITY:** The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the same without the prior written consent of the City. Any subcontracts or other work which is performed by persons or firms other than the Contractor under this Contract or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or other Contractors required by the Contractor in connection with services covered by this Contract must be

specifically approved by the City, thereby:

A. Thereby approval will be given only after the Surety on the Contract Bond has informed the City in writing that it approves of such assignment being made.

B. In the event the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

13. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Contract. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but limited to:

A. Providing Worker's Compensation coverage for employees as required by law; and

B. Hiring of any employees, assistants, or subcontractors necessary for performance of the Work; and

C. Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; and

D. Payment of all federal, state, and local taxes income, or employment taxes, if Contractor is not a corporation, self-employment, Social Security taxes; and

E. Compliance with the Fair Labor Standards Act, 29U.S.C. §§201. Et. Seq., including payment of overtime in accordance with the requirements od said Act; and

F. Providing employee training for all functions necessary for performance of the Work; and

G. Providing equipment and materials necessary to the performance of the Work; and

H. Providing office or other facilities for the performance of the Work.

In the event the City provides training, equipment, materials, or facilities or otherwise facilitates performance of the Work, this shall not affect any of the Contractor's duties hereunder or alter Contractor's status as an independent contractor.

14. **PROTECTION OF PERSON AND PROPERTY:** The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor and all subcontractors shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. Failure to comply with the Act constitutes a failure to perform on behalf of the Contractor. This Contract requires that the Contractor and any subcontractors hired by the Contractor agree to reimburse the City for any fines and/or court cost arising from penalties charged to the City for violations of OSHA committed by the Contractor or any subcontractor.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or lost to, all employees on the Work and all other persons who may be affected thereby; all the Work materials and equipment to be incorporated therein, whether in storage on or off the project site or adjacent thereto, including vehicles and equipment therein, trees, shrubs, lawn, walks, pavements, structures, and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall insure that its contract Work does not impair the proper functioning of these utilities.

The Contractor shall perform any Work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City Project Manager of the emergency as soon as practicable but shall not wait for instruction before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the Contractor keep and

maintain all necessary protective devices in place and in proper condition at all times where Work is being performed, to prevent injury to person or damage to public or private property.

The Contractor shall be held responsible for such safety and protection until final written acceptance of the Work is issued by the City.

15. INDEMNIFICATION & INSURANCE:

A. **INDEMNIFICATION** - The Contractor shall indemnify, save harmless and defend the City and all of its officers, agents, and employees from all claims, actions or suits, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said Contractor's operations relating to this contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the Work; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission by said Contractor or that of a subcontractor, or anyone employed by them, or for whose acts Contractor or a subcontractor may be liable; or because of any claims or amounts recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws.

Should the Contractor fail to maintain adequate protection for the City a portion of the money due the Contractor under the Contract, as may be considered necessary by the Purchasing & Contracting Administrator, may be retained for use by the City to address all such claims. In case no money is due, the Contractor's Surety shall be held until such suit(s), action(s), or claim(s) for damage(s) or injury(ies) as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Purchasing & Contracting Administrator. The exception being that money due the Contractor will not be withheld under this provision when the Contractor produces satisfactory evidence that he has, in the opinion of the City, adequate insurance coverage.

The Contractor guarantees the payments of all just claims for materials, supplies, tools, labor, and other just claims against him or any subcontractor in connection with this Contract. The Contractor's bond will not be released by final acceptance and payment by the City unless all such claims are paid or released. Final

waivers of liens for all subcontractors shall be provided to the Purchasing & Contracting Administrator in a timely manner after request for a final inspection.

B. **INSURANCE** - The Contractor shall not commence Work under this Contract until he has obtained and provided insurance of the character specified in the Contract Documents and in such amounts that will provide adequate protection to the City and the Contractor against all Liabilities, damages, and accidents, nor shall he commence Work until such insurance has been approved by the City. The Contractor shall not allow any Subcontractor to commence on their subcontract until all insurance required of the subcontract has been obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Contractor or Subcontractor release the Contractor or Subcontractor of full responsibility for liability, damages, or accidents.

The Contractor and each Subcontractor shall maintain such required insurance during the life of the Contract, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) days advance notice to the City. Coverage shall be as follows:

1) Commercial General Liability Insurance coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.
2) Auto Liability Insurance, covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.
3) Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a

navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.

4) In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.
5) In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.
6) In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way

lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

16. **BONDS:**

A. **PERFORMANCE AND PAYMENT BONDS** – Bonds may be required on a project-by-project basis.

B. **MAINTENANCE BOND** – Bonds may be required on a project-by-project basis.

C. **ADDITIONAL BONDS** – It is further agreed between the parties hereto, that if at any time after the execution of this Contract and the Performance Bond hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, within five (5) days after receipt of notice from the City to do so, the Contractor shall, at their own expense, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City.

17. **GENERAL PERSONNEL:** The Contractor represents that it will secure at its own expense all personnel and subcontractors required for services, which are necessary to complete the Work as described in this Contract. All services under this Contract shall be performed by the Contractor or subcontractor and all persons engaged in work under the Contract shall be qualified to perform such services and authorized under federal, state, and local laws to perform such services. Personnel who perform services under this Contract shall not be employees of the City.

All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any worker including supervisors, employed by the Contractor or subcontractor who, in the opinion of the City does not perform Work under this Contract in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately and shall not be employed again in any portion or the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel

executing Work related to this contract. This listing shall be updated by the Contractor within three days of a personnel change.

18. **EQUAL OPPORTUNITY EMPLOYER:** The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to voluntarily comply with EOE regulations with regards to gender, age, race, veteran status, country of origin, and creed. Any subcontracts the Contractor may enter into shall make reference to this clause with the same degree of application being encountered. When applicable the Contractor shall comply with all State or Federal EOE regulations.

19. **DRUG-FREE WORKPLACE:** The City of Titusville encourages all contractors to maintain a drug-free workplace program in accordance with Section 287.087 of the Florida Statutes.

20. **PUBLIC ENTITY CRIME:**

The Contractor shall file a sworn statement with the City, which is provided under Contract Forms, stating whether a person or affiliate as defined in Section 287.133(1), Florida Statutes, has been convicted of a public entity crime subsequent to October 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

21. **E-VERIFY:** As a condition precedent to entering into a Contract as a result of this bid/proposal, and in compliance with Section 448.095, Florida Statutes, Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 2, 2021.

    A. The City shall not enter into, or renew, a contract with a Contractor that is not enrolled in E-Verify. Any Contractor that has a contract with the City shall be contractually obligated to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The Contractor shall provide the City acceptable evidence of their enrollment at time of execution of the contract or renewal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the Business.

    B. Contractor shall require of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the

subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

C. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statute or the provision of this section shall terminate the contract with the person or entity.

D. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

E. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statute. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public Contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

F. Subcontracts: Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

22. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT:** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Contract, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered

telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

23. **SCRUTINIZED COMPANIES:** In accordance with Sections 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Contract Documents. Contractor and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

24. **ANTI-DISCRIMINATION:** Contractor for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-leases, as a part of the consideration hereof—hereby covenants and agrees that:

    A. No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded

from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

B. No Employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Contract.

25. **DISCRIMINATORY VENDOR LIST:** Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

26. **GRATUITIES AND KICKBACKS:**

A. **GRATUITIES**

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore.

B. **KICKBACKS**

It must be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

C. **CONTRACT CLAUSE**
The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

27. **FOREIGN GIFTS AND CONTRACTS:** The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under Florida Statutes 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission.

28. **ANTITRUST VIOLATIONS; DENIAL OR REVOCATION:** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

29. **ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:**

Pursuant to Florida Statute 287.05701, local governments cannot give preference to a contractor based on social, political or ideological interests such as those listed directly below. Contractors are also prohibited from giving preference to subcontractors based on the below listed factors. Violations will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

A. The Contractor's political opinions, speech, or affiliations.
B. The Contractor's religious beliefs, religious exercise, or religious affiliations.
C. The Contractor's lawful ownership of a firearm.
D. The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
E. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
F. The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
G. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
H. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
    2. Social governance standards, benchmarks, or
    3. requirements, including, but not limited to, environmental or social justice;
    4. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
    5. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

30. **NON-APPROPRIATIONS:** This Contract will remain in full force and effect only as long as the expenditures provided for the Contract have been appropriated by the City Council in the annual budget for each fiscal year of the Contract, and is subject to termination without penalty if funding is not appropriated.

31. **SEVERABILITY:** If any clause or provision of this contract is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Contract, then and only in that event, it shall be the intention of the parties that the remainder of this Contract, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Contract upon the Parties shall be cumulative but not restricted to those given by law.

32. **TERMINATION:**

A. **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, Contractor's:

1. Failing to carry forward and complete Work in accordance with the requirements hereof; or
2. Failing to comply with applicable laws, regulations, permits, or ordinances'; or
3. Failing to timely commence or continuously and vigorously pursue correction of defective Work; or
4. Making a general assignment for the benefit of its creditors; or
5. Having receiver appointed because of insolvency; or
6. Filing bankruptcy or having a petition for involuntary bankruptcy filed against it; or
7. Failing to make prompt payments, when properly due, to subcontractors, 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 Contractor with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of the termination. Such notice shall state the nature of the deficiency and, at the City's sole judgment and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take

possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City.

B. **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 ten (10) days written notice to the Contractor.

Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services, or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for any Work performed prior to the date of the termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the vendor. Any such materials shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specially provided for herein, including but not limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

C. **BANKRUPTCY:** If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of 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 Documents, the City may – by at least ten (10) days prior written notice to the Contractor – without prejudice to any other rights or remedies of the City under the Contract, terminate the Contractor's right to proceed with the Work. In such event, the City may take over the Work and proceed with same to Completion – by Contract or otherwise – and the Contractor and its Sureties shall be liable to the City for any excess cost incurred by the City. In such case, the City may take possession of and utilize in completing the Work, such necessary materials, appliances, and plant as may be on the site of the Project. The foregoing provisions are in addition to, and not in limitation of, the right of the City under any other provisions of the Contract Documents.

33. **COMPLIANCE WITH LAW:** The Contractor expressly agrees to comply with all known laws and regulations relating to providing services under this Contract. The failure of the Contractor to adhere to any known law or regulation pertaining to furnishing services under this Contract shall constitute a material breach of this Contract.

34. **CERTIFICATION OF RESTRICTION ON LOBBYING:** The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any Florida Department of Transportation (FDOT) Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with the instructions.

35. **GOVERNING LAW:** The laws of the State of Florida shall govern this Contract.

36. **VENUE:** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.

37. **WAIVER OF TRIAL BY JURY:** The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

38. **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.

39. **CONFLICT OF INTEREST:** No officer, member or employee of the City or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this contract or any related subcontract, or the proceeds thereof. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

40. **CONFLICTING PROVISIONS:** Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.

41. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company corporation individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

42. **CONSTRUING PROVISIONS:** This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts for their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the General terms of this Contract, the provisions of the

latter shall prevail.

43. **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.

44. **RETENTION AND REVIEW OF RECORDS:** The Contractor and its subcontractors or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

    The Contractor and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Contractor or its subcontractor or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Contractor and its subcontractors will permit such representatives to interview employees on the job during working hours.

45. **AUDIT RIGHTS:** The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the Contract and for a period of five (5) years after

completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must all the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the Contract.

46. **PUBLIC RECORDS:** Records of the Contractor that are made or received in the course or performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Florida Statute. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Florida Statute. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

A. As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract, the Contractor agrees to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized the law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public

records as required by the City to perform the service. If the Contractor transfers all public records upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. The term "public record" as used in this provision include all documents, papers, letters, maps, books, tapes, photographs, films, sound records, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.

-IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

CONTRACTOR:
Affordable Development, a
Division of Driveways Inc.
3300 Bobbi Lane
Titusville, FL 32780

By: _____
Kenneth Upthegrove, Vice President

Date: 4/4/24

OWNER:
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By: _____
Daniel E. Diesel, Mayor

Date: 4-10-24

ATTEST:

_____
Wanda F. Wells, City Clerk

Date: 4-10-24

APPROVED AS TO FORM:

_____
Richard C. Broome, City Attorney

Date: 4-9-2024

APPROVED AS TO CONTENT:

_____
William S. Larese, City Manager

Date: 10APR24

Staff Review & Preparation:

_____ Date: 4/8/2024
Leslie A. Rothering, Purchasing & Contracting Administrator

_____ Date: 4/8/24
C. Kevin Cook, Public Works Director

Exhibit 1 – RFP Document
Exhibit 2 – Contractor's Proposal Submittal
Attachment A – Awarded Contractors for Categories A-D

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

January 14, 2026

Mr. Daniel Duke III, President
Hinterland Group Inc
5580 SR 524
Cocoa, FL 32926

RE: 1st Contract Renewal – CN24P020LR_Hinterland Group
Utility Contractors – New Projects, Repair, Replacement & Maintenance.

Dear Mr. Duke,

In accordance with the referenced contract dated April 24th, 2024, between the City of Titusville and Hinterland Group, Inc, the City is hereby exercising the first (1) one-year administrative renewals. The term of the contract is hereby extended to **April 23th, 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 item# 15 – 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

Hinterland Group, Inc

Daniel Duke III
President

Cc: Sandra Reller, Interim Public Works Director
Purchasing & Contracting file

INTERNAL ROUTING SLIP

City of Titusville
Purchasing & Contracting Division

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

RECEIVED
APR 22 2024
By

CONTRACTOR NAME: Hinterland Group

CONTRACT NAME: Utility Contractors' Services Repair, Maintenance, Replacement

CONTRACT NUMBER: CN24P020/LR

FROM:	PHONE:
Leslie Rothering - Purchasing and Contracting	ext. 3973

**** FOR ROUTING PURPOSES ONLY ****

DATE:	TO:	ACTION REQUIRED:	INITIALS:
April 18, 2024	Richard Broome	Approval/Signature	

REMARKS: Bid document and response copied to flash drive. Council approved on March 26, 2024 awarding to miltiple contractors.

DATE:	TO:	ACTION REQUIRED:	INITIALS:
4/19/24	City Manager / Mayor	Signature	

REMARKS: Thank You! WR 19Apr24

DATE:	TO:	ACTION REQUIRED:	INITIALS:

REMARKS:

DATE:	TO:	ACTION REQUIRED:	INITIALS:

REMARKS:

DATE:	TO:	ACTION REQUIRED:	INITIALS:

REMARKS:

↓ FOR CITY CLERK PURPOSES ↓

Please refer to top of this form for Contract Name and Number

X Scan to Active Contracts

Do not Scan

4/26/24 Date Scanned to Laserfiche

LM Scanned By

Approve the award of contract to Affordable Development, Carr & Collier Inc, Cathcart Construction Company, Drewry Site Development, Hinterland Group, SDV Services LLC, and Young's Communication for the construction of various utility maintenance and improvement projects on an as-needed basis for an annual amount not to exceed $500,000; and authorize the Mayor to execute the contract upon review and approval of City staff.

Approved in accordance with recommendations.

E. Phone Replacement Project

Approve the use of Omnia Partners Cooperative Contract 01-171, Technology Services, Solutions and Related Products in the amount of $83,385.25 with Unicom Government, Inc., 15010 Conference Center Dr, Suite 110, Chantilly, VA 20151 for the purchase of Audio Code phone products and approve the associated budget amendment (BA).

Approved in accordance with recommendations.

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

A. Ordinance No. 7-2024 - Development Review Fee

Conduct the second reading and public hearing of Ordinance No. 7-2024 amending the Code of Ordinances by amending Development Review Procedures Manual Section 17.2 "Land Development Fees" by including an expedited plan review fee; providing severability, repeal of conflicting ordinances, incorporation into the code and an effective date. This is a legislative item.

On March 6, 2024, the Planning and Zoning Commission recommended approval of this item, 6-1.

Approved as recommended by staff and the Planning and Zoning Commission.

B. Ordinance No. 8-2024 - Golden Knights Boulevard

Conduct the second reading and public hearing of Ordinance No. 8-2024 amending Chapter 28 "Zoning", Article VI "Zoning District Standards" of the Code of Ordinances to require additional setback and buffer requirements for properties zoned Industrial (M-2) abutting Golden Knights Boulevard by amending Sections 28-318 "Industrial (M-2)", 30-332 "Required Landscape Yards" and 30-339 "Visual Buffer and Screening Requirements", providing for severability, repeal of conflicting ordinances, and incorporation into the code and effective date. This is a legislative item.

On March 6, 2024, the Planning and Zoning Commission tabled this item to their regular meeting on April 3, 2024 to allow staff time to revise the ordinance based



Detail by Entity Name

Florida Profit Corporation
HINTERLAND GROUP INC.

Filing Information

Document Number	P06000086423
FEI/EIN Number	20-5156844
Date Filed	06/26/2006
State	FL
Status	ACTIVE

Principal Address

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

Mailing Address

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

Registered Agent Name & Address

Wynne, Ryan J, Esq.
1015 W Indiantown Road
Suite 101-A
Jupiter, FL 33458

Name Changed: 02/13/2019

Address Changed: 02/13/2019

Officer/Director Detail

Name & Address

Title PSTD

DUKE, DANIEL A, III
992 W. 15TH STREET
RIVIERA BEACH, FL 33404

Annual Reports

Report Year	Filed Date
2021	03/08/2021
2022	04/05/2022
2023	04/05/2023

Document Images

04/05/2023 -- ANNUAL REPORT	View image in PDF format
04/05/2022 -- ANNUAL REPORT	View image in PDF format
03/08/2021 -- ANNUAL REPORT	View image in PDF format
03/02/2020 -- ANNUAL REPORT	View image in PDF format
02/13/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
02/01/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- Reg. Agent Change	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
04/12/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
11/20/2015 -- Reg. Agent Change	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
04/11/2013 -- ANNUAL REPORT	View image in PDF format
04/09/2013 -- Reg. Agent Change	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
02/15/2010 -- ANNUAL REPORT	View image in PDF format
04/16/2009 -- ANNUAL REPORT	View image in PDF format
01/20/2008 -- ANNUAL REPORT	View image in PDF format
01/09/2007 -- ANNUAL REPORT	View image in PDF format
06/26/2006 -- Domestic Profit	View image in PDF format

Utility Contractors – New Projects, Repair, Replacement and Maintenance
Construction Contract # CN24P020/LR

This Contract made and entered into this 24th day of April 2024, between the City of Titusville, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" or "Owner", and Hinterland Group, Inc., 5580 State Road 524, Cocoa, FL 32926, hereinafter referred to as the "Contractor".

Whereas, pursuant to all City Purchasing & Contracting policies, statutory requirements, and federal laws applicable, the City has competitively bid and advertised the Work titled "Proposal# 24-P-020/LR – **Utility Contractors – New Projects, Repair, Replacement and Maintenance**"; and,

Whereas, the City desires to engage a licensed, qualified, and experienced Contractor who has special and unique competency in Utility infrastructure repair, replacement and installation projects; and,

Whereas, the Contractor represents that it is duly licensed, and it has such competence and experience in providing these services; and,

Whereas, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and,

Whereas, at the regular City Council meeting March 26, 2024, the award of this contract was duly considered and approved; and,

Whereas, the City and the Contractor desire to reduce to writing their understanding and agreements on such.

It is, therefore agreed as follows:

1. **DESCRIPTION OF WORK:** The contractor shall furnish all supervision, labor, materials, supplies, tools, equipment, and transportation necessary to perform complete services necessary to perform, on an as-needed basis for the city, services required to provide Utility Contractor services as outlined in the scope of work of RFP #24P-020/LR. hereinafter referred to as "work," unless specifically noted otherwise. This agreement shall commence on the day it is executed by both parties and shall have an initial term of two (2) years with three (3) optional one-year extensions.
2. **ASSIGNMENT OF WORK**: It is the City's intent for projects less than $25,000, City staff will choose any one of the awarded contractors to perform the work. Contractors

will be awarded work on the following criteria: a. Specific and unique technical/project experience. b. Project approach. c. Past performance on previous City work. d. Availability of resources to undertake assignment. e. Willingness to meet time and budget requirements. f. Distribution of dollars awarded to date with the object of effecting an equitable distribution of contracts among qualified contractors. The chosen contractor will be provided the Scope of Work and a deadline to return the quote. Site visits will be scheduled as necessary. Contractor will be required to provide a quote and a schedule to perform the work using hourly rate quotes, material markup and other costs as agreed to on the contractor's contract price schedule. No invoices will be paid unless material, labor and appropriate markups are broken out separately on the invoice. For projects over $25,000, City staff will provide the Scope of Work and deadline to all awarded contractors. The low quote submitted will be awarded that project.

Any discrepancies found between the Contract Documents and/or any errors or omissions in the Contract Documents, shall be immediately reported to the City. The City shall promptly determine the validity and seriousness of the claimed condition and correct any such error or omission in writing, or otherwise direct Contractor. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

Any correction of errors or omissions in the Contract Documents may be made by the City when such correction is necessary for the proper fulfillment of their intention as construed by City. Where said correction of errors or omissions, except as provided in the next paragraph below, adds to the amount of work to be done by the Contractor, compensation for said additional work shall be negotiated between the parties and must be issued as a written change order before any such additional work is performed or no additional compensation shall be made.

The fact that specific mention of any part of work is omitted in the Contract Documents, whether intentionally or otherwise, when the same are usually and customarily required to complete fully such work as is specified herein, will not entitle the Contractor to consideration in the matter of any claim for extra compensation, but the said work must be installed or done the same as if called for by the Contract Documents. All

work and material usual and necessary to make the Work complete in all its parts, whether or not they are indicated or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by the same. The Contractor will not be allowed to take advantage of any errors or omissions in the Specifications. The City will provide full information when errors or omissions are discovered.

3. **CONTRACT DOCUMENTS:** The Contract Documents on which this agreement between the City and Contractor 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:

A. The standard solicitation and specifications titled "Proposal# 24-P-020/ALR – **Utility Contractors – New Projects, Repair, Replacement and Maintenance**", which is attached hereto as **Exhibit 1** and includes the following:

1. Notice to Proposers	2. Non-collusion Affidavit Form
3. Instruction to Proposers	4. Certification Regarding Lobbying
5. Price Proposal Form	6. Bidder Qualification Questionnaire
7. Categories of Work List	8. General Conditions
9. Affidavit	10. General Scope of Services
11. Draft Contract	12. Technical Specifications
13. Certificate-Contract Execution	14. Foreign Disclosure Form
15. Performance & Payment Bond	16. E-Verify
17. Drug-Free Workplace Form	18. Public Entity Crime Form
19. Certificate Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion	20. Scrutinized Companies

B. Contractor's bid submittal dated February 15, 2024 attached hereto as Exhibit 2 with all related documents, addenda if any, and other documents listed in the Contract Documents, and written modifications issued after execution of this Contract, if any.

C. This Construction Contract.

i. INTENT: The Scope of Work is an integrated part of the Contract Documents and as such do not stand alone if used independently. These documents establish minimum standards of quality for the Contract. The

intent of the Contract Documents is to set forth requirements of performance. It is also intended to include all supervision, labor, materials, equipment, tools, and transportation necessary for the proper execution of the Work, to require complete performance of the Work despite omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

ii. ENTIRE AND SOLE AGREEMENT: Except as specifically stated herein, the Contract Documents constitute the entire agreement between the parties and supersede all other agreements, not specifically set forth in the Contract Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.

iii. AMENDMENTS: The parties may modify this Contract at any time by written agreement. Neither the Contract Documents nor any term thereof may be changed, waived, discharged, or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

COMPENSATION AND PAYMENTS: For satisfactory performance of the Work, the Contractors will perform work on individual projects for a variety of Public Works utility projects with an annual total authorized amount not to exceed $500,000 (five hundred thousand dollars and no cents) annually for all projects issued under all contracts. The City will pay the Contractor for all Work completed to the City's satisfaction at the agreed unit prices and project proposal. Invoices shall be submitted to the Public Works Department upon completion of Work specified within. Payments shall not be made for Work deemed incomplete or deficient by the City.

The City shall make partial payments to the Contractor on the basis of a duly certified and approved Pay Application, also referred to as invoice, for the Work

performed during the preceding calendar month by the Contractor, **less five percent (5%)** of the amount of such pay application request which is to be retained by the City until all Work has been performed strictly in accordance with the Contract and until such Work has fully been accepted by the City.

When Contract Time is approaching Substantial Completion, a pre-final inspection shall be conducted. Within 30 calendar days after reaching substantial completion, the City shall generate a single list (Punchlist) of items required to render complete, satisfactory, and acceptable the construction services purchased by the City. The Contractor will enter the estimated cost to complete each item on the list and return to the City within ten (10) calendar days. The City reserves the right to modify costs, as deemed reasonable, and finalize the Punchlist within five (5) calendar days.

Within twenty (20) business days after developing the Punchlist, and after receipt of a proper invoice or payment request, the City will pay the Contractor the remaining balance of the Contract, including all remaining retainage withheld by the City pursuant to Section 255.078, Florida Statutes, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list.

Upon the City's acceptance of the Work covered by this Contract and the receipt and acknowledgment by the City of a proper maintenance bond and as built plans, and submission by the Contractor, of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required are provided, final payment (for retainage duly invoiced) on account of this Contract shall be made within twenty-five (25) days after receipt of a proper pay application request by the City's Project Manager, pursuant to the Prompt Payment Act (Section 218.735 of the Florida Statutes) and all general conditions hereof.

A. **CLAIMS** – Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before Work starts on the changes or revisions. If the Contractor deems that extra compensation is due for Work not covered herein, or in any Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before Work begins on which the claim is based. If such

notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional Work requested by the City until the parties execute an appropriate Contract. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim.

B. **RELEASES** – When it is determined, as a result of a joint inspection of the Work by the Contractor and City, that the Work has been completed in accordance with the terms of the Contract Documents, the completion of the Work shall be certified by the City. At that time, the Contractor may submit the Contractor's final request for payment. Prior to final payment, the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of Claim for all claims against the City arising under or by virtue of the Contract. Also, from each supplier or subcontractor who has notified the City of their right to file a claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential claimant, a Claimant's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

The Purchasing & Contracting Administrator shall be the final authority as to the appropriateness of any payment submittal. The Purchasing & Contracting Administrator's decisions on payment matters shall be made in accordance with the word of the contract, City policies, and legal requirements.

C. Appeals – Appeals of the Purchasing & Contracting Administrator's decisions shall be posted as follows:

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

The Contractor agrees to an administrative hearing within the scope of the contract.

4. **CHANGE ORDERS:** The City reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by written

Change Order in accordance with the General Conditions of the solicitation book.

The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized contract amount. Furthermore, for any Change Order(s) that will increase the authorized contract amount, the City Manager is authorized to approve, whichever is greater, up to $25,000.00 or ten percent (10%) of the latest contract amount, not to exceed $50,000.00, provided that sufficient budgeted funds are available for this project.

5. **PROJECT SCHEDULE/TIME OF COMPLETION:** The Contractor shall commence Work to be performed under this Contract upon receipt of written Notice to Proceed from the City's Project Manager. The Contractor shall begin the Work and shall fully complete the Work outlined in the agreed upon project proposal in accordance with the Contract documents.

The Contractor shall perform all Work under this Contract in a timely manner consistent with the assignment schedules as mutually agreed upon by the City and the Contractor. No extension of time shall be valid unless given in writing by the City. No monetary compensation shall be given for such delay.

A delay beyond the Contractor's control may entitle the Contractor to an extension of time in which to complete the Work as determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. Contract time shall not be extended for "Rain Day" delays. The City will continually monitor the effects of weather and, when found justified. The City will require the Contractor to submit a request for additional time due to the effects of weather. The City will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions related adverse soil conditions that prevent the Contract from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal workday on pre-determined controlling work items; or
2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect: and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement

weather.

"Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

The City shall have the authority to suspend the Work wholly or in part, for such periods as may be deemed necessary and for whatever cause, by sending written notice of suspension to the Contractor. If the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this paragraph without the City's written permission. In the event the City suspends the Work, the Contractor shall be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

6. **LIQUIDATED DAMAGES:** It is mutually agreed that time is of the essence in this Contract and should the Contractor fail to complete the Work within the specified time within the Notice to Proceed. The City may establish liquidated damages based on any work order project.

The Contractor shall consider all contingent Work which has to be done by other parties, arising from any cause whatsoever, and shall not plead their want of knowledge of said contingent Work as an excuse for delay in their Work, or for the non-performance.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the City of its rights under this Contract. In case of default of the Contract and the completion of the Work by the City as hereinafter provided, the Contractor and their Surety shall be liable for the liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the City due to any unreasonable action, negligence, omission, or delay of the City.

If any suit for the collection of, or involving the assessment of liquidated damages, the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The liquidated damages referred to herein are intended to be and are

accumulative and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by Statute, or under the Contract.

7. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS:** The Contractor hereby agrees that they have carefully examined the surface of the site and has made sufficient tests or other necessary subsurface investigations to fully satisfy themself that such site is a correct and suitable one for this Work and they assume full responsibility therefore. The provisions of this Contract shall control any inconsistent provision contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the City than against the Contractor and their Surety.

   Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the City's Engineer, and their decision shall be final and binding the Contractor.

   It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the City, its consulting Engineer/Architect or by any agent or representative as in compliance with the terms of the Contract and/or the Drawings, and Specifications covering said Work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the City may require the Contractor and/or their Surety to repair, replace, restore and/or make to comply strictly with this Contract and the Drawings and Specifications any and all of said Work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guaranteed provisions. Failure on the part of the Contractor and/or their Surety, immediately after notice to either, to repair or replace any such defective materials and Workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable

cost of such replacement and/or repair from the Contractor and/or their surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this Contractor and/or their failure to comply strictly with the Contract and with the Drawings and Specifications.

8. **PROJECT MANAGER:** The City shall designate a Project Manager. All Work done shall be subject to the review of the City's Project Manager or designee. Any and all technical questions, which may arise as to the quality and acceptability of materials furnished, work performed or work to be performed, interpretation of the specified requirements and all technical questions as to acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

   The Work shall be subject at all times to review by the City. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Project Manager and Purchasing & Contracting Administrator.

9. **CONTRACTOR'S DUTY & PERFORMANCE:** Contractor's services will meet the minimum level of care and skill ordinarily used by members of Contractor's occupation/profession performing the type of services provided herein within the State of Florida.

   Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over assembly means, methods, techniques, sequences, and procedures, and coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

   Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and

services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

Unless otherwise provided in the Contract Documents, Contractor shall pay all sales, use, and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all federal, state, and local licenses necessary to perform the Work under the Contract.

Cleanup - The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Work. At the completion of the Work, the Contractor shall remove all their rubbish, tools, scaffolding and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified, and shall insure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner. At no additional expense to the City, the Contractor will restore to their original conditions or better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, etc., disturbed or damaged during the prosecution of the Work. Final payment will be withheld until such clean up and repairs are completed.

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned by an independent labor force. The cost of cleaning by said independent labor force shall be deducted from the monies due the Contractor.

10. **CONTRACTOR'S RESPONSIBILITY FOR WORK:** Until acceptance of Work by the City, the Work shall be under the charge and care of the Contractor, and they shall take every necessary precaution against damage to the Work by action of the elements or any other cause whatsoever, whether arising from execution or from the non-execution of the Work. The Contractor shall reprint, repair, restore, and make good, without additional compensation, all damage to any portion of the Work occasioned by any cause, other than the sole and active negligence of the City, before its completion and

acceptance.

Materials and equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

11. **UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE"):**

Contractor shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event, as defined herein. Contractor shall not be relieved from liability for failures that are due to a Force Majeure event that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact of such event. Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the Contractor claiming Force Majeure: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Contractor claiming Force Majeure. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

12. **SUBCONTRACTS AND ASSIGNABILITY:** The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the same without the prior written consent of the City. Any subcontracts or other work which is performed by persons or firms other than the Contractor under this Contract or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or other Contractors required by the Contractor in connection with services covered by this Contract must be specifically approved by the City, thereby:

A. Thereby approval will be given only after the Surety on the Contract Bond has

informed the City in writing that it approves of such assignment being made.

B. In the event the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

13. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Contract. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but limited to:

A. Providing Worker's Compensation coverage for employees as required by law; and

B. Hiring of any employees, assistants, or subcontractors necessary for performance of the Work; and

C. Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; and

D. Payment of all federal, state, and local taxes income, or employment taxes, if Contractor is not a corporation, self-employment, Social Security taxes; and

E. Compliance with the Fair Labor Standards Act, 29U.S.C. §§201. Et. Seq., including payment of overtime in accordance with the requirements od said Act; and

F. Providing employee training for all functions necessary for performance of the Work; and

G. Providing equipment and materials necessary to the performance of the Work; and

H. Providing office or other facilities for the performance of the Work.

In the event the City provides training, equipment, materials, or facilities or otherwise facilitates performance of the Work, this shall not affect any of the Contractor's duties hereunder or alter Contractor's status as an independent contractor.

14. **PROTECTION OF PERSON AND PROPERTY:** The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor and all subcontractors shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. Failure to comply with the Act constitutes a failure to perform on behalf of the Contractor. This Contract requires that the Contractor and any subcontractors hired by the Contractor agree to reimburse the City for any fines and/or court cost arising from penalties charged to the City for violations of OSHA committed by the Contractor or any subcontractor.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or lost to, all employees on the Work and all other persons who may be affected thereby; all the Work materials and equipment to be incorporated therein, whether in storage on or off the project site or adjacent thereto, including vehicles and equipment therein, trees, shrubs, lawn, walks, pavements, structures, and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall insure that its contract Work does not impair the proper functioning of these utilities.

The Contractor shall perform any Work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City Project Manager of the emergency as soon as practicable but shall not wait for instruction before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the Contractor keep and maintain all necessary protective devices in place and in proper condition at all times

where Work is being performed, to prevent injury to person or damage to public or private property.

The Contractor shall be held responsible for such safety and protection until final written acceptance of the Work is issued by the City.

15. INDEMNIFICATION & INSURANCE:

A. **INDEMNIFICATION** - The Contractor shall indemnify, save harmless and defend the City and all of its officers, agents, and employees from all claims, actions or suits, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said Contractor's operations relating to this contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the Work; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission by said Contractor or that of a subcontractor, or anyone employed by them, or for whose acts Contractor or a subcontractor may be liable; or because of any claims or amounts recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws.

Should the Contractor fail to maintain adequate protection for the City a portion of the money due the Contractor under the Contract, as may be considered necessary by the Purchasing & Contracting Administrator, may be retained for use by the City to address all such claims. In case no money is due, the Contractor's Surety shall be held until such suit(s), action(s), or claim(s) for damage(s) or injury(ies) as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Purchasing & Contracting Administrator. The exception being that money due the Contractor will not be withheld under this provision when the Contractor produces satisfactory evidence that he has, in the opinion of the City, adequate insurance coverage.

The Contractor guarantees the payments of all just claims for materials, supplies, tools, labor, and other just claims against him or any subcontractor in connection with this Contract. The Contractor's bond will not be released by final acceptance and payment by the City unless all such claims are paid or released. Final

waivers of liens for all subcontractors shall be provided to the Purchasing & Contracting Administrator in a timely manner after request for a final inspection.

B. **INSURANCE** - The Contractor shall not commence Work under this Contract until he has obtained and provided insurance of the character specified in the Contract Documents and in such amounts that will provide adequate protection to the City and the Contractor against all Liabilities, damages, and accidents, nor shall he commence Work until such insurance has been approved by the City. The Contractor shall not allow any Subcontractor to commence on their subcontract until all insurance required of the subcontract has been obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Contractor or Subcontractor release the Contractor or Subcontractor of full responsibility for liability, damages, or accidents.

The Contractor and each Subcontractor shall maintain such required insurance during the life of the Contract, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) days advance notice to the City. Coverage shall be as follows:

1) Commercial General Liability Insurance coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.
2) Auto Liability Insurance, covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.
3) Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a

navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.

4) In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.
5) In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.
6) In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way

lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

16. **BONDS:**

A. **PERFORMANCE AND PAYMENT BONDS** – Bonds may be required on a project-by-project basis.

B. **MAINTENANCE BOND** – Bonds may be required on a project-by-project basis.

C. **ADDITIONAL BONDS** – It is further agreed between the parties hereto, that if at any time after the execution of this Contract and the Performance Bond hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, within five (5) days after receipt of notice from the City to do so, the Contractor shall, at their own expense, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City.

17. **GENERAL PERSONNEL:** The Contractor represents that it will secure at its own expense all personnel and subcontractors required for services, which are necessary to complete the Work as described in this Contract. All services under this Contract shall be performed by the Contractor or subcontractor and all persons engaged in work under the Contract shall be qualified to perform such services and authorized under federal, state, and local laws to perform such services. Personnel who perform services under this Contract shall not be employees of the City.

All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any worker including supervisors, employed by the Contractor or subcontractor who, in the opinion of the City does not perform Work under this Contract in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately and shall not be employed again in any portion or the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel

executing Work related to this contract. This listing shall be updated by the Contractor within three days of a personnel change.

18. **EQUAL OPPORTUNITY EMPLOYER:** The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to voluntarily comply with EOE regulations with regards to gender, age, race, veteran status, country of origin, and creed. Any subcontracts the Contractor may enter into shall make reference to this clause with the same degree of application being encountered. When applicable the Contractor shall comply with all State or Federal EOE regulations.

19. **DRUG-FREE WORKPLACE:** The City of Titusville encourages all contractors to maintain a drug-free workplace program in accordance with Section 287.087 of the Florida Statutes.

20. **PUBLIC ENTITY CRIME:**

The Contractor shall file a sworn statement with the City, which is provided under Contract Forms, stating whether a person or affiliate as defined in Section 287.133(1), Florida Statutes, has been convicted of a public entity crime subsequent to October 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

21. **E-VERIFY:** As a condition precedent to entering into a Contract as a result of this bid/proposal, and in compliance with Section 448.095, Florida Statutes, Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 2, 2021.

    A. The City shall not enter into, or renew, a contract with a Contractor that is not enrolled in E-Verify. Any Contractor that has a contract with the City shall be contractually obligated to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The Contractor shall provide the City acceptable evidence of their enrollment at time of execution of the contract or renewal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the Business.

    B. Contractor shall require of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the

subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

C. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statute or the provision of this section shall terminate the contract with the person or entity.

D. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

E. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statute. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public Contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

F. Subcontracts: Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

22. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT:** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Contract, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered

telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

23. **SCRUTINIZED COMPANIES:** In accordance with Sections 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Contract Documents. Contractor and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

24. **ANTI-DISCRIMINATION:** Contractor for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-leases, as a part of the consideration hereof—hereby covenants and agrees that:

    A. No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded

from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

B. No Employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Contract.

25. **DISCRIMINATORY VENDOR LIST:** Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

26. **GRATUITIES AND KICKBACKS:**

A. **GRATUITIES**

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore.

B. **KICKBACKS**

It must be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

C. **CONTRACT CLAUSE**
The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

27. **FOREIGN GIFTS AND CONTRACTS:** The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under Florida Statutes 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission.

28. **ANTITRUST VIOLATIONS; DENIAL OR REVOCATION:** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

29. **ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:**

Pursuant to Florida Statute 287.05701, local governments cannot give preference to a contractor based on social, political or ideological interests such as those listed directly below. Contractors are also prohibited from giving preference to subcontractors based on the below listed factors. Violations will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

A. The Contractor's political opinions, speech, or affiliations.
B. The Contractor's religious beliefs, religious exercise, or religious affiliations.
C. The Contractor's lawful ownership of a firearm.
D. The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
E. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
F. The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
G. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
H. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
    2. Social governance standards, benchmarks, or
    3. requirements, including, but not limited to, environmental or social justice;
    4. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
    5. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

30. **NON-APPROPRIATIONS:** This Contract will remain in full force and effect only as long as the expenditures provided for the Contract have been appropriated by the City Council in the annual budget for each fiscal year of the Contract, and is subject to termination without penalty if funding is not appropriated.

31. **SEVERABILITY:** If any clause or provision of this contract is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Contract, then and only in that event, it shall be the intention of the parties that the remainder of this Contract, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Contract upon the Parties shall be cumulative but not restricted to those given by law.

32. **TERMINATION:**

A. **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, Contractor's:

1. Failing to carry forward and complete Work in accordance with the requirements hereof; or
2. Failing to comply with applicable laws, regulations, permits, or ordinances'; or
3. Failing to timely commence or continuously and vigorously pursue correction of defective Work; or
4. Making a general assignment for the benefit of its creditors; or
5. Having receiver appointed because of insolvency; or
6. Filing bankruptcy or having a petition for involuntary bankruptcy filed against it; or
7. Failing to make prompt payments, when properly due, to subcontractors, 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 Contractor with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of the termination. Such notice shall state the nature of the deficiency and, at the City's sole judgment and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take

possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City.

B. **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 ten (10) days written notice to the Contractor.

Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services, or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for any Work performed prior to the date of the termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the vendor. Any such materials shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specially provided for herein, including but not limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

C. **BANKRUPTCY:** If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of 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 Documents, the City may – by at least ten (10) days prior written notice to the Contractor – without prejudice to any other rights or remedies of the City under the Contract, terminate the Contractor's right to proceed with the Work. In such event, the City may take over the Work and proceed with same to Completion – by Contract or otherwise – and the Contractor and its Sureties shall be liable to the City for any excess cost incurred by the City. In such case, the City may take possession of and utilize in completing the Work, such necessary materials, appliances, and plant as may be on the site of the Project. The foregoing provisions are in addition to, and not in limitation of, the right of the City under any other provisions of the Contract Documents.

33. **COMPLIANCE WITH LAW:** The Contractor expressly agrees to comply with all known laws and regulations relating to providing services under this Contract. The failure of the Contractor to adhere to any known law or regulation pertaining to furnishing services under this Contract shall constitute a material breach of this Contract.

34. **CERTIFICATION OF RESTRICTION ON LOBBYING:** The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any Florida Department of Transportation (FDOT) Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with the instructions.

35. **GOVERNING LAW:** The laws of the State of Florida shall govern this Contract.

36. **VENUE:** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.

37. **WAIVER OF TRIAL BY JURY:** The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

38. **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.

39. **CONFLICT OF INTEREST:** No officer, member or employee of the City or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this contract or any related subcontract, or the proceeds thereof. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

40. **CONFLICTING PROVISIONS:** Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.

41. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company corporation individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

42. **CONSTRUING PROVISIONS:** This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts for their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the General terms of this Contract, the provisions of the

latter shall prevail.

43. **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.

44. **RETENTION AND REVIEW OF RECORDS:** The Contractor and its subcontractors or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

The Contractor and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Contractor or its subcontractor or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Contractor and its subcontractors will permit such representatives to interview employees on the job during working hours.

45. **AUDIT RIGHTS:** The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the Contract and for a period of five (5) years after

completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must all the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the Contract.

46. **PUBLIC RECORDS:** Records of the Contractor that are made or received in the course or performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Florida Statute. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Florida Statute. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

A. As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract, the Contractor agrees to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized the law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public

records as required by the City to perform the service. If the Contractor transfers all public records upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. The term "public record" as used in this provision include all documents, papers, letters, maps, books, tapes, photographs, films, sound records, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.

-IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

CONTRACTOR:
Hinterland Group Inc.
5580 SR 524
Cocoa, FL 32926

By: _____
Daniel Duke III, President

Date: 4/8/2024

HINTERLAND GROUP INC. CORPORATE SEAL FLORIDA

OWNER:
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By: _____
Daniel E. Diesel, Mayor

Date: 4-24-24

TITUSVILLE, FLORIDA FOUNDED 1867

ATTEST:
_____
Wanda F. Wells, City Clerk

Date: 4-24-24

APPROVED AS TO FORM:
_____
Richard C. Broome, City Attorney

Date: 4-18-2024

APPROVED AS TO CONTENT:
_____
William S. Latasse, City Manager

Date: 19Apr24

Staff Review & Preparation:

_____ Date: 4/18/24
Leslie A. Rothering, Purchasing & Contracting Administrator

_____ Date: 4/18/24
C. Kevin Cook, Public Works Director

Exhibit 1 – RFP Document
Exhibit 2 – Contractor's Proposal Submittal
Attachment A – Awarded Contractors for Categories A-D

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

January 14, 2026

Mr. Franklin D. Kelley, Manager
SDV Services LLC
1313 S. Washington Ave, Ste C.
Titusville, FL 32780

RE: 1st Contract Renewal – CN24P020LR_SDV Services LLC
Utility Contractors – New Projects, Repair, Replacement & Maintenance.

Dear Mr. Kelley,

In accordance with the referenced contract dated April 10th, 2024, between the City of Titusville and SDV Services, LLC, the City is hereby exercising the first (1) one-year administrative renewals. The term of the contract is hereby extended to **April 9th, 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 item# 15 – 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

SDV Services, LLC

Franklin D. Kelley
Manager

Cc: Sandra Reller, Interim Public Works Director
Purchasing & Contracting file

INTERNAL ROUTING SLIP

City of Titusville
Purchasing & Contracting Division

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

CONTRACTOR NAME: SDV Services, Driveways, Inc., Cathcart Construction Co, Carr & Collier

CONTRACT NAME: Utility Contractors' Services Repair, Maintenance, Replacement

CONTRACT NUMBER: CN24P020/LR

FROM:	**PHONE:**
Leslie Rothering - Purchasing and Contracting	ext. 3973

**** FOR ROUTING PURPOSES ONLY ****

DATE:	TO:	ACTION REQUIRED:	INITIALS:
April 8, 2024	Richard Broome	Approval/Signature	
REMARKS: Bid Document and responses copier to flash drive. Council approved on March 26, 2024 awarding to multiple contractors.			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
April 10, 2024	City Manager and Mayor	Signature	WK
REMARKS: City Manager and Mayor signature required to execute contracts.			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
REMARKS:			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
REMARKS:			

DATE:	TO:	ACTION REQUIRED:	INITIALS:
REMARKS:			

↓ FOR CITY CLERK PURPOSES ↓

Please refer to top of this form for Contract Name and Number

X Scan to Active Contracts

_____ Do not Scan

4/16/24 Date Scanned to Laserfiche

JM Scanned By

A. Reserved for Presentations

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

No action.

6. BOARDS AND COMMISSIONS

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

No action.

8. CONSENT AGENDA

A. Equipment/Vehicle Camera Systems and GPS Monitoring

Approve the use of Sourcewell Contract #020221-SAM in the amount of $65,335 to Samsara Inc., of San Francisco, CA for dash camera installation and GPS and camera monitoring for City vehicles and equipment and approve the use of The Interlocal Purchasing System (TIPS) contract #220101 in the amount of $106,845.27 for installation of camera systems and blind spot monitoring on Solid Waste vehicles and large Equipment to Pro-Vision Video Systems of Byron Center, MI. Additionally, approve the terms of service and add Pro-Vision Video Systems and Samsara Inc. to the vendor of record for standardization of vehicle/equipment cameras and annual software licensing.

Approved in accordance with recommendations.

B. FY 2023 Annual Comprehensive Financial Report

Accept the Annual Comprehensive Financial Report for Fiscal Year (FY) 2023. The report will be available and distributed following publishing the Council agenda packet.

Approved in accordance with recommendations.

C. Change Order #3 and #4 - Blue Heron WRF Clarifier

Approve the Change Order #3 and #4 to Razorback, LLC for the fabrication and installation of new stairways and additional floor grout thickness within the clarifier at the Blue Heron Water Reclamation Facility Service Area in the amount of $75,800. Additionally, authorize the City Manager to execute the change order.

Approved in accordance with recommendations.

D. Award of Contract - Utility Contractors

Approve the award of contract to Affordable Development, Carr & Collier Inc, Cathcart Construction Company, Drewry Site Development, Hinterland Group, SDV Services LLC, and Young's Communication for the construction of various utility maintenance and improvement projects on an as-needed basis for an annual amount not to exceed $500,000; and authorize the Mayor to execute the contract upon review and approval of City staff.

Approved in accordance with recommendations.

E. Phone Replacement Project

Approve the use of Omnia Partners Cooperative Contract 01-171, Technology Services, Solutions and Related Products in the amount of $83,385.25 with Unicom Government, Inc., 15010 Conference Center Dr, Suite 110, Chantilly, VA 20151 for the purchase of Audio Code phone products and approve the associated budget amendment (BA).

Approved in accordance with recommendations.

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

A. Ordinance No. 7-2024 - Development Review Fee

Conduct the second reading and public hearing of Ordinance No. 7-2024 amending the Code of Ordinances by amending Development Review Procedures Manual Section 17.2 "Land Development Fees" by including an expedited plan review fee; providing severability, repeal of conflicting ordinances, incorporation into the code and an effective date. This is a legislative item.

On March 6, 2024, the Planning and Zoning Commission recommended approval of this item, 6-1.

Approved as recommended by staff and the Planning and Zoning Commission.

B. Ordinance No. 8-2024 - Golden Knights Boulevard

Conduct the second reading and public hearing of Ordinance No. 8-2024 amending Chapter 28 "Zoning", Article VI "Zoning District Standards" of the Code of Ordinances to require additional setback and buffer requirements for properties zoned Industrial (M-2) abutting Golden Knights Boulevard by amending Sections 28-318 "Industrial (M-2)", 30-332 "Required Landscape Yards" and 30-339 "Visual Buffer and Screening Requirements", providing for severability, repeal of conflicting ordinances, and incorporation into the code and effective date. This is a legislative item.

On March 6, 2024, the Planning and Zoning Commission tabled this item to their regular meeting on April 3, 2024 to allow staff time to revise the ordinance based



Detail by Entity Name

Florida Limited Liability Company
SDV SERVICES LLC

Filing Information

Document Number	L09000108808
FEI/EIN Number	27-1289920
Date Filed	11/12/2009
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	01/06/2010
Event Effective Date	NONE

Principal Address

1313 S WASHINGTON AVENUE
SUITE C
TITUSVILLE, FL 32780

Changed: 10/14/2020

Mailing Address

1313 S WASHINGTON AVE
SUITE C
TITUSVILLE, FL 32780

Changed: 04/02/2021

Registered Agent Name & Address

KELLEY, FRANKLIN D, II
1313 S WASHINGTON AVE
SUITE C
TITUSVILLE, FL 32780

Name Changed: 03/31/2016

Address Changed: 04/02/2021

Authorized Person(s) Detail

Name & Address

Title MGRM

KELLEY, FRANKLIN D, II
1313 S WASHINGTON AVE
SUITE C
TITUSVILLE, FL 32780

Annual Reports

Report Year	Filed Date
2021	04/02/2021
2022	04/05/2022
2023	03/30/2023

Document Images

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This Contract made and entered into this 10th day of April 2024, between the City of Titusville, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" or "Owner", and SDV Services LLC, 1313 S. Washington Avenue, Ste C., Titusville, FL 32780, hereinafter referred to as the "Contractor".

Whereas, pursuant to all City Purchasing & Contracting policies, statutory requirements, and federal laws applicable, the City has competitively bid and advertised the Work titled "Proposal# 24-P-020/LR – **Utility Contractors – New Projects, Repair, Replacement and Maintenance**"; and,

Whereas, the City desires to engage a licensed, qualified, and experienced Contractor who has special and unique competency in Utility infrastructure repair, replacement and installation projects; and,

Whereas, the Contractor represents that it is duly licensed, and it has such competence and experience in providing these services; and,

Whereas, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and,

Whereas, at the regular City Council meeting March 26, 2024, the award of this contract was duly considered and approved; and,

Whereas, the City and the Contractor desire to reduce to writing their understanding and agreements on such.

It is, therefore agreed as follows:

1. **DESCRIPTION OF WORK:** The contractor shall furnish all supervision, labor, materials, supplies, tools, equipment, and transportation necessary to perform complete services necessary to perform, on an as-needed basis for the city, services required to provide Utility Contractor services as outlined in the scope of work of RFP #24P-020/LR. hereinafter referred to as "work," unless specifically noted otherwise.

   This agreement shall commence on the day it is executed by both parties and shall have an initial term of two (2) years with three (3) optional one-year extensions.

2. **ASSIGNMENT OF WORK**: It is the City's intent for projects less than $25,000, City staff will choose any one of the awarded contractors to perform the work. Contractors will be awarded work on the following criteria: a. Specific and unique technical/project experience. b. Project approach. c. Past performance on previous City work. d. Availability of resources to undertake assignment. e. Willingness to meet time and budget requirements. f. Distribution of dollars awarded to date with the object of effecting an equitable distribution of contracts among qualified contractors. The chosen contractor will be provided the Scope of Work and a deadline to return the quote. Site visits will be scheduled as necessary. Contractor will be required to provide a quote and a schedule to perform the work using hourly rate quotes, material markup and other costs as agreed to on the contractor's contract price schedule. No invoices will be paid unless material, labor and appropriate markups are broken out separately on the invoice. For projects over $25,000, City staff will provide the Scope of Work and deadline to all awarded contractors. The low quote submitted will be awarded that project.

Any discrepancies found between the Contract Documents and/or any errors or omissions in the Contract Documents, shall be immediately reported to the City. The City shall promptly determine the validity and seriousness of the claimed condition and correct any such error or omission in writing, or otherwise direct Contractor. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

Any correction of errors or omissions in the Contract Documents may be made by the City when such correction is necessary for the proper fulfillment of their intention as construed by City. Where said correction of errors or omissions, except as provided in the next paragraph below, adds to the amount of work to be done by the Contractor, compensation for said additional work shall be negotiated between the parties and must be issued as a written change order before any such additional work is performed or no additional compensation shall be made.

The fact that specific mention of any part of work is omitted in the Contract Documents, whether intentionally or otherwise, when the same are usually and customarily required to complete fully such work as is specified herein, will not entitle the

Contractor to consideration in the matter of any claim for extra compensation, but the said work must be installed or done the same as if called for by the Contract Documents. All work and material usual and necessary to make the Work complete in all its parts, whether or not they are indicated or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by the same. The Contractor will not be allowed to take advantage of any errors or omissions in the Specifications. The City will provide full information when errors or omissions are discovered.

3. **CONTRACT DOCUMENTS:** The Contract Documents on which this agreement between the City and Contractor 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:

A. The standard solicitation and specifications titled "Proposal# 24-P-020/ALR – **Utility Contractors – New Projects, Repair, Replacement and Maintenance**", which is attached hereto as **Exhibit 1** and includes the following:

1. Notice to Proposers	2. Non-collusion Affidavit Form
3. Instruction to Proposers	4. Certification Regarding Lobbying
5. Price Proposal Form	6. Bidder Qualification Questionnaire
7. Categories of Work List	8. General Conditions
9. Affidavit	10. General Scope of Services
11. Draft Contract	12. Technical Specifications
13. Certificate-Contract Execution	14. Foreign Disclosure Form
15. Performance & Payment Bond	16. E-Verify
17. Drug-Free Workplace Form	18. Public Entity Crime Form
19. Certificate Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion	20. Scrutinized Companies

B. Contractor's bid submittal dated February 16, 2024 attached hereto as Exhibit 2 with all related documents, addenda if any, and other documents listed in the Contract Documents, and written modifications issued after execution of this Contract, if any.

C. This Construction Contract.

i. INTENT: The Scope of Work is an integrated part of the Contract

Documents and as such do not stand alone if used independently. These documents establish minimum standards of quality for the Contract. The intent of the Contract Documents is to set forth requirements of performance. It is also intended to include all supervision, labor, materials, equipment, tools, and transportation necessary for the proper execution of the Work, to require complete performance of the Work despite omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

ii. ENTIRE AND SOLE AGREEMENT: Except as specifically stated herein, the Contract Documents constitute the entire agreement between the parties and supersede all other agreements, not specifically set forth in the Contract Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.

iii. AMENDMENTS: The parties may modify this Contract at any time by written agreement. Neither the Contract Documents nor any term thereof may be changed, waived, discharged, or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

COMPENSATION AND PAYMENTS: For satisfactory performance of the Work, the Contractors will perform work on individual projects (for a variety of Public Works utility projects with an annual total authorized amount not to exceed $500,000 (five hundred thousand dollars and no cents) annually for all projects issued under all contracts. The City will pay the Contractor for all Work completed to the City's satisfaction at the agreed unit prices and project proposal. Invoices shall be submitted to the Public Works Department upon completion of Work specified within. Payments shall not be made for Work deemed incomplete or deficient by the City.

The City shall make partial payments to the Contractor on the basis of a duly certified and approved Pay Application, also referred to as invoice, for the Work performed during the preceding calendar month by the Contractor, **less five percent (5%)** of the amount of such pay application request which is to be retained by the City until all Work has been performed strictly in accordance with the Contract and until such Work has fully been accepted by the City.

When Contract Time is approaching Substantial Completion, a pre-final inspection shall be conducted. Within 30 calendar days after reaching substantial completion, the City shall generate a single list (Punchlist) of items required to render complete, satisfactory, and acceptable the construction services purchased by the City. The Contractor will enter the estimated cost to complete each item on the list and return to the City within ten (10) calendar days. The City reserves the right to modify costs, as deemed reasonable, and finalize the Punchlist within five (5) calendar days.

Within twenty (20) business days after developing the Punchlist, and after receipt of a proper invoice or payment request, the City will pay the Contractor the remaining balance of the Contract, including all remaining retainage withheld by the City pursuant to Section 255.078, Florida Statutes, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list.

Upon the City's acceptance of the Work covered by this Contract and the receipt and acknowledgment by the City of a proper maintenance bond and as built plans, and submission by the Contractor, of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required are provided, final payment (for retainage duly invoiced) on account of this Contract shall be made within twenty-five (25) days after receipt of a proper pay application request by the City's Project Manager, pursuant to the Prompt Payment Act (Section 218.735 of the Florida Statutes) and all general conditions hereof.

A. **CLAIMS** – Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before Work starts on the changes or revisions. If the Contractor deems that extra compensation is due for Work not covered herein, or in any Supplemental Agreement, the Contractor

shall notify the City in writing of its intention to make claim for extra compensation before Work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional Work requested by the City until the parties execute an appropriate Contract. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim.

B. **RELEASES** – When it is determined, as a result of a joint inspection of the Work by the Contractor and City, that the Work has been completed in accordance with the terms of the Contract Documents, the completion of the Work shall be certified by the City. At that time, the Contractor may submit the Contractor's final request for payment. Prior to final payment, the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of Claim for all claims against the City arising under or by virtue of the Contract. Also, from each supplier or subcontractor who has notified the City of their right to file a claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential claimant, a Claimant's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

The Purchasing & Contracting Administrator shall be the final authority as to the appropriateness of any payment submittal. The Purchasing & Contracting Administrator's decisions on payment matters shall be made in accordance with the word of the contract, City policies, and legal requirements.

C. Appeals – Appeals of the Purchasing & Contracting Administrator's decisions shall be posted as follows:

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

The Contractor agrees to an administrative hearing within the scope of the contract.

4. **CHANGE ORDERS:** The City reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by written Change Order in accordance with the General Conditions of the solicitation book.

The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized contract amount. Furthermore, for any Change Order(s) that will increase the authorized contract amount, the City Manager is authorized to approve, whichever is greater, up to $25,000.00 or ten percent (10%) of the latest contract amount, not to exceed $50,000.00, provided that sufficient budgeted funds are available for this project.

5. **PROJECT SCHEDULE/TIME OF COMPLETION:** The Contractor shall commence Work to be performed under this Contract upon receipt of written Notice to Proceed from the City's Project Manager. The Contractor shall begin the Work and shall fully complete the Work outlined in the agreed upon project proposal in accordance with the Contract documents.

The Contractor shall perform all Work under this Contract in a timely manner consistent with the assignment schedules as mutually agreed upon by the City and the Contractor. No extension of time shall be valid unless given in writing by the City. No monetary compensation shall be given for such delay.

A delay beyond the Contractor's control may entitle the Contractor to an extension of time in which to complete the Work as determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. Contract time shall not be extended for "Rain Day" delays. The City will continually monitor the effects of weather and, when found justified. The City will require the Contractor to submit a request for additional time due to the effects of weather. The City will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions related adverse soil conditions that prevent the Contract from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal workday on pre-determined controlling work items; or
2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect: and provided that the Contractor was unable to work at least 50% of

the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather.

"Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

The City shall have the authority to suspend the Work wholly or in part, for such periods as may be deemed necessary and for whatever cause, by sending written notice of suspension to the Contractor. If the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this paragraph without the City's written permission. In the event the City suspends the Work, the Contractor shall be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

6. **LIQUIDATED DAMAGES:** It is mutually agreed that time is of the essence in this Contract and should the Contractor fail to complete the Work within the specified time within the Notice to Proceed. The City may establish liquidated damages based on any work order project.

The Contractor shall consider all contingent Work which has to be done by other parties, arising from any cause whatsoever, and shall not plead their want of knowledge of said contingent Work as an excuse for delay in their Work, or for the non-performance.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the City of its rights under this Contract. In case of default of the Contract and the completion of the Work by the City as hereinafter provided, the Contractor and their Surety shall be liable for the liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the City due to any unreasonable action, negligence, omission, or delay of the City.

If any suit for the collection of, or involving the assessment of liquidated damages,

the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The liquidated damages referred to herein are intended to be and are accumulative and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by Statute, or under the Contract.

7. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS:** The Contractor hereby agrees that they have carefully examined the surface of the site and has made sufficient tests or other necessary subsurface investigations to fully satisfy themself that such site is a correct and suitable one for this Work and they assume full responsibility therefore. The provisions of this Contract shall control any inconsistent provision contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the City than against the Contractor and their Surety.

Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the City's Engineer, and their decision shall be final and binding the Contractor.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the City, its consulting Engineer/Architect or by any agent or representative as in compliance with the terms of the Contract and/or the Drawings, and Specifications covering said Work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the City may require the Contractor and/or their Surety to repair, replace, restore and/or make to comply strictly with this Contract and the Drawings and Specifications any and all of said Work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guaranteed provisions. Failure on the part of the Contractor and/or their Surety, immediately after

notice to either, to repair or replace any such defective materials and Workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or their surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this Contractor and/or their failure to comply strictly with the Contract and with the Drawings and Specifications.

8. **PROJECT MANAGER:** The City shall designate a Project Manager. All Work done shall be subject to the review of the City's Project Manager or designee. Any and all technical questions, which may arise as to the quality and acceptability of materials furnished, work performed or work to be performed, interpretation of the specified requirements and all technical questions as to acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

   The Work shall be subject at all times to review by the City. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Project Manager and Purchasing & Contracting Administrator.

9. **CONTRACTOR'S DUTY & PERFORMANCE:** Contractor's services will meet the minimum level of care and skill ordinarily used by members of Contractor's occupation/profession performing the type of services provided herein within the State of Florida.

   Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over assembly means, methods, techniques, sequences, and procedures, and coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

Unless otherwise provided in the Contract Documents, Contractor shall pay all sales, use, and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all federal, state, and local licenses necessary to perform the Work under the Contract.

Cleanup - The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Work. At the completion of the Work, the Contractor shall remove all their rubbish, tools, scaffolding and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified, and shall insure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner. At no additional expense to the City, the Contractor will restore to their original conditions or better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, etc., disturbed or damaged during the prosecution of the Work. Final payment will be withheld until such clean up and repairs are completed.

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned by an independent labor force. The cost of cleaning by said independent labor force shall be deducted from the monies due the Contractor.

10. **CONTRACTOR'S RESPONSIBILITY FOR WORK:** Until acceptance of Work by the City, the Work shall be under the charge and care of the Contractor, and they shall take every necessary precaution against damage to the Work by action of the elements or any other cause whatsoever, whether arising from execution or from the non-execution of the Work. The Contractor shall reprint, repair, restore, and make good, without

additional compensation, all damage to any portion of the Work occasioned by any cause, other than the sole and active negligence of the City, before its completion and acceptance.

Materials and equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

11. UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE"):

Contractor shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event, as defined herein. Contractor shall not be relieved from liability for failures that are due to a Force Majeure event that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact of such event. Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the Contractor claiming Force Majeure: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Contractor claiming Force Majeure. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

12. SUBCONTRACTS AND ASSIGNABILITY: The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the same without the prior written consent of the City. Any subcontracts or other work which is performed by persons or firms other than the Contractor under this Contract or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or other Contractors required by the Contractor in connection with services covered by this Contract must be

specifically approved by the City, thereby:

A. Thereby approval will be given only after the Surety on the Contract Bond has informed the City in writing that it approves of such assignment being made.

B. In the event the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

13. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Contract. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but limited to:

A. Providing Worker's Compensation coverage for employees as required by law; and

B. Hiring of any employees, assistants, or subcontractors necessary for performance of the Work; and

C. Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; and

D. Payment of all federal, state, and local taxes income, or employment taxes, if Contractor is not a corporation, self-employment, Social Security taxes; and

E. Compliance with the Fair Labor Standards Act, 29U.S.C. §§201. Et. Seq., including payment of overtime in accordance with the requirements od said Act; and

F. Providing employee training for all functions necessary for performance of the Work; and

G. Providing equipment and materials necessary to the performance of the Work; and

H. Providing office or other facilities for the performance of the Work.

In the event the City provides training, equipment, materials, or facilities or otherwise facilitates performance of the Work, this shall not affect any of the Contractor's duties hereunder or alter Contractor's status as an independent contractor.

14. **PROTECTION OF PERSON AND PROPERTY:** The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor and all subcontractors shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. Failure to comply with the Act constitutes a failure to perform on behalf of the Contractor. This Contract requires that the Contractor and any subcontractors hired by the Contractor agree to reimburse the City for any fines and/or court cost arising from penalties charged to the City for violations of OSHA committed by the Contractor or any subcontractor.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or lost to, all employees on the Work and all other persons who may be affected thereby; all the Work materials and equipment to be incorporated therein, whether in storage on or off the project site or adjacent thereto, including vehicles and equipment therein, trees, shrubs, lawn, walks, pavements, structures, and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall insure that its contract Work does not impair the proper functioning of these utilities.

The Contractor shall perform any Work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City Project Manager of the emergency as soon as practicable but shall not wait for instruction before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the Contractor keep and

maintain all necessary protective devices in place and in proper condition at all times where Work is being performed, to prevent injury to person or damage to public or private property.

The Contractor shall be held responsible for such safety and protection until final written acceptance of the Work is issued by the City.

15. INDEMNIFICATION & INSURANCE:

A. **INDEMNIFICATION** - The Contractor shall indemnify, save harmless and defend the City and all of its officers, agents, and employees from all claims, actions or suits, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said Contractor's operations relating to this contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the Work; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission by said Contractor or that of a subcontractor, or anyone employed by them, or for whose acts Contractor or a subcontractor may be liable; or because of any claims or amounts recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws.

Should the Contractor fail to maintain adequate protection for the City a portion of the money due the Contractor under the Contract, as may be considered necessary by the Purchasing & Contracting Administrator, may be retained for use by the City to address all such claims. In case no money is due, the Contractor's Surety shall be held until such suit(s), action(s), or claim(s) for damage(s) or injury(ies) as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Purchasing & Contracting Administrator. The exception being that money due the Contractor will not be withheld under this provision when the Contractor produces satisfactory evidence that he has, in the opinion of the City, adequate insurance coverage.

The Contractor guarantees the payments of all just claims for materials, supplies, tools, labor, and other just claims against him or any subcontractor in connection with this Contract. The Contractor's bond will not be released by final acceptance and payment by the City unless all such claims are paid or released. Final

waivers of liens for all subcontractors shall be provided to the Purchasing & Contracting Administrator in a timely manner after request for a final inspection.

B. **INSURANCE** - The Contractor shall not commence Work under this Contract until he has obtained and provided insurance of the character specified in the Contract Documents and in such amounts that will provide adequate protection to the City and the Contractor against all Liabilities, damages, and accidents, nor shall he commence Work until such insurance has been approved by the City. The Contractor shall not allow any Subcontractor to commence on their subcontract until all insurance required of the subcontract has been obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Contractor or Subcontractor release the Contractor or Subcontractor of full responsibility for liability, damages, or accidents.

The Contractor and each Subcontractor shall maintain such required insurance during the life of the Contract, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) days advance notice to the City. Coverage shall be as follows:

1) Commercial General Liability Insurance coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.
2) Auto Liability Insurance, covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.
3) Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a

navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.

4) In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.
5) In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.
6) In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way

lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

16. **BONDS:**

A. **PERFORMANCE AND PAYMENT BONDS** – Bonds may be required on a project-by-project basis.

B. **MAINTENANCE BOND** – Bonds may be required on a project-by-project basis.

C. **ADDITIONAL BONDS** – It is further agreed between the parties hereto, that if at any time after the execution of this Contract and the Performance Bond hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, within five (5) days after receipt of notice from the City to do so, the Contractor shall, at their own expense, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City.

17. **GENERAL PERSONNEL:** The Contractor represents that it will secure at its own expense all personnel and subcontractors required for services, which are necessary to complete the Work as described in this Contract. All services under this Contract shall be performed by the Contractor or subcontractor and all persons engaged in work under the Contract shall be qualified to perform such services and authorized under federal, state, and local laws to perform such services. Personnel who perform services under this Contract shall not be employees of the City.

All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any worker including supervisors, employed by the Contractor or subcontractor who, in the opinion of the City does not perform Work under this Contract in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately and shall not be employed again in any portion or the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel

executing Work related to this contract. This listing shall be updated by the Contractor within three days of a personnel change.

18. **EQUAL OPPORTUNITY EMPLOYER:** The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to voluntarily comply with EOE regulations with regards to gender, age, race, veteran status, country of origin, and creed. Any subcontracts the Contractor may enter into shall make reference to this clause with the same degree of application being encountered. When applicable the Contractor shall comply with all State or Federal EOE regulations.

19. **DRUG-FREE WORKPLACE:** The City of Titusville encourages all contractors to maintain a drug-free workplace program in accordance with Section 287.087 of the Florida Statutes.

20. **PUBLIC ENTITY CRIME:**

The Contractor shall file a sworn statement with the City, which is provided under Contract Forms, stating whether a person or affiliate as defined in Section 287.133(1), Florida Statutes, has been convicted of a public entity crime subsequent to October 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

21. **E-VERIFY:** As a condition precedent to entering into a Contract as a result of this bid/proposal, and in compliance with Section 448.095, Florida Statutes, Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 2, 2021.

    A. The City shall not enter into, or renew, a contract with a Contractor that is not enrolled in E-Verify. Any Contractor that has a contract with the City shall be contractually obligated to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The Contractor shall provide the City acceptable evidence of their enrollment at time of execution of the contract or renewal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the Business.

    B. Contractor shall require of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the

subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

C. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statute or the provision of this section shall terminate the contract with the person or entity.

D. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

E. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statute. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public Contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

F. Subcontracts: Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

22. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT:** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Contract, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered

telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

23. **SCRUTINIZED COMPANIES:** In accordance with Sections 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Contract Documents. Contractor and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

24. **ANTI-DISCRIMINATION:** Contractor for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-leases, as a part of the consideration hereof—hereby covenants and agrees that:

    A. No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded

from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

B. No Employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Contract.

25. DISCRIMINATORY VENDOR LIST: Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

26. GRATUITIES AND KICKBACKS:

A. **GRATUITIES**
It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore.

B. **KICKBACKS**

It must be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

C. **CONTRACT CLAUSE**
The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

27. **FOREIGN GIFTS AND CONTRACTS:** The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under Florida Statutes 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission.

28. **ANTITRUST VIOLATIONS; DENIAL OR REVOCATION:** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

29. **ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:**

Pursuant to Florida Statute 287.05701, local governments cannot give preference to a contractor based on social, political or ideological interests such as those listed directly below. Contractors are also prohibited from giving preference to subcontractors based on the below listed factors. Violations will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

A. The Contractor's political opinions, speech, or affiliations.
B. The Contractor's religious beliefs, religious exercise, or religious affiliations.
C. The Contractor's lawful ownership of a firearm.
D. The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
E. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
F. The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
G. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
H. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
    2. Social governance standards, benchmarks, or
    3. requirements, including, but not limited to, environmental or social justice;
    4. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
    5. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

30. **NON-APPROPRIATIONS:** This Contract will remain in full force and effect only as long as the expenditures provided for the Contract have been appropriated by the City Council in the annual budget for each fiscal year of the Contract, and is subject to termination without penalty if funding is not appropriated.

31. **SEVERABILITY:** If any clause or provision of this contract is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Contract, then and only in that event, it shall be the intention of the parties that the remainder of this Contract, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Contract upon the Parties shall be cumulative but not restricted to those given by law.

32. **TERMINATION:**

A. **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, Contractor's:

1. Failing to carry forward and complete Work in accordance with the requirements hereof; or
2. Failing to comply with applicable laws, regulations, permits, or ordinances'; or
3. Failing to timely commence or continuously and vigorously pursue correction of defective Work; or
4. Making a general assignment for the benefit of its creditors; or
5. Having receiver appointed because of insolvency; or
6. Filing bankruptcy or having a petition for involuntary bankruptcy filed against it; or
7. Failing to make prompt payments, when properly due, to subcontractors, 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 Contractor with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of the termination. Such notice shall state the nature of the deficiency and, at the City's sole judgment and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take

possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City.

B. **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 ten (10) days written notice to the Contractor.

Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services, or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for any Work performed prior to the date of the termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the vendor. Any such materials shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specially provided for herein, including but not limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

C. **BANKRUPTCY:** If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of 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 Documents, the City may – by at least ten (10) days prior written notice to the Contractor – without prejudice to any other rights or remedies of the City under the Contract, terminate the Contractor's right to proceed with the Work. In such event, the City may take over the Work and proceed with same to Completion – by Contract or otherwise – and the Contractor and its Sureties shall be liable to the City for any excess cost incurred by the City. In such case, the City may take possession of and utilize in completing the Work, such necessary materials, appliances, and plant as may be on the site of the Project. The foregoing provisions are in addition to, and not in limitation of, the right of the City under any other provisions of the Contract Documents.

33. **COMPLIANCE WITH LAW:** The Contractor expressly agrees to comply with all known laws and regulations relating to providing services under this Contract. The failure of the Contractor to adhere to any known law or regulation pertaining to furnishing services under this Contract shall constitute a material breach of this Contract.

34. **CERTIFICATION OF RESTRICTION ON LOBBYING:** The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any Florida Department of Transportation (FDOT) Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with the instructions.

35. **GOVERNING LAW:** The laws of the State of Florida shall govern this Contract.

36. **VENUE:** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.

37. **WAIVER OF TRIAL BY JURY:** The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

38. **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.

39. **CONFLICT OF INTEREST:** No officer, member or employee of the City or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this contract or any related subcontract, or the proceeds thereof. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

40. **CONFLICTING PROVISIONS:** Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.

41. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company corporation individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

42. **CONSTRUING PROVISIONS:** This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts for their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the General terms of this Contract, the provisions of the

latter shall prevail.

43. **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.

44. **RETENTION AND REVIEW OF RECORDS:** The Contractor and its subcontractors or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

    The Contractor and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Contractor or its subcontractor or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Contractor and its subcontractors will permit such representatives to interview employees on the job during working hours.

45. **AUDIT RIGHTS:** The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the Contract and for a period of five (5) years after

completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must all the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the Contract.

46. **PUBLIC RECORDS:** Records of the Contractor that are made or received in the course or performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Florida Statute. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Florida Statute. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

A. As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract, the Contractor agrees to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized the law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public

records as required by the City to perform the service. If the Contractor transfers all public records upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. The term "public record" as used in this provision include all documents, papers, letters, maps, books, tapes, photographs, films, sound records, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.

-IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

CONTRACTOR:
SDV Services LLC
1313 S. Washington Ave, Ste C.
Titusville, FL 32780

By: _____
Franklin D. Kelley, Manager
Date: 4/4/2024

OWNER:
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By: _____
Daniel E. Diesel, Mayor
Date: 4-10-24

ATTEST:
_____
Wanda F. Wells, City Clerk
Date: 4-10-24

APPROVED AS TO FORM:
_____
Richard C. Broome, City Attorney
Date: 4-9-2024

APPROVED AS TO CONTENT:
_____
William S. Larese, City Manager
Date: 10 Apr 24

Staff Review & Preparation:

_____ Date: 4/8/2024
Leslie A. Rothering, Purchasing & Contracting Administrator

_____ Date: 4/8/24
C. Kevin Cook, Public Works Director

Exhibit 1 – RFP Document
Exhibit 2 – Contractor's Proposal Submittal
Attachment A – Awarded Contractors for Categories A-D

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Mourning Dove Operations Lab Roof Replacement**

Department/Office: Public Works

Recommended Action:

Approve the use of Brevard County Continuing Roofing Contracting Services RFQ-6-22-13 effective through May 12, 2027, in the amount of $98,500 for roof replacement at 2836 Garden Street (Mourning Dove - Water Plant Building) to Tech Systems, Inc. of Melbourne, FL.

Summary Explanation & Background:

The roof above the operations laboratory at the Mourning Dove Water Treatment Plant has experienced ongoing water intrusion for an undetermined period. Drywall and insulation were removed from the affected area, and roof repairs were attempted in May 2026. After leaking continued, the contractor returned in July 2026 to perform additional patchwork. These repairs did not resolve the water intrusion, and roof replacement was determined to be necessary.

Additional costs associated with the project include:

1. Replacement of any deteriorated or rotted wood identified during construction, based on the unit prices provided in the attached quote.
2. Removal and reinstallation of the rooftop air conditioning system to accommodate the roof replacement. This work will be coordinated with the roofing contractor and performed by Southeast Services of CFL, Inc., under City Contract SV25B024TB, at a cost of $7,950.00.

Although future plans for the Mourning Dove facility include demolition of the existing offices, the operations laboratory area is part of the original water treatment plant and is excluded from the planned demolition. This area must remain functional to support plant operations.

Staff recommends that City Council approve the use of Brevard County Contract RFQ-6-22-13 for replacement of the roof above the operations laboratory at the Mourning Dove Water Treatment Plant, located at 2836 Garden Street.

Alternatives:
Do not award

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:
$400,000 401-5555-536.65-00-WR2409

Strategic Plan:
Goal 2: Efficient & Effective Services

Strategic Plan Impact:
This action protects City facilities and extends their useful life by maintaining roof integrity and preventing further water damage.

ATTACHMENTS:
1. Mourning Dove Operations Lab Quote
2. RFQ-6-22-13 Roofing Contract TechSystems & Renewal
3. Tech Systems Piggyback Letter

October 21, 2026

CONTRACT AGREEMENT

THIS AGREEMENT, submitted between TECH SYSTEMS INC., hereinafter called the Contractor and CITY OF TITUSVILLE, hereinafter called the Owner:

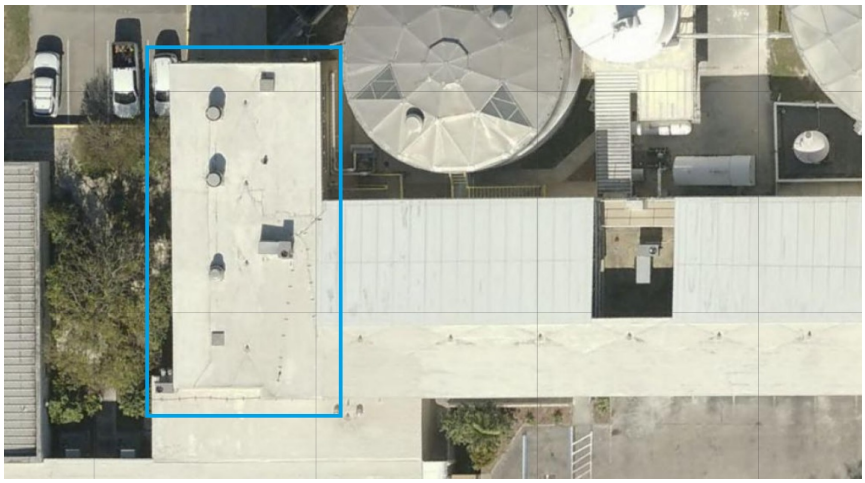
WHEREAS, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

The Contractor shall furnish all of the materials and perform all of the work in a workmanlike manner on the following property to wit:

Roof Replacement

2836 Garden Street

Titusville, FL 32796



Scope of Work

1. Remove and properly dispose of the existing roof system down to the structural metal decking.

2. Clean and prepare the existing metal roof deck for installation of the new roofing system. Reuse existing wood nailers where feasible. Any deteriorated or rotted wood requiring replacement will be addressed on a per-unit basis.

3. Furnish and install one (1) 6-foot-long equipment stand. Raise existing equipment curbs as necessary to accommodate the new roof system. Any required mechanical or electrical disconnections and reconnections shall be the responsibility of the Owner.

4. Furnish and install mechanically attached tapered insulation to promote positive water drainage toward the existing roof drain locations. Furnish and install new retrofit roof drains.

5. Furnish and install a fully adhered roof coverboard over the tapered insulation.

6. Furnish and install a Soprema modified bitumen roofing system consisting of a smooth-surfaced base sheet and a granulated cap sheet, in accordance with the manufacturer's specifications.

7. Furnish and install new stainless steel edge metal along the roof perimeter, including new fascia metal and skirt metal as required.

8. Furnish and install one (1) new aluminum roof hatch.

9. Complete all corner, curb, wall, penetration, and field-flashing details in accordance with Soprema manufacturer's specifications to provide a complete and watertight roofing system.

Special Conditions

1. Owner to furnish electrical power, water, sanitation facilities, and ground storage area.

2. Contractor shall be responsible for all damage and theft of tools and materials stored on the site.

3. It is understood that Contractor shall not be held responsible for any damage to the interior of the building or its contents unless caused by Contractor’s negligence.

4. Owner and Contractor will agree on any changes of specifications before any additional work is done.

5. This contract can be modified only if Owner and Contractor sign a later agreement, which sets forth the changes agreed to. If there are any work modifications the resulting cost or credit to Owner will be included in that agreement.

6. Precautionary measures will be taken to protect the premises from damage, but please be aware that heavy loads on truck and cranes are necessary to deliver and remove material on your job. Concrete and most other driveway and sidewalk materials many times are not able to withstand this weight without cracking. Therefore, neither Tech Systems, Inc.,

nor our material supplier, will assume responsibility for cracking or breaking of driveways, sidewalks, curbs, etc., which may occur.

7. Contractor shall not be held responsible for any damage as a result of movement in decking during re-roof projects. Contractor not responsible for any damage or punctures to A/C lines, electrical lines, cables, and/or plumbing items on the underneath side of the roof decking. Contractor not responsible for any damage to awnings, soffit, screen enclosures, stucco, drywall, landscaping, or pavers.

8. Any electrical, mechanical, or plumbing work, other than specified, to be completed by Owner, if needed.

9. Contract is contingent upon approval by the Building Department, pull tests, and the material manufacturer, if applicable.

10. Wood Replacement Costs, if applicable.

1x4s	$10.50 per lineal foot
2x4s	$11.25per lineal foot
2x6s	$12.75 per lineal foot
2x8s	$14.25 per lineal foot
1x2s	$7.75 per lineal foot
1x6s	$12.00 per lineal foot
1x8s	$12.75 per lineal foot
1x12 fascia	$14.25 per lineal foot
plywood	$65.00 per sheet

11. Force Majeure Clause – any material cost increases incurred after Contract signing due to recent price increases by suppliers will be passed on to the Owner within reason with necessary back-up data.

Permits and Fees

1. Contractor shall provide all necessary permits for the execution of this contract and comply with any state or county licensing requirements. Owner to pay notice of commencement and permit fees.

Insurance

1. Provisions shall be made to protect all property from damage and the public against hazard or injury. All property damaged as a result of this work shall be restored or repaired by the Contractor at his expense.

2. Contractor shall submit statement of insurance coverage and comply with Owner's requirement and agrees to keep said insurance in force for the duration of this contract.

3. Contractor shall hold Owner harmless for any accidents occurring to his employees.

Warranty

1. For a period of two (2) years, Contractor warrants that there will be no water penetration. This warranty does not cover damage due to abuse, hurricanes, named storms, lightning, severe structural faults, acts of God or situations not attributable to faulty material or workmanship. Remedy - In the event that water penetration occurs Contractor will rectify the problem at no cost to Owner. Contractor is not responsible for contents of the building.

2. Provide to Owner a twenty (20) year NDL manufacturer labor and material manufacturer's warranty. Roof must be inspected and maintained annually per warranty requirements.

Contract Price
$98,500.00

Work to be done in accordance with Brevard County Continuing Roofing Contracting Service Contract RFQ 6-22-13.

Payment Schedule

1. Periodic progress payments to be made for both materials stored on the site and work in progress.

2. The total contract price is effective as of the above date and shall remain so for a period of sixty (60) days, after such time the price is subject to change without notice.

IN WITNESS WHEREOF, we have executed this Agreement this _____day of _____, 2026.

TECH SYSTEMS INC. OWNER'S AGENT

_____ _____

_____ _____

Third Renewal to Continuing Roofing Contract

This Renewal (hereinafter referred to as the "Agreement") is made and entered into the date of last signature below, by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Tech Systems, Inc., an entity authorized to do business in the State of Florida, having its principal address at 2001 Hughes Road Suite 1, Melbourne, Florida 32935, hereinafter referred to as "Contractor".

Witnesseth:

Whereas, the County has previously entered into agreement with Contractor executed May 12, 2023, under Contract Number 10167, for roofing services (hereinafter referred to as the "Original Contract"), which is incorporated herein by this reference; and

Whereas, the initial term of the Original Contract is one year after its date of execution and, subject to the County's sole discretion, the Original Contract may be renewed by the County for a one-year period beyond the initial contract term under the same terms and conditions; and

Whereas, the Parties entered into the first renewal extending the Original Contract through May 12, 2025; and

Whereas, the Parties entered into the second renewal extending the Original Contract through May 12, 2026; and

Whereas, this is the third renewal of the Original Contract, and the Parties hereto desire to renew the term of the Original Contract for an additional period of one (1) year beyond the initial contract under the same terms and conditions; and

Whereas, the Parties shall continue to otherwise be bound by the terms and conditions of the Original Contract.

Now, therefore, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The above recitals are true and correct and are incorporated into this Agreement by this reference.

2. Notice is hereby given to the Contractor by the County that the Original Contract is hereby renewed pursuant to the provision set forth therein for an additional one-year period, continuing through May 12, 2027.

3. All terms and conditions of the Original Contract, and any amendments or modifications made thereto, which are incorporated herein by this reference, that are not inconsistent with the provisions of this Agreement remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, on the date last signed below, the Parties have caused this Agreement to be executed by their duly authorized representatives in counterparts, each of which when taken together shall constitute one and the same agreement.

BREVARD COUNTY, FLORIDA

By: _____
James P. Liesenfelt, County Manager

Date: 3-30-26

As approved by the Board on 08/30/2022

Reviewed for legal form
solely for Brevard County:

_____
Deputy County Attorney

TECH SYSTEMS, INC.

By: _____
Thomas Camp, President

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of Feb, 2026, by Thomas Camp, President of Tech Systems, Inc., a Florida Profit Corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public State of Florida
Philip A. Brown
My Commission HH 747375
Expires 12/8/2029

Notary Public Signature

Phil Brown
Name typed, printed or stamped

My Commission Expires: 12/8/2029

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Brevard County Board of County Commissioners, a political subdivision of the State of Florida, which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Tech Systems Inc. (Name of Entity) is not owned by the government of a "Foreign country of concern", as defined in section 287.138, Florida Statutes, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Thomas Camp

Title: President

Signature: 

Date: 2/10/2026

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 Brevard County, Florida, a political subdivision of the State of Florida (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 Tech Systems Inc., a non-governmental entity and I am authorized to provide this affidavit on behalf of such.

3. Non-governmental 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, Non-Governmental Entity does use coercion for labor or services, Non-Governmental Entity will immediately notify Brevard County 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 Brevard County.

Non-Governmental Entity: Tech Systems Inc.

Authorized Signature: _____ Date: 2/10/2026

Printed Name: Thomas Camp Title: President

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day Feb of 2026 by Thomas Camp, as President on behalf of the Non-governmental Entity. 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: Phil Brown

My commission expires: 12/8/2029

Notary Public State of Florida
Philip A. Brown
My Commission HH 747375
Expires 12/8/2029

BREVARD COUNTY

PUBLIC WORKS DEPARTMENT

CONTINUING ROOFING CONTRACTING CONTRACT

Brevard County Public Works Department
2725 Judge Fran Jamieson Way, Room A-201
Viera, Florida 32940

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CONTINUING ROOFING CONTRACTING SERVICES CONTRACT

THIS CONTRACT is entered into the date of last signature below, by and between **Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the "COUNTY"), and **Tech Systems, Inc.**, a business having its principal address at 2001 Hughes Road, Melbourne, FL 32935 (hereinafter the "CONTRACTOR").

WHEREAS, the COUNTY has a need for the services of a contractor to provide continuing roofing contracting services under a continuing contract; and

WHEREAS, the COUNTY issued a Request for Qualifications RFQ-6-22-13 for such services and has selected the CONTRACTOR to provide said services under a continuing contract and has selected the CONTRACTOR to perform services on a continuing consultant basis in accordance with Florida law and Brevard County policies; and

WHEREAS, this is an agreement for roof contracting services for projects that may be funded or submitted for reimbursement by/through the Federal Emergency Management Agency, as outlined herein, and, as a result, the Parties agree and acknowledge that applicable Federal regulations must be followed.

NOW, THEREFORE, in consideration of the mutual agreement hereinafter contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the COUNTY hereby retains the CONTRACTOR and the CONTRACTOR hereby covenants to provide continuing roofing contracting services as prescribed herein.

SECTION I - GENERAL IDENTIFICATION OF SERVICES

All continuing contracting services provided by the CONTRACTOR for the COUNTY shall be identified in Proposal format. Proposals shall include a detailed description of the roofing services to be performed including, but not limited to, square footage, proposed schedule for compensation based on negotiated hourly rates, the proposed number of man hours for each category of labor, the number of workers in each category of labor to be dedicated to the particular work/project from **Attachment B** Pricing Sheet to be assigned to the Work, a projected schedule for completion of the Work, and any other terms or conditions specific to the Work to be performed by the CONTRACTOR, including terms that may be specific to projects that may be funded or submitted for reimbursement by/through the Federal Emergency Management Agency. A Proposal submitted to the COUNTY shall not give rise to any contractual rights until approved by the COUNTY in the form of a written Notice to Proceed signed by an authorized representative of the Brevard County Board of County Commissioners, and where approved by Board action, if applicable. The written Notice to Proceed and specific Proposal, as approved by the COUNTY, shall together constitute an agreement that shall be governed by the terms and conditions of this Contract, unless stated otherwise.

Contract Documents shall include (as applicable): bid advertisement; bid instructions; bid; bid bond; this Contract, including the Federal Emergency Management Agency (FEMA) Clauses and Certifications; bonds; general conditions; special conditions; technical specifications; addenda; drawings; permits; certificate(s) of insurance; and change orders. The FEMA Clauses and Certifications included herein, or attached hereto, control over any conflicting clauses contained within the separate agreements, covering the work for each Project, between the COUNTY and the CONSULTANT, when the Work involved will be submitted by/through FEMA for reimbursement to the COUNTY. The FEMA Clauses and Certifications are attached hereto, and incorporated by this reference, as **Attachment A.** In all other cases, if any conflicts exist between the Contract Documents, the following order of precedence shall apply (as applicable): (1) change orders; (2) addenda (with those of later date having precedence over those of earlier date); (3) this Contract; (4) drawings; (5) technical specifications; (6) special conditions; (7) permits; (8) the COUNTY'S RFQ-6-22-13; (9) bid instructions and advertisement; (10) CONTRACTOR'S Response; (11) construction bond; (12) other bonds; and (13) certificate(s) of insurance.

Preventative Maintenance will be performed at each facility, based on pricing in **Attachment B** Pricing Sheet, upon notification from the COUNTY.

The CONTRACTOR shall not be authorized to begin any work unless all required Certificates of Insurances and applicable endorsement pages (including any replacement coverage for expired or cancelled policies) have been received and approved by the COUNTY.

SECTION II – COUNTY/CONTRACTOR OBLIGATIONS - RECORDS

The COUNTY shall furnish to the CONTRACTOR, upon request, any plans/drawings/data available in the COUNTY'S files pertaining to the work to be performed under this Contract. However, pursuant to Section 119.071, Florida Statutes, certain building plans, blueprints, schematic drawings and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the COUNTY are exempt from disclosure. These documents, while exempt and/or confidential from release under the State's public records law, are provided to the CONTRACTOR as a receiving entity in order to perform its duties and responsibilities under this Contract. The CONTRACTOR understands it is required to treat the above records as exempt and/or confidential from public records and in no case shall release such record without written authorization from the COUNTY following any request for such information.

SECTION III - CONTINUING ROOFING CONTRACTING SERVICES

Upon receipt of a Notice to Proceed, CONTRACTOR agrees to perform all services associated with the requested Work in accordance with the terms of this Contract, the negotiated terms of the applicable approved Proposal, and in accordance with accepted professional standards and practices.

In connection with continuing roofing contracting services to be rendered pursuant to this Contract, the CONTRACTOR further agrees to:

A. Maintain an adequate staff of qualified personnel.
B. Comply with all federal, state and local laws, rules, and regulations applicable to the work.
C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
D. Cooperate and coordinate with other COUNTY contractors, as directed by the COUNTY.
E. Report the status of the work to the COUNTY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the COUNTY or its authorized agent at any time.
F. Submit to COUNTY field observations, reports, and other data representative of the work's progress. Submit for COUNTY approval the final work product upon incorporation of any modifications requested by the COUNTY during any previous review.
G. Certify to the COUNTY that all materials supplied to the Brevard County Board of County Commissioners is 100% asbestos-free.

SECTION IV - TIME OF COMPLETION

The services to be rendered by the CONTRACTOR for each section of the Work shall commence upon receipt of a written Notice to Proceed from the COUNTY subsequent to the execution of this Contract, and shall be completed within the time stated in the approved Proposal. Preventative Maintenance Services shall be completed upon request from the COUNTY. Preventative Maintenance Report and invoice for services shall be submitted within ten (10) days of completion of the Work to facilities.accounts@brevardfl.gov.

SECTION V - COMPENSATION

The COUNTY agrees to pay and the CONTRACTOR agrees to accept, for services rendered pursuant to this Contract, fees and other compensation computed in accordance with the methods outlined in **Attachment B** – "Pricing Sheet", and as specified in an approved Proposal:

A. Hourly Rate - the CONTRACTOR shall be compensated per the attached Pricing Sheet (**Attachment B**) the negotiated hourly rate for each hour of time engaged directly in the work. The CONTRACTOR will provide a detailed

breakdown for hours spent on each individual project.

B. Reimbursable Expenses - The CONTRACTOR shall be compensated for certain work-related expenditures not covered by fees for contracting services, provided such expenditures are previously authorized, in writing, by the COUNTY in an approved Proposal. Miscellaneous expenses such as fax, telephone, copies and tolls will not be included as reimbursable expenses. Upon receipt of satisfactory back up materials, the CONTRACTOR will be compensated for such pre- approved reimbursable expenses on a direct cost basis.

C. At least thirty (30) days prior to each anniversary date of this Contract either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate schedule shall constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONTRACTOR shall be subject to the prior written approval of the COUNTY.

D. In the event CONTRACTOR experiences any delay resulting from circumstances beyond its control, or a change in the scope of work which will result in an increase or decrease in a Proposal's price or time, CONTRACTOR shall provide immediate notice to the COUNTY for consideration of modification to compensation or time. Additional compensation shall be limited to direct costs resulting from the delay or change in work as provided in this Section.

SECTION VI - PAYMENT AND PARTIAL PAYMENTS

Subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the COUNTY shall make monthly payments or partial payments to the CONTRACTOR for all authorized work in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq.

A. The CONTRACTOR shall submit one (1) original, signed Applications for Payment to the COUNTY. Invoices for Preventative Maintenance Services shall also be submitted.

B. The amount of each Payment Application submitted shall be the amount due for all services performed to date in connection with authorized Work, as certified by the CONTRACTOR. Each Payment Application shall include any authorized reimbursable expenses and must reference the particular Proposal/Project which authorized the services performed. The Payment Application shall be accompanied by copies of invoices for reimbursable

expenses, including materials stored on site.

C. Payment Applications shall include a breakdown for each part of the Work billed for each item and personnel as identified on the Pricing Sheet (**Attachment B**).

D. The CONTRACTOR shall be responsible for submitting original Releases of Liens to the COUNTY for all Notices to Owner on file with the COUNTY. Original, notarized Releases must be received by the COUNTY before payments will be processed.

SECTION VII - SCHEDULE OF WORK

The COUNTY shall have the right to determine which units or sections of the work the CONTRACTOR shall proceed with first and in what order the work shall occur.

SECTION VIII - RIGHT OF DECISIONS

All services shall be performed by the CONTRACTOR to reasonable professional standards and practices and to the requirements of the COUNTY. The Facilities Manager, or designee, shall decide and dispose of all claims, questions and disputes arising under this Contract. In the event the CONTRACTOR does not concur with the decision of the Facilities Manager, or designee, the CONTRACTOR shall present any such objections in writing to the Central Services Department Director within ten (10) calendar days and request the issues be referred to a review board of three (3) members selected by the County Manager from Department Directors and Assistant County Managers for review and disposition at a hearing to be held within ten (10) calendar days after receipt of the request for review. This Section does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONTRACTOR goes through the review process established in this Contract and provided further that the CONTRACTOR strictly abides by the ten (10) day time deadline set forth in this Section.

SECTION IX - OWNERSHIP OF DOCUMENTS

Possession of all reports, tracing, plans, specifications, maps, contract documents and/or other work products developed by the CONTRACTOR pursuant to this Contract shall remain with the CONTRACTOR. The COUNTY retains the right of use of such documents at its own risk. When each individual section of work requested pursuant to this Contract is complete, all of the above work products shall be delivered to the COUNTY for its use. Notwithstanding the above paragraph, the CONTRACTOR understands its obligations and responsibilities under Section II of

this Contract.

SECTION X - NOTICES

Any notices from the CONTRACTOR to the COUNTY shall be considered delivered when posted by regular mail, email, or delivered in person to Brevard County Public Works Department/Facilities at the following address:

Brevard County
Public Works Department
2725 Judge Fran Jamieson Way, Building A, Room 201
Viera, Florida 32940

Any notices from the COUNTY to the CONTRACTOR shall be considered delivered when posted by regular mail to the CONTRACTOR at the last address left on file with the COUNTY or delivered by email or in person to said CONTRACTOR.

SECTION XI - AUDIT RIGHTS

The COUNTY or any of its duly authorized representatives reserves the right to audit the records of the CONTRACTOR related to this Contract at any time during the prosecution of the work included herein and for a period of five (5) years after final payment is made.

Both parties understand that the COUNTY is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. “Public Records” are defined as “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 any agency.” Section 119.011(12), Florida Statutes, as may be amended.

Pursuant to Chapter 119, Florida Statutes, generally, and Section 119.0701, Florida Statutes, specifically, if records created by the COUNTY or the CONTRACTOR related to the performance of the services under this Contract do not fall under a specific exemption under Florida or federal law, the records - whether created or maintained by the CONTRACTOR or the COUNTY- must be provided to anyone making a public records request. It will be the CONTRACTOR’S duty to identify any information in records created by the CONTRACTOR which it deems is exempt under Florida or federal law and identify the specific statutory cite which allows the information be held exempt and/or confidential.

A request to inspect or copy public records relating to this Contract must be made directly to the COUNTY. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of the request,

and the CONTRACTOR must provide the COUNTY 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 costs provided for by law and COUNTY Board Policies and Administrative Orders.

Should any person or entity make a public records request of the COUNTY which requires or would require the COUNTY to allow inspection or provide copies of records which the CONTRACTOR maintains are exempt under the Public Records Law or otherwise confidential, it shall be the CONTRACTOR'S obligation to provide the County within a reasonable time of notification by the COUNTY to the CONTRACTOR of the records request, of the specific exemption or confidentiality provision to allow the COUNTY to comply with the requirements Sections 119.07(1)(e) and (f), Florida Statutes. Should the COUNTY face any kind of legal action to require or enforce inspection or production of any records provided by the CONTRACTOR to the COUNTY which the CONTRACTOR maintains are exempt or confidential from such inspection/production as a public record, the CONTRACTOR shall hire and compensate attorney(s) who shall represent the interests of the COUNTY as well as the CONTRACTOR in defending such action. The CONTRACTOR shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to Section 119.12, Florida Statutes.

Should the CONTRACTOR fail to provide the public records to the COUNTY within a reasonable time, the CONTRACTOR is subject to penalties under Section 119.10, Florida Statutes.

The CONTRACTOR shall ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the COUNTY.

Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon

request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (321) 617-7202; robert.hendricks@BREVARDFL.GOV; 2725 JUDGE FRAN JAMIESON WAY, SUITE A207, VIERA, FLORIDA 32940

SECTION XII - SUBCONTRACTING

The CONTRACTOR shall not subcontract, assign, or transfer any work under this Contract without the prior written approval of the COUNTY. When applicable, the CONTRACTOR shall include/disclose the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be included in any applicable proposal for Work identifying the Work or service to be provided by the subcontracted firm.

SECTION XIII - CONTINGENT FEES

The CONTRACTOR represents that no person or company was employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employee, any fee commission, contribution, donation, gift or any other consideration, contingent upon, or resulting from award of this Contract. For any breach violation of this provision, the COUNTY shall have the right to terminate this Contract, without liability, and, at its discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION XIV - TERMINATION/MODIFICATION OF CONTRACT

A. The COUNTY or the CONTRACTOR may terminate, with or without cause, this Contract upon thirty (30) days written notice, provided that any outstanding approved Project, upon which a Notice to Proceed has been issued, is completed by the CONTRACTOR.

B. In the event of termination by either party, the COUNTY'S sole obligation to the CONTRACTOR shall be payment for those portions of satisfactorily, completely performed work previously authorized by approved Proposal. Such payment shall be determined on the basis of hours of work performed by the

CONTRACTOR and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

C. The terms of this Contract may be modified upon the mutual agreement of the CONTRACTOR and the COUNTY as confirmed in writing.

D. In the event that the CONTRACTOR changes its name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the COUNTY reserves the right to terminate this Contract subject to the terms prescribed above.

SECTION XV - DURATION OF CONTRACT

This Contract shall remain in full force and effect for a period of one (1) year after the date of last execution below; however, the CONTRACTOR shall complete any work for which a Notice to Proceed has been issued within this one-year period in accordance with the terms of the Notice to Proceed, and shall be compensated pursuant to **Attachment B**. The performance of specially and properly authorized projects may extend beyond the Contract's effective term and shall be compensated in accordance with Section V hereof. In addition, subject to the COUNTY'S sole discretion, this Contract may be renewed in one (1) year increments for up to four (4) additional years beyond the initial one (1) year period of the Contract only if no change in price is proposed by the CONTRACTOR. Modifications and/or changes to this Contract, including **Attachment B** Pricing Sheet, will require approval by the COUNTY.

SECTION XVI - DEFAULT

In the event the CONTRACTOR fails to comply with the provisions of this Contract, the COUNTY may declare the CONTRACTOR in default by written notification. In the event partial payment has been made for services not completed, the CONTRACTOR shall return any sums due to the COUNTY as a result of CONTRACTOR'S default within ten (10) days after notice and demand that said sums are due. The CONTRACTOR shall not be compensated for any deficient services which have been performed at the time the COUNTY declares a default. The COUNTY shall pay for only that portion, if any, of the satisfactorily performed work which is used or useful by any other consultant retained by the COUNTY to finish the work to the extent that the COUNTY does not incur additional costs over those set forth in the CONTRACTOR'S canceled Proposal.

Any default by the COUNTY for cause, which is later determined to be invalid, shall be considered a termination by the COUNTY as provided in Section XIV.

SECTION XVII - INDEMNIFICATION AND INSURANCE

The CONTRACTOR shall provide insurance policies with insurers acceptable to the COUNTY as follows:

- General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

- Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

- 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 to provide evidence of this coverage. The Contractor shall be responsible for compliance with these requirements by each subcontractor or supplier when applicable.

- Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project for projects in which the cost is $100,000 or more.

Contractor hereby agrees to waive rights of subrogation which any insurer of the Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

The CONTRACTOR shall provide the COUNTY with Certificates of Insurance and endorsement pages on all policies of insurance within ten (10) days of execution of this Contract, and any renewals thereof within ten (10) days of renewal. The Certificates of Insurance will provide that the COUNTY is endorsed as an additional insured. With respect to Workers Compensation coverage, as an alternative to naming the County as an additional insured, the insurer can provide a waiver of all rights of subrogation against the County for losses paid for workers compensation. The COUNTY shall be entitled to thirty (30) days written notice from the insurer of any changes or cancellations of said policies which shall be provided for on the Certificate of Insurance. These insurance requirements shall not relieve or limit the liability of the

CONTRACTOR. The COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the CONTRACTOR'S interests or liabilities, but are merely minimums.

The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless against any and all claims, causes of action or liability for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom to the extent caused by any negligent, recklessness, or intentionally wrongful acts, errors or omissions of the CONTRACTOR, or any of its employees, subcontractors, or agents. The CONTRACTOR agrees to indemnify and pay on behalf of the COUNTY the cost of the COUNTY'S reasonable legal defense of all claims described herein. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy. It is agreed by the parties hereto that specific consideration has been paid under this Contract for this hold harmless provision.

Nothing contained herein is intended to nor shall it constitute a waiver of sovereign immunity of the COUNTY or the protections of or limits on the amounts established pursuant to Section 768.28, Florida Statutes.

SECTION XVIII - QUALITY CONTROL

The CONTRACTOR shall provide a high level of quality control and accuracy. The COUNTY may request additional data collection or re-analysis of data at no expense to the COUNTY. If the original data collected and/or the data analysis is found to be accurate and reasonable, the CONTRACTOR shall be compensated for the additional work in accordance with Section V of this Contract.

The CONTRACTOR acknowledges that the COUNTY will periodically evaluate the CONTRACTOR'S performance and that the evaluation will be used by the COUNTY in determining the CONTRACTOR'S qualifications for future work under this Contract with the COUNTY and for future contracts with the COUNTY.

SECTION XIX - NON-EXCLUSIVE CONTRACT

The parties acknowledge that this Contract is not an exclusive Contract, and the COUNTY may employ other contractors, engineers, professional or technical personnel to furnish services for the COUNTY, as the COUNTY, in its sole discretion, finds is in the public interest.

The COUNTY reserves the right to assign such work to the CONTRACTOR as it may approve in the sole discretion of the COUNTY.

SECTION XX - TRUTH IN NEGOTIATIONS

The CONTRACTOR agrees to execute a truth-in-negotiations certificate (**Attachment C**) and agrees the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXI - INTEREST OF OFFICERS AND OTHERS

No officers, members or employees of the COUNTY, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

SECTION XXII - INTEREST OF CONTRACTOR

The CONTRACTOR covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract no person having any such interest shall be employed.

SECTION XXIII - ASSIGNMENT AND GOVERNING LAW

Neither the COUNTY nor the CONTRACTOR shall assign its interest in this Contract without the written consent of the other except as to the assignment of proceeds. This Contract shall be governed by the Laws of the State of Florida.

SECTION XXIV – VENUE

Venue for any legal action brought by any party to this Contract to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida. **ANY TRIAL SHALL BE NON-JURY.**

SECTION XXV - SEVERABILITY

If any provision of this Contract is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired.

SECTION XXVI – ATTORNEY'S FEES

In the event either party must undertake legal action to enforce any provision

of this contract, each party shall bear their own attorney's fees and costs, and any trial shall be non- jury.

SECTION XXVII - ENTIRETY OF CONTRACT

This writing, together with the original Request for Qualifications, Addenda, approved Proposals and signed Notice to Proceeds that may follow, embody the entire Contract and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change or modification of the terms of this Contract shall be valid unless made in writing, signed by both parties hereto as an addendum to this Contract.

SECTION XXVIII – UNAUTHORIZED ALIEN WORKERS; EMPLOYMENT VERIFICATION

The COUNTY 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 274(e) of the Immigration and Nationality Act (INA)). The COUNTY shall consider the employment by the CONTRACTOR of unauthorized aliens a violation of Section 274(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(e) of the INA shall be grounds for unilateral cancellation of this Contract by the COUNTY.

The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the Contract; and shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

The COUNTY shall terminate this Contract if it has good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes. The COUNTY shall have available to it any remedies outlined in Section 448.095, Florida Statutes, and otherwise authorized by law or in equity, including immediate termination of this Contract. The CONTRACTOR may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify System, a person who is not eligible for employment is hired or employed. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

SECTION XXIX – SCRUTINIZED COMPANIES

For contracts of any amount, if the COUNTY determines the CONTRACTOR submitted a false certification, Vendor Affidavit Regarding Scrutinized Company List, under Section 287.135(5), Florida Statutes, or if the CONTRACTOR has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the COUNTY shall either terminate the Contract after it has given the CONTRACTOR notice and an opportunity to demonstrate the Owner's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4), Florida Statutes, are met. For Contracts $1,000,000 and greater, if the COUNTY determines the CONTRACTOR submitted a false certification under Section 287.135(5), Florida Statutes, or if the CONTRACTOR has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the COUNTY shall either terminate the Contract after it has given the CONTRACTOR notice and an opportunity to demonstrate the Owner's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4), Florida Statutes, are met.

SECTION XXX – INDEPENDENT CONTRACTOR

The COUNTY contracts for the services of the CONTRACTOR as an independent contractor, and not as an employee. Nothing in this contract shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the authority to enter into any contract of any kind on behalf of the other, or to bind or obligate the other to any third party. As an independent contractor, CONTRACTOR is not entitled to any of the rights, privileges, or benefits of COUNTY employees.

SECTION XXXI – DISPUTE RESOLUTION

A. If COUNTY object to all or any portion of an invoice, the COUNTY shall so notify the CONTRACTOR and indicate in writing what corrective action is required of CONTRACTOR. If a dispute over an invoice occurs, the Parties will work to resolve the dispute in accordance with Brevard County Administrative Order AO-33 and Section 218.76, Florida Statutes.

B. To the extent the COUNTY requests CONTRACTOR to perform services that the CONTRACTOR believes are not described in a notice to proceed or Task Order, or with respect to which there is a disagreement between the Parties as to whether or not the services are already required, then the

CONTRACTOR will follow COUNTY'S written directive provided it is without prejudice to CONTRACTOR'S right to seek additional compensation from COUNTY. CONTRACTOR shall only provide such service upon receipt of a written COUNTY directive/Notice to Proceed to explicitly perform such service. The COUNTY'S delivery of such written directive/notice to proceed to explicitly perform such service. The COUNTY'S delivery of such written directive/notice to proceed following CONTRACTOR'S notification shall be without prejudice to COUNTY'S right to maintain that such services do not constitute the basis for additional compensation under the applicable Task Order.

C. Waiver. The waiver by either Party of the other Party's obligations or duties under this Contract shall not constitute a waiver of any other obligation or duty of the other Party under this Contract, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

SECTION XXXII – INTERPRETATION

Both Parties have had the opportunity to consult with legal counsel. Consequently, this Contract shall not be more strictly or more harshly construed against either Party as the drafter.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the parties, through their authorized representatives, have hereunto set their hands and seals on the day and year last written below. This Contract may be executed in counterparts, each of which shall be deemed an original and together shall constitute an original Contract.

WITNESS:

BREVARD COUNTY, FLORIDA

By: _____
Frank Abbate, County Manager
Date: 5/12/23
As approved by the Board on 08/30/2022

Reviewed for legal form and content
for Brevard County:

_____
Deputy County Attorney

TECH SYSTEMS, INC.

By: _____
Jennifer Hillhouse, Vice President

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2023 by Jennifer Hillhouse, Vice President of Tech Systems, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

_____
Notary Public Signature

_____
Name typed, printed or stamped

My Commission Expires: _____

IN WITNESS WHEREOF, the parties, through their authorized representatives, have hereunto set their hands and seals on the day and year last written below. This Contract may be executed in counterparts, each of which shall be deemed an original and together shall constitute an original Contract.

WITNESS:

BREVARD COUNTY, FLORIDA

_____

By: _____
Frank Abbate, County Manager

Date: _____

As approved by the Board on 08/30/2022

Reviewed for legal form and content
for Brevard County:

_____
Deputy County Attorney

TECH SYSTEMS, INC.

By: Jennifer Hillhouse
Jennifer Hillhouse, Vice President

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of May, 2023 by Jennifer Hillhouse, Vice President of Tech Systems, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public State of Florida
Amanda Lopez
My Commission
HH 241161
Exp. 3/15/2026

Amanda Lopez
Notary Public Signature

Amanda Lopez
Name typed, printed or stamped

My Commission Expires: 3/15/2026

ATTACHMENT A
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS[1]

During the performance of this contract, the Consultant and/or Contractor (hereinafter Consultant/Contractor) agrees as follows:

1. **Contract Work Hours and Safety Standards Act.**
Any contract in an amount in excess of $100,000 is subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this section, the terms *laborers* and *mechanics* include watchmen and guards.

   a. Overtime requirements. No Consultant/Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph a. of this section the Consultant/Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant/Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a of this section.

   c. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant/Contractor or subcontractor under any such contract or any other Federal contract with the same prime Consultant/Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant/Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant/Contractor or subcontractor for unpaid

[1] Updated 1/30/2023. Applicable to awards on or after November 12, 2020 per June 2021 Procurement Disaster Assistance Team (PDAT) Contract Provisions Guide.

wages and liquidated damages as provided in the clause set forth in paragraph b of this section.

d. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph a through d of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a through d of this section.

2. <u>Equal Employment Opportunity provisions</u>:

During the performance of this contract, the Consultant/Contractor agrees as follows:

a. The Consultant/Contractor 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/Contractor 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/Contractor 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/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Contractor, 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/Contractor 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/Contractor's legal duty to furnish information.

d. The Consultant/Contractor 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/Contractor'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/Contractor 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/Contractor 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/Contractor'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/Contractor 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/Contractor will include the portion of the sentence immediately preceding paragraph a and the provisions of paragraphs a through h 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/Contractor 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 a Consultant/Contractor 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/Contractor may request the United States to enter into such litigation to protect the interests of the United States. The County 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 County 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 County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultant/Contractors 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 County 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/Contractor 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 Consultant/Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County 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 County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the County; and refer the case to the Department of Justice for appropriate legal proceedings.

3. Clean Air Act and the Federal Water Pollution Control Act

Contractor shall comply with the following on all contracts in excess of $150,000:

a. Clean Air Act

(1) The Consultant/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Consultant/Contractor agrees to report each violation to the COUNTY and understands that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.

(3) The Consultant/Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

(1) The Consultant/Contractor agrees to comply withal applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Consultant/Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant/Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(4) The Consultant/Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

4. Suspension and Debarment:

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant/Contractor is required to verify that none of the Consultant/Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) ordisqualified (defined at 2 C.F.R. § 180.935).

b. The Consultant/Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant/Contractor didnot comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, inaddition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. Byrd Anti-Lobbying Amendment, 31 U.S.C. . § 1352 (as amended):

Contractors 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 who in turn will forward the certification(s) to the awarding agency.

6. Certification for Contracts, Grants, Loans, and Cooperative Agreements

Contractor must submit this certification for each bid or offer exceeding $100,000.

The Consultant/Contractor 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/Contractor certifies or affirms the truthfulness and accuracy of

each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



5/2/2023	Thomas Camp, President
Signature Date	Name and Title

7. Procurement of Recovered Materials:
In the performance of this contract, the Consultant/Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

a. Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

c. The Consultant/Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. Additional FEMA Requirements:

a. Access to Records
   (1) In addition to being subject to Chapter 119, Florida Statutes, the Consultant/Contractor agrees to provide the County, 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/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
   (2) The Consultant/Contractor 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/Contractor 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.
   (4) In compliance with Section 1225 of the Disaster Recovery Act of 2018, the County and the Consultant/Contractor acknowledges and agrees that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

b. DHS (Department of Homeland Security) Seal, Logo and Flags

The Consultant/Contractor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Consultant/Contractor shall include this provision in any subcontracts.

c. Compliance with Federal Law, Regulations and Executive Orders

The Consultant/Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of thecontract. The Consultant/Contractor 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/Contractor, or any other party pertaining to any matter resulting from the contract.

e. Affirmative Socioeconomic Steps (when subcontractors are to be let by Consultant/Contractor)

If subcontractors are to be let, the Consultant/Contractor is required to take all necessary steps identified in 2 C.F.R. 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

f. License and Delivery of Works Subject to Copyright and Data Rights

The Consultant/Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant/Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant/Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

9. Fraud and False or Fraudulent or Related Acts:
The Consultant/Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant/Contractor's actions pertaining to this contract.

10. Davis-Bacon Act (when applicable)

Contractor shall comply with the following provisions for any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions required by the applicable Federal grant program. These provisions are subject to any modifications thereof to meet the particular needs of the agency, provided, that such modifications are first approved by the Department of Labor:

a. Minimum wages.

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant/Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage

determination (including any additional classification and wage rates conformed under paragraph a.(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant/Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(ii) The classification is utilized in the area by the construction industry; and
(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Consultant/Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Consultant/Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting

officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs a.(2)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Consultant/Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Consultant/Contractor does not make payments to a trustee or other third person, the Consultant/Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Consultant/Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant/Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b. Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Consultant/Contractor under this contract or any other Federal contract with the same prime Consultant/Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Consultant/Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Consultant/Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Consultant/Contractor during the course of the work and preserved for a

period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Consultant/Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)

(A) The Consultant/Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Consultant/Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Consultant/Contractor is responsible for the submission of copies of payrolls by all subcontractors. Consultant/Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract,

but if the agency is not such a party, the Consultant/Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Consultant/Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Consultant/Contractor to require a subcontractor to provide addresses and social security numbers to the prime Consultant/Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Consultant/Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph c.(2)(B) of this section.

(D) The falsification of any of the above certifications may subject the Consultant/Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(3) The Consultant/Contractor or subcontractor shall make the records required under paragraph c.(1) of this section available for inspection,

copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Consultant/Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Apprentices and trainees -

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Consultant/Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Consultant/Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant/Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice

classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Consultant/Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant/Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

e. Compliance with Copeland Act requirements. The Consultant/Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

f. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

g. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

h. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

i. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant/Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

j. Certification of eligibility.

(1) By entering into this contract, the Consultant/Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Consultant/Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. <u>Copeland Anti-Kickback Act</u>

a. Contractor. The Consultant/Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

12. <u>Remedies</u>

a. If a remedies clause provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However, if there is no remedies provision, then the following shall control:
   (1) the Consultant/Contractor's remedy for default by the County is a written request to the County Manager seeking the funds from the County for work completed in accordance with the terms of the contract. If the claim is denied or not paid as requested, then, within thirty (30) days, the Consultant/Contractor may file a claim for such funds in a court of competent jurisdiction. Such a claim may not include consequential or special damages and shall not exceed the total contract amount.
   (2) the County's remedy for default shall include termination of the contract and all remedies available to it at law that are necessary to make the County whole.

b. Force Majeure. If a force majeure provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However, if there is no force majeure provision clause, then the following shall control: neither Party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which by the exercise of due diligence it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to the following: Acts of God, hurricanes, tornado, lightning, or earthquake; strikes or lockouts; acts of war, civil insurrection, riots or terrorism; fire or flood not caused by the Party unable to perform; change in law not due to improper conduct or to any negligent or intentional act or omission on the part of the Party unable to perform; and global pandemics. Should the Consultant/Contractor be obstructed or delayed in the prosecution or completion of its services or work as a result of said unforeseeable causes beyond the control of the Consultant/Contractor and not due to its own, or any of its agents', fault or neglect, Consultant/Contractor shall, within 24 hours of the time the delay becomes apparent, notify the County of such delay in writing stating the cause or causes thereof, failing which the Consultant/Contractor shall waive any right the Consultant/Contractor may have to request a reasonable extension of time to complete the work required by the contract. Such reasonable extensions of time to complete the work shall be the

sole remedy of the Consultant/Contractor for such delays, and the Consultant/Contractor will not be entitled to any damages or any claim for extra compensation.

13. Termination for Cause

If a termination for cause provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for cause provision shall control. However, if there is no termination for cause provision, then the following shall control: either Party may terminate this contract for cause based upon the failure of the other Party to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the non-defaulting Party shall give the defaulting Party written notice specifying the Party's default. If within thirty (30) days after receipt of such notice, the defaulting Party shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the non-defaulting Party may, at its option, place the defaulting Party in default and the contract shall terminate on the date specified in such notice. In the case of termination notice issued by the County, the County may take over the work and cause it to be performed to completion by written agreement with a different contractor or otherwise. In such case, the County reserves all rights and remedies available, including, but not limited to, the right to recover the County's additional cost incurred in securing complete performance. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract. If, after the County's notice of termination for cause is issued, it is determined that Consultant/Contractor had not breached its contractual obligations, then the termination shall be deemed to be effected for the County's convenience.

14. Termination for Convenience

If a termination for convenience provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for convenience provision shall control. However, if there is no termination for convenience provision, then the following shall control: either Party may terminate this contract at any time by giving thirty (30) days written notice to the other Party of such termination. Such termination is effective upon the Party's receipt of the Notice of Termination. Upon receipt of such a notice, the Parties will discontinue all services affected, unless the notice directs otherwise. The Consultant/Contractor shall be entitled to payment for services rendered, to the extent work has been performed satisfactorily.

15. Prohibition on Contracting for Covered Telecommunications Equipment of Services

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and

telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph c. of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(A) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(B) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(C) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(D) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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.

c. Exceptions.

(1) This clause does not prohibit contractors from providing—

(A) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(A) Covered telecommunications equipment or services that:
(i) Are not used as a substantial or essential component of any system; and
(ii) Are not used as critical technology of any system.

(B) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

(1) In the event the Consultant/Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Consultant/Contractor is notified of such by a subcontractor at any tier or by any other source, the Consultant/Contractor shall report the information in paragraph d.(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant/Contractor shall report the following information pursuant to paragraph d.(1) of this clause:

(A) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(B) Within 10 business days of submitting the information in paragraph (d)(2)(A) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Consultant/Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Consultant/Contractor shall insert the substance of this clause, including this paragraph e., in all subcontracts and other contractual instruments.

16. Domestic Preferences for Procurement

As appropriate, and to the extent consistent with law, the Consultant/Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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.

Manufactured products mean items and construction materials composed in whole or in part 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.

17. Compliance with Federal Laws, Regulations and Executive Orders

This is an acknowledgement that financial assistance from FEMA or another Federal agency will be used to fund all or a portion of this contract. The Consultant/Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(SIGNATURE PAGE FOLLOWS)

Acknowledgement and Certification

THE CONSULTANT/CONTRACTOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT THE CONSULTANT/CONTRACTOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS REGULATIONS, ETC., AS SPECIFICALLY NOTED ABOVE.

Company Name Tech Systems Inc.

Address 2001 Hughes Road Suite 1

Melbourne, FL 32935

Telephone 321.259.2246 Fax 321.255.0291

Email Address info@techsystemsflorida.com

Name and Title of Authorized Signature Thomas Camp, President

Authorized Signature 

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
REQUIRED FOR CONTRACTS OVER $100,000

CONTRACTORS who apply or bid for an award of $100,000 or more shall fill out and return the following required certification to COUNTY. 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 who in turn will forward the certification(s) to the awarding agency.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(SIGNATURE PAGE FOLLOWS)

The Consultant/Contractor, Tech Systems Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Company Name Tech Systems Inc.

Address 2001 Hughes Road Suite 1

Melbourne, FL 32935

Telephone 321.259.2246 Fax 321.255.0291

Email

Address info@techsystemsflorida.com

Name and Title of Authorized Signature Thomas Camp, President

Authorized Signature

ATTACHMENT B
Pricing Sheet

CONTINUING ROOFING CONTRACTING SERVICES
RFQ-6-22-13
BREVARD COUNTY'S PROPOSED RATES

POSITION	HOURLY RATE (Loaded rates to include labor, overhead, admin, etc.)
Foreman	**$55.00**
Roofer	**$50.00**
Roofer Apprentice	**$35.00**
Metal Installer	**$50.00**
Metal Installer Apprentice	**$35.00**
Laborer	**$35.00**

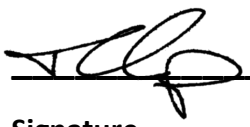
	RATE PER SQUARE FOOT
Annual Preventative Maintenance*(please see below)**	**$.030**
Annual Preventative Maintenance will be paid at $.03 per square foot to include a minimum rate of $300.00 and a maximum rate of $800.00 per Preventative Maintenance Inspection.	

	PERCENTAGE (%)
All materials furnished by the Contractor if and when requested by the Brevard County Public Works/Facilities Department shall be the Contractor's actual cost plus a percentage markup	**10%**

***Please note, "tree trimming" and "clean/unclog roof drains & gutters" has been removed from the "Annual Preventative Maintenance". These services will be issued via work orders dependent on the number of hours to complete each service.**

Tech Systems Inc.

Vendor Name



10/7/2022

Signature **Date**

Thomas Camp

President

Printed Name **Title**

ATTACHMENT C
Truth-In-Negotiations Certificate

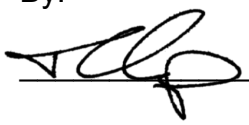
TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, Tech Systems, Inc., hereby certifies that wage rates and other factual unit costs supporting the compensation for RFQ 6-22-13 Continuing Roofing Contracting Services to be provided under this Contract, concerning Tech Systems, Inc., are accurate, complete and current as of the time of contracting.

Contractor:

Tech Systems Inc.

By:



Print Name:

Thomas Camp

Title:

President

Date:
5/2/2023

ATTACHMENT D
Contractor Affidavit Regarding Scrutinized Company List

CONTINUING ROOFING CONTRACTING SERVICES
RFQ-6-22-13

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared Thomas Camp, who, being by me first duly sworn, made the following statement:

1. The Business address of Tech Systems Inc. (name of bidder or contractor) is 2001 Hughes Road Suite 1 Melbourne, FL 32935

2. My relationship to Tech Systems Inc. (name of bidder or contractor) is President (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Tech Systems Inc. (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Tech Systems Inc. (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Tech Systems Inc. (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 25th day of July, 20 22.

(AFFIX SEAL or STAMP)

Notary Public

My commission expires: 3/15/2026

AMANDA LOPEZ
Notary Public - State of Florida
Commission # HH 241161
My Comm. Expires Mar 15, 2026

ATTACHMENT E
Disclosure Form Foreign Influence On Contracts Or Grants
Having A Value Of $100,000 Or More

CONTINUING ROOFING CONTRACTING SERVICES
RFQ-6-22-13
DISCLOSURE FORM

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of $100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER $100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER $100,000. If yes, proceed to the next question.

YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of $50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online:_____

Name of Bidder/Grantee:_____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

_____

Date of Receipt of the Contract/Grant or Gift:_____

Name of the agent or controlled entity that is the source or interest holder: _____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name Tech Systems Inc.

Signature: _____ Date: 7/25/2022

Title: President

STATE OF FLORIDA

COUNTY OF Brevard

Sworn to and subscribed before me by means of ☐ physical presence or ☒ online notarization, this 25th day of July, 2022, by (name of person making statement).

Amanda Lopez
Notary Public

[Notary Seal]



Amanda Lopez
Name typed, printed or stamped

My Commission Expires: 3/15/2026

X Personally Known OR _____ Produced Identification

Type of Identification Produced _____

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

Piggyback Letter for Continuing Roofing Contracting

November 10, 2026

Mr. Thomas Camp, President
Tech Systems, Inc.
2001 Hughes Road Suite 1
Melbourne, FL 32935

Email: info@techsystemsflorida.com
RE: RFQ-6-22-13 Continuing Roof Contracting

Dear Mr. Camp:

Pursuant to City of Titusville, Florida procurement regulations, the City of Titusville, Florida and V.A. Paving, Inc., hereby consent to the utilization of the Brevard County, Florida Contract RFQ-6-22-13 Continuing Roof Contracting attached hereto as **Exhibit 1.** All services shall be in accordance with the terms and conditions of said Brevard County Contract currently effective through May 12, 2027, with one (1) additional renewal term, 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 Brevard County, Florida RFQ-6-22-13 Continuing Roof Contracting shall apply to City of Titusville, Florida.

1. All references to Brevard County, FL shall be replaced with City of Titusville, FL.

2. **Invoice Process for Work Orders and Notices**

   are to be forwarded directly to the City's Designated Representative:

   City of Titusville – Public Works Department
   Sandy Reller, Public Works Director
   2000 S. Washington Ave.
   Titusville, FL 32780

3. **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

4. **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.

AGREED TO BY:

Tech Systems, Inc.
2001 Hughes Road Suite 1
Melbourne, FL 32935

City of Titusville
555 S. Washington Ave.
Titusville, FL 32796

By: _____
Mr. Thomas Camp, President

Date: _____

By _____
Andrew Connors, Mayor

Date _____

ATTEST

_____
Wanda Wells, City Clerk

APPROVED AS TO FORM:

_____
Andriene Treasure, City Attorney
Date:_____

APPROVED AS TO CONTENT:

_____
Thomas Abbate, City Manager
Date: _____

Staff Review & Preparation:

_____ Date _____
Leslie Rothering, Purchasing & Contracting Administrator

_____ Date_____
Sandy Reller, Public Works Director

Attachments:
Exhibit 1: Brevard County, Florida Contract RFQ-6-22-13 Continuing Roof Contracting

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Acceptance of Easement from Forest Glen**

Department/Office: Public Works

Recommended Action:
Accept a utility easement for sewer infrastructure from Forest Glen located at 2001 South Street.

Summary Explanation & Background:

Forest Glen is a senior living facility under construction at 2001 South Street. The project has completed installation of the public sewer infrastructure and has received clearance from the Florida Department of Environmental Protection (FDEP) to place the system into service. As part of the utility acceptance process, the developer is conveying the public sewer infrastructure to the City of Titusville for ownership and maintenance. Utility easements are required to provide the City with legal access to operate, inspect, maintain, repair, and replace the publicly owned water infrastructure within the development.

Approval of this easement will ensure the City has the necessary legal rights to access and maintain its public sewer infrastructure, consistent with standard utility conveyance requirements. Obtaining this easement is a routine component of accepting publicly maintained infrastructure and is essential to preserving the long-term reliability of the City's sewer system and protecting public health and safety.

It is recommended that City Council approve a utility easement for sewer infrastructure from Forest Glen located at 2001 South Street.

Alternatives:

Item Budgeted:
NA

Source/Use of Funds/Budget Book Page:
NA

Strategic Plan:
Goal 2: Efficient & Effective Services
Goal 4: Economic Development

Strategic Plan Impact:
This action will result in providing access needed to properly maintain and secure important public utility infrastructure.

ATTACHMENTS:
1. Forest Glen Sanitary Easement

This Instrument Prepared By and
After Recording Return To:
Jason Larson
Housing Trust Group, LLC
3225 Aviation Avenue, 6th Floor
Coconut Grove, Florida 33133

Parcel ID No.: 22-35-04-00-514

Reserved for Clerk of Court

UTILITY EASEMENT

THIS INDENTURE, made and entered into this 16th day of October, 2026, by and between **HTG FOREST GLEN APARTMENTS, LTD.**, a Florida limited partnership, whose post office address is 3225 Aviation Avenue, 6th Floor, Coconut Grove, Florida 33133, hereinafter called, collectively with its successors and assigns, "**GRANTOR**", and the **CITY OF TITUSVILLE, FLORIDA**, a municipal corporation, whose post office address is P.O. Box 2806, Titusville, Florida 32781-2806, hereinafter called "**GRANTEE**".

A. GRANTOR is the owner in fee simple of that certain property located in the City of Titusville, Brevard County, Florida described in Exhibit "A" (the "Easement Area") attached hereto and made a part hereof.

B. GRANTOR warrants and represents that it has clear and marketable title to the property and authority to execute this instrument.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the sum of One Dollar ($1.00), and other valuable consideration, receipt whereof is hereby acknowledged, the parties would agree and covenant as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated by reference and made a part of this Agreement.

2. Grant of Easement. The GRANTOR does hereby grant bargain, sell and convey to GRANTEE, its legal representatives and assigns, the nonexclusive right of easement over, across, under, and through the Easement Area situated in the City of Titusville, Brevard County, Florida, for the following purposes and subject to the following reservations of rights and the terms and conditions of this Agreement:

(a). A utility easement over, across, under, and through the Easement Area for the purpose of constructing, installing, operating, inspecting, maintaining, repairing, replacing, and improving sanitary

sewer facilities within the Easement Area, including, but not limited to, a sanitary sewer main, a sanitary sewer manhole, and related improvements and structures.

(b). The easements granted in this agreement shall include the right of ingress and egress over other portions of GRANTOR's property and adjoining lands owned by the GRANTOR to the extent reasonably necessary to exercise the easement rights set forth herein.

The right of entry described herein for purposes of construction, maintenance, repair, and use of the facilities and improvements to be constructed and maintained within the Easement Area shall be without limitation or interruption. The rights granted herein shall include the right of the GRANTEE to assign its rights and obligations hereunder to one or more utility and service providers maintaining the facilities provided the rights herein granted shall not include the right of GRANTEE to grant new or additional rights or easements.

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

4. Modification. There are no other agreements, promises or undertakings between the parties except as specifically set forth herein. No alterations, changes, modifications or amendments shall be made to this Agreement except in writing and signed by the parties hereto or their successors or assigns.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed in its name by its duly authorized representative on this 16 day of October, 2026.

WITNESSES:

Witness Signature
Print Name: Glenda Brown
Address: 3325 Aviation Ave, FL 6
Miami, FL 33133

Witness Signature
Print Name: Frida Garcia
Address: 3325 Aviation Ave. 6th Floor
Miami, FL 33133

GRANTOR:
HTG FOREST GLEN APARTMENTS, LTD.,
a Florida limited partnership

By: HTG Forest Glen, LLC,
a Florida limited liability company,
its Special Limited Partner

By: _____
Name: Matthew Rieger
Title: Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 16 day of October, 2026, by Matthew Rieger, as Manager of HTG Forest Glen, LLC, a Florida limited liability company, the Special Limited Partner of HTG Forest Glen Apartments, Ltd., a Florida limited partnership, on behalf of the limited partnership, who [✓] is personally known to me or [ ] has produced _____ as identification.

Notary Public State of Florida
Glenda Brown
My Commission HH 780652
Expires 6/12/2030

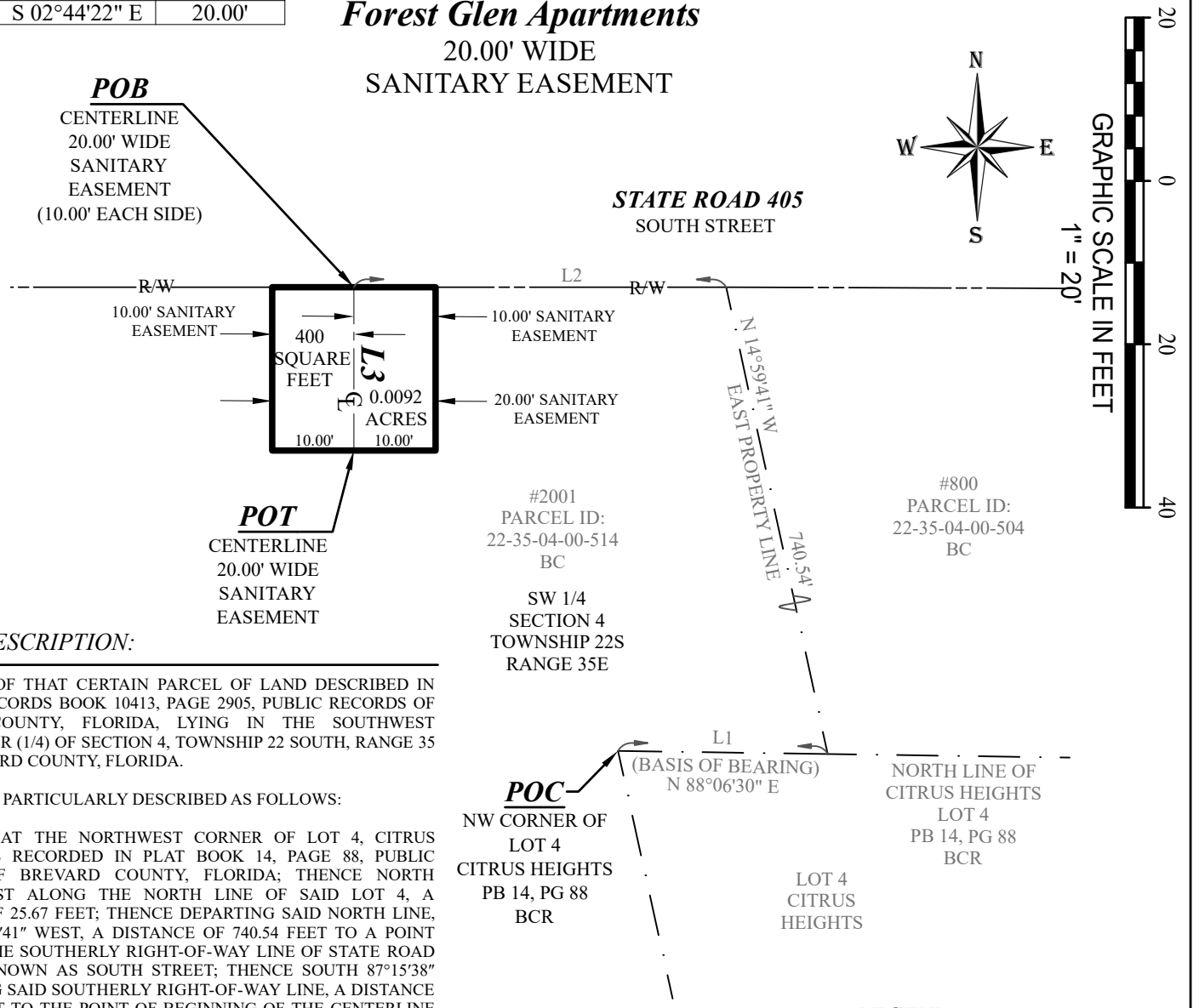
(NOTARY SEAL)

_____
Notary Public, State of Florida
My Commission expires:
Print Name: _____
Commission No.: _____

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 88°06'30" E	25.67'
L2	S 87°15'38" W	45.29'
L3	S 02°44'22" E	20.00'

EXHIBIT A
Forest Glen Apartments
20.00' WIDE
SANITARY EASEMENT



LEGAL DESCRIPTION:

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 10413, PAGE 2905, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 4, CITRUS HEIGHTS, AS RECORDED IN PLAT BOOK 14, PAGE 88, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 88°06′30″ EAST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 25.67 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 14°59′41″ WEST, A DISTANCE OF 740.54 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 405, ALSO KNOWN AS SOUTH STREET; THENCE SOUTH 87°15′38″ WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 45.29 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20.00-FOOT-WIDE SANITARY EASEMENT, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 02°44′22″ EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID EASEMENT SHALL BE PROLONGED OR SHORTENED TO INTERSECT AT ANGLE POINTS. AT THE BEGINNING, SAID SIDELINES SHALL BE PROLONGED OR SHORTENED TO TERMINATE AT THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 405. AT THE TERMINUS, SAID SIDELINES SHALL TERMINATE AT A LINE PASSING THROUGH THE POINT OF TERMINUS AND PERPENDICULAR TO THE LAST DESCRIBED CENTERLINE COURSE.

SAID EASEMENT CONTAINS 400 SQUARE FEET, OR 0.0092 ACRES, MORE OR LESS.

GENERAL NOTES:

1. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT WITH THE BEARING ALONG THE NORTH LINE OF LOT 4, CITRUS HEIGHTS, PLAT BOOK 14, PAGE 88, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING NORTH 88°06'30" EAST. (FOR ANGLE MEASUREMENT ONLY).

2. LEGAL DESCRIPTION NEW PER A1A SURVEYING SERVICES, LLC

LEGEND:

BC	BREVARD COUNTY
BCR	BREVARD COUNTY RECORDS
FL	FLORIDA
LS	LICENSED SURVEYOR
No.	NUMBER
ORB	OFFICIAL RECORDS BOOK
OWB	OFFICE WORK BY
PB	PLAT BOOK
PG	PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POT	POINT OF TERMINUS
R/W	RIGHT-OF-WAY
℄	CENTER LINE

THE FOREGOING SKETCH AND DESCRIPTION IS CERTIFIED TO MEET THE APPLICABLE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

10/13/2026
LS # 6378
David McMillen

THIS SKETCH AND DESCRIPTION, OR COPIES THEREOF, ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA-LICENSED PROFESSIONAL SURVEYOR AND MAPPER, EXCEPT WHEN ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH RULE 5J-17.062, F.A.C.

OWB: BR
DATE: 10-13-26
MAP SUBJECT:
Forest Glen Apartments
2001 South St.
Titusville, Florida
Sanitary Easement
SCALE: 1" = 20'
JOB No.: 25-103

TYPE OF SURVEY:
SKETCH
OF
DESCRIPTION

THIS IS NOT A SURVEY

CONSTRUCTION
RESIDENTIAL
COMMERCIAL

711 Pineland Trail
Ormond Beach, FL 32174
386.216.5730 LB 8673

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Community Redevelopment Agency (CRA) Budget Adjustments for Continuing Projects and Commitments**

Department/Office: Community Development

Recommended Action:

Approve budget amendments totaling $575,000 to reallocate funds from the CRA Restricted Fund Balance to the continuing projects and outstanding grant commitments as listed.

Summary Explanation & Background:

All budget appropriations lapse at the end of each fiscal year. Previously, remaining project balances were carried forward into the subsequent fiscal year. The Finance Department no longer uses the carryforward process. Therefore, budget amendments are necessary to reallocate funding to projects and grant commitments that remain in progress.

Following a review of current CRA projects and outstanding commitments, staff recommends reallocating $575,000 from the CRA Restricted Fund Balance to the following project budgets for Fiscal Year 2027:

Project Number	Project / Purpose	Amount
CR 2703	Street Resurfacing	$195,076.00
CR 2404	Sunrise Bread Grant	$1,944.00
CR 2503	Shenoy Grant – Exterior	$46,229.00
CR 2504	Shenoy Grant – Interior	$28,762.00
CR 2604	United Methodist Grant	$14,808.00
CR 2401	New Sidewalk Installation	$173,452.00
CR 1604	Trail Town Amenities	$94,729.00
CR 2502	Landscape Improvements	$20,000.00
Total		$575,000.00

Alternatives:

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:

Strategic Plan:

City of Titusville FY26 Strategic Goals & Objectives	CRA 2022 Adopted Plan Goals & Strategies
Goal 2 – Efficient & Effective Services 2.a. Commit to funding a Capital Improvement Plan, including infrastructure.	Goal 1.1 - Maintain cost-effective operation of the Community Redevelopment Agency
Goal 1 – Quality of Life 1.b. Enhance physical appearance of City, including entryways. 1.f. Encourage a vibrant downtown and the arts.	Goal 6.1 - Promote a sense of place, safety, and walkability

Strategic Plan Impact:
The budget amendments support the plans by restoring funding for approved infrastructure, amenities, and redevelopment commitments.

ATTACHMENTS:
1. BA - CRA Project Roll (2026-11-10)

Budget Amendment/Transfer Form

Source of Funds:
FY2027

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
104-0000-389.11-04		RESTRICTED FUND BALANCE	$ 575,000	Budget Amendment
		Total	**$ 575,000**	

Use of Funds:
FY2027

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
104-5555-515.65-00-CR2703	CR2703	Street Resurfacing	$ 195,076	Budget Amendment
104-5555-515.82-01-CR2404	CR2404	Sunrise Bread Grant	$ 1,944	Budget Amendment
104-5555-515.82-01-CR2505	CR2503	Shenoy Grant – Exterior	$ 46,229	Budget Amendment
104-5555-515.82-01-CR2504	CR2504	Shenoy Grant – Exterior	$ 28,762	Budget Amendment
104-5555-515.82-01-CR2604	CR2604	United Methodist Grant	$ 14,808	Budget Amendment
104-5555-515.65.00-CR2401	CR2401	New Sidewalk Installation	$ 173,452	Budget Amendment
104-5555-515.52-01-CR1604	CR1604	Trail Town Amenities	$ 94,729	Budget Amendment
104-5555-515.46-01-CR2502	CR2502	Landscape Improvements	$ 20,000	Budget Amendment
		Total	**$ 575,000**	

Input Name:	Budget Office Approval:	Notes:
		Community Redevelopment Agency Project Roll
Input Date:	**Budget Office Approval Date:**	
Manual JE/BA#:	**Post Date:**	Council Meeting 11/10/26; Item 8J
		CRA Meeting 11/10/26; Item 8B

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Rezoning (REZ) Application No. 2-2026 - Farm Land at 1915 North Singleton Avenue**

Department/Office: Planning

Recommended Action:

Conduct the re-hearing of Ordinance No. 30-2026 for property located at 1915 North Singleton Avenue from Single-Family Medium Density (R-1B) to General Use (GU) zoning district.

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. (This is a quasi-judicial item.)

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.

On September 22, 2026, the City Council adopted the rezoning ordinance.

On October 13, 2026, the City Council adopted a motion consistent with Section 2-26(13) of the City's Code of Ordinances to reconsider the rezoning ordinance.

Enclosed for Council's review is a Legal Addendum to the Staff Report for Ordinance No. 30-2026.

Summary Explanation & Background:

The applicant is requesting a rezoning (REZ) of approximately 7.5 acres located at 1915 N Singleton Avenue, generally east of N Singleton Avenue, between Parrish Road to the north and Kirby Drive to the south (Brevard County Parcel ID No. 21-35-20-00-535). The request is to change the zoning from Single-Family Medium Density (R-1B) to General Use (GU).

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 is 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 will negatively affect the development rights of the 7.5-acre property to the north. Staff was 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 property was created in 2020 by splitting it from the 7.5±-acre parcel to the north. It was initially classified by BCPAO as 9909 – Vacant Residential Land (Single-Family, Unplatted), which remained in place through 2025. The applicant purchased the property on January 29, 2026, and submitted an agricultural classification application (DR-482). The 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 using 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.

On September 16, 2026, the applicant requested two exhibits identified as Concept Plan USDA Farm Layout be replaced with exhibits identified as Rebuttal submittal. The new exhibits are attached to the agenda for Council's review.

On September 22, 2026, the City Council adopted the rezoning ordinance.

On October 13, 2026, the City Council adopted a motion consistent with Section 2-26(13) of the City's Code of Ordinances to reconsider the rezoning ordinance.

Enclosed for Council's review is a Legal Addendum to the Staff Report for Ordinance No. 30-2026

Alternatives:

1. Uphold the adoption of the rezoning Ordinance No. 30-2026 previously adopted on September 22, 2026, or
2. Repeal the rezoning Ordinance No. 30-2026 adopted on September 22, 2026. An ordinance repealing the Ordinance No. 30-2026 will be brought before Council, duly noticed, pursuant to Florida Statutes, Chapter 166 at future dates

Item Budgeted:
N/A

Source/Use of Funds/Budget Book Page:
N/A

Strategic Plan:
Goal 2: Efficient & Effective Services
Goal 5: Effective Governance
Goal 6: Community Design

Strategic Plan Impact:

ATTACHMENTS:
1. Reconsideration of zoning ordinance
2. Staff Report REZ#2-2026 Farm Land 8-28-26
3. Application 6-25-26
4. Concept Plan USDA Farm Layout
5. MAPS
6. Ordinance - REZ#2-2026
7. Ordinance 2004-31
8. Applicant Rebuttal - Combined 9-8-26
9. Community Engagement Summary
10. Presentation
11. Business Impact Estimate_REZ#2-2026
12. Legal Ad_REZ 2-2026__08_26_26
13. New Legal Ad_New Hearing for Rezoning 2-2026__10-23-2026

CITY OF TITUSVILLE

"Gateway to Nature and Space"

Office of the City Attorney

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Titusville, FL 32796-3584 • 32781-2806

Phone: (321) 383-5693
CityAttorney@titusville.com
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Legal Addendum to Staff Report Re Ordinance No. 30-2026

On September 22, 2026, the City Council adopted the rezoning ordinance No. 30-2026. Florida Statutes, Section 166.041(5), provides in pertinent part:

> (5) A majority of the members of the governing body shall constitute a quorum. An affirmative vote of a majority of a quorum present is necessary to enact any ordinance or adopt any resolution; except that two-thirds of the membership of the board is required to enact an emergency ordinance. On final passage, the vote of each member of the governing body voting shall be entered on the official record of the meeting. All ordinances or resolutions passed by the governing body shall become effective 10 days after passage or as otherwise provided therein.

On October 13, 2026, pursuant to the City of Titusville, Code of Ordinances, Section 2-26 Rule 13, Council approved reconsideration of the previously enacted rezoning ordinance.

On November 10, 2026, the matter for reconsideration will be brought before Council, previously noticed as reconsideration of the Application No. 2-2026- proposal to amend the zooming district. At this meeting, City Council has two options: (1) to uphold its adoption of the rezoning ordinance previously adopted on September 22, 2026, or (2) Repeal the existing rezoning ordinance adopted on September 22, 2026.

If Council, by motion and vote, upholds its previous rezoning of the property, then no further action will be necessary.

If Council, by motion and vote, requires repealing the existing rezoning ordinance, then the process repealing the ordinance will need to be initiated and a proposed ordinance repealing the current ordinance be brought before Council, duly noticed, pursuant to Florida Statutes, Chapter 166 at future dates.

Please let me know if you have any questions.

City of Titusville

Planning Department Staff Report

Rezoning (REZ) No. 2-2026 – Farm Land

Meeting Dates:

Commission/Council	Meeting dates
Planning and Zoning Commission	September 2, 2026
City Council First Ordinance Reading	September 8, 2026
City Council Public Hearing	September 22, 2026

Prepared By: Eddy Galindo, AICP – Principal Planner

Applicant(s): Justin Dunlap, Owner

Applicant's Request: Amend the zoning map by replacing the Single-Family Medium Density (R-1B) zoning district with the General Use (GU) zoning district on approximately 7.5+/- acres of property.

Staff Recommendation: Consider changing the zoning from the Single-Family Medium Density (R-1B) to the General Use (GU) district consistent with the request.

BACKGROUND INFORMATION

The applicant is requesting a rezoning (REZ) of approximately 7.5 acres located at 1915 N Singleton Avenue, generally east of N Singleton Avenue, between Parrish Road to the north and Kirby Drive to the south (Brevard County Parcel ID No. 21-35-20-00-535). The request is to change the zoning from Single-Family Medium Density (R-1B) to General Use (GU).

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 is 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.

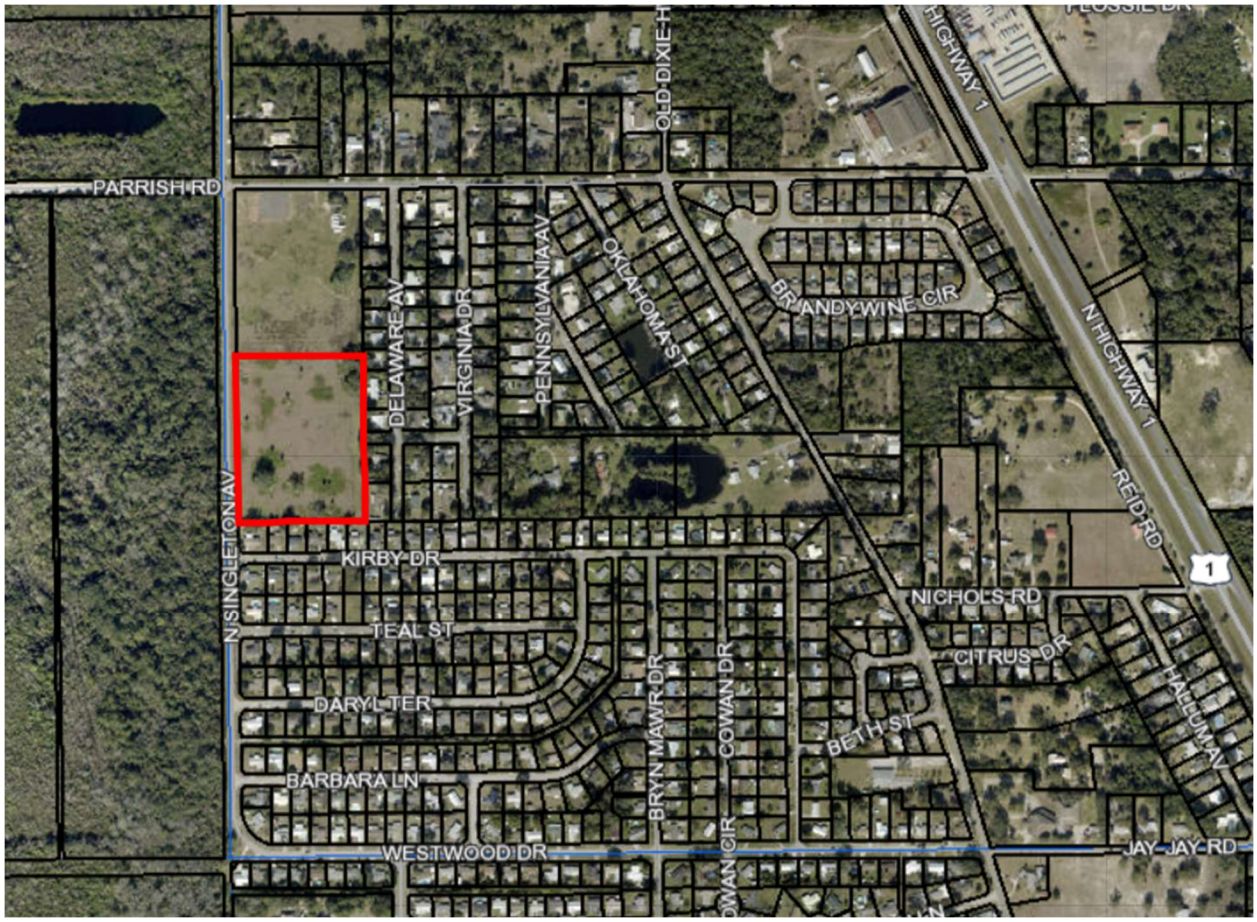
Because the 50-unit limitation applies to the entire 15-acre parcel, approval of the rezoning will negatively affect the development rights of the 7.5-acre property to the north. Staff was

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 property was created in 2020 by splitting it from the 7.5±-acre parcel to the north. It was initially classified by BCPAO as 9909 – Vacant Residential Land (Single-Family, Unplatted), which remained in place through 2025. The applicant purchased the property on February 3, 2026, and submitted an agricultural classification application (DR-482). The 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 using best management requirements. The authority to regulate, inspect, and permit managed honeybee colonies and to adopt rules on the placement and location of registered inspected managed honeybee colonies is preempted to the state through the department and supersedes any related ordinance adopted by a county, municipality, or political subdivision thereof [Sec. 586.10].

Although BCPAO currently classifies a portion of 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.

AERIAL MAP



PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Existing Use	Future Land Use	Zoning
Vacant	Low Density Residential	Single Family Medium Density R-1B (5.8 dwelling units/acre)

Proposed Use, Future Land Use, and Zoning

Proposed Use	Future Land Use	Zoning
Farm	Low Density Residential	General Use GU (1dwelling units/3acres]

SURROUNDING PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Location	Use	Future Land Use	Zoning
North	Structure not suitable for occupancy	Low Density Residential	Single Family Medium Density (R-1B)
South	Single-Family Residences	Low Density Residential	Single Family Medium Density (R-1B)
East	Single-Family Residences	Residential 4 (4 du/ac) (Brevard County)	Single Family Residential RU-1-11 (Brevard County)
West	Vacant Residential Land	Low Density Residential and Conservation	Single Family Medium Density (R-1B)

STAFF ANALYSIS

General Information:

The subject property is approximately 7.5 acres and is generally located east of North Singleton Avenue, between Parrish Road to the north and Kirby Drive to the south. The property is unplatted and undeveloped. There are no buildings, improvements, or established uses on the site. The property remains largely undeveloped and has not been used for residential or agricultural purposes.

The surrounding area is primarily residential. Properties to the north, south, and west are zoned Single-Family Medium Density (R-1B), while properties to the east are in unincorporated Brevard County and zoned Single-Family Residential (RU-1-11). Surrounding land uses include vacant residential property to the west, single-family homes to the south and east, and a residential structure to the north that was built in 1950 but is no longer suitable for occupancy. Although the property to the west is vacant, it is zoned for residential development and could potentially be developed as a residential neighborhood consistent with the surrounding area.

The R-1B zoning district allows single-family residential development at a maximum density of 5.8 dwelling units per acre. The district requires a minimum lot area of 7,500 square feet, a minimum lot width of 75 feet, and a minimum dwelling size of 1,200 square feet.

The applicant is requesting to rezone the property to General Use (GU). The GU zoning district allows a variety of rural and low-intensity uses, including farming, horse boarding, community services, golf courses, cemeteries, and animal shelters. Residential development in the GU district is limited to one dwelling unit per three acres, with a minimum lot area of three acres

(130,680 square feet), a minimum lot width of 200 feet, and a minimum dwelling size of 900 square feet.

Approval of the rezoning would allow the applicant to establish and operate a farm, which is not permitted under the current R-1B zoning. The City Council adopted the Sustainability Action Plan in 2023, which includes Objective 1.2: Expand access to healthy foods and active lifestyles. Action Item 1.2.3 calls for amending the zoning code to allow urban agriculture. However, this action item has a 0–5 year timeframe and has not yet been completed. Therefore, GU is currently the only zoning district that allows agricultural uses.

Zoning District	Maximum Density	Maximum Unit Yield (15 acres)	Minimum Lot Area	Minimum Lot Width
R-1B (Ord. No. 31-2004)	3.33 du/acre*	50 units	7,500 sq. ft.	75 feet
R-1B	5.8 du/acre	87 units	7,500 sq. ft.	75 feet
GU (proposed)	1du/3acres	5 units	130,680 sq. ft. (3 acres)	200 feet
*Note: Ordinance No. 31-2004 establishes a maximum number of units (50) rather than a maximum density. The maximum density of Ordinance No. 31-2004, listed in the table above, is derived from the maximum number of units (50)/total acreage inclusive of the north 7.5-acre property (15 acres).				

Under the existing R-1B zoning, the subject property and the neighboring 7.5-acre property to the north could accommodate up to 50 residential units, or approximately 3.3 dwelling units per acre across the combined 15 acres. This provides significantly greater residential development potential than the proposed GU zoning. The requested GU zoning would limit residential development to one dwelling unit per three acres, or a maximum of 5 units across the combined 15 acres. However, the GU district would expand the range of permitted uses by allowing agricultural and other rural uses that are not permitted under the current residential zoning.

The property is designated Low Density Residential on the Future Land Use Map. Both the existing R-1B zoning and proposed GU zoning are generally consistent with this designation.

However, Comprehensive Plan consistency requires consideration of more than the Future Land Use and zoning designations. Comprehensive Plan Policy 1.14.4 states, *"Low density residential uses (maximum five (5) units per acre) shall consider existing and proposed land uses to ensure compatibility."* While the proposed GU zoning is generally consistent with the Low Density Residential designation, the proposed agricultural use raises compatibility concerns due to the surrounding residential development.

The property is bordered by single-family residences to the south and east and residentially zoned property to the north and west. Agricultural activities may generate noise, odors, dust, debris, pests, equipment activity, and irrigation runoff that could affect nearby residences. Although the rezoning would reduce residential development potential, it would introduce an agricultural use that is substantially different from the existing and planned residential character of the area. The vacant residentially-zoned properties to the north and west also retain the potential for future single-family development; however, utility main extensions would be required.

Based on the surrounding development pattern, potential impacts to neighboring properties, and the compatibility requirements of Comprehensive Plan Policy 1.14.4, staff finds that the proposed rezoning is not compatible with the existing and planned residential character of the surrounding area.

Applicability of State Preemptions Related to Farming and Agritourism:

The applicant states “Exemptions to allow farming/agritourism operations as needed to align with Florida State farming/agritourism statutes, exemptions, and regulations.” and cites the following Statutes; however, staff’s review of the statutes finds that several do not apply to the request or only apply on a limited basis:

The Florida Right to Farm Act, § 823.14, Fla. Stat., provides that “[n]o farm operation which has been in operation for 1 year or more since its established date of operation and which was not a nuisance at the time of its established date of operation shall be a public or private nuisance if the farm operation conforms” to specified practices. *Id*. at (4)(a). The established date of operation is “the date the farm operation commenced.” *Id*. at (3)(b). The Act also provides that “a local government may not adopt any ordinance, regulation, rule, or policy to prohibit, restrict, regulate or otherwise limit an activity of a bona fide farm operation on land classified as agricultural land pursuant to § 193.461, where such activity is regulated through implemented best management practices…” *Id*. at (6). “[O]nly lands that are used primarily for bona fide agricultural purposes shall be classified as agricultural.” § 193.461(3)(b), Fla. Stat. Bona fide agricultural purposes means “good faith commercial agricultural use of the land.” In making a determination as to whether agricultural use is bona fide, consideration of (1) the length of time the land has been so used; (2) whether the use has been continuous; (3) the purchase price of the land; (4) the size of the agricultural use; and (5) the level of care that has been given to the land may be considered. *Id*. Agricultural uses include horticulture; floriculture; viticulture; forestry; dairy; livestock; poultry; bee; pisciculture, if the land is used principally for the production of tropical fish; aquaculture; algaculture; sod farming; and defined forms of farm products and farm production. *Id*. at (5). Because the established date of operation of Mr. Dunlap’s farm is less than 1 year from the present date, the provisions of the Florida Right to Farm Act are inapplicable to the property.

The Florida Community Planning Act, § 163.2511, *et seq*, Fla. Stat., contains provisions relating to agricultural lands and practices that prohibit a local government from exercising any of its powers to adopt or enforce any ordinance, resolution, regulation, rule, or policy to prohibit, restrict, regulate, or otherwise limit an activity on a bona fide farm operation … on land classified as agricultural land pursuant to § 193.461, Fla. Stat., “if such activity is regulated through implemented best management practices, interim measures, or regulations adopted as rules under chapter 120 by the Department of Environmental Protection, the Department of Agriculture and Consumer Services, or a water management district as part of a statewide or regional program.” § 163.3162(3)(a), Fla. Stat. On February 18, 2026, the Brevard County Property Appraiser designated .15 acres of the property as agricultural for apiculture (bees). Apiculture is regulated through rules adopted under Chapter 120 by the Department of Agriculture and Consumer Services, *see* Fla. Admin. Code Ch. 5B-54, but these regulations do not cover activities that are regulated by any provisions of the Titusville Code of Ordinances. As no conflict between the Rules and Ordinances exists, the City’s Ordinances are not duplicative and are not preempted by the provisions of § 163.3162, Fla. Stat.

Section 570.85, Fla. Stat., prohibits local government from adopting or enforcing ordinances, rules, regulations, or policies that prohibit, restrict, regulate, or otherwise limit an agritourism activity on land classified as agricultural land under § 193.461, Fla. Stat.” An agritourism activity is “any agricultural related activity consistent with a bona fide farm, livestock operation, or ranch or in a working forest which allows members of the general public, for recreational, entertainment, or educational purposes, to view or enjoy activities, including farming, ranching, historical, cultural, civic, ceremonial, training and exhibition, or harvest-your-own activities and attractions.” § 570.86, Fla. Stat. This preemption is applicable to the .15 acres of the property designated for apiculture by the Brevard County Property Appraiser. The applicant proposes hosting a farmer’s market. Farmer’s markets may be authorized as agritourism activity under this statute; however, the market must be secondary to the agricultural use, the market must sell farm products as opposed to general retail, and the exemption does not allow for the

construction of new permanent structures as a venue for the market. Specific agritourism activities proposed by the applicant include agriculture education, home garden classes, farmer's markets, movie nights, and farm education events. Some of these uses are not permitted in the current or proposed zoning district.

Limitations in GU Zoning District and Binding Concept Plan:

Agricultural pursuits are permitted in the GU zoning district, subject to certain limitations. One limitation requires buildings and structures used for dairy barns, hog pens, poultry houses, and stables to be at least 50 feet from all property lines.

The applicant submitted a concept plan with the request, which is considered binding consistent with Section 34-39. – Submittals which states, "A conceptual plan voluntarily submitted will be deemed binding on an applicant, assigns, heirs and successors in title or possession of the lot, tract or parcel of land. Requests to modify the concept plan, other than the specified use, may be executed by the Administrator in cases where the modification is classified as a minor modification in Development Review Procedures Manual, Section 6.3.3 Modification Classification Table."

The binding concept plan submitted does not demonstrate compliance with this setback requirement. The plan identifies six mobile poultry housing coops within the poultry pasture area. Because the coops appear able to be relocated throughout the pasture area, they could be placed within 50 feet of the north and east property lines. The poultry pasture generally extends to the property boundary.

The applicant also proposes to keep horses, sheep, bees, and cattle on-site. However, the binding concept plan does not identify locations for any dairy barns, hog pens, poultry houses, beehouses, or stables. As a result, the plan does not demonstrate that these structures can comply with the required 50-foot setback.

A binding concept plan was submitted with the application and generally identifies the proposed structures and uses on the property. The plan includes:

- A poultry pasture and plant nursery area;
- A 2,100 square foot hoop house-style greenhouse;
- Six shipping containers, each approximately 40 feet long, 8 feet wide, and 8 feet high, to be used for poultry processing, storage, and office space;
- An RV to house farm laborers;
- A 2,160-square-foot poultry barn;
- A 200-square-foot office building;
- Two wells;
- Two 1,000-gallon on-site sewage treatment and disposal systems (OSTDS), or septic tanks;
- Two overhead power poles and panels; and
- An internal gravel access road with two access points onto N. Singleton Avenue.

The City's Public Works Department and Utility Engineering reviewed the proposed wells and OSTDS. The City Code does not require connection to the City water system, so the farm may use wells for water service if the rezoning is approved. The property is also eligible to use septic systems instead of connecting to the City sewer system because it is more than 100 feet from an existing gravity sewer and would require a sewer main extension, consistent with Section 30-266(b)(4).

Staff identified the following concerns with the binding concept plan. These issues may require variances, waivers, or changes to the plan to comply with the City Code, Land Development Regulations, and Technical Manuals:

Overhead Power. The plan shows overhead power poles. Section 30-255, *Underground Utilities*, requires utility lines, including power, telephone, and cable, to be installed underground, except for major transmission corridors.

Parking. The proposed farm activities include inviting the public onto the property for volunteer farm labor opportunities and to participate in regular farmer's markets. These activities are likely to have impacts on the surrounding transportation facilities which are more like a commercial use than a residential use. The application did not identify the frequency or scale of the events, and no on-site parking areas are identified on the binding concept plan, therefore these impacts have not been evaluated.

Access Road Openings. The internal access road is shown as gravel with two access points onto N. Singleton Avenue. While gravel may be acceptable for the road surface, the access points or aprons onto N. Singleton Avenue must be concrete and meet the City's driveway opening detail sheet.

RV for Farm Labor Housing. The plan proposes using a recreational vehicle, or RV, as housing for farm laborers. Section 20-58, *Miscellaneous Parking Regulations*, prohibits using an RV as a living unit outside of an approved and licensed trailer park.

Solid Waste. The binding concept plan does not address how the farm will manage solid waste. The applicant states that up to four roll-off carts will meet their needs, but a small commercial dumpster may be needed in the future. Standard roll-off carts may not be adequate for agricultural waste, and a commercial dumpster may be required. The proposed farm activities, including chicken processing and farmer's markets, are expected to generate a greater volume of waste than a typical residence and several types of waste, including poultry processing waste and feathers, food scraps, packaging, and general trash. A comprehensive waste management plan should address the collection and disposal of these materials, including measures to control pests, odors, and potential disease.

Area of Critical Concern:
The property is **not** located within the Area of Critical Concern.

REZONING REVIEW

Zoning Review Criteria

Section 34-40 of the LDR lists the review criteria under which the Planning and Zoning Commission and the City Council review applications as they relate to zoning.

The following are staff's findings:

1. Comprehensive Plan Consistency Statement.

Staff Comment: According to the Land Use/Zoning Matrix described in Chapter 27 of the Land Development Regulations, the requested GU zoning district is consistent with the current Low Density Residential future land use category.

However, Comprehensive Plan consistency requires consideration of more than the Future Land Use and zoning designations. Comprehensive Plan Policy 1.14.4 states, "Low density residential uses (maximum five (5) units per acre) shall consider existing and proposed land uses to ensure compatibility." While the proposed GU zoning is

generally consistent with the Low Density Residential designation, the proposed agricultural use raises compatibility concerns due to the surrounding residential development.

Based on the surrounding development pattern, potential impacts to neighboring properties, and the compatibility requirements of Comprehensive Plan Policy 1.14.4, staff finds that the proposed rezoning is not compatible with the existing and planned residential character of the surrounding area.

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; however, water, sewer, and reclaimed water services are not currently available to the property without main line extensions.*

Existing infrastructure near the property includes a six (6) inch water main, which terminates at the property boundary along N. Singleton Avenue; an eight (8) inch gravity sewer main along the Kirby Drive right of way, and a ten (10) inch gravity sewer main along N. Singleton Avenue.

The property is located outside of the Area of Critical Concern (ACC) and reclaimed water service is not available to the property. A circular, corrugated metal stormwater pipe is located within the N Singleton Avenue right of way, approximately 100 feet to the south.

Transportation Impact.

Staff Comment: The property is located on N Singleton Avenue, between Kirby Drive and Parrish Road. The property also has access to a road stub out along its east boundary, at the western terminus of Texas Avenue, as shown on the Lechner's Subdivision plat (Plat book 12, Page 122). The transportation network in the general area can be described as a typical suburban-style pattern of subdivisions lots and blocks.

The proposed farm activities include inviting the public onto the property for volunteer farm labor opportunities and to participate in regular farmer's markets. These activities are likely to have impacts on the surrounding transportation facilities which are more like a commercial use than a residential use. The application did not identify the frequency or scale of the events and the binding concept plan does not identify a parking area on-site, therefore these impacts have not been evaluated.

Space Coast Area Transit Route #5 (Titusville/Mims) provides regular service to the property with three bus stops located within one (1) mile of the property:

- *Parrish Road and N Singleton Avenue (0.12 mile)*
- *Westwood and N Singleton Avenue (0.25 mile)*
- *U.S. Highway 1 and Parrish Road (0.48 mile)*

Solid Waste.

Staff Comment: Solid waste services are available to serve this property; however, the binding concept plan does not address how the farm will manage solid waste. The applicant states that up to four roll-off carts will meet their needs, but a small commercial dumpster may be needed in the future. Standard roll-off carts may not be adequate for agricultural waste, and a commercial dumpster may be required. The proposed farm activities, including chicken processing and farmer's markets, are expected to generate a greater volume of waste than a typical residence and several types of waste, including poultry processing waste and feathers, food scraps, packaging, and general trash. A comprehensive waste management plan should address the collection and disposal of these materials, including measures to control pests, odors, and potential disease.

1.2. Public streets are adequate to access the property.

Staff Comment: The property has 658.43 feet of frontage along N. Singelton Avenue, a collector roadway. An internal gravel road is proposed for site access

1.3. The land will support the proposed development.

Staff Comment: The subject property is located within Flood Zone X (area of minimal flood hazard) A soils map is included for the evaluation of this request.

1.4. Environmental impact.

Staff Comment: According to the National Wetlands Inventory Map, no wetlands are shown on the site. No areas of the site are designated as Conservation on the City's Future Land Use Map, which could be indicative of the presence of potential wetlands.

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 current R-1B zoning district is consistent with the current Low Density Residential future land use category as identified in the Land Use/Zoning Matrix of Chapter 27 of the Land Development Regulations.

No substantial changes have occurred in the area since the original zoning. The surrounding single-family residences were constructed between 1959-1990, according to Brevard County Property Appraiser's Office data. The property was annexed into the City in 2004 by 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.

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 general area consists of single-family residences and vacant residential land.

3.2. Not likely to cause a depreciation of property values in the area.

Staff Comment: The addition of a farm to an area primarily made up of single-family homes may negatively affect nearby property values. Farm activities can create noise, odors, dust, truck and equipment traffic, lighting, and other impacts that are not typical in residential neighborhoods. These impacts may make nearby properties less desirable to potential buyers, which could reduce their marketability and value. The difference between the proposed agricultural use and the existing residential character of the area creates a reasonable potential for negative impacts on surrounding property values.

4. The application is consistent with zoning in the area.

Staff Comment: The surrounding properties are zoned Single Family Medium Density (R-1B) (maximum 5.8 dwelling units per acre) and Single Family Residential RU-1-11 (Brevard County). The neighboring properties located in Unincorporated Brevard County have a future land use designation of RES 4, which sets a maximum density of four (4) units per acre. The requested rezoning to GU (maximum 1 dwelling unit per 3 acres) is not consistent with the surrounding zoning pattern.

The purpose statement of the current R-1B zoning district is provided in LDR Sec.28-304(a) which states, "the Single-Family Medium Density (R-1B) district is designed as a district for the principal use of medium-density single-family dwellings. The purpose of the district is to promote orderly and proper development of single-family residential units together with certain structures and uses that are compatible with property in the district. It is further intended that governmental, religious, recreation and other immediate needs of this district are served while a quality environment is provided for the residents of this designation and City."

The purpose statement of the requested GU zoning district is provided in LDR Sec. 28-321(a) which states, "the General Use (GU) District is created to apply to areas where urban services are not presently available. The regulations for this district are intended to retain these lands under this designation pending the proper timing of economical provision of public services and facilities to ensure orderly development. It is further intended that this district will implement the goals, objectives, and policies of the Comprehensive Plan."

5. The application will protect the public health, safety, morals or welfare of the general public.

Staff Comment: The difference between the proposed agricultural use and the existing residential character of the area creates a reasonable potential that the application will generate nuisances such as noise, odors, dust, truck and equipment traffic, and lighting to the detriment of the health, safety and welfare of the public.

6. Whether the applicant has sufficiently protected adjacent land uses and zoning districts by adequate buffering and screening.

Staff Comment: The adjacent land uses are primarily single-family residences which are expected to be negatively impacted by the rezoning. The proposed farm is likely to generate nuisances not typically found in single-family residential development such as noise, odors, dust, truck and equipment traffic, and lighting. Further, the binding concept plan does not propose any landscape yards (landscape buffers) typically required of new development. It is important to note that if the rezoning to GU is approved and a bonafide farm subsequently established at the property, then certain agricultural state exemptions

may apply which would limit the city's ability to address any resulting nuisances. The adjacent zoning districts include R-1B and Single Family Residential RU-1-11 (Brevard County).

7. Substantial reasons why the property cannot be used in the existing zoning district.

Staff Comment: The property is currently undeveloped. Agricultural pursuits (farms) are not a permitted use in the current R-1B zoning on the property. While the property is zoned primarily for single-family residential uses, the development of a residential subdivision at the site will require utility main extensions to provide water and sewer service to the lots. The City's Public Works Department currently has no plans to extend the water or sewer mains in this area; therefore, the developer would be responsible for the costs of such improvements.

Agricultural pursuits (farms) are a permitted use in the requested GU zoning district; however, there are substantial concerns with the compatibility of the use with the surrounding single-family residences. Review of the binding concept plan also identified concerns related to compliance with the City's Code of Ordinances and Land Development Regulations.

COMMUNITY ENGAGEMENT MEETING - LDR Section 34-14

Staff Comment: A community engagement meeting was held by the applicant on June 7, 2026.

FINDINGS:

- Water and sewer main extensions would be required for residential development
- Agricultural use conflicts with surrounding residential character
- Potential noise, odors, dust, pests, lighting, and traffic
- Significantly reduces residential development potential
- Rezoning could affect development rights of northern parcel

RECOMMENDATION:

The rezoning does not meet the criteria described in Section 34-40 of the Land Development Regulations. This recommendation is based on the findings listed by staff, 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. The statutory farming activity preemption provisions cited by the applicant are not relevant to the rezoning application before the Commission. While the enforcement prohibitions in § 570.85, Fla. Stat., may apply to 0.15 acres of the property, those prohibitions would apply regardless of the underlying land use or zoning designations. The Commission's decision should be based only on the criteria contained in Section 34-40 of the Land Development Regulations.

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: Farming Land	Property Address/Location Description: 21-35-20-00-535
2. Type of Request	Rezoning (REZ) ☑ Planned Development (PD) ☐ Master Plan (MP) ☐	
2. Applicant/ Owner	Name of Applicant/Contact: Justin Dunlap	Name of Owner: Justin Dunlap
	Street Address: 1915 N Singleton Ave	Street Address: 1915 N Singleton Ave
	City: Titusville State: FL Zip: 32796	City: Titusville State: FL Zip: 32796
	Telephone #: 813-493-2443 Fax #:	Telephone #: 813-493-2443 Fax #:
	E-Mail Address: FARMFRESH561@GMAIL.COM	E-Mail Address: FARMFRESH561@GMAIL.COM
3. Applicant Status	☑ Owner ☐ Tenant ☐ Agent ☐ Other	
4. Parcel ID	21-35-20-00-535	**Tax Acct.** 3022652
5. Site Size	Acres: 7.5	Square Feet: 326700
6. Current Land Uses	Identify the land uses located on-site and adjacent to the subject site (identify "all" uses that touch property on each boundary), such as grocery store, citrus farm, office, single family residential, etc.:	
	SUBJECT SITE: vacant, farm, storage	
	NORTH: vacant, farm, storage	
	SOUTH: single family residential	
	EAST: single family residential - Brevard county	
	WEST: vacant	

7. Current Future Land Use Designation	Future Land Use: GU			
8. Existing Zoning District	R-1B			
9. Proposed Zoning District	GU			
10. Building Status	Existing Building(s) on the site? vacant		New Buildings Proposed? Agricultural use (Barns, office, processing building, animal shelters, greenhouse, sheds, farm housing) , residential dwelling	
11. Note any previous rezonings on the site				
12. Check other applications submitted	Conditional Use ☐	Vacation of Easement ☐	Master Plan Approval ☐	Rezoning ☑
	Vacation of Right of Way ☐	Site Plan ☐	Subdivision/ Plat ☐	Other:
13. Narrative	Please provide a brief description of your request and the proposed project: (Attach separate narrative page if necessary) Rezoning from R-1B to GU for the purpose of agricultural pursuits. per City of Titusville Sec. 28-61. - Agricultural pursuits Exemptions to allow all farming/agritourism operations as needed to align with Florida state farming/agritourism statutes, exemptions, and regulations. 823.14 Florida Right to Farm Act. 570.86 Agritourism activity 570.85 Agritourism. We are a bona fide farm established in 2017 as Southern Unique Sustainability LLC.			

- **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/_____ 2026-05-20

(Signature*) (Date)

* *By entering your name in the "Signature" box above, you are signing this Application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Application. By entering your name in the "Signature" box above, you consent to be legally bound by this Application's terms and conditions.*

Date received: _____

Accepted by:_____

Gateway to Nature & Space

SUBMITTAL CHECKLIST

(Development Review Procedures Manual Section 5 and 6)

Please fill out the following and submit the documents to the Planning Department electronically. Payment of fees does not ensure a favorable decision. Additional information may include documents initially waived at the pre-application meeting but subsequently determined necessary by staff.

1.	Complete Application and Fees	☐
2.	Warranty Deed	☐
3.	Notarized Owner Authorization Form (If applicable)	☐
4.	Legal Description (from a certified survey in Microsoft Word format)	☐
5.	Certified Survey (sealed and containing permanent reference points as described by Chapter 177, Florida Statutes, with bearings, distances and closures) in electronic PDF format	☐
6.	Names, addresses and address labels for all property owners within 500 feet of the subject property. *Note: This listing is available from either the Brevard County Property Appraiser's Office or the City of Titusville Planning Department. Current charge for this service is $35.00.*	☐
7.	For **Planned Development and Master Plan** applications, a conceptual site plan (minimum 24" x 36") in electronic PDF format. See table below for requirements.	☐
8.	For **Planned Development and Master Plan** applications, a Planned Development Ordinance establishing the development standards for the Planned Development.	☐
9.	For **Master Plan** applications, a Unified Control Agreement pursuant to Sec. 34-54 of the Land Development Regulations.	☐
10.	Pre-Application Meeting Date: Staff in Attendance:	☐
11.	Community Meeting per Ordinance 26-2019 – Tentative meeting date _____	☐
12.	Completed Concurrency Application	☐

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.	☐

CONCURRENCY

City of Titusville
Preliminary Concurrency Assessment

Project Name: Farm Land
Project Location: 1915 N Singleton Ave Titusville FL 32697
Submitted By: Justin Dunlap Date: 5/20/25
Company Name: Email: Farmfresh561@gmail.com

Concurrency Assessment Requirements

1. Project Developer/Engineer:
Address:
City: State: Zip:
Email: Phone: Fax:

2. Property Owner: Justin Dunlap
Address: 1915 N Singleton Ave
City: Titusville State: FL Zip: 32697
Email: FARMFRESH561@GMAIL.COM Phone: 813-493-2443 Fax:

3. Size of proposed development (acres): 7.5 acres

4. Parcel ID Number: 21-35-20-00-535

5. Tax Account Number: 3022652

6. Name of Primary Access Point(s):

7. Name of Secondary Access Point(s):

8. Are there any existing structures or improvements on the site. Yes: ☑ No: ☐
If yes please describe: RV/trailer, shipping containers, well, fenced

9. Proposed Use(s):

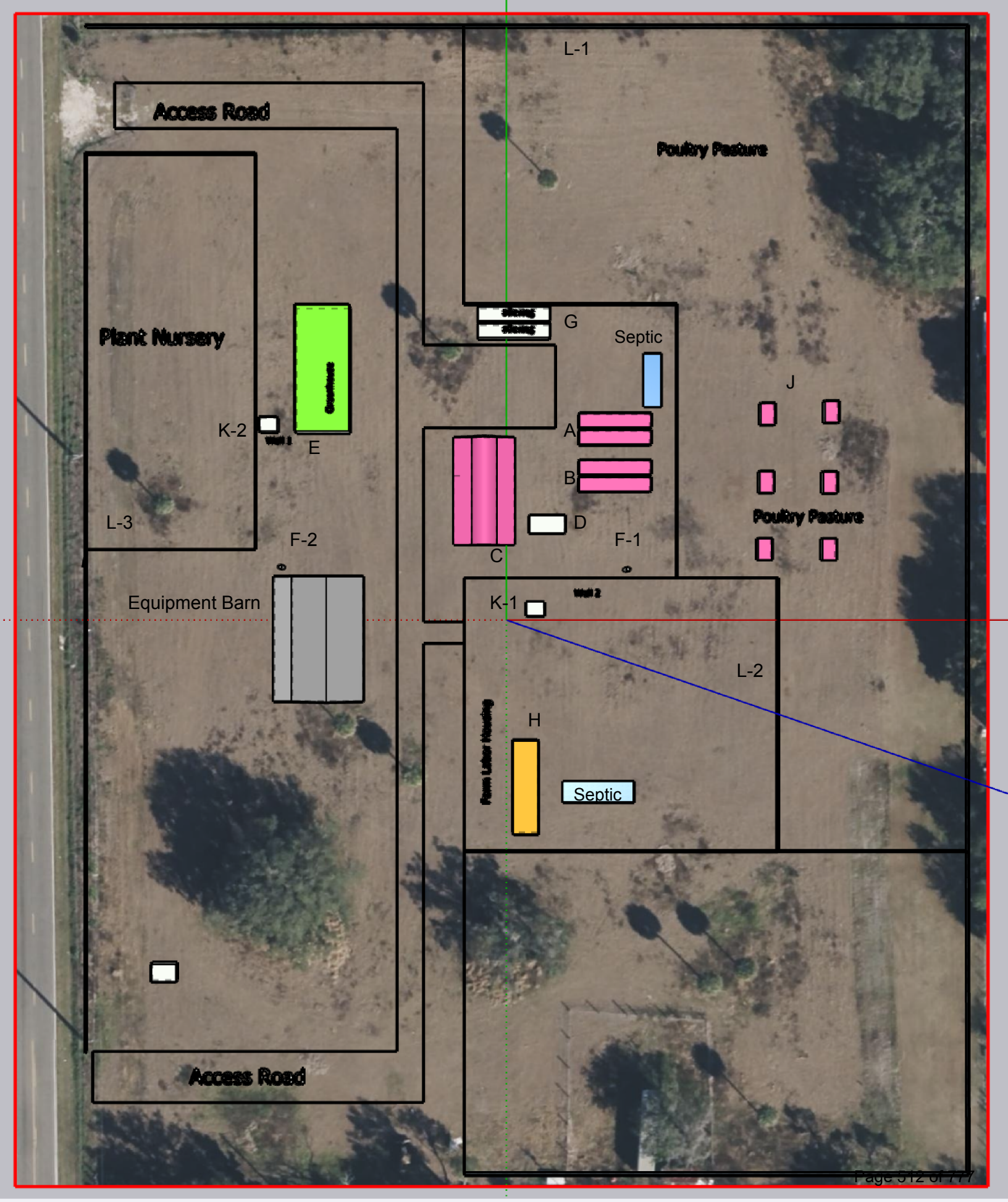
Residential Uses ☐ Single Family Number of Lots:
☐ Multi-family Number of Units:
No. of Buildings: Bldg. Height: (ft)

Non-Residentail Use Use: Area: (ft^2)
Use: Area: (ft^2)
Use: Area: (ft^2)
Use: Area: (ft^2)

(For non-residential uses include type from list below with square footage of each type proposed.)

Medical Office	Retail Under 50,000GSF	Auto Repair	General Reacreation	College
Hospital	Retail 50,00 to 99,999 GSF	Car Wash	Day Care Center	Office Park
Veterinary Clinic	Retail 100,000 to 299,999 GSF	Convenience Market (24hr)	Church	Office under 10,000 GSF
Service Stations	Retail 300,000 to 499,999 GSF	Conenience Market w/gas & fast food	Movie Theater	Office over 10,000 GSF
New & Used Auto Sales	Retail over 500,000 GSF	Golf Course	School (Elementary)	Furniture Store
Manufactureing	Quality Restaurant	Racquet Club/Health Spa	School (Middle/Jr.)	Supermarket
Warehouse	Restaurant	Tennis Court	School (High)	Bank
Mini-Warehouse	Fast Food Restaurant w/Drive thru	Marina	Junior College	Bank w/Drive-In
General Industrial				

For uses not listed contact the Planning Department at (321) 567-3782.
Email completed application form to the City of Titusville Planning Department for evaluation/assessment.


L-1
Access Road
Poultry Pasture
Plant Nursery
G
Septic
J
K-2
E
A
B
L-3
D
F-1
Poultry Pasture
F-2
C
Equipment Barn
K-1
L-2
H
Septic
Access Road

Property Key items

A Two 40' shipping containers, Chicken processing facilities. Already built.

B Two 40' Shipping container, (1) USDA office, Product storage Poultry processing. Already built

C Poultry Barn - 60' x 36'. Already built, disassembling and rebuilding at new farm

D office building 10" x 20' already built.

E Green house 70' x 30' hoop house, already own, needs to be assembled at the new property.

F-1 FPL Power supply, 600amp panel with three meters

F-2 FPL Power supply, 400amp panel with three meters

G Two 40' shipping containers unconditioned for agriculture storage.

H Farm labor Housing - RV onsite.

I no "I" used to ensure clarity of layout

J Poultry housing mobile coops these will be built on site. built on trailer beds.

K-1 Well pump 2" well, filters, and housing

K-2 Well pump 2" well, filters, and housing

L-1 Fencing 5' total of 1433'

L-2 Fencing 4' total of 914'

L-3 Fencing 6' total of 438'

Notes,

1. A,B,C,D,E,H,G, are being transported to the new farm from Loxahatchee.
2. Two Septic tanks need to be installed before farm can process chicken. both are 1000 gallon tanks with drain fields.
3. Equipment Barn is to be 70' x 50' with a 12' overhang on the west side. enclosed building
4. Access road is compact gravel, with two main gates on the west side of the property.
5. Perimeter fencing already installed around property. needs to be adjusted to 5' height



Aerial 2026

REZ#2-2026

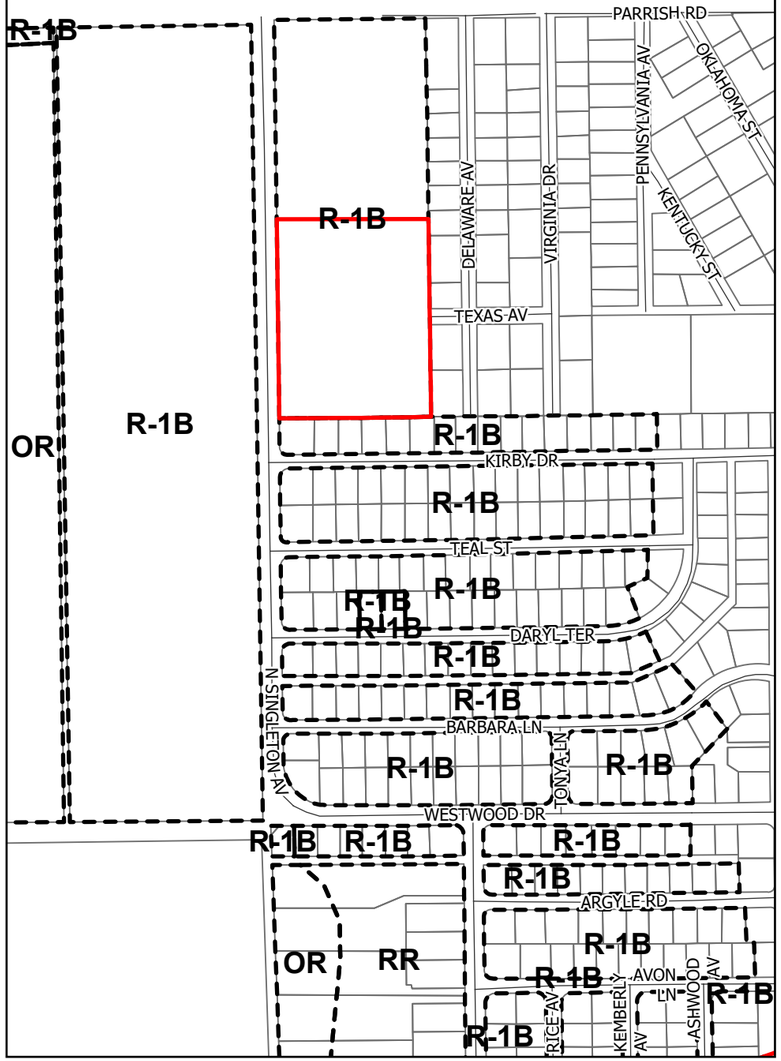
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Community Development Department

Aerial photography provided by the Brevard County Property Appraiser's Office

8/26/2026

EXISTING ZONING



SSA #X-20XX

EXISTING ZONING ACREAGE

R-1B: AC

PROPOSED ZONING ACREAGE

R-3: AC

N

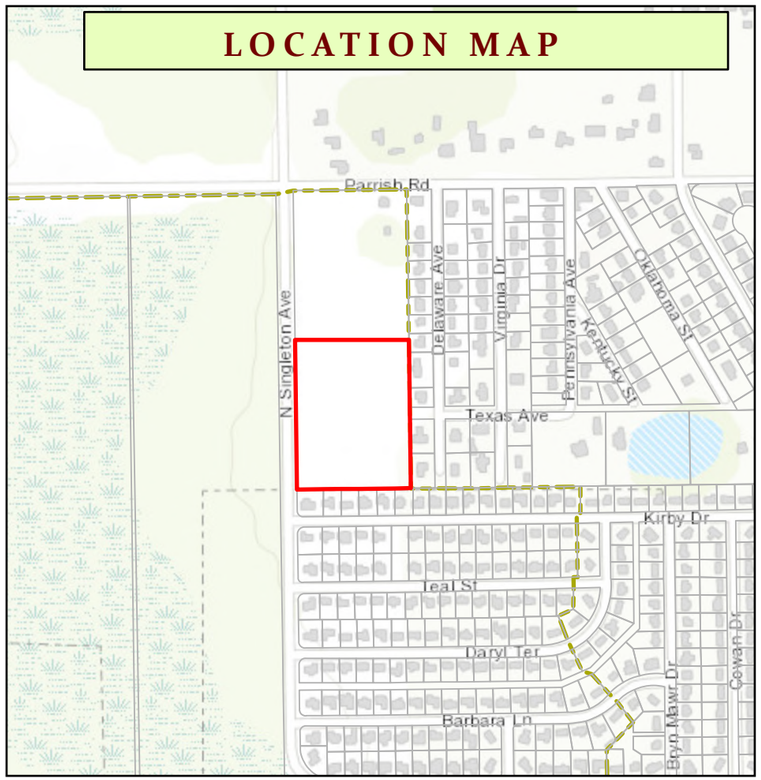
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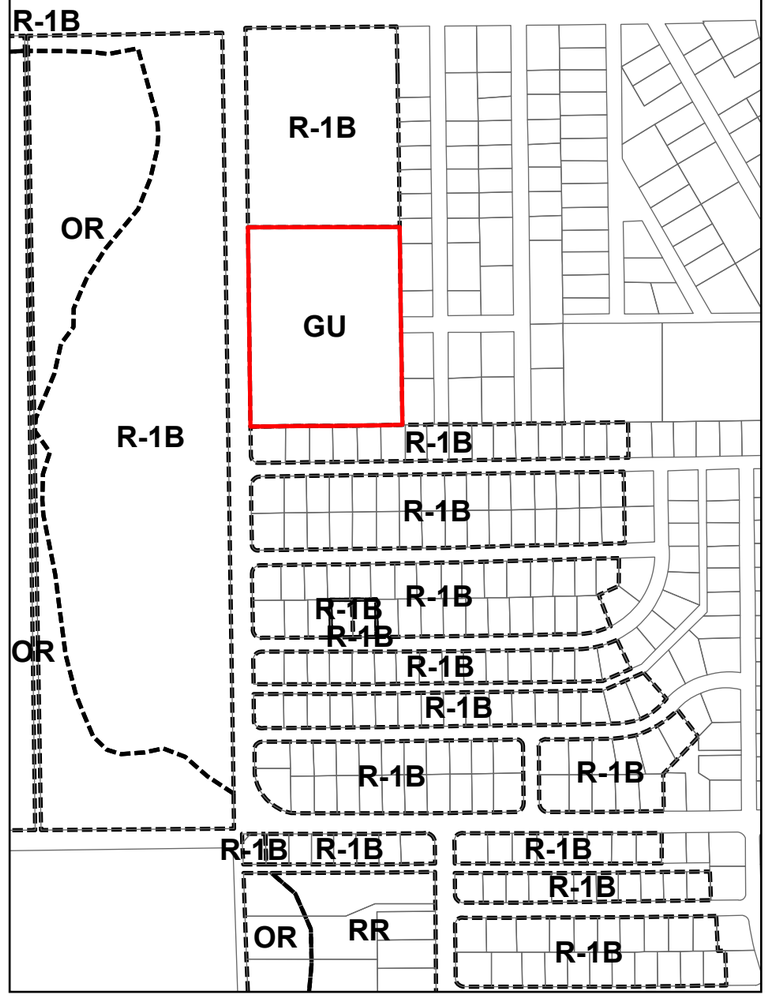
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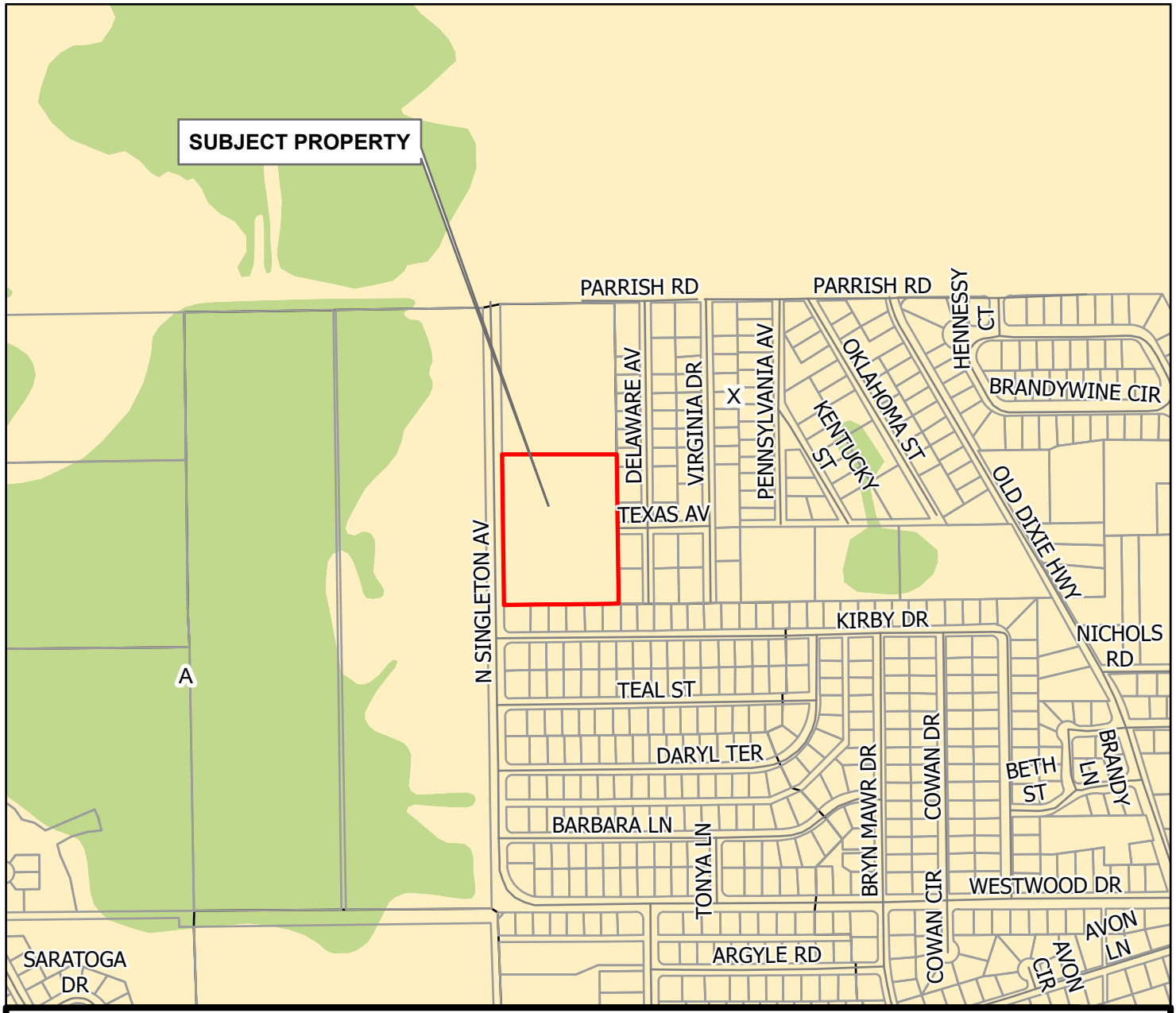
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LOCATION MAP



PROPOSED ZONING





FEMA FLOOD HAZARD AREAS

REZ#2-2026

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

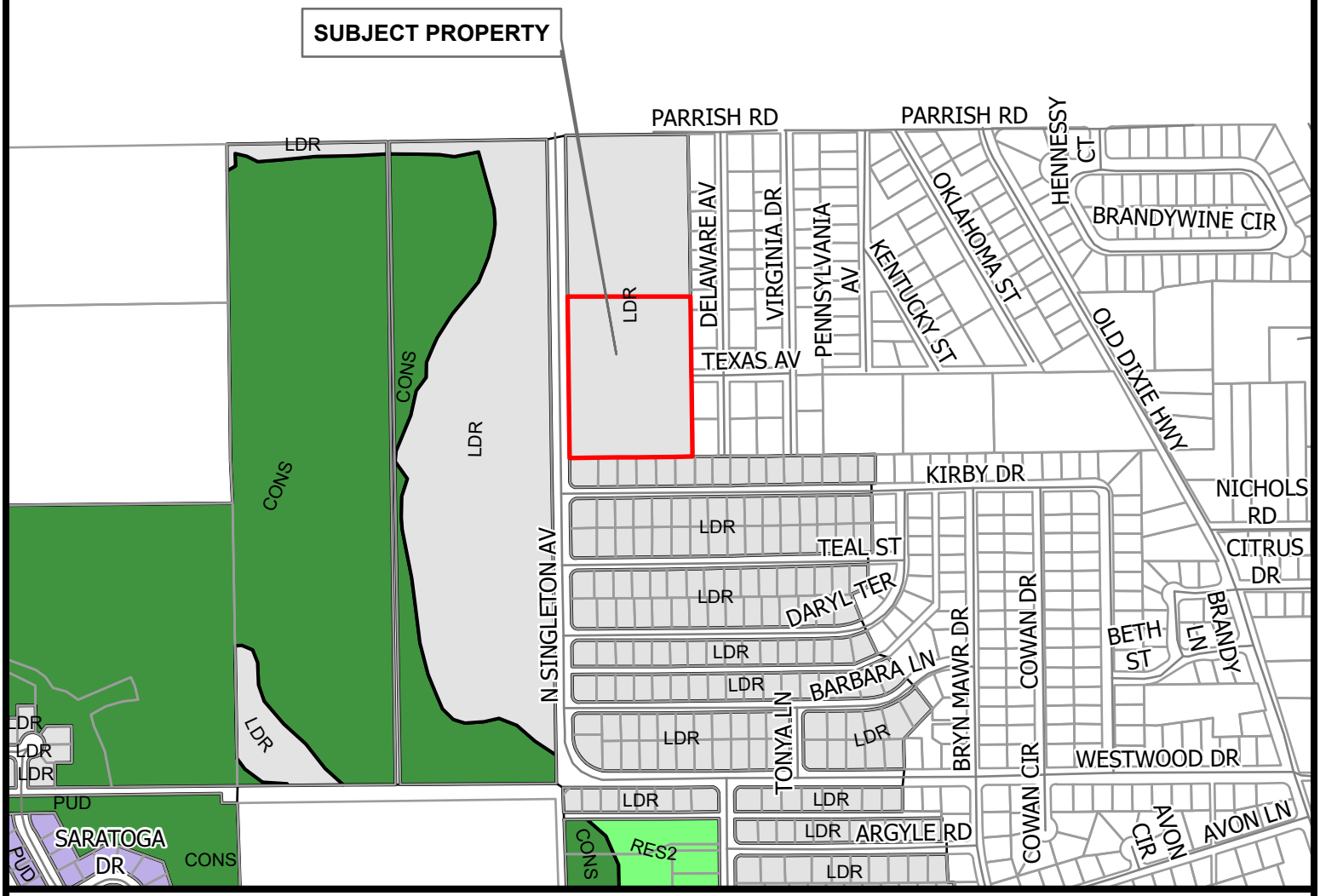
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Community Development Department

Source: FEMA FHA Update, 01/29/2021

8/26/2026



LOCATION OF PROPERTY & 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

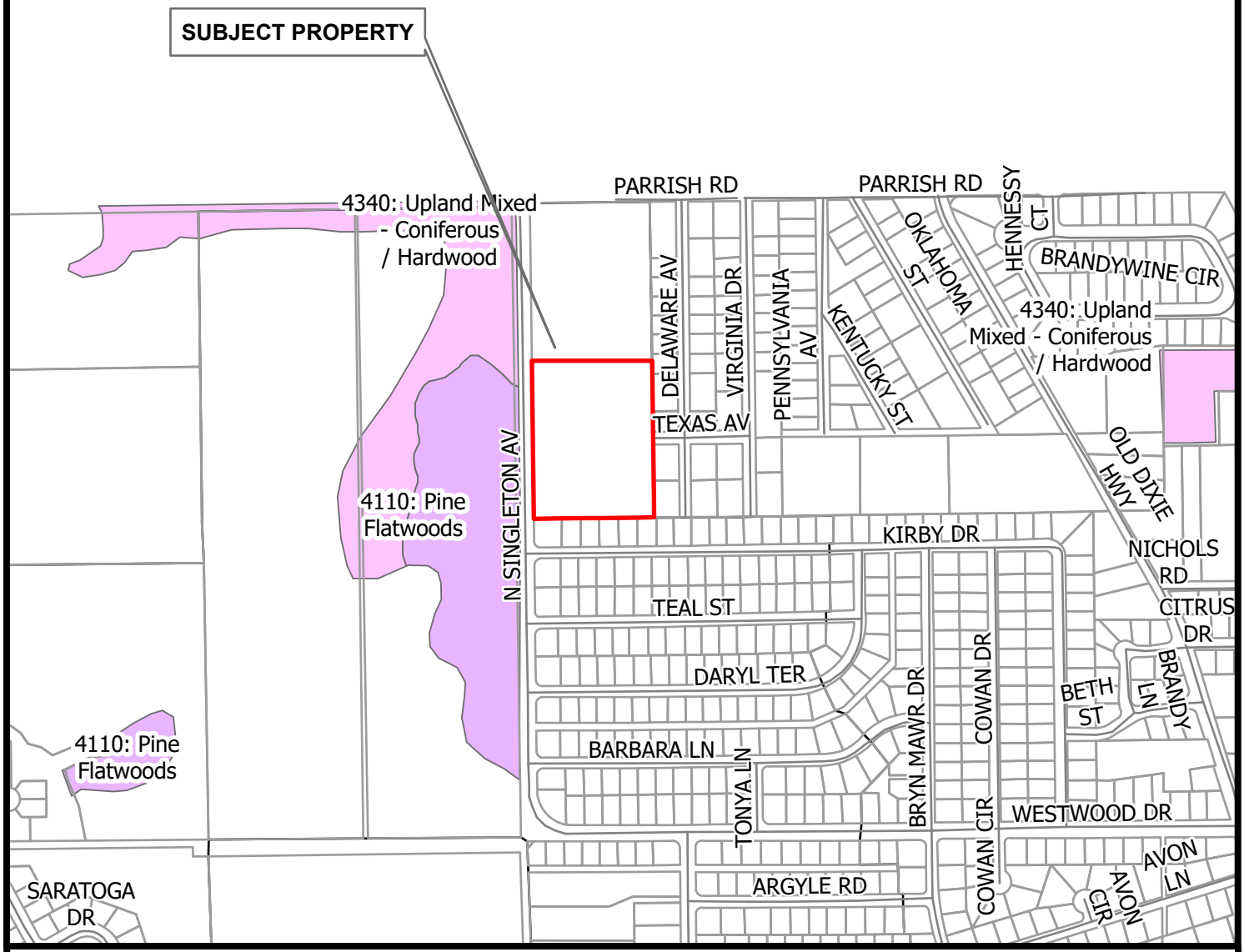
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street

Subject

Community Development Department

8/26/2026



SJRWMD Florida Land Use Cover Classification System
Upland Forests - 4000 Series
REZ#2-2026

LANDCOVER DESCRIPTION

- 4110: Pine Flatwoods
- 4340: Upland Mixed - Coniferous / Hardwood

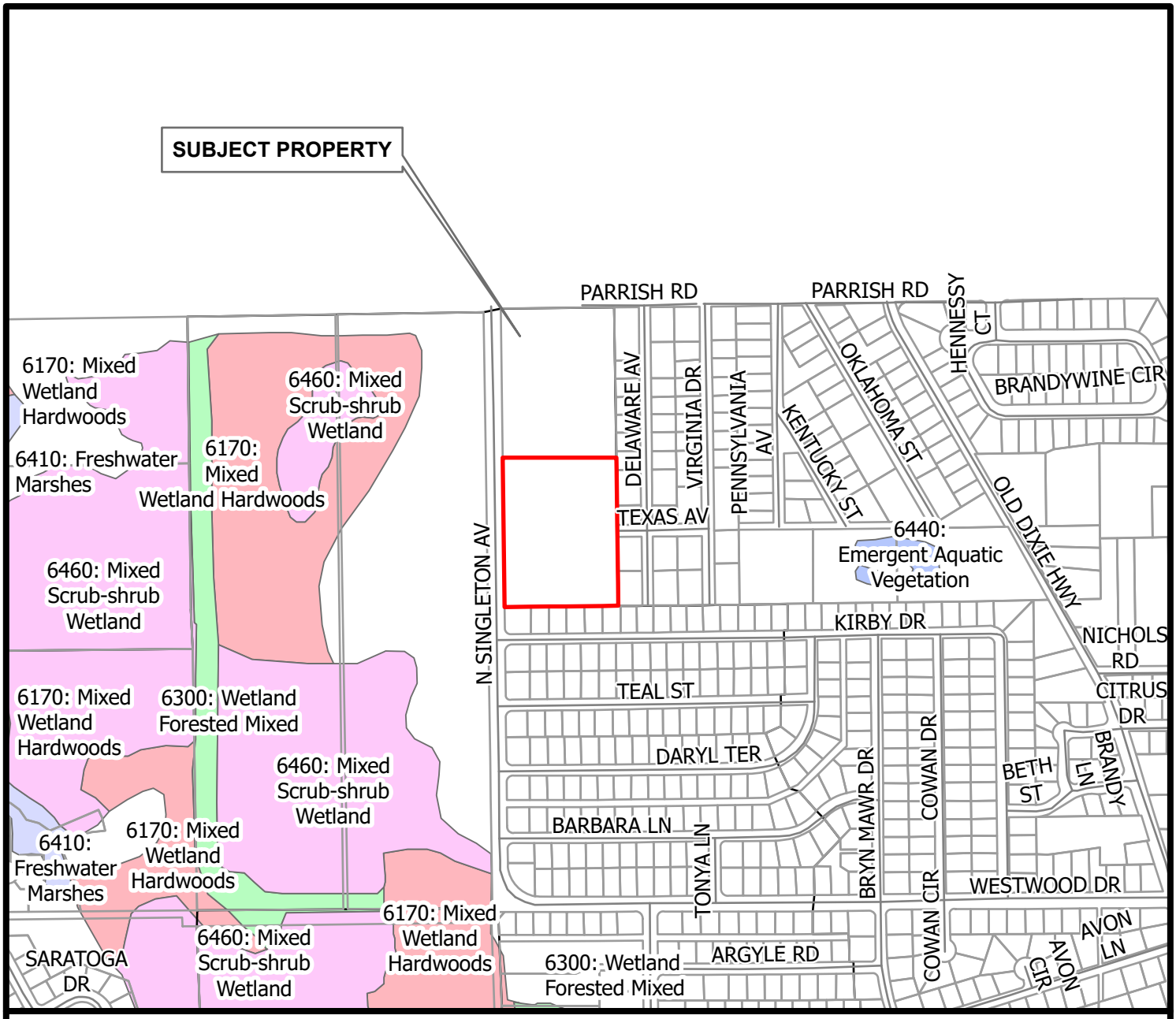
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Community Development Department

8/26/2026

This dataset (2017) is a compilation of the Land Use/Land Cover datasets created by St. John's River Water Management District



SJRWMD Florida Land Use Cover Classification System
Wetlands - 6000 Series

REZ#2-2026

SJRWMD Land Cover 6000 Series

LANDCOVER DESCRIPTION

- 6170: Mixed Wetland Hardwoods
- 6300: Wetland Forested Mixed
- 6410: Freshwater Marshes
- 6440: Emergent Aquatic Vegetation
- 6460: Mixed Scrub-shrub Wetland
- Parcels
- Subject

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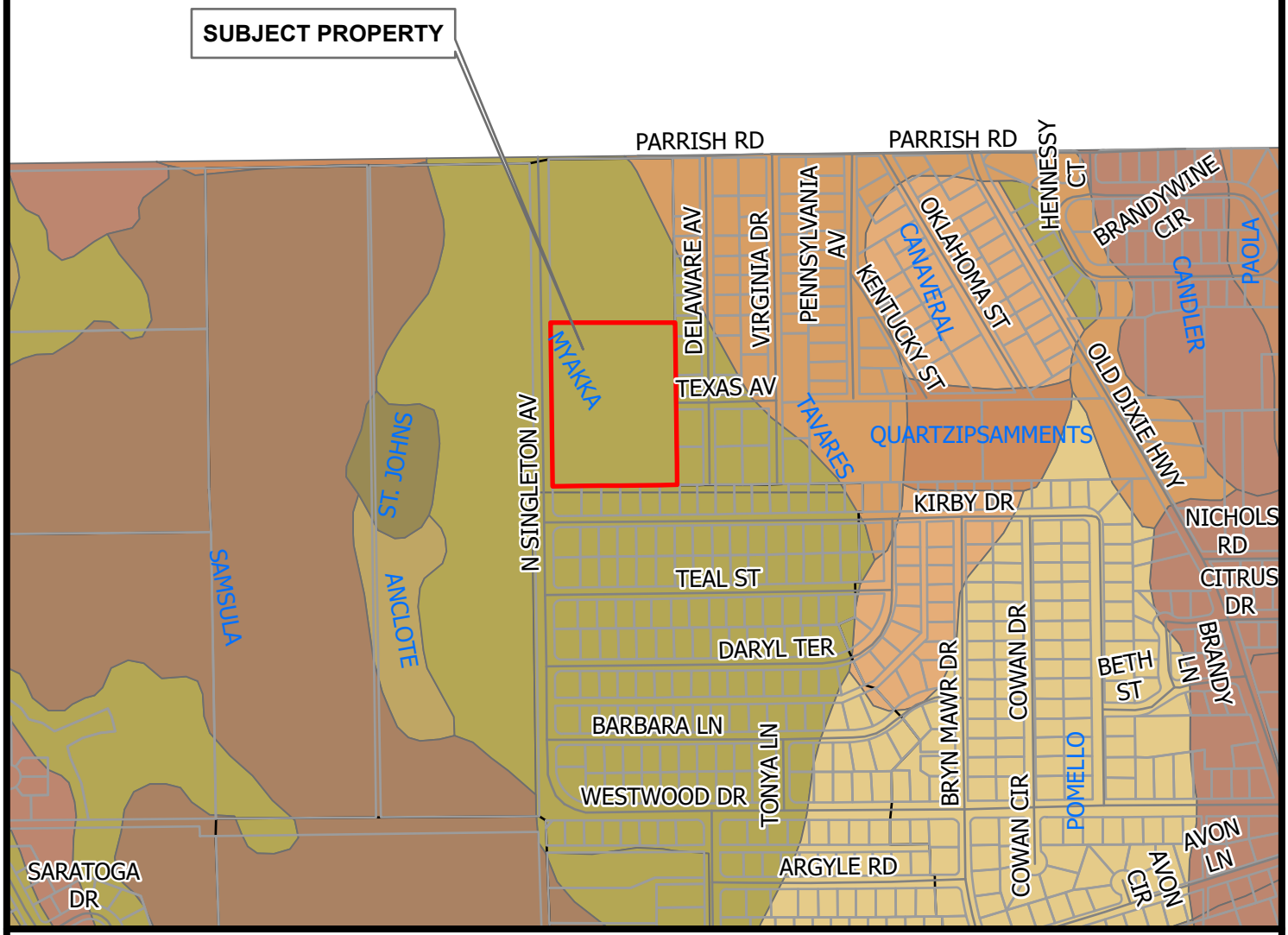
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Community Development Department

8/26/2026

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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SOILS IN THE VICINITY OF SUBJECT PROPERTY
REZ#2-2026

- ANCLOTE
- CANAVERAL
- CANDLER
- MYAKKA
- PAOLA
- POMELLO
- QUARTZIPSAMMENTS
- SAMSULA
- ST. JOHNS
- TAVARES

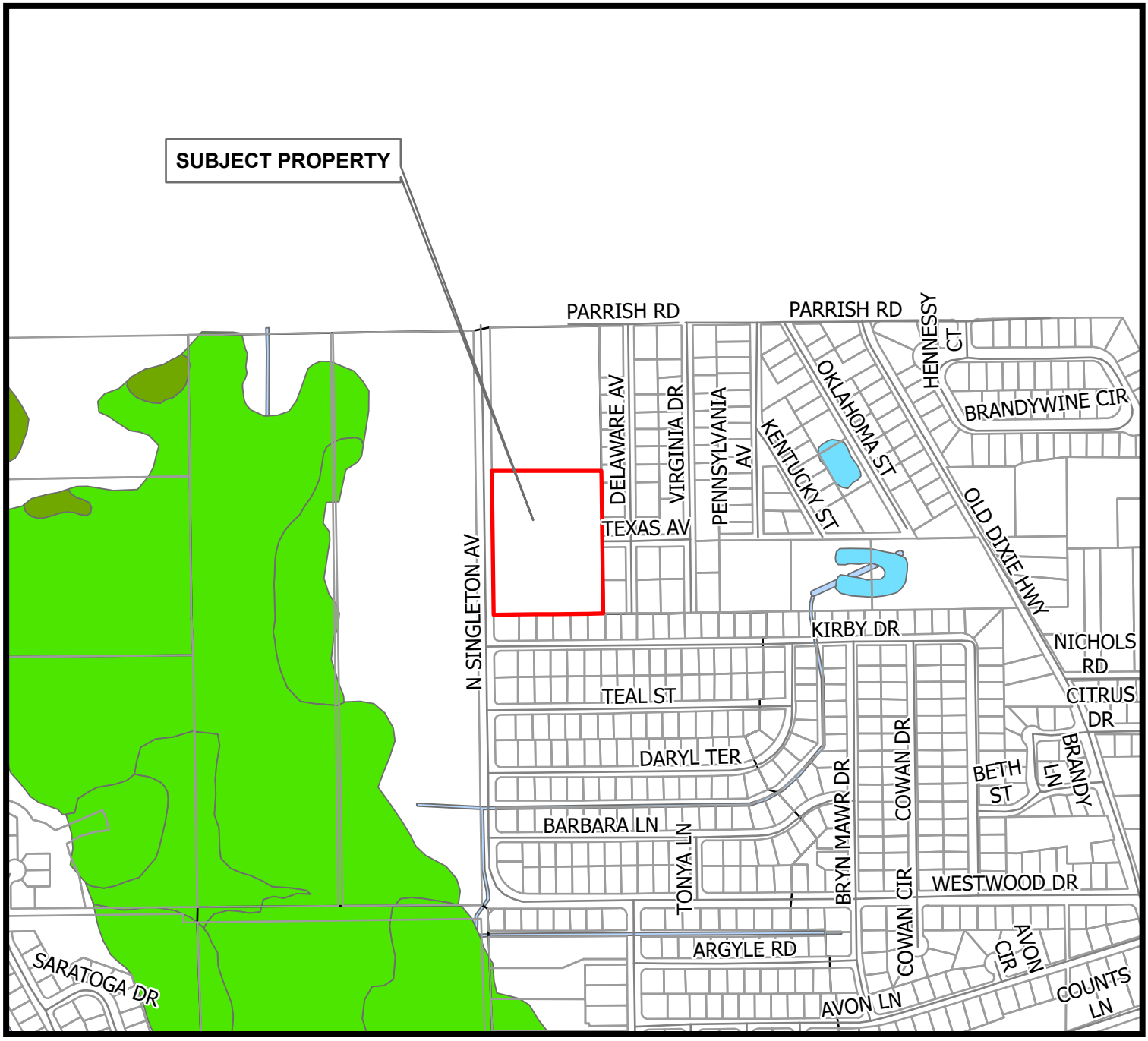
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Community Development Department

8/26/2026

Soils data source: The U.S. Department of Agriculture, Natural Resources Conservation Service. (2024)



WETLANDS IN VICINITY OF PROPERTY

REZ#2-2026

N
W E
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WETLAND_TY

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine

8/26/2026

Scale:1:8,000

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.

ORDINANCE NO. XX-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 N 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.

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 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 herein; and

WHEREAS, the City of Titusville finds that said rezoning has been processed in accordance with the applicable law and desires to amend its Zoning Map to change the zoning designation on said property;

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”, presently zoned Single-Family Medium Density (R-1B) to General Use (GU).

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. 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:

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 21 SOUTH. RANGE 35 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, BLOCK A, LECHNER'S SUBDIVISION, AS RECORDED IN PLAT BOOK 12, PAGE 122, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S. 00°16'05" E., ALONG THE WEST SUBDIVISION PLAT BOUNDARY LINE OF SAID LECHNER'S SUBDIVISION FOR A DISTANCE OF 654.03 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S. 00°16'05" E., ALONG SAID WEST LINE FOR A DISTANCE OF 655.44 FEET TO THE NORTH SUBDIVISION PLAT BOUNDARY LINE OF (AMENDED PLAT OF BLOCK "A") WESTWOOD VILLAS, EIGHTH ADDITION, AS RECORDED IN PLAT BOOK 37, PAGE 13 & THE NORTH SUBDIVISION PLAT BOUNDARY LINE EXTENSION OF WESTWOOD VILLAS, SIXTH ADDITION, AS RECORDED IN PLAT BOOK 20, PAGE 140, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THENCE RUN N. 89°44'24" W., ALONG SAID NORTH LINES FOR A DISTANCE OF 499.33 FEET TO THE EAST RIGHT OF WAY LINE OF N. SINGLETON AVENUE. THENCE RUN N. 00°19'23" W., ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 652.43 FEET. THENCE RUN N. 89°54'56" E. FOR A DISTANCE OF 499.94 FEET TO THE POINT OF BEGINNING.

CFN:2004206744 OR Book/Page: 5326 / 7419
07-01-2004 08:32 am
#Pgs: 3 #Names: 2
Trust: 2.00 Rec: 25.00 Serv: 0.00
Mtg: 0.00 Excise: 0.00
Int Tax: 0.00
Scott Ellis
Clerk Of Courts, Brevard County

THIS ORDINANCE IS BEING RE-RECORDED TO CORRECT A SCRIVENER'S ERROR AND REPLACES DOCUMENTS ORIGINALLY RECORDED IN THE OFFICIAL PUBLIC RECORD OF BREVARD COUNTY, FLORIDA IN OFFICIAL RECORDS BOOK 5307 AND IN PAGES 2633, 2634, AND 2635

ORDINANCE NO. 31-2004

- HC

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING SECTION 7, OF CHAPTER 63-2001, LAWS OF FLORIDA, SPECIAL ACTS OF 1963, BY ANNEXING CERTAIN PROPERTY LOCATED AT THE SOUTHEAST INTERSECTION OF SINGLETON AVENUE AND PARRISH ROAD TO BE INCLUDED WITHIN THE CITY LIMITS; DESIGNATING LAND USE CLASSIFICATION; PROVIDING ZONING CATEGORY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property owner of the below described property has submitted a petition for voluntary annexation of certain property pursuant to Chapter 171.044, *Florida Statutes*; and

WHEREAS, the City has found and determined that said annexation complies with Chapter 171, *Florida Statutes*, and applicable provisions of law; and

WHEREAS, the City desires to annex said property and to incorporate the same in the City limits of the City of Titusville; and

WHEREAS, the City desires to designate certain zoning classification on said property; and

WHEREAS, the City Council desires to designate a land use classification for said property concurrent with adoption of the Comprehensive Plan Amendment.

BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA, as follows:

Section 1. That Section 7 of Chapter 63-2001, Laws of Florida, Special Acts of 1963, is amended, pursuant to Chapter 171.044, *Florida Statutes*, to include within the corporate limits of the City of Titusville, Florida, and to redefine the boundary lines of the City limits of the City of Titusville to include the following described property:

> The Western 1/2 of the Western 32-1/2 acres of the Northwestern 1/4 of the Southwestern 1/4 of Section 20, Township 21 South, Range 35 East, Parcels 534 and 535, as recorded in Deed Book 331, Page 163, of the Official Records of Brevard County, Florida, less and except road Right-of-Way.

A copy of the map showing the area to be annexed is attached hereto and made part hereof.

Section 2. That the land use designation for said property is hereby designated as Low Density Residential.

Section 3. That the zoning district or classification imposed upon the described parcel shall be Single Family Low Density (R-1b).

DISTRIBUTION LIST FOR ANNEXATIONS

Revenue & Economic Analyses
Office of Planning and Budgeting
Office of the Governor
The Capitol
Tallahassee

R W Thompson
Maintenance Technician
Department of Transportation
555 Camp Road
Cocoa FL 32927

O.J. Cannon, Area Tax Manager
Bell South
301 West Bay Street
Room 16GG1
Jacksonville, FL 32202

Bureau of Census
Geography Division
Attn: Louise Stewart
Washington DC 20233-0001

City Gas Company
4180 U S Highway #1
Rockledge FL 32955-5309

Brevard Co Address Assignment O
2725 Judge Fran Jamieson Way
Melbourne FL 32940

C L Fordham
Transportation Statistics Engineer
Florida Department of Transportati
719 S Woodland Blvd
Deland FL 32720

Bright House Networks
720 S Magnolia Avenue
Melbourne FL 32935

Brevard Co Supervisor of Election
P O Box 1119
Titusville FL 32781-1496

Mr. George Mass
Manager, Customer Accounting &
Florida Power & Light Company
P O Box 029100
Miami FL 33102-9100

Dept of State
Bureau of Administrative Code
401 South Monroe Street
The Elliot Building
Tallahassee FL 32799-0250

Kathy Reeves
Executive office of the Governor
Revenue & Economic Analysis
1604 The Capitol
Tallahassee FL 32399-0001

University of Florida
Warrington College of Business Administration
Bureau of Economic and Business Research
221 Matherly Hall
Post Office Box 117145
Gainesville, Florida 32611-7145

DISTRIBUTION ✓ LIST FOR ANNEXATIONS

Ordinance Numbers - 27-2004, 28-2004, 29-2004, 30-2004, 31-2004, 32-2004, 33-2004, 34-2004

Revenue & Economic Analysis !**	✓																								
Main. Tech. Dept. of Transportation *	✓																								
Bureau of Census/Geography Division */**	✓																								
Brev. Co. Address Assignment Office *	✓																								
Bright House Networks *	✓																								
Brev. Co. Supervisor of Elections *	✓																								
Florida Power & Light Co. *	✓																								
Southern Bell Telephone Co. *	✓																								
Bureau of Administrative Code *	✓																								
City Gas Company *	✓																								
Fla. Dept. of Transportation *	✓																								
University of Florida**	✓																								
Police Department	✓																								
Fire Department	✓																								
Public Works	✓																								
Building	✓																								
Planning Department	✓																								
Utility Billing	✓																								
Solid Waste	✓																								
City Attorney	✓																								
Stormwater	✓																								
Water Resources	✓																								
File	✓																								
Applicant !	✓																								
Date	June 14, 2004																								

Section 4. That the maximum density allowed for said property shall be 50 units.

Section 5. This Ordinance shall take effect simultaneously with the effective date of the Comprehensive Plan Amendment contained in Ordinance No. 35-2004 (June 11, 2004).

PASSED AND ADOPTED this 11th day of May, 2004.

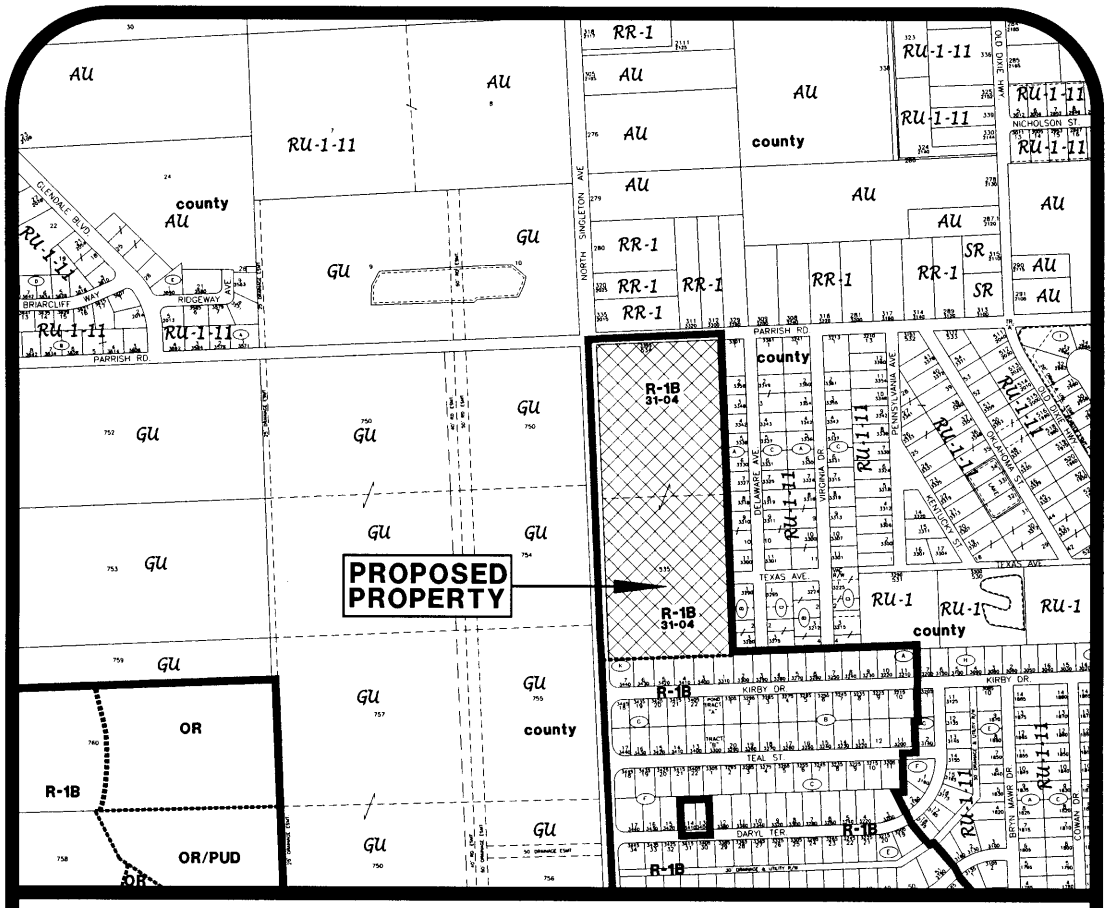
Ronald G. Swank, Mayor

ATTEST:

Wanda F. Wells, Interim City Clerk

CFN:2004206744
OR Book/Page: 5326 / 7420

CFN:2004206744
OR Book/Page: 5326 / 7421



LOCATION / ZONING MAP

RESIDENTIAL DISTRICTS

RE	RESIDENTIAL ESTATES
RR	RURAL RESIDENTIAL
R-1A	SINGLE FAMILY, LOW DENSITY
R-1B	SINGLE FAMILY, MEDIUM DENSITY
R-1C	SINGLE FAMILY, HIGH DENSITY
R-2	MULTIFAMILY, MEDIUM DENSITY
R-3	MULTIFAMILY, HIGH DENSITY
RMH-1	RESIDENTIAL MANUFACTURED HOUSING SUBDIVISION
RMH-2	RESIDENTIAL MANUFACTURED HOUSING PARK

BREVARD COUNTY ZONING

COMMERCIAL DISTRICTS

HM	HOSPITAL MEDICAL
T	TOURIST
NC	NEIGHBORHOOD COMMERCIAL
CC	COMMUNITY COMMERCIAL
RC	REGIONAL COMMERCIAL
OP	OFFICE PROFFESSIONAL
CM	COMMERCIAL MARINE

INDUSTRIAL DISTRICTS

M-1	LIGHT INDUSTRIAL SERVICES AND WAREHOUSING
M-2	HEAVY INDUSTRIAL
M-3	HIGHWAY INDUSTRIAL INFILL
PID	PLANNED INDUSTRIAL DEVELOPMENT

SPECIAL DISTRICTS

GU	GENERAL USE
OR	OPEN SPACE AND RECREATION
CBD	CENTRAL BUSINESS DISTRICT
UMU	URBAN MIXED USE
SMU	SHORELINE MIXED USE
RHP	RESIDENTIAL HISTORIC PROPERTIES
RMU	REGIONAL MIXED USE

OVERLAY DISTRICTS

PUD	PLANNED UNIT DEVELOPMENT
TSA	TITUSVILLE SHORELINE AREA
AIA	AIRPORT IMPACT AREA
WCA	WETLAND AND CONSERVATION AREAS
ACC	AREA OF CRITICAL CONCERN
FPA	FLOOD PLAIN AREA
HPA	HISTORIC PRESERVATION AREA

TITUSVILLE, FLORIDA FOUNDED 1867

N

CPA-#04-01E-ZONING.DWG

CITY OF TITUSVILLE ● P.O. BOX 2806 ● TITUSVILLE, FLORIDA 32781-2806

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 3 #Names: 2
Trust: 2.00 Rec: 13.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

CFN:2004166555 05-27-2004 08:43 am
OR Book/Page: 5307 / 2633

HCT Titusville City

ORDINANCE NO. 31-2004

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING SECTION 7, OF CHAPTER 63-2001, LAWS OF FLORIDA, SPECIAL ACTS OF 1963, BY ANNEXING CERTAIN PROPERTY LOCATED AT THE SOUTHEAST INTERSECTION OF SINGLETON AVENUE AND PARRISH ROAD TO BE INCLUDED WITHIN THE CITY LIMITS; DESIGNATING LAND USE CLASSIFICATION; PROVIDING ZONING CATEGORY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the City Council desires to designate a land use classification for said property concurrent with adoption of the Comprehensive Plan Amendment.

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Section 1. That Section 7 of Chapter 63-2001, Laws of Florida, Special Acts of 1963, is amended, pursuant to Chapter 171.044, *Florida Statutes*, to include within the corporate limits of the City of Titusville, Florida, and to redefine the boundary lines of the City limits of the City of Titusville to include the following described property:

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A copy of the map showing the area to be annexed is attached hereto and made part hereof.

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Section 3. That the zoning district or classification imposed upon the described parcel shall be Single Family Low Density (R-1b).

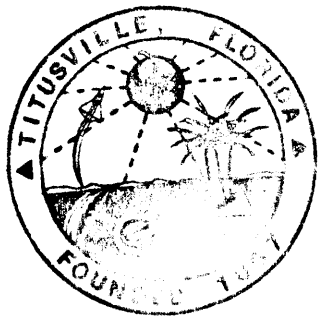
Section 4. This Ordinance shall take effect simultaneously with the effective date of the Comprehensive Plan Amendment contained in Ordinance No. 35-2004 (June 11, 2004).

PASSED AND ADOPTED this 11th day of May, 2004.

Ronald G. Swank, Mayor

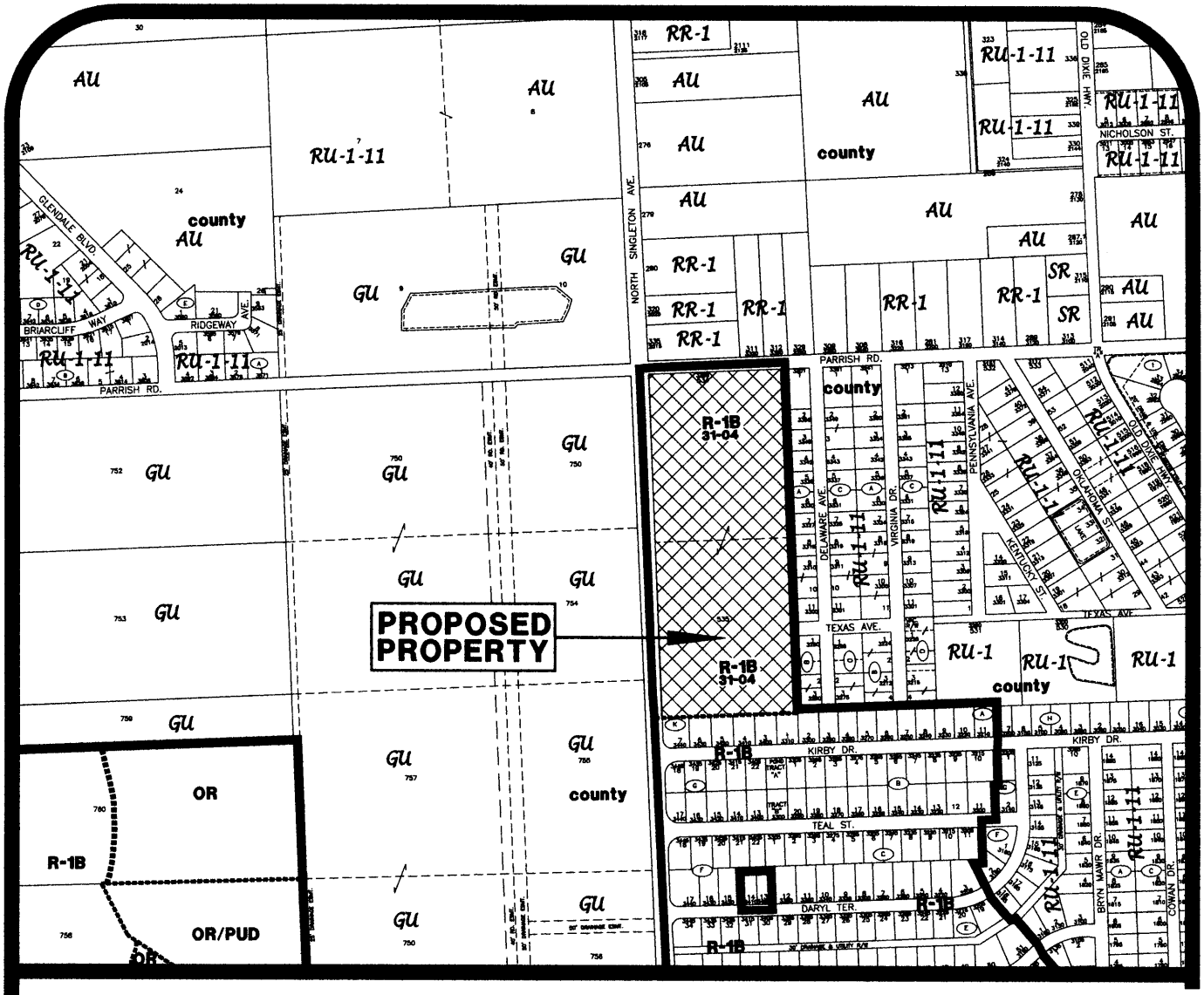
ATTEST:

Karan J. Rounsavall, City Clerk





CFN:2004166555
OR Book/Page: 5307 / 2634



LOCATION / ZONING MAP

RESIDENTIAL DISTRICTS

RE	RESIDENTIAL ESTATES
RR	RURAL RESIDENTIAL
R-1A	SINGLE FAMILY, LOW DENSITY
R-1B	SINGLE FAMILY, MEDIUM DENSITY
R-1C	SINGLE FAMILY, HIGH DENSITY
R-2	MULTIFAMILY, MEDIUM DENSITY
R-3	MULTIFAMILY, HIGH DENSITY
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BREVARD COUNTY ZONING

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T	TOURIST
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M-2	HEAVY INDUSTRIAL
M-3	HIGHWAY INDUSTRIAL INFILL
PID	PLANNED INDUSTRIAL DEVELOPMENT

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OR	OPEN SPACE AND RECREATION
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RMU	REGIONAL MIXED USE

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AIA	AIRPORT IMPACT AREA
WCA	WETLAND AND CONSERVATION AREAS
ACC	AREA OF CRITICAL CONCERN
FPA	FLOOD PLAIN AREA
HPA	HISTORIC PRESERVATION AREA

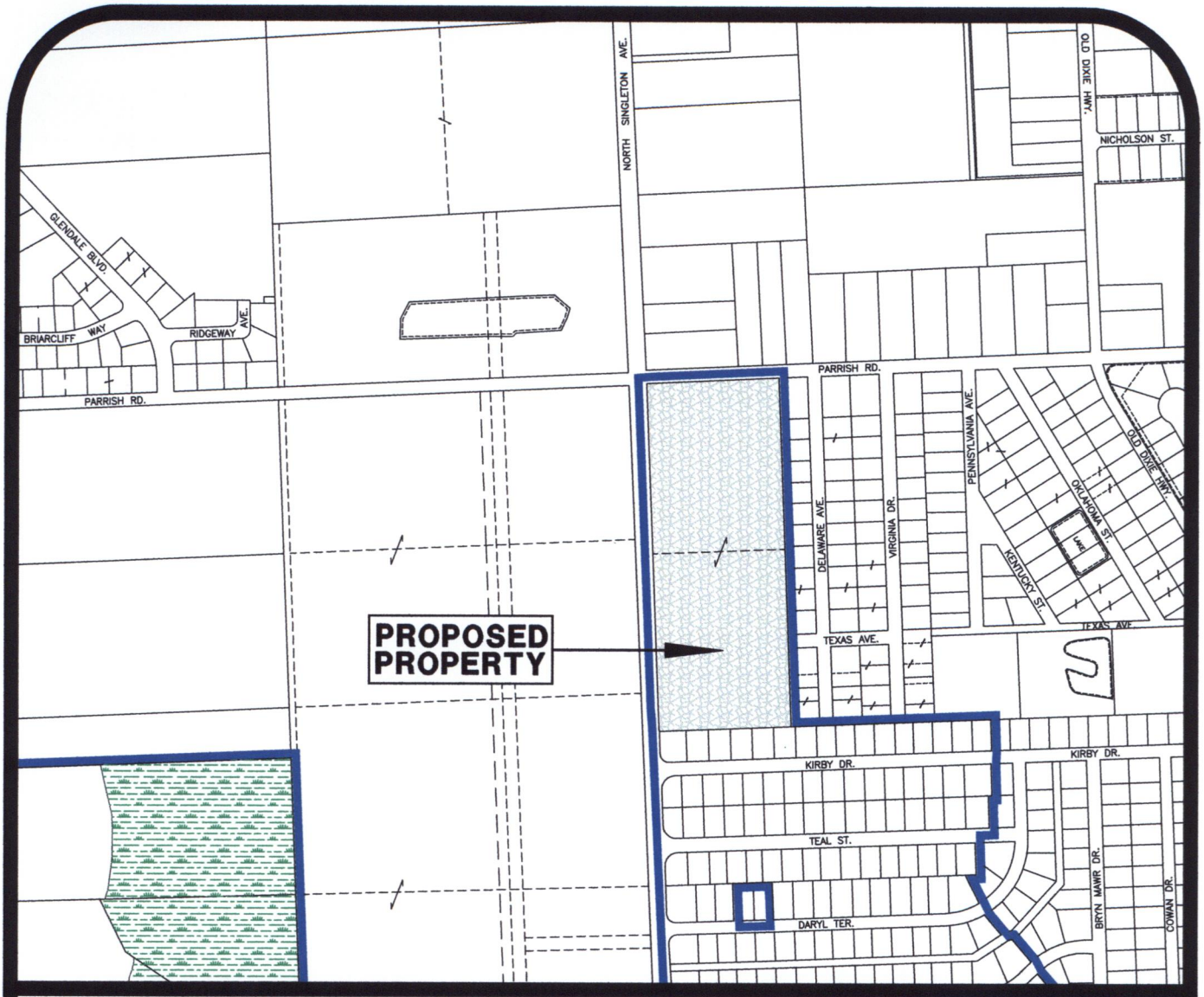
TITUSVILLE, FLORIDA — FOUNDED 1867

N

CPA-#04-01E-ZONING.DWG

CITY OF TITUSVILLE ● P.O. BOX 2806 ● TITUSVILLE, FLORIDA 32781-2806

CFN:2004166555
OR Book/Page: 5307 / 2635



ADOPTED FUTURE LAND USE MAP

CPA-#04-01E-LANDUSE.DWG

URBAN-MIXED-USE

CONSERVATION

RECREATIONAL

DOWNTOWN MIXED-USE

RESIDENTIAL LOW-DENSITY

SHORELINE-MIXED-USE

EDUCATIONAL

PUBLIC/SEMI PUBLIC

COMMERCIAL HIGH INTENSITY

RESIDENTIAL MEDIUM-DENSITY

INDUSTRIAL

PLANNED INDUSTRIAL PARK

COMMERCIAL LOW INTENSITY

REGIONAL MIXED USE

RESIDENTIAL HIGH-DENSITY

FLORIDA EAST COAST R/R

WATER DEPENDENT USES

CITY LIMITS LINE

44 INDICATES EXISTING CITY WELL LOCATION

N

CITY OF TITUSVILLE ● P.O. BOX 2806 ● TITUSVILLE, FLORIDA 32781-2806

Dear Mr. Galindo and Planning Staff:

Thank you for the staff report on our request to rezone approximately 7.5 acres from R-1B to General Use (GU). We submit this concise formal response to correct material inaccuracies, address the analysis under Section 34-40, and request that staff revise its recommendation to support approval of GU zoning (with reasonable conditions tied to an updated binding concept plan if needed).

1. GU Zoning Directly Matches the District Purpose and Site Realities

LDR Sec. 28-321(a) states that GU is created for areas “where urban services are not presently available” and is intended to retain such lands pending the proper timing of economical provision of public services. Staff acknowledges that water, sewer, and reclaimed water are unavailable without main extensions the City has no plans to fund and has previously refused. Residential development under R-1B is therefore not practically feasible. GU is the appropriate designation.

2. Agricultural Classification, History, and State Preemption

The property carries BCPAO agricultural classification 6730 (Bees/Honey Farm). It has a documented history of agricultural use (horses and cattle) for more than 25 years. Florida Statutes §§ 163.3162 (Agricultural Lands and Practices Act) and 823.14 (Right to Farm Act) strictly limit local government authority to prohibit, restrict, or regulate bona fide farm operations on agriculturally classified land when those activities are governed by state BMPs or federal standards. Speculative claims of noise, odor, dust, pests, or lighting as inherent “nuisances” are preempted or unsupported for a low-intensity, pasture-based operation.

3. Compatibility and Comparative Impacts

Policy 1.14.4 requires consideration of existing and proposed uses. A low-stocking-density pasture farm with poultry, bees, limited livestock, and produce generates substantially less traffic, chemical runoff, impervious surface, and residential-scale pollution than the theoretical 43+ dwelling units possible under R-1B. Surrounding context includes vacant residentially zoned land without City utilities, a non-habitable structure to the north, and existing agricultural lands farther north. The proposed use is compatible.

5. Consistency with City Goals

Approval advances the City’s Sustainability Action Plan objectives regarding urban and regenerative agriculture and aligns with recent City Council indication of support for creating agricultural use opportunities in Titusville. The northern property owner is willing to pursue compatible agricultural use; the existing structure there is already classified unsuitable for occupancy.

The rezoning is consistent with the Low Density Residential future land use via the Land Use/Zoning Matrix, fulfills the purpose of the GU district, and is the only realistic path forward given the absence of urban services. We respectfully request that staff revise its recommendation to support approval of REZ No. 2-2026, subject to an updated binding concept plan and any reasonable conditions that ensure setback compliance and low-impact operations.

6. Alignment with the Adopted Sustainability Action Plan (2023)

The City of Titusville adopted its Sustainability Action Plan on April 25, 2023. The SAP “serves as a roadmap to guide the efforts toward creating a resilient and thriving future” and contains six focus areas, seven goals, 28 objectives, and 87 actionable steps addressing environmental, economic, and social equity goals.

City staff and official communications have repeatedly tied urban agriculture and regenerative practices to SAP implementation. In August 2025, the Sustainability Coordinator participated in a tour of commercial composting and regenerative agriculture models (O Town Compost and 4Roots Farm Campus). The City's public statement noted that such models "align with the Sustainability Action Plan objectives for urban agriculture and the citywide 75 percent waste diversion goal" and "will work to progress the adopted Sustainability Action Plan's goals which include elements that promote urban agriculture, a more circular economy, and achieving a 75% waste diversion goals."

The Farm demonstrates of these objectives:

- Regenerative practices that build soil, capture carbon, support biodiversity, and reduce reliance on external inputs.
- On-site production of eggs, honey, berries, and related products that shorten the food supply chain.
- Low-impact land management consistent with Low Impact Development (LID) principles already incentivized by the City.
- Potential for educational outreach, community engagement, and modeling of practices that residents can adopt.

The farm operates with minimal demand on public infrastructure—far less than conventional residential development—while delivering measurable public benefits in local food production, ecosystem services, and resilience. Approving permanent agricultural-compatible zoning would allow the City to point to a tangible, private-sector example of SAP goals already being realized inside city limits.

7. Recent City Council Direction Supports Agricultural Opportunities

At the July 14, 2026 regular City Council meeting, in response to a request from the Mayor, Council indicated support for "creating an opportunity for an agricultural use in the City." This request provides a ready-made, already-operating opportunity that requires no new public expenditure and advances multiple adopted policies simultaneously.

8. Compatibility and Public Benefit

The property is a low-intensity regenerative homestead. It generates negligible traffic, stormwater, or utility demand relative to residential alternatives. In an area of Singleton Avenue that has seen conservation and wetland sensitivity raised in recent land-use discussions, a working farm that improves soil health and manages land regeneratively is more compatible with long-term environmental goals than holding the land in a transitional GU designation awaiting denser development.

The request does not seek intensive commercial agriculture or industrial-scale operations. It seeks regulatory stability for the existing scale of activity (poultry, bees, berries, pasture) and the ability to continue limited on-site sales and educational activities consistent with Sec. 28-63.

We are available to meet prior to the September 2 Planning and Zoning Commission hearing to review the updated plan and answer any remaining questions. Thank you for your consideration.

Respectfully submitted,

Justin Dunlap

Owner

Summary of Responses to Staff comments and review.

Attorney General Opinions similar to this matter –

1. If land is classified as agricultural land under § 193.461 (the "greenbelt" ag tax classification), local governments may not adopt or enforce any ordinance, regulation, rule, or policy that "prohibits, restricts, regulates, or otherwise limits an agritourism activity" on that land.

The Attorney General's office has issued an opinion applying this to a real project (TerraNova), concluding that the county could not enforce building permit or site plan requirements that limited agritourism activities (equestrian competitions and temporary participant accommodations) on bona fide farmland.

Key points:

Once you have agricultural classification under § 193.461, the City's ability to block or heavily regulate agritourism activities (events, educational programs, farm tours, etc.) is very limited.

This is a powerful argument for rezoning GU so the City's zoning matches the statutory protection already available under state law.

Citing: § 570.85 & § 570.86, Florida Statutes (Agritourism) and AGO opinion on TerraNova summarized at myfloridalegal.com

Rezoning the property from residential to GU (agricultural) would simply align the City's zoning with the property's actual use and with Florida's strong public policy in favor of protecting and promoting farm operations and agritourism. Denying or unduly restricting this rezoning could create unnecessary conflict with state law and expose the City to potential claims under the Bert J. Harris Private Property Rights Protection Act and state preemption doctrines, particularly in light of recent Attorney General positions criticizing overly restrictive local rules on rural and agricultural land.

Approving the rezoning supports local food production, job creation, agritourism, and the preservation of Florida agriculture, while reducing the risk of future land-use conflicts and litigation

2. In early 2026, the Florida Attorney General's Office issued a formal opinion/letter concerning local rural-boundary and growth-management restrictions that heavily limit agricultural and rural land uses. The AG concluded that such restrictions are "likely unconstitutional" and may violate the Bert J. Harris Private Property Rights Protection Act, signaling strong state-level support for property owners seeking to use rural land for agricultural purposes.

This position reinforces the Legislature's broader framework protecting bona fide farm operations (e.g., Right to Farm Act, § 823.14; agritourism preemption, § 570.85; agricultural classification, § 193.461). Rezoning the subject property from residential to GU (agricultural) aligns the City's zoning with this state policy and reduces the risk of future conflicts under the Right to Farm Act, agritourism preemption, and the Bert Harris Act

Rezoning to GU aligns local rules with state law and reduces legal exposure.

If the City keeps the parcel residential while you operate a farm, you get:

Neighbor complaints → nuisance claims → Right to Farm Act defense (§ 823.14).

Attempts to regulate agritourism → potential preemption challenge (§ 570.85).

Possible Bert Harris claim if regulations severely diminish value, especially in light of the AG's 2026 stance on rural/ag restrictions.

SPACE CHICKEN FARM

Conceptual Site Plan Package

In Support of Rezoning Application REZ No. 2-2026

Property Address	1915 N Singleton Avenue, Titusville, FL 32796
Parcel / Size	Approximately 7.5 acres
Current Zoning	R-1B (Single-Family Medium Density)
Requested Zoning	GU (General Use)
Existing Ag Classification	BCPAO 6730 – Bees / Honey Farm (bona fide agricultural use)
Owner / Applicant	Justin Dunlap – Space Chicken Farm / Southern Unique Sustainability
Plan Date	August 2026

CRITICAL COMPLIANCE STATEMENT

No buildings, poultry houses, mobile coops, stables, or animal structures will be located within fifty (50) feet of any property line. This plan demonstrates full compliance with Titusville Land Development Regulations Section 28-61(c)(1) for agricultural pursuits in the General Use (GU) zoning district. All mobile poultry coops will be operated and relocated exclusively outside the 50-foot buffer zone at all times.

PURPOSE OF THIS PLAN

This Conceptual Site Plan is submitted in support of the request to rezone the subject property from R-1B to General Use (GU). The plan illustrates the existing and proposed low-intensity, regenerative agricultural operation known as Space Chicken Farm. It is offered as a binding concept plan for the limited purpose of demonstrating compliance with GU dimensional standards and the agricultural setback requirements of LDR Sec. 28-61. Final placement of movable elements (mobile coops) may vary provided the 50-foot setback is maintained at all times.

KEY FEATURES OF THE OPERATION

- Pasture-based poultry (mobile coops on trailer beds)
- Honey bee apiary, livestock pastures
- Row crops / berries / Fruit Trees
- Limited on-site egg and produce processing, packing, and sales of products produced on the property (consistent with Sec. 28-63)
- Agricultural facilities to include but not limited to; dry storage, cold storage, equipment storage, feed storage, livestock shelters, agricultural offices, barns, and greenhouses, wells, and septic
- Compact gravel access roads with two gated entrances from N Singleton Avenue
- Existing FPL overhead service already installed (transformer and meter cans in place)

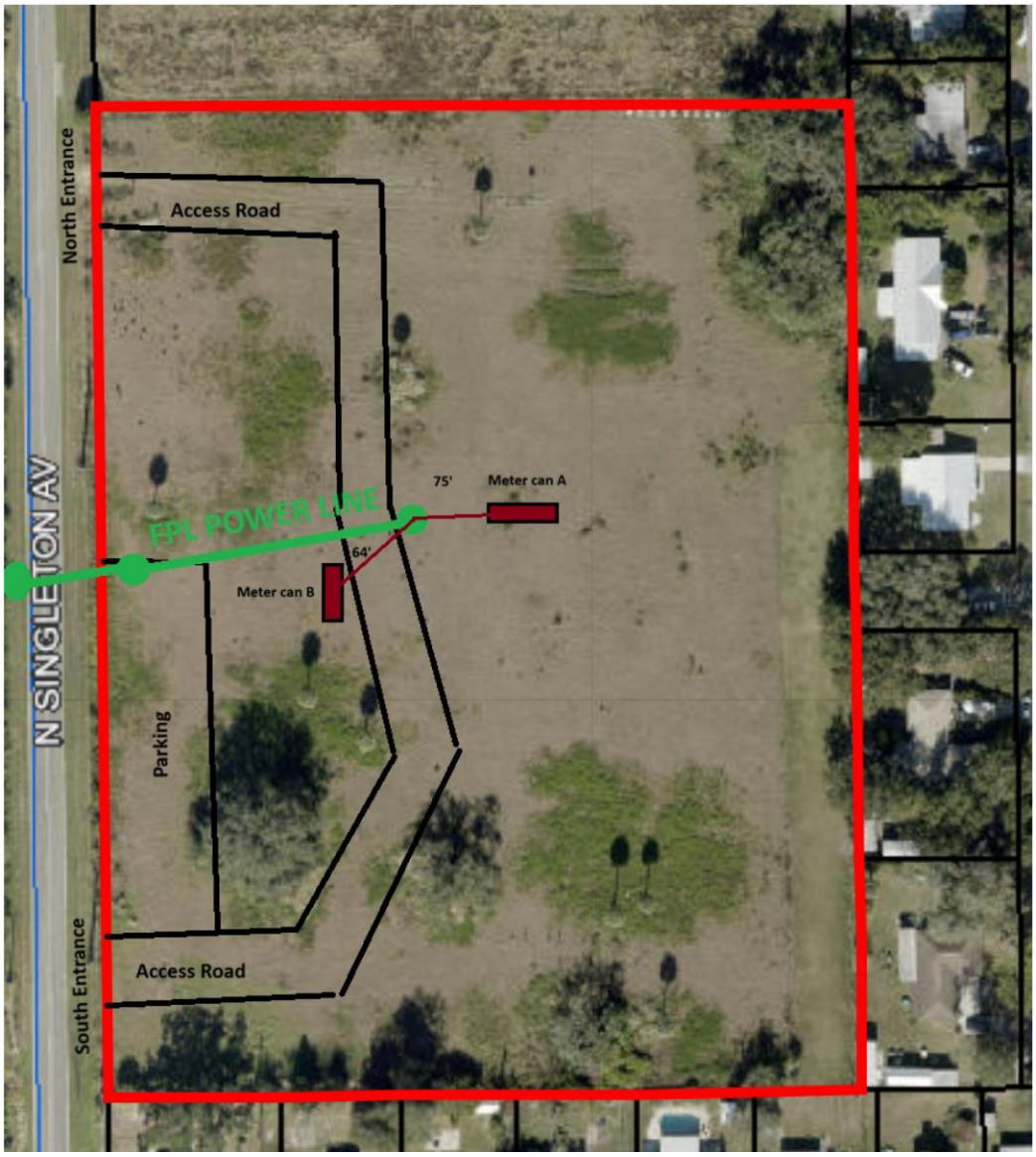
REGULATORY & POLICY ALIGNMENT

This plan and the proposed GU zoning are consistent with: (1) the purpose of the GU district (areas where urban services are not presently available – LDR Sec. 28-321); (2) Florida's Right to Farm Act (§ 823.14) and Agricultural Lands and Practices Act (§ 163.3162); (3) Agritourism preemption under §§ 570.85–570.86 once agricultural classification is maintained; and (4) the City of Titusville's adopted Sustainability Action Plan (2023) objectives regarding urban agriculture, regenerative practices, and waste diversion.

Prepared for submission to City of Titusville Planning & Zoning Commission – September 2026

EXISTING CONDITIONS & FPL OVERHEAD SERVICE

Aerial view showing existing FPL infrastructure already installed on the property and current agricultural use areas.



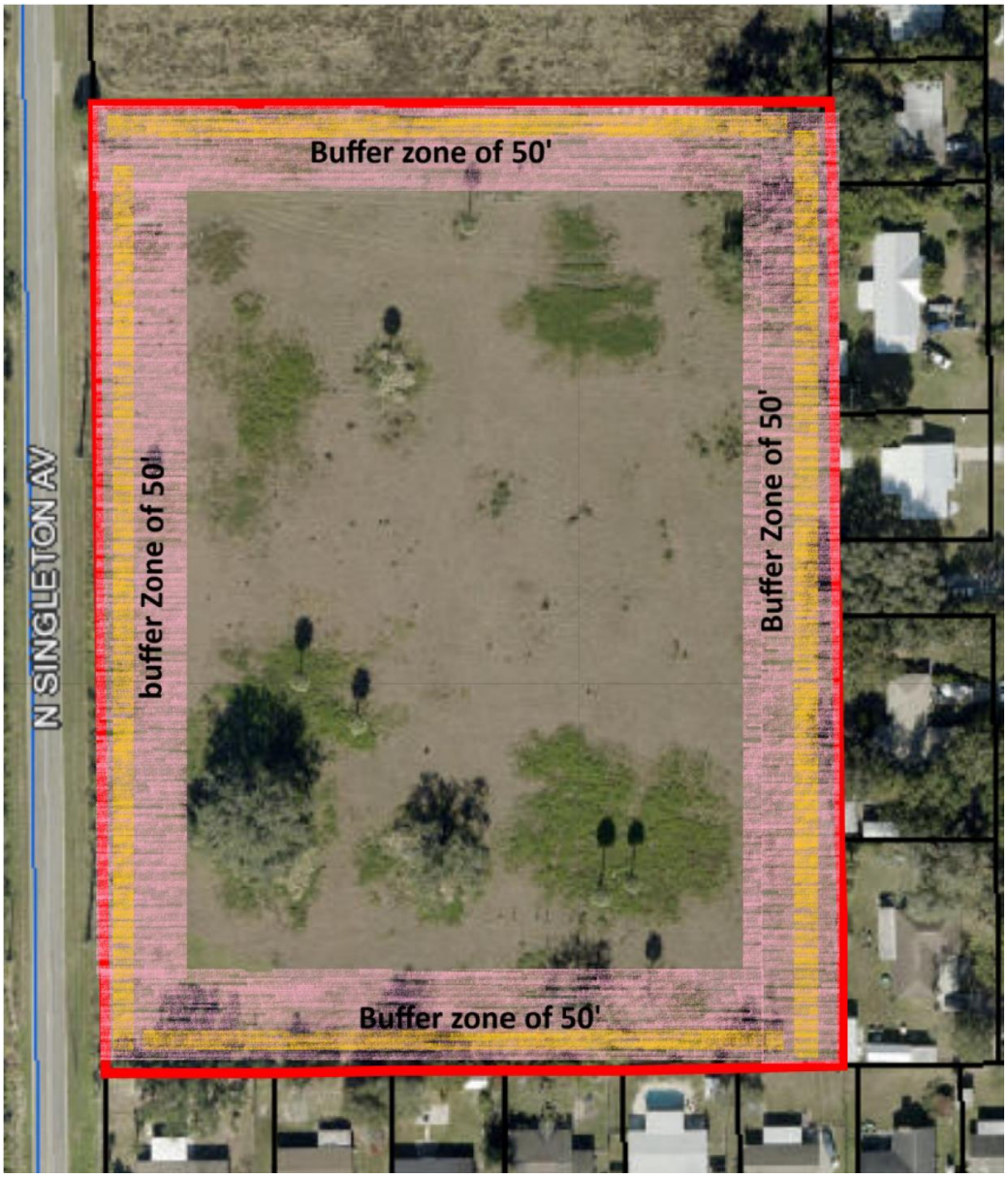
FPL overhead Infrastructure (already installed):

- Green lines = existing overhead power line from FPL.
- 1st pole is across N Singleton Avenue; 2nd pole is approximately 10' east of the west property line; 3rd pole with transformer is approximately 200' from the west property line (marked with X).
- Meter Can A: three (3) 200-amp meter cans on one pedestal, 75' east of the transformer.
- Meter Can B: one (1) 400-amp meter can, 64' southwest of the transformer.

Current Agricultural Use Areas:

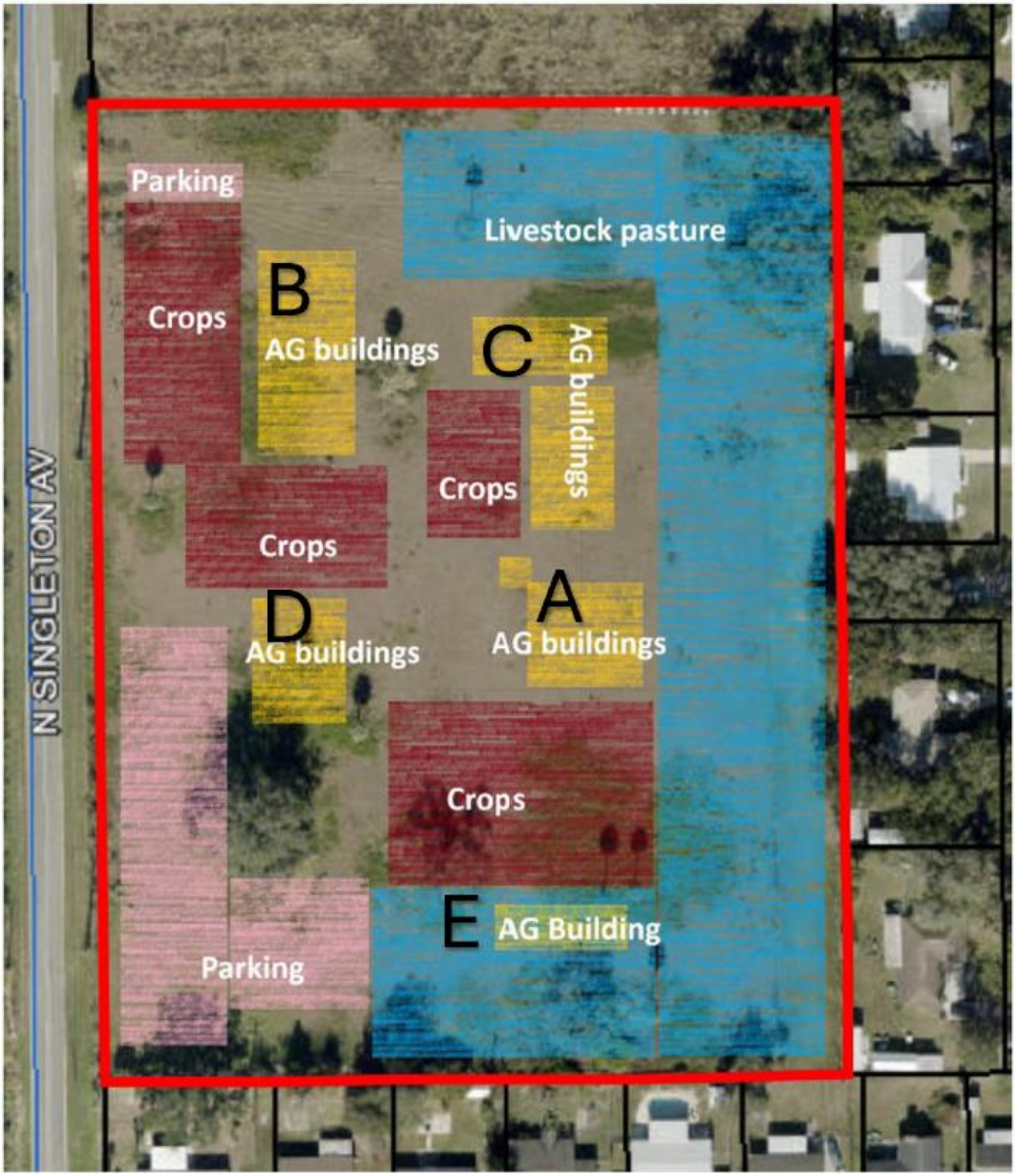
PROPOSED CONCEPTUAL SITE PLAN

Layout may vary. No buildings or mobile units will ever be within 50 feet of adjacent properties. Yellow bands indicate the continuous 50-foot Buffer Zone required by LDR Sec. 28-61.



Yellow Buffer Zone 50' shown on all sides. All poultry structures, mobile coops, barns, and animal housing will remain outside this buffer at all times. Access roads (compact gravel) and two main gates are on the west side fronting N Singleton Avenue.

PROPERTY KEY / LEGEND & OPERATIONAL NOTES



Structure & Feature Key

- B & C (yellow) AG building areas to the north and southwest — include but limited to; poultry egg and produce processing facilities. USDA office, product storage, poultry eggs and processing buildings, Poultry Barn, office building, Greenhouse / hoop house, agricultural storage, and/or barns

- (blue area) mobile poultry housing —– mobile coops built on trailer beds in Livestock pasture areas(blue). These will always operate and relocate exclusively outside the 50-ft buffer.

- (blue area) Fruit trees/berries/Fruit shrubs – these will also act as a buffer between pastures and surrounding neighbors. Planted along perimeter of property in compliance with local regulations.

- A (yellow) Central East AG buildings — AG storage, well, office space, and future farm housing.

- E (yellow) Southern AG buildings — Cattle, horse, and Sheep Shelters 80' × 18'.

- (red) Row crop – Is for seasonal produce production, may also host livestock for periods of time.

ADDITIONAL NOTES

1. Access road is compact gravel with two main gates on the west side of the property fronting N Singleton Avenue.
2. Perimeter fencing is already installed around the property.
3. The “Proposed future farm housing and/or additional Agriculture Building/s” area is shown for conceptual purposes only. Any dwelling will comply with standard GU residential setbacks (50 ft front / rear / side-corner; 25 ft interior side), permitting, or local residential compliances, in addition to agricultural setbacks.
4. This is a low-intensity regenerative operation. It does **not** propose intensive commercial agriculture, feedlots, or industrial-scale processing.

SETBACK & COMPLIANCE CERTIFICATION

The undersigned affirms that the layout shown on this Conceptual Site Plan is designed so that no poultry house, mobile coop, stable, barn used for animals, or similar structure will be placed within fifty (50) feet of any property line, in full compliance with Titusville LDR Section 28-61(c)(1) for agricultural pursuits in the GU zoning district. Movable elements will be managed to maintain this setback at all times.

Respectfully submitted,

Justin Dunlap
Owner – Space Chicken Farm / Southern Unique Sustainability LLC
August 2026

Community Engagement meeting notes

Attendance:

Nova Swan

Jeffery Daniel

Justin Dunlap

Roger Molitor

Clem

Kristina Fitzsimmons

Betty Greene

Rodney Brashers

Beth Brashers

Neighbor off Kirby st (more than 500 ft from farm, did not get name)

Notes/comments/summary

1. Excited to have a farm near
2. Existing farm to be active again (this property has always been used for agriculture for over 25+ years cattle and horses)
3. They don't want more development in the area, so the farm is perfect to stop development
4. Question about impacts to existing flooding issues, this was addressed by explaining pastures help absorb water and positively impact the existing water issues in the area.
5. Question about pavement and roadways (nonpermeable) – this addressed by explaining we do not and will not cement roadways onsite. All drivable surfaces will only be permeable packed earth or general farm surfaces.
6. More comments about not wanting development on the land, addressed by farming
7. Neighbors were advocates for sustainability and organic grown foods (this a 100% how we farm)

We also did a walk about to our neighbors within the 500 ft of the farm, house to house to introduce ourselves and discuss about the farm.

There were no issues that we were unable or unwilling to address

In summary all neighbors were excited to know we are continuing farm operations on the existing farm land and were willing to advocate for us if necessary.

Attention to THE CITY OF TITUSVILLE
Building Department

555 S. Washington Avenue
Titusville, FL 32796
Phone: 321-567-3760

PART I: DECLARATION OF AGRICULTURAL EXEMPTION FROM BUILDING PERMIT AND INSPECTION REQUIREMENTS

I, **Justin Dunlap** _____, hereby claim an exemption from the permitting and inspection requirements of the Florida Building Code for the purpose of constructing one or more nonresidential farm buildings pursuant to the provisions of Chapter 553.73(10)(c) and Section 604.50, Florida Statutes.

Tax ID(s) / Parcel ID:	21-35-20-00-535
Size of Property:	7.5 acres
Street Address of Property:	1915 N Singleton Ave, Titusville, FL 32796
Owner(s) of Property:	Justin Dunlap
Owner mailing address:	1915 N Singleton Ave, Titusville, FL 32796
Owner email:	Farmfresh561@gmail.com
Owner mobile phone:	813-493-2443
Owner home phone:	
Type of agricultural activities currently in operation:	Bees and livestock

Description of proposed Nonresidential Farm building(s) to be constructed (please attach survey/aerial showing approximate location):

See Attached Farm layout

Barn 1 – 70'x60' (yellow) AG building areas to southwest

Barn 2 – 60'x40' (yellow) Central East AG buildings

Fencing – Parameter and cross fencing 2785' total pasture fencing.

Greenhouse – 70'x40' (red) crop areas to west

Egg and produce buildings - Consists of 6-8 insulated shipping containers, non-affixed structures – (yellow) AG building areas to the northeast

Office 1 40'x12' non-affixed structure (yellow) AG building areas to the north and southwest

Office 2 10'x20' non-affixed structure (yellow) Central East AG buildings

Produce Shed 12'x18' non-affixed structures

Well Shed – 7'x9' cemented slab

Livestock shelter – 80'x18' open shed type building - (yellow) Southern AG buildings

Attention to THE CITY OF TITUSVILLE
Building Department

555 S. Washington Avenue
Titusville, FL 32796
Phone: 321-567-3760

The foregoing information is true and correct to the best of my knowledge and belief. I understand that the exemption is not valid if the proposed construction is a residential farm building. This exemption is only valid if the current agricultural activities are part of a bona fide farm operation on land classified as agricultural land pursuant to F.S. 193.461, where such activity is regulated through implemented best management practices or interim measures developed by the Department of Environmental Protection, the Department of Agriculture and Consumer Services, or water management districts and adopted under chapter 120 as part of a statewide or regional program.

Owner or Authorized Agent Signature

Justin Dunlap

Date
09-01-2026

PART II: VERIFICATION OF PERMITTED USE / EXEMPTION FOR STRUCTURE

(To be completed by City of Titusville staff – Building Department)

App'd	Not App'd	Agency	Staff Signature	Date	Comments / Findings
		BUILDING DEPT			

Note: *State law (FS 604.50 & 553.73(10)(c)) provides the underlying exemption for qualifying nonresidential farm buildings on bona fide agricultural land.*

Statutory Basis: Florida Statute § 604.50 (Nonresidential farm buildings; farm fences; farm signs) and § 553.73(10)(c) exempt qualifying nonresidential farm buildings located on lands used for bona fide agricultural purposes from the Florida Building Code and most local codes/fees (except floodplain management regulations). The structures must not be intended for residential use and must be located on land that is an integral part of a farm operation or classified as agricultural under § 193.461.

Property Owner: Justin Dunlap | Space Chicken Farm / Southern Unique Sustainability | 1915 N Singleton Ave, Titusville, FL 32796

SPACE CHICKEN FARM

Conceptual Site Plan Package

In Support of Rezoning Application REZ No. 2-2026

Property Address	1915 N Singleton Avenue, Titusville, FL 32796
Parcel / Size	Approximately 7.5 acres
Current Zoning	R-1B (Single-Family Medium Density)
Requested Zoning	GU (General Use)
Existing Ag Classification	BCPAO 6730 – Bees / Honey Farm (bona fide agricultural use)
Owner / Applicant	Justin Dunlap – Space Chicken Farm / Southern Unique Sustainability
Plan Date	August 2026

CRITICAL COMPLIANCE STATEMENT

No buildings, poultry houses, mobile coops, stables, or animal structures will be located within fifty (50) feet of any property line. This plan demonstrates full compliance with Titusville Land Development Regulations Section 28-61(c)(1) for agricultural pursuits in the General Use (GU) zoning district. All mobile poultry coops will be operated and relocated exclusively outside the 50-foot buffer zone at all times.

PURPOSE OF THIS PLAN

This Conceptual Site Plan is submitted in support of the request to rezone the subject property from R-1B to General Use (GU). The plan illustrates the existing and proposed low-intensity, regenerative agricultural operation known as Space Chicken Farm. It is offered as a binding concept plan for the limited purpose of demonstrating compliance with GU dimensional standards and the agricultural setback requirements of LDR Sec. 28-61. Final placement of movable elements (mobile coops) may vary provided the 50-foot setback is maintained at all times.

KEY FEATURES OF THE OPERATION

- Pasture-based poultry (mobile coops on trailer beds)
- Honey bee apiary, livestock pastures
- Row crops / berries / Fruit Trees
- Limited on-site egg and produce processing, packing, and sales of products produced on the property (consistent with Sec. 28-63)
- Agricultural facilities to include but not limited to; dry storage, cold storage, equipment storage, feed storage, livestock shelters, agricultural offices, barns, and greenhouses, wells, and septic
- Compact gravel access roads with two gated entrances from N Singleton Avenue
- Existing FPL overhead service already installed (transformer and meter cans in place)

REGULATORY & POLICY ALIGNMENT

This plan and the proposed GU zoning are consistent with: (1) the purpose of the GU district (areas where urban services are not presently available – LDR Sec. 28-321); (2) Florida's Right to Farm Act (§ 823.14) and Agricultural Lands and Practices Act (§ 163.3162); (3) Agritourism preemption under §§ 570.85–570.86 once agricultural classification is maintained; and (4) the City of Titusville's adopted Sustainability Action Plan (2023) objectives regarding urban agriculture, regenerative practices, and waste diversion.

Prepared for submission to City of Titusville Planning & Zoning Commission – September 2026

Southern Unique Sustainability LLC | Conceptual Site Plan in Support of REZ No. 2-2026 1915 N Singleton Ave, Titusville, FL 32796

EXISTING CONDITIONS & FPL OVERHEAD SERVICE

Aerial view showing existing FPL infrastructure already installed on the property and current agricultural use areas.



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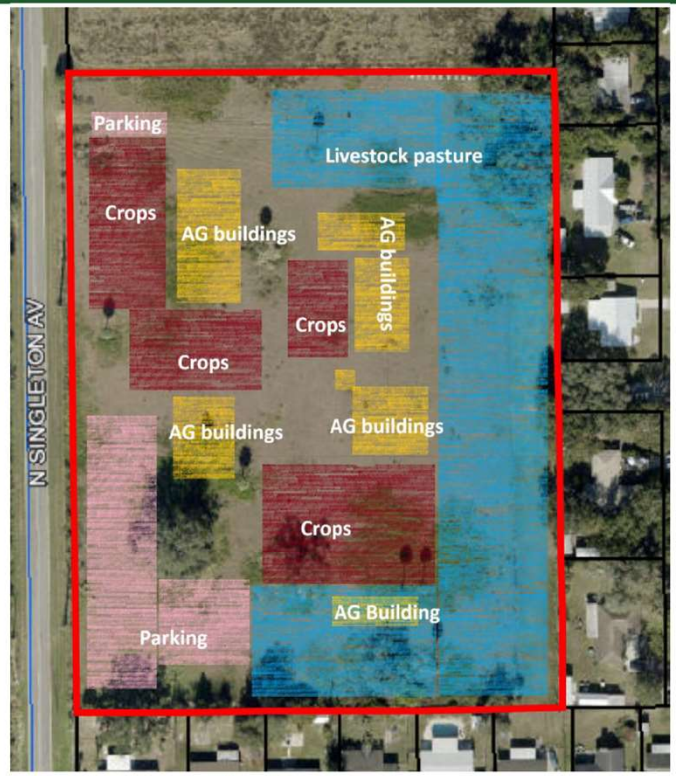
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Southern Unique Sustainability LLC | Conceptual Site Plan in Support of REZ No. 2-2026 1915 N Singleton Ave, Titusville, FL 32796



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PROPERTY KEY / LEGEND & OPERATIONAL NOTES

Structure & Feature Key

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Respectfully submitted,

Justin Dunlap
Owner – Space Chicken Farm / Southern Unique Sustainability LLC
August 2026

3022652

2026

APPLICATION AND RETURN FOR AGRICULTURAL CLASSIFICATION OF LANDS

Section 193.461, Florida Statutes

DR-482
R. 01/23
Rule 12D-16.002, F.A.C.
Effective 01/23

FLORIDA

This completed application, including all required attachments, must be filed with the county property appraiser on or before **March 1 of the current tax year.**

Applicant name	Justin Dunlap	Return to (address of property appraiser)	
Property Address	1915 N Singleton Ave Titusville FL 32796		
Phone	813 493 2443		

Parcel identification number or legal description 21-35-20-00-535

Lands Used Primarily for Agricultural Purposes	Number of acres	How long in this use
Citrus		yrs
Cropland	1	1 yrs
Grazing land Number of livestock ____		yrs
Timberland		yrs
Poultry, swine, or bee yards	4	1 yrs
Aquaculture products		yrs
Other : apiculture (bees)	7.5	1 yrs

Agricultural Income from this Property Complete for the past 4 years.

Year	Crop or Use	Gross Income	Expense	Net Income
2026				
20__				
20__				
20__				

Date purchased 2/3/2026

Purchase price $290,000.00

Has a Tangible Personal Property Tax Return, Form DR-405, been filed with the county property appraiser for machinery and equipment? Form DR-405 is incorporated, by reference, in Rule 12D-16.002, Florida Administrative Code. ☐ yes ☑ no

If yes, name on the return: _____

Is the real property leased to others? If yes, attach copy of lease agreement. ☑ yes ☐ no

As of January 1 of this year, 2026 the lands listed above were used primarily for "bona fide" agricultural purposes. Bona fide agricultural purpose means "good faith commercial agricultural use of the land."

The property appraiser may require additional information (*including requesting an annual audited financial statement*) and will notify you if additional information or documentation is needed to determine eligibility for the classification requested. I will comply with any reasonable request.

I certify all information on this form and any attachment is true, correct, and in effect on January 1 of this year. If prepared by someone other than the applicant, the preparer signing this application certifies that this declaration is based on all information he or she has knowledge of.

Signature	Print name	Date
	Justin Dunlap	2/13/2026

For Record Purposes Only This acknowledges receipt of your Application for Agricultural Classification of Lands on 2·13·26 (Date) for the above described property.

Signature, property appraiser or designee — BREVARD County

Record of Action of County Property Appraiser Check the appropriate box below.

☐ 1. Application approved and all lands are classified agricultural
☐ 2. Application disapproved and agricultural classification of lands denied on all lands
☑ 3. Application approved in part and disapproved in part. Agricultural classification of lands approved on the following described portion. (Use the space below only for item 3. Space online will expand, if needed.)

APPROVED .15 ACRES OF AG FOR BEES

Signature, property appraiser — 2·18·26 Date

Explanation of operations

We are an organic sustainable farm moving from Loxahatchee (west palm beach, FL), we have been in operation since 2017 as a Bonafide farm. Our farm outputs are herbs, citrus, fruits, and vegetables, eggs, fruits. We use low density sustainable pasture practices to maintain a healthy environment for both the animals and community. Our Livestock includes two horse, 100-200 poultry, 3-4 miniature cattle, and 6 sheep. We plant crops and fruit tree with the pastured animals to provide shade, buffers, and nutrient support for both animals and plants. For our pastures and crop areas we use rotational grazing to maintain healthy soil development as we increase the topsoil depth and beneficial biodiversity.

Waste management

For the past 8+ years we have never needed more that 2 standard trash cans for our operations, this includes agricultural activities and day to day operations. As we expand we could potential request and small dumpster if necessary beyond the foreseeable future. Rinsing and cleaning produce and eggs has very little water use since we use a bubbler wash for the produce and have roll away egg connection. We also follow all requirement/regulations to maintain our limited poultry operations permit regulated by FDACS (Florida Department of Agriculture and Community Services) which also includes the need for food permits. In the future we are working to get a USDA's eggshell processing license which involves further be regulations and guidelines for food handling, safety, and facility management. We currently use less than 120 gallons per week to wash rinse and package our produce and egg products have negligible impact on septic system operations.

Traffic Impacts

The average expected daily visitors on the farm is projected to be less than 10 people per day and less than 100 people per agricultural activity (approximately 5 per year). As most of our products are delivered to other small distributors or farmers markets. Parking is located on the southwest corner of the farm as previously mentioned at the staff meeting. These will not have impact on any local transportation. See updated site plan concept for parking locations. There are no transportation facilities anywhere near the farm, this is not a commercial facility. With our internal pathways and designated areas for parking we should be able to accommodate 80 to 120 vehicles at any given time if necessary but highly unlikely event. We do not have regular heavy equipment or large truck deliveries at any time, high value low volume farm operation that does not need regular large inputs. We do not operate heavy machinery for our day-to-day farm operations. We all follow local noise ordnances during all farm activities. Because our farm does not participate in any heavy truck loads or heavy delivery trucks. This is a small-scale livestock farm. The proposed farm would be less traffic than current zoning density that has been mentioned multiple times throughout the staff report of 43.5 homes.

Residential impact concerns

The animals kept on this farm have less noise than a residential cat or dog. There is no equipment traffic on the property since there is no need for heavy equipment during operations. The farm also follows guidelines for noise ordnances of the city of Titusville. We farm in low stocking density, small scale, and aerobic environment. Academic data proves that neighbor conflicts (like severe noise and odor) are almost exclusively caused by high-density Concentrated Animal Feeding Operations (CAFOs), not micro-scale pasture systems. There are no odors from our farm as we use pasture practices that prevent any odors. We respect our neighbors and have no desire to make any conflict.

Low density farming does not create any nuisance noise, dust (pasture grass = no dirt no dust) or odor this is an extreme opinion by staff that has no basis or documentation to back the opinion. There is no nuisance lighting used in these farm practices. Health and safety will be positively impacted by the creation of organic products that have high health values, improving welfare of the community. The studies of interactions with livestock have been proven to improve mental health for veterans adults and children and people with disabilities. The farm would reduce potential noises and light pollution from current zoning 43.5 residents units as per R-1B, those units would create more noise and pollution from heavy chemical lawn fertilizers, auto runoff, more flooding issues for the surrounding local residents, because of more roadways, sidewalks, and general house foundations.

> Staff comment "The rezoning does not meet the criteria described in Section 34-40 of the Land Development Regulations. This recommendation is based on the findings listed by staff, 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."
>
> Response

Response to Staff Recommendation – Rezoning to GU (Agricultural)

Staff recommends denial, stating the request "does not meet the criteria described in Section 34-40 of the Land Development Regulations." That conclusion is conclusory and does not identify which specific criteria are allegedly unsatisfied. For the record, the City should specify each subsection of Section 34-40 claimed to be unmet and the factual basis for each.

Under **Chapters 163 and 166, Florida Statutes**, the City Council's decision on a rezoning is a **legislative act** entitled to a presumption of validity and will be upheld if supported by **competent, substantial evidence** in the record. Staff's recommendation is advisory; the Council may weigh the evidence differently and still act in accordance with Section 34-40, the City Charter, and the Comprehensive Plan.flsenate+2

The record demonstrates that the GU (agricultural) rezoning:

- Is consistent with Comprehensive Plan goals to preserve agricultural land and support local food production;
- Is more compatible with surrounding rural/agricultural uses than residential zoning, and reduces conflict by aligning zoning with the property's actual use as a bona fide farm;
- Serves the general welfare by providing local food, jobs, agritourism, and community benefits;
- Places less demand on public facilities than future residential development; and
- Conforms to the stated purpose of the GU district.

Florida law strongly supports agricultural use through the **Right to Farm Act (§ 823.14)**, agritourism preemption (**§ 570.85**), and agricultural classification (**§ 193.461**). The Attorney General's 2026 position criticizing overly restrictive local rules on rural/agricultural land further supports aligning local zoning with state policy.

For these reasons, the Council can reasonably conclude that the GU rezoning satisfies Section 34-40 and should approve the request

Florida Statutes Chapter 163 (Intergovernmental Programs / Growth Policy)

Chapter 163 governs local government comprehensive planning, land development, and protection for agricultural operations: [1, 2, 3]

- Florida Statute § 163.3162 (Agricultural Lands and Practices Act): Limits local government and state interference or duplicative regulations on reasonable, bonafide farm operations and standard agricultural activities. [1, 2]

- Florida Statute § 163.3163 (Agricultural Land Acknowledgment Act): Focuses on reducing land use conflicts between sustainable agricultural lands and neighboring residential areas, ensuring standard farm practices are not disrupted by contiguous development. [1]

- Comprehensive Planning Elements: Under Chapter 163, local governments must include agricultural land designations in their local comprehensive plans and Future Land Use maps. [1]

Florida Statutes Chapter 166 (Municipalities)

Chapter 166 governs the powers of municipalities, and it directly mentions agriculture regarding local taxation and exemptions: [1]

- Florida Statute § 166.231 (Municipal Services Tax): Allows a municipality to exempt the purchase of gas (natural, manufactured, or liquefied petroleum) and fuel oil used for agricultural purposes from municipal utility taxes. [1, 2]

- Definition of Agricultural Purposes: The statute explicitly defines this use as bona fide farming, pasture, grove, or forestry operations, including horticulture, floriculture, viticulture, dairy, livestock, poultry, bees, and aquaculture

General Farm information

Southern Unique Sustainability is working to help preserve Florida agriculture and create future community benefits, including:

- Sustainable and healthy food production.
- Family/community involvement days on the farm.
- Educational outreach to community organizations regarding agriculture and livestock.
- Job creation 3-4 Full time and 2-4 part time.
- Fresh produce, eggs, fruits, and more. Grow/raised on the farm. No chemicals ever.
- Onsite Cold food storage for food banks and food pantries

We intend to make this property a forever farm. The following are the Florida avenues for creating a Forever farm in Florida.

- FDACS Rural and Family Lands Protection Program (RFLPP) — designed exactly for working farms and ranches. Pays for development rights while allowing continued agriculture.
- Florida Forever program.
- USDA NRCS Agricultural Conservation Easement Program – Agricultural Land Easements (ACEP-ALE) — often works through a land trust or eligible entity.

Facts about the property

There is an existing a well, barn, septic, mobile office onsite. The property has been used for agriculture for over 25 years for both horse and cattle as per adjoining neighbor to the north. This has been confirmed by neighbors both to the south and east of the property.

Development has always been infeasible for the City, The City will not connect water or sewage lines to either property. City records indicate multiple attempts to request water and sewage which were all denied.

Other similar land near the farm

Properties to the west - 21-35-19-00-753, 21-35-19-00-500, 21-35-19-00-253, & 21-35-19-00-753 county owned conservation easement. These are 1,400 ft from the farm with no current residents between.

Property directly to the north is interested and has attempted to rezone the property to agricultural/GU but did not finish the process.

Properties to the north are residential agricultural with boarded horse and/or livestock. These are 1,200 ft away from the farm. 21-35-20-00-279, 21-35-20-00-276, 21-35-20-00-362, 21-35-20-00-305, 21-35-19-01-2-1, 21-35-19-00-20, 21-35-19-00-4, 21-35-18-00-798

Sustainability Action Plan Implementation Matrix

	Action	Implementation Tool	Acting Agency		Estimated Time-frame	Estimated Cost	Focus Area Co-benefits
			Lead	Support			
Community & Livability							
Goal 1: *Improve sense of community and quality of life through services and programming that targets promoting inclusivity, equity, and empowerment.*							
1.1	**Objective: Increase citizen participation & engagement**						
1.1.1	Develop a public engagement guide	Planning Document	Community Development	Community Groups	**SHORT** 0-5 Years	$	
1.1.2	Collaborate with County agencies and local groups to conduct public education campaigns for social equity improvements.	Partnership	Community Development	Brevard County / Community Groups	**SHORT** 0-5 Years	$	
1.1.3	Develop a public engagement strategy to engage the entire community in the implementation of the SAP.	Planning Document	Community Development	Community Groups	**SHORT** 0-5 Years	$	
1.2	**Objective: Expand access to healthy foods & active lifestyles**						
1.2.1	Provide incentives to healthful food retailers to locate in underserved areas.	Incentives	Community Development	Chamber of Commerce	**SHORT** 0-5 Years	$	
1.2.2	Pilot an Urban Agriculture Program on Public Land.	Partnership	Community Groups	Public Works / Brevard County	**MEDIUM** 5-10 Years	$$	
1.2.3	Amend the zoning code to permit urban agriculture uses.	Land Development Regulations	Community Development	Community Groups	**SHORT** 0-5 Years	$	

Implementation timeframe estimated at ongoing, short term (0-5 years), medium term (5-10 years), or long term (10-15 years) based on workloads and anticipated budget needs.

Community & Livability · Water · Ecosystems & Resiliency · Smart Growth

Summary of Responses to Staff comments and review.

Attorney General Opinions similar to this matter –

1. If land is classified as agricultural land under § 193.461 (the "greenbelt" ag tax classification), local governments may not adopt or enforce any ordinance, regulation, rule, or policy that "prohibits, restricts, regulates, or otherwise limits an agritourism activity" on that land.

The Attorney General's office has issued an opinion applying this to a real project (TerraNova), concluding that the county could not enforce building permit or site plan requirements that limited agritourism activities (equestrian competitions and temporary participant accommodations) on bona fide farmland.

Key points:

Once you have agricultural classification under § 193.461, the City's ability to block or heavily regulate agritourism activities (events, educational programs, farm tours, etc.) is very limited.

This is a powerful argument for rezoning GU so the City's zoning matches the statutory protection already available under state law.

Citing: § 570.85 & § 570.86, Florida Statutes (Agritourism) and AGO opinion on TerraNova summarized at myfloridalegal.com

Rezoning the property from residential to GU (agricultural) would simply align the City's zoning with the property's actual use and with Florida's strong public policy in favor of protecting and promoting farm operations and agritourism. Denying or unduly restricting this rezoning could create unnecessary conflict with state law and expose the City to potential claims under the Bert J. Harris Private Property Rights Protection Act and state preemption doctrines, particularly in light of recent Attorney General positions criticizing overly restrictive local rules on rural and agricultural land.

Approving the rezoning supports local food production, job creation, agritourism, and the preservation of Florida agriculture, while reducing the risk of future land-use conflicts and litigation

2. In early 2026, the Florida Attorney General's Office issued a formal opinion/letter concerning local rural-boundary and growth-management restrictions that heavily limit agricultural and rural land uses. The AG concluded that such restrictions are "likely unconstitutional" and may violate the Bert J. Harris Private Property Rights Protection Act, signaling strong state-level support for property owners seeking to use rural land for agricultural purposes.

This position reinforces the Legislature's broader framework protecting bona fide farm operations (e.g., Right to Farm Act, § 823.14; agritourism preemption, § 570.85; agricultural classification, § 193.461). Rezoning the subject property from residential to GU (agricultural) aligns the City's zoning with this state policy and reduces the risk of future conflicts under the Right to Farm Act, agritourism preemption, and the Bert Harris Act

Rezoning to GU aligns local rules with state law and reduces legal exposure.

If the City keeps the parcel residential while you operate a farm, you get:

Neighbor complaints → nuisance claims → Right to Farm Act defense (§ 823.14).

Attempts to regulate agritourism → potential preemption challenge (§ 570.85).

Possible Bert Harris claim if regulations severely diminish value, especially in light of the AG's 2026 stance on rural/ag restrictions.

Dear Mr. Galindo and Planning Staff:

Thank you for the staff report on our request to rezone approximately 7.5 acres from R-1B to General Use (GU). We submit this concise formal response to correct material inaccuracies, address the analysis under Section 34-40, and request that staff revise its recommendation to support approval of GU zoning (with reasonable conditions tied to an updated binding concept plan if needed).

1. GU Zoning Directly Matches the District Purpose and Site Realities

LDR Sec. 28-321(a) states that GU is created for areas "where urban services are not presently available" and is intended to retain such lands pending the proper timing of economical provision of public services. Staff acknowledges that water, sewer, and reclaimed water are unavailable without main extensions the City has no plans to fund and has previously refused. Residential development under R-1B is therefore not practically feasible. GU is the appropriate designation.

2. Agricultural Classification, History, and State Preemption

The property carries BCPAO agricultural classification 6730 (Bees/Honey Farm). It has a documented history of agricultural use (horses and cattle) for more than 25 years. Florida Statutes §§ 163.3162 (Agricultural Lands and Practices Act) and 823.14 (Right to Farm Act) strictly limit local government authority to prohibit, restrict, or regulate bona fide farm operations on agriculturally classified land when those activities are governed by state BMPs or federal standards. Speculative claims of noise, odor, dust, pests, or lighting as inherent "nuisances" are preempted or unsupported for a low-intensity, pasture-based operation.

3. Compatibility and Comparative Impacts

Policy 1.14.4 requires consideration of existing and proposed uses. A low-stocking-density pasture farm with poultry, bees, limited livestock, and produce generates substantially less traffic, chemical runoff, impervious surface, and residential-scale pollution than the theoretical 43+ dwelling units possible under R-1B. Surrounding context includes vacant residentially zoned land without City utilities, a non-habitable structure to the north, and existing agricultural lands farther north. The proposed use is compatible.

5. Consistency with City Goals

Approval advances the City's Sustainability Action Plan objectives regarding urban and regenerative agriculture and aligns with recent City Council indication of support for creating agricultural use opportunities in Titusville. The northern property owner is willing to pursue compatible agricultural use; the existing structure there is already classified unsuitable for occupancy.

The rezoning is consistent with the Low Density Residential future land use via the Land Use/Zoning Matrix, fulfills the purpose of the GU district, and is the only realistic path forward given the absence of urban services. We respectfully request that staff revise its recommendation to support approval of REZ No. 2-2026, subject to an updated binding concept plan and any reasonable conditions that ensure setback compliance and low-impact operations.

6. Alignment with the Adopted Sustainability Action Plan (2023)

The City of Titusville adopted its Sustainability Action Plan on April 25, 2023. The SAP "serves as a roadmap to guide the efforts toward creating a resilient and thriving future" and contains six focus areas, seven goals, 28 objectives, and 87 actionable steps addressing environmental, economic, and social equity goals.

City staff and official communications have repeatedly tied urban agriculture and regenerative practices to SAP implementation. In August 2025, the Sustainability Coordinator participated in a tour of commercial composting and regenerative agriculture models (O Town Compost and 4Roots Farm Campus). The City's public statement noted that such models "align with the Sustainability Action Plan objectives for urban agriculture and the citywide 75 percent waste diversion goal" and "will work to progress the adopted Sustainability Action Plan's goals which include elements that promote urban agriculture, a more circular economy, and achieving a 75% waste diversion goals."

The Farm demonstrates of these objectives:

- Regenerative practices that build soil, capture carbon, support biodiversity, and reduce reliance on external inputs.
- On-site production of eggs, honey, berries, and related products that shorten the food supply chain.
- Low-impact land management consistent with Low Impact Development (LID) principles already incentivized by the City.
- Potential for educational outreach, community engagement, and modeling of practices that residents can adopt.

The farm operates with minimal demand on public infrastructure—far less than conventional residential development—while delivering measurable public benefits in local food production, ecosystem services, and resilience. Approving permanent agricultural-compatible zoning would allow the City to point to a tangible, private-sector example of SAP goals already being realized inside city limits.

7. Recent City Council Direction Supports Agricultural Opportunities

At the July 14, 2026 regular City Council meeting, in response to a request from the Mayor, Council indicated support for "creating an opportunity for an agricultural use in the City." This request provides a ready-made, already-operating opportunity that requires no new public expenditure and advances multiple adopted policies simultaneously.

8. Compatibility and Public Benefit

The property is a low-intensity regenerative homestead. It generates negligible traffic, stormwater, or utility demand relative to residential alternatives. In an area of Singleton Avenue that has seen conservation and wetland sensitivity raised in recent land-use discussions, a working farm that improves soil health and manages land regeneratively is more compatible with long-term environmental goals than holding the land in a transitional GU designation awaiting denser development.

The request does not seek intensive commercial agriculture or industrial-scale operations. It seeks regulatory stability for the existing scale of activity (poultry, bees, berries, pasture) and the ability to continue limited on-site sales and educational activities consistent with Sec. 28-63.

We are available to meet prior to the September 2 Planning and Zoning Commission hearing to review the updated plan and answer any remaining questions. Thank you for your consideration.

Respectfully submitted,

Justin Dunlap

Owner

Photos of Livestock at 1915 N Singleton Ave and property adjacent north











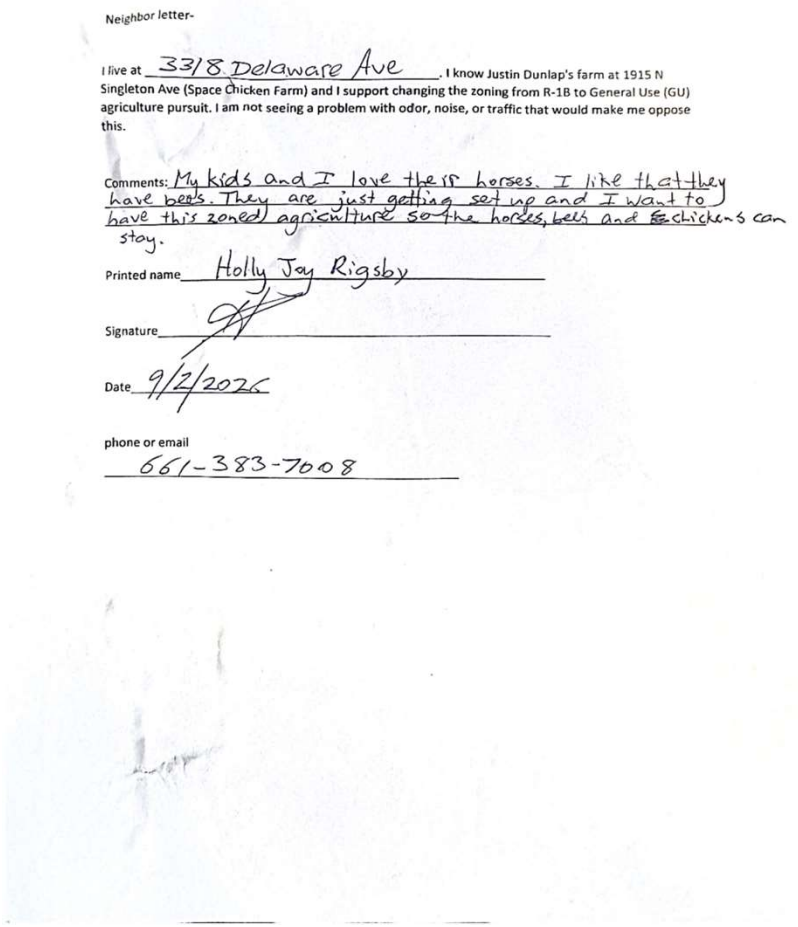


Neighbor Letter

"I am formally writing to help not only inform, but back up the current property owners claims, that their land has indeed housed livestock in the past. I personally boarded horses off and on from the years 2011 - 2018. Way back when I was barley 5 or 6, that pasture used to house cows. I remember every time my parents would slow the truck down as we drove by so I could look at them. At that point, I'm unsure of who owned it, but as memory serves the last known owner to me, was Mr. Kirk Sr. (R.I.P.). While I ever only met Mr. Kirk Sr. a handful of times, I was well acquainted with his daughter in law at the time, Consuelo Kirk. Our friendship began when she had given permission to a Tracy Ruppee (I believe her maiden name was Chandler) To keep her horses out there to get them off of a sand lot. Very shortly after Ms. Kirk was fortunate enough to be able to have her own horses on the property. I was permitted to come and go and borrow horses pretty much as I pleased in exchange for training some of them. After graduating high school May of 2011, I was able to finally afford a horse of my own, and I was blessed by Mrs. Kirk, who let me keep him on her property (1915 N Singleton Ave.) free of charge, just help feed all of the horses a few days out of the week. Our friendship continued and I kept horses there off and on, and even after moving away to Georgia. It wasn't until the later part of 2019 that the horses had to be moved very suddenly due to an unexpected, and detrimental divorce. Mrs. Kirk filed for divorce from Mr. Kirk after some very personal things came to light, along with his arrest. (August 2019) Titusville Man Arrested After Hosting House Party With Over 100 Teens, Providing Alcohol - Space Coast Daily I personally helped move 6 horses from the property when everything had to be done. There were nearly 10 separate individuals who kept their horses on the property during this time frame as well. On the bottom of my correspondence I will name and give any information that I can to get in contact with them. I for one, wholeheartedly support this land being zoned agriculturally. Titusville is a booming city; it would do the community a lot of good having a Farm to Table like place that, Justin, is proposing to set up. If you were to go door to door with every household that backs up to this property (1915 N Singleton Ave.) I can guarantee every individual would vote for it to go agriculture. No one wants anymore houses or subdivisions. That's just my two cents. I have attached a few pictures of horses at the property in question, but the few pictures is nothing to the hundreds I have with dates, which I will happily compile and print off if needed."

Best Regards,

Melanie Byrd



Neighbor letter-

I live at 3318 Delaware Ave. I know Justin Dunlap's farm at 1915 N Singleton Ave (Space Chicken Farm) and I support changing the zoning from R-1B to General Use (GU) agriculture pursuit. I am not seeing a problem with odor, noise, or traffic that would make me oppose this.

Comments: My kids and I love these horses. I like that they have bells. They are just getting set up and I want to have this zoned agriculture so the horses, bells and chickens can stay.

Printed name Holly Jay Rigsby

Signature

Date 9/2/2026

phone or email
661-383-7008

City of Titusville, Florida
Business Impact Estimate

This form should be included in the City Council agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Titusville website by the time notice of the proposed ordinance is published, excluding the exceptions provided in 166.041(4), Florida Statutes.

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING ORDINANCE NO. 5-1993 BY AMENDING THE ZONING MAP MADE PART OF SAID ORDINANCE BY REFERENCE, BY CHANGING THE ZONING CLASSIFICATION ON PROPERTY LOCATED AT 1915 N 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.

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.*]

Ad#12569065 8/26/2026

CITY OF TITUSVILLE, FLORIDA NOTICE OF PROPOSED ENACTMENT OF TITUSVILLE CITY ORDINANCE AND PUBLIC HEARINGS WITH RESPECT THERETO

8-26-26

PLEASE TAKE NOTICE that the City Council of the City of Titusville will hold a public hearing on **Tuesday, September 22, 2026**, at a meeting commencing at **6:30 p.m.**, in the Council Chamber on the second floor of City Hall, 555 South Washington Avenue, Titusville, Florida 32796, to hear interested persons with regard to **Rezoning Application No. 2-2026** – proposing to amend the zoning district (classification) on 7.5+/- acres of property located at 1915 N Singleton Avenue, Titusville, Florida 32796 (Brevard County Parcel ID No. 21-35-20-00-535), from the Single-Family Medium Density (R-1B) zoning district to the General Use (GU) zoning district, as submitted by Justin Dunlap, Owner. At the same meeting, the City Council proposes to enact the following ordinance for adoption:

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 N 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.

PLEASE ALSO TAKE NOTICE that on **Wednesday, September 2, 2026,** at a meeting commencing at 6:00 p.m., the Planning and Zoning Commission, the Local Planning Agency, will hold a public hearing to hear interested persons with regard to these matters and the proposed aforementioned application and ordinance for recommendation to the City Council. These meetings and the public hearings will be held in the Council Chamber, on the second floor of City Hall, 555 S. Washington Avenue, Titusville, FL 32796.

The proposed application and ordinance may be inspected by the public in the City of Titusville Planning Department during normal business hours, Monday through Friday (excluding holidays and weekends). All interested parties are hereby advised that they may appear at said meetings and public hearings and be heard with respect to the proposed application and ordinances. These matters are subject to the quasi-judicial rules of procedure.

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

Reviewed
10/23/26
PT

Ad#12721560 10/23/2026

CITY OF TITUSVILLE, FLORIDA
NOTICE OF PROPOSED ENACTMENT OF TITUSVILLE CITY ORDINANCE AND PUBLIC HEARINGS WITH RESPECT THERETO

PLEASE TAKE NOTICE that on October 13, 2026, at a regular meeting of the City Council of the City of Titusville, Florida, the City Council enacted *Rule 13* of *Section 2-26* of the *City of Titusville Code of Ordinances* and approved a motion to reconsider the previous motion to approve *Rezoning Application No. 2-2026 – Farm Land at 1915 North Singleton Avenue*, which passed, at the regular City Council meeting on September 22, 2026, at 6:30 p.m.

PLEASE ALSO TAKE NOTICE that the City Council of the City of Titusville will hold a public hearing on **Tuesday, November 10, 2026**, at a meeting commencing at **6:30 p.m.**, in the Council Chamber on the second floor of City Hall, 555 South Washington Avenue, Titusville, Florida 32796, to hear interested persons with regard to **Rezoning Application No. 2-2026** – proposing to amend the zoning district (classification) on 7.5+/- acres of property located at 1915 N Singleton Avenue, Titusville, Florida 32796 (Brevard County Parcel ID No. 21-35-20-00-535), from the Single-Family Medium Density (R-1B) zoning district to the General Use (GU) zoning district, as submitted by Justin Dunlap, Owner. At the same meeting, the City Council proposes to enact the following ordinance for adoption:

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florida today

Govt Public Notices

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10/23/26
PT

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Wanda F. Wells, MMC, City Clerk, City of Titusville
555 South Washington Avenue, Post Office Box 2806, Titusville, Florida 32781-2806
Phone 321-567-3686 and
Fax 321-383-5704

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Professional Planning and Engineering Consulting Services - Royal Oak**

Department/Office: Community Development

Recommended Action:

Provide direction related to the Royal Oak Professional Planning & Engineering Consulting Services Project.

Summary Explanation & Background:

On February 10, 2026, the City Council denied the Transmittal of Comprehensive Plan Amendment (CPA) No. 2-2025 for the Gemini Lakes proposed development and directed staff to conduct a study of the Royal Oaks golf course.

On May 12, 2026, Council considered a proposal from AECOM under the City's Continuing Consultant Contract in the amount of $77,510 to develop alternative scenarios and recommend strategies for the redevelopment of the former Royal Oak Golf Course. The proposal was rejected by the City Council. The Council discussed including a stormwater analysis in the scope of work and staff issue a Request for Qualifications for the project.

A Request for Qualifications (RFQ #26-Q-045TB), Professional Consulting and Engineering Services for the Royal Oak Study, was advertised on June 17, 2026, on Euna OpenBids and the City's website. The solicitation was broadcast through Euna OpenBids to 1009 registered firms for related commodity codes and 15 supplemental - known service provider contacts, resulting in 36 plan holders and three submitted proposals received on July 13, 2026. An Evaluation Committee consisting of Kent Burnaw - Neighborhood Services Technician, Kevin Cook, P.E. – Assistant City Manager, Eddy Galindo - Principal Planner, Mark Jones - Plan Review Technician, and Sandra Reller – Public Works Director, convened on July 29, 2026, to hear oral presentations and evaluate the three responding firms. After discussion, scoring and ranking the proposals, the committee unanimously recommended (5-0) to request council approval of the rankings and authorize staff to negotiate a contract with the top-ranked firm, Zev Cohn & Associates.

On August 11, 2026, the staff recommended that City Council approve the rankings and final recommendation of the top-ranked firm responding to RFQ #26-Q-045 TB, Professional Consulting and Engineering Services for the Royal Oak study. The City Council approved the second ranked firm (Tetra Tech, Inc) and authorized staff to enter into contract negotiations with the firm.

On August 12, 2026, staff opened the Consultant's sealed price proposal.

On August 31, 2026, the Negotiating Committee consisting of Brad Parrish – Community Development Director, Kevin Cook, P.E. – Assistant City Manager, Eddy Galindo – Principal Planner met with representatives of Tetra Tech to discuss adjustments to the proposed scope of services and fee. Tetra Tech's initial proposal was $198,012.38. The Negotiating Committee requested revisions to the scope of services and associated costs in an effort to reduce the overall project cost while maintaining the key objectives of the study. Tetra Tech subsequently revised its proposal to $164,245.21.

On September 14, 2026, the Negotiating Committee convened and approved the final scope and project cost at $164,245.21.

At the direction of City Council, the negotiated scope of services and project cost of $164,245.21 with Tetra Tech, Inc. are being presented for Council consideration. Should Council authorize staff to proceed, a final contract and any necessary budget amendment will be brought back to City Council for consideration and approval prior to execution.

Alternatives:
Do not approve the negotiated proposal or provide additional direction to staff.

Item Budgeted:
Budget will be provided at a later date if approved.

Source/Use of Funds/Budget Book Page:
Will require a budget amendment if moving forward

Strategic Plan:
Goal 2: Efficient & Effective Services

Strategic Plan Impact:
This action supports providing effective services by providing a review of the Royal Oak property.

ATTACHMENTS:
1. Tetra Tech RFQ CO-26-Q-045 TB-Royal Oak
2. Tetra Tech Proposal_ Revised

3. TetraTech Original Fee Proposal

TAB 1.

City of Titusville

Professional Planning & Engineering Consulting Services-Royal Oak

Tetra Tech Authorized Officer: William R. Brownlie, PhD, PE 626-470-2302
Tetra Tech Program Manager: Jennifer Kremer 321-289-8577
823 N. Cocoa Blvd, Suite D, Cocoa, FL 32922



July 13, 2026
RFQ CO-26-Q-045 TB

TETRA TECH

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Tetra Tech, Inc.
823 N. Cocoa Blvd, Suite D
Cocoa, FL 32922
321-289-8577
tetratech.com

TAB 3. LETTER OF TRANSMITTAL

July 9, 2026

Tracy Bailey

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

Re: RFQ CO-26-Q-045 TB – Professional Planning & Engineering Consulting Services-Royal Oak

Dear Ms. Bailey,

Tetra Tech appreciates the opportunity to submit our qualifications for RFQ CO-26-Q-045 TB, Professional Planning & Engineering Consulting Services – Royal Oak. We understand that the City of Titusville is seeking a qualified consultant team to provide planning and engineering support for a project that requires technical rigor, sound judgment, and a collaborative approach with City staff and stakeholders.

Tetra Tech is well positioned to support the City with the requested services, including planning analysis, engineering evaluation of stormwater and drainage systems, development of land use scenarios, cost-benefit and fiscal impact analysis, public engagement support, and preparation of reports and presentations. With experience delivering integrated planning and engineering services for public-sector clients, including redevelopment of multiple Florida golf course sites, Tetra Tech brings the technical depth, organizational capacity, and quality-focused approach needed to help the City advance a clear and defensible path forward.

Tetra Tech will work closely with the City to provide a responsive, data-driven process that is aligned with the project schedule and the City's goals. The proposed team is prepared to bring the right combination of technical expertise and project management support to ensure efficient coordination, clear communication, and timely deliverables. Jen Kremer, Tetra Tech's main point of contact and Program Manager for this effort, is local to Titusville and will help facilitate direct communication and strong local coordination throughout the project.

Tetra Tech designates the following individual as an authorized representative for this proposal and for communications related to this RFQ:

Jennifer Kremer, Senior Project Manager
823 N. Cocoa Blvd, Suite D, Cocoa, FL 32922
321-289-8577

Tetra Tech further confirms that this letter of transmittal is signed by an authorized officer of the firm, as reflected in the current Sunbiz corporate records. We appreciate the City's consideration of this submittal and look forward to the opportunity to support this important initiative.

Sincerely,



William R. Brownlie, PhD, PE

Senior Vice President, Chief Engineer

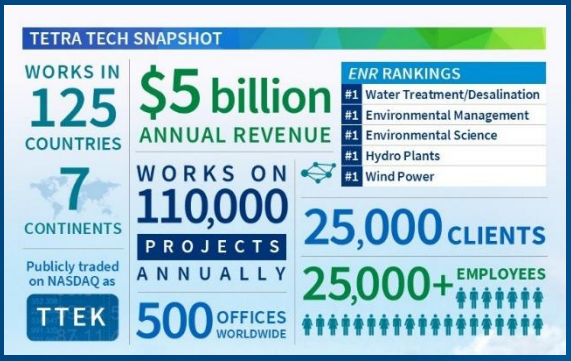
TAB 4. FIRM AND PERSONNEL QUALIFICATIONS

Firm & Key Personnel Profile, Qualifications and Experience

Founded in 1966, Tetra Tech has grown into one of the world's leading providers of consulting, engineering, and technical services focused on water, environment, infrastructure, and sustainable development. Today, our team of more than 25,000 professionals deliver over 110,000 projects annually across 125 countries. Despite our global reach, we remain grounded in the same mission that has defined our company for more than six decades of working in Central Florida, providing science-driven solutions to complex environmental and infrastructure challenges. Our Leading with Science® philosophy combines technical excellence, innovation, regulatory expertise, and practical problem-solving to help clients make informed, defensible decisions that create long-term value for their communities.

Tetra Tech's complete **Architect Engineering Qualifications - Standard Form 330 (SF330)** is included in the Appendix at the end of this document.

While Tetra Tech brings global resources and national experience, this project will be delivered by a team with a strong local presence on Florida's Space Coast. Our professionals live and work in the communities we serve and are supported by established offices in Cocoa and Orlando, Florida and remote staff positioned in Titusville, Florida, located just minutes from the Royal Oak property. This proximity provides the City with direct access to project managers, planners, engineers, environmental scientists, and public engagement specialists who understand the region's infrastructure systems, environmental conditions, regulatory framework, and the unique opportunities and challenges associated with continued growth along the Space Coast, and are aware of the specific local stakeholder interest in the future land use on this property. Our local presence enables responsive service, efficient field coordination, meaningful



Tetra Tech at a Glance

- Global Reach: Operating in 125 countries across 7 continents
- Scale of Impact: Over 110,000 projects annually for 25,000 clients
- Global Workforce: More than 25,000 employees in 500 offices worldwide



#1 ENR Rankings

- Water Treatment/Desalination
- Environmental Management
- Hydro Plants
- Wind Power

stakeholder engagement, and close collaboration with City staff throughout every phase of the project. The key personnel assigned to this project are identified below.

Jen Kremer – Program Manager / Primary City Contact
321-289-8577, jen.kremer@tetratech.com
823 N. Cocoa Blvd, Cocoa, FL 32922 (remote in Titusville)

Jen will serve as Tetra Tech's primary point of contact for the City and will support overall project coordination, communication, stakeholder outreach, and administrative oversight. She is responsible for facilitating communication with City staff and local stakeholders and ensuring timely coordination throughout the life of the project.

Tim Ziegler, PE – Project Manager / Technical Lead
407-839-3955, tim.ziegler@tetratech.com
823 N. Cocoa Blvd, Cocoa, FL 32922

Tim will serve as the technical lead for the project and will be responsible for overall project execution, coordination of technical tasks, schedule management, quality control, and delivery of all project work products. As a licensed Professional Engineer, Tim will provide oversight of the stormwater and infrastructure-related components of the study and ensure the work is completed in accordance with applicable standards and RFQ requirements.

Erik Genga – Lead Planner
267-575-0704, erik.genga@tetratech.com
2000 Linglestown Rd, Suite 203, Harrisburg, PA 17110

Erik will support redevelopment scenario development, planning analysis, and alignment of project recommendations with City goals and implementation considerations. He will help lead analysis related to land use, redevelopment strategy, cost-benefit considerations, and long-term planning implications.

Erika Hughes – Community Engagement and Outreach
RVi Planning + Landscape Architecture
407-680-0650, ehughes@rviplanning.com
111 N Magnolia Ave, Suite 1350, Orlando, FL 32801

Erika will lead the development and implementation of outreach materials, public engagement activities, and communication support for stakeholder participation throughout the project. She will help organize workshops, track public input, and prepare summaries that document how community feedback informs the study process and final recommendations.

Matt Shelton – Community Engagement and Outreach
321-636-6470, matt.shelton@tetratech.com
823 N. Cocoa Blvd, Cocoa, FL 32922

Matt will support community engagement and outreach efforts by assisting with stakeholder coordination,

public meeting logistics, and preparation of engagement materials and summaries. He will help ensure a coordinated, responsive, and effective engagement process.

Gina Behnfeldt, MPA – Planning Economic Analyst
215-702-404, gina.behnfeldt@tetratech.com
2 Braxton Way, Suite 225, Glen Mills, PA 19342

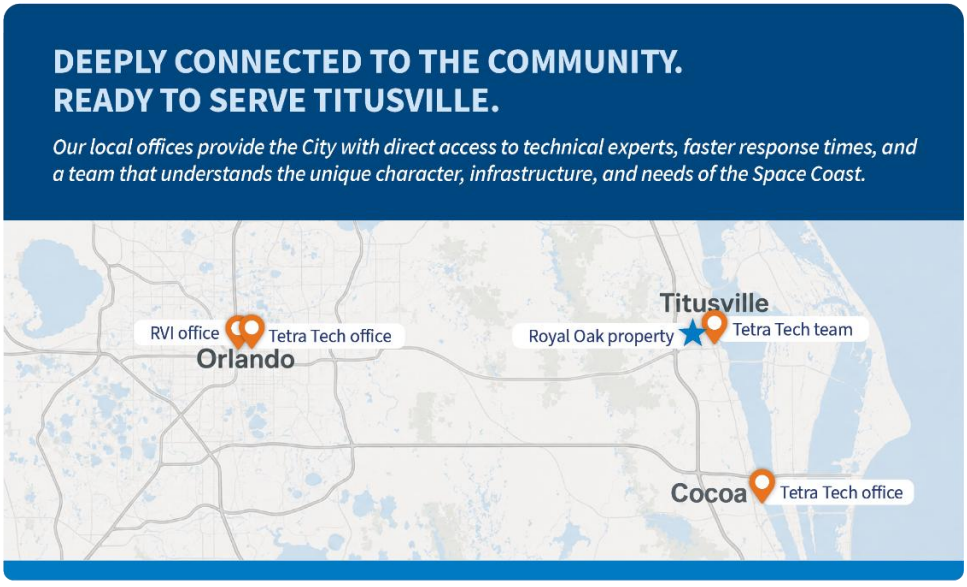
Gina will support the project team as the Economic Analyst, providing analysis related to fiscal impacts, costs and benefits, and long-term economic considerations associated with redevelopment alternatives. She will help evaluate capital and operating cost considerations, public service implications, and other economic factors to support clear, defensible comparisons of redevelopment scenarios.

Dave Giddens, PG, Environmental and Remediation Lead
407-480-3917, dave.giddens@tetratech.com
201 E. Pine St, Orlando, FL 32801

Dave will support the project team with environmental site assessment (ESA), remediation coordination, and related technical input to inform redevelopment scenarios and site recommendations. As a licensed Professional Geologist with extensive golf course assessment and redevelopment experience, he will contribute environmental due diligence, regulatory coordination, and technical review while supporting the Project Manager and Program Manager as needed.

Jaime McClung, PE, Quality Assurance/Quality Control (QA/QC) Lead
407-839-3955, jaime.mcclung@tetratech.com
823 N. Cocoa Blvd, Cocoa, FL 32922

Jaime will provide independent review of technical work products, consistency, and completeness to maintain Tetra Tech's quality standards and ensure deliverables are accurate, coordinated, and responsive to the City's requirements.



Litigation

In the normal course of business, Tetra Tech is subject to certain regulatory actions, claims and lawsuits typically filed against the engineering and consulting professions, including contractual disagreements, workers' compensation, personal injury, and other similar lawsuits. Tetra Tech maintains insurance coverage for its business and operations, subject to certain deductibles and policy limits against such claims. As described in Tetra Tech's most recent quarterly and annual reports filed with the U.S. Securities and Exchange Commission, Tetra Tech believes that the resolution of any such claims, actions or lawsuits will not have a material effect on its financial position or results of operations.

TAB 5. EXPERIENCE – SIMILAR PROJECTS

Projects

Tetra Tech has extensive experience delivering planning, engineering, environmental, and public engagement services on projects similar to the Royal Oak Professional Planning and Engineering Services effort. The representative projects below, also included on SF330 Part F in the Appendix, demonstrate the firm's ability to coordinate multidisciplinary teams, manage public-sector stakeholders, and develop practical, defensible recommendations for redevelopment and reuse.

Similar Size, Scope, and Complexity

1. Investigation, Remediation, and Strategic Consulting and Future Development Planning at Cabot/Koppers Superfund Site

Client: Beazer East, Inc./ Three Rivers Management, Inc.
Contact: Michael Slenska, PE, Senior Environmental Manager
Contact Info: 412-208-8867, no fax, mike.slenska@trmi.biz
Performance Period: 2004 – ongoing
Annual contract amount: Varies, $6.5 Million total

With the intent of planned future land use Tetra Tech completed Remedial Investigation (RI) and Feasibility Study (FS) activities in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and is currently supporting Remedial Design (RD) and Remedial Action (RA) at the 90-acre Cabot/Koppers Superfund Site in Gainesville, Florida. The project involves complex soil and groundwater impacts associated with historic wood-treatment operations, including creosote Dense Non-Aqueous Phase Liquid (DNAPL), dissolved-phase polycyclic aromatic hydrocarbons (PAHs), pentachlorophenol, arsenic, and dioxin. Tetra Tech developed an updated Conceptual Site Model using detailed field characterization, installed a site-wide multi-port monitoring well network to evaluate complex geology and vertical hydraulic gradients, and prepared groundwater flow and transport modeling and three-dimensional plume visualization tools to support remedy selection and design.

Throughout the project, Tetra Tech facilitated cooperation among the Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP), the potentially responsible party (PRP), and local stakeholders through an open community involvement process that included workshops, site tours, and coordination with officials and community members. Based on the investigation and feasibility study, Tetra Tech supported a comprehensive and cost-effective remedy that includes in-situ geochemical stabilization, subsurface cutoff wall installation, stormwater improvements, capping, and off-site soil replacement at 100 neighboring residential parcels. Although the property remains zoned for its historic industrial use during remediation, the selected remedy was developed to support the site's long-term transition to recreational and open space uses following cleanup. . Tetra Tech is currently providing engineering, construction oversight, and management of the selected remedy, which reflects the firm's ability to integrate technical analysis, public involvement, and long-term remediation strategy on a highly complex site.

2. Stormwater Master Planning for St. Lucie County

Client: St. Lucie County Public Works Department
Contact: Dan Zrallack, PE, County Engineer
Contact Info: 772-462-1667, no fax, zrallackd@stlucieco.org
Performance Period: 2022 – ongoing
Annual contract amount: Varies, $2.29 Million total

As stormwater master planners, Tetra Tech was selected by St. Lucie County to update a countywide Stormwater Master Plan that was more than 30 years old and no longer reflected current development patterns, regional water management facilities, or evolving stormwater and resiliency needs. Tetra Tech gathered, organized, and cleaned existing data, developed a geodatabase from geographic information system (GIS) layers and digitized information, and interviewed key stakeholders including County Commissioners, both cities, water control districts, and homeowners' associations to incorporate local knowledge and identify current and future stormwater management concerns. Using this information, Tetra Tech divided the County into smaller basins and selected five priority basins for detailed analysis. For each basin, Tetra Tech developed interconnected pond routing (ICPR) models to evaluate existing stormwater infrastructure and future conditions associated with flooding, water quality, climate change, sea level rise, planned water management projects, and anticipated land use changes. Tetra Tech then identified and evaluated cost-effective capital improvement projects, including traditional stormwater, green infrastructure, and low-impact development options, and prepared conceptual exhibits, preliminary opinions of probable construction cost, and benefit-cost analyses for selected projects. In parallel, Tetra Tech reviewed the County's Comprehensive Plan and Code of Ordinances and recommended revisions to support stormwater management, resiliency goals, and redevelopment-friendly stormwater practices. Tetra Tech also led an extensive public engagement effort that included in-person workshops, webinars, website and social media content, fact sheets, FAQs, artist renderings, and online surveys. The resulting Stormwater Master Plan will provide prioritized projects and funding recommendations to help the County implement long-term stormwater and resiliency improvements.

3. John Deere Orlando Training Center Engineering Services

Client: Russell Construction
Contact: Tyler Shatek, Project Manager
Contact Info: 563-459-4600, no fax, tshatek@russellco.com
Performance Period: 2023 - 2025
Annual contract amount: $100,000

Tetra Tech provided site planning, design, and civil engineering services for the John Deere Orlando Training Center to support the development of a new training building, covered pavilion, concrete pads around the lake, graded gravel storage area, and associated site improvements. The project scope included concept planning, site layout, stormwater design, utility connection planning, grading, and permitting to

support entitlements for the proposed improvements. Tetra Tech developed concept plans, design development plans, and construction documents that addressed parking revisions, stormwater inlets and swales, utility layouts, preliminary grading, stormwater pollution prevention plan (SWPPP) requirements, and coordination of finish floor elevations with the project team.

In addition to site design, Tetra Tech completed geotechnical site exploration and prepared an engineer's opinion of probable cost to support project planning and decision-making. The team also advanced permitting efforts, including Orange County site engineering permitting, St. Johns River Water Management District (SJRWMD) permit modification, FDEP domestic water permit modification, and Florida Department of Health (FDOH) wastewater/septic permit coordination. Tetra Tech provided construction administration services throughout the construction phase, including shop drawing review and approval, response to requests for information (RFIs), coordination with site contractors, and review of as-built drawings. This project demonstrates Tetra Tech's ability to integrate planning-level site engineering, stormwater and utility design, and permitting support into a coordinated redevelopment effort for an active site.

Comparable Open Space Reuse

1. **Former Sam Sneeds Golf Course Underground Storage Tank (UST) Closure, Asbestos Abatement, Waste Profiling/Disposal, Remediation Plan, Impacted Soil Removal, and Impoundment Cell Construction (2018 – 2021)**

   In support of site reuse planning, Tetra Tech completed environmental due diligence studies for the former Sam Snead's Golf Course that identified arsenic-impacted soil at residential-use concentrations, an unregistered 500-gallon petroleum underground storage tank, asbestos-containing materials, and other special wastes. Based on these findings, Tetra Tech prepared and implemented a remediation action work plan and site-specific health and safety plan to address the identified conditions through UST closure, tank cleaning and disposal, asbestos survey and abatement, waste profiling and disposal, and impacted soil removal. The planning and specification package was developed up front to reduce downtime during construction, avoid costly change orders, and support a safe, efficient field implementation.

   The project is a strong example of open space reuse and redevelopment planning because it transformed a former golf course site into a safer and more viable parcel for future reuse. Tetra Tech's work supported the transition from a previously developed recreational property with environmental constraints to a site that could be repositioned for productive long-term use. Tetra Tech then implemented the work plan and designed and constructed an on-site containment structure to permanently store arsenic-impacted soil removed from former putting green areas. The repository also served as a visual and sound barrier along the site's railroad boundary, creating a cost-effective solution that saved the client more than $1 million compared to off-site disposal. Approximately 8,000 cubic yards of impacted soil were relocated to the repository, and confirmation sampling verified that residual arsenic concentrations were below residential direct exposure limits.

The project was completed in accordance with FDEP voluntary cleanup guidance, with more than 600 manhours performed without injuries or lost-time incidents, demonstrating Tetra Tech's ability to combine planning, remediation, constructability, and safe redevelopment support into a successful land reuse effort.

2. **Premier Citrus Due Diligence, Site Assessment, and Conceptual Design (2019 – 2023)**

Tetra Tech worked with the Indian River County Department of Utility Services to evaluate and redevelop a 243-acre former agricultural property adjacent to the West Regional Wastewater Treatment Plant. The project began as a due diligence effort tied to the County's purchase of the property and included a Phase I and limited Phase II ESA, conceptual design for a reclaimed water storage reservoir, and evaluation of future permitting requirements. Tetra Tech anticipated likely environmental and permitting issues during proposal development and included a limited Phase II scope up front, allowing the team to move immediately into field work without additional procurement delays.

The project represented a significant land reuse effort, converting a large former agricultural property into a public utility water storage and infrastructure site. The Phase I ESA identified aboveground and underground storage tanks along with historical pesticide and herbicide use. Sampling confirmed petroleum and arsenic impacts above Florida Cleanup Target Levels, and Tetra Tech coordinated geotechnical borings, water balance analysis, and completed a conceptual reservoir design sized to receive 4 million gallons per day from the adjacent wastewater treatment plant. Tetra Tech also evaluated permitting requirements, estimated total project costs including design, permitting, construction, assessment, and remediation, and supported removal of aboveground storage tanks, compliance and consumptive use permitting, and repair/disconnection of an artesian well in preparation for demolition. This project demonstrates Tetra Tech's ability to combine due diligence, conceptual design, permitting review, and environmental assessment into a practical and implementable land reuse strategy.

References

Five client references for projects of similar size and scope are provided below.

Client	Project Information	Description of Services and Outcome
Beazer East, Inc./ Three Rivers Management, Inc. **Michael Slenska, PE** **Senior Environmental Manager** **412-208-8867** **mike.slenska@trmi.biz**	Investigation, Remediation, and Strategic Consulting at Cabot/Koppers Superfund Site (Gainesville, FL) $80 Million 2004 - Ongoing	• Performed RI/FS in accordance with CERCLA and supported RD/RA activities • Installed and evaluated monitoring well network; developed groundwater modeling and 3D plume visualization • Supported stakeholder coordination with EPA, FDEP, PRP, and local community members through workshops, tours, and ongoing engagement

Client	Project Information	Description of Services and Outcome
		• Designed and implemented key remedies, including ISGS treatment, cutoff wall, capping, stormwater improvements, and off-site soil replacement • Outcome: Supported selection and implementation of a comprehensive, cost-effective remedy for a highly complex contaminated site
St. Lucie County **Public Works Department** **Dan Zrallack, PE** **County Engineer** **772-462-1667** **zrallackd@stlucieco.org**	Stormwater Master Planning for St. Lucie County (St. Lucie County, FL) $2.29 Million 2022 - Ongoing	• Updated the countywide Stormwater Master Plan • Developed models for priority basins to assess existing conditions and future flooding/water quality risks • Evaluated and prioritized capital improvement projects with conceptual exhibits and cost-benefit analysis • Reviewed Comprehensive Plan and Code of Ordinances and recommended revisions to support stormwater/ resiliency goals • Led a multi-format public engagement program including workshops, webinars, surveys, website/social media content, and outreach materials • Outcome: Produced an updated, implementation-oriented SWMP with prioritized projects and funding pathways for County action
Russell Construction **Tyler Shatek** **Project Manager** **563-459-4600** **tshatek@russellco.com**	John Deere Orlando Training Center Engineering Services (Orlando, FL) $173,750 2023 - 2025	• Provided civil engineering services for a new training center, pavilion, storage area, and site improvements • Developed concept plans, design development plans, construction documents, and probable cost estimate • Completed geotechnical exploration and coordinated stormwater, grading, utility, and SWPPP design • Supported permitting with Orange County, SJRWMD, FDEP, and FDOH • Provided construction administration support during construction, including shop drawing review, RFI responses, contractor coordination, and as-built drawing review • Outcome: Advanced a coordinated site engineering and permitting package

Client	Project Information	Description of Services and Outcome
		supporting entitlements for redevelopment of an active facility
DR Horton, Inc. **Ed Perez** **VP, Environmental Manager** **813-390-8200** **eperez@drhorton.com**	Former Sam Sneeds Golf Course UST Closure, Asbestos Abatement, Waste Profiling/Disposal, Remediation Plan, Impacted Soil Removal, and Impoundment Cell Construction (Cocoa, FL) $318,000 2018 - 2021	• Completed Phase I/II ESAs and soil/groundwater assessment for a golf course redevelopment • Prepared and implemented remediation action work plan and site-specific health and safety plan • Performed UST closure, asbestos survey/abatement, waste profiling, and impacted soil removal • Designed and constructed soil repository/ containment cell, supporting open space reuse, space saving client over $1 million. • Outcome: Successfully completed voluntary cleanup and enabled safer redevelopment of a former golf course site with no injuries or lost-time incidents
Indian River County Department of Utilities **Eric Charest** **Assistant Director of Natural Resources** **772-226-1569** **echarest@indianriver.gov**	Premier Citrus Due Diligence, Site Assessment, and Conceptual Design (Vero Beach, FL) $163,000 2019 - 2023	• Large-scale land reuse project converting former agricultural property to reclaimed water storage • Performed due diligence, completed Phase I ESA, limited Phase II ESA, conceptual reservoir design, and permitting evaluation • Identified ASTs and contaminated soil/groundwater; supported tank removal, well repairs/disconnection • Developed conceptual reclaimed water storage reservoir design and estimated full project costs • Outcome: Enabled County to advance land reuse and water infrastructure project with minimal procurement delay

Letters of Recommendation

Below is a recent letter from Florida Power & Light Company, recommending Tetra Tech for environmental permitting service, ecological assessments, regulatory compliance, stormwater pollution prevention, and collaborative approach to a complex project.

Letter of Recommendation

May 5, 2025

To Whom It May Concern:

I am pleased to recommend Tetra Tech for their exemplary role in providing biological and ecological disciplines, particularly in the context of environmental permitting services for Florida Power and Light Company (FPL) and Florida Renewable Partners (RFP) since 2017. Their extensive experience and commitment to environmental stewardship have significantly contributed to the successful development of multiple solar energy centers and transmission lines across Florida.

Tetra Tech's comprehensive suite of services demonstrates their expertise in navigating the complexities of environmental regulations while fostering sustainable energy solutions. Their work on projects that developed new 74.5-megawatt (MW) solar photovoltaic energy facilities showcases their ability to ensure compliance with both federal and state environmental regulations.

Key highlights of Tetra Tech's contributions during the last 7 years include:

- Wetland Delineation and Wetland Mitigation Planning: Tetra Tech's team has successfully delineated over 3,000 acres of wetlands, conducting thorough functional assessments to evaluate and determine mitigation requirements.
- Gopher Tortoise Habitat Surveys, permitting, and relocations: Tetra Tech's team has conducted comprehensive surveys of over 3,300 acres of gopher tortoise habitat, where they excavated approximately 1,800 burrows and relocated 460 tortoises to safe recipient sites.
- Environmental Permitting: Tetra Tech has expertly prepared essential environmental permits, including those required by the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers. Their coordination with regulatory agencies ensures streamlined processes and adherence to compliance requirements.
- Environmental Site Assessments: Tetra Tech has conducted Phase I and II Environmental Site Assessments, and they have effectively identified potential environmental liabilities, ensuring informed decision-making.

Florida Power & Light Company

700 Universe Boulevard, Juno Beach, FL 33408

- Stormwater Pollution Prevention: Tetra Tech's experienced certified inspectors conducted weekly/monthly Stormwater Pollution Prevention Plan inspections, safeguarding wetlands and water quality throughout project development.

Tetra Tech's collaborative approach, working closely with engineers and regulatory agencies, has consistently minimized environmental impacts while ensuring compliance with regulatory guidelines. Their competitive pricing relative to other proposals further underscores their value as a trusted partner in environmental permitting.

In conclusion, Tetra Tech's extensive experience and commitment to environmental integrity make them an invaluable asset in the field of biological and ecological disciplines. I recommend Tetra Tech for any future projects requiring expertise in environmental permitting and ecological assessments.

Best regards,



Randall M. Keyser, P.G.
Senior Project Manager
NextEra Energy, Inc.
FPL Environmental Services
700 Universe Blvd.|JB C5069
Juno Beach, FL, 33408
(561) 691-2490

Awards or Accomplishments

Tetra Tech is an internationally recognized leader in planning, engineering, environmental, and water resources consulting. **Engineering News-Record (ENR)** has ranked Tetra Tech **#1 in Water for more than 20 consecutive years**, reflecting the firm's longstanding leadership in water resources, stormwater management, and resilient infrastructure planning. **Tetra Tech is also consistently ranked among the nation's Top Design Firms** and has received numerous awards from ***the Environmental Business Journal and the Climate Change Business Journal,*** recognizing excellence in technical innovation, environmental stewardship, sustainable infrastructure, and project delivery.

In Florida, Tetra Tech has partnered with state agencies, water management districts, counties, and municipalities to deliver innovative planning, engineering, environmental, and infrastructure solutions that support sustainable growth and resilient communities. Recent accomplishments include leading the planning, design, and permitting of **Florida's largest inland brackish groundwater desalination facility for the Water Cooperative of Central Florida,** a regional project that will provide a sustainable water supply for more than 350,000 residents across Central Florida. In 2025, the **City of Cape Coral** selected Tetra Tech to design the expansion of its North Reverse Osmosis Water Treatment Plant, increasing treatment capacity by 50 percent, doubling storage capacity, and incorporating advanced energy recovery technologies to support one of Florida's fastest-growing communities.

These accomplishments demonstrate Tetra Tech's ability to integrate multidisciplinary planning, engineering, environmental stewardship, and stakeholder collaboration to develop practical, long-term solutions for complex community challenges. Through its ***Leading with Science®*** approach, Tetra Tech brings together planners, engineers, environmental scientists, landscape architects, economists, GIS specialists, and public engagement professionals to help communities evaluate redevelopment opportunities, balance environmental resources, infrastructure needs, public input, and economic considerations. This collaborative, science-based approach is directly applicable to the City of Titusville's Royal Oak Redevelopment Feasibility Study, where objective analysis, thoughtful planning, stormwater evaluation, stakeholder engagement, and sustainable redevelopment strategies are essential to identifying the property's highest and best future use.

Public Engagement

Tetra Tech recognizes that successful environmental and infrastructure projects require more than sound technical solutions; they depend on meaningful engagement with clients, stakeholders, regulatory agencies, and the communities they serve. Our approach combines traditional outreach methods with innovative communication tools, collaborative planning techniques, and data-driven visualization to build consensus, improve project outcomes, and streamline regulatory approvals.

St. Lucie County: Tetra Tech designed and implemented a comprehensive public engagement strategy as part of the County's Stormwater Master Plan update. Rather than relying solely on required public meetings, our team developed a multi-platform outreach program that included stakeholder interviews

with County Commissioners, municipalities, water control districts, and homeowners' associations, along with regional public workshops, interactive webinars, online surveys, social media outreach, project websites, fact sheets, frequently asked questions, and conceptual visualizations. By providing multiple avenues for participation, we created opportunities for community involvement, gathered valuable local knowledge regarding flooding and water quality concerns, and ensured the Master Plan reflected community priorities.

City of Tarpon Springs: Tetra Tech demonstrated that stakeholder engagement can be a critical permitting tool. During the Anclote River Navigation Project, our team worked extensively with local residents, marina operators, business owners, and regulatory agencies to document navigation needs, economic benefits, and environmental considerations associated with the proposed dredging improvements. This collaborative approach helped overcome permitting challenges associated with work in a protected aquatic preserve while fostering community support and maintaining transparent communication throughout the project.

Florida-based Utility Company: Tetra Tech has supported environmental permitting and development of numerous solar energy centers throughout Florida by implementing an integrated coordination strategy involving the client, engineers, regulatory agencies, and resource specialists. Through early collaboration with FDEP, the Florida Fish and Wildlife Conservation Commission, the U.S. Army Corps of Engineers, and local governments, Tetra Tech facilitated timely permitting, developed innovative avoidance and mitigation strategies, minimized environmental impacts, and identified opportunities that reduced permitting costs and supported timely permitting and regulatory approvals. This proactive coordination model has consistently resulted in successful environmental approvals while maintaining strong working relationships among project stakeholders.

Hampton Roads Sanitation District (HRSD): Tetra Tech developed a comprehensive Public Engagement and Communications Plan for the Atlantic Treatment Plant and Progress Farm Master Plan. Our team facilitated stakeholder focus groups, conducted multi-day planning charrettes using visualization techniques, and developed an interactive ArcGIS StoryMap that allowed the public to better understand project objectives, environmental constraints, and future development alternatives. This innovative combination of visualization technology and collaborative planning enabled us to evaluate alternatives in real time, build consensus around a preferred solution, and helped develop stakeholder-supported recommendations that HRSD began implementing before completion of the Master Plan.

Across every project, Tetra Tech tailors its outreach strategy to the client, project objectives, and stakeholder needs. Whether facilitating public workshops, leading planning charrettes, developing digital engagement platforms, preparing educational materials, coordinating agency collaboration, or creating interactive visualization tools, our goal remains the same—to foster informed decision-making, build stakeholder confidence, reduce project risk, and deliver successful, community-supported projects.



Proven Expertise. Innovative Solutions.

Tetra Tech brings multidisciplinary expertise and a collaborative, science-based approach to help communities plan, adapt, and thrive. From water resources and environmental stewardship to planning, infrastructure, and public engagement, we deliver practical solutions that balance people, place, and the environment. Our commitment is simple: science-based solutions for resilient communities and a sustainable future.

Stormwater Analysis

Tetra Tech's engineers, hydrologists, and specialists provide state-of-the-art technical services for small, medium, and large-scale projects, including non-traditional design and low-impact development/green infrastructure projects. Autodesk AutoCAD Civil 3D is our preferred platform for vertical and horizontal design projects, and we have designers who are also proficient in MicroStation. Design projects typically start with data collection and application of various models selected to evaluate the project goals. Tetra Tech is proficient in many H&H and water quality models. Tetra Tech also uses GIS as a platform for data analytics, LiDAR data, and models such as ArcNLET to evaluate project selection and design.

Tetra Tech provided conceptual stormwater and site design services for the redevelopment of a 23-acre industrial facility owned by the Jacksonville Port Authority. The project included a 150,000-square-foot warehouse, associated site infrastructure, and three stormwater ponds providing approximately 500,000 cubic feet of storage. Tetra Tech developed and evaluated multiple conceptual stormwater approaches to support the site layout and meet the client's desire to minimize the quantity of storm inlets and underground piping while still achieving effective drainage and regulatory compliance.

To support the preferred design, Tetra Tech coordinated closely with the Jacksonville Port Authority, FDEP, SJRWMD, and the City of Jacksonville. The final conceptual drainage approach combined sheet flow, flumes, valley gutters, storm inlets, pipes, and mitered end sections to convey runoff to three new stormwater ponds located along the southern boundary and in the northeast corner of the site. The design also included an HDPE pipe manifold system to collect rooftop downspout discharge along the north side of the building. This project demonstrates Tetra Tech's ability to develop practical, constructible, and client-responsive conceptual stormwater solutions for complex redevelopment sites.

TAB 6. PROJECT UNDERSTANDING & APPROACH



Bioretention Concept

Project Understanding

Tetra Tech understands that the Royal Oak Redevelopment Study represents one of the City of Titusville's most significant planning initiatives in recent years. The approximately 150-acre former golf course occupies a highly visible location within an established residential community and has served, for decades, as both a recreational asset and an integral component of the surrounding stormwater system. As the City considers future opportunities for the property, it must carefully balance community expectations, environmental stewardship, engineering feasibility, fiscal responsibility, regulatory requirements, and long-term implementation while providing an attractive opportunity for development.

Unlike a traditional planning assignment that focuses solely on future land use, this study requires an integrated evaluation of planning, engineering, environmental, infrastructure, and community considerations. Every redevelopment alternative must recognize existing drainage patterns, neighborhood compatibility, public infrastructure, environmental resources, and the City's long-term operational responsibilities while providing realistic opportunities for redevelopment and community enhancement.

Tetra Tech recognizes that the City is not seeking a predetermined solution, but rather a range of redevelopment alternatives that are technically feasible, fiscally responsible, environmentally sustainable, and capable of delivering a long-term net benefit to both the City and the surrounding community. We also recognize that successful implementation will ultimately depend upon recommendations that are practical, market-informed, and capable of attracting future public and/or private investment to bring the City's vision to fruition. The planning document will allow elected officials and the public to understand the opportunities, constraints, benefits, and tradeoffs associated with multiple redevelopment scenarios. Our role is to provide the technical expertise, planning insight, engineering evaluation, and public engagement inclusive of all stakeholders to provide City leadership with the necessary information to make informed decisions regarding the future of Royal Oak.

Our multidisciplinary team combines planners, civil engineers, stormwater specialists, environmental scientists, landscape architects, GIS professionals, economists, and communications specialists into a single integrated team. By combining these disciplines throughout the study instead of treating them as independent tasks, we develop redevelopment scenarios that are technically feasible, environmentally responsible, fiscally informed, and supported by meaningful stakeholder engagement.

Technical Approach

Tetra Tech approaches redevelopment planning as an iterative and collaborative process rather than a series of isolated technical tasks. Planning decisions are strongest when engineering analyses, environmental evaluations, community input, project financial feasibility, and implementation considerations inform one another , and are in keeping with the current built environment and goals of the community, city, and developer. Our approach integrates each discipline from project initiation through final recommendations, ensuring redevelopment scenarios evolve as new information is collected and evaluated.

While the following project phases are presented sequentially to illustrate the logical progression of the study, many activities will occur concurrently to maximize efficiency and maintain project momentum. Existing conditions assessments, engineering evaluations, environmental reviews, GIS analysis, and stakeholder outreach will proceed in parallel where appropriate, allowing information developed by one discipline to continuously inform the work of another. Likewise, community engagement will not be limited to isolated milestones but will occur throughout the project as technical findings and redevelopment concepts evolve.

The preliminary schedule included with this proposal reflects our anticipated sequencing and demonstrates how multiple tasks can be completed concurrently within the City's six-month project timeframe. Following Notice to Proceed, Tetra Tech will work collaboratively with City staff during project onboarding to refine the schedule, confirm project priorities, review available information, establish milestones, and identify opportunities to perform activities concurrently. This collaborative approach provides flexibility to respond to evolving priorities while ensuring all required deliverables remain on schedule and that planning, engineering, environmental review, and public engagement remain fully integrated throughout the study.

Phase 1 – Project Initiation and Data Collection

The study begins with a collaborative kickoff meeting with City staff to establish project goals, review available information, confirm expectations, refine the project schedule, and establish communication protocols. This meeting serves as the foundation for the entire study by aligning the project team and City staff on objectives, deliverables, stakeholder involvement, and decision-making processes.

Following project initiation, Tetra Tech will conduct a comprehensive review of available background information including GIS mapping, aerial photography, previous planning studies, utility mapping, drainage information, environmental reports, zoning information, Comprehensive Plan policies, floodplain mapping, and other available documentation. Additionally, preliminary data will be collected and reviewed

regarding business and economic trends in the community. This information will be collected to help support any potential commercial or mixed-use development considerations that may arise during public engagement and outreach efforts. All information and data to be evaluated will be publicly available data or information provided by the City. The team will also utilize local staff resources to visit the neighborhoods surrounding Royal Oaks to collect real time field notes on items of concern, opportunity, or general interest that can assist during outreach events and help contribute to considerations being evaluated as part of scenario development. Early evaluation of these resources allows our team to identify information gaps, understand existing site conditions, identify development trends and the character of the community, and efficiently prioritize subsequent field investigations and technical analyses.

During onboarding, we will also establish our project management procedures, quality assurance protocols, document control systems, communication strategy, and public engagement plan. Although presented as the first project phase, many of these management activities continue throughout the project and support every subsequent technical task.

Deliverables from this phase establish the framework for the entire study and include a refined project schedule, communication plan, quality management procedures, stakeholder engagement strategy, and data request matrix.

Phase 2 – Existing Conditions Assessment

Successful redevelopment planning begins with a comprehensive understanding of existing conditions. Before evaluating future land use alternatives, Tetra Tech will develop a detailed inventory of the site's physical, environmental, regulatory, housing, and infrastructure characteristics to establish the baseline against which redevelopment scenarios will be evaluated.

Our planning team will assess existing land use patterns, parcel ownership, zoning, future land use designations, neighborhood compatibility, existing recreation facilities, housing characteristics, roadway access, and surrounding development patterns. Simultaneously, our GIS specialists will compile available mapping information into a comprehensive project database that supports engineering analyses, environmental evaluations, public engagement materials, and redevelopment concepts.

Engineering staff will inventory existing stormwater infrastructure, drainage systems, utilities, and transportation connections while environmental specialists evaluate wetlands, floodplain conditions, natural resources, vegetation, and other environmental features that may influence redevelopment opportunities.

This phase may include evaluation of:

- Existing land use and development patterns
- Parcel ownership and property boundaries
- Comprehensive Plan consistency
- Utility infrastructure
- Stormwater facilities
- Historic drainage systems
- Existing zoning and future land use designations

- Housing density and type
- Transportation and pedestrian access and connectivity
- FEMA floodplain mapping
- Environmental constraints
- Wetlands and surface waters
- Existing recreational assets
- Tree canopy and vegetation
- GIS database development

Findings from each technical area will be integrated into a comprehensive Existing Conditions Assessment that identifies opportunities and constraints affecting future redevelopment.

Other factors that may need to be considered include local public utility and services capacity. This includes items such as local school access and size, emergency and fire support, water and sewer service and capacity. If any of these items are currently providing inadequate or strained services, then development can push those services beyond capacity and result in school overcrowding and inadequate utility or emergency response services. As part of the assessment, information will be collected on these services to ensure that redevelopment scenarios are sensitive and consider possible restrictions and service concerns.

Phase 3 – Engineering and Infrastructure Assessment

Engineering considerations are central to evaluating redevelopment alternatives at Royal Oak. Because the property functions as a significant component of the surrounding drainage system, redevelopment scenarios must recognize existing hydrologic conditions while identifying opportunities to improve long-term resilience, reduce infrastructure risk, and support future City goals.

Tetra Tech's engineering team will evaluate the site's existing stormwater facilities, drainage basins, outfalls, utilities, roadway access, and conceptual infrastructure needs to determine how future redevelopment alternatives may affect surrounding neighborhoods and City infrastructure. Tetra Tech will also coordinate with the City Public Works Department to leverage their knowledge of known trouble areas, recurring drainage concerns, and areas of future concern that may not be fully evident from mapping or records alone. By combining local insight with technical evaluation, Tetra Tech will help ensure the recommended alternatives address current problems, avoid unintended impacts, and strengthen the long-term performance of the site and surrounding infrastructure.

Our engineering assessment may include:

- Existing stormwater basin evaluations
- Hydrologic review
- Hydraulic review
- Drainage system assessment
- Utility infrastructure evaluation
- Water and wastewater capacity
- Transportation access
- Internal circulation
- Pedestrian and bicycle connectivity
- Conceptual infrastructure improvements
- Floodplain considerations
- Engineering feasibility assessment

This effort focuses on planning-level engineering evaluations that allow redevelopment concepts to be developed on a technically defensible basis. This also helps inform scenario options and feasibility based

upon financially and physically realistic and reasonable considerations to address multiple engineering concerns. Hydrologic and hydraulic analyses, conceptual stormwater management strategies, utility assessments, transportation connectivity, and floodplain considerations will be incorporated into redevelopment scenarios as they are developed. Tetra Tech will identify infrastructure constraints and opportunities early in the process so that technical issues can be integrated into the planning effort before alternatives are developed. Infrastructure needs and technical concerns will attempt to be addressed using innovative methods that are found favorable by the community to avoid utilizing over-used, outdated, and inefficient solutions.

Engineering findings will be continuously coordinated with planners, environmental scientists, and landscape architects to ensure redevelopment alternatives remain practical, implementable, and responsive to technical requirements and community priorities.

Phase 4 – Environmental and Regulatory Assessment

Royal Oak's history as a golf course presents unique environmental opportunities and constraints that should be considered early in the redevelopment planning process. Tetra Tech will evaluate available environmental information to identify resources requiring protection, potential permitting considerations, and opportunities to incorporate environmental stewardship into future redevelopment.

Environmental specialists will review available mapping, previous studies, and existing documentation related to wetlands, surface waters, vegetation, floodplains, protected habitats, and potential environmental constraints. Where appropriate, available information regarding historical site conditions, legacy land uses, and potential environmental permitting considerations will also be evaluated to inform redevelopment planning.

Instead of viewing environmental resources solely as development constraints, our team seeks opportunities to incorporate these features into future parks, trails, green infrastructure, stormwater enhancements, habitat preservation, and recreational amenities that strengthen both environmental performance and community value. Efforts such as preserving tree canopy and the minimization of heat island effects in redevelopment will be taken into consideration to help reduce negative environmental impacts from development and promote more respectful development for the residents within the surrounding neighborhoods.

Environmental findings will be integrated directly into redevelopment scenarios, ensuring each alternative reflects sound environmental planning while maintaining regulatory feasibility.

Phase 5 – Community Engagement and Visioning

The future of Royal Oak will ultimately be determined not only by technical analyses but also by the shared vision and priorities of the community it serves. Tetra Tech believes successful redevelopment planning depends on meaningful public participation throughout the study—not solely at isolated milestones. Our engagement approach is designed to move beyond collecting comments by establishing a collaborative

decision-making framework that guides redevelopment alternatives from the beginning of the project through final recommendations.

Community engagement will begin early in the project with the first stakeholder workshop before redevelopment alternatives are developed. This allows residents, neighborhood associations, property owners, businesses, City staff, and other stakeholders to identify issues, opportunities, concerns, and aspirations that directly influence scenario development rather than simply reacting to completed concepts. Equally important, the workshop will establish a common understanding of what success looks like for the Royal Oak property.

Using this input, Tetra Tech will develop a ***Royal Oak Vision and Evaluation Framework*** that identifies the priorities of the community, the City's long-term planning objectives, technical and environmental considerations, and implementation realities. Rather than evaluating redevelopment scenarios solely on engineering or planning criteria, each alternative will be measured against a consistent set of community-supported goals such as neighborhood compatibility, recreation and open space, environmental stewardship, stormwater performance, transportation, fiscal sustainability, market viability, and long-term potential for implementation. This transparent framework provides an objective basis for comparing alternatives while demonstrating how community priorities influenced the study's recommendations.

Tetra Tech will also focus on identifying placemaking opportunities throughout the engagement process. Redevelopment of Royal Oak presents a unique opportunity to create a destination that reflects the identity of Titusville while enhancing neighborhood character and quality of life. During community engagement, participants will be encouraged to identify the places, amenities, recreational opportunities, environmental features, and community character they value most. Tetra Tech will supplement these discussions with examples of successful placemaking strategies from comparable communities to stimulate conversation and help residents envision how Royal Oak could become a distinctive community asset.

Our engagement strategy emphasizes transparency, accessibility, and responsiveness. Community comments will be documented, organized by topic, and evaluated alongside technical findings throughout the planning process. Rather than serving as a one-time checkpoint, stakeholder input will continuously inform engineering evaluations, planning analyses, and redevelopment scenarios as they evolve. Additional engagement tools, including stakeholder interviews, interactive GIS mapping, online participation opportunities, and targeted outreach, may be incorporated, as appropriate, to broaden participation and capture a diverse range of perspectives.

Because planning, engineering, environmental evaluation, and public engagement are interconnected, these activities will occur concurrently throughout the study. This integrated approach allows technical analyses to be informed by community priorities while providing stakeholders with meaningful opportunities to understand project constraints, evaluate alternatives, and participate in shaping a redevelopment vision that is technically feasible, fiscally responsible, and capable of long-term

THE ROYAL OAK EVALUATION FRAMEWORK

COLLABORATE • EVALUATE • DECIDE • IMPLEMENT

1. COMMUNITY VISIONING WORKSHOP NO. 1

WE SET THE FOUNDATION.

We listen to understand what matters most. Together we identify values, opportunities, concerns, and priorities for the future of Royal Oak.



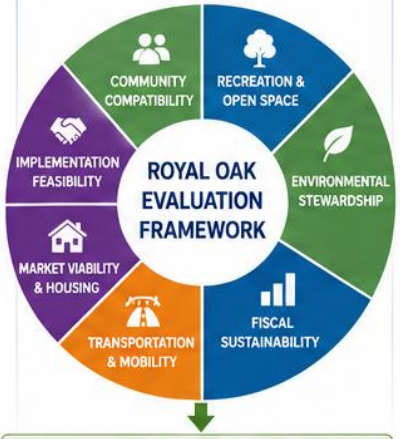
WHO WE HEAR FROM

- Residents & Neighborhoods
- City Staff & Leaders
- Environmental Interests
- Developers & Market Experts
- Community Organizations
- Business & Property Owners

2. ROYAL OAK EVALUATION FRAMEWORK

WE DEFINE WHAT SUCCESS LOOKS LIKE.

Community values and City goals are combined with technical, environmental, economic, and implementation considerations to create the criteria that will guide every decision.



THE EVALUATION CRITERIA

These criteria reflect what matters most to the community and the City and guide how we evaluate redevelopment alternatives.

- Community Compatibility
- Recreation & Open Space
- Environmental Stewardship
- Stormwater Performance
- Transportation & Mobility
- Infrastructure & Utilities
- Fiscal Sustainability
- Market Viability & Housing
- Implementation Feasibility
- Resiliency & Sustainability
- Placemaking & Identity

3. DEVELOP & EVALUATE SCENARIOS

WE TEST THE OPTIONS.

We develop multiple redevelopment scenarios and evaluate the three most promising options using the shared framework and the best available data.

SCENARIO A
Conservation & Recreation Focus



SCENARIO B
Residential Neighborhood with Green Connections



SCENARIO C
Mixed-Use / Walkable Community



EVALUATION SNAPSHOT (EXAMPLE)

EVALUATION CRITERIA	A	B	C
Community Compatibility	●●○	●◐○	●○○
Recreation & Open Space	●◐○	●○○	●◐○
Environmental Stewardship	●◐○	●○○	●◐○
Stormwater Performance	●◐○	●○○	●○○
Fiscal Sustainability	●◐○	●○○	●◐○
Market Viability & Housing	●◐○	●○○	●◐○
Implementation Feasibility	●◐○	●○○	●○○
Resiliency & Sustainability	●◐○	●○○	●◐○
Placemaking & Identity	●◐○	●○○	●◐○
OVERALL PERFORMANCE	★★★	★★★	★★★

(Comparative results will be refined through technical analysis and community input.)

4. COMMUNITY REVIEW & CONSENSUS WORKSHOP NO. 2

WE REVIEW. WE REFINE. WE BUILD CONSENSUS.

We present the options, how they perform against the goals, and the trade-offs. Community feedback helps refine the preferred direction and confirms the path forward.



WHAT WE CONFIRM TOGETHER

- Do the scenarios reflect our goals?
- Which option best achieves our shared priorities?
- What trade-offs are acceptable?
- What refinements are needed?
- What is our preferred path forward?

5. IMPLEMENTATION ROADMAP

WE TURN VISION INTO ACTION.

We recommend a clear, actionable strategy that aligns with City goals, identifies next steps, and positions Royal Oak for long-term success.



IMPLEMENTATION ELEMENTS

- Phasing & Sequencing
- Policy & Regulatory Actions
- Infrastructure & Capital Improvement Needs
- Funding & Grant Opportunities
- Partnerships & Collaboration
- Next Steps & Action Items

CONTINUOUS ENGAGEMENT & COMMUNICATION

INFORM ····· LISTEN ····· INVOLVE ····· REFINE

BUILT ON COLLABORATION
We work together.

GUIDED BY COMMUNITY PRIORITIES
Your goals drive our decisions.

INFORMED BY DATA & EXPERTISE
Sound analysis. Smart solutions.

FOCUSED ON A THRIVING FUTURE
A community we can all be proud of.

implementation. The future of Royal Oak will ultimately be determined not only by technical analyses but also by the shared vision and priorities of the community it serves. Tetra Tech believes successful redevelopment planning depends on meaningful public participation throughout the study—not solely at isolated milestones. Our engagement approach is designed to move beyond collecting comments by establishing a collaborative decision-making framework that guides redevelopment alternatives from the beginning of the project through final recommendations.

Phase 6 – Redevelopment Scenario Development

Building on existing conditions, engineering evaluations, environmental assessments, housing and economic data analysis, construction and market trends, and community input, Tetra Tech will develop multiple redevelopment scenarios that represent a range of potential futures for the Royal Oak property.

Our approach allows City leadership to objectively compare multiple alternatives that balance recreation, conservation, residential development, stormwater management, neighborhood compatibility, fiscal sustainability and development attractiveness. The initial planning process will identify and evaluate a broad range of redevelopment opportunities that reflect the site's opportunities, constraints, and community vision. Through collaboration with City staff and stakeholders, these concepts will be refined to identify the alternatives that best meet the City's planning objectives, technical considerations, and long-term vision. Based on this collaborative evaluation process, Tetra Tech will fully develop and evaluate three (3) conceptual redevelopment scenarios for detailed comparison. This may also include consideration of limited commercial or mixed-use development as part of a comprehensive, walkable neighborhood development. These scenarios will only be considered if there is positive feedback from residents regarding such opportunities.

Representative scenarios may include maintaining existing conditions, expanding conservation and open space, creating a regional recreation and stormwater park, introducing compatible residential development, utilizing greenspace as a boundary between existing development and new development, or developing hybrid alternatives that integrate multiple land uses while preserving key environmental and recreational features. This would include such considerations as passive recreation or greenway/open space that also functions as stormwater management infrastructure as well as a “green” buffer along new development.

Each of the three selected redevelopment scenarios will then be advanced through a consistent planning-level evaluation to provide the City with an objective comparison of their relative opportunities, constraints, costs, benefits, and implementation considerations.

Each redevelopment concept will incorporate conceptual site planning, engineering considerations, environmental compatibility, transportation access, utility infrastructure, stormwater management, and implementation considerations. Graphics, conceptual plans, and comparison matrices will communicate redevelopment opportunities in a format that is accessible to both technical reviewers and the general public.

Phase 7 – Technical Evaluation of Alternatives

Once redevelopment scenarios have been developed, each alternative will be evaluated using a consistent technical framework to ensure objective comparison. Rather than relying on qualitative observations alone, our multidisciplinary team will assess engineering feasibility, stormwater performance, environmental impacts, transportation connectivity, infrastructure requirements, regulatory consistency, and compatibility with the City's Comprehensive Plan.

Evaluation criteria may include engineering feasibility, hydrologic performance, utility requirements, transportation considerations, environmental impacts, recreation opportunities, neighborhood compatibility, implementation complexity, resiliency, and long-term operational considerations.

Using consistent evaluation criteria provides City leadership with a transparent decision-making framework that clearly identifies the strengths, limitations, opportunities, and tradeoffs associated with each redevelopment alternative.

Phase 8 – Fiscal Impact

Redevelopment planning requires consideration of a multitude of factors. Some of the most substantial factors are the local and regional economic impacts as well as the fiscal feasibility and marketability of the endeavor. Tetra Tech will evaluate the potential general economic impacts associated with each redevelopment scenario. Scenarios that may include small commercial or mixed-use development will be considered when identifying potential scenarios. Scenarios that include limited commercial and/or mixed-use development can not only provide preferred services to local residents but can also help support and diversify the local economy, add tax revenue, provide employment opportunities, promote walkability, and assist in “place-making”. The evaluation of general economic impacts will provide an overview of potential economic impacts from factors such as new business development, and potential increase in local shoppers and the local labor market.

A review of the potential fiscal benefits or drawbacks to the City based on these scenarios will also be conducted. This evaluation may consider factors such as potential tax revenue impacts, cost of developer incentives (if applicable), potential impacts to property values, capital infrastructure investments, utility improvements, provision or improvements to stormwater facilities, operations and maintenance costs, public service demands, recreation benefits, environmental value, lifecycle considerations, and opportunities for state or federal grant funding.

Our analysis compares both quantitative and qualitative benefits so decision-makers understand the broader community value associated with each redevelopment alternative. Data will primarily be collected from publicly available data sources and will be used to help identify the current economic status and trends in the community. If public engagement indicates potential approval of limited commercial or mixed-use development, data will also be collected to identify current business status and trends in the community. This information will be used to help identify effective redevelopment scenarios as well as project potential impacts from the scenarios.

Phase 9 – Implementation Strategy and Final Recommendations

The final phase of the study transforms technical analyses, community input, and stakeholder priorities into an actionable implementation strategy. Rather than recommending a preferred redevelopment scenario based solely on technical analyses, Tetra Tech will develop a ***Royal Oak Evaluation Framework*** that integrates the priorities identified throughout the planning process. Community values, City objectives, environmental stewardship, engineering feasibility, fiscal sustainability, market viability, and long-term implementation considerations will collectively inform the evaluation of each redevelopment scenario.

Using this framework, each of the three redevelopment scenarios will be evaluated against a common set of planning, engineering, environmental, economic, and community criteria. Comparative evaluation matrices will clearly communicate the relative advantages, tradeoffs, implementation challenges, and long-term benefits associated with each alternative, providing City leadership and stakeholders with a transparent and objective basis for decision-making.

Based upon this evaluation, Tetra Tech will prepare a recommended course of action supported by a phased implementation strategy. Recommendations may include implementation sequencing, potential Comprehensive Plan and Land Development Regulation amendments, capital improvement considerations, funding and grant opportunities, regulatory actions, partnership opportunities, and next steps necessary to advance the City's preferred vision.

During Community Workshop No. 2, Tetra Tech will present the evaluation framework, redevelopment scenarios, and recommended strategy, demonstrating how technical analyses and public input influenced the final recommendations. This workshop provides stakeholders with a clear understanding of the decision-making process while offering a final opportunity for meaningful feedback before completion of the study.

The study will conclude with a presentation to the City Council summarizing the planning process, redevelopment scenarios, evaluation framework, public engagement results, and recommended implementation strategy. The completed study will serve as a practical roadmap that not only identifies future redevelopment opportunities but also establishes a transparent, defensible process for implementing the City's long-term vision for Royal Oak.

Project Team

Tetra Tech has assembled a multidisciplinary project team with the technical, management, and communication capabilities needed to deliver the requested services efficiently and effectively. The proposed team combines planning, civil/stormwater engineering, environmental assessment, public engagement, economic development, and quality assurance expertise to support a coordinated, planning-level evaluation of redevelopment alternatives. Tetra Tech’s Program Manager, Project Manager, and key technical staff will work closely together to ensure clear communication with the City, timely progress on deliverables, and responsive coordination throughout the life of the project.

Tetra Tech's team structure is designed to provide the personnel and resource capacity needed to meet the RFQ requirements while maintaining flexibility to support evolving project needs. The team will include both in-house staff and, where appropriate, qualified subcontractors to provide specialized planning and public engagement support. Tetra Tech will provide the labor, management oversight, technical tools, and quality control necessary to complete the work in a timely and professional manner, with consistent coordination among disciplines to ensure that the study remains practical, defensible, and aligned with the City's goals.

Program Manager

Jen Kremer: Tetra Tech's primary point of contact for the City. Supports overall project coordination, communication, stakeholder outreach, and administrative oversight. Facilitates coordination with City staff and local stakeholders and ensures timely communication throughout the life of the project.

Project Manager

Tim Ziegler, PE: Serves as the technical lead for the project. Responsible for overall project execution, coordination of technical tasks, schedule management, quality oversight, coordination of the project team, and delivery of all project work products. As a licensed Professional Engineer, the Project Manager will provide oversight of the stormwater, infrastructure, and drainage concepts to support scenarios identified by the planner and ensure the work is completed in accordance with applicable standards and the RFQ requirements.

Lead Planner

Erik Genga: Provides planning analysis, redevelopment scenarios, and alignment with City goals. Leads existing conditions analysis, land use, redevelopment alternatives, cost-benefit analysis, and implementation strategy.

Community Engagement & Outreach

Erika Hughes (RVi Planning + Landscape Architecture): Develops and implements outreach campaigns, workshops, and educational programs to gain public input and raise public awareness of redevelopment options.

Matt Shelton: Supports community engagement and outreach efforts, assists with stakeholder coordination, public meeting logistics, and preparation of engagement materials and summaries. Ensures a coordinated, responsive, and effective engagement process.

Planning Economic Analyst

Gina Behnfeldt: Provides analysis related to fiscal impacts, costs and benefits, and long-term economic considerations associated with redevelopment alternatives. Evaluates capital and operating cost considerations, public service implications, and other economic factors to support clear, defensible comparisons of redevelopment scenarios.

Environmental and Remediation Lead

Dave Giddens, PG: Supports the project team with ESA, remediation coordination, and related technical input to inform redevelopment scenarios and site recommendations. Contributes environmental due diligence, regulatory coordination, and technical review while supporting the Project Manager and Program Manager as needed.

Quality Assurance & Quality Control

Jaime McClung, PE: Provides independent review of technical work products and key deliverables to ensure consistency, completeness, and Tetra Tech's exceptional quality of project deliverables.

Services and Deliverables

Tetra Tech will provide comprehensive planning and engineering services that fully satisfy the requirements of the RFQ while expanding upon them to provide additional value to the City. Major tasks and deliverables will include:

- Project kickoff, management, coordination
- Existing conditions review and documentation
- GIS mapping and exhibits
- Stormwater, drainage, and infrastructure assessment
- Environmental due diligence and remediation considerations
- Development and comparison of redevelopment scenarios
- Community outreach, workshops, and comment summaries
- Draft report and City review coordination
- Final report, implementation recommendations, and City Council presentation

Tetra Tech's team is structured to provide the personnel, technical expertise, and coordination necessary to complete the work efficiently and professionally. Each task will be supported by the appropriate discipline to ensure the final product is practical, defensible, and aligned with the City's goals.

Data-Driven Recommendations

Every recommendation developed by Tetra Tech will be supported by objective analysis, engineering evaluations, planning principles, GIS data, environmental information, infrastructure assessments, applicable Florida Statutes, and other regulatory requirements, as well as input from the City and stakeholders. Tetra Tech will use this information to compare redevelopment alternatives, test their feasibility, and identify constraints, opportunities, and implementation considerations early in the planning process. This evidence-based approach ensures that redevelopment alternatives are not only visionary but also technically defensible, financially informed, and achievable within the City's regulatory framework.

Project Schedule

Tetra Tech understands the importance of completing the study within the City's desired six-month timeframe. Our preliminary schedule on the following page illustrates the logical progression of project activities while recognizing that many planning, engineering, environmental, and engagement tasks will occur concurrently. Following the Notice to Proceed, we will work collaboratively with City staff to refine this schedule, establish milestone dates, coordinate workshop timing, and optimize task sequencing to maximize efficiency while maintaining flexibility as the project evolves.



Tetra Tech applies proven project management tools and procedures to ensure all tasks are delivered on schedule. Our approach includes:

- **Dedicated Program Oversight:** The Project Manager will lead schedule development, monitor progress, and provide regular updates to City staff.
- **Detailed Work Plans:** At project initiation, detailed task schedules will be developed, assigning responsibilities, deadlines, and interdependencies across Tetra Tech staff and subconsultants.
- **Progress Tracking:** We employ project management software to track milestones, identify critical paths, and forecast risks to timelines.
- **Regular Status Meetings:** Bi-weekly coordination meetings with the City and internal staff ensure alignment, highlight emerging issues, and allow for immediate corrective actions.
- **Escalation Protocols:** Potential schedule risks will be flagged early, with predefined escalation steps that allow the project managers to allocate additional staff or resources to stay on track.

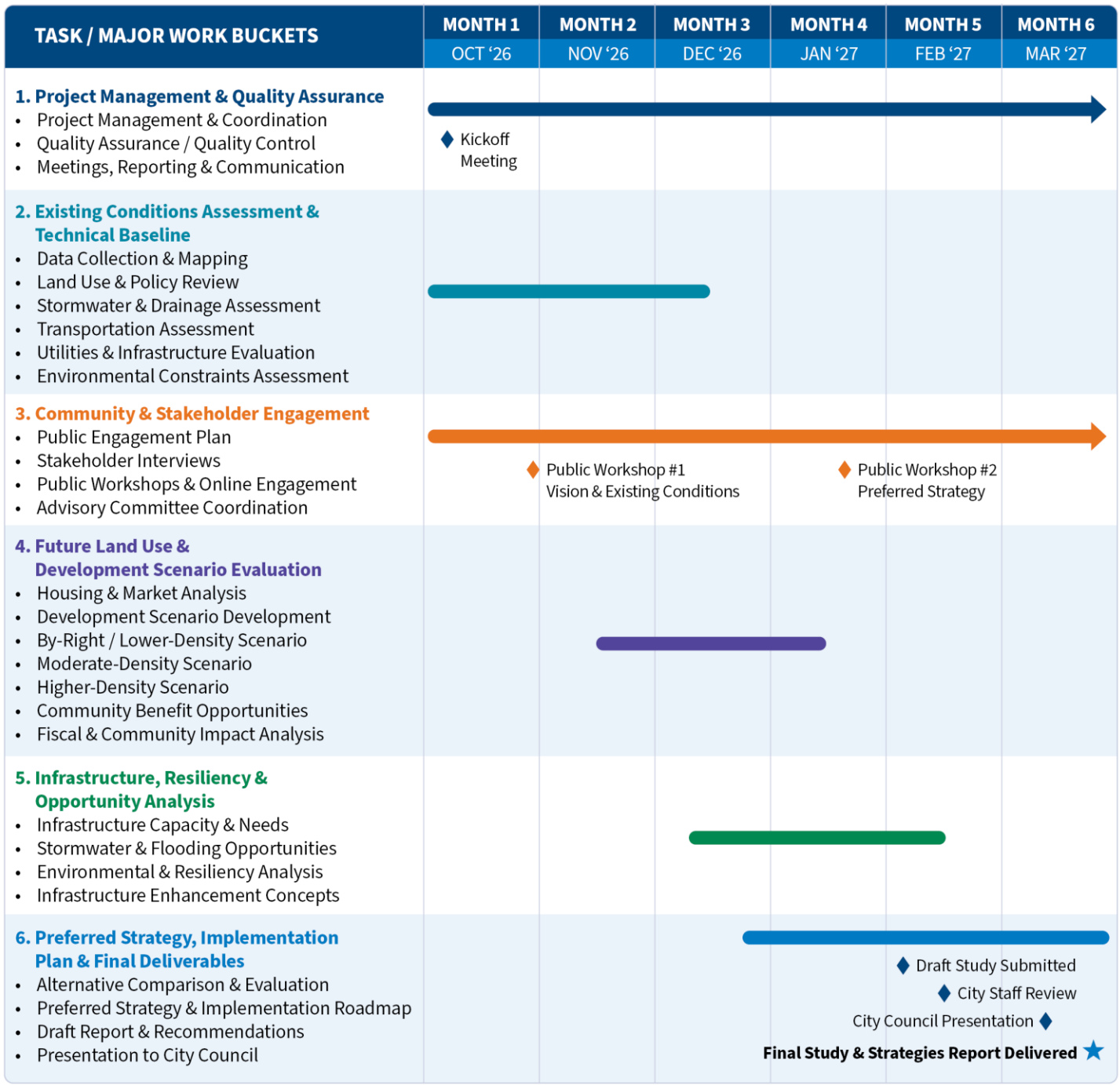
By combining structured scheduling, proactive monitoring, and clear communication, Tetra Tech ensures that deliverables are consistently provided on time and within budget, even when project conditions shift.

ROYAL OAK PLANNING & EVALUATION STUDY

A collaborative, parallel approach to deliver informed decisions.

Project Duration: 6 Months

Anticipated Notice to Proceed: October 2026
Completion: March/April 2027



Defining Costs and Benefits



Each redevelopment scenario will be evaluated using a consistent framework that considers capital investment, operating and maintenance costs, infrastructure needs, environmental benefits, recreation opportunities, potential revenues, public service impacts, resiliency, and long-term community value. Tetra Tech will present alternatives using common evaluation criteria and clear comparison metrics so City leadership can objectively assess the tradeoffs among scenarios and understand both the near-term costs and long-term benefits associated with each option. Where appropriate, Tetra Tech will use quantitative and qualitative measures such as relative cost estimates, infrastructure demand, service provision implications, anticipated public benefits, and implementation considerations to support a balanced and defensible comparison.

Qualifications

Tetra Tech has provided planning and engineering services for 60 years. Our Cocoa and Orlando offices will perform the work for this project. Proof of corporate registration, State of Florida business licensure, and professional certifications/ registrations are included in the Licenses and Certifications section of Tab 7.

Tetra Tech's qualifications are demonstrated through a portfolio of planning, redevelopment, environmental, and infrastructure projects that required strong project administration and interdisciplinary coordination.

Representative projects described in more detail in Tab 5 include Former Sam Sneeds Golf Course UST Closure/Arsenic Remediation in Cocoa, Indian River Premier Citrus Due Diligence and ESA in Vero Beach, Investigation, Remediation, and Strategic Consulting at Cabot/Koppers Superfund Site in Gainesville, the Stormwater Masterplan for St. Lucie County, and John Deere Orlando Training Center Engineering Services. These projects demonstrate Tetra Tech's ability to integrate site planning, design, engineering, environmental due diligence, conceptual stormwater design, public outreach, and open space reuse considerations into practical recommendations, aligning closely with the requirements of this RFQ.

The firm's proposed team has successfully managed schedules, budgets, client coordination, stakeholder coordination, multi-discipline teams, deliverables, and review processes on a wide range of public- and private-sector assignments.

The proposed team includes the following licensed professionals with extensive experience supporting public-sector planning, environmental assessment, engineering, and project administration efforts:

- Project Manager, Tim Ziegler, PE
- Environmental and Remediation, Lead Dave Giddens, PG
- QA/QC Lead, Jaime McClung, PE

Tetra Tech also has strong local and regional coordination capacity through Program Manager Jen Kramer, a Titusville resident who brings local familiarity and stakeholder experience to the team.

Communication

Clear, consistent communication is the backbone of our project management approach. Within Tetra Tech, our teams use established systems and protocols to ensure information flows seamlessly between disciplines. This coordination reduces duplication of effort, improves accuracy, and allows us to proactively identify risks before they become problems. Clients see this in practice through regular updates, transparent reporting, and a unified message across all project phases. In short, we work as one cohesive team — ensuring clarity, accountability, and alignment from start to finish.

Tetra Tech's communication approach for the Royal Oak Redevelopment Study is designed to keep the City informed throughout the study while providing meaningful and transparent opportunities for community and stakeholder input. Tetra Tech recommends regular coordination with City staff, a layered public engagement strategy, and clear documentation of public comments and how they influence redevelopment alternatives and final recommendations. This approach helps ensure the project remains responsive to City priorities, reflects community values, and produces recommendations that are practical, defensible, and well understood by decision-makers and stakeholders.

Coordination With City Staff

Tetra Tech will maintain regular communication with City throughout the study to support efficient project management and timely decision-making. Coordination activities may include a project kickoff meeting, bi-weekly project management meetings, technical review meetings, workshop planning meetings, draft report review meetings, and a final recommendations meeting. Meeting summaries will be prepared following each coordination meeting to document key decisions, action items, and next steps.

Tetra Tech will work closely with the City Project Manager to confirm project milestones, review draft materials, coordinate meeting logistics, and address questions or issues as they arise. This regular communication structure helps maintain alignment between the project team and the City and supports a smooth review and approval process.

Community and Stakeholder Communication

Tetra Tech understands that the future of the Royal Oak property will have lasting impacts on the surrounding neighborhoods, the City's parks and recreation system, stormwater infrastructure, environmental resources, and future growth patterns. Successful redevelopment planning is not simply about developing technically sound alternatives; it is about developing alternatives that reflect community priorities, build public trust, and provide City leadership with informed, balanced recommendations.

Tetra Tech's community engagement philosophy is founded on four principles:

- **Transparency** – Share information early and often so stakeholders understand the planning process, project constraints, opportunities, and decision points.

- **Accessibility** – Provide multiple opportunities for participation through both in-person and digital engagement methods so all interested parties can participate.
- **Collaboration** – Encourage meaningful dialogue between residents, City staff, elected officials, regulatory agencies, and technical experts throughout the study.
- **Accountability** – Document all comments received and clearly demonstrate how stakeholder input influenced redevelopment alternatives and final recommendations.

Tetra Tech will use a layered engagement strategy that allows residents and other stakeholders to participate throughout the study, not only at formal meetings. This approach combines information sharing, education, listening, collaboration, feedback, and reporting results to continuously improve redevelopment alternatives as the project advances.

One of the first project activities will be identifying the stakeholders most affected by future redevelopment. Potential stakeholders include City leadership, City departments, local residents, neighborhood and homeowners associations, environmental organizations, recreation organizations, historic preservation groups, local businesses, real estate professionals, the Chamber of Commerce, and regulatory agencies, as appropriate.

Special emphasis will be placed on residents immediately surrounding the Royal Oak property, including neighborhoods north of Knox McRae Drive, south of Harrison Street, east of Park Avenue, and west of Barna Avenue. Additional outreach will target homeowners whose drainage, access, property values, or recreational opportunities may be affected by future redevelopment. One-on-one interviews may be used to provide valuable insight that may not emerge during public meetings.

Tetra Tech will use a range of communication tools to maximize participation and ensure the study remains accessible to both technical and non-technical audiences. These tools may include a dedicated project webpage, project fact sheets, frequently asked questions, meeting notices, workshop materials, presentation boards, comment forms, stakeholder databases, and periodic project updates. Where appropriate, communication materials will include project branding, interactive GIS maps, graphics, and summaries that help the public understand the project's objectives, constraints, and possible outcomes.

Public Engagement Plan

Tetra Tech approaches community involvement as a continuous planning activity that informs every phase of the project rather than a series of isolated public meetings. Our engagement strategy is designed to build trust through proactive communication, educate stakeholders on project opportunities and constraints, identify community priorities and desired outcomes, validate technical findings using local knowledge, build consensus around realistic redevelopment opportunities, and demonstrate how stakeholder input influenced the planning process and final recommendations.

A key outcome of the engagement process will be development of the ***Royal Oak Vision and Evaluation Framework***, which will establish the goals and priorities that define a successful future for the property. Through collaboration with residents, City staff, elected officials, and other stakeholders, Tetra Tech will identify the values, objectives, and implementation considerations that are most important to the

community. These priorities will be integrated with planning, engineering, environmental, housing, economic, and infrastructure analyses to create a transparent framework for evaluating redevelopment alternatives. This process recognizes that a successful redevelopment strategy must balance the goals of the community, the City's long-term planning objectives, technical and environmental constraints, fiscal sustainability, and implementation feasibility to create a vision that is both desirable and achievable.

Tetra Tech's proposed engagement program meets and exceeds the RFQ requirement of two (2) community workshops and one (1) City Council engagement by aligning outreach with key project milestones so that stakeholder input actively shapes redevelopment alternatives. Community engagement activities will occur concurrently with planning and engineering evaluations, allowing technical analyses and public input to continuously inform one another throughout the study.

- **Public Workshop No. 1 – Project Introduction and Initial Input.** The first community workshop will introduce the project, explain the study objectives, and focus on developing a shared vision for the future of Royal Oak. Instead of asking participants to react to predetermined concepts, Tetra Tech will facilitate discussions designed to identify what success looks like for the property and establish the goals that should guide redevelopment. Through interactive exercises and facilitated discussion, participants will identify priorities related to recreation, open space, neighborhood compatibility, environmental stewardship, stormwater management, mobility, fiscal responsibility, housing opportunities, placemaking, and long-term sustainability. City staff will also provide input regarding municipal goals, operational considerations, infrastructure needs, regulatory requirements, and long-term planning objectives. Tetra Tech will supplement these discussions with examples of successful placemaking strategies, parks, green infrastructure, and redevelopment projects from comparable communities to stimulate discussion and encourage creative thinking about Royal Oak's future.

The information gathered during this workshop will be synthesized into the ***Royal Oak Vision and Evaluation Framework***, which will establish the evaluation criteria used throughout the remainder of the study. This framework will define the goals against which redevelopment alternatives will be measured and create a transparent basis for comparing future scenarios. By establishing these goals before alternatives are developed, the planning process increases the likelihood that the final recommendations are practical, broadly supported, and capable of long-term implementation.

- **Public Workshop No. 2 – Alternatives and Recommendations.** The second community workshop will focus on evaluating the three (3) redevelopment scenarios selected for detailed analysis using the Royal Oak Vision and Evaluation Framework established during the first workshop. Rather than simply presenting conceptual plans, Tetra Tech will demonstrate how each redevelopment alternative performs against the goals and priorities identified by the community, City staff, and project team. Each scenario will be presented using a consistent evaluation framework that considers community compatibility, recreation and open space, environmental stewardship, stormwater performance, transportation, infrastructure needs, fiscal sustainability, housing considerations, implementation feasibility, and long-term community benefits. This structured evaluation provides stakeholders with a clear understanding of the strengths, tradeoffs, opportunities, and implementation considerations associated with each alternative. Participants will have the opportunity to validate whether the

redevelopment scenarios successfully achieve the goals established during Workshop No. 1, discuss the relative advantages of each alternative, and provide final input before recommendations are prepared. This workshop is intended to build consensus around a preferred direction by demonstrating how community priorities, technical analyses, and implementation considerations collectively informed the recommended strategy.

- **City Council Engagement.** Tetra Tech will also support a City Council engagement to brief elected officials on the study process, public input, scenario evaluation, and recommended next steps. City Council communications may include a kickoff briefing, periodic project updates, workshop summaries, a draft recommendation briefing, and a final presentation. This approach helps keep City leadership informed throughout the study and supports informed policy discussion.

Comment Management and Documentation

Tetra Tech will document, organize, and summarize public comments received throughout the project. Comments will be categorized by topic, including land use, recreation, open space, environmental resources, stormwater, transportation, neighborhood compatibility, infrastructure, housing, fiscal considerations, placemaking, and implementation.

Public input will be synthesized to identify common themes, priorities, opportunities, and concerns. These findings will be incorporated into the Royal Oak Vision and Evaluation Framework and considered throughout redevelopment scenario development, technical evaluation, and preparation of the final recommendations. Public Input Summaries prepared following each workshop will document stakeholder participation, major discussion topics, and the key themes that influenced the planning process and ultimately shaped the recommended redevelopment strategy.

By integrating public engagement with technical planning instead of treating it as a standalone activity, Tetra Tech provides the City with a transparent, collaborative, and defensible decision-making process. This approach not only satisfies the public engagement requirements of the RFQ but also establishes a shared vision that allows redevelopment alternatives to be evaluated objectively and provides City leadership with recommendations that are technically feasible, fiscally responsible, broadly supported, and capable of successful long-term implementation.

This documentation process supports transparency and accountability and demonstrates how public input informs the study findings and final recommendations. Tetra Tech will also prepare public input summaries following key engagement milestones to help the City communicate project feedback and decision points to stakeholders and elected officials.

Regulatory Coordination

Where appropriate, Tetra Tech will coordinate with applicable regulatory agencies to identify planning-level permitting considerations associated with redevelopment alternatives. Early coordination helps identify potential constraints before preferred alternatives are selected and supports more practical and implementable recommendations.

Communication Deliverables

Communication and engagement deliverables may include the following, as applicable to the City's preferred process:

- Community Engagement Plan
- Stakeholder Database
- Project Branding Package
- Project Fact Sheet
- Project FAQ
- Community Survey
- Workshop Materials
- Meeting Displays
- Presentation Boards
- Public Comment Database
- Public Input Summary No. 1
- Public Input Summary No. 2
- Comment Response Matrix
- Project Website Content
- City Council Presentation
- Final Community Engagement Report



Measuring Success

Tetra Tech evaluates the success of community engagement using measurable performance indicators such as participation across stakeholder groups, workshop attendance, survey responses, website traffic, interactive mapping participation, geographic distribution of participants, stakeholder organization representation, public comment response time, stakeholder satisfaction, and documentation showing how public input influenced the redevelopment recommendations.

By combining proactive City coordination, accessible public communication, and documented stakeholder feedback, Tetra Tech will help the City advance a

collaborative, transparent, and community-informed planning process that supports sound decision making for the Royal Oak property.

Quality Assurance

The goal of Tetra Tech's quality assurance (QA) program is to ensure that all projects, analyses, and deliverables are scientifically valid, accurate, defensible, and of known quality. Our client-oriented quality system has an emphasis on planning, teamwork, and communication. The objective of QA is to implement a set of review procedures and document these reviews to confirm that quality control (QC) has been carried out and acted upon. Throughout delivery, we apply a plan–do–check–act cycle to validate performance, capture lessons learned, and document corrective actions.



QA/QC planning begins during the development of the scope of work (Plan). Our Quality Management Plan is followed during project implementation (Do). Throughout the project, there are internal quality checks (Check). If there are any issues found during independent technical review, measures are taken to correct the issue (Act).

Tetra Tech maintains a rigorous QA/QC program that is applied consistently across all projects. Every deliverable will be subject to a structured internal review process prior to submission. This includes:

- **Peer Reviews:** All technical work will undergo peer review by a senior professional not directly responsible for the original task to ensure accuracy, regulatory compliance, and consistency with the City's standards.
- **Regulatory Compliance Checks:** Deliverables will be cross-checked against all applicable local/state/federal requirements to ensure full compliance.
- **Document Control:** A centralized system will be used for version tracking, reviewing comments, and final approvals, ensuring that only validated documents are released.
- **Continuous Improvement:** Lessons learned from previous similar programs will be incorporated into procedures, allowing the team to refine approaches and proactively address potential issues.

This systematic approach ensures that work products not only meet but exceed industry and City standards, providing the City with reliable, defensible documentation and designs.

QA/QC reviews on similar projects have resulted in fewer than 2% of client-requested revisions after final submission. Independent client surveys and feedback consistently rate Tetra Tech's work products as "Excellent" for technical accuracy, clarity, and regulatory compliance.

Stakeholder Involvement

Stakeholder involvement extends beyond the required public workshops. Throughout the study, Tetra Tech will coordinate closely with City staff, residents, neighborhood organizations, regulatory agencies, and other interested parties to ensure technical analyses reflect local knowledge and community priorities. By integrating stakeholder input throughout the planning process, we foster transparency, build consensus, and develop recommendations that are both technically sound and broadly supported.

Challenges or Concerns

The Royal Oak Redevelopment Study presents a unique opportunity to transform a historically significant property into a community asset that balances environmental stewardship, recreation, resilient infrastructure, compatible development, and fiscal sustainability. Achieving this vision requires thoughtful integration of planning, engineering, environmental science, and public engagement while recognizing the property's role within the surrounding drainage system and established neighborhoods. Tetra Tech's multidisciplinary, collaborative approach is specifically designed to address these challenges, allowing the City to make confident, informed decisions supported by objective analysis and a practical implementation roadmap.

TAB 7. RFQ SOLICITATION RESPONSE REQUIRED DOCUMENTS



Corporate Standing and Authorized Signatories

Tetra Tech's current State of Florida Certificate of Status included on the following page. William R. Brownlie, PhD, PE, is an authorized signatory as an officer of Tetra Tech as listed on Sunbiz.org.

Subcontractors

Tetra Tech will engage RVi Planning + Landscape Architecture as a subconsultant to support community engagement and outreach activities for this project. RVi will provide assistance with stakeholder engagement planning, workshop preparation, public-facing materials, and related outreach tasks. RVi's work will be coordinated through the Project Manager to ensure all deliverables align with the project scope and City expectations. Tetra Tech will maintain overall responsibility for project management, integration, and quality assurance.



Building Success with Local Expertise

Tetra Tech values strong partnerships with trusted local firms who bring proven expertise and deep knowledge of the community. These partnerships strengthen our ability to deliver solutions that are both practical and forward-looking, ensuring projects are informed by local insight, relationships, and an understanding of the City's priorities. By integrating the specialized skills of experienced subconsultants, we enhance our team's capacity to deliver high-quality results that reflect the needs and expectations of the communities we serve.

State of Florida
Department of State

I certify from the records of this office that TETRA TECH, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 28, 1988.

The document number of this corporation is P19034.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 5, 2026, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of January, 2026

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 4528800983CC

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

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

Local Business Tax Receipt

Tetra Tech's local business tax receipt for the Cocoa office is attached.

2025 - 2026

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
885042213

THE PERSON(S), OR ENTITY BELOW:
TETRA TECH NUS INC
ATTN: TAX DEPT
3475 E FOOTHILL BLVD
PASADENA, CA 91107

BUSINESS PERIOD: October 01, 2025 - September 30, 2026
EXPIRES: SEPTEMBER 30, 2026

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS.
BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS.
A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321)264-6969 or (321)633-2199

UPON A CHANGE OF OWNERSHIP OR LOCATION,
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS.

DBA
TETRA TECH NUS INC

LOCATION:
11 RIVERSIDE DR
SUITE 5
COCOA, FL 32922

OWNED BY:
TETRA TECH NUS INC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

470160	CONSULTING SERVICE
820005	RECEIPT AMT

LISA CULLEN, C.F.C. SEAL OF BREVARD COUNTY FLORIDA TAX COLLECTOR

Receipt Fee	37.00
Hazardous Waste Fee	0.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 000-25-00358510 08/04/2025 37.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940

Licenses and Certifications

Tetra Tech is registered with the Florida Department of Business and Professional Regulation, Engineering Business Registry license number 2429.

dbpr

FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION ONLINE SERVICES

HOME | CONTACT US | MY ACCOUNT

LICENSEE DETAILS

8:29:38 AM 7/2/2026 EST

License Information

Name	TETRA TECH, INC (Primary Name)
Main Address	201 E PINE STREET UNIT 1000 ORLANDO Florida 32801
County	Orange
License Mailing	3475 E FOOTHILL BLVD PASADENA California 91107
County	Out of State

License Information

License Type	Engineering Business Registry
Rank	Registry
License Number	2429
Status	Current
Licensure Date	05/10/1977
Expires	

Tetra Tech's required professional certifications/registrations for the disciplines included in the scope of services are included below.

dbpr

FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION ONLINE SERVICES

LICENSEE DETAILS

License Information

Name	PETERSON, MARK ANDREW (Primary Name)
DBA Name	TETRA TECH INC
Main Address	352 CAROLINA JASMINE LN ST JOHNS Florida 32259
County	St. Johns

License Information

License Type	Professional Geologist
Rank	PG
License Number	PG2806
Status	Current,Active
Licensure Date	05/28/2013
Expires	07/31/2028

dbpr

FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION ONLINE SERVICES

LICENSEE DETAILS

License Information

Name	GIDDENS, DAVID ROYSTON (Primary Name)
Main Address	20431 MARLIN STREET ORLANDO Florida 32833
County	Orange

License Information

License Type	Professional Geologist
Rank	PG
License Number	PG1654
Status	Current,Active
Licensure Date	02/18/1994
Expires	07/31/2028


Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ZIEGLER, TIMOTHY F.
8163 WHISTLEWING COURT
ORLANDO FL 32817

LICENSE NUMBER: PE58826
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.


Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MCCLUNG, JAIME ROONEY
1862 TUMBLEWATER BLVD
OCOEE FL 34761

LICENSE NUMBER: PE63088
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Tetra Tech's corporate registration status is ACTIVE on the Florida Department of State, Division of Corporations website.

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
TETRA TECH, INC.

Filing Information

Document Number	P19034
FEI/EIN Number	95-4148514
Date Filed	04/28/1988
State	DE
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/30/2003
Event Effective Date	01/02/2004

Principal Address

3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Changed: 07/14/2003

Mailing Address

3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Changed: 07/14/2003

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 03/18/1992

Address Changed: 03/18/1992

Officer/Director Detail

Name & Address

Title Senior Vice President, Chief Engineer
BROWNLIE, WILLIAM R
3475 E. Foothill Blvd.
Pasadena, CA 91107

Title Senior Vice President, Corporate Administration

LEMMON, RICHARD A
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Executive Vice President, CFO and Assistant Secretary

BURDICK, STEVEN M
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Chairman of the Board, CEO

Batrack, Dan L.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

TAB 8. REQUIRED FORMS

Attachment A - Certification Regarding Lobbying

Attachment B - City of Titusville E-Verify Affidavit

Attachment C - Contractor Affidavit Regarding Scrutinized Company List

Attachment D - Human Trafficking Affidavit

Attachment E - Public Entity Crimes

Attachment F - Certification of Bidder Regarding Equal Employment Opportunity

Attachment G - Drug Free Workplace Certification

Attachment H - Certification Regarding Debarment and Suspension

Attachment I - Truth in Negotiation Certification

Attachment J – Addendum Acknowledgement

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor Tetra Tech, Inc. certified or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Jennifer Kremer, Senior Project Manager

Name and Title of Contractor's Authorized Official

7-6-26

Date

ATTACHMNET B

City of Titusville

E-Verify Affidavit

Obligation for State Funded Contracts:

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http:// www.uscis.govle-verify) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

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

Federal Employer Identification Number (FEIN): 95-4148514

Jennifer Kremer	Senior Project Manager	[signature]
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Tetra Tech, Inc.	7-6-26
Name of Contractor	Date

823 N. Cocoa Blvd., Suite D, Cocoa	FL	32922
Address of Contractor	State	Zip Code

Notary Public Information

STATE OF FLORIDA
COUNTY OF BREVARD

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

this 06 day of JULY, 2026 (year), by JENNIFER KREMER (name of person acknowledging).

TARUN GUPTA	[signature]
(Print, Type, or Stamp Commissioned Name of Notary Public)	(Signature of Notary Public)

Personally Known _____ OR Produced Identification X Type of Identification Produced FL, DRIVER LICENSE

NOTARY PUBLIC STATE OF FLORIDA

TARUN GUPTA
Commission # HH 638820
Expires June 9, 2029

ATTACHMENT C

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

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

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

1. The Business address of 823 N. Cocoa Blvd, Suite D, Cocoa, FL 32922 (name of bidder or contractor) is Tetra Tech, Inc.
2. My relationship to Tetra Tech, Inc. (name of bidder or contractor) is Senior Project Manager (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Tetra Tech, Inc. (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Tetra Tech, Inc. (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Tetra Tech, Inc. (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature | Jennifer Kremer (Printed Name) | Senior Project Manager (Title) Name of bidder or contractor

Notary Public Information

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 06 day of JULY, 2026 (year), by JENIFFER KREMER (name of person acknowledging).

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

Tarun Gupta
(Signature of Notary Public)

Personally Known ____ OR Produced Identification X Type of Identification Produced A, DRIVER LICENSE

NOTARY PUBLIC STATE OF FLORIDA
TARUN GUPTA
Commission # HH 638820
Expires June 9, 2029

ATTACHMENT D

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Titusville (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Tetra Tech, Inc., a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity)
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: Tetra Tech, Inc.
Authorized Signature: Jennifer Kremer
Printed Name: Jennifer Kremer
Title: Senior Project Manager

STATE OF FLORIDA
COUNTY OF BREVARD
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 06 day of JULY, 2026, by JENNIFER KREMER, as Sr. Project Manager on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced FL DRIVER LICENSE as identification.

Tarun Gupta
Notary Public Signature

(Affix Notary Stamp or Seal)

NOTARY PUBLIC STATE OF FLORIDA
TARUN GUPTA
Commission # HH 638820
Expires June 9, 2029

Print, Type or Stamp Name of Notary: TARUN GUPTA
06/09/2029 My commission expires:

ATTACHMENT E

(3 pages)

PUBLIC ENTITY CRIMES

Any person submitting a bid, Bid or reply in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or Bid opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or Bid may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

A public entity may not accept any bid, Bid or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO) to provide goods or services to **THE CITY OF TITUSVILLE**, a person shall file a sworn statement with the contracting officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR BID, BID OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, OR BID.

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the CO-26-Q-045 TB. Bid/Bid for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by Tetra Tech, Inc. whose business address is 823 N. Cocoa Blvd, Suite D, Cocoa FL 32922 and (if applicable) its Federal Employer Identification (FEIN) is 95-4148514.

3. My name is Jennifer Kremer (please print name of individual signing) and my relationship to the entity named above is Senior Project Manager.

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

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

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

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

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

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

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

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

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

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

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

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

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

_____
(Signature)

Date: 7-6-26

Notary Public Information

STATE OF FLORIDA

COUNTY OF BREVARD

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

this 06 day of JULY, 2026 (year), by JENNIFER KREMER (name of person acknowledging).

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

Tarun Gupta
(Signature of Notary Public)

Personally Known _____ OR Produced Identification X Type of Identification Produced FL, DRIVER LICENSE

NOTARY PUBLIC STATE OF FLORIDA

TARUN GUPTA
Commission # HH 638820
Expires June 9, 2029

ATTACHMENT F

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective Consultant, or any of their proposed subconsultants, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

Tetra Tech, Inc.

823 N Cocoa Blvd, Suite D, Cocoa, FL 32922

1. Bidder has participated in a previous contract or subconsultant subject to the Equal Opportunity Clause.
X Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.
X Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions.
X Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? _____ Yes X No

Jennifer Kremer, Senior Project Manager

NAME AND TITLE OF SIGNER (Please type)

[signature] 7-6-26

SIGNATURE DATE

ATTACHMENT G

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

Vendor's Signature	Senior Project Manager Title	7-6-26 Date

Notary Public Information

STATE OF FLORIDA

COUNTY OF BREVARD

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

this 06 day of JULY, 2026 (year) by JENNIFER KREMER (name of person acknowledging).

TARUN GUPTA	Tarun Gupta
(Print, Type, or Stamp Commissioned Name of Notary Public)	(Signature of Notary Public)

Personally Known _____ OR Produced Identification Y Type of Identification Produced FL DRIVER LICENSE

TARUN GUPTA
Commission # HH 638820
Expires June 9, 2029

ATTACHMENT H

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the contractor is required to verify that none of the contractor's principles (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

2. The contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the City of Titusville.I f it is later determined that the contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City of Palm Bay, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Authorized Signature	823 N Cocoa Blvd, Suite D Address
Jennifer Kremer, Senior Project Manager Printed Name & Title	Cocoa, FL 32922 City, State, Zip Code
Tetra Tech, Inc. Company	7-6-26 Date

ATTACHMENT I

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.

Tetra Tech, Inc.
Name of Consultant

By: _____ 7-6-26
Date

Notary Public Information

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 06 day of JULY, 2026, by (year)

JENNIFER KREMER
(name of person acknowledging)

Tarun Gupta
(Signature of Notary Public - State of Florida)

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

Personally Known _____ OR Produced Identification X

Type of Identification Produced FL, DRIVER LICENSE

NOTARY PUBLIC STATE OF FLORIDA
TARUN GUPTA
Commission # HH 638820
Expires June 9, 2029

Addendum Acknowledgment

By signing each line below, Bidder acknowledges that the corresponding addenda have been received and are included in this solicitation packet:

- ☑ Addendum 1 _____ Dated Jun 25, 2026
- ☑ Addendum 2 _____ Dated Jul 6, 2026
- ☐ Addendum 3 _____ Dated _____
- ☐ Addendum 4 _____ Dated _____

ATTACHMNET B

City of Titusville

E-Verify Affidavit

Obligation for State Funded Contracts:

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http:// www.uscis.govle-verify) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

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

Federal Employer Identification Number (FEIN): 74-2546670

Erika Hughes	Director of Planning	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

RVE Inc dba RVi Planning + Landscape Architecture	07/08/2026
Name of Contractor	Date

111 N. Magnolia Ave., Suite 1350	Orlando	32801
Address of Contractor	State	Zip Code

Notary Public Information

STATE OF FLORIDA
COUNTY OF ORANGE

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

this 8th day of July, 2026 (year), by Erika Hughes (name of person acknowledging).

Jennifer N Lopez

Notary Public State of Florida
Jennifer N. Lopez
My Commission HH 443763
Expires 12/25/2027

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

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

ATTACHMENT C

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

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

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

1. The Business address of RVE Inc. dba RVi Planning + Landscape Architecture (name of bidder or contractor) is 111 N. Magnolia Ave. Suite 1350 Orlando, FL 32801.
2. My relationship to RVE Inc. dba RVi Planning + Landscape Architecture (name of bidder or contractor) is Director of Planning (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. RVE Inc. dba RVi Planning + Landscape Architecture (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. RVE Inc. dba RVi Planning + Landscape Architecture (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. RVE Inc. dba RVi Planning + Landscape Architecture (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Erika Hughes	Erika Hughes, Director of Planning	RVE Inc. dba RVi Planning + Landscape Architecture
Signature	Printed Name	Title Name of bidder or contractor

Notary Public Information

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 8th day of July, 2026 (year), by Erika Hughes (name of person acknowledging).

Notary Public State of Florida
Jennifer N. Lopez
My Commission HH 443763
Expires 12/25/2027

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

(Signature of Notary Public)

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

ATTACHMENT F

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective Consultant, or any of their proposed subconsultants, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

RVE Inc. dba RVi Planning + Landscape Architecture

111 N. Magnolia Ave. Suite 1350 Orlando, FL 32801

1. Bidder has participated in a previous contract or subconsultant subject to the Equal Opportunity Clause.
x Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.
_____ Yes _____ No N/A

3. Bidder has filled all compliance reports due under applicable instructions.
_____ Yes _____ No N/A

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? _____ Yes x No

Erika Hughes, Director of Planning

NAME AND TITLE OF SIGNER (Please type)

Erika Hughes

Digitally signed by Erika Hughes
DN: C=US, E=EHughes@rviplanning.com, O="RVi Planning + Landscape Architecture", CN=Erika Hughes
Date: 2025.07.08 15:05:00 -04'00'

SIGNATURE

07/08/2028

DATE

ATTACHMENT G

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

Erika Hughes	Director of Planning	07/08/2026
Vendor's Signature	Title	Date

Digitally signed by Erika Hughes
DN: C=US, E=EHughes@rvplanning.com, O="RVi Planning + Landscape Architecture", CN=Erika Hughes
Date: 2026.07.08 15:34:44-04'00'

Notary Public Information

STATE OF FLORIDA

COUNTY OF ORANGE

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

this 8th day of July, 2026 (year), by Erika Hughes (name of person acknowledging).

Notary Public State of Florida
Jennifer N. Lopez
My Commission HH 443763
Expires 12/25/2027

Jennifer N Lopez	
(Print, Type, or Stamp Commissioned Name of Notary Public)	(Signature of Notary Public)

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

APPENDIX

Architect Engineering Qualifications - Standard Form 330 (SF330)

ARCHITECT-ENGINEER QUALIFICATIONS

PART I – CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (CITY AND STATE)
Professional Planning & Engineering Consulting Service-Royal Oak, Titusville, Florida

2. PUBLIC NOTICE DATE 6/17/2026

3. SOLICITATION OR PROJECT NUMBER RFQ CO-26-Q-045 TB

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Jennifer Kremer, Program Manager

5. NAME OF FIRM
Tetra Tech

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
321-636-6470	n/a	Jen.Kremer@tetratech.com

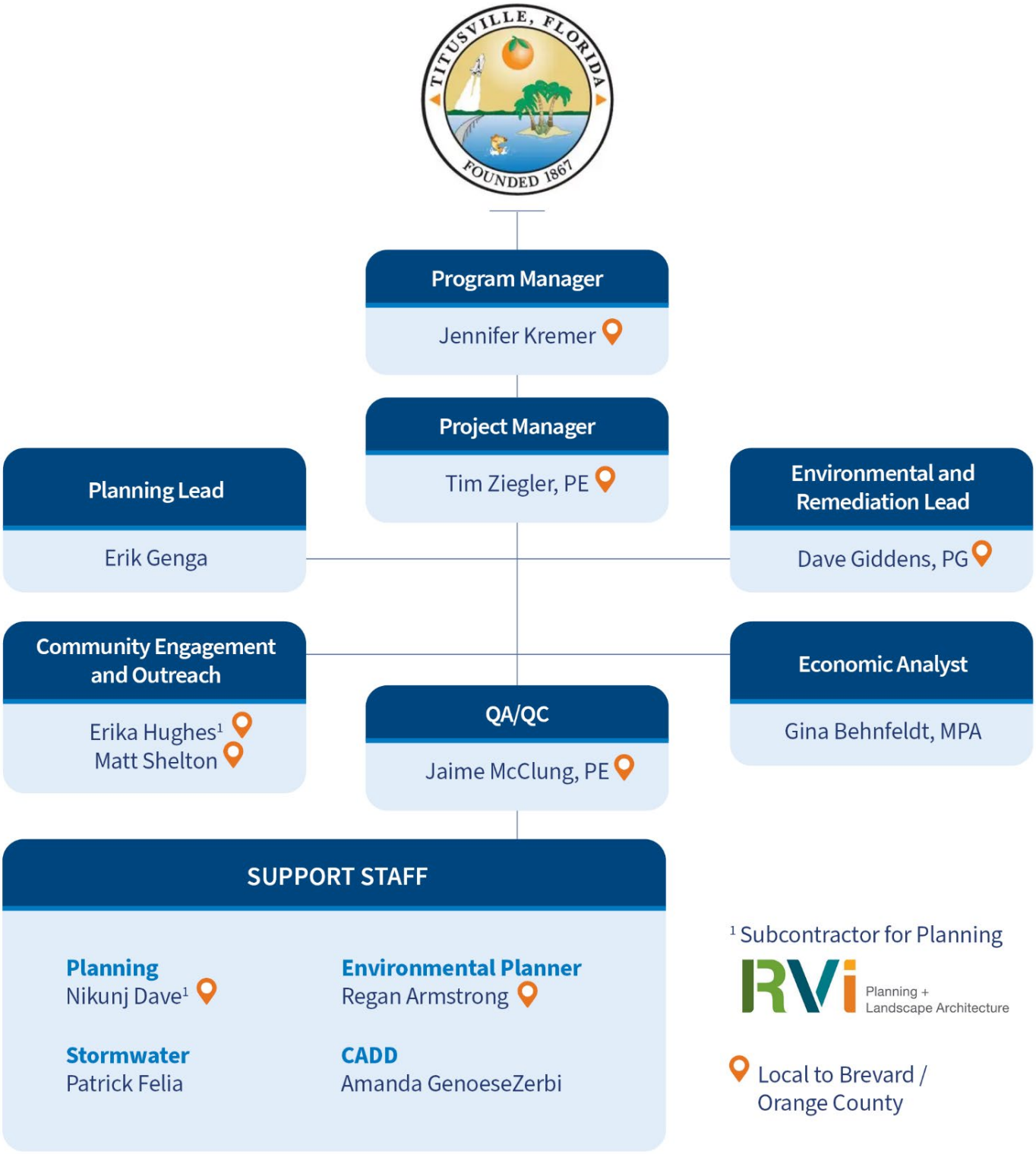
C. PROPOSED TEAM

(COMPLETE THIS SECTION FOR THE PRIME CONTRACTOR AND ALL KEY SUBCONTRACTORS.)

	(CHECK) PRIME	J-V PARTNER	SUBCONTRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE
a.	√			Tetra Tech ☒ CHECK IF BRANCH OFFICE	823 N Cocoa Blvd, Ste D, Cocoa, FL 32922	Environmental & Engineering Services
b.			√	RVI Planning ☒ CHECK IF BRANCH OFFICE	111 N Magnolia Ave, Suite 1350 Orlando, FL 32801	Community Engagement & Outreach Services
c.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX
d.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX
e.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX
f.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX
g.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX
h.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX
i.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX
j.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX
k.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX
l.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (ATTACHED)


Program Manager
Jennifer Kremer
Project Manager
Tim Ziegler, PE
Planning Lead
Erik Genga
Environmental and Remediation Lead
Dave Giddens, PG
Community Engagement and Outreach
Erika Hughes[1]
Matt Shelton
QA/QC
Jaime McClung, PE
Economic Analyst
Gina Behnfeldt, MPA
SUPPORT STAFF
Planning
Nikunj Dave[1]
Environmental Planner
Regan Armstrong
Stormwater
Patrick Felia
CADD
Amanda GenoeseZerbi
[1] Subcontractor for Planning
RVi Planning + Landscape Architecture
Local to Brevard / Orange County

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(COMPLETE ONE SECTION E FOR EACH KEY PERSON.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE A. TOTAL	B. WITH CURRENT FIRM
Jennifer Kremer	Program Manager	23 years	1 year

15. FIRM NAME AND LOCATION (CITY AND STATE)
Tetra Tech (Titusville, Florida)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Environmental Engineer, BS, MS	

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)
iPEC Certified Professional Coach, NASA Exceptional Achievement Award (2017), NASA Spaceflight Awareness Management Award (2025)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
NASA ENTERPRISE ENVIRONMENTAL SUPPORT SERVICES (NESS) ACQUISITION, KSC, FLORIDA	2025	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☐ check if project performed with current firm

Directed development of NASA's agency-wide environmental services strategy for all NASA Centers, Led strategic planning, stakeholder coordination, governance development, and implementation across multiple organizations. (Medium. $350M); Program Manager

b.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
EXPLORATION PRODUCTION & OPERATIONS CONTRACT REQUIREMENTS DEVELOPMENT, KSC FLORIDA	2022	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☐ check if project performed with current firm

Led multidisciplinary planning, evaluated alternatives, and coordinated stakeholders to develop long-term implementation strategies for the Space Launch System (Artemis vehicle); (Large. $4B); Role: Kennedy Space Center Lead Manager

c.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
COMMERCIAL CREW PROGRAM STRATEGIC TRANSFORMATION, KSC, FLORIDA	2023	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☐ check if project performed with current firm

Directed strategic planning, budgeting, organizational improvements, and stakeholder coordination for NASA's Commercial Crew Program. Implemented initiatives that improved efficiency while reducing program costs by more than $20 million. Role: Safety and Mission Assurance Program Manager

d.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
ENVIRONMENTAL LIABILITY & CAPITAL PLANNING, KSC FLORIDA	2010	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☐ check if project performed with current firm

Developed long-range funding strategies, lifecycle cost estimates, and budget forecasts supporting NASA's environmental liability program and executive decision-making. (Large. $10M) Role: Project Manager/Strategic Planning Lead

e.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
NASA ENTERPRISE LOGISTICS SUPPORT SERVICES, TITUSVILLE, FL	Ongoing	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Leading Tetra Tech's pursuit of NASA's $1.4 billion Enterprise Logistics Services Support (NELSS) BPA, coordinating a multidisciplinary team to develop the management approach, technical strategy, organizational structure, public engagement approach, and implementation framework. Responsible for project planning, partner integration, schedule management, proposal development, and executive coordination across multiple technical disciplines and subcontractors. (Large. $1.4B) Role: Capture Manager

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(COMPLETE ONE SECTION E FOR EACH KEY PERSON.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE A. TOTAL	B. WITH CURRENT FIRM
Tim Ziegler, PE	Project Manager/Technical Lead	30	3

15. FIRM NAME AND LOCATION (CITY AND STATE)
Tetra Tech (Cocoa, Florida)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
BS, Civil Engineering, 1996	Professional Engineer #58826 (Florida, Civil) Professional Engineer #45509 (SC, Civil)

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)
Florida Stormwater, Erosion, and Sedimentation Control Inspector FSESCI, UF/IFAS Extension Water School

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
JOHN DEERE ORLANDO TRAINING CENTER IMPROVEMENTS (ORLANDO, FL)	2025	2026

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Site planning, design, permitting, and construction administration for improvements to the John Deere Orlando Training Center. This design-build project included stormwater design, parking, septic and utility modifications associated with the training center expansion. Medium. $173,750. Senior Engineer.

b.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
CLAY HILL INDUSTRIAL FACILITY (CLAY COUNTY, FL)	2023 – Ongoing	Ongoing

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Stormwater and site design, permitting, and construction administration for a +/- 90-acre, $270 million, Industrial Facility located within Clay County, FL. The project consists of three separate plants totaling approximately 750,000 sq-ft of Industrial buildings and associated infrastructure. This project required close coordination with Tetra Tech's Environmental Wetlands team, Cooper Architecture, RVI Planning and Design, IKO, SJRWMD, and Clay County. Medium. $700,000. Senior Engineer.

c.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
TMT WEST JAXPORT INDUSTRIAL FACILITY (JACKSONVILLE, FL)	2024	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Stormwater, site design, and permitting for a 23-acre Industrial Facility owned by the Jacksonville Port Authority. Designed three stormwater ponds totaling 500,000 cubic feet of storage, and associated site infrastructure for a 150,000 sq ft warehouse. Medium. $323,000. Senior Engineer.

d.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
THE PACKING DISTRICT (ORLANDO, FL)	2023	Constructed

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☐ check if project performed with current firm

Stormwater, site design, and permitting for a joint project with City of Orlando and Dr. Phillips Charities involving 160 acres in downtown Orlando. Designed and modeled master stormwater pond for a city park featuring recreational trails through upland, wetland, and waterfront areas connecting pedestrian traffic to the park and apartments. ENR 2019 Best Small Project. Florida Stormwater Association Excellence Award for Outstanding Commitment to Stormwater Management Practices. Large. $700 million. Senior Engineer.

e.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
VICTORY POINTE MASTER STORMWATER (CLERMONT, FL)	2018	Constructed

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☐ check if project performed with current firm

Stormwater modeling, layout, and design for a city park featuring an innovative natural marsh biological filtration system, nutrient removal filter, and master stormwater pond treating 68 acres in downtown Clermont, incorporating sections of the Minneola Trail and Clermont's Historic Village into the treatment stream. American Society of Landscape Architects 2019 Award of Honor – ENR 2019 Best Small Project – 2019 Florida Stormwater Association Excellence Award. Large. $10.4 million. Senior Engineer.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(COMPLETE ONE SECTION E FOR EACH KEY PERSON.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE A. TOTAL	B. WITH CURRENT FIRM
David Giddens, PG	Environmental and Remediation Lead	35	15

15. FIRM NAME AND LOCATION (CITY AND STATE)
Tetra Tech (Orlando, Florida)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
BS (Geology)	Professional Geologist (Florida #1654)

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)
OSHA 40-Hour HAZWOPER Training and Annual Refreshers, OSHA 30-Hour Construction Safety Training

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (CITY AND STATE)
FORMER SAM SNEEDS GOLF COURSE PHASE I & II ESA, UST CLOSURE, ASBESTOS ABATEMENT, WASTE PROFILING/DISPOSAL, REMEDIATION PLAN, SOIL REMOVAL & IMPOUNDMENT CELL CONSTRUCTION (COCOA, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2021	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Project Manager. Conducted Phase I/II ESA's, soil and groundwater testing, UST removal and closure, asbestos survey and abatement, special waste assessment, removal, profiling, and disposal; design of on-site waste containment cell, excavation of 8,000 cubic yards of arsenic impacted soil, construction of containment cell, pre site development clearance testing, and associated reporting. Medium Project: $318,470

b.

(1) TITLE AND LOCATION (CITY AND STATE)
PREMIER CITRUS DUE DILIGENCE, ESA, AND CONCEPTUAL DESIGN (VERO BEACH, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2023	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Project Manager. Due diligence for the purchase of the former Premier Citrus Property adjacent to the West Regional Wastewater Treatment Facility in Vero Beach, Florida. Provided Phase I and II ESA, preliminary design and cost estimate for a facility to store reclaimed water, and the permitting path for the proposed facility. Removed two registered ASTs and one waste oil tank. Assessment of soil impacts at the site following tank removal with no further action required from FDEP. Arsenic exceeding Soil Cleanup Target Levels was identified in Phase II, and Tetra Tech delineated the arsenic. Assisted County with addressing issues with supply wells, including closing out a public potable supply well permit, repairing an artesian well, and designing a percolation pond for discharge of treated wastewater on the Site. Medium Project: $162,989

c.

(1) TITLE AND LOCATION (CITY AND STATE)
INVESTIGATION, REMEDIATION, AND STRATEGIC CONSULTING AT CABOT/KOPPERS SUPERFUND SITE (GAINESVILLE, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Ongoing	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Project Manager. Oversight of DNAPL recovery wells and monitor wells, and exploratory borings for assessment of DNAPL impacted areas. Provided oversight of general contractors responsible for removal of trees, fences, and excavation of DNAPL impacted soil, restoration of clean soil, and restoration of properties (fencing, landscaping, etc.) in neighborhood surrounding former wood treating facility. Large Project: $6.5 M

d.

(1) TITLE AND LOCATION (CITY AND STATE)
FORMER SPELLMAN ENGINEERING SITE (ORLANDO, FL)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2022	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Program Manager. Site assessment and revision of conceptual site model, construction and O&M of interim groundwater recovery and treatment system, demolition and recycling/disposal of relic molasses injection system components, site restoration actions to address physical property impacts, groundwater sampling and annual reporting, forensic analysis of nearby facilities to identify contributors to site contaminants, and abandonment of former injection, extraction and monitoring wells. Medium Project: $625,465

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(COMPLETE ONE SECTION E FOR EACH KEY PERSON.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Erik Genga	Lead Planner	27	11

15. FIRM NAME AND LOCATION (CITY AND STATE)

Tetra Tech (Harrisburg, Pennsylvania)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Bachelor of Science, Regional Planning	American Planning Association Member

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
COMPREHENSIVE PLANNING AND TECHNICAL SERVICES FOR DISASTER RECOVERY AND COMMUNITY DEVELOPMENT PROGRAMS (LEXINGTON COUNTY, SC)	Ongoing	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Comprehensive services for the County's federally funded CDBG-DR/MIT and entitlement programs. Program support including consolidated and action plan development, public engagement/outreach, project identification and vetting, funding analysis, compliance oversight, and planning support. Supported the County's disaster recovery and mitigation efforts.

b.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
HYANNIS HARBOR MUNICIPAL VULNERABILITY PREPAREDNESS RESILIENCE PLAN (BARNSTABLE, MA)	2025	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Developed Municipal Vulnerability Preparedness Resilience Plan for the Hyannis Harbor port waterfront. Led economic analysis and preparation of initial economic development recommendations for inclusion in the plan.

c.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) TECHNICAL SERVICES (MONROE COUNTY, FL)	2024	2024

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Technical support program implementation guidance on the County's HUD funded disaster recovery (CDBG-DR) program. Development of comprehensive guidelines and support documentation for the implementation of community recovery programs including residential buyout and relocation as well as public infrastructure and facility recovery projects. Primary HUD consultant regarding the County's CDBG-DR program.

d.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
REGIONAL STRATEGIC PLAN & REDEVELOPMENT FEASIBILITY STUDY (WATKINS GLEN, NY)	2020	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Development of a regional strategic plan for two villages in upstate New York, and a reuse feasibility study to redevelop a former wastewater treatment plant into mixed use development. Work involved general planning support and zoning ordinance review and recommendations to promote redevelopment in Watkins Glen.

e.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
SUBARU PARK REGIONAL ANALYSIS AND REDEVELOPMENT PLAN (CHESTER, PA)	2010	2010

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☐ check if project performed with current firm

Supported the City of Chester in the development of the Philadelphia Union soccer stadium in a predominantly abandoned, former industrial waterfront region of the City. Conducted blight analyses for target regions along the waterfront to establish blight certified areas qualifying those regions for federal redevelopment funds. Developed a targeted redevelopment plan and a funding strategy for the stadium development.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(COMPLETE ONE SECTION E FOR EACH KEY PERSON.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Erika Hughes	Director of Planning	21	1

15. FIRM NAME AND LOCATION (CITY AND STATE)

RVi Planning + Landscape Architecture (Orlando, Florida)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
B.S., Legal Studies, University of Central Florida	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)

Erika is a seasoned professional with 20 years of experience leading entitlement, permitting and land use planning efforts across Florida. As Director of Planning at RVi, she oversees complex planning initiatives, guiding clients through due diligence, land use analysis, development strategy and regulatory approvals. Erika's background includes expert witness research and deep knowledge of the Florida entitlement process. Her ability to navigate agency coordination and provide strategic solutions makes her a trusted partner on both public and private sector projects throughout the state.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
CITY OF COCOA GENERAL PLANNING SERVICES/STAFF AUGMENTATION (COCOA, FL)	4/2023 - Present	N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☐ check if project performed with current firm

As Project Manager/Point of Contact, for a variety of planning services for the City of Cocoa. Heading into the third year of contracting services, RVi reviews the majority of planning and zoning applications, prepares staff reports, meets with the City and Applicants to coordinate on project issues, and presents the cases at hearings. The role has expanded to include LDC and Comprehensive Plan updates relating to specific urban corridors and transit-oriented development.

b.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
CITY OF OCALA 2035 VISION PLAN (OCALA, FL)	2010	N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

The Ocala 2035 Vision Plan is a long-range, community driven framework developed through a robust public engagement process including leadership group meetings, focus groups, workshops, and a citywide design conference. The plan establishes a shared vision built around three core design topics: Urban Form & Open Space, Building & Site Design, and Mobility & Connectivity. It addresses key issues such as improving mobility options, creating vibrant mixed-use centers, enhancing gateways, revitalizing corridors, and preserving the city's historic character. As a Senior Planner, Erika facilitated public workshops, focus groups and a citywide design conference to capture community priorities. Conducted existing conditions analysis, prepared maps and graphics, and drafted plan content and implementation strategies adopted into the City's Comprehensive Plan.

c.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
WELLNESS WAY (CLERMONT, FL)	2019	Ongoing

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Applicant and project manager leading the entitlement effort for an 1,850-unit planned development on approximately 743 acres in Clermont, Florida. Directed the entitlement of residential neighborhoods, community clubhouse amenities, open space, ponds, and wetlands, anchored by a 10+ acre amenity center sited in the heart of the community. Coordinated planning, landscape architecture, and engineering input to support the approvals process and shape a live-work-play community vision.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(COMPLETE ONE SECTION E FOR EACH KEY PERSON.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE A. TOTAL	14. YEARS EXPERIENCE B. WITH CURRENT FIRM
Matthew Shelton	Community Engagement & Outreach	25	15

15. FIRM NAME AND LOCATION (CITY AND STATE)
Tetra Tech (Cocoa, Florida)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
BS, Environmental Health	FDEP Qualified Stormwater Management Inspector #48991

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)
OSHA 40-Hour HAZWOPER Training, 8-Hour Annual Refresher Training; OSHA Site Supervisor Training, 30-Hour Construction OSHA Training; Fall Prevention and Protection Competent Person Training.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED PROFESSIONAL SERVICES	(2) YEAR COMPLETED CONSTRUCTION (IF APPLICABLE)
PREMIER CITRUS PROPERTY DUE DILIGENCE, SITE ASSESSMENT, AND CONCEPTUAL DESIGN (VERO BEACH, FL)	2023	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Project Manager. Due diligence for the purchase of the former Premier Citrus Property adjacent to the West Regional Wastewater Treatment Facility. Led the technical teams to provide a full Phase 1 and limited Phase 2 Environmental Site Assessment and a preliminary design and cost estimate for a facility to store reclaimed water. Determined the required permitting path for the proposed facility and identify potential issues and limiting factors for the permitting effort. Removed two registered above ground storage tanks, and one waste oil tank. Site assessment of soil impacts at the site following tank removal. FDEP approved the site assessment and tank removal with no further action. Arsenic in exceedance of Soil Cleanup Target Levels (SCTLs) was identified and delineated in Phase II. Assisted the County with losing out a public potable supply well permit, and repairing an artesian well on the site. Designed a percolation pond for discharge of treated wastewater on the Site. Medium. Cost: $162,989.

b.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED PROFESSIONAL SERVICES	(2) YEAR COMPLETED CONSTRUCTION (IF APPLICABLE)
STORMWATER MASTER PLANNING FOR ST. LUCIE COUNTY (ST. LUCIE COUNTY, FL)	Ongoing	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Technical and Outreach Support. Provided technical support for the countywide Stormwater Master Plan, including reviewing existing data, stakeholder outreach, preparation of development options, and review of the County's Comprehensive Plan and Code of Ordinances. Recommended revisions to support stormwater management, resiliency goals, and redevelopment-friendly stormwater practices. Assisted with public engagement effort that included in-person workshops, webinars, website and social media content, fact sheets, FAQs, artist renderings, and online surveys. Large. $2.29 Million.

c.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED PROFESSIONAL SERVICES	(2) YEAR COMPLETED CONSTRUCTION (IF APPLICABLE)
SOUTH CENTRAL REGIONAL WASTEWATER TREATMENT PLANT ASSESSMENT AND DESIGN, BREVARD COUNTY UTILITIES DEPARTMENT (BREVARD COUNTY, FL)	2021	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Project Manager. Provided the response to the Florida DEP Consent Order for water quality exceedances. Investigated treatment wetlands sediments for the presence of muck and sampled effluent and monitoring wells for nutrients and feal coliforms. Performed fecal coliform source tracing to identify the source of the fecal coliforms. Monitoring well exceedances were the result of birds and required no modification to the plant operations. Exceedances for nitrogen and phosphorus were linked to vegetation management and minor muck presence throughout the wetland. Tetra Tech is currently working with Brevard County to complete an assessment of all four wetland cells and prepare bid specifications for muck removal, vegetation removal, and wetlands restoration in accordance with the Consent Order requirements. Medium. Cost: $105,879.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(COMPLETE ONE SECTION E FOR EACH KEY PERSON.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Gina Behnfeldt	Planning Economic Analyst	34	12

15. FIRM NAME AND LOCATION (CITY AND STATE)

Tetra Tech (Glen Mills, Pennsylvania)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Master of Public Administration, Quantitative Analysis	NA

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
PROGRAM IMPLEMENTATION (DOVER, DE)	2023	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Project manager leading compliance, comprehensive grant administration, and program management services for $35 million allocation of federal American Rescue Plan Act funding to Kent County, Delaware. Creation and implementation of Nonprofit Program for At-Risk Population Service Providers.

b.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
REGIONAL STRATEGIC PLAN AND REDEVELOPMENT FEASIBILITY STUDY (WATKINS GLEN, NY)	2020	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Led development of a regional strategic plan for two villages in upstate New York, and a reuse feasibility study to redevelop a former wastewater treatment plant into mixed use development. Work involved extensive community and stakeholder engagement, retail gap analysis, zoning ordinance review and recommendations, construction cost estimates, project profiles, and a funding matrix identifying viable public resources for the redevelopment project.

c.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (TALLAHASSEE, FL)	2019	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Subject matter expert and team member composing Rebuild Florida business assistance and job training programs employing Community Development Block Grant-Disaster Recovery funding. Work included program parameters, eligibility, approval process flows, and supporting policy and procedures development.

d.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
RIVERFRONT PARK (NEWARK, NJ)	2018	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☐ check if project performed with current firm

Owner's representative and project manager of 12-acre Riverfront Park expansion to develop a linear park along the Passaic River adjacent to downtown Newark, NJ. Specific tasks included securing $21 million in funding; supporting site control; predevelopment management including surveying, utility location, geotechnical, and environmental due diligence; public engagement; procurement of landscape architect and construction manager; management of complex regulatory approvals; and budget management.

e.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
ECONOMIC DEVELOPMENT ACTION PLAN (BELVIDERE, NJ)	2017	

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☐ check if project performed with current firm

Project manager leading creation of Economic Development Action Plan including implementation plan prioritization; best practices and model zoning ordinances; developer attraction; development process review audit; process flow for handling development inquiries, opportunity inquiry form, and inquiry tracker; development sites inventory including commercial properties, contaminated sites, geographic information system site maps, and property information forms.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(COMPLETE ONE SECTION E FOR EACH KEY PERSON.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Jaime McClung, PE	QA/QC Lead	13	3

15. FIRM NAME AND LOCATION (CITY AND STATE)

Tetra Tech (Cocoa, Florida)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
MS (Civil Engineering/Transportation) BS (Civil Engineering/Business Minor)	Professional Engineer (Florida #63088, Civil)

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)

NA

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
JOHN DEERE ORLANDO TRAINING CENTER IMPROVEMENTS (ORLANDO, FL)	2025	2026

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Project Manager. Provided site design, permitting, and construction administration for improvements to the John Deere Orlando Training Center. This design-build project included removal of an existing modular office building, design of a new training and office building, and associated stormwater, parking, septic and utility modifications. This project required close coordination with Orange County, Florida Department of Health, the project contractor, building architect, and landscape architect. Medium. $173,750.

b.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
CONSTRUCTION AND INDUSTRIAL STORMWATER POLLUTION PREVENTION PLANS (SWPPP) (CAPE CANAVERAL AND MERRITT ISLAND, FL)	2026	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

QA/QC Lead. Provided QA/QC for multiple Construction Generic Permit and Industrial MSGP SWPPP documents for private space companies. Managed document development, QC, client review cycles, and final delivery turnkey SWPPP packages including site narratives, maps, pollutant inventories, BMP selection, inspection/monitoring programs, spill response procedures, and training guidance tailored to MSGP/FDEP requirements to ensure permit compliance and project closeout. Small. $64,500.

c.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
USCG AIR STATION BARBERS POINT EXPANSION (OAHU, HI)	2024	2024

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

QA/QC and Project Engineer. QA/QC of Environmental Protection Plan (EPP) and Stormwater Pollution Prevention Plan (SWPPP) documents. Provided site design, permitting, construction documents, and construction administration services for the renovation and expansion of an existing US Coast Guard Facility located in Hawaii. This project required permitting through the State of Hawaii Department of Health (DOH) and National Pollutant Discharge Elimination System (NPDES), and coordination with the DOH Safe Drinking Water Branch Underground Injection Control (UIC) Program. Coordinated injection well step testing to permit a well discovered during construction activities. Medium. $278,000.

d.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
CLAY HILL INDUSTRIAL FACILITY (CLAY COUNTY, FL)	Ongoing	Ongoing

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Project Manager. Site design, permitting, and construction administration for a 90-acre roofing materials manufacturing plant. The project includes multiple buildings totaling approximately 750,000 square feet, an access/perimeter road, and associated infrastructure. This project required close coordination with Clay County for a Major Development Review and Construction document approval, and complex permitting solutions with FDEP, USACE, and CSX. Medium. $700,000.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(PRESENT AS MANY PROJECTS AS REQUESTED BY THE AGENCY, OR 10 PROJECTS, IF NOT SPECIFIED. COMPLETE ONE SECTION F FOR EACH PROJECT.)

20. EXAMPLE PROJECT KEY NUMBER: 1

21. TITLE AND LOCATION (CITY AND STATE)

INVESTIGATION, REMEDIATION AND STRATEGIC CONSULTING AT CABOT-KOPPERS SUPERFUND SITE (GAINESVILLE, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Ongoing	NA

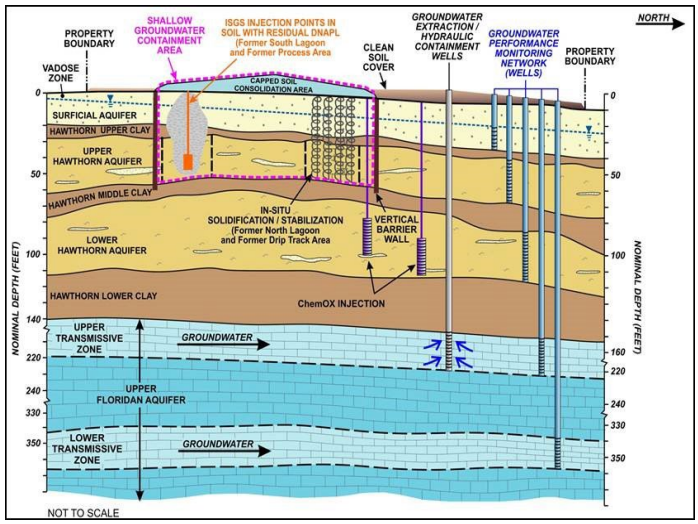
23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Beazer East, Inc./ Three Rivers Management, Inc.	Michael Slenska, PE	(412) 901-3461

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE, AND COST) EDUCATION

PROJECT DESCRIPTION

Scope: Remediation, Community Outreach
Size: Large Cost: $6.5 Million



For future development planning Tetra Tech completed Remedial Investigation and Feasibility Study activities in accordance with CERCLA and is supporting Remedial Design and Remedial Action at the 90-acre Cabot/Koppers Superfund Site in Gainesville, Florida. The project involves complex soil and groundwater impacts associated with historic wood-treatment operations, including creosote DNAPL, dissolved-phase PAHs, pentachlorophenol, arsenic, and dioxin. Tetra Tech developed an updated Conceptual Site Model using detailed field characterization, installed a site-wide multi-port monitoring well network to evaluate complex geology and vertical hydraulic gradients, and prepared groundwater flow and transport modeling and 3-D plume visualization tools to support remedy selection and design.

Tetra Tech facilitated cooperation among EPA, FDEP, the PRP, and local stakeholders through an open community involvement process that included workshops, site tours, and coordination with officials and community members. Based on the investigation and feasibility study, Tetra Tech supported a comprehensive and cost-effective remedy that includes in-situ geochemical stabilization, subsurface cutoff wall installation, stormwater improvements, capping, and off-site soil replacement at 100 residential parcels.

Contract Relevance

- *Site Investigations*
- *Facilitated a consensus-building open community involvement process with local stakeholders and community members*
- *Designed Conceptual Site Model*
- *Feasibility study, including remediation and stormwater improvements*



Tetra Tech is providing engineering, construction oversight, and management of the selected remedy, which reflects the firm's ability to integrate technical analysis, public involvement, and long-term remediation strategy on a highly complex site.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (CITY AND STATE)	(3) ROLE
a.	Tetra Tech Inc.	Orlando, FL	Prime Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(PRESENT AS MANY PROJECTS AS REQUESTED BY THE AGENCY, OR 10 PROJECTS, IF NOT SPECIFIED. COMPLETE ONE SECTION F FOR EACH PROJECT.)

20. EXAMPLE PROJECT KEY NUMBER: **2**

21. TITLE AND LOCATION (CITY AND STATE)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
STORMWATER MASTER PLANNING FOR ST. LUCIE COUNTY (ST. LUCIE COUNTY, FL)	Ongoing	NA

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
St. Lucie County Public Works Department	Dan Zrallack, PE	(772) 462-1667

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE, AND COST) EDUCATION

PROJECT DESCRIPTION

Scope: Stormwater Planning, Community Outreach
Size: Large Cost: $2.29 Million

As stormwater master planners, Tetra Tech was selected by St. Lucie County to update a countywide Stormwater Master Plan that was more than 30 years old and no longer reflected current development patterns, regional water management facilities, or evolving stormwater and resiliency needs. Tetra Tech gathered, organized, and cleaned existing data, developed a geodatabase from GIS layers and digitized information, and interviewed key stakeholders including County Commissioners, both cities, water control districts, and homeowners' associations to incorporate local knowledge and identify current and future stormwater management concerns.



Using this information, Tetra Tech divided the County into smaller basins and selected five priority basins for detailed analysis. For each basin, Tetra Tech developed ICPR models to evaluate existing stormwater infrastructure and future conditions associated with flooding, water quality, climate change, sea level rise, planned water management projects, and anticipated land use changes. Tetra Tech then identified and evaluated cost-effective capital improvement projects, including traditional stormwater, green infrastructure, and low-impact development options, and prepared conceptual exhibits, preliminary opinions of probable construction cost, and benefit-cost analyses for selected projects. In parallel, Tetra Tech reviewed the County's Comprehensive Plan and Code of Ordinances and recommended revisions to support stormwater management, resiliency goals, and redevelopment-friendly stormwater practices. Tetra Tech also led an extensive public engagement effort that included in-person workshops, webinars, website and social media content, fact sheets, FAQs, artist renderings, and online surveys. The resulting Stormwater Master Plan will provide prioritized projects and funding recommendations to help the County implement long-term stormwater and resiliency improvements.

Contract Relevance

- *Stormwater Master Plan Development*
- *Resiliency Planning*
- *Data Collection and Analysis*
- *ICPR Modeling*
- *Flood Control and Water Quality Project Development*
- *Stakeholder Outreach and Coordination*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (CITY AND STATE)	(3) ROLE
a. Tetra Tech Inc.	Cocoa, FL	Prime Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(PRESENT AS MANY PROJECTS AS REQUESTED BY THE AGENCY, OR 10 PROJECTS, IF NOT SPECIFIED. COMPLETE ONE SECTION F FOR EACH PROJECT.)

20. EXAMPLE PROJECT KEY NUMBER: 3

21. TITLE AND LOCATION (CITY AND STATE)

JOHN DEERE ORLANDO TRAINING CENTER ENGINEERING SERVICES

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2025	2026

23. PROJECT OWNER'S INFORMATION

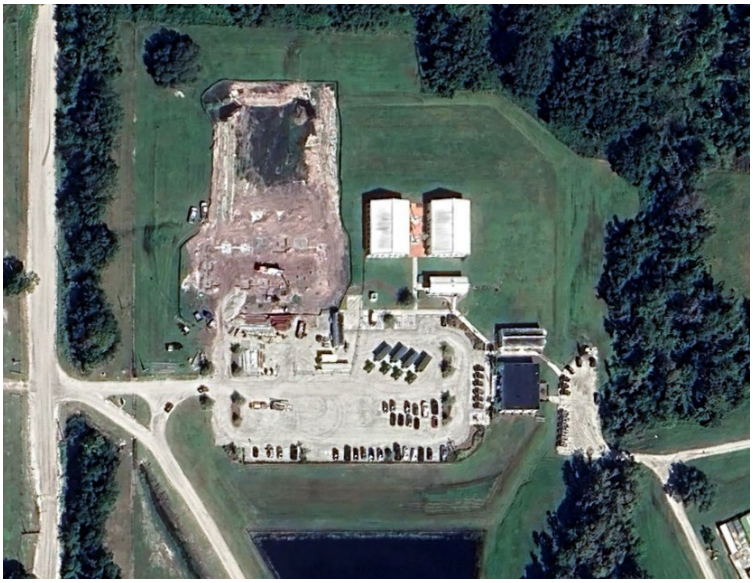
A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Russell Construction	Tyler Shatek	(563) 459-4600

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE, AND COST) EDUCATION

PROJECT DESCRIPTION

Scope: Civil Site Redevelopment, Stormwater
Planning Size: Medium Cost: $173,750

Tetra Tech provided site planning, design, and civil engineering services for the John Deere Orlando Training Center to support the development of a new training building, covered pavilion, concrete pads around the lake, graded gravel storage area, and associated site infrastructure improvements. The project scope included concept planning, site layout, stormwater design, utility connection planning, grading, and permitting to support entitlements for the proposed improvements.



Tetra Tech developed concept plans, design development plans, and construction documents that addressed parking revisions, stormwater inlets and swales, utility layouts, preliminary grading, SWPPP requirements, and coordination of finish floor elevations with the project team.

Contract Relevance

- *Civil Site Redevelopment*
- *Conceptual Plans, Construction Documents, and Cost Estimate*
- *Geotechnical Exploration*
- *Permitting Support*
- *Construction Administration*

In addition to site design, Tetra Tech completed geotechnical site exploration and prepared an engineer's opinion of probable cost to support project planning and decision-making. The team also advanced permitting efforts, including Orange County site engineering permitting, SJRWMD permit modification, FDEP domestic water permit modification, and FDOH wastewater/septic permit coordination. Tetra Tech provided construction administration services throughout the construction phase, including shop drawing review and approval, response to RFIs, coordination with site contractors, and review of as-built drawings.

This project demonstrates Tetra Tech's ability to integrate planning-level site engineering, stormwater and utility design, and permitting support into a coordinated redevelopment effort for an active site.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (CITY AND STATE)	(3) ROLE
a.	Tetra Tech Inc.	Orlando, Florida	Prime Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(PRESENT AS MANY PROJECTS AS REQUESTED BY THE AGENCY, OR 10 PROJECTS, IF NOT SPECIFIED. COMPLETE ONE SECTION F FOR EACH PROJECT.)

20. EXAMPLE PROJECT KEY NUMBER: **4**

21. TITLE AND LOCATION (CITY AND STATE)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
FORMER SAM SNEEDS GOLF COURSE UST CLOSURE, ASBESTOS ABATEMENT, WASTE PROFILING/DISPOSAL, REMEDIATION PLAN, IMPACTED SOIL REMOVAL, AND IMPOUNDMENT CELL CONSTRUCTION (COCOA, FL)	2021	2021

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
DR Horton, Inc.	Ed Perez	(813) 390-8200

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE, AND COST) EDUCATION

PROJECT DESCRIPTION

Scope: Open Space Reuse, Assessment, Remediation Size: Medium Cost: $318,000

In support of site reuse planning, Tetra Tech completed environmental due diligence studies for the former Sam Snead's Golf Course that identified arsenic-impacted soil at residential-use concentrations, an unregistered 500-gallon petroleum underground storage tank, asbestos-containing materials, and other special wastes. Based on these findings, Tetra Tech prepared and implemented a remediation action work plan and site-specific health and safety plan to address the identified conditions through UST closure, tank cleaning and disposal, asbestos survey and abatement, waste profiling and disposal, and impacted soil removal. The planning and specification package was developed up front to reduce downtime during construction, avoid costly change orders, and support a safe, efficient field implementation.



The project is a strong example of open space reuse and redevelopment planning because it transformed a former golf course site with environmental constraints into a safer and more viable parcel for productive long-term use. Tetra Tech designed and constructed an on-site containment structure to permanently store arsenic-impacted soil removed from former putting green areas. The repository also served as a visual and sound barrier along the site's railroad boundary, creating a cost-effective solution that saved the client over $1 million compared to off-site disposal. Approximately 8,000 cubic yards of impacted soil were relocated to the repository, and confirmation sampling verified that residual arsenic concentrations were below residential direct exposure limits. The project was completed in accordance with FDEP voluntary cleanup guidance, with more than 600 manhours performed without injuries or lost-time incidents, demonstrating Tetra Tech's ability to combine planning, remediation, constructability, and safe redevelopment support into a successful land reuse effort.

Contract Relevance

- *Golf Course/Open Space Reuse*
- *Phase I/II ESA*
- *Soil and Groundwater Assessment*
- *Remediation Action Work Plan*
- *Asbestos and Special Waste Abatement*
- *UST Removal and Closure*
- *On-site impoundment construction, saving client over $1M*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (CITY AND STATE)	(3) ROLE
a.	Tetra Tech Inc.	Orlando, FL	Prime Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(PRESENT AS MANY PROJECTS AS REQUESTED BY THE AGENCY, OR 10 PROJECTS, IF NOT SPECIFIED. COMPLETE ONE SECTION F FOR EACH PROJECT.)

20. EXAMPLE PROJECT KEY NUMBER: **5**

21. TITLE AND LOCATION (CITY AND STATE)

PREMIER CITRUS DUE DILIGENCE, SITE ASSESSMENT, AND CONCEPTUAL DESIGN (VERO BEACH, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2023	NA

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Indian River County Department of Utilities	Eric Charest	(772) 226-1569

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE, AND COST) EDUCATION

PROJECT DESCRIPTION

Scope: Land Reuse, Assessment, Remediation
Size: Medium
Cost: $163,000

Tetra Tech worked with the Indian River County Department of Utility Services to evaluate and redevelop a 243-acre former agricultural property adjacent to the West Regional Wastewater Treatment Plant. The project began as a due diligence effort tied to the County's purchase of the property and included a Phase I and limited Phase II Environmental Site Assessment, conceptual design for a reclaimed water storage reservoir, and evaluation of future permitting requirements. Tetra Tech anticipated likely environmental and permitting issues during proposal development and included a limited Phase II scope up front, allowing the team to move immediately into field work without additional procurement delays.



The project represented a significant land reuse effort, converting a large former agricultural property into a public utility water storage and infrastructure site. The Phase I ESA identified aboveground and underground storage tanks along with historical pesticide and herbicide use. Sampling confirmed petroleum and arsenic impacts above Florida Cleanup Target Levels, and Tetra Tech coordinated geotechnical borings, water balance analysis, and conceptual reservoir design sized to receive 4 million gallons per day from the adjacent wastewater treatment plant. Tetra Tech also evaluated permitting requirements, estimated total project costs including design, permitting, construction, assessment, and remediation, and supported removal of aboveground storage tanks, compliance and consumptive use permitting, and repair/disconnection of an artesian well in preparation for demolition.

This project demonstrates Tetra Tech's ability to combine due diligence, conceptual design, permitting review, and environmental assessment into a practical and implementable land reuse strategy.

Contract Relevance

- *Due diligence, including conceptual design, permitting evaluation, and environmental site assessment*
- *Conceptual reclaimed water storage reservoir design*
- *Estimated total cost to construct*
- *AST removal and Site Assessment*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (CITY AND STATE)	(3) ROLE
a.	Tetra Tech Inc.	Orlando, FL	Prime Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(PRESENT AS MANY PROJECTS AS REQUESTED BY THE AGENCY, OR 10 PROJECTS, IF NOT SPECIFIED. COMPLETE ONE SECTION F FOR EACH PROJECT.)

20. EXAMPLE PROJECT KEY NUMBER: **6**

21. TITLE AND LOCATION (CITY AND STATE)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
REGIONAL STRATEGIC PLAN AND REDEVELOPMENT FEASIBILITY STUDY (WATKINS GLEN, NY)	2020	NA

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Schuyler County Partnership for Economic Development	Judy Cherry	(607) 535-6861

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE, AND COST) EDUCATION

PROJECT DESCRIPTION

Scope: Planning, Community Outreach, Economic Analysis
Size: Medium
Cost: $184,000

Tetra Tech led a team of engineers and architects, planners, economic analysts, and environmental engineers to develop a Regional Strategic Plan for the villages of Watkins Glen and Montour Falls, and a reuse feasibility study to redevelop the former WWTP in Watkins Glen, Schuyler County, NY.



This engagement involved extensive community input gathered through public meetings, stakeholder interviews, and an on-line survey which offered respondents the ability to identify specific sites on a map and provide comment. The project also included a retail gap analysis to inform recommendations for future growth. This input led to development of a body of recommendations to improve the two communities' cohesion as a region, with Watkins Glen serving as a more active tourist destination and Montour Falls as a quieter respite for health and wellness.

The plan included specific project recommendations, cost estimates, and project profiles, and a funding matrix identifying viable sources for the redevelopment project, and potential tenants. The project also involved a review of zoning ordinances with recommendations to incorporate elements of form-based zoning to support redevelopment. The WWTP Reuse Feasibility Study offered visualization of future commercial redevelopment, preliminary environmental investigation, and a developer Request for Expressions of Interest (REOI) to be used by SCOPED to solicit developer interest.

Contract Relevance

- *Community & Stakeholder Engagement*
- *Strategic Planning*
- *Redevelopment*
- *Scenario Development*
- *Feasibility Analysis*
- *Economic Analysis*
- *Zoning Ordinance Analysis*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (CITY AND STATE)	(3) ROLE
a. Tetra Tech Inc.	Ithaca, NY	Prime Contractor

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LICTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Tim Ziegler, PE	Project Manager			☒							
Dave Giddens, PG	Environmental and Remediation Lead	☒			☒	☒					
Erik Genga	Lead Planner						☒				
Gina Behnfeldt, MPA	Planning Economic Analyst						☒				
Matt Shelton	Community Engagement & Outreach		☒			☒					
Jaime McClung, PE	QA/QC Lead			☒							

23. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	Investigation, Remediation, and Strategic Consulting and Future Dev. Planning at Cabot/ Koppers Superfund Site (Gainesville, FL)	6	Regional Strategic Plan and Redevelopment Feasibility Study (Watkins Glen, NY)
2	Stormwater Master Plan for St. Lucie County (St. Lucie County, FL)	7	
3	John Deere Orlando Training Center Engineering Services (Orlando, FL)	8	
4	Former Sam Sneeds Golf Course UST Closure, Asbestos Abatement, Waste Profiling/Disposal, Remediation Plan, Impacted Soil Removal, and Impoundment Cell Construction (Cocoa, FL)	9	
5	Premier Citrus Due Diligence, Site Assessment, and Conceptual Design (Vero Beach, FL)	10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY, ATTACH ADDITIONAL SHEETS AS NEEDED.

THE TETRA TECH ADVANTAGE

Tetra Tech, Inc. is registered in Florida and authorized to do business in the state. The project will be performed primarily by staff from Tetra Tech's Cocoa and Orlando offices, supported by licensed professionals with Florida PE and PG credentials. Tetra Tech's proposed team includes a local Titusville-based Program Manager, which supports efficient coordination and communication with the City and stakeholders.

Tetra Tech brings integrated planning, engineering, environmental, public engagement, and quality assurance experience to support the City's goals. The team has extensive experience managing schedules, budgets, and complex public-sector assignments involving stakeholder coordination, technical analysis, and multidisciplinary delivery.

Qualifications Summary

- *Florida Registration*
- *Local Support*
- *Qualified Personnel*
- *Stakeholder Familiarity*
- *Interdisciplinary Capacity*
- *Relevant Project Administration Experience*

I. AUTHORIZED REPRESENTATIVE

31. SIGNATURE



32. DATE

7/8/2026

33. NAME AND TITLE

Jennifer Kremer, Senior Project Manager

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*:

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME	Tetra Tech, Inc.
2b. STREET	823 N. Cocoa Blvd., Suite D
2c. CITY	Cocoa
2d. STATE	FL
2e. ZIP CODE	32922
3. YEAR ESTABLISHED	1966
4. UNIQUE ENTITY IDENTIFIER	DKKUNX13MDC8
5. OWNERSHIP a. TYPE	Corporation
b. SMALL BUSINESS STATUS	NA
6a. POINT OF CONTACT NAME AND TITLE	Christopher Neumann, Operations Manager
6b. TELEPHONE NUMBER	321-636-6470
6c. E-MAIL ADDRESS	chris.neumann@tetratech.com
7. NAME OF FIRM *(If Block 2a is a Branch Office)*	Tetra Tech, Inc.

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
NA	NA	NA

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
12	Civil Engineer	2,305	4
16	Construction Manager	237	1
23	Environmental Engineer	810	2
24	Environmental Scientist	1,057	1
30	Geologist	426	4
48	Project Manager	3,068	1
62	Water Resources Engineer	454	1
	Craft Laborers	530	3
	Other Employees	18,968	0
	Total	27,855	17

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
E01	Eco & Archeological Investigations	1
E11	Environmental Planning	4
E12	Environmental Remediation	3
E13	Environmental Testing & Analysis	6
H03	HTRW Remediation	3

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	6
b. Non-Federal Work	2
c. Total Work	6

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 

b. DATE: June 24, 2026

c. NAME AND TITLE: Christopher Neumann, Operations Manager

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*:

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME	Tetra Tech, Inc.
2b. STREET	201 East Pine Street, Suite 1000
2c. CITY	Orlando
2d. STATE	FL
2e. ZIP CODE	32798
3. YEAR ESTABLISHED	1966
4. UNIQUE ENTITY IDENTIFIER	S1LCDNNEMJK7
5. OWNERSHIP	
a. TYPE	Large Business Corporation
b. SMALL BUSINESS STATUS	N/A
6a. POINT OF CONTACT NAME AND TITLE	Lawrence (Eddie) Jenkins – Office Manager
6b. TELEPHONE NUMBER	407.480.3922
6c. EMAIL ADDRESS	Eddie.Jenkins@tetratech.com
7. NAME OF FIRM *(If Block 2a is a Branch Office)*	Tetra Tech, Inc.

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
N/A	N/A	N/A

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
02	Administrative	1,795	21
08	CADD Technician	520	8
12	Civil Engineer	2,390	11
16	Construction Management	246	4
21	Electrical Engineer	703	4
23	Environmental Engineer	840	1
29	Geographic Information System Specialist	83	3
42	Mechanical Engineer	785	4
48	Project Manager	3,181	30
57	Structural Engineer	239	1
60	Transportation Engineer	151	1
	Other Employees	16,922	
	Total	**27,855**	**88**

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
A12	Automation; Controls; Instrumentation	6
B02	Bridges	5
C07	Coastal Engineering	1
C15	Construction Management	7
D03	Desalinization (Process & Facilities)	1
E03	Electrical Studies and Design	6
E11	Environmental Planning	4
F04	Fisheries; Fish Ladders	4
G04	Geographic Information System Services; Development, Analysis, and Data Collection	1
H01	Harbors; Jetties; Piers, Ship Terminal Facilities	1
H02	Hazardous Materials Handling and Storage	4
H04	Heating; Ventilating; Air Conditioning	4
H07	Highways; Streets; Airfield Paving; Parking Lots	8
I03	Industrial Waste Treatment	2
L02	Land Surveying	6
P05	Planning (Community, Regional, Areawide and	7
P06	Planning (Site, Installation, and Project)	5
R11	Rivers; Canals; Waterways; Flood Control	4
S04	Sewage Collection, Treatment and Disposal	9
S07	Solid Wastes; Incineration; Landfill	6
S09	Structural Design; Special Structures	4
S10	Surveying; Platting; Mapping; Flood Plain Studies	2
S13	Storm Water Handling & Facilities	6
T03	Traffic & Transportation Engineering	8
T04	Topographic Surveying and Mapping	1
W02	Water Resources; Hydrology; Ground Water	6
W03	Water Supply, Treatment, and Distribution	10

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	6
b. Non-Federal Work	10
c. Total Work	**10**

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE: June 2, 2026

C. NAME AND TITLE: Lawrence (Eddie) Jenkins – Office Manager

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(if any)*:

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME: Tetra Tech, Inc.	3. YEAR ESTABLISHED: 1966
	4 UNIQUE ENTITY IDENTIFIER: E3QKBMJ7H9K7
2b. STREET: 2 Braxton Way, Suite 225	5. OWNERSHIP
2c. CITY: Glen Mills / 2d. STATE: Pennsylvania / 2e. ZIP CODE: 19343	a. TYPE: Large Business Corporation
	b. SMALL BUSINESS STATUS: N/A
6a. POINT OF CONTACT NAME AND TITLE: Andrew Mazzeo, PMP, Vice President	7. NAME OF FIRM *(If Block 2a is a Branch Office)*: Tetra Tech, Inc.
6b. TELEPHONE NUMBER: 610-675-0414 / 6c. E-MAIL ADDRESS: andy.mazzeo@tetratech.com	

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
02	Administrative	1,732	4
08	CADD Technician	502	2
12	Civil Engineer	2,305	2
15	Construction Inspector	225	6
23	Environmental Engineer	810	4
24	Environmental Scientist	1,057	34
27	Foundation/Geotech Engineer	469	1
29	GIS Specialist	80	1
30	Geologist	426	6
34	Hydrologist	218	1
42	Mechanical Engineer	757	1
47	Planner: Urban/Regional	623	8
48	Project Manager	3,068	10
62	Water Resources Engineer	454	1
	Quality Assurance Manager	60	2
	Technical Editor	79	3
	Other Employees	14,990	8
	Total	27,855	94

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
C15	Construction Management	3
C16	Construction Surveying	1
E11	Environmental Planning	3
E12	Environmental Remediation	6
E13	Environmental Testing and Analysis	6
H08	Historic Preservation	1
P05	Planning (Community; Regional)	6
R10	Risk Analysis	2
S10	Surveying; Floodplain Studies	1
T02	Testing & Inspection Services	8
U02	Urban Renewals/Community Dev.	6

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	7
b. Non-Federal Work	9
c. Total Work	9

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE:

b. DATE: May 17, 2026

c. NAME AND TITLE: Andrew Mazzeo, PMP, Vice President

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

PART II - GENERAL QUALIFICATIONS
(If a firm has branch offices, complete for each specific branch office seeking work.)

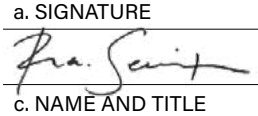
2a. FIRM (OR BRANCH OFFICE) NAME			3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFYER
RVE, Inc., dba RVi Planning + Landscape Architecture			1982	CY9AN6QQ85HY
2b. STREET			5. OWNERSHIP	
111 N. Magnolia Avenue, Suite 1350			a. TYPE	
2c. CITY	2d. STATE	2e. ZIP CODE	Corporation	
Orlando	FL	32801	b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE			N/A	
Ryan Seacrist, PLA, ASLA - Regional Vice President			7. NAME OF FIRM (If block 2a. is a branch office)	
6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS		RVi Planning + Landscape Architecture, Inc.	
304.881.9224	rseacrist@rviplanning.com			
8a. FORMER FIRM NAME(S) (If any)			8b. YR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFYER
N/A				

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
39	Landscape Architect	141	9	H11	Housing (Residential, Multifamily)	7
47	Planner: Urban/Regional	27	2	L03	Landscape Architecture	6
02	Administrative	15	1	P05	Planning (Community, Regional)	5
				P06	Planning (Site/Project)	5
				R04	Recreation Facilities (Parks)	3
				C02	Cemeteries (Planning/Relocation)	1
				079	Master/Site Planning	4
				Z01	Zoning, Land Use Studies	3
	Other Employees	9				
	Total	192	11			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)	
a. Federal Work	1
b. Non-Federal Work	8
c. Total Work	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
1. Less than $100,000	6. $2 million to less than $5 million
2. $100,000 to less than $250,000	7. $5 million to less than $10 million
3. $250,000 to less than $500,000	8. $10 million to less than $25 million
4. $500,000 to less than $1 million	9. $25 million to less than $50 million
5. $1 million to less than $2 million	10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
	5/19/2026
c. NAME AND TITLE	
Ryan Seacrist, PLA, ASLA - Regional Vice President	

STANDARD FORM 330 (REV. 7/2021)



823 N Cocoa Blvd, Suite D

Cocoa, FL 32922

321-289-8577

Jen.Kremer@tetratech.com

Tetra Tech is *Leading with Science*® to provide innovative, sustainable solutions that help our clients address their water, environment, infrastructure, resource management, energy, and international development challenges. We are proud to be home to leading technical experts in every sector and to use that expertise throughout the project life cycle. Our commitment to safety is ingrained in our culture and at the forefront of every project. We combine the resources of a global, multibillion dollar company with local, client-focused delivery. tetratech.com

			Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		Total	
			Project Management & QA/QC		Existing Conditions Assessment & Technical Baseline		Community & Stakeholder Engagement		Future Land Use & Development Scenario Evaluation		Infrastructure, Resiliency & Opportunity Analysis		Options, Implementation Plan & Final Deliverables			
LABOR																
Category	**Employee Name**	**Labor Rate**	**Hours**	**Total**	**Hours**	**Total**	**Hours**	**Total**	**Hours**	**Total**	**Hours**	**Total**	**Hours**	**Total**	**Hours**	**Total**
Program Manager	Kremer,Jennifer	$ 290.00	12.00	$ 3,480.00	4.00	$ 1,160.00	12.00	$ 3,480.00	10.00	$ 2,900.00	4.00	$ 1,160.00	10.00	$ 2,900.00	52.00	$ 15,080.00
Project Manager 2	Ziegler,Timothy	$ 165.00	30.00	$ 4,950.00	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	30.00	$ 4,950.00
CADD/GIS 2	Harron,Jill	$ 130.00	-	$ -	-	$ -	-	$ -	13.00	$ 1,690.00	-	$ -	16.00	$ 2,080.00	29.00	$ 3,770.00
Project Engineer 2	Ziegler,Timothy	$ 165.00	-	$ -	12.00	$ 1,980.00	-	$ -	50.00	$ 8,250.00	12.00	$ 1,980.00	16.00	$ 2,640.00	90.00	$ 14,850.00
CADD/GIS 3	Madden,James	$ 150.00	-	$ -	4.00	$ 600.00	-	$ -	27.00	$ 4,050.00	4.00	$ 600.00	4.00	$ 600.00	39.00	$ 5,850.00
Project Engineer 2	McClung,Jaime	$ 165.00	8.00	$ 1,320.00	-	$ -	-	$ -	8.00	$ 1,320.00	-	$ -	16.00	$ 2,640.00	32.00	$ 5,280.00
Project Controls Specialist 1	Toner,Brenda	$ 110.00	-	$ -	-	$ -	4.00	$ 440.00	-	$ -	-	$ -	8.00	$ 880.00	12.00	$ 1,320.00
Project Controls Specialist 2	Dunning,Jessica	$ 135.00	0.50	$ 67.50	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	0.50	$ 67.50
Project Controls Specialist 1	Robbins,Diann	$ 110.00	4.00	$ 440.00	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	4.00	$ 440.00
Senior Project Engineer 2	Bush,Calvin	$ 235.00	-	$ -	-	$ -	-	$ -	10.00	$ 2,350.00	-	$ -	-	$ -	10.00	$ 2,350.00
Senior Project Scientist 3	Giddens, Dave	$ 250.00	-	$ -	12.00	$ 3,000.00	16.00	$ 4,000.00	5.00	$ 1,250.00	-	$ -	8.00	$ 2,000.00	41.00	$ 10,250.00
Senior Planner 2	Shelton, Matt	$ 250.00	24.00	$ 6,000.00	4.00	$ 1,000.00	16.00	$ 4,000.00	16.00	$ 4,000.00	16.00	$ 4,000.00	8.00	$ 2,000.00	84.00	$ 21,000.00
Senior Project Advisor	Frick, Marcy	$ 290.00	-	$ -	1.00	$ 290.00	-	$ -	5.00	$ 1,450.00	4.00	$ 1,160.00	4.00	$ 1,160.00	14.00	$ 4,060.00
Project Engineer 1	Felia, Patrick	$ 150.00	-	$ -	24.00	$ 3,600.00	-	$ -	-	$ -	16.00	$ 2,400.00	8.00	$ 1,200.00	48.00	$ 7,200.00
Planner 1	Armstrong, Regan	$ 115.00	-	$ -	24.00	$ 2,760.00	50.00	$ 5,750.00	20.00	$ 2,300.00	24.00	$ 2,760.00	24.00	$ 2,760.00	142.00	$ 16,330.00
Planner 2	Genga, Erik	$ 150.00	-	$ -	12.00	$ 1,800.00	16.00	$ 2,400.00	20.00	$ 3,000.00	4.00	$ 600.00	8.00	$ 1,200.00	60.00	$ 9,000.00
Senior Planner 1	Behnfeldt, Gina	$ 215.00	-	$ -	-	$ -	16.00	$ 3,440.00	20.00	$ 4,300.00	-	$ -	8.00	$ 1,720.00	44.00	$ 9,460.00
CADD/GIS 2	Genoese Zerbi,Amanda	$ 130.00	-	$ -	-	$ -	-	$ -	40.00	$ 5,200.00	8.00	$ 1,040.00	4.00	$ 520.00	52.00	$ 6,760.00
	Labor Subtotal		78.50	$ 16,257.50	97.00	$ 16,190.00	130.00	$ 23,510.00	244.00	$ 42,060.00	92.00	$ 15,700.00	142.00	$ 24,300.00	783.50	$ 138,017.50
OTHER DIRECT COSTS & TRAVEL																
Category	**Description**	**Unit Cost**	**Quantity**	**Total**	**Quantity**	**Total**	**Quantity**	**Total**	**Quantity**	**Total**	**Quantity**	**Total**	**Quantity**	**Total**	**Quantity**	**Total**
Mail Notice Supplies		$ 6,000.00	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Venue Rental	La Cita Location Rental for Community Meetings	$ 1,000.00	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
	ODCs Subtotal			$ -		$ -		$ -		$ -		$ -		$ -		$ -
Lodging Tax	Traffic Assessment - lodging for overnight if needed	$ 166.00	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Meals/Incidentals	community meetings (8 people 2x each); traffic assessment	$ 55.50	-	$ -	16.00	$ 888.00	16.00	$ 888.00	-	$ -	-	$ -	-	$ -	32.00	$ 1,776.00
Mileage	Community meeting trips (8 people x2) + traffic study (2 trips) = 18 trips at 120 miles round trip	$ 0.760	-	$ -	240.00	$ 182.40	1,920.00	$ 1,459.20	-	$ -	-	$ -	-	$ -	2,160.00	$ 1,641.60
	Travel Subtotal			$ -		$ 1,070.40		$ 2,347.20		$ -		$ -		$ -		$ 3,417.60
	ODCs and Travel Subtotal			$ -		$ 1,070.40		$ 2,347.20		$ -		$ -		$ -		$ 3,417.60
SUBCONTRACTORS																
Category	**Description**	**Unit Cost**	**Quantity**	**Total**	**Quantity**	**Total**	**Quantity**	**Total**	**Quantity**	**Total**	**Quantity**	**Total**	**Quantity**	**Total**	**Quantity**	**Total**
RVI Planning	Planning and Community Outreach (Assumed 200 hours for estimating for now)	$ 20,000.00	-	$ -	-	$ -	1.00	$ 20,000.00	-	$ -	-	$ -	-	$ -	1.00	$ 20,000.00
Kugelmann	Land Surveying (Need number of survey points)	$ 2,000.00	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
	Subcontractor Subtotal			$ -		$ -		$ 20,000.00		$ -		$ -		$ -		$ 20,000.00
TOTALS																
Labor Subtotal				$ 16,257.50		$ 16,190.00		$ 23,510.00		$ 42,060.00		$ 15,700.00		$ 24,300.00		$ 138,017.50
ODCs Subtotal				$ -		$ -		$ -		$ -		$ -		$ -		$ -
ODCs Fee	12.0%			$ -		$ -		$ -		$ -		$ -		$ -		$ -
Travel Subtotal				$ -		$ 1,070.40		$ 2,347.20		$ -		$ -		$ -		$ 3,417.60
Travel Fee	12.0%			$ -		$ 128.45		$ 281.66		$ -		$ -		$ -		$ 410.11
Subcontractor Subtotal				$ -		$ -		$ 20,000.00		$ -		$ -		$ -		$ 20,000.00
Subcontractor Fee	12.0%			$ -		$ -		$ 2,400.00		$ -		$ -		$ -		$ 2,400.00
GRAND TOTAL				$ 16,257.50		$ 17,388.85		$ 48,538.86		$ 42,060.00		$ 15,700.00		$ 24,300.00		$ 164,245.21

Tetra Tech Pricing Assumptions – Updated on 9-2-26

The proposed fee is based on Tetra Tech's estimated level of effort to complete the scope of services described in this proposal and is founded upon the assumptions, project understanding, and technical approach presented herein. The estimated level of effort reflects our current understanding of the project objectives, available information, anticipated site conditions, required deliverables, stakeholder engagement activities, and project schedule.

Following Notice to Proceed, Tetra Tech will work collaboratively with the City to confirm project expectations, review available background information, and refine the project work plan and schedule during project initiation. Should site conditions, available information, project priorities, regulatory requirements, or the requested scope of services differ materially from the assumptions contained in this proposal, Tetra Tech and the City will discuss the impacts on the level of effort and, if appropriate, negotiate an equitable adjustment to the scope, schedule, and/or fee prior to performing the additional work.

The proposed fee is intended to provide the City with a comprehensive planning-level redevelopment study based on the assumptions identified throughout this proposal and is not intended to include services or analyses beyond those specifically described herein.

General Assumptions

- The project is anticipated to be completed within six (6) months of Notice to Proceed, consistent with the RFQ schedule. This schedule assumes timely receipt of information, City reviews, stakeholder participation, and decisions. Delays beyond the control of the City or Tetra Tech (e.g., unforeseen circumstances, extended review periods, force majeure events, regulatory delays, or other unforeseen events) may require adjustment to the project schedule.
- The project schedule assumes timely receipt of requested information, consolidated City review comments, stakeholder participation, and project decisions. Delays in receiving requested information or approvals may require adjustment to the project schedule but shall not constitute additional scope unless they result in additional effort beyond that contemplated by this proposal.
- Services will be performed in accordance with the RFQ and subsequent contract.
- Tetra Tech will perform the work as an independent consultant and will rely upon information provided by the City and others unless otherwise noted.

- The City will designate a single Project Manager authorized to provide direction, coordinate reviews, and consolidate comments on behalf of the City.
- The City's review comments will be consolidated into one (1) review package for each deliverable.

Coordination with City Staff

The proposed fee includes the following coordination activities:

- One (1) project kickoff meeting.
- Bi-weekly project coordination meetings with the City's Project Manager (virtual unless otherwise requested).
- Routine email and telephone communications.
- Coordination associated with the two (2) required community workshops.
- Coordination associated with one (1) City Council presentation.
- One (1) meeting to review the Draft Redevelopment Study and consolidated City comments.

Additional meetings, workshops, presentations, work sessions, or coordination efforts beyond those identified above shall be considered additional services.

Existing Information

The City will provide available background information, as applicable, including:

- GIS data
- Utility mapping
- Stormwater mapping
- Existing drainage studies
- Comprehensive Plan
- Land Development Regulations
- Existing surveys

- Environmental reports
- Aerial photography
- Existing traffic studies
- Public records associated with the Royal Oak property.
- Other available information relevant to the study.

Tetra Tech will rely upon the accuracy and completeness of information furnished by the City and other available sources unless otherwise directed.

The proposed fee assumes that requested information, data, and City review comments will be provided in a timely manner to support the agreed-upon project schedule. Unless otherwise mutually agreed, Tetra Tech assumes requested information and consolidated review comments will be provided within **ten (10) business days** of the request. Delays in receiving requested information or decisions may require adjustment to the project schedule.

Floodplain Considerations: Tetra Tech will utilize publicly available FEMA Flood Insurance Rate Maps (FIRMs) and information provided by the City to identify planning-level floodplain constraints. The proposal does not include verification of flood elevations, floodplain delineations, hydraulic modeling, or engineering analyses required to support future development within FEMA Special Flood Hazard Areas.

Surveying:

The proposed fee **excludes surveying services**. During negotiations, the City agreed to provide any surveying required for the project; accordingly, Tetra Tech removed these services from its proposed scope and fee. City-provided surveying may include, but is not limited to:

- Boundary surveys
- Topographic surveys
- ALTA surveys
- Utility locating
- Property staking
- Construction surveying

Tetra Tech will utilize existing survey information, where available, and coordinate with the City regarding any additional survey information required to support the project.

Geotechnical Investigations

The proposed fee excludes:

- Soil borings
- Geotechnical engineering
- Pavement investigations
- Laboratory testing

Environmental Investigations

The proposal includes planning-level environmental review only.

The following services are excluded unless specifically authorized:

- Phase I Environmental Site Assessments
- Phase II Environmental Site Assessments
- Wetland delineations
- Protected species surveys
- Cultural resource investigations
- Tree inventories
- Environmental sampling
- Groundwater investigations
- Contamination investigations

Engineering Analysis

Engineering services are limited to planning-level evaluations intended to support comparison of redevelopment scenarios and preparation of the redevelopment study.

The proposed fee excludes:

- Final engineering design.
- Construction drawings and specifications.
- Detailed hydrologic or hydraulic modeling beyond planning-level evaluations.
- FEMA flood studies, floodplain mapping revisions, Conditional Letters of Map Revision (CLOMR), Letters of Map Revision (LOMR), or other floodplain analyses required for development or permitting.
- Stormwater permitting.
- Utility design.
- Transportation design.
- Final construction cost estimates suitable for bidding.
- Planning-level evaluations will consider readily available floodplain mapping and existing drainage information; however, no new flood studies or floodplain engineering analyses are included.

Market and Fiscal Analysis

The proposal includes planning-level fiscal comparisons among redevelopment scenarios using readily available public information and data provided by the City.

The following services are excluded unless specifically authorized:

- Detailed market demand studies.
- Market absorption analyses.
- Certified appraisals.
- Property valuation.
- Financial pro formas.
- Detailed tax revenue modeling.
- Impact fee studies.
- Purchase of proprietary market or demographic datasets.
- Use of specialized market or economic analysis software (e.g., IMPLAN or similar economic modeling software).

- Preparation of detailed economic impact analyses requiring proprietary modeling tools or purchased data.
-

Redevelopment Scenarios

The proposed fee includes development, evaluation, and comparison of two (2) conceptual redevelopment scenarios developed collaboratively with the City.

Each scenario includes planning-level:

- Land use concepts
- Stormwater considerations
- Engineering considerations
- Infrastructure implications
- Environmental opportunities and constraints
- Fiscal considerations
- Comparative advantages and limitations

The proposal includes one (1) round of revisions to the two (2) redevelopment scenarios following receipt of one consolidated set of City comments.

Development of additional redevelopment scenarios or significant revisions resulting from changes in project direction after completion of the draft scenarios shall be considered for additional services.

The proposal includes conceptual planning alternatives only and does not include preparation of Future Land Use Map (FLUM) amendments, Comprehensive Plan amendment applications, rezoning applications, Planned Development (PD) applications, entitlement packages, permit applications, or other development approval documents. Should the City elect to pursue implementation of a recommended redevelopment scenario requiring future land use or zoning changes, those services may be provided as additional services under a separate authorization.

Public Engagement

- The proposed fee includes development and implementation of a planning-level community engagement program, including:
    - Community Engagement Plan.
    - Two (2) community workshops (minimum one in-person).

- Workshop facilitation.
- Presentation materials.
- Display exhibits.
- Meeting notices and workshop materials.
- Project fact sheets.
- Frequently Asked Questions (FAQ) document.
- Public comment forms.
- Stakeholder database.
- Public comment documentation and summaries.
- Periodic project updates.
- Project branding and communication graphics developed specifically for this project.
- Interactive GIS exhibits and mapping developed to support public meetings and project communications.
- Preparation of content and graphics suitable for posting on a City-managed project webpage.
- ~~Two (2) direct mail notification to approximately 900 surrounding property owners/residents utilizing Tetra Tech's mailing vendor. The proposed fee includes preparation of the mailer content, coordination with the mailing vendor, printing, postage, and mailing associated with this single distribution.~~
- Incorporation of appropriate public input into redevelopment scenarios and recommendations.

- The proposed fee assumes Tetra Tech's responsibility is to collect, organize, summarize, and document public comments received during the engagement process. The fee does not include preparing written responses to individual comments, responding directly to individual stakeholders, maintaining a formal comment-response database, or responding to public records requests unless specifically requested by the City.
- The following services are excluded unless specifically authorized:
  - Development, hosting, or maintenance of a dedicated public website or online engagement platform.
  - Additional direct mailings beyond the single mailing identified above.
  - Statistically valid surveys.
  - Paid advertising.
  - Translation services.
  - Additional printing beyond meeting materials and the single direct mailing.

- Venue rental (if not provided by the City).
- Audio/visual equipment rental.
- Social media management or monitoring.
- Responding to individual public inquiries outside of scheduled meetings or City-directed communications.

Deliverables

The proposed fee includes preparation of the following planning-level deliverables:

- Project management and coordination.
- Existing conditions assessment, including planning, engineering, environmental, infrastructure, and GIS analyses.
- Existing conditions maps, exhibits, and supporting graphics.
- Community Engagement Plan.
- Summary of Public Input following Community Workshop No. 1.
- Two (2) conceptual redevelopment scenarios.
- Planning-level hydrologic/hydraulic and stormwater evaluation for each redevelopment scenario.
- Comparative Scenario Evaluation Matrix.
- Planning-level fiscal and cost-benefit evaluation.
- Draft Redevelopment Study.
- One (1) revised Final Redevelopment Study.
- Summary of Public Input following Community Workshop No. 2.
- One (1) PowerPoint presentation to the Titusville City Council.

Deliverables will be provided electronically in searchable PDF format. Microsoft Office source files will be provided where appropriate. GIS files created specifically for this project will be provided in mutually agreed-upon formats.

The Draft Redevelopment Study, Final Redevelopment Study, Strategies Report, Public Input Summaries, and City Council Presentation are considered the primary contract deliverables. Supporting analyses, calculations, graphics, and working files developed during the project are intended to support these deliverables and are not considered separate contract deliverables unless specifically requested.

Review Periods

The proposed fee assumes:

- One (1) City review of the Draft Redevelopment Study.
- One (1) consolidated set of review comments from the City.
- One (1) revision following receipt of consolidated comments.

Additional review cycles, multiple comment packages from individual departments, or significant changes in project direction following completion of draft deliverables may require a contract amendment.

Regulatory Coordination

The proposed fee includes planning-level coordination only.

The proposal does **not** include preparation of regulatory permit applications, agency negotiations, Comprehensive Plan amendment documentation, Future Land Use Map amendment applications, rezoning applications, Planned Development applications, or other entitlement services unless specifically authorized as additional services.

Additional Services

The following services, if requested by the City, will be performed only upon written authorization and compensated in accordance with the contract's hourly rate schedule:

- Additional community workshops or public meetings.
- Additional City Council presentations.
- Additional redevelopment scenarios.
- Significant revisions to redevelopment scenarios.

- Funding matrix identifying potential public and philanthropic funding resources to support the project.
- Detailed engineering analyses.
- Detailed traffic studies.
- Environmental investigations.
- Wetland delineations.
- Protected species surveys.
- Surveying.
- Geotechnical investigations.
- Grant application preparation or administration.
- Permit preparation or support.
- Additional report revisions.
- Litigation support.
- Expert witness testimony.
- Construction phase services.

Schedule

The proposed fee assumes timely access to project information, City staff, stakeholders, and available background documentation. Delays in receiving information, consolidated comments, or project decisions may require adjustments to the project schedule.

Many project activities are anticipated to occur concurrently, consistent with the preliminary project schedule included in this proposal. Following Notice to Proceed, Tetra Tech will work collaboratively with the City to refine the project schedule, establish milestone dates, and sequence activities to maximize efficiency while maintaining the overall six-month project duration.

Subconsultants

Subconsultant services identified in the proposal are included in the proposed fee. Additional specialty services requested beyond the proposed scope will be negotiated separately.

Intended Use

This study is intended to support future planning decisions through conceptual redevelopment alternatives and planning-level engineering, environmental, fiscal, and implementation evaluations. The deliverables are not intended to constitute final engineering design, entitlement documents, permit applications, or construction-ready plans.

TETRA TECH

July 13, 2026
City of Titusville
Purchasing & Contracting Administration
Attn: Tracy Bailey
555 South Washington Avenue
Titusville, FL 32796

Subject: Sealed Price Proposal – RFQ CO-26-Q-045TB; Professional Planning & Engineering Consulting Services – Royal Oak

Dear Ms. Bailey,

Enclosed is Tetra Tech's sealed lump-sum price proposal and hourly rate schedule for RFQ CO-26-Q-045TB, Professional Planning & Engineering Consulting Services – Royal Oak, submitted in accordance with the requirements of the Request for Qualifications.

Our pricing is based on the scope of services, technical approach, project assumptions, and deliverables presented in Tetra Tech's Statement of Qualifications. The proposed fee reflects our understanding of the project requirements and the level of effort necessary to successfully complete the redevelopment feasibility study, including project management, planning and engineering analyses, community engagement, redevelopment scenario evaluation, preparation of the Draft and Final Redevelopment Study, Strategies Report, and presentation to the Titusville City Council.

Total Price: $198,012.38

The enclosed lump-sum fee is based on the assumptions identified within our proposal. Should the City request services beyond the proposed scope or should project conditions materially differ from the assumptions upon which our pricing is based, Tetra Tech will work collaboratively with the City to define the additional scope and negotiate any appropriate adjustments prior to performing the work.

Tetra Tech appreciates the opportunity to submit this proposal and looks forward to partnering with the City of Titusville to develop a thoughtful, technically sound, and community-supported vision for the future of the Royal Oak property.

If you have any questions regarding this pricing proposal, please contact the undersigned.

Sincerely,

Jennifer Kremer
Sr. Project Manager
Tetra Tech, Inc.
823 N. Cocoa Boulevard, Suite D
Cocoa, FL 32922
321-289-8577

TETRA TECH

Tetra Tech, Inc.
Hourly Rate Fee Schedule
for City of Titusville
Valid through June 30, 2027

PERSONNEL
Hourly Rate

Senior Project Advisor/Program Manager	$290
Senior Project Engineer/Scientist/Manager 4	$270
Senior Project Engineer/Scientist/Manager 3	$250
Senior Project Engineer/Scientist/Manager 2	$235
Senior Project Engineer/Scientist/Manager 1	$220
Project Engineer/Scientist/Manager 4	$200
Project Engineer/Scientist/Manager 3	$180
Project Engineer/Scientist/Manager 2	$165
Project Engineer/Scientist/Manager 1	$150
Engineer/Scientist 4	$135
Engineer/Scientist 3	$120
Engineer/Scientist 2	$110
Engineer/Scientist 1	$90
Technician 3	$100
Technician 2	$85
Technician 1	$70
CADD/GIS 3	$150
CADD/GIS 2	$130
CADD/GIS 1	$110
Senior Planner 2	$250
Senior Planner 1	$215
Planner 3	$180
Planner 2	$150
Planner 1	$115
Project Advisor 3	$260
Project Advisor 2	$215
Project Advisor 1	$170
Project Controls Specialist 3	$150
Project Controls Specialist 2	$135
Project Controls Specialist 1	$110
Project Assistant	$95
Clerical	$75
Technical Expert	Project Specific
Expert Testimony	1.5 x hourly rate

NON-LABOR EXPENSES – Non-labor expenses (i.e. food, lodging, travel, field supplies) will be invoiced at cost plus 12%.

OUTSIDE SERVICES: Outside services and subconsultants will be invoiced at cost plus 12%.

Note: Tetra Tech, Inc. reserves the right to adjust these rates annually

Tetra Tech Pricing Assumptions – July 9, 2026

The proposed fee is based on Tetra Tech's estimated level of effort to complete the scope of services described in this proposal and is founded upon the assumptions, project understanding, and technical approach presented herein. The estimated level of effort reflects our current understanding of the project objectives, available information, anticipated site conditions, required deliverables, stakeholder engagement activities, and project schedule.

Following Notice to Proceed, Tetra Tech will work collaboratively with the City to confirm project expectations, review available background information, and refine the project work plan and schedule during project initiation. Should site conditions, available information, project priorities, regulatory requirements, or the requested scope of services differ materially from the assumptions contained in this proposal, Tetra Tech and the City will discuss the impacts on the level of effort and, if appropriate, negotiate an equitable adjustment to the scope, schedule, and/or fee prior to performing the additional work.

The proposed fee is intended to provide the City with a comprehensive planning-level redevelopment study based on the assumptions identified throughout this proposal and is not intended to include services or analyses beyond those specifically described herein.

General Assumptions

- The project is anticipated to be completed within six (6) months of Notice to Proceed, consistent with the RFQ schedule. This schedule assumes timely receipt of information, City reviews, stakeholder participation, and decisions. Delays beyond the control of the City or Tetra Tech (e.g., unforeseen circumstances, extended review periods, force majeure events, regulatory delays, or other unforeseen events) may require adjustment to the project schedule.
- The project schedule assumes timely receipt of requested information, consolidated City review comments, stakeholder participation, and project decisions. Delays in receiving requested information or approvals may require adjustment to the project schedule but shall not constitute additional scope unless they result in additional effort beyond that contemplated by this proposal.
- Services will be performed in accordance with the RFQ and subsequent contract.
- Tetra Tech will perform the work as an independent consultant and will rely upon information provided by the City and others unless otherwise noted.

- The City will designate a single Project Manager authorized to provide direction, coordinate reviews, and consolidate comments on behalf of the City.
- The City's review comments will be consolidated into one (1) review package for each deliverable.

Coordination with City Staff

The proposed fee includes the following coordination activities:

- One (1) project kickoff meeting.
- Bi-weekly project coordination meetings with the City's Project Manager (virtual unless otherwise requested).
- Routine email and telephone communications.
- Coordination associated with the two (2) required community workshops.
- Coordination associated with one (1) City Council presentation.
- One (1) meeting to review the Draft Redevelopment Study and consolidated City comments.

Additional meetings, workshops, presentations, work sessions, or coordination efforts beyond those identified above shall be considered additional services.

Existing Information

The City will provide available background information, as applicable, including:

- GIS data
- Utility mapping
- Stormwater mapping
- Existing drainage studies
- Comprehensive Plan
- Land Development Regulations
- Existing surveys

- Environmental reports
- Aerial photography
- Existing traffic studies
- Public records associated with the Royal Oak property.
- Other available information relevant to the study.

Tetra Tech will rely upon the accuracy and completeness of information furnished by the City and other available sources unless otherwise directed.

The proposed fee assumes that requested information, data, and City review comments will be provided in a timely manner to support the agreed-upon project schedule. Unless otherwise mutually agreed, Tetra Tech assumes requested information and consolidated review comments will be provided within **ten (10) business days** of the request. Delays in receiving requested information or decisions may require adjustment to the project schedule.

Floodplain Considerations: Tetra Tech will utilize publicly available FEMA Flood Insurance Rate Maps (FIRMs) and information provided by the City to identify planning-level floodplain constraints. The proposal does not include verification of flood elevations, floodplain delineations, hydraulic modeling, or engineering analyses required to support future development within FEMA Special Flood Hazard Areas.

Surveying

The proposed fee does not include:

- Boundary surveys
- Topographic surveys
- ALTA surveys
- Utility locating
- Property staking
- Construction surveying

Existing survey information will be utilized where available.

Geotechnical Investigations

The proposed fee excludes:

- Soil borings
- Geotechnical engineering
- Pavement investigations
- Laboratory testing

Environmental Investigations

The proposal includes planning-level environmental review only.

The following services are excluded unless specifically authorized:

- Phase I Environmental Site Assessments
- Phase II Environmental Site Assessments
- Wetland delineations
- Protected species surveys
- Cultural resource investigations
- Tree inventories
- Environmental sampling
- Groundwater investigations
- Contamination investigations

Engineering Analysis

Engineering services are limited to planning-level evaluations intended to support comparison of redevelopment scenarios and preparation of the redevelopment study.

The proposed fee excludes:

- Final engineering design.
- Construction drawings and specifications.
- Detailed hydrologic or hydraulic modeling beyond planning-level evaluations.
- FEMA flood studies, floodplain mapping revisions, Conditional Letters of Map Revision (CLOMR), Letters of Map Revision (LOMR), or other floodplain analyses required for development or permitting.
- Stormwater permitting.
- Utility design.
- Transportation design.
- Final construction cost estimates suitable for bidding.
- Planning-level evaluations will consider readily available floodplain mapping and existing drainage information; however, no new flood studies or floodplain engineering analyses are included.

Market and Fiscal Analysis

The proposal includes planning-level fiscal comparisons among redevelopment scenarios using readily available public information and data provided by the City.

The following services are excluded unless specifically authorized:

- Detailed market demand studies.
- Market absorption analyses.
- Certified appraisals.
- Property valuation.
- Financial pro formas.
- Detailed tax revenue modeling.
- Impact fee studies.
- Purchase of proprietary market or demographic datasets.
- Use of specialized market or economic analysis software (e.g., IMPLAN or similar economic modeling software).
- Preparation of detailed economic impact analyses requiring proprietary modeling tools or purchased data.

Redevelopment Scenarios

The proposed fee includes development, evaluation, and comparison of three (3) conceptual redevelopment scenarios developed collaboratively with the City.

Each scenario includes planning-level:

- Land use concepts
- Stormwater considerations
- Engineering considerations
- Infrastructure implications
- Environmental opportunities and constraints
- Fiscal considerations
- Comparative advantages and limitations

The proposal includes one (1) round of revisions to the three (3) redevelopment scenarios following receipt of one consolidated set of City comments.

Development of additional redevelopment scenarios or significant revisions resulting from changes in project direction after completion of the draft scenarios shall be considered for additional services.

The proposal includes conceptual planning alternatives only and does not include preparation of Future Land Use Map (FLUM) amendments, Comprehensive Plan amendment applications, rezoning applications, Planned Development (PD) applications, entitlement packages, permit applications, or other development approval documents. Should the City elect to pursue implementation of a recommended redevelopment scenario requiring future land use or zoning changes, those services may be provided as additional services under a separate authorization.

Public Engagement

- The proposed fee includes development and implementation of a planning-level community engagement program, including:
    - Community Engagement Plan.
    - Two (2) community workshops (minimum one in-person).
    - Workshop facilitation.
    - Presentation materials.
    - Display exhibits.
    - Meeting notices and workshop materials.

- Project fact sheets.
- Frequently Asked Questions (FAQ) document.
- Public comment forms.
- Stakeholder database.
- Public comment documentation and summaries.
- Periodic project updates.
- Project branding and communication graphics developed specifically for this project.
- Interactive GIS exhibits and mapping developed to support public meetings and project communications.
- Preparation of content and graphics suitable for posting on a City-managed project webpage.
- Two (2) direct mail notification to approximately 900 surrounding property owners/residents utilizing Tetra Tech's mailing vendor. The proposed fee includes preparation of the mailer content, coordination with the mailing vendor, printing, postage, and mailing associated with this single distribution.
- Incorporation of appropriate public input into redevelopment scenarios and recommendations.

- The proposed fee assumes Tetra Tech's responsibility is to collect, organize, summarize, and document public comments received during the engagement process. The fee does not include preparing written responses to individual comments, responding directly to individual stakeholders, maintaining a formal comment-response database, or responding to public records requests unless specifically requested by the City.
- The following services are excluded unless specifically authorized:
  - Development, hosting, or maintenance of a dedicated public website or online engagement platform.
  - Additional direct mailings beyond the single mailing identified above.
  - Statistically valid surveys.
  - Paid advertising.
  - Translation services.
  - Additional printing beyond meeting materials and the single direct mailing.
  - Venue rental (if not provided by the City).
  - Audio/visual equipment rental.
  - Social media management or monitoring.

- Responding to individual public inquiries outside of scheduled meetings or City-directed communications.

Deliverables

The proposed fee includes preparation of the following planning-level deliverables:

- Project management and coordination.
- Existing conditions assessment, including planning, engineering, environmental, infrastructure, and GIS analyses.
- Existing conditions maps, exhibits, and supporting graphics.
- Community Engagement Plan.
- Summary of Public Input following Community Workshop No. 1.
- Three (3) conceptual redevelopment scenarios.
- Planning-level hydrologic/hydraulic and stormwater evaluation for each redevelopment scenario.
- Comparative Scenario Evaluation Matrix.
- Planning-level fiscal and cost-benefit evaluation.
- Draft Redevelopment Study.
- One (1) revised Final Redevelopment Study.
- Strategies Report.
- Summary of Public Input following Community Workshop No. 2.
- One (1) PowerPoint presentation to the Titusville City Council.

Deliverables will be provided electronically in searchable PDF format. Microsoft Office source files will be provided where appropriate. GIS files created specifically for this project will be provided in mutually agreed-upon formats.

The Draft Redevelopment Study, Final Redevelopment Study, Strategies Report, Public Input Summaries, and City Council Presentation are considered the primary contract deliverables. Supporting analyses, calculations, graphics, and working files developed during the project are

intended to support these deliverables and are not considered separate contract deliverables unless specifically requested.

Review Periods

The proposed fee assumes:

- One (1) City review of the Draft Redevelopment Study.
- One (1) consolidated set of review comments from the City.
- One (1) revision following receipt of consolidated comments.

Additional review cycles, multiple comment packages from individual departments, or significant changes in project direction following completion of draft deliverables may require a contract amendment.

Regulatory Coordination

The proposed fee includes planning-level coordination only.

The proposal does **not** include preparation of regulatory permit applications, agency negotiations, Comprehensive Plan amendment documentation, Future Land Use Map amendment applications, rezoning applications, Planned Development applications, or other entitlement services unless specifically authorized as additional services.

Additional Services

The following services, if requested by the City, will be performed only upon written authorization and compensated in accordance with the contract's hourly rate schedule:

- Additional community workshops or public meetings.
- Additional City Council presentations.
- Additional redevelopment scenarios.
- Significant revisions to redevelopment scenarios.
- Funding matrix identifying potential public and philanthropic funding resources to support the project.
- Detailed engineering analyses.

- Detailed traffic studies.
- Environmental investigations.
- Wetland delineations.
- Protected species surveys.
- Surveying.
- Geotechnical investigations.
- Grant application preparation or administration.
- Permit preparation or support.
- Additional report revisions.
- Litigation support.
- Expert witness testimony.
- Construction phase services.

Schedule

The proposed fee assumes timely access to project information, City staff, stakeholders, and available background documentation. Delays in receiving information, consolidated comments, or project decisions may require adjustments to the project schedule.

Many project activities are anticipated to occur concurrently, consistent with the preliminary project schedule included in this proposal. Following Notice to Proceed, Tetra Tech will work collaboratively with the City to refine the project schedule, establish milestone dates, and sequence activities to maximize efficiency while maintaining the overall six-month project duration.

Subconsultants

Subconsultant services identified in the proposal are included in the proposed fee. Additional specialty services requested beyond the proposed scope will be negotiated separately.

Intended Use

This study is intended to support future planning decisions through conceptual redevelopment alternatives and planning-level engineering, environmental, fiscal, and implementation evaluations. The deliverables are not intended to constitute final engineering design, entitlement documents, permit applications, or construction-ready plans.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Utility Billing Procedures**

Department/Office: Assistant City Manager

Recommended Action:
Provide direction to staff for any requested updates to the utility billing system.

Summary Explanation & Background:
At a previous City Council meeting, it was requested that staff return to City Council with policies related to utility billing. Although the City is exempted from Chapter 25-30, FAC, which regulates water and wastewater utilities, the City's customer service division follows the sections related to customer billing, meters, etc. The applicable sections are provided for reference in addition to the City's policy on collections.

Two previous issues were brought to City Council for resolution:
Issue #1 — Cash-only payments. The City has adjusted this to allow all secured payments, such as debit/credit cards, in addition to cash.
Issue #2 — Billing month matching calendar month — with the current billing system and reading cycle and adjustment is not possible at this time. But as the City continues to transition to cell service meters, a true billing month may be possible in the future.

It is recommended that City Council provide direction to staff for any requested updates to the utility billing system.

Alternatives:
None

Item Budgeted:
N/A

Source/Use of Funds/Budget Book Page:
N/A

Strategic Plan:
Goal 2: Efficient & Effective Services

Strategic Plan Impact:
This action is inline with improving customer service.

ATTACHMENTS:
1. Collections Policy
2. FAC

CUSTOMER SERVICE DIVISION
COLLECTION POLICIES AND PROCEDURES

POLICY OBJECTIVE

To define and mandate actions and activities that should be taken to improve the collection of water, sewer, solid waste and miscellaneous receivables.

POLICY STATEMENT

1. **Active Accounts** – Active accounts become delinquent when payment is not submitted by the due date on the bill.
2. **Bankruptcy (Chapter 7 or 11) Actions** – Handled by City Attorney's office.
3. **Final/Closed Accounts** – A final/closed account becomes delinquent if not paid by the due date on the final bill. The First Final Delinquency Notice is mailed the following Monday after the due date. If the account remains delinquent, a Second Final Delinquency Notice will be mailed the following Monday after the First Final Delinquency Notice was mailed. If payment is not received within this time, a Third Final Delinquency Notice will be mailed the following Monday after the Second Final Delinquency Notice was mailed. If the account remains unpaid after collection efforts have been exhausted, the account will be reviewed for write off purposes or transferred to the new owner or same customer on another existing account.
4. **Miscellaneous Receivables** – Departmental collection actions for miscellaneous receivables are determined by the ordinances governing the responsible departments. Collection includes customer contact and follow-up with liens.
5. **Payment Agreements** – More than one pay agreement may be offered per account based on the customer's account history. Only one pay agreement is allowed per year per account unless management makes an additional exception. Pay agreements are restricted if the customer has any of the following within the past twelve (12) months: NSF of any kind or a voided pay agreement. Pay agreements are restricted if utility tampering is documented or there are three (3) voided pay agreements within the life of the account. Pay agreements consist of the customer paying the full balance on the account within two (2) weeks. The full balance must be paid by Friday within the same week the two (2) weeks period falls. Longer periods of payment up to twelve (12) months may only be established for customers with current leaks documented in their accounts and will be determined on a case-by-case basis.
6. **Commitments** - Commitments will be accepted once written documentation from the charity agency is received and a pay agreement is signed by the account holder. Commitments consist of the charity agency & account holder paying the agreed amount by Friday closest to the forty-five (45) day period from receipt of both the commitment and signed pay agreement.
7. **Returned Checks & Invoice Cloud Rejects** – A service fee of twenty-five dollars ($25.00) or five (5) percent is added to the account. A notification letter is sent to the customer informing them they have ten (10) days from the date of the letter to pay the returned/rejected

payment and the service fee before the water is disconnected for non-payment. The payment must be in the form of cash, cashier's check, money order or debit/credit card. If the returned/rejected payment was for payment towards a pay agreement, deposits or a reconnect the violating party will be notified they have twenty-four (24) hours to pay the returned/rejected payment and the service fee before the water is disconnected for non-payment. Failure to pay just the service fee shall not constitute sufficient cause for discontinuation of service. *No cuts allowed on Fridays or on the day preceding a public holiday or on a public holiday.

8. **Statutory Liens** – Under the City's water and sewer bond covenants a delinquent utility bill represents a statutory lien on the property by Florida Statute 159.17 and City Ordinance No. 12-244.

Florida Statute 159.17 - Lien of service charges.

> Any municipality issuing revenue bonds hereunder shall have a lien on all lands or premises served by any water system, sewer system or gas system for all service charges for such facilities until paid, which liens shall be prior to all other liens on such lands or premises except the lien of state, county and municipal taxes and shall be on a parity with the lien of such state, county and municipal taxes. Such liens, when delinquent for more than 30 days, may be foreclosed by such municipality in the manner provided by the laws of Florida for the foreclosure of mortgages on real property.

City Ordinance Sec. 21-244. - Utility bills; date payable; delinquent accounts.

> (b) Liens. Any unpaid utility bill shall constitute a lien against the property, which lien shall be prior to all other liens on such property except the liens of state, county and municipal taxes and shall be on a parity with the lien of such state, county and municipal taxes. Such lien, when delinquent for more than thirty (30) days, may be foreclosed by the city in the manner provided by the laws of the State of Florida for the foreclosure of mortgages on real property. The attorney's fees and costs of foreclosure shall be taxable.

9. **Cut Offs/Tenant to Owner Process** – Cut offs are performed on Wednesdays, unless there are scheduling conflicts, per the Billing Calendar. The following Monday the "Term Tenant" letter is generated and mailed to the owner. If the tenant is still cut off, the account will be reviewed for termination on the next download of that cycle. On Monday following the next download of that cycle, the account will be terminated and put back into the owner's name with the water being left off/locked. The list will be provided to billing once all other steps are done. This list is used for account reinstatements. *No cuts allowed on Fridays or on the day preceding a public holiday or on a public holiday. *Owners can request to have the meter locked when water is off. If there is a shortage of locks in inventory, the owner may lock the

meter but must notify the city that a lock was installed. When service is turned back on, the lock must be removed, or the city has the right to cut the lock.

10. **Reconnects** – Reconnects are issued to restore service only after the city has received payment for all past-due bills, current bills, reconnect charge of twenty-five dollars ($25.00) and additional deposits. Reconnects are issued after the original cutoff date and prior to the next scheduled cutoff date for its cycle. If the delinquency is not collected prior to the next cutoff date for its cycle and gets collected after this date, a Turn-on Form, valid ID and required payment must be submitted to restore service the following business day.
11. **Recheck Off & Lock** – Recheck off & lock (ROL) is created if the customer has consumption after being cut off/locked. The documentation from the work order will be provided to Public Works for their utility tampering investigation.
12. **Check for Straight pipe** - Check for straight pipe work orders are issued every six (6) months on accounts that have their meter pulled. If a straight pipe is found, Public Works will be notified about the utility tampering.
13. **Meter Pull** – Meter pulls are issued for hydrant meter accounts that are delinquent and need to be cut off for nonpayment. A forty-five ($45.00) meter pull/reset fee will be added to the account. Meter pulls may be performed during investigations by Public Works Field Operations. Field Operations will notify Customer Service to add the meter pull charge along with additional fees after closing the investigation.
14. **Utility Tampering** – Utility tampering is prohibited per City Ordinance No. 21-243 (see ordinance and tampering fine listed below). After an account is cut off/locked for non-payment and a reconnect is not issued, the account will be monitored for water usage. If usage is found, a recheck off & lock (ROL) work order is created. Field Services will verify and document the pertinent information on the work order. The documentation will be provided to Public Works for their utility tampering investigation. Once the investigation is complete, the utility tampering fine along with possible additional charges will be added to the account. In certain cases, tampering is found when a reconnect work order is performed by Public Works. Public Works will document the tampering on the reconnect work order so our office can notify the customer and add the tampering fee to the customers' account. The tampering fee must be paid with the customer's next current bill. If the tampering fee is not paid by the due date on the customer's next current bill, they will be included in our delinquency/cut off process.

City Ordinance Sec 21-243 – Water meter charges.

(i) Utility tampering prohibited. Whenever there is evidence of meter tampering, meter bypassing, self-restored services, or unauthorized use of fire hydrants, the customer shall pay a utility tampering fine of one hundred dollars ($100.00) in addition to the cost of consumption and repairs. Where

the estimated usage is undefined, due to consumption without a water meter present, estimated usage shall bill at a rate of five thousand (5,000) gallons per month.

CHAPTER 25-30.255-25.30.360
WATER AND WASTEWATER UTILITY RULES

RELATED TO CUSTOMER BILLING

25-30.255	Measurement of Service for Water Utilities
25-30.260	Meter Installation
25-30.261	Meter Readings
25-30.262	Meter Accuracy Requirements
25-30.263	Meter Test Methods
25-30.264	Meter Testing Equipment
25-30.265	Periodic Meter Tests
25-30.266	Meter Test by Request
25-30.267	Record of Meter Tests
25-30.310	Initiation of Service
25-30.311	Customer Deposits
25-30.315	Temporary Service
25-30.320	Refusal or Discontinuance of Service
25-30.325	Termination of Service by Customer
25-30.330	Information to Customers
25-30.335	Customer Billing
25-30.340	Adjustment of Bills for Meter Error
25-30.345	Customer Service Charges
25-30.350	Underbillings and Overbillings for Water and Wastewater Service
25-30.351	Unauthorized Use
25-30.355	Complaints
25-30.360	Refunds

25-30.255 Measurement of Service for Water Utilities.

(1) Except as provided in subsection (2) of this rule, each utility must measure water sold upon the basis of metered volume sales unless the Commission approved flat rate service arrangements for that utility.

(2) A utility may provide flat rate on estimated service for:

(a) Temporary service where the utility can readily estimate water use.

(b) Public and private fire protection service.

(c) Water used for street sprinkling and sewer flushing when provided for by contract between the utility and the municipality or other local governmental authority.

Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.081, 367.111 FS. History–New 9-12-74, Formerly 25-10.87, 25-10.087, Amended 11-10-86, 9-2-26.

25-30.260 Meter Installation.

(1) Generally, each utility shall locate meters at or near the customer's curb or property line. When it is impractical to locate meters at or near the customer's curb or property line, the utility may locate a meter in any other reasonably convenient or accessible place which affords protection against damage.

(2) When meters are grouped, the utility shall tag each meter to identify the customer whose services are measured by that meter.

(3) Each utility shall install an accessible service control valve on the inlet side of each meter.

Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.111, 367.121 FS. History–New 9-12-74, Formerly 25-10.88, 25-10.088, Amended 11-10-86.

25-30.261 Meter Readings.

(1) The utility shall read its service meters at regular intervals and, insofar as practicable within regularly scheduled work days, on the corresponding day of each meter reading period.

(2) The utility shall read the register of each meter in the same units that the utility uses for billing purposes, except that a water meter may register in gallons or in cubic feet.

(3) The service meters shall be marked to indicate the units measured by that meter.

(4) The meter shall be marked with any constant or multiplier that the utility uses to determine the amount of service used by a customer.

Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.111, 367.121 FS. History–New 9-12-74, Formerly 25-10.95, 25-10.095, Amended 11-10-86.

25-30.262 Meter Accuracy Requirements.

Each utility shall employ water meters which register within the accuracy limits set forth in this chart:

Accuracy limits in percentages

	Maximum	Intermediate	Minimum Rate	
Meter Type	Rate	Rate	New	Repaired
Displacement	98.5-101.5	98.5-101.5	95-101.5	90-101.5
Current	97-102	None	95-102	90-102
Compound*	97-103	97-103	95-103	90-103

*The minimum required accuracy for compound meters at any rate within the "changeover" range of flows shall be 85%.

Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.121(1)(a), 367.122(1) FS. History–New 9-12-74, Formerly 25-10.92, 25-10.092, Amended 11-10-86.

25-30.263 Meter Test Methods.

(1) Each utility shall test its displacement type cold water meters on at least the three rates of flow set forth in the following chart:

Meter	Normal Test			
Size	Flow Limits		Test Flow Gallons Per Minute	

Inches	GPM	Minimum	Median	Maximum
5/8	1-20	1/4	2	15
3/4	2-30	1/2	3	25
1	3-50	3/4	4	35
1 1/2	5-100	11/2	8	50
2	8-160	2	15	100
3	16-300	4	20	150
4	28-500	37	40	200
6	48-1000	12	60	500

(2) Each utility shall test its current, compound and fire-service type meters on at least three rates of flow: one at the minimum test flow and two or more within the normal test flow limits of the table set forth in subsection (1) of this rule, with the upper test flow to be at a rate as high as practicable.

(3) Each utility shall test its compound meters within the "changeover" range of flows to determine overall operational efficiency and accuracy of registration.

(4) A utility may test any displacement type meter after installation if the meter is three inches or larger. However, each utility shall test its current, compound and fire-service type meters in place to achieve maximum accuracy, and may install a test tee in the outlet piping to facilitate and reduce the cost of testing for meters which are three inches or larger.

(5) Each utility may affix a seal to each of its tested and adjusted meters. The utility may affix the seal in such manner that it would have to be broken before any adjustment to meter registration could be achieved.

Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.121(1)(a), 367.122 FS. History–New 9-12-74, Formerly 25-10.90, 25-10.090, Amended 11-10-86.

25-30.264 Meter Testing Equipment.

(1)(a) Each utility providing metered water service shall either provide the necessary standard facilities, instruments and other equipment for testing meters in compliance with Rule 25-30.263, F.A.C., or enter into arrangements with other utilities or agencies for the testing of the utility's meters.

(b) When the utility opts to arrange for its testing to be performed by another utility or agency, that utility shall notify the Commission.

(2)(a) Standard meters may be used by the utility for field tests of meter accuracy provided that they are tested and calibrated to permit the testing of meters within the limits of accuracy set out in Rule 25-30.263, F.A.C.

(b) Testing and calibration of the standard meters shall be done either by the utility with its volumetric or weight standard equipment, or by an approved laboratory.

(c) Testing and calibration of the standard meters shall be done at least once every sixty (60) days while the standard meter is in use.

Rulemaking Authority 350.127(2), 367.121(1) FS. Law Implemented 367.121(1)(a), 367.122(1) FS. History–New 9-12-74, Formerly 25-10.89, 25-10.089, Amended 11-10-86.

25-30.265 Periodic Meter Tests.

Each utility shall inspect and test a representative sample of its meters in service at least once during the intervals set out in this rule.

Size of Meter	Maximum Interval Between Tests
5/8"	10 years
3/4"	8 years
1"	6 years
1 1/2"	4 years
2"	4 years
3"	3 years
4"	2 years

6"	1 year

Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.121(1)(a), 367.122 FS. History–New 9-12-74, Formerly 25-10.93, 25-10.093, Amended 11-10-86.

25-30.266 Meter Test by Request.

(1)(a) Upon written request of any customer whose meter has not been tested within one-half the maximum interval provided in Rule 25-30.265, F.A.C., the utility shall make a field test for accuracy of that customer's meter.

(b) The utility may not charge for any field test performed pursuant to paragraph (a) of this subsection.

(2)(a) The utility may require a deposit to defray cost of any bench test requested by any customer. However, the deposit may not exceed the following schedule:

Meter Size	
(inches)	Fee
5/8 and 3/4	$20.00
1 and 1 1/2	$25.00
2 and over	Actual Cost of Test

(b) The utility may retain the deposit if the customer's meter is found to register accurately or below accuracy.

(c) The utility shall refund the deposit if the customer's meter is found to register in excess of prescribed accuracy limits.

(3) The Commission may provide a representative to observe or supervise any bench test upon written request from the customer or utility. The utility shall advise the customer of the customer's right to witness the bench test.

(4) The utility shall provide the customer with a written report of the results of any test performed pursuant to this rule.

(5) A meter shall in no way be disturbed after the utility has received notice that application has been made for a test by the customer unless a representative of the Commission is present or unless authority to do so is first given in writing by the Commission or by the customer.

(6) At the request of the customer, the utility shall make arrangements for a meter test to be conducted by an independent meter testing facility of the customer's choosing. The customer shall be responsible for negotiating and paying to the independent meter testing facility any fee charged for such a test. Such independent meter testing facilities shall, at minimum, conform to the requirements of the American Waterwork's Association Water Meters Selection Installation Testing and Maintenance (AWWA-M6-1972). Where appropriate, the meter may be field tested. The customer shall be responsible for all the costs to the utility associated with a meter test by an independent meter testing facility. The utility shall provide a detailed estimate of such costs and may require payment of such costs prior to the actual meter test. If the meter is found to be running fast in excess of the limits established by these rules, such costs shall be refunded, but if within the allowable limit, the utility may retain the costs.

Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.121(1)(a), 367.122 FS. History–New 9-12-74, Amended 1-4-79, 10-11-83, Formerly 25-10.94, 25-10.094, Amended 11-10-86.

25-30.267 Record of Meter Tests.

(1) Each utility shall preserve the original records of all meter tests at least until same meter is performed or until the meter is retired by a later test.

(2) These records shall include:

(a) Sufficient information to identify the meter;

(b) The reason for the test;

(c) Date of test and reading of the meter;

(d) The computed accuracy before and after the repair; and,

(e) Any other data taken at the time of the test which would permit the convenient checking of the test results.

Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.121(1)(a), 367.122 FS. History–New 9-12-74, Formerly 25-10.91, 25-10.091, Amended 11-10-86.

25-30.310 Initiation of Service.

(1) A utility may require that application for service be made in writing and in accordance with the forms prescribed by the utility. However, the utility shall treat a completed application as notice that service is desired and as an expression of the applicant's willingness to conform to the utility's service rules and regulations which are in effect and on file with the Commission.

(2) Upon an applicant's compliance with utility's reasonable rules regarding service initiation, the utility shall initiate service without unreasonable delay. To ensure effectiveness of its rules regarding service and the initiation of service, a utility shall set out its rules or policies in its tariff, and those rules or policies shall have uniform application.

(3) In addition to the above, the utility shall provide each applicant for service with a copy of the brochure entitled "Your Water and Sewer Service" which is prepared by and available from the Florida Public Service Commission, Office of Consumer Assistance and Outreach, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0867.

Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.081, 367.111, 367.121 FS. History–New 9-12-74, Formerly 25-10.71, 25-10.071, Amended 11-10-86.

25-30.311 Customer Deposits.

(1) Deposit required; establishment of credit. Each company's tariff shall contain their specific criteria for determining the amount of initial deposit. Each utility may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the utilities' rules for prompt payment of bills. Credit will be deemed so established if:

(a) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested. A satisfactory guarantor shall, at a minimum, be a customer of the utility with a satisfactory payment record. A guarantor's liability shall be terminated when a residential customer whose payment of bills is secured by the guarantor meets the requirements of subsection (5) of this rule. Guarantors providing security for payment of residential customers' bills shall only be liable for bills contracted at the service address contained in the contract of guaranty.

(b) The applicant pays a cash deposit.

(c) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

(2) Receipt for deposit. A non-transferrable certificate of deposit shall be issued to each customer and means provided so that the customer may claim the deposit if the certificate is lost.

(3) Record of deposits. Each utility having on hand deposits from customers shall keep records to show:

(a) The name of each customer making the deposit;

(b) The premises occupied by the customer when the deposit was made;

(c) The date and amount of deposit; and

(d) A record of each transaction concerning such deposit.

(4) Interest on deposit.

(a) Each public utility which requires deposits to be made by its customers shall pay a minimum interest on such deposits of 2 percent per annum. The utility shall pay an interest rate of 3 percent per annum on deposits of nonresidential customers qualifying under subsection (5) below, when the utility elects not to refund such a deposit after 23 months. Such interest rates shall be applied within 45 days of the effective date of the rule.

(b) The deposit interest shall be simple interest in all cases and settlement shall be made annually, either in cash or by credit on the current bill. This does not prohibit any public utility paying a higher rate of interest than required by this rule. No customer depositor shall be entitled to receive interest on his deposit until and unless a customer relationship and the deposit have been in existence for a continuous period of six months, then he shall be entitled to receive interest from the day of the commencement of the customer relationship and the placement of deposit.

(5) Refund of deposits. After a customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the utility shall refund the residential customer's deposits and shall, at its option, either refund or pay the higher rate of interest specified above for nonresidential deposits, providing the customer has not, in the preceding 12 months, (a) made more than one late payment of a bill (after the expiration of 20 days from the date of mailing or delivery by the utility), (b) paid with check refused by a bank, (c) been disconnected for nonpayment, or at any time, (d) tampered with the meter, or (e) used service in a fraudulent or unauthorized manner. Nothing in this rule shall prohibit the company from refunding at any time a deposit with any accrued interest.

(6) Refund of deposit when service is discontinued. Upon termination of service, the deposit and accrued interest may be credited against the final account and the balance, if any, shall be returned promptly to the customer but in no event later than fifteen (15) days after service is discontinued.

(7) New or additional deposits. A utility may require, upon reasonable written notice of not less than 30 days, such request or notice being separate and apart from any bill for service, a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills; provided, however, that the total amount of the required deposit should not exceed an amount equal to the average actual charge for water and/or wastewater service for two billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, then the utility shall base its new or additional deposit upon the average monthly billing available.

Rulemaking Authority 367.121, 350.127(2) FS. Law Implemented 367.081, 367.111, 367.121 FS. History–New 6-1-63, Amended 4-1-69, 9-12-74, 6-10-80, 1-31-84, Formerly 25-10.72, 25-10.072, Amended 10-13-88, 4-25-94, 7-26-12.

25-30.315 Temporary Service.

(1) Upon compliance with subsection (3) of this rule, a utility may require an applicant customer to pay all the anticipated costs of installing and removing facilities and materials for temporary service.

(2) When temporary service is terminated, the utility shall credit the customer with the reasonable salvage value of the service facilities and materials if the customer has made advance payment pursuant to subsection (1) of this rule.

(3) Each utility shall set out in its tariff a definition of and policy or rules regarding temporary service.

Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.111 367.121 FS. History–New 9-12-74, Formerly 25-10.85, 25-10.085, Amended 11-10-86.

25-30.320 Refusal or Discontinuance of Service.

(1) Until adequate facilities can be provided, a utility may refuse to serve an applicant if, in the best judgment of the utility, it does not have adequate facilities, or supply to render the service applied for, or if the service is of character that is likely to affect unfavorably service to other customers.

(2) As applicable, the utility may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the customer shall be given written notice and allowed a reasonable time to comply with any rule or remedy any deficiency:

(a) For noncompliance with or violation of any state or municipal law or regulation governing such utility service.

(b) For failure or refusal of the customer to correct any deficiencies or defects in his piping or equipment which are reported to him by the utility.

(c) For the use of utility service for any other property or purpose than that described in the application.

(d) For failure or refusal to provide adequate space for the meter or service equipment of the utility.

(e) For failure or refusal to provide the utility with a deposit to insure payment of bills in accordance with the utility's regulation.

(f) For neglect or refusal to provide reasonable access to the utility for the purpose of reading meters or inspection and maintenance of equipment owned by the utility.

(g) For nonpayment of bills, including nonpayment of municipal sewer service under circumstances specifically provided in Section 159.18(2), F.S., or noncompliance with the utility's rules and regulations in connection with the same or a different type or a different class of utility service furnished to the same customer at the same premises by the same or affiliated utility only after there has been a diligent attempt to have the customer comply, including at least 5 working days' written notice to the customers. Such notice shall be separate and apart from any bill for service. For purposes of this subsection, "working day" means any day on which the utility's office is open and the U.S. Mail is delivered. A utility shall not, however, refuse or discontinue service for nonpayment of a dishonored check service charge imposed by the utility.

(h) Without notice in the event of a condition known to the utility to be hazardous.

(i) Without notice in the event of tampering with regulators, valves, piping, meter or other facilities furnished and owned by the utility.

(j) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of such service, the utility, before restoring service, may require the customer to make at his own expense all changes in piping or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the deficiency in revenue resulting from such fraudulent use. Service shall not be discontinued if, prior to the arrival of the utility to discontinue service, the customer has:

1. Paid for all fraudulent use of service;

2. Demonstrated the fraudulent use has ceased;

3. Paid all other applicable fees and charges; and,

4. The service condition allowing fraudulent use of service has been corrected.

(3) Service shall be restored when cause for discontinuance has been satisfactorily adjusted.

(4) In case of refusal to establish service, or whenever service is discontinued, the utility shall notify the applicant or customer in writing of the reason for such refusal or discontinuance. In all instances involving refusal or discontinuance of service the utility shall advise in its notice that persons dissatisfied with the utility's decision to refuse or discontinue service may register their complaint with the utility's Customer Relations Personnel and to the Florida Public Service Commission at 1(800)342-3552, which is a toll free number.

(5) The following shall not constitute sufficient cause for refusal or discontinuance of service to an applicant or customer:

(a) Delinquency in payment for service by a previous occupant of the premises unless the current applicant or customer occupied the premises at the time the delinquency occurred and the previous customer continues to occupy the premises and such previous customer will receive benefit from such service.

(b) Failure to pay for appliances or equipment purchased from the utility.

(c) Failure to pay for a different class of service, except where two or more classes of service are rendered to the same customer at the same premises.

(d) Failure to pay the bill of another customer as guarantor thereof.

(e) Failure to pay a dishonored check service charge imposed by the utility.

(6) No utility shall discontinue service to any customer, between 12:00 noon on a Friday and 8:00 a.m. the following Monday or between 12:00 noon on the day preceding a public holiday and 8:00 a.m. the next working day; provided, however, that this prohibition shall not apply when:

(a) Discontinuance is requested by or agreed to by the customer; or

(b) A hazardous condition exists; or

(c) Meters or other utility-owned facilities have been tampered with; or

(d) Service is being obtained fraudulently or is being used for unlawful purposes.

Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.081, 367.111, 367.121 FS. History–New 9-12-74, Amended 4-3-80, 10-25-84, Formerly 25-10.74, 25-10.074, Amended 11-10-86, 1-1-91, 1-7-93, 11-30-93, 10-28-98.

25-30.325 Termination of Service by Customer.

A utility may require a customer to give reasonable notice of his or her intention to discontinue service. Until the utility receives such notice, a customer may be held responsible for all service rendered.

Rulemaking Authority 367.121 FS. Law Implemented 367.111, 367.121 FS. History–New 9-12-74, Formerly 25-10.73, 25-10.073, Amended 11-10-86.

25-30.330 Information to Customers.

(1) Each utility shall provide its customers with the following information on at least an annual basis:

(a) Telephone numbers regular and after hours;

(b) Office address.

(2) Each utility shall provide its customers, upon request, with such other information and assistance as reasonably may be necessary to ensure that the customer receives safe, efficient service.

(3) Upon request of a customer, each utility shall provide information as to the method of reading meters and the computation of billing which results from reading meters.

(4) When a customer requests a bench test of his or her meter, the utility shall inform that customer of the provisions of Rule 25-30.266, F.A.C., and shall advise that the customer may request the test be made or supervised by a Commission representative.

(5) Upon request of a customer, the utility is to provide a copy or explanation of the utility's rates applicable to the customer's classification for service and to assist the customer in obtaining the rate which is most advantageous for the customer's service requirements.

Rulemaking Authority 367.121 FS. Law Implemented 367.121 FS. History–New 9-12-74, Formerly 25-10.69, 25-10.069, Amended 11-10-86.

25-30.335 Customer Billing.

(1) Except as provided in this rule, a utility must render bills to customers at regular intervals, and each bill must indicate the

billing period covered; beginning and ending meter reading; the amount of the bill; the delinquent date or the date after which the bill becomes past due; and any authorized late payment charge.

(2) When a utility is unable to obtain an actual meter read, estimated bills may be provided.

(a) If the utility estimates a bill, the word "Estimated" must be prominently displayed on the face of the bill.

(b) The utility is obligated to timely correct any problems within the utility's control causing the need to estimate bills. In no event may a utility provide an estimated bill to any one customer account more than four times in any 12-month period due to circumstances that are within the utility's control and service obligations.

(c) Upon issuance of a second estimated bill in a 6-month period, the utility must provide the customer with an explicit written explanation for the estimation, along with the utility contact information and the Commission toll-free complaint number, 1(800)342-3552.

(d) The utility must maintain records for a minimum of two years, detailing the number, frequency, and causes of estimated bills, and those records must be made available upon request to the Commission or to any party to a rate proceeding for the utility.

(3) When service is rendered for less than 50 percent of the normal billing cycle, the utility must prorate the base facility charges, flat rates, or rates that include minimum usage as though the normal billing cycle were 30 days. The utility may elect to not issue an initial bill if the service is rendered for a period less than 50 percent of the normal billing cycle. Instead, the utility may elect to issue a single bill combining the amount owed for the service rendered during the initial time period with the amount owed for the next billing cycle.

(4) If a customer requests a temporary discontinuance of service or is out of residence:

(a) Utilities that have the base facility charge rate structure must continue to bill the base facility charge.

(b) Utilities that have a flat rate or a rate that includes minimum usage must bill the customer 40 percent of the flat or minimum rate contained on the applicable tariff.

(5) If a customer requests a permanent termination of service and the same customer subsequently requests service at the same location within 12 months of that termination, the utility must bill the customer the base facility charges or 40 percent of the flat rate or rates that include minimum usage for the service termination period. The customer is responsible for payment of all outstanding rates and charges for the termination period in order for service to be restored.

(6) A utility may not consider a customer delinquent in paying his or her bill until the 21st day after the utility has mailed or presented the bill for payment.

(7) A utility must establish each point of delivery as an independent customer account and must calculate the amount of the bill accordingly, except where physical conditions make it necessary to use additional meters or points of delivery for one class of service to a single customer on the same premises, or where such multiple meters or delivery points are used for the convenience of the utility.

(8) A utility may not incorporate municipal or county franchise fees into the amount indicated as the cost for service on the customer's bill. Rather, the utility must show any such franchise fee as a separate item.

(9) The utility must maintain a record of each customer's account for the most current 2 years so as to permit reproduction of the customer's bills during the time that the utility provided service to that customer.

Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.121 FS. History–New 9-14-74, Amended 6-21-79, Formerly 25-10.97, 25-10.097, Amended 11-10-86, 11-30-93, 6-17-13, 4-22-21.

25-30.340 Adjustment of Bills for Meter Error.

(1) In meter tests made by the Commission or by the utility at the request of the customer (as provided in Rule 25-30.266, F.A.C.) the accuracy of registration of the meter and its performance in service shall be judged by its averaged error. The average meter error shall be considered to be the algebraic average of the errors at the test rate flows set out in Rule 25-30.263, F.A.C. Any adjustment of charges which is made in accordance with this rule shall be based on the average error thus derived.

(2) Fast meters. Whenever a meter tested is found to register fast in excess of the tolerance permitted under Rule 25-30.262, F.A.C., the utility shall refund to the customer the amount billed in error for one half the period from the time the meter was the meter was last tested not to exceed twelve (12) months except that if it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to but not beyond such date, based upon available records. The refund shall not include any part of the minimum charge.

(3) Slow meters.

(a) Except as provided by this paragraph, a utility may backbill in the event that a meter is found to be slow, non-registering or

partially registering. A utility may not backbill for any period greater than twelve (12) months from the date it notifies a customer that his or her meter is slow, non-registering or partially registering. If it can be ascertained that the meter was slow, non-registering or partially registering for less than twelve (12) months prior to notification, then the utility may backbill only for the lesser period of time. In any event, the customer may extend the payments of the backbill over the same amount of time for which the utility issued the backbill. Nothing in this subsection shall be construed to limit the application of subsection (5) of this rule.

(b) Whenever a meter tested is found to register slow in excess of the tolerance established under Rule 25-30.262, F.A.C., the utility may bill the customer in accordance with this subsection. If the utility has required a deposit as permitted under Rule 25-30.266, F.A.C., the customer may be billed only for that portion of the unbilled error which is in excess of the deposit retained by the utility.

(c) In the event of a non-registering or a partially registering meter, unless the provisions of subsection (4) of this rule apply, a customer may be billed on an estimated amount based on previous bills for similar usage.

(4) It shall be understood that when a meter is found to be in error in excess of the prescribed accuracy limits, fast or slow, the figure to be used for calculating the amount of refund or charge in subsection (2) or paragraph (3)(b) above, shall be that percentage of error as determined by the test.

(5) In the event of unauthorized use, the customer may be billed on a reasonable estimate of the service taken. The utility may assess a fee to defray the cost of restoring service provided such charge is specified in the tariff.

Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.081, 367.111 FS. History–New 9-12-74, Amended 5-3-82, Formerly 25-10.98, 25-10.098, Amended 11-10-86.

25-30.345 Customer Service Charges.

(1) When a utility has disconnected service for proper cause as specified in Rule 25-30.320, F.A.C., the utility may charge a reasonable fee to defray the cost of restoring service provided that the fee is specified in the utility's tariff.

(2) When an applicant requests temporary service, the utility may charge a reasonable fee pursuant to Rule 25-30.315, F.A.C., to defray the cost of installing and removing facilities and materials.

(3) A utility may have other customer service charges. These are specified in the utility's tariff.

Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.081, 367.111 FS. History–New 3-6-71, Amended 9-12-74, Formerly 25-10.99, 25-10.099, Amended 11-10-86.

25-30.350 Underbillings and Overbillings for Water and Wastewater Service.

(1) A utility may not backbill customers for any period greater than 12 months for any undercharge in billing which is the result of the utility's mistake.

(a) The utility shall allow the customer to pay for the unbilled service over the same time period as the time period during which the underbilling occurred or some other mutually agreeable time period. The utility shall not recover in a ratemaking proceeding, any lost revenues which inure to the utility's detriment on account of this provision.

(b) The revised bill shall be calculated on a monthly basis, assuming uniform consumption during the month(s) subject to underbilling, based on the individual customer's average usage for the time period covered by the underbilling. The monthly bills shall be recalculated by applying the tariff rates in effect for that time period. The customer shall be responsible for the difference between the amount originally billed and the recalculated bill. All calculations used to arrive at the rebilled amount shall be made available to the customer upon the customer's request.

(2) In the event of an overbilling, the utility shall refund the overcharge to the customer based on available records. If the commencement date of the overbillling cannot be determined, then an estimate of the overbilling shall be made based on the customer's past consumption.

(3) In the event of an overbilling, the customer may elect to receive the refund as a one-time disbursement, if the refund is in excess of $20, or as a credit to future billings. Refunds for overbillings shall be disbursed pursuant to Rule 25-30.360, F.A.C.

Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.091, 367.121 FS. History–New 11-10-86, Amended 6-17-13, 11-25-19.

25-30.351 Unauthorized Use.

In the event of unauthorized or fraudulent use of service or meter tampering, the utility shall bill the customer on an estimate of the water and/or wastewater services used based on the customer's past consumption.

Rulemaking Authority 350.127, 367.121 FS. Law Implemented 367.091, 367.121 FS. History–New 6-17-13.

25-30.355 Complaints.

(1) A utility shall give a customer verbal or written acknowledgement of the utility's receipt of the customer's complaint no later than three business days after it receives the complaint. The utility shall specify in its acknowledgement whether any additional action will be taken on the issue(s) raised by the customer. A utility shall investigate the complaint and give the customer a verbal or written response no later than 15 days after it receives the complaint.

(2) The word "complaint" as used in this rule means an objection made to the utility by a customer by telephone call, by email, by letter, or on the utility's website form as to the utility's charges, facilities or service that requires action by the utility.

(3) Each utility shall have a procedure for receiving and responding to emergency calls 24 hours a day. Examples of emergencies shall include reports of water or wastewater main breaks or conditions caused by utility-owned facilities where property damage or personal injury is reasonably foreseeable.

Rulemaking Authority 350.127(2), 367.0812(5), 367.121(1) FS. Law Implemented 367.0812(1), 367.111, 367.121(1) FS. History–New 9-12-74, Formerly 25-10.70, 25-10.070, Amended 11-10-86, 6-21-18.

25-30.360 Refunds.

(1) Applicability. All refunds under this chapter must be made in accordance with this rule, unless another rule in this chapter specifically sets forth the procedure for making refunds. The calculation for overbillings must be pursuant to Rule 25-30.350, F.A.C., and disbursed pursuant to this rule.

(2) Timing of Refunds. Refunds must be made within 90 days of the Commission's order unless a different time frame is prescribed by the Commission. A timely motion for reconsideration temporarily stays the refund, pending the final order on the motion for reconsideration. In the event of a stay pending reconsideration, the timing of the refund must commence from the date of the order disposing of any motion for reconsideration. This rule does not authorize any motion for reconsideration not otherwise authorized by Chapter 25-22, F.A.C.

(3) Basis of Refund. When the refund is the result of a specific rate change, including interim rate increases, and the refund can be computed on a per customer basis, that will be the basis of the refund. However, when the refund is not related to specific rate changes, such as a refund for overearnings, the refund must be made to customers of record as of a date specified by the Commission. In such case, refunds must be made on the basis of usage. Per customer refund refers to a refund to every customer receiving service during the refund period. Customer of record refund refers to a refund to every customer receiving service as of a date specified by the Commission.

(4) Interest.

(a) When the Commission orders refunds to be made with interest, the average monthly interest rate until refund is posted to the customer's account must be based on the AA non-financial 30-day commercial paper rate published by the Board of Governors of the Federal Reserve System on its website.

(b) This average monthly interest rate must be calculated for each month of the refund period:

1. By adding the published interest rate in effect for the last business day of the month prior to each month the refund period and the published rate in effect for the last business day of each month of the refund period divided by 24 to obtain the average monthly interest rate;

2. The average monthly interest rate for the month prior to distribution must be the same as the last calculated average monthly interest rate.

(c) The average monthly interest rate must be applied to the sum of the previous month's ending balance (including monthly interest accruals) and the current month's ending balance divided by 2 to accomplish a compounding effect.

(d) Interest Multiplier. When the refund is computed for each customer, an interest multiplier may be applied against the amount of each customer's refund in lieu of a monthly calculation of the interest for each customer. The interest multiplier must be calculated by dividing the total amount refundable to all customers, including interest, by the total amount of the refund, excluding interest. For the purpose of calculating the interest multiplier, the utility may, upon approval by the Commission, estimate the monthly refundable amount.

(e) Commission staff will provide applicable interest rate figures and assistance in calculations under this rule upon request of the affected utility.

(5) Method of Refund Distribution. For those customers still on the system, a credit shall be made on the bill. In the event the refund is for a greater amount than the bill, the remainder of the credit must be carried forward until the refund is completed. If the customer so requests, a check for any negative balance must be sent to the customer within 10 days of the request. For customers entitled to a refund but no longer on the system, the company must mail a refund check to the last known billing address except that no refund for less than $1.00 will be made to these customers.

(6) Security for Money Collected Subject to Refund. In the case of money being collected subject to refund, the money shall be secured by a bond unless the Commission specifically authorizes some other type of security such as placing the money in escrow, approving a corporate undertaking, or providing a letter of credit. The company must provide a report by the 20th of each month indicating the monthly and total amount of money subject to refund as of the end of the preceding month. The report must also indicate the status of whatever security is being used to guarantee repayment of the money.

(7) Refund Reports. During the processing of the refund, monthly reports on the status of the refund shall be made by the 20th of the following month. In addition, a preliminary report must be made within 30 days after the date the refund is completed and again 90 days thereafter. A final report must be made after all administrative aspects of the refund are completed. The above reports shall specify the following:

(a) The amount of money to be refunded and how that amount was computed;

(b) The amount of money actually refunded;

(c) The amount of any unclaimed refunds; and,

(d) The status of any unclaimed amounts.

(8) Any unclaimed refunds shall be treated as cash contributions-in-aid-of-construction.

Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.081, 367.0814, 367.082(2) FS. History–New 8-18-83, Formerly 25-10.76, 25-10.076, Amended 11-30-93, 11-25-19, 10-1-26.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Code Enforcement Lien Reduction Request for 3130 Barna Avenue**

Department/Office: Code Enforcement

Recommended Action:

Approve the Special Magistrate's recommendation for a code enforcement lien reduction to the amount of $19,237.99 plus $233.97 in City cost for a total of $19,471.96 and payable to the City of Titusville within 90 days. This action is for the property located at 3130 Barna Avenue, Titusville, Florida. The Magistrate has based his findings on the requirements of City Code Section 31-71(g).

Summary Explanation & Background:

This case was originally heard on November 13, 2023. The respondents, Dorthy M Harris and Edwin Harris, did attend the meeting and did not dispute the conditions of the property. The respondent was given until January 5, 2025, to correct the violations on the property:

On January 8, 2025, meeting compliance was not achieved, a fine in the amount of $25.00 per day, per violation commencing on January 6, 2025, and continuing daily until the violation is corrected, and a lien was imposed. Administrative costs in the amount of $198.97 were imposed.

On June 16, 2026, the Code Enforcement Department received an application for a lien reduction from Steve Souba the current owner. The application is presented in accordance with Titusville Code of Ordinances Section 31-71 for the Special Magistrates' consideration.

On June 19, 2026, the property achieved compliance and was verified by Code Officer Jim Flannigan. The total daily fine accrued is $38,475.97 and the City's cost of $233.97 for a total of $38,708.97. The applicant is requesting a reduction in the amount of $38,475.97.

At the August 10, 2026, meeting, Special Magistrate Don Nguyen heard the request for reduction and the owner was not present at the hearing. After reviewing the request, Special Magistrate Nguyen recommended a reduction in the fine to $19,237.99 plus the

City cost of $233.97 totaling $19,471,96.

Alternatives:
1. Approve modified amount.
2. Do not approve the lien request.

Item Budgeted:
N/A

Source/Use of Funds/Budget Book Page:
N/A

Strategic Plan:
Goal 1: Quality of Life

Strategic Plan Impact:

ATTACHMENTS:
1. Order imposing fine and Lien
2. Fence 2
3. Inoperable vehicle
4. Trash 4
5. Compliance
6. Lien Reduction Application
7. Lien Reduction Order
8. Daily Fine total

CFN 2024072204, OR BK 10035 PAGE 421,
Recorded 04/10/2024 at 09:25 AM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
Pgs:2

2

TITUSVILLE CITY-CODE ENFORCEMENT
PO BOX 2806
ATTN: GLENN TOLLESON
TITUSVILLE, FL 32781

CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF TITUSVILLE, FLORIDA

CITY OF TITUSVILLE, FL
Petitioner,

v.
HARRIS, DOROTHY M
Mailing address:
3130 BARNA AVE TITUSVILLE FL 32780

Respondent.

CASE NO: 23-58
Subject Property: 3130 BARNA AVE
TITUSVILLE FL 32780
Parcel ID#22-35-16-04-5-12

ORDER IMPOSING FINE AND LIEN

This case came on for a *Massey*/compliance hearing before the Code Enforcement Special Magistrate of the City of Titusville, Florida, on January 8, 2024. Based on the evidence and testimony presented, the Special Magistrate finds and orders:

1. Respondent is the owner of the Subject Property.

2. Proper notice of the hearing was provided. Respondent, Dorothy Harris, did appear at the hearing, as well as her husband, Edwin Harris.

3. The Magistrate previously found Respondent in violation of City Code 1) Sec. 12-23 - Junk and Debris; 2) Sec. 13-73 - Inoperable Vehicle; and 3) Sec. 6-109; 2018 IPMC Sec. 302.7 - Accessory Structures - Fence, and ordered compliance by 12:00 p.m. (noon) on January 5, 2024, or a subsequent hearing would be held and a fine in the amount of $25.00 per day, per violation, may be imposed.

4. The following was admitted into evidence: Ex. 1 - Notice of Violation and Affidavit of Service; Ex. 2: Notice of Hearing and Affidavit of Service; and, Ex. 3 Cost Recovery Sheet in the amount of $198.97. The City's Power Point presentation and photographs were admitted into evidence.

5. Code Officer Jim Flannigan testified that all three violations still exist. There is still junk and debris in the backyard and on the side of the house. The inoperative vehicle with flat tires is still in the driveway. The fence remains in disrepair. Dorothy and Edwin Harris both testified they have attempted to bring the violations into compliance but, due to medical issues and financial issues, they have not been able to make much progress.

6. The Magistrate incorporates the testimony and evidence presented into this Order.

The undisputed evidence shows the violations still exist on the property. A fine is imposed in the amount of $25.00 per day, per violation, commencing January 6, 2024, and continuing daily until the violations are corrected to the written satisfaction of the Code Enforcement Officer. Respondent must contact the City of Titusville Code Enforcement Department at (321)567-3770 to request an inspection to verify compliance in order to stop the fines from running.

7. In addition to the fine imposed herein, Respondent shall pay the City's costs of prosecution in the amount of $198.97 (in the event said costs have not previously been paid to the City of Titusville). The fine and costs shall be made payable to the "City of Titusville" and delivered to the Office of the City Attorney, 555 South Washington Avenue, Titusville, Florida.

A certified copy of this Order may be recorded in the public records and shall constitute a lien against the subject property and any other real or personal property owned by Respondent.

DONE AND ORDERED this 10th day of January, 2024.

CITY OF TITUSVILLE, FLORIDA
CODE ENFORCEMENT SPECIAL MAGISTRATE

By: _____
Debra Babb-Nutcher, Special Magistrate

Attest: _____
Secretary to Special Magistrate

Certificate of Mailing

I hereby certify that a true and correct copy of the foregoing has been mailed to the Respondent(s)'s mailing address(es) listed above by regular mail and certified mail this 10 day of January, 2024.

_____
Secretary to Special Magistrate

TITUSVILLE, FLORIDA FOUNDED 1867

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
CITY CLERK'S OFFICE
CITY OF TITUSVILLE, FLORIDA
DATE 4/8/24
SIGNATURE _____


photo by JF
November 2, 2023 9:33 AM


F150
photo by JF
November 1, 2023 8:51 AM

Schweppes
GINGER ALE
photo by JF
November 2, 2023 9:32 AM



CITY OF TITUSVILLE CODE ENFORCEMENT

LIEN REDUCTION APPLICATION

Name & Address of Owner Steve Souba, 3116 Barna Ave, Titusville, FL

Telephone Number(s) of Owner 321-258-8363 **Homestead?** ____ yes ✓ no *If yes,* submit proof of residency at homestead address.

Code Enforcement Property Address 3130 Barna Ave **Date of Compliance** ____

Amount of lien reduction requested $ ALL *All administrative costs, and any costs of enforcement, repair or to secure a structure that are incurred by the City shall not be reduced or waived.*

Pursuant to Titusville Code Sec. 31-71 (g): If there are no other outstanding monies owed to the City, and if the Code Enforcement Department confirms that the subject code violation(s) has been brought into compliance and there are no current code violations on the property, the application shall be placed on the agenda for the Special Magistrate's consideration. The Special Magistrate shall consider a reduction of the lien amount based upon the factors below and make a recommendation for Council's approval:

(a) The gravity of the violation;
(b) The actions taken by the Applicant to correct the violations and the time in which it took to bring the property into compliance;
(c) The accrued amount of the code enforcement fine or lien compared to the market value of the property;
(d) Any previous or subsequent code violations committed by the Applicant;
(e) The Applicant's prior knowledge of the lien;
(f) Any financial hardship;
(g) Whether the property has a homestead exemption; and
(h) Any other mitigating circumstances which may warrant the reduction of the lien.

Describe the factual basis upon which the reduction of the lien should be granted. Please include an explanation regarding why the violation was not corrected upon issuance of the initial Notice of Violation (include additional sheets and documentation as necessary).

See attached letter, thank you

Owners Signature [signature] **Date of Application** 6-16-26

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 16 day of June, 20 26, by Steve Souba, who is/are personally known to me or who has/have produced ____ as identification.

WITNESS my hand and official seal in the county and state aforesaid

ALISHA DURDEN
Notary Public
State of Florida
Comm# HH733020
Expires 10/20/2029

[signature]
Notary Public (print or stamp name)
My commission expires: 10/20/29

Please submit this completed application form to the Code Enforcement Department by email to: codeenforcement@titusville.com or you may hand-deliver or mail the completed application form to: Titusville Police Department, c/o Code Enforcement Department, 1100 John Glenn Blvd, Titusville, FL 32780.

Date: 06/16/26

Subject: Request for Dismissal or Reduction of Code Enforcement Lien/Fines – 3130 Barna Avenue, Titusville, FL

To Whom It May Concern,

I am respectfully requesting consideration for the dismissal or substantial reduction of the code enforcement fines associated with the property located at 3130 Barna Avenue, Titusville, Florida.

I have lived adjacent to this property for more than 15 years and have personally witnessed the severe deterioration of the home and surrounding property over that time. The previous occupants allowed the property to fall into extreme disrepair, including significant hoarding conditions, excessive accumulation of debris, overgrown vegetation, and rodent infestations. The condition of the property negatively impacted neighboring homeowners and the surrounding community for many years.

In fact, my neighbor, Scott, and I were among those who repeatedly reported the property's condition to Code Enforcement in an effort to have the issues addressed. Those complaints ultimately resulted in enforcement actions and the assessment of daily fines.

Following the deaths of the previous owners, I undertook the lengthy and costly process of acquiring ownership of the property. After obtaining all twelve deeds and completing approximately nine months of probate proceedings, I became the legal owner of the home.

Since acquiring the property, I have invested approximately $30,000 of my own funds toward cleanup and rehabilitation efforts. This work has included the removal of large amounts of debris, extensive tree and brush clearing, and remediation of conditions that had existed for many years. Due to the severe rodent infestation and damage throughout the structure, the interior has been completely gutted so that the property can be properly restored and brought into compliance.

I was not responsible for creating the violations that led to the fines. Rather, I am the individual who has stepped forward to correct years of neglect and improve the property for the benefit of the neighborhood and the City of Titusville. The property is actively being rehabilitated, and significant progress has already been made.

Given these circumstances, I respectfully request that the City consider dismissing the accumulated fines, or alternatively, substantially reducing them. Granting this request would allow additional resources to be directed toward completing the rehabilitation of the property and returning it to a safe, attractive, and productive condition.

Thank you for your time and consideration. I appreciate the opportunity to present this request and would be grateful for any relief the City is able to provide.

Sincerely,

CITY OF TITUSVILLE, FLORIDA
CODE ENFORCEMENT SPECIAL MAGISTRATE

CITY OF TITUSVILLE, FL Petitioner, v. **STEVEN SOUBA** Mailing address: 3116 Barna Avenue Titusville, FL 32780 Respondent/Applicant.	Subject Property: 3130 Barna Avenue Titusville, FL 32780 Tax Parcel ID#: 22-35-16-04-5-12

LIEN REDUCTION RECOMMENDED ORDER

This case came on for hearing before the Special Magistrate of the City of Titusville, Florida, on August 10, 2026, upon an application for lien reduction. Steven Souba appeared and provided testimony. Based on the evidence and testimony presented, the Magistrate finds and orders:

Findings and Conclusions

1. The property was previously found in violation of City Code Section 12-23A – Junk and Debris; Section 13-73 – Inoperative Vehicle; and Section 6-109, 2018 IPMC Subsection 302.7 – Accessory Structure (Fence). The Respondent, Dorothy Harris, was given until January 5, 2024, to correct the violations, or a fine of $25.00 per day, per violation would be imposed. On January 8, 2024, the Magistrate found the violations had not been corrected and imposed a fine of $25.00 per day, per violation, commencing January 6, 2024, and continuing until the violations were corrected. The City's administrative costs of prosecution were imposed in the amount of $198.97.

2. A lien was imposed on the property and recorded on April 10, 2024, at Official Records Book 10035, Page 421, Brevard County Public Records ("Subject Lien").

3. The property was brought into compliance on June 6, 2025.

4. The total amount of code enforcement fines under the Subject Lien is $38,475.97, plus $233.97 in administrative costs.

5. On June 16, 2026, Applicant applied for a lien reduction pursuant to City Code § 31-71(g). The Applicant requested a reduction in the lien amount of $38,475.97.

6. Pursuant to City Code § 31-71(g)(1), the following criteria must be met and considered upon an application for lien reduction:

a) *The gravity of the violation.* The violations were not life-threatening; however, Applicant testified that the violations caused him personal suffering.

b) *The actions taken by the Applicant to correct the violations; the time it took to bring the property into compliance; whether there are any scheduled maintenance plans to avoid future repeat violations.* Applicant invested approximately $50,000.00 in repairs to the property and moved quickly to bring the property into compliance.

c) *Accrued amount of the code enforcement fine compared to the current market value of the property.* The accrued fine represents a substantial percentage of the value of the property.

d) *Any previous or subsequent code violations by the Applicant.* No information was presented.

e) *Applicant's prior knowledge of the lien.* No information was presented.

f) *Any financial hardship.* The Applicant presented evidence of financial hardship.

g) *Homestead exemption.* No.

h) *Other mitigating circumstances.* None presented.

Recommended Order

Based on the findings above and the requirements of City Code Section 31-71(g), the Magistrate recommends the following:

1. The code lien in the amount of $38,475.97 shall be reduced by fifty percent (50%) to $19,237.99.

2. Applicant shall pay the City's administrative costs of $233.97.

After this Recommended Order is entered, the matter will be placed on the City Council agenda for final action. Code Enforcement shall notify the Applicant of the date of the City Council meeting.

DONE AND ORDERED this 12th day of August, 2026.

CITY OF TITUSVILLE, FLORIDA
CODE ENFORCEMENT

Special Magistrate
Don H. Nguyen, Esq.

Certificate of Mailing

I hereby certify that a true and correct copy of the foregoing has been mailed to the Respondent(s) at the mailing address(es) listed above by regular mail and certified mail this 14 day of August, 2026.



Secretary Special Magistrate

CODE ENFORCEMENT

PROMOTING TEAMWORK WITHIN Our COMMUNITY

1100 John Glenn Blvd. • Titusville, FL 32780 • PH 321-567-3770

Daily Fine Total

06/19/2026

3130 BARNA AVENUE – PAYOFF THROUGH AUGUST 10,2026

CASE NUMBER	FINE	CREDITS	TOTAL
23-000882	ADMIN COSTS		$198.97
23-000882	RECORDING FEE		$35.00
23-000882	COMPLETED DAILY FINE $25.00/PER DAY SEC 302.7 ACCESSORY STRUCTURES		$12,825.00
23-000882	COMPLETED DAILY FINE $25.00/PER DAY SEC 13-73 INOPERATIVE VEHICLES PROHIBITED		$12,825.00
23-000882	COMPLETED DAILY FINE $25.00/PER DAY SEC 12-23 JUNK AND DEBRIS		$12,825.00
			$38,708.97

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Code Enforcement Lien Reduction Request for 1235 Thoreau Street**

Department/Office: Code Enforcement

Recommended Action:

Approve the Special Magistrate's recommendation to deny a code enforcement lien reduction to the amount of $47,200.00. The City cost has been paid in the amount of $153.89. This action is for the property located at 1235 Thoreau Street. The Magistrate has based his findings on the requirements of City Code Section 31-71(g).

Summary Explanation & Background:

This case was originally heard on January 12, 2026. The respondents, nor representatives for the respondent, BAF Assets 6 LLC, weren't present at the hearing. The respondent was given until March 6, 2026, to correct the violations on the property:

This case started in response to a complaint received from the tenant, I completed an inspection of the property on October 2, 2025. Multiple violations were observed on the property, and a notice of violation was issued.

On November 6, 2026; a reinspection of the property was completed and found a For Lease sign in the front yard. An Orange Card was posted on the front door requesting a call back to discuss the open violations. Also, I left a voice message at the number on the lease sign and followed up with an email to Main Street Renewal providing a copy of the Non-Compliance Letter sent to the listed owner.

On November 11, 2026, I spoke to a Real Estate Agent who had shown the house to a client over the weekend and saw the orange card on the front door. The agent provided the email address for Main Street Renewal and the November 6, 2026 email was forwarded.

On November 11, 2025 at 11: 25 am; I received email correspondence from Property Management Company - Main Street Renewal, concerning the notice of violation sent to them. An onsite meeting to discuss the open violations and view repairs completed at

the property was set for November 20, 2025 at 1:30 pm.

On November 20th , No one from the company arrived at the property. I email the Property Management Company but received no phone calls or emails back.

On January 12, 2026, the initial hearing was conducted. Representatives for the respondent, BAF Assets 6 LLC, were not present. The respondent was found to be in violation of Sections 6-56, 605.1, 304.13, 304.6, 304.7, 506.2, and 603.1 and ordered to correct the cited violations no later than noon on March 6, 2026. If compliance was not achieved, a fine in the amount of $100.00 per day per violation (7 violations exist) was imposed; commencing on March 7, 2026, and continuing daily until the violations are corrected, and a lien may be imposed. Administrative costs in the amount of $153.89 were imposed.

On January 12, 2026, an email from Mr. Delgado with Main Street Renewal was received, acknowledging the scheduled Hearing and that they were unable to have someone present. He requested the hearing results and advise on any action required for compliance. I sent a follow up email explaining the written order would be issued and that a copy would be emailed as soon as it was received.

On January 20, 2026, a copy of the written order was emailed to Main Street Renewal. In response to the order, an onsite meeting was scheduled for January 29th at 2 pm.

On January 29, 2026, I met with Raul Torres at the property and provided a copy of the original Violation Notice and the issued Order. We discussed each of the violations and what was needed to correct each. Mr. Torres took photos and notes during the meeting and stated he would forward them to the team to complete repairs.

On February 3, 2026, payment for the Administrative costs in the amount of $153.89 was received and processed.

On February 24, 2026, while posting the non-compliance hearing notice, I found new tenants moving into the property. We discussed the open violations, and upcoming compliance hearing. The tenant stated a contractor w/maintenance company came out to photograph each of the items and confirmed repairs have yet to be completed.

On March 3, 2026, I received an email from Mrs. Lewis with photographs of repairs done at the property and a request to close the case. I explained that I would need to complete a site inspection to inspect the repairs to confirm compliance and offered to meet Mr. Torres back at the property. When a meeting was requested to be held on March 11th or 12th with Mr. Diego Restrepo; I explained that the compliance date for this case was Friday March 6, 2026, and that any violations remaining open after that date were subject to daily fines at the Hearing on March 9, 2026.

On March 6, 2026, I completed a reinspection of the property, with the tenant providing access to the property. I found Sections 605.1 Electrical Equipment and 304.7 Gutters had been corrected.

On March 9, 2026, The Non-Compliance hearing was held. Representatives for the respondent, BAF Assets 6 LLC, were not present. Testimony was provided that the property remained in violation of Sections 304.13, 304.6, 506.2,603.1 and 6-56(a). A Fine was imposed in the amount of $100.00 per day, per violation Commencing on March 7, 2026, and continuing daily until the violations are corrected.

On March 13, 2026, I met on site with the tenant and Diego Restrepo with Main Street Renewal. We reviewed each of the open violations and discussed expectations for compliance.

On April 28, 2026, I met on site with the Tenant and Contractor with Main Street Renewal. I confirmed that Mechanical Permit #26-1382 had Passed Final Inspection and Section 6-56 was closed and daily fines stopped. I discussed all open violations with the contractor.

On June 3, 2026, at the request of Main Street Renewal, I completed a reinspection of the property with the tenant and found Sections 304.6 Exterior Walls & 603.1 Mechanical equipment corrected and the daily fines stopped.

On July 7, 2026, at the request of Main Street Renewal, I completed a reinspection of the property with the tenant and found the final two violations corrected and stopped daily fines on Sections 304.13 Doors and 506.2 Plumbing. The total daily fine accrued is $47,200.00 as the City's cost of $ $153.89 was paid on Feb. 3, 2026.

On August 7, 2026, the Code Enforcement Department received an application for lien reduction from Radhe Delgado with Main Street Renewal, a representative of BAF Assets 6 LLC. The application is presented in accordance with Titusville Code Section 31-71 for the Special Magistrate consideration. Respondent is requesting a settlement total of $5,000.00; a lien reduction in the amount of $42,200.00.

At the July 13, 2026, meeting, Special Magistrate Ryan Fong heard the request for reduction, and the owner or a representative were not present at the time of their hearing. After reviewing the request, Special Magistrate Fong recommended denying the reduction of the fine amount to $42,200.

Alternatives:

1. Approve modified amount.
2. Do not approve the lien request.

Item Budgeted:

N/A

Source/Use of Funds/Budget Book Page:

N/A

Strategic Plan:
Goal 1: Quality of Life

Strategic Plan Impact:

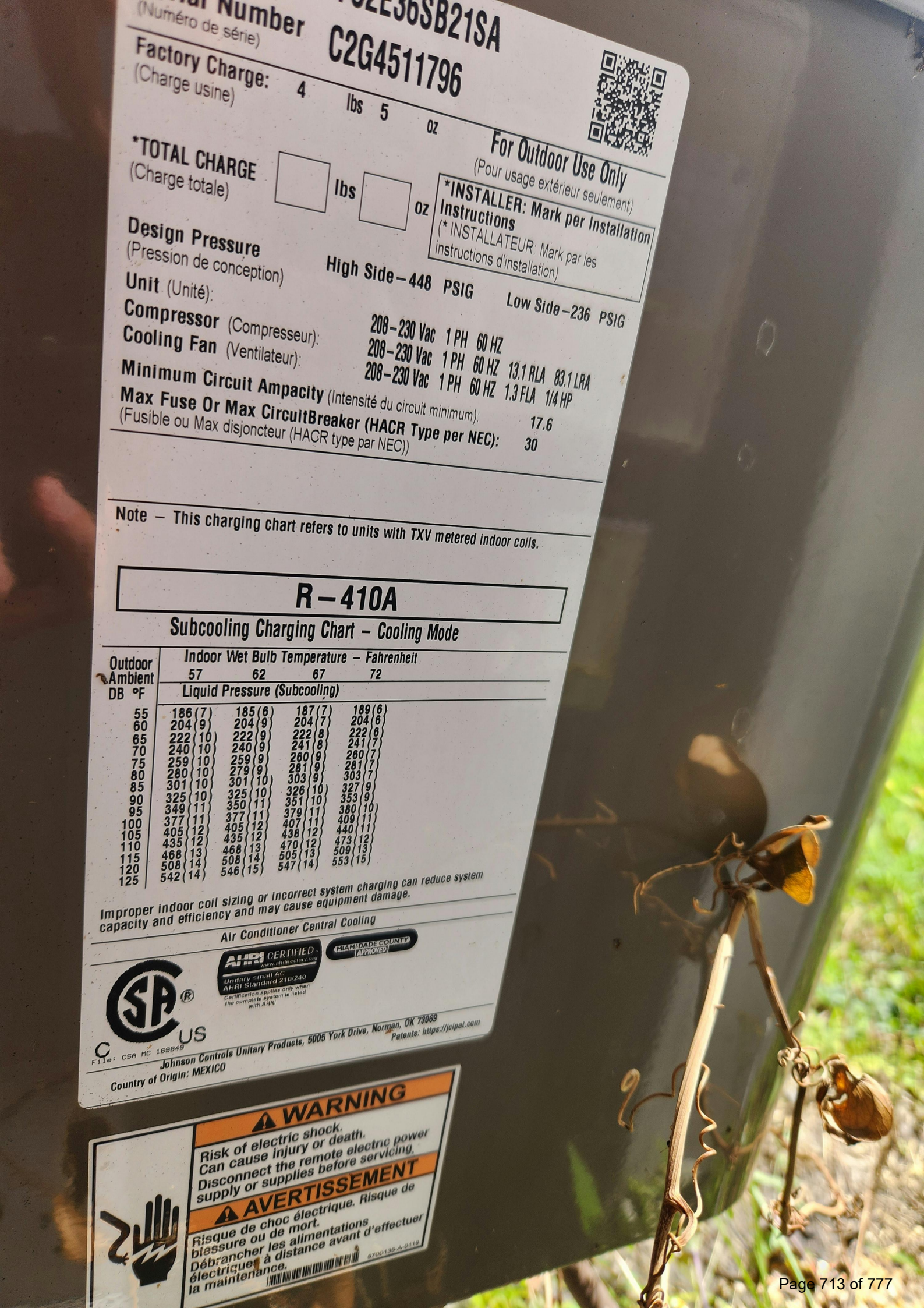
ATTACHMENTS:
1. Sec. 304.6 Exterior Walls – Compliance as of June 3, 2026
2. Sec. 304 Roof and Drainage – In Compliance March 6, 2026. (1)
3. Sec. 304 Roof and Drainage – In Compliance March 6, 2026.
4. Sec. 506.2 Sanitary Drainage System Maintenance – Compliance as of July 7 2026
5. Sec. 603.1 Mechanical Appliances – Compliance as of June 3, 2026 (1)
6. Sec. 603.1 Mechanical Appliances – Compliance as of June 3, 2026
7. Sec. 605.1 Electrical Equipment – In Compliance March 6, 2026 (1)
8. Section 6-56 - Permit Required, Compliance as of April 28 2026.
9. 1235 THOREAU ST LIEN REDUCTION EXHIBITS
10. 1235 Thoreau St_ ResMechanical Permit 26-1382_PASSED Final
11. COT lien reduction application form
12. Sec, 304.13 – Windows, doors and frames – Compliance as of July 7, 2026 (1)
13. Sec, 304.13 – Windows, doors and frames – Compliance as of July 7, 2026


Photo by MW
July 07, 2026 11:21 AM


Photo by MW
March 06, 2026 1:53 PM


Photo by MW
March 06, 2026 1:52 PM


Photo by MW
July 07, 2026 11:20 AM



(Numéro de série) C2G4511796

Factory Charge: 4 lbs 5 oz
(Charge usine)

*TOTAL CHARGE (Charge totale) ____ lbs ____ oz

For Outdoor Use Only
(Pour usage extérieur seulement)

*INSTALLER: Mark per Installation Instructions
(* INSTALLATEUR: Mark par les instructions d'installation)

Design Pressure (Pression de conception) High Side – 448 PSIG Low Side – 236 PSIG

Unit (Unité):

Compressor (Compresseur): 208–230 Vac 1 PH 60 HZ

Cooling Fan (Ventilateur): 208–230 Vac 1 PH 60 HZ 13.1 RLA 83.1 LRA

208–230 Vac 1 PH 60 HZ 1.3 FLA 1/4 HP

Minimum Circuit Ampacity (Intensité du circuit minimum): 17.6

Max Fuse Or Max CircuitBreaker (HACR Type per NEC): 30
(Fusible ou Max disjoncteur (HACR type par NEC))

Note – This charging chart refers to units with TXV metered indoor coils.

R–410A

Subcooling Charging Chart – Cooling Mode

Outdoor Ambient DB °F	Indoor Wet Bulb Temperature – Fahrenheit 57	62	67	72
	Liquid Pressure (Subcooling)			
55	186 (7)	185 (6)	187 (7)	189 (6)
60	204 (9)	204 (9)	204 (7)	204 (6)
65	222 (10)	222 (9)	222 (8)	222 (6)
70	240 (10)	240 (9)	241 (8)	241 (7)
75	259 (10)	259 (9)	260 (9)	260 (7)
80	280 (10)	279 (9)	281 (9)	281 (7)
85	301 (10)	301 (10)	303 (9)	303 (7)
90	325 (10)	325 (10)	326 (10)	327 (9)
95	349 (11)	350 (11)	351 (10)	353 (9)
100	377 (11)	377 (11)	379 (11)	380 (10)
105	405 (12)	405 (12)	407 (11)	409 (11)
110	435 (12)	435 (12)	438 (12)	440 (11)
115	468 (13)	468 (13)	470 (12)	473 (12)
120	508 (14)	508 (14)	505 (13)	509 (13)
125	542 (14)	546 (15)	547 (14)	553 (15)

Improper indoor coil sizing or incorrect system charging can reduce system capacity and efficiency and may cause equipment damage.

Air Conditioner Central Cooling

AHRI CERTIFIED www.ahridirectory.org Unitary small AC AHRI Standard 210/240 Certification applies only when the complete system is listed with AHRI

MIAMI-DADE COUNTY APPROVED

CSA US File: CSA MC 169849

Johnson Controls Unitary Products, 5005 York Drive, Norman, OK 73069

Patents: https://jcipat.com

Country of Origin: MEXICO

⚠ WARNING

Risk of electric shock.
Can cause injury or death.
Disconnect the remote electric power supply or supplies before servicing.

⚠ AVERTISSEMENT

Risque de choc électrique.
Peut causer blessure ou de mort.
Débrancher les alimentations électriques à distance avant d'effectuer la maintenance.

9700135-A-0119


08-12-24
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AC & APPLIANCE REPAIR
Leave the Fuss to US!
954-771-3333
Connect@FussFreeAC.com
www.FussFreeAC.com
Licensed & Insured CMC1250879
YORK
3 TON


Photo by MW
March 06, 2026 1:54 PM


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YORK
3 Ton
60 Amps breaker
8kw
Filter
17.5 x 23.5 x 1

CITY OF TITUSVILLE CODE ENFORCEMENT

LIEN REDUCTION APPLICATION

Name & Address of Owner BAF ASSETS 6 LLC - 3903 S Congress Ave #40298 Austin, TX 78704

Telephone Number(s) of Owner 737-279-7413 **Homestead?** _____ yes __X__ no *If yes,* submit proof of residency at homestead address.

Code Enforcement Property Address 1235 THOREAU, TITUSVILLE, FL 32780 **Date of Compliance** 07/07/2026

Amount of lien reduction requested $ 5,000.00 *All administrative costs, and any costs of enforcement, repair or to secure a structure that are incurred by the City shall not be reduced or waived.*

Pursuant to Titusville Code Sec. 31-71 (g): If there are no other outstanding monies owed to the City, and if the Code Enforcement Department confirms that the subject code violation(s) has been brought into compliance and there are no current code violations on the property, the application shall be placed on the agenda for the Special Magistrate's consideration. The Special Magistrate shall consider a reduction of the lien amount based upon the factors below and make a recommendation for Council's approval:

(a) The gravity of the violation;
(b) The actions taken by the Applicant to correct the violations and the time in which it took to bring the property into compliance;
(c) The accrued amount of the code enforcement fine or lien compared to the market value of the property;
(d) Any previous or subsequent code violations committed by the Applicant;
(e) The Applicant's prior knowledge of the lien;
(f) Any financial hardship;
(g) Whether the property has a homestead exemption; and
(h) Any other mitigating circumstances which may warrant the reduction of the lien.

Describe the factual basis upon which the reduction of the lien should be granted. Please include an explanation regarding why the violation was not corrected upon issuance of the initial Notice of Violation (include additional sheets and documentation as necessary).

Please see letter with explanation attached.

Owners Signature Radhe Delgado **Date of Application** 08/07/2026

STATE OF TEXAS
COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☑online notarization, this 07 day of August, 2026, by Radhe Delgado, who is/are personally known to me or who has/have produced _____ as identification.

WITNESS my hand and official seal in the county and state aforesaid



Stacey L. Cole
Notary Public (print or stamp name)
My commission expires:

Please submit this completed application form to the Code Enforcement Department by email to: codeenforcement@titusville.com or you may hand-deliver or mail the completed application form to: Titusville Police Department, c/o Code Enforcement Department, 1100 John Glenn Blvd, Titusville, FL 32780.

MAINSTREET RENEWAL

08/07/2026

City of Titusville
Code Enforcement Division
1100 John Glenn Blvd
Titusville, FL 32780

RE: Lien Reduction Request – 1235 THOREAU, TITUSVILLE, FL 32780

Dear Code Enforcement Division,

Main Street Renewal ("MSR"), as property manager and agent for BAF Assets 6, LLC, owner of the property located at 1235 THOREAU, TITUSVILLE, FL 32780, submits this request for a lien reduction for the unpaid daily code enforcement fines associated with the Property.

Upon review of the fines levied against the property, MSR has identified the reasons below that may warrant consideration for a reduction in the outstanding amount. On behalf of the property owner, MSR respectfully requests your consideration of a lien reduction based on the following points:

Explanation of circumstances:

The code enforcement violations originated during a period when the property was occupied by a tenant who had resided at home for two years. During the tenancy, property conditions are largely monitored by the resident, and maintenance concerns requiring attention should be reported to our Property Maintenance Department so corrective action can be taken. However, based on our records, no maintenance requests were submitted regarding the conditions that ultimately resulted in the cited violations, preventing us from becoming aware of the issues and addressing them before the notice was issued.

Although the notice of violation was issued on October 3, it was not received by our Compliance Department until October 13 due to delays associated with mailing, scanning, and internal processing procedures. By the time the notice was received, the property had already become vacant and had been transferred to our Renovations Department for turnover repairs and preparation for a future resident. Upon receipt of the notice, we immediately forwarded the violations to the appropriate team; however, due to an internal communication breakdown, our renovations specialist mistakenly understood that the only violation requiring attention was related to the air conditioning system. As a result, we were advised that the property had been brought into compliance when, in fact, several violations and permit requirements remained outstanding. Because we believed all issues had been addressed and the property was vacant, we contacted the Code Officer in good faith to report that the violations had been corrected. In response, the officer requested a reinspection to verify compliance. Unfortunately, the inspection process was delayed by scheduling challenges, property access requirements, management personnel being located out of state, holiday interruptions, and the later discovery that some repairs

reported as completed had not actually been fully performed. These circumstances, along with vendor misunderstandings and delays in obtaining the required A/C permit, extended the time needed to achieve full compliance despite our continued efforts.

In January 2026, upon identifying the outstanding items, we immediately engaged vendors to perform the necessary repairs. They were reported as completed on March 3, leaving only the required A/C permit outstanding. We promptly pursued the permit process and sought to schedule inspections prior to the hearing in an effort to demonstrate compliance and request additional time for permit completion if necessary.

After a few weeks of work, our Maintenance Manager, personally inspected the property, and coordinated with contractors, for the completion of all remaining repairs. After completion photos were submitted, an inspection conducted on June 3 identified a small number of remaining plumbing-related issues. A new vendor was assigned immediately, submitted a proposal on June 29, and confirmed completion of the repairs on July 7. Following the final inspection, the City confirmed that all violations had been corrected and that the property was in compliance, at which point fines ceased accruing.

Throughout the compliance process, MSR invested more than $5,000 in repairs, contractor services, permit-related work, inspections, and corrective measures necessary to bring the property into full compliance.

Despite admitted internal communication failures, MSR has acted in good faith and remains committed to resolving code violations when they arise. In this instance, MSR maintained communication with Code Enforcement staff, coordinated property access for inspections, approved and funded all necessary repairs, pursued the required permit documentation, and repeatedly engaged vendors to address outstanding deficiencies. When it became apparent that previously reported repairs were incomplete or had not been performed correctly, we took additional steps to retain new contractors, escalate the matter internally, and ensure the work was completed properly. While the compliance process ultimately took longer than anticipated, the delays were the result of communication breakdowns, contractor errors, permit-related complications, scheduling challenges, and access limitations rather than any intentional disregard of municipal requirements. At every stage, we continued working toward compliance until all violations were fully resolved.

Based on the circumstances outlined above, the substantial efforts undertaken to correct all violations, the significant financial investment made to achieve compliance, and our continuous good-faith efforts throughout this matter, we respectfully propose a settlement of $5,000 in full satisfaction of the outstanding lien and accrued fines. We believe this proposed settlement fairly reflects both the City's enforcement efforts and MSR's extensive actions to correct the violations, obtain compliance, and prevent further issues at the property.

MAINSTREET
RENEWAL

We respectfully request the City's consideration of this proposal and appreciate the opportunity to present these circumstances for review. We look forward to working cooperatively toward a mutually agreeable resolution to this matter.

Commitment to Compliance:

MSR and BAF Assets 6, LLC are committed to maintaining compliance with municipal regulations, rules and covenants and to promptly address any notices of violations.

We understand the importance of upholding community standards and fulfilling our obligations as property owners within your jurisdiction. Our goal is to work collaboratively with City of Titusville to resolve this matter amicably and ensure the continued well-being of the property and its surrounding community.

Please let us know if you require any additional information or documentation to support our request. We are open to discussing this matter further and are committed to reaching a mutually beneficial resolution.

Thank you for your attention to this matter.

Sincerely,

Main Street Renewal.

Radhe Delgado
E: radelgado@msrenewal.com
O: 737-279-7413

Radhe Delgado

CITY OF TITUSVILLE, FLORIDA
CODE ENFORCEMENT SPECIAL MAGISTRATE

CITY OF TITUSVILLE, FL Petitioner, v. **BAF ASSESTS 6 LLC** Mailing address: 5001 Plaza on the Lake, Ste. 200 Austin, TX 78746 c/o Corporation Service Company, Registered Agent 1201 Hays Street Tallahassee, FL 32301-2525 Respondent.	CASE NO: 26-03 Subject Property: 1235 Thoreau Street Titusville, FL 32780 Tax Parcel ID#: 22-35-21-88-*-36

ORDER IMPOSING FINE AND LIEN

This case came on for a non-compliance hearing before the Code Enforcement Special Magistrate of the City of Titusville, Florida, on **March 9, 2026**. Based on the evidence and testimony presented, the Special Magistrate finds and orders:

1. Respondent is the owner of the Subject Property. Respondent was provided notice of this hearing, and did not appear at the hearing.

2. The Magistrate previously found Respondent to be in violation of City Codes Section 6-56 – Building Permit Required; Section 6-109, 2018 IPMC Subsection 304.13 – Window, Skylights, Door Frames; Section 6-109, 2018 IPMC Subsection 304.6 – Exterior Walls; Section 6-109, 2018 IPMC Subsection 506.2 – Sanitary Drainage System Maintenance; Section 6-109, 2018 IPMC Subsection 603.1 – Mechanical Appliances, and ordered compliance by **March 6, 2026**, or a fine in the amount of **$100.00** per day, per violation would be imposed.

3. Code Enforcement Mae Wright testified the property **remains** in violation as of the date of this hearing.

4. The following exhibits were entered into evidence on behalf of the City and are incorporated into this Order:

a) Affidavit of Mailing
b) Notice of Code Enforcement Special Magistrate Hearing
c) Findings of Fact, Conclusions of Law and Order entered on January 15, 2026
d) City's Cost Recovery Statement in amount of **$153.89**
e) City's PowerPoint Presentation

5. The testimony and evidence presented, which is incorporated into this Order, show the cited violation **remains** on the property. A fine is imposed in the amount of **$100.00** per day, per violation commencing **March 7, 2026**, and continuing daily until the violations are corrected to the written satisfaction of the Code Enforcement Officer. Respondent must contact the City of Titusville Code Enforcement Department at **(321) 567-3770** to request an inspection to verify compliance.

6. A certified copy of this Order may be recorded in the public records and shall constitute a lien against the subject property and any other real or personal property owned by Respondent.

DONE AND ORDERED this 13th day of March, 2026.

CITY OF TITUSVILLE, FLORIDA
CODE ENFORCEMENT

Special Magistrate
Don H. Nguyen, Esq.

Certificate of Mailing

I hereby certify that a true and correct copy of the foregoing has been mailed to the Respondent(s) at the mailing address(es) listed above by regular mail and certified mail this 17 day of March, 2026.

Secretary Special Magistrate

Daily Fine Total

07/14/2026

1235 THOREAU STREET

CASE NUMBER	FINE	CREDITS	TOTAL
EN26-0062	COMPLETED DAILY FINES $100.00/PER DAY FOR SEC 6-56 BUILDING PERMIT REQUIRED		$5,200.00
EN26-0062	COMPLETED DAILY FINES $100.00/PER DAY FOR SEC 603.1 MECHANICAL APPLIANCES		$8,800.00
EN26-0062	COMPLETED DAILY FINES $100.00/PER DAY FOR SEC 304.6 EXTERIOR WALLS		$8,800.00
EN26-0062	COMPLETED DAILY FINES $100.00/PER DAY FOR SEC 304.13 WINDOWS, SKYLIGHTS, DOOR FRAMES		$12,200.00
EN26-0062	COMPLETED DAILY FINES $100.00/PER DAY FOR SEC 506.2 SANITARY DRAINAGE SYSTEM		$12,200.00
			$47,200.00

CODE ENFORCEMENT

PROMOTING TEAMWORK WITHIN Our COMMUNITY

1100 John Glenn Blvd. • Titusville, FL 32780 • PH 321-567-3770

INVOICE

Invoice For Enforcement: EN26-0062

Print Date: 07/06/2026

Pay by Account In Full

Pay by Account In Full

$ 47,200.00

BILL TO:
BAF ASSETS 6 LLC
5001 PLAZA ON THE LK STE 200
AUSTIN TX 78746

	Invoice No	Invoice Date	CO Number	Address	Amount Due
	81433260	02/03/26	EN26-0062	1235 THOREAU ST	$ 0.00

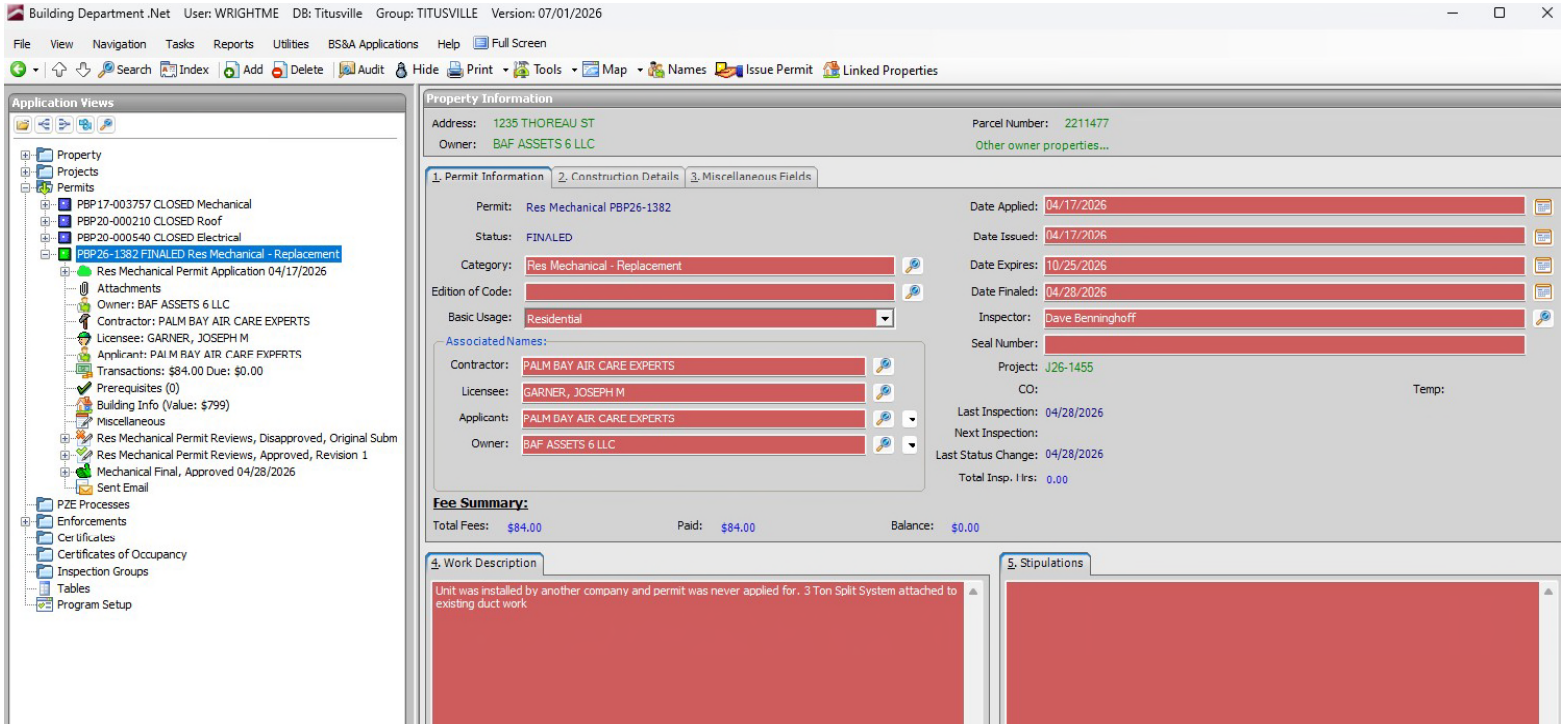
Fee Details:	Quantity	Description	Amount Cost	Balance
	153.890	Admin Fees	$153.89	$ 0.00

	Invoice No	Invoice Date	CO Number	Address	Amount Due
	81433988	03/16/26	EN26-0062	1235 THOREAU ST	$ 47,200.00

Fee Details:	Quantity	Description	Amount Cost	Balance
	5200.000	Daily Fines - Completed - SEC 6-56	$5200.00	$ 5,200.00
	8800.000	Daily Fines - Completed - SEC 603.1	$8800.00	$ 8,800.00
	8800.000	Daily Fines - Completed - SEC 304.6	$8800.00	$ 8,800.00
	12200.000	Daily Fines - Completed - SEC 304.13	$12200.00	$ 12,200.00
	12200.000	Daily Fines - Completed - SEC 506.2	$12200.00	$ 12,200.00
Total Amount Due				$ 47,200.00

Please remit payment to the City of Titusville Code Enforcement Division, 1100 JOHN GLENN BLVD, TITUSVILLE, FL 32780 ATTN: CODE ENFORCEMENT within thirty (30) days from the date of this letter. Make checks payable to: CITY OF TITUSVILLE. Please be sure to include your Case Number in the memo section of your check.

Should you have any questions, please feel free to contact us at (321) 567 - 3770
Failure to pay the charges by the above due date shall result in further legal action to collect any outstanding balance. Unpaid balances may result in a lien being placed on the described property.


Building Department .Net User: WRIGHTME DB: Titusville Group: TITUSVILLE Version: 07/01/2026
File View Navigation Tasks Reports Utilities BS&A Applications Help Full Screen
Search Index Add Delete Audit Hide Print Tools Map Names Issue Permit Linked Properties
Application Views
Property
Projects
Permits
PBP17-003757 CLOSED Mechanical
PBP20-000210 CLOSED Roof
PBP20-000540 CLOSED Electrical
PBP26-1382 FINALED Res Mechanical - Replacement
Res Mechanical Permit Application 04/17/2026
Attachments
Owner: BAF ASSETS 6 LLC
Contractor: PALM BAY AIR CARE EXPERTS
Licensee: GARNER, JOSEPH M
Transactions: $84.00 Due: $0.00
Prerequisites (0)
Building Info (Value: $799)
Miscellaneous
Res Mechanical Permit Reviews, Disapproved, Original Subm
Res Mechanical Permit Reviews, Approved, Revision 1
Mechanical Final, Approved 04/28/2026
Sent Email
PZE Processes
Enforcements
Certificates of Occupancy
Inspection Groups
Tables
Program Setup
Property Information
Address: 1235 THOREAU ST
Parcel Number: 2211477
Owner: BAF ASSETS 6 LLC
Other owner properties...
1. Permit Information
2. Construction Details
3. Miscellaneous Fields
Permit: Res Mechanical PBP26-1382
Status: FINALED
Category: Res Mechanical - Replacement
Edition of Code:
Basic Usage: Residential
Associated Names:
Contractor: PALM BAY AIR CARE EXPERTS
Licensee: GARNER, JOSEPH M
Applicant: PALM BAY AIR CARE EXPERTS
Owner: BAF ASSETS 6 LLC
Date Applied: 04/17/2026
Date Issued: 04/17/2026
Date Expires: 10/25/2026
Date Finaled: 04/28/2026
Inspector: Dave Benninghoff
Seal Number:
Project: J26-1455
CO:
Temp:
Last Inspection: 04/28/2026
Next Inspection:
Last Status Change: 04/28/2026
Total Insp. Hrs: 0.00
Fee Summary:
Total Fees: $84.00
Paid: $84.00
Balance: $0.00
4. Work Description
Unit was installed by another company and permit was never applied for. 3 Ton Split System attached to existing duct work
5. Stipulations

CITY OF TITUSVILLE CODE ENFORCEMENT

LIEN REDUCTION APPLICATION

Name & Address of Owner BAF ASSETS 6 LLC - 3903 S Congress Ave #40298 Austin, TX 78704

Telephone Number(s) of Owner 737-279-7413 **Homestead?** _____ yes X no *If yes,* submit proof of residency at homestead address.

Code Enforcement Property Address 1235 THOREAU, TITUSVILLE, FL 32780 **Date of Compliance** 07/07/2026

Amount of lien reduction requested $ 5,000.00 *All administrative costs, and any costs of enforcement, repair or to secure a structure that are incurred by the City shall not be reduced or waived.*

Pursuant to Titusville Code Sec. 31-71 (g): If there are no other outstanding monies owed to the City, and if the Code Enforcement Department confirms that the subject code violation(s) has been brought into compliance and there are no current code violations on the property, the application shall be placed on the agenda for the Special Magistrate's consideration. The Special Magistrate shall consider a reduction of the lien amount based upon the factors below and make a recommendation for Council's approval:

(a) The gravity of the violation;
(b) The actions taken by the Applicant to correct the violations and the time in which it took to bring the property into compliance;
(c) The accrued amount of the code enforcement fine or lien compared to the market value of the property;
(d) Any previous or subsequent code violations committed by the Applicant;
(e) The Applicant's prior knowledge of the lien;
(f) Any financial hardship;
(g) Whether the property has a homestead exemption; and
(h) Any other mitigating circumstances which may warrant the reduction of the lien.

Describe the factual basis upon which the reduction of the lien should be granted. Please include an explanation regarding why the violation was not corrected upon issuance of the initial Notice of Violation (include additional sheets and documentation as necessary).

Please see letter with explanation attached.

Owners Signature Radhe Delgado **Date of Application** 08/07/2026

STATE OF TEXAS
COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me by means of □physical presence or ☑online notarization, this 07 day of August, 2026, by Radhe Delgado, who is/are personally known to me or who has/have produced _____ as identification.

WITNESS my hand and official seal in the county and state aforesaid

STACEY L COLE
Notary ID #2232079
My Commission Expires
December 5, 2026

Stacey L. Cole
Notary Public (print or stamp name)
My commission expires:

Please submit this completed application form to the Code Enforcement Department by email to: codeenforcement@titusville.com or you may hand-deliver or mail the completed application form to: Titusville Police Department, c/o Code Enforcement Department, 1100 John Glenn Blvd, Titusville, FL 32780.


Photo by MW
July 07, 2026 11:21 AM



Photo by MW
June 03, 2026 10:06 AM

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Code Enforcement Lien Reduction Request for 5480 Wendy Lee Drive**

Department/Office: Code Enforcement

Recommended Action:

Approve the Special Magistrate's recommendation for a code enforcement lien reduction to the amount of $5,000 plus $163.75 in City cost for a total of $5,163.75 and payable to the City of Titusville within 90 days. This action is for the property located at 5480 Wendy Lee Drive. The Magistrate has based his findings on the requirements of City Code Section 31-71(g).

Summary Explanation & Background:

This case was originally heard on July 14, 2025. The Respondent, SARAH & KHADIJAH INVESTMENTS LLC and Registered agent Sammie Sayard did not attend the meeting. Pat Fay of BPI Homes was present and presented testimony for the respondents.

The Special Magistrate found Respondent(s) to be in violation of Sections 30-39 and 30-83. A fine was imposed in the amount of $5000.00 per violation as the violations were Irreversible / Irreparable in nature. Administrative costs were imposed in the amount of 163.75.

On April 6, 2026, the Code Enforcement Department received an application for a lien reduction from Sarah and Khadijah Investments LLC, The application is presented in accordance with Titusville Code of Ordinances Section 31-71 for the Special Magistrates' consideration.

At the August 10, 2026 meeting, Special Magistrate Don Nguyen heard the request for reduction and the owner was present at the hearing. After reviewing the request, Special Magistrate Nguyen recommended a reduction in the fine amount of $5,000 plus the City cost of $163.75.

Alternatives:

1. Approve modified amount.
2. Do not approve.

Item Budgeted:
N/A

Source/Use of Funds/Budget Book Page:
N/A

Strategic Plan:
Goal 1: Quality of Life

Strategic Plan Impact:

ATTACHMENTS:
1. Special Magistrate order finding of violations
2. Respondent Lien request
3. Special Magistrate Reduction recommended Order
4. Daily Fine total
5. Picture1 Before
6. Wendy Lee Tree Survey
7. Property overview
8. Picture 2 After

CITY OF TITUSVILLE, FLORIDA
CODE ENFORCEMENT SPECIAL MAGISTRATE

CITY OF TITUSVILLE, FL Petitioner, v. **SARAH & KHADIJAH INVESTMENTS, LLC** Mailing address: 12707 Oulton Cir. Orlando, FL 32832 Respondent.	CASE NO: 25-120 Subject Property: 5480 Wendy Lee Drive Titusville, FL 32780 Tax Parcel ID#: 22-35-34-00-260 CFN 2025168815, OR BK 10413 PAGE 1371, Recorded 08/21/2025 at 10:04 AM, Rachel M. Sadoff, Clerk of Courts, Brevard County # Pgs:2

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

This case came on for an initial hearing before the Code Enforcement Special Magistrate of the City of Titusville, Florida, on July 14, 2025. Based on the evidence and testimony presented, the Special Magistrate finds and orders:

Findings of Fact

1. Respondent is the owner of the Subject Property. Respondent was provided notice of this hearing and did not appear at the hearing.

2. Code Enforcement Officer Mae Wright testified that the property was inspected and found to be in violation of the following City Codes:

   a. Section 30-39: Tree Removal, Permit Required
   b. Section 30-83: Prohibition: Clearing, Storage of Materials and Equipment

A notice of violation was issued following the occurrence of the violation. Due to the irreparable nature of the violation, corrective action was not possible.

3. In addition to the evidence and testimony presented, the following exhibits on behalf of the City were entered into evidence:

   Ex. 1: City's Affidavit of Mailing/Posting Notice of Hearing;
   Ex. 2: City's Affidavit of Mailing/Posting Notice of Violation;
   Ex. 3: City's Cost Recovery Statement in the amount of $163.75.

4. The evidence establishes that a violation of the above-stated code provisions occurred.

Conclusions of Law

5. Proper notice of the violation and notice of hearings were provided to Respondent(s).

TITUSVILLE CITY-CODE ENFORCEMENT
PO BOX 2806
ATTN: GLENN TOLLESON
TITUSVILLE, FL 32781

HC

6. Based on the evidence and testimony provided, the Special Magistrate finds that the subject property is in violation of:

a. Section 30-39: Tree Removal, Permit Required
b. Section 30-83: Prohibition: Clearing, Storage of Materials and Equipment

7. The City is entitled to recover its costs incurred in prosecuting the case, pursuant to Section 162.07(2), Florida Statutes.

Order

Based upon the Findings of Fact and Conclusions of Law, it is hereby **ORDERED**:

1. Due to the irreversible and/or irreparable nature of the violations, a fine is imposed in the amount of $5,000.00 per violation, for a total of $10,000.00.

2. In setting the proposed fine, the following are considered: (i) the gravity of the violations; (ii) any actions taken by Respondent(s) to correct the violations; amd (iii) any previous code violations.

3. In addition to the fine, the City's costs of prosecution are imposed in the amount of $163.75, payable to the "City of Titusville" and delivered to the Office of the City Attorney, 555 South Washington Avenue, Titusville, Florida.

4. If the violation is corrected, Respondent(s) must contact the City of Titusville Code Enforcement Department at (321)567-3770 to request an inspection to verify compliance.

DONE AND ORDERED this 18th day of July, 2025.

CITY OF TITUSVILLE, FLORIDA
CODE ENFORCEMENT

Special Magistrate
Don H. Nguyen, Esq.

Certificate of Mailing

I hereby certify that a true and correct copy of the foregoing has been mailed to the Respondent(s) at the mailing address(es) listed above by regular mail and certified mail this 22 day of July, 2025.

Secretary Special Magistrate

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
CITY CLERK'S OFFICE
CITY OF TITUSVILLE, FLORIDA
DATE 8/21/25
SIGNATURE E. Campbell

TITUSVILLE, FLORIDA FOUNDED 1867

CITY OF TITUSVILLE CODE ENFORCEMENT

LIEN REDUCTION APPLICATION

Name & Address of Owner SARAH & KHADIJAH INVESTMENTS LLC

Telephone Number(s) of Owner 443-838-2771 **Homestead?** ____ yes ✓ no *If yes,* submit proof of residency at homestead address.

Code Enforcement Property Address 5480 WENDY LEE DR. **Date of Compliance** WORKING ON COMPLIANCE

Amount of lien reduction requested $ 5000 *All administrative costs, and any costs of enforcement, repair or to secure a structure that are incurred by the City shall not be reduced or waived.*

Pursuant to Titusville Code Sec. 31-71 (g): If there are no other outstanding monies owed to the City, and if the Code Enforcement Department confirms that the subject code violation(s) has been brought into compliance and there are no current code violations on the property, the application shall be placed on the agenda for the Special Magistrate's consideration. The Special Magistrate shall consider a reduction of the lien amount based upon the factors below and make a recommendation for Council's approval:

(a) The gravity of the violation;
(b) The actions taken by the Applicant to correct the violations and the time in which it took to bring the property into compliance;
(c) The accrued amount of the code enforcement fine or lien compared to the market value of the property;
(d) Any previous or subsequent code violations committed by the Applicant;
(e) The Applicant's prior knowledge of the lien;
(f) Any financial hardship;
(g) Whether the property has a homestead exemption; and
(h) Any other mitigating circumstances which may warrant the reduction of the lien.

Describe the factual basis upon which the reduction of the lien should be granted. Please include an explanation regarding why the violation was not corrected upon issuance of the initial Notice of Violation (include additional sheets and documentation as necessary).

WE HUMBLY REQUEST A REDUCTION IN THE FINE, THE AMOUNT OF THE FINE IS BEYOND OUR FINANCIAL

Owners Signature _____ **Date of Application** 09/20/25

STATE OF FLORIDA
COUNTY OF ~~BREVARD~~ Orange

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 24 day of September, 2025, by Dwessa Ali, who is/are personally known to me or who has/have produced FL DL as identification.

WITNESS my hand and official seal in the county and state aforesaid

NOTARY PUBLIC
NOELIZ MORO
Notary Public, State of Florida
Commission# HH 398897
My comm. expires May 16, 2027

Noeliz Moro
Notary Public (print or stamp name)
My commission expires:

Please submit this completed application form to the Code Enforcement Department by email to: codenforcement@titusville.com or you may hand-deliver or mail the completed application form to: Titusville Police Department, c/o Code Enforcement Department, 1100 John Glenn Blvd, Titusville, FL 32780.

ABILITY AT THIS TIME, WE SPOKE TO MR JOHN BAGLEY SEVERAL TIMES. MR BAGLEY STATED THAT WE CAN ONLY OBTAIN A TREE REMOVAL PERMIT. WITH A DEVELOPMENT PLAN. WE ARE NOT ABLE TO MOVE FORWARD WITH A DEVELOPMENT PLAN AT THIS TIME. THE PROPERTY HAS BEEN STABILIZED. AND WE ARE ASKING FOR A REDUCTION IN THE FINE PLEASE.

CITY OF TITUSVILLE, FLORIDA
CODE ENFORCEMENT SPECIAL MAGISTRATE

CITY OF TITUSVILLE, FL Petitioner, v. **SARAH & KHADIJAH INVESTMENTS LLC** Mailing address: 12707 Oulton Cir. Orlando, FL 32832 Respondent/Applicant.	Subject Property: 5480 Wendy Lee Drive Titusville, FL 32780 Tax Parcel ID#: 22-35-34-00-260

LIEN REDUCTION RECOMMENDED ORDER

This case came on for hearing before the Special Magistrate of the City of Titusville, Florida, on August 10, 2026, upon an application for lien reduction. Sayard Samie, Registered Agent, appeared and provided testimony. Based on the evidence and testimony presented, the Magistrate finds and orders:

Findings and Conclusions

1. Respondent was previously found in violation of City Code Section 30-39: Tree Removal, Permit Required, and Section 30-83: Prohibition: Clearing, Storage of Materials and Equipment. A fine in the amount of $5,000.00 per violation was imposed on July 14, 2025, as the violations were irreversible/irreparable in nature. The City's administrative costs of prosecution were imposed in the amount of $163.75.

2. A lien was imposed on the property and recorded on August 21, 2025, at Official Records Book 10413, Page 1371, Brevard County Public Records ("Subject Lien").

3. Due to the irreversible/irreparable nature of the violations, the violations are not subject to correction; however, Respondent has taken steps to maintain the Property since the violations occurred.

4. The total amount of code enforcement fines under the Subject Lien is $10,000.00, plus $163.75 in administrative costs.

5. On or about April 6, 2026, Respondent applied for a lien reduction pursuant to City Code § 31-71(g). The Applicant requested a reduction in the lien amount to $2,000.00. The Applicant stated on the Lien Reduction Application that the basis for the reduction request was financial hardship.

6. Pursuant to City Code § 31-71(g)(1), the following criteria must be met and considered upon an application for lien reduction:

a) *The gravity of the violation.* The violations were irreversible/irreparable in nature, involving unpermitted tree removal and the prohibited clearing and storage of materials and equipment on the Property.

b) *The actions taken by the Applicant to correct the violations; the time it took to bring the property into compliance; whether there are any scheduled maintenance plans to avoid future repeat violations.* As the violations were irreversible/irreparable in nature, they were not subject to correction. Respondent has maintained the Property since the violations occurred.

c) *Accrued amount of the code enforcement fine compared to the current market value of the property.* No evidence or testimony comparing the accrued fine amount to the current market value of the Property was presented.

d) *Any previous or subsequent code violations by the Applicant.* No information was presented.

e) *Applicant's prior knowledge of the lien.* No information was presented.

f) *Any financial hardship.* The Applicant presented evidence of financial hardship in support of the reduction request.

g) *Homestead exemption.* No.

h) *Other mitigating circumstances.* None presented.

Recommended Order

Based on the findings above and the requirements of City Code Section 31-71(g), the Magistrate recommends the following:

1. The code lien in the amount of $10,000.00 shall be reduced to $5,000.00.

2. Applicant shall pay the City's administrative costs of $163.75.

After this Recommended Order is entered, the matter will be placed on the City Council agenda for final action. Code Enforcement shall notify the Applicant of the date of the City Council meeting.

DONE AND ORDERED this 12th day of August, 2026.

CITY OF TITUSVILLE, FLORIDA
CODE ENFORCEMENT

Special Magistrate
Don H. Nguyen, Esq.

Certificate of Mailing

I hereby certify that a true and correct copy of the foregoing has been mailed to the Respondent(s) at the mailing address(es) listed above by regular mail and certified mail this 14 day of August, 2026.

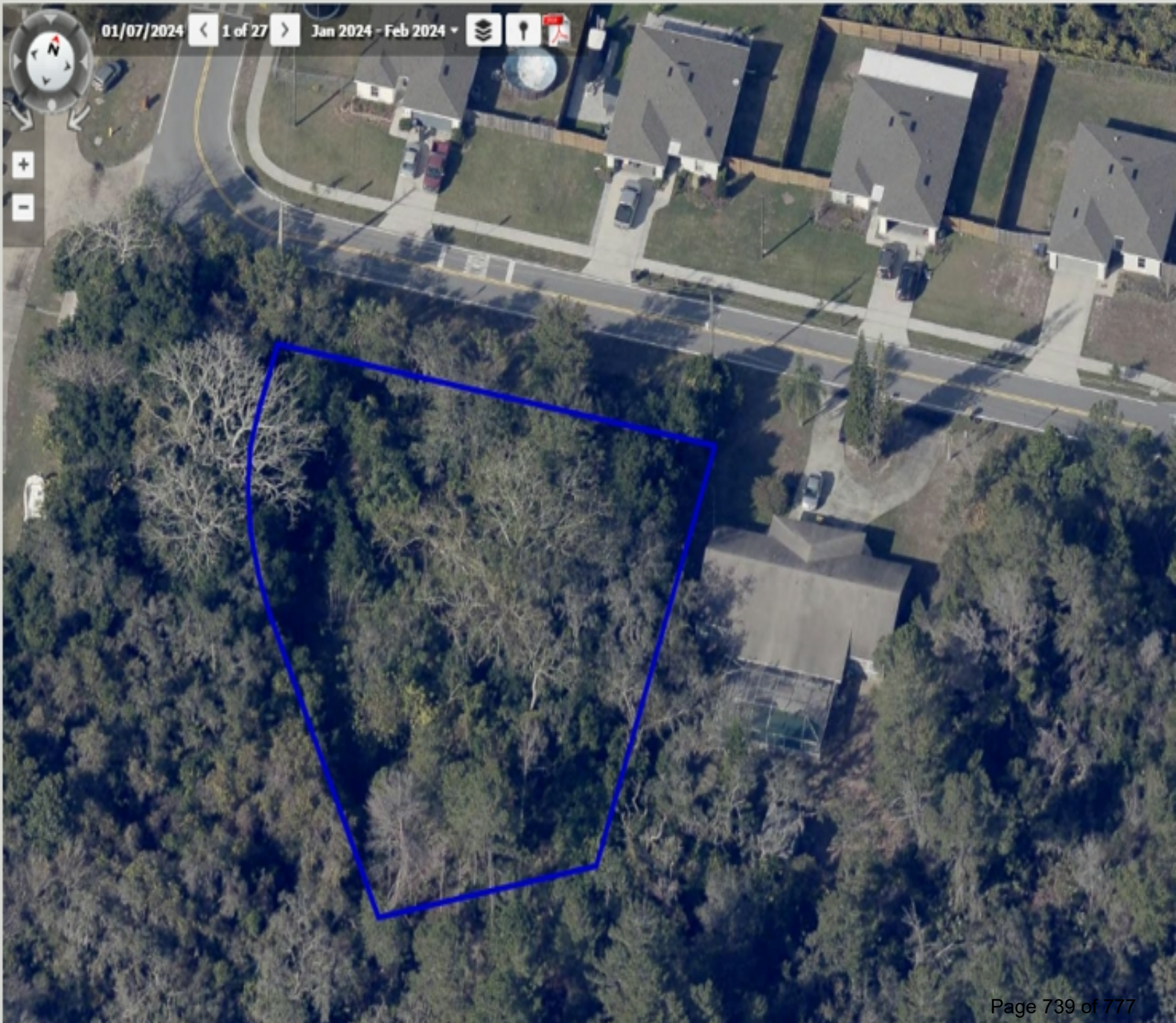
Secretary Special Magistrate

Daily Fine Total

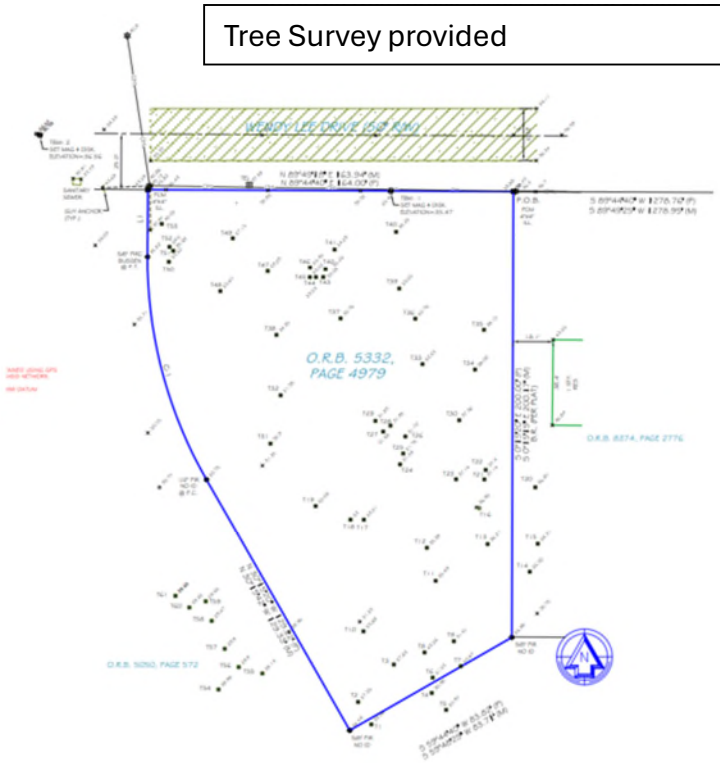
8/10/2026

5480 Wendy Lee Drive

Case Number	Fine	Credits	Total
25-0298	Admin Fee		$163.75
25-0298	One Time Fine $5,000.00 for Sec 30-39 Tree Removal, Permit Required		$5,000.00
25-0298	One Time Fine $5,000.00 for Sec 30-83 Prohibition: Clearing, Storage of Materials and Equipment		$5,000.00
			$10,163.75


01/07/2024
1 of 27
Jan 2024 - Feb 2024

Tree Survey provided



TREE TABLE:

T1=15" PINE	T31=6" OAK
T2=7" PINE	T32=7" OAK
T3=16" PINE	T33=9" OAK
T4=9" PINE	T34=7" OAK
T5=12" PINE	T35=7" OAK
T6=12" PINE	T36=7" OAK
T7=13" PINE	T37=15" OAK
T8=6" PINE	T38=8" OAK
T9=9" PINE	T39=19" OAK
T10=8" PINE	T40=11" OAK
T11=10" PINE	T41=18" OAK
T12=9" OAK	T42=9" OAK
T13=9" OAK	T43=7" OAK
T14=13" OAK	T44=11" OAK
T15=16" OAK	T45=6" PINE
T16=12" OAK	T46=7" OAK
T17=14" PINE	T47=9" OAK
T18=12" OAK	T48=8" OAK
T19=14" OAK	T49=24" PALM
T20=7" OAK	T50=6" OAK
T21=20" OAK	T51=8" OAK
T22=11" PALM	T52=12" OAK
T23=20" OAK	T53=14" PINE
T24=17" OAK	T54=7" OAK
T25=24" OAK	T55=9" OAK
T26=28" OAK	T56=10" OAK
T27=13" OAK	T57=12" OAK
T28=12" OAK	T58=10" OAK
T29=13" OAK	T59=8" OAK
T30=15" OAK	T60=6" OAK
	T61=11" OAK




Photo by MW
March 21, 2025 2:23 PM

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 10 Novt 26_
2. Quarter 4 Accomplishments FY26

MEMORANDUM

November 10, 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 November 10, 2026:

A. ACTION ITEMS

None to Report

B. INFORMATION ITEMS

1. FY 26 4th Quarter Strategic Plan Accomplishments

. Attached are staff's 4th quarter FY 26 strategic plan accomplishments for your review.

Special Meetings and Events	
Last Regular Meeting of City Council	City Hall November 24, 2026 10:30 am
Swearing in of New Council	City Hall November 24, 2026 11:00 am
Marina/Marina Park Utilization Workshop	City Hall November 24, 2026 5:30 pm – 6:30 pm
Regular City Council Meeting	City Hall November 24, 2026 6:30 pm
CDBG Special Meeting	City Hall December 10, 2026 5:00 pm

Quarter 4 FY26 Accomplishments and Milestones (for Council Report)		
Dept.	Strategic Goal #	Explanation of accomplishment or milestone
CS	2.b	Responded to an average of 1,600 customer calls per month and resolved 100% within 48 hours
CS	1.c	Hired Customer Service Cashier P/T
CS	2.b	Processed 5,394 Online Bank Direct (OBD) payments with no rejects
FIRE	1	Tower truck and Emergency Purchase Engines in service
FIRE	1	1 employee earned National Paramedic Certification; 1 employee passed Solo Process; 4 passed State Driver Operator; 1 obtained FOI; 2 obtained Instructor I; and 11 new hires completed 6-week orientation
FIRE	1	PPE decontamination washer installed; Station 11 clean room updated and reorganized
FIRE	1	5-year master plan (FY27-FY31) completed
HR	3.a	Complete General Employees COLA, IBEW wage adjustments, Open enrollment completed, benefits adjustments withheld from employees' paychecks to pay the employees' share of benefits costs: Medical, Dental, Vision, Life, Searches in progress: 17 Open Jobs including Chief of Police search
IT	2.d	Moved all PD personnel to MFA that aligned with CJIS requirements
IT	5.a	911 Non-Emergency phone lines moved from POTS to VoIP
IT	2.d	Created new space in GIS mapping for Fire to create run maps
IT	2.b	New Cybersecurity training partnership with USF in effect
PW	1.e	Completed the Mourning Dove Filter Project.
PW	2.a	Completed the Gibson St Septic to Sewer project
PW	2.a	Completed clearing and grading of Starlight, Westwood and Justin Ct ditches
TPD	1	TPD sworn members completed mandatory bi-annual training covering CPR, First Aid, Narcan, Autism, and Mental Health
TPD	1	TPD purchased 20 AEDs and supplies using the Opioid Settlement Funds to be placed in patrol vehicles
TPD	1, 3	TPD completed accreditation-related fiscal audits supporting accountability for public safety resources. During September, four Records Section fiscal activity audits covering FY 2026 reporting periods were completed, and the reports were submitted to Chief Wright. The review included every documented transaction, daily BS&A entry, weekly deposit, and monthly total. Cash on hand was verified, and an improvement to operating cash handling was implemented to support daily accountability. The quarterly SIS confidential funds audit was also completed with Sgt. Heineman, and the report was submitted to Chief Wright. These reviews support accreditation requirements and oversight of funds used in department operations.
TPD	1	TPD Communications Center had Total Calls for Service to the Titusville Police Department 3rd Quarter 2026: 22,271 Total Calls for Service to the Titusville Fire Department 3rd Quarter 2026: 2,656 Total Phone Calls Received (911 and Non-Emergency) 3rd Quarter 2026: 24,893 - 911: 6,639 - Non-Emergency: 18,254

Department Key

CLERK	City Clerk	**FIRE**	Fire & Emergency Services
COMR	Community Relations	**HR**	Human Resources
CS	Customer Service	**IT**	Information Technology
DEV	Community Development (including Economic Development, Planning, and Building)	**NS**	Neighborhood Services
DEV/CRA	Community Redevelopment Agency	**P&C**	Purchasing & Contracting
DEV/HPB	Historic Preservation Board	**PW**	Public Works
FIN	Finance	**TPD**	Titusville Police Department

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Andriene Treasure, Esq., City Attorney

Subject: **River Palms Development II, LLC - Request for Relief pursuant to Florida Statute §70.51**

Department/Office: City Attorney's Office

Recommended Action:

For informational purposes only.

Summary Explanation & Background:

This matter came before the City Council on August 25, 2026, at the Applicant's request for approval of a Conditional Use Permit. Based on the City staff report, the evidence presented to the City Council, recommendation by the Planning and Zoning Board and, in accordance with the City Charter of the City of Titusville, the Code of Ordinances & Land Development Regulations of the City of Titusville, the Adopted Comprehensive Plan, and the provisions of Chapters 163 and 166, Florida Statutes, the request was found to be inconsistent with the Comprehensive Plan and therefore, City Council denied Conditional Use Permit No. 6-2025, River Palms II as memorialized in the Final Development Order dated August 25, 2026.

On October 2, 2026, the City Attorney's Office received a Request for Relief, pursuant to F.S. §70.51. Counsel for the owners submitted a Request for Relief on behalf of River Palms Riverfront Development II, LLC, as owners of the property located at South Washington Avenue, between 1805 Riverside Drive, and 2225 S. Washington Avenue, Titusville, FL; also known as parcel ID:22-35-10-AZ-*-6.01 and applicants of the Development Order dated August 25, 2026.

Pursuant to F.S. §70.51, and by request of the property owner, the parties agreed upon Special Magistrate, Charles Roberts Esq., of the Charles Roberts Mediation firm to mediate the matter on December 8, 2026, at 9:00 a.m. The representatives for the City attending mediation will be, Andriene Treasure, Esq., City Attorney; Thomas Abbate, City Manager; David Melito, Esq., Assistant City Attorney and Bradley Parrish, Community Development Director. The cost of the mediation shall be borne equally by both parties, pursuant to F.S. §70.51(28).

If the mediation results in an impasse, the parties will consider a public hearing conducted by the designated Special Magistrate (Mr. Roberts), pursuant to F.S.§70.51, and such hearing will be noticed to and open to the property owners contiguous to the property requesting such notice. These property owners may participate but are not granted party or intervenor status pursuant to the statute.

Alternatives:
For informational purposes only.

Item Budgeted:
To be determined

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. Request for Relief
2. Development Order CUP No. 6-2025_0001
3. Engagement Letter Charles Roberts, Esq. River Palm II

RIVER PALMS RIVERFRONT DEVELOPMENT II, LLC'S REQUEST FOR RELIEF PURSUANT TO § 70.51, FLA. STAT (2026)

River Palms Riverfront Development II, LLC, as the Owner of the Property located at the South Washington Avenue, between 1805 Riverside Drive, Titusville 32780 and 2225 S Washington Ave, Titusville, Florida, 32780, Parcel ID: 22-35-10-AZ-*-6.01 (the "Property"), hereby files this Request for Relief, pursuant to §70.51, Fla. Stat. (2026), from the Development Order rendered September 3, 2026. The Development Order denied the Owner's Conditional Use Permit ("CUP") Application ("CUP#6-2025"). *The Development Order is attached hereto, as* ***Exhibit "A"***.

Pursuant to §70.51(4), Fla. Stat., River Palms Riverfront Development II, LLC (the "Owner") hereby requests that the City of Titusville (the "City") forward this Request for Relief to a mutually agreeable Special Magistrate within the ten (10) day requirement for doing so, subject to an extension of time if needed.

A. Brief Statement of Proposed Use of the Property:

The Owner's proposed use of the Property is Class A office space, with two office buildings as reflected on the Conceptual Site Plan ("CSP") submitted with the CUP Application, *Conceptual Site Plan attached as* ***Exhibit "B"***. The proposed development would include understory parking, with two floors of office space (the "Project"). Because the width of the Property is extremely narrow, the shoreline requires modification, to create a straight boundary line with sufficient uplands on which to build. Along with the alteration of the shoreline, a portion of submerged lands owned entirely by the Owner, would be filled after proper permitting. The CUP was required by Titusville Land Development Regulations, Chapter 29, Art. II, Sec. 29-27: "Any proposed development located within fifty (50) feet of a bulkhead line

or altering the shoreline shall be processed as a conditional use in accordance with Chapter 34, Procedures, Article II, Division 4, Conditional use permits of these regulations." Ostensibly, the entire Project is processed as a conditional use permit under this ambiguous code section. However, the definition of "conditional use" in the City's Land Development Regulations ("LDRs"), Sec. 37-1 is "*A use that would not be appropriate generally or without restriction throughout a zoning district, but which, if controlled as to number, area, location, or relation to the neighborhood would promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity, or the general welfare is permissible.*" As the altering of a shoreline is not actually a "use", and office buildings are governing by the standards of the zoning classification in which the Property is located, it is illogical – and possible a violation of Private Property Rights – that the entire Project must be reviewed under the conditional use factors.

Despite the conundrum, since the Project would necessarily alter the Property's shoreline, and the City would not complete the review the Project's Site Plan without an approved CUP, a Conditional Use Permit Application was submitted. No specific information was required or requested of the Owner. While the review criteria for a conditional use permit is set forth in LDR Sec. 34-76, *attached as* ***Exhibit "C"***, the Owner believed the review factors applied to the alteration of the shoreline while the office use would be reviewed under the Shoreline Mixed-Use ("SMU") zoning district standards. As the Property was used previously for commercial purposes in two separate buildings, the nature of the proposed use is not at issue.

The requested CUP of altering the shoreline would have allowed the Owner to construct the proposed office buildings, after straightening the shoreline and filling in a portion of the submerged lands it owns, while meeting the SMU zoning district standards. Without the CUP

and without altering the shoreline, the Property is unbuildable. The City was aware that the Property was unbuildable, at the Engineer of Record had submitted an analysis of the buildable area, determining that "based upon the current setbacks on the site, the remaining buildable area on this site is too narrow for any practical building construction." *See July 15, 2026, Project Memo, attached as* ***Exhibit "D"***. The Conditional Use Permit is necessary because without it, the Property is unusable for the Project. The denial of the CUP appears to have been a subterfuge for denying the Owner the right to fill its submerged lands. Since the Conditional Use Permit was denied, the land is undevelopable for the proposed use of office space.

B. Summary of the Development Order:

The Development Order prohibits the Owner from developing the Property for with commercial office buildings The Development Order rejected the Owners' request for a Conditional Use Permit "to alter the shoreline". The Development Order also rejected the Owner's request for continuance of the City Council hearing. As stated in the Development Order, the Owner's continuance request was because it needed additional time to collect data and prepare a final report on the "submerged aquatic vegetation along the shoreline." The aquatic vegetation study, a "seagrass study", was necessary to determine if there existed "marine grassbeds and coastal marshes" to protect, per Coastal Management Element Objective 1.2. The denial of the continuance prevented the City from receiving information it deemed necessary.

The Development Order denying the CUP did not contain written findings supporting the municipality's decision, as required by Fla. Stat. § 166.033(2)(b)(4). However, the conclusory denial based upon inconsistencies with the comprehensive plan and LDRs, without any factual support, will be addressed.

1. Policy 1.17.3 of the Future Land Use Element of the City of Titusville's Comprehensive Plan. This Policy states, "(s)ubmerged lands within the Indian River Lagoon shall only be utilized for water related development (i.e., marinas, docks, and boat ramps, etc.). However, this Policy did not anticipate private ownership of submerged lands that would otherwise be a part of the Indian River lagoon. Indeed, the Planning Development Staff Report, *attached hereto as* ***Exhibit "E"***, did not opine that Owner's request to fill in a portion of its submerged lands would be barred by Policy 1.17.3, only that the "it may conflict". Regardless, the CUP request was to alter the shoreline, not to fill in submerged lands. Furthermore, there would be no actual development on the submerged lands, once transformed to uplands, as that area is merely for setback purposes required by the SMU zoning district standards. The Property's shoreline's must be straightened and stabilized, as contemplated and allowed by the City's LDRs, or the Property is unbuildable.

2. Coastal Management Element Objective 1.2 of the City of Titusville's Comprehensive Plan. This Objective aims "to protect the basic functions served by marine grassbeds and coastal marshes to assure the protection of marine species such as the manatee and shellfish." At the May 20, 2026, Planning and Zoning Commission meeting, Owner's representative presented an environmental study that would mitigate the concern raised in the Staff Report. However, a contrary map was also presented at P & Z, causing the Owner to see a more updated and comprehensive seagrass study. Because the City Council denied the continuance request, the Owner was denied the opportunity to provide competent and substantial evidence to the City.

3. Land Development regulation 30-63(e). This LDR, which prohibits structures in the shoreline setback, was cited in the Development Order, without any explanation. The

Conceptual Site Plan does not show any prohibited structures in the shoreline setback, which the Staff Report acknowledges. Again, the City simply wishes to prohibit the filling of the Owner's submerged lands, which is not a proper reason for denial of the CUP sought.

4. Land Development Regulation Section 30-64(e) and (g). These LDRs govern the **permitting** criteria for bulkheads and shoreline stabilization, respectively. LDR 30-64(g)(2) mentions aquatic vegetation, which Owner's Representative opined did not exist at the P&Z hearing. If given the requested continuance, Owner would have been able to complete the new seagrass study to show that the altering of the shoreline would meet the requirements of LDR 30-64(g). But without written findings in the Development Order, Owner is without knowledge of how the Project does not conform with LDRs 30-64 (e) and (g). Regardless, these LDRs requirements are for the formal site plan and construction plans, not for a CUP. The City cannot require permitting for a Project with a zoning entitlement is granted.

5. Land Development Regulation Section 30-272. This LDR references the Transportation Infrastructure Technical Manual, Section 9.16, for determination of the number of parking spaces that would be required for this Project. Neither the Development Order nor the Staff Report explain how the Conceptual Site Plan does not meet LDR 30-272. The Staff Report merely suggests that the Owner reduce the size of its buildings to reduce the number of parking spaces required. A prompt by Staff to redesign the Owner's Project is not a sufficient ground for denial of the CUP.

6. Land Development Regulation Section 30-332. This LDR is yet another permitting ordinance for required landscaping yard types, not a conditional use permit review factor. The Staff Report also mentions LDR 30-332, but agrees with Owner that the Conceptual Site Plan for this Project complies with Section 30-332 as to the adjacent arterial road. It is

curious how landscaping is important or required for "altering the shoreline", especially as the Project must meet the landscape ordinances at formal site plan review. The Development Order did not explain why LDR 30-322 is an adequate basis for denial of the CUP.

The Development Order is a faulty generalization which merely parrots the Comprehensive Plan and LDRs without justification or written findings as required. While the Development Order claims to rely on the "extensive staff report", the Staff Report inadequately reviewed the conditional use sought, that of altering the shoreline; it instead reviewed the Project without the creation of uplands from the submerged lands and held the Project to permitting standards not conditional use factors. While the Staff Report identified several concerns, none of them were dispositive, and there were a handful of absolutes in favor of the Project. Moreover, the Staff Report did not recommend denial of the CUP. Finally, while the Development Order includes the denial of the continuance request, no rationale is provided. The Development Order lacks competent substantial evidence to support it, and the denial of the continuance request was a violation of due process.

C. Brief Statement of the Impact of the Development Orders:

Because of the Development Order, the Owner cannot achieve the proposed use of the Property. The denial of the Conditional Use Permit was unwarranted in light of the fact that the Property is unbuildable based on the Engineer's Project Memo. All issued raised in the Staff Report would have and could have been addressed during formal site plan and in the engineered construction plans. Denial of the Conditional Use Permit was clearly arbitrary and unjust, and without competent and substantial evidence to support the denial of the rezoning.

In summary, the Development Order that denied the request for the Conditional Use Permit is unreasonable and unfairly burdens the use of the Property. Until the process specified

in §70.51, Fla. Stat., is completed, the Owner seeks: (1) a mediation of this matter and (2) a tolling of the time for seeking judicial review of the Development Order.

I HEREBY CERTIFY that this Request for Relief has been served upon Mayor Andrew Connors, 555 S Washington Avenue, Second floor, Council Chamber, Titusville, FL 32796, by U.S. Mail and by eservice at Andrew.Connors@Titusville.com, with copy to City Attorney, Andriene Treasure, at cityattorney@titusville.com on October 2, 2026.

LACEY REZANKA

KIMBERLY BONDER REZANKA
Fla. Bar No. 0930342
6013 Farcenda Place, Suite 101
Melbourne, FL 32904
(321) 608-0892
(321) 608-0981(fax)
krezanka@LLR.law
Attorneys for River Palms Riverfront Development II, LLC

City of Titusville

Gateway to Nature & Space

DEVELOPMENT ORDER

This matter came before the City Council of The City of Titusville on August 25, 2026, on the Applicant's request for approval of a Conditional Use Permit. The matter was duly noticed on May 14, 2026. At the beginning of the hearing, the Applicant requested a continuance of the hearing citing the need for additional time to collect data in preparation for a report on the submerged aquatic vegetation along the shoreline. The City Council opened the matter to the public for participation and there were public comments heard. The City Council denied the Applicant's motion to continue the hearing. This matter was previously continued by the Applicant on June 9, 2026, and this was the second request for continuation. The City Council requested the Applicant to proceed in presenting the application but the Applicant, by way of the representative present, declined to proceed; indicating she was not prepared to move forward.

That based on the City staff report and evidence presented to the City Council and in accordance with the City Charter of the City of Titusville, the Code of Ordinances & Land Development Regulations of the City of Titusville, the Adopted Comprehensive Plan, and the provisions of *Chapters 163 and 166, Florida Statutes,* the City Council hereby enters this order:

Conditional Use Permit (CUP) No. 6-2025, River Palms II, is DENIED.

The request, relying on the extensive staff report and recommendation by the Planning and Zoning Board, was found to be inconsistent with the comprehensive plan and land development regulations (LDR); specifically, FLUE Policy 1.17.3, CME Objective 1.2, and Sections 30-63(e), 30-64(e), 30-64(g), 30-272 and 30-332 of the LDRs. The information provided by the Applicant does not justify the request to alter the shoreline and fill in a portion of the Indian River Lagoon as requested. The application is inconsistent with the comprehensive plan and Land Development Regulations.

This Development Order is hereby officially issued on August 25, 2026

CITY COUNCIL

BY: _____
Andrew Connors, Mayor

Filed in City Clerk's office this 3rd day of September 2026

Wanda F. Wells, City Clerk

Exhibit "A"

The Decision of the City Council is a final order. In the event you desire to challenge this decision, you must file an appropriate action within 30 days or take such other action as authorized by law.

This decision shall take effect immediately However, the City of Titusville's Land Development Regulations Section 30-411 states such approval shall be preliminary 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 land Development Regulations Section 30-411

Issuance of a development permit by the City of Titusville does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Titusville for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal law. All other applicable state or federal permits shall be obtained before commencement of the development.

Development Order Provided to:	☐ Owner ☐ Tenant ☐ Agent ☐ Other

CC:
Laurie Dargie
Kim Amick

Exhibit "B"

OWNER	ENGINEER	SURVEYOR
RIVER PALMS RIVERFRONT DEVELOPMENT II, LLC. 6525 3RD STREET, SUITE 409 ROCKLEDGE, FL 32955 TEL (321) 453-5360	MAI DESIGN BUILD, INC. 395 STAN DRIVE, SUITE B MELBOURNE, FLORIDA 32904 TEL (321) 757-3034 FAX (321) 757-3088	KANE SURVEYING, INC. 505 DISTRIBUTION DRIVE MELBOURNE, FLORIDA 32904 TEL (321) 676-0427 FAX (321) 984-1448

GENERAL STATEMENT

RIVER PALMS II DEVELOPMENT CONSISTS OF TWO 3-STORY OFFICE BUILDINGS. THERE ARE NO EXISTING BUILDINGS. PARKING IS PROVIDED UNDER THE TENANT SPACES WITHIN THE BUILDING AND OPEN PARKING SPACES.

SITE DATA

ZONING:	SHORELINE MIXED-USE (SMU), (TSA)
FUTURE LAND USE:	BUSINESS (BC)
PARCEL ID:	22-35-10-AZ-*-6.01
TAX ACCOUNT ID:	2205816
SITE GROSS AREA:	2.20 ACRES (96,260 SF)

	ALLOWED	PROPOSED
MAXIMUM BUILDING HEIGHT:	35'	35'
MINIMUM LOT SIZE:	10,000 SF	96,260 SF
MINIMUM LOT WIDTH:	100'	843.67'
MAXIMUM LOT COVERAGE:	N/A	54.25%
BUILDING COVERAGE:	55%	18.37%
MINIMUM BUILDING SEPARATION:	20'	420.1'
MAXIMUM WATERFRONT SETBACK COVERAGE:	30%	30%
BREEZEWAY:	25%	67.4%

BUILDING SETBACKS

	REQUIRED	PROPOSED MIN.
FRONT (FRONTING STATE ROAD):	25.0 FT	25.0 FT
REAR (TO MEAN HIGH WATER):	25.0 FT	25.0 FT
SIDE NORTH:	10.0 FT	40.5 FT
SIDE SOUTH:	10.0 FT	68.2 FT

BUILDING CONSTRUCTION

BUILDING IS TYPE IIB CONSTRUCTION, FULLY SPRINKLERED

AREA TABULATION

IMPERVIOUS AREA

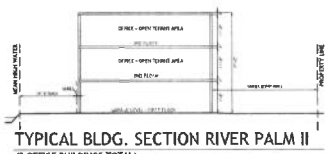
PROPOSED BUILDINGS	17,684 SF =	0.40 ACRES	18.37%
PAVEMENT & SIDEWALKS	34,537 SF =	0.80 ACRES	35.88%
TOTAL IMPERVIOUS AREA	52,221 SF =	1.20 ACRES	54.25%
PERVIOUS AREA	44,039 SF =	1.00 ACRES	45.75%
TOTAL SITE AREA	96,260 SF =	2.20 ACRES	100.00%

PARKING CALCULATIONS

	REQUIRED	PROPOSED
REGULAR SPACES: OFFICE: 35,400 SF 1 SPACE/300 SF AREA TOTAL PARKING:	113	113
ACCESSIBLE SPACES PER FACBC TABLE 208.2: TOTAL PARKING:	5	5
TOTAL SPACES:	118	118

STORMWATER RETENTION SYSTEM

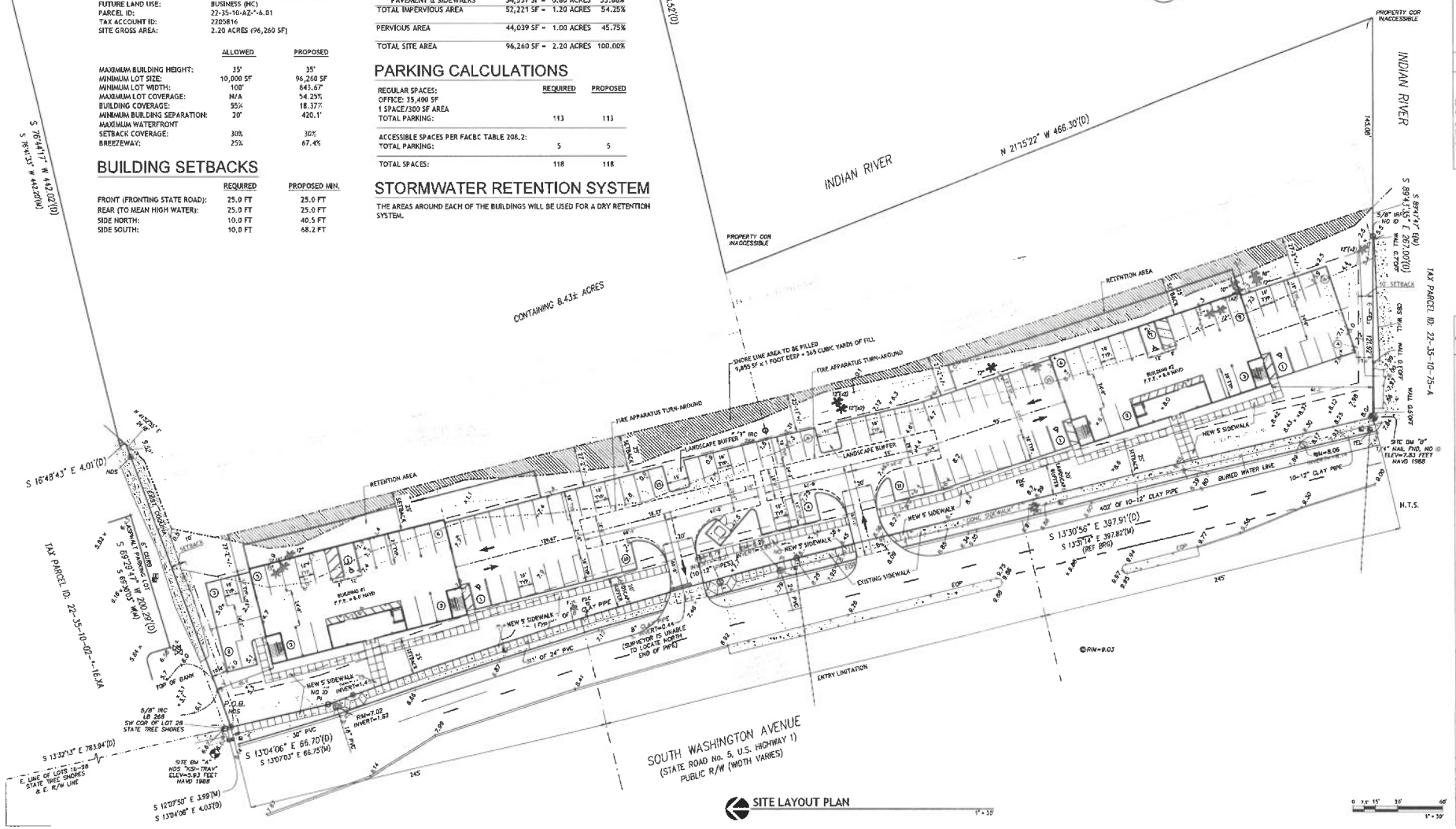
THE AREAS AROUND EACH OF THE BUILDINGS WILL BE USED FOR A DRY RETENTION SYSTEM.



TYPICAL BLDG. SECTION RIVER PALM II
(2 OFFICE BUILDINGS TOTAL)



VICINITY MAP
N.T.S.



SITE LAYOUT PLAN
1" = 30'

0 7.5' 15' 30' 60'
1" = 30'

DATE	REVISION	NO.	DATE	REVISION	INI.
4-4-2025	CITY OF TITUSVILLE C.U.P.	1			

RIVER PALM II CONCEPTUAL SITE PLAN

TITUSVILLE, BREVARD COUNTY, FLORIDA

SITE LAYOUT PLAN

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mai DESIGN BUILD
395 STAN DRIVE, SUITE B
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FAX: (321) 757-3088
web: www.maidesignbuild.com
email: [redacted]@maidesignbuild.com
Cert. of Auth. #31547

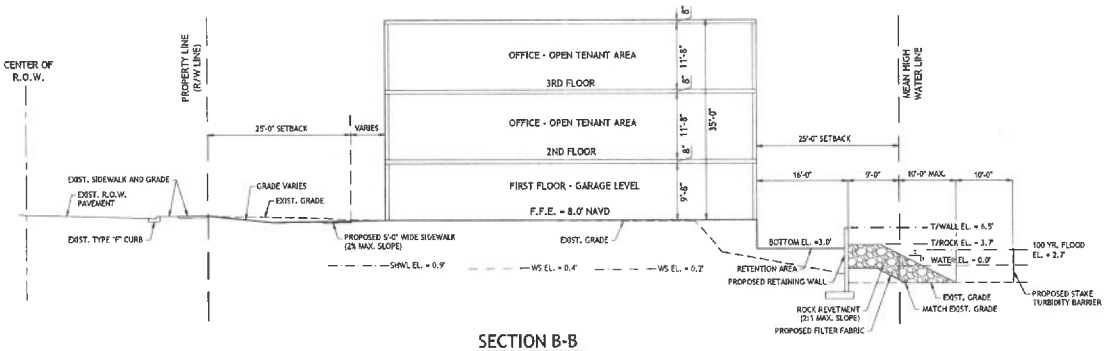
Date:	4-18-2024
Scale:	1" = 30'
Drawn:	REID
Checked:	DTM
Approved:	DTM
Proj #:	2024-0401

Sheet C-1 of

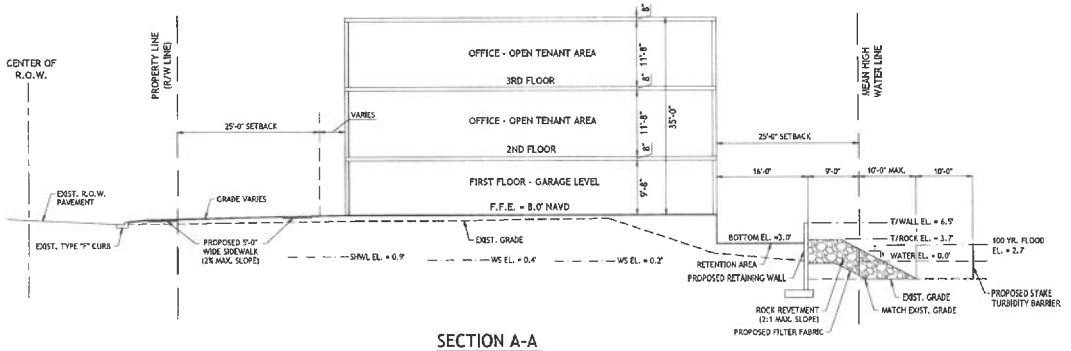
RIVER PALM II CONCEPTUAL SITE PLAN
SITE REVETMENT PLAN
TITUSVILLE, BREVARD COUNTY, FLORIDA
mai DESIGN BUILD
C-2
TAX PARCEL ID: 22-35-10-75-A
INDIAN RIVER
S 89°47'47" E(M)
S 89°43'35" E 267.00'(D)
145.08'
PROPERTY CORP INACCESSIBLE
N 21°15'22" W 465.30'(D)
INDIAN RIVER
PROPERTY CORP INACCESSIBLE
N 76°44'17" E 448.52'(D)
CONTAINING 8.42± ACRES
TI RETAINING WALL EL. +6.5' NAVD
PROPOSED STORMWATER RETENTION AREA 1
INDIAN RIVER SURFACE WATER IMPACT = 0.19 ACRES
ROCK REVETMENT AT EL. +3.7 NAVD (SEE SITE SECTIONS FOR DETAILS)
PROPOSED ROCK REVETMENT (10' MAX. BEYOND SEAWALL) 3H:1V MAX. SLOPE
PROPOSED STAKED TURBIDITY BARRIER
PROPOSED STORMWATER RETENTION AREA 2
TI RETAINING WALL EL. +6.5' NAVD
SETBACK
LANDSCAPE BUFFER
CONCRETE SIDEWALK
SOUTH WASHINGTON AVENUE
(STATE ROAD No. 5, U.S. HIGHWAY 1)
PUBLIC R/W (WIDTH VARIES)
SITE REVETMENT PLAN
S 69°29'47" W 200.29'(D)
S 69°30'03" W(M)
S 16°18'47" E 9.01'(D)
S 76°44'17" W 442.02'(D)
S 76°41'33" W 442.20'(M)
TAX PARCEL ID: 22-35-10-02-*-16.XA
EAST GODWIN
S 13°04'06" E 66.70'(D)
S 13°07'06" E 68.75'(M)
S 12°07'56" E 3.99'(M)
S 13°04'06" E 4.03'(D)
S 11°23'13" E 78.94'(D)
EAST LINE OF LOTS 16 & 17, BLOCK 29, STATE RD. #5 R/W LINE
DAVID T. MCKEE
0003630
CITY OF TITUSVILLE, C.A.P.
DATE
REVISION
NO.
DATE
REVISION
NO.

ROCK REVETMENT NOTES

1. NO FILL SHALL BE PLACED WATERWARD OF THE ORDINARY HIGH WATER LINE.
2. THE ROCK REVETMENT SHALL BE CONSTRUCTED WITH A SLOPE OF 2 FEET HORIZONTAL TO EVERY 1 FOOT VERTICAL MAXIMUM OR LESS.
3. THE PROPOSED ROCK REVETMENT SHALL BE PLACED NO FURTHER THAN 10 FEET WATERWARD OF THE EXISTING MEAN HIGH WATER LINE.
4. THE PROPOSED FILTER FABRIC SHALL BE NON-WOVEN, PER FDOT SPECIFICATIONS SECTION 985-TYPE-D-1 AND SHALL BE PLACED UNDERNEATH THE ENTIRE REVETMENT AND SECURELY TUCKED OR ANCHORED INTO THE SOIL UNDERNEATH AND BEHIND THE REVETMENT.
5. THE TOE OF THE REVETMENT SHALL BE REINFORCED WITH LARGE ROCKS AND TRENCHED INTO THE SOIL SEDIMENT AS SHOWN IN THE SECTIONS.
6. THE MINIMUM AND AVERAGE WEIGHTS OF THE ROCKS USED SHALL BE 50 AND 100 POUNDS RESPECTIVELY. THE ROCKS SHALL BE APPROXIMATELY 12" TO 36" (24" AVERAGE) DIAMETER.
7. FOR THE ENTIRE DURATION OF THE CONSTRUCTION AND ALL NEW WORK IS STABILIZED, THE INDIAN RIVER SHALL BE PROTECTED FROM SEDIMENT EROSION AND ASSOCIATED TURBIDITY BY INSTALLATION OF A STAKED TURBIDITY BARRIER AROUND THE WORK AREA. THE PROJECT MUST NOT RESULT IN ANY QUALITY VIOLATIONS.



SECTION B-B



SECTION A-A

NO.	REVISION	DATE
1	CITY OF TITUSVILLE C.U.P.	6-4-2025

DAVID T. HEINZEL 0053630

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RIVER PALM II CONCEPTUAL SITE PLAN

TITUSVILLE, BREVARD COUNTY, FLORIDA

SITE REVETMENT DETAILS

mai DESIGN BUILD
395 STAN DRIVE, SUITE B
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PHONE: (321) 757-3034
FAX: (321) 757-3083
web: www.maidesignbuild.com
email:dmeinzel@maidesignbuild.com
Cert. of Author. #31547

Date: 4-18-2024
Scale: 1" = 10'
Drawn: RKW
Checked: DTM
Approved: DTM
Proj.#: 2024-002

Sheet C-3 of

Sec. 34-76. Review criteria.

(a) Before any conditional use is granted, City Council shall apply the standards set forth herein and shall determine that satisfactory provisions and arrangement of the following factors have been met by the petitioner, where applicable. The Planning and Zoning Commission shall utilize the same factors in making a recommendation to the City Council regarding the approval of the request for a conditional use permit.

(1) Compliance with all elements of the Comprehensive Plan;

(2) Ingress and egress to the property and proposed structures thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire and catastrophe shall be:

a. Adequate to serve the proposed use without burdening adjacent and nearby uses, and

b. Built to applicable City standards, if any.

Burdening adjacent and nearby uses means increasing existing traffic on the closest collector or arterial road by more than twenty (20) percent, or ten (10) percent if the new traffic is primarily comprised of heavy vehicles, except where the affected road is at level of service A or B. New traffic generated by the proposed use shall not cause the adopted level of service for transportation on applicable roadways, as determined by applicable Brevard County standards, to be exceeded. Where the design of a public road to be used by the proposed use is physically inadequate to handle the numbers, types or weights of vehicles expected to be generated by the proposed use without damage to the road, the conditional use permit cannot be approved without a commitment to improve the road to a standard adequate to handle the proposed traffic, or to maintain the road through a maintenance bond or other means as required by the City Council.

(3) Nuisance factors detrimental to adjacent and nearby properties and the City as a whole, including, but not limited to, traffic, lights, noise, odor, smoke, glare, electrical interference and/or mechanical vibrations;

(4) The proposed conditional use shall not cause the adopted level of service for solid waste disposal, potable water, or wastewater to be exceeded.

(5) The proposed conditional use must have existing or proposed screening or buffering, with reference to type, dimensions and character to eliminate or reduce substantial, adverse nuisance, sight, or noise impacts on adjacent and nearby properties containing less intensive uses.

(6) Proposed signs and exterior lighting shall not cause unreasonable glare or hazard to traffic safety, or interfere with the use or enjoyment of adjacent and nearby properties.

(7) Hours of operation of the proposed use shall be consistent with the use and enjoyment of the properties in the surrounding residential community, if any. For commercial and industrial uses adjacent to or near residential uses, the hours of operation shall not adversely affect the use and enjoyment of the residential character of the area.

(8) Off-street parking and loading areas, where required, shall not be created or maintained in a manner which adversely impacts or impairs the use and enjoyment of adjacent and nearby properties. For existing structures, the applicant shall provide competent, substantial evidence to demonstrate that actual or anticipated parking shall not be greater than that which is approved as part of the site plan under applicable City standards.

(9) Required yards and other open spaces;

(10) General compatibility with adjacent properties and other property in the district;

the request for conditional use permit after considering the recommendations by the Planning and Zoning Commission. The City Council shall review the request in accordance with the criteria set forth in Section 34-76 and these regulations. If it grants a conditional use permit, the City Council may impose conditions, including time limits it considers necessary to protect the public health, safety, and welfare.

(b) Conditional use permits issued to properties which subsequently are divided into two (2) or more lots or parcels shall be retained only on those parcels that still meet the conditions of the conditional use permit which are in effect at the time the land is subdivided.

July 15,2026

PROJECT MEMO

To: Ian Askew
River Palms Riverfront Development II, LLC
6525 Third Street, Suite 409
Rockledge, Florida 32955
321-453-5360

From: David T Menzel PE, CGC,TI
President
MAI Design Build LLC
3995 Stan Drive, Ste B
Melbourne, Florida 32904
321-863-2809
dmenzel@maidesignbuild.com

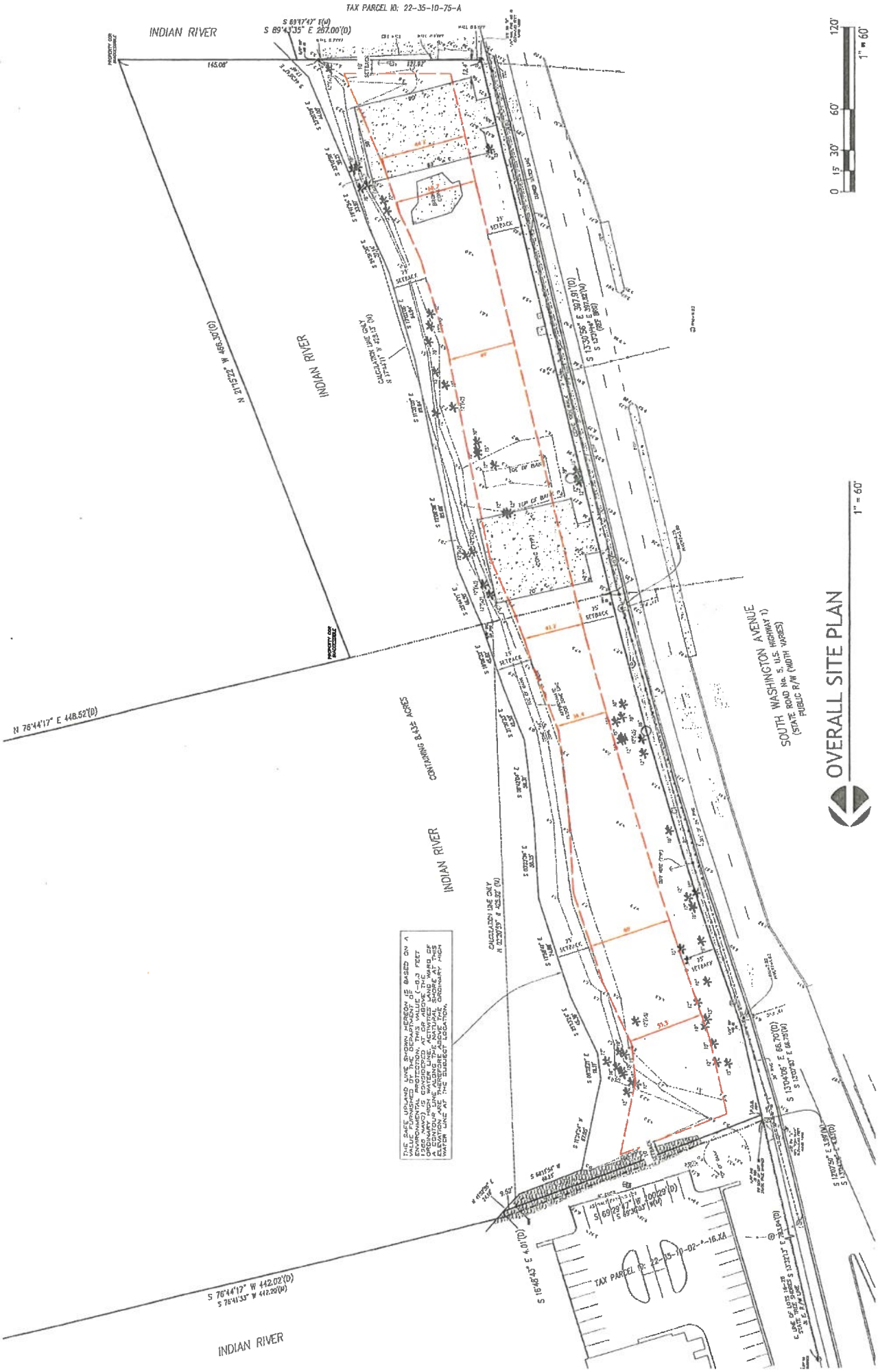
Ref: River Palms II, Buildable Area of Site

This office was asked to review the buildable area of the river Palms II site using the current setbacks.
The current setbacks are 25 feet along South Washington Avenue and 25 feet from mean high water along the Indian River. These setbacks leave an area to build that is a minimum of 36'-4" wide near the middle of the site. This dimension gets wider and narrower in each direction as you approach the north and south property lines.
These widths are not sufficient to provide adequate parking, driveway, drainage and building width that are required by current City of Titusville codes.
Previous construction on this site encroached 15+/- feet into the front setback and 11.5+/- feet into the rear setback. This encroachment allowed adequate width for normal building construction.

Based on the current setbacks on this site, the remaining buildable area on this site is too narrow for any practical building construction.
Should you have any questions, please call or email me.

David T Menzel PE, CGC, TI
attachment:

Exhibit "D"


TAX PARCEL NO: 22-35-10-75-A
INDIAN RIVER
S 89°47'35" E 267.00'(D)
145.00'
N 21°52'22" W 468.30'(D)
INDIAN RIVER
CALCULATION LINE ONLY
N 17°41'11" W 425.32'(M)
S 13°30'56" E 397.91'(D)
S 13°41'44" E 397.91'(M)
(REF BRG)
15' SETBACK
N 76°44'17" E 448.52'(D)
CONTAINING 8.43± ACRES
INDIAN RIVER
CALCULATION LINE ONLY
N 12°30'39" W 425.32'(M)
SOUTH WASHINGTON AVENUE
(STATE ROAD No. 5, U.S. HIGHWAY 1)
PUBLIC R/W (WIDTH VARIES)
S 13°34'06" E 66.70'(D)
S 13°07'30" E 66.70'(M)
S 69°08'17" W 200.29'(D)
S 69°08'30" W 200.29'(M)
S 15°45'43" E 4.01'(D)
TAX PARCEL ID: 22-35-10-02-*-16.XA
S 76°44'17" W 442.02'(D)
S 76°41'33" W 442.29'(M)
INDIAN RIVER
THE BASE UPLAND LINE SHOWN HEREON IS BASED ON A TOPOGRAPHIC SURVEY PERFORMED FOR ENVIRONMENTAL PROTECTION. THIS VALUE IS CONSIDERED TO BE THE FDEP ESTIMATED LANDWARD LIMIT OF SOVEREIGN LAND, ACTIVATED LANDWARD OF ORDINARY HIGH WATER LINE. ACTIVATED LAND IS LAND LOCATED BETWEEN THE ORDINARY HIGH WATER LINE AND THE ADJACENT PROPERTY. AN ELEVATION OF 2.5 FEET NGVD IS THE ORDINARY HIGH WATER LINE AT THE SUBJECT LOCATION.
0 15' 30' 60' 120'
1" = 60'
OVERALL SITE PLAN
1" = 60'

City of Titusville

Planning Department Staff Report

Conditional Use Permit

CUP No. 6-2025 – River Palms II

Meeting Dates:	Planning and Zoning Commission:	May 20, 2026
	City Council Public Hearing:	June 9, 2026
		Continued to August 25, 2026
Prepared By:	Brad Parrish, AICP, Director	
Applicant(s):	Robert Kodsi, Applicant, on behalf of the owner, River Palms Riverfront Development II, LLC.	
Applicant's Request:	Approval of a Conditional Use Permit to allow alteration of the shoreline.	
Staff Recommendation:	Consider CUP No. 6-2025	



Exhibit "E"

BACKGROUND INFORMATION

The applicant is requesting a Conditional Use Permit (CUP) to alter the shoreline of the Indian River Lagoon with structures to be located within 50-feet of a bulkhead line. The applicant originally requested to develop office and medical buildings; however, at the May 20, 2026, Planning and Zoning Commission meeting, the applicant stated the use will be office only. The property is located on the east side of S. Washington Avenue (U.S. Highway 1) and south of the Riverside Drive intersection. The Brevard County Parcel I.D. is No. 22-35-10-AZ-6.01.

The Shoreline setback is 25-feet for all buildings and structures. Buildings and structures will be located within the existing 25-foot shoreline. However, after alteration and fill in the Lagoon, the proposed buildings and structures will be located 25-feet from the new shoreline.

PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Existing Use	Future Land Use	Zoning
Vacant	Shoreline Mixed Use	Shoreline Mixed Use (SMU)

SURROUNDING PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Location	Use	Future Land Use	Zoning
North	Multifamily Residential (Condominiums)	Shoreline Mixed Use	Shoreline Mixed Use (SMU)
South	Townhomes	Shoreline Mixed Use	Shoreline Mixed Use (SMU)
East	Indian River Lagoon Shoreline	N/A	N/A
West	S. Washington Ave (U.S. Highway 1) Right of Way	N/A	N/A
	Titusville High School	Downtown Mixed Use	Public (P)
	Restaurant	Downtown Mixed Use	Tourist (T)
	Motel	Downtown Mixed Use	Tourist (T)
	Multifamily	Commercial High Intensity	Tourist (T)
	Office	Commercial High Intensity	Community Commercial (CC)

STAFF ANALYSIS

Conditional Use Criteria

Section 34-76 of the LDRs states that before any Conditional Use is granted, City Council shall apply the standards set forth below and shall determine that satisfactory provisions and arrangements of the following factors have been met by the petitioner, where applicable. The following are staff's findings based on the CUP request.

1) Compliance with all elements of the Comprehensive Plan;

Staff comment: *The proposed development may conflict with the Comprehensive Plan.*

Future Land Use Element (FLUE) Policy 1.17.3

The alteration of the shore with fill in order to create new land and accommodate the proposed development could be inconsistent with FLUE Policy 1.17.3. The Policy states "Submerged lands within the Indian River Lagoon shall only be utilized for water related development (i.e., marinas, docks, boat ramps, etc.) and only after review and permitting by the appropriate State and/or Federal regulatory agency(s). Submerged lands within the Indian River Lagoon shall not be utilized for any land use density or intensity. Development rights under the comprehensive plan may not be transferred from these submerged lands to uplands."

Coastal Management Element (CME) Objective 1.2 and subsequent Policies and Strategies of the Comprehensive Plan.

The alteration of the shore may conflict with the Coast Management Element (CME) of the Comprehensive Plan. Specifically, the CME Objective 1.2 "protect marine grassbeds… coastal marshes… marine species…" and subsequent Policies and Strategies address the removal of native vegetation in the littoral zone 1.2.1, protection of marine life 1.2.2, impacts to grassbeds 1.2.3 prohibited unless follow criteria in 1.2.3.1, dredge and fill 1.2.5, and the protection of endangered species 1.2.6.

At the May 20, 2026, Planning and Zoning Commission meeting, the applicant submitted an environmental study with a statement that the affected area is considered barren to justify filling in the Lagoon.

Coastal Management Element (CME) Goal 4, Peril of Flood, Sea Level Rise and Vulnerability Assessment.

The 2015 Peril of Flood Act required the City to adopt comprehensive plan policies to address the risk from sea level rise. CME Goal 4 states, "New development, redevelopment, and investment in public facilities, utilities, and infrastructure shall be managed and regulated to reduce flood risk in the coastal storm area…" The property was identified on the City's vulnerability assessment as at risk from flooding. The property is also located in a floodplain. At a minimum, compensatory storage would be required [Sec 30-103].

2) Ingress and egress to the property and proposed structures thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire and catastrophe shall be:

   a. Adequate to serve the proposed use without burdening adjacent and nearby uses, and

   b. Built to applicable City standards, if any.

Burdening adjacent and nearby uses means increasing existing traffic on the closest collector or arterial road by more than twenty (20) percent, or ten (10) percent if the new traffic is primarily comprised of heavy vehicles, except where the affected road is at level of service A or B. New traffic generated by the proposed use shall not cause the adopted level of service for transportation on applicable roadways, as determined by applicable Brevard County standards, to be exceeded. Where the design of a public road to be used by the proposed use is physically inadequate to handle the numbers, types or weights of vehicles expected to be generated by the proposed use without damage to the road, the conditional use permit cannot be approved without a commitment to improve the road to a standard adequate to handle the proposed traffic, or to maintain the road through a maintenance bond or other means as required by the City Council.

Staff comment: The concept plan originally proposed two driveways to S. Washington Avenue (U.S. Highway 1); one point of ingress and one egress. On August 7, 2026, the applicant submitted a landscape plan with one driveway.

It appears the plan will be adequate, operationally. The concurrency calculations show that the section of US-1 does have capacity available to handle the new trips this site will add.

At the May 20, 2026, Planning and Zoning Commission meeting, the applicant submitted a traffic study for office use only. Improvements that may come out of such a study will include lengthening turn lanes, traffic signal retiming, and right run lane into the site.

The driveways will be built to City and FDOT standards and criteria for US-1.

The Fire Department did not have concerns or objections to the request provided the site plan meets the requirements of the Florida Fire Prevention Code.

3) Nuisance factors detrimental to adjacent and nearby properties and the City as a whole, including, but not limited to, traffic, lights, noise, odor, smoke, glare, electrical interference and/or mechanical vibrations;

Staff comment: The applicant is requesting to alter the shoreline with fill in order to accommodate office buildings, ancillary parking lot and drainage dry retention areas.

Per Section 30-64(g) the applicant should be required to submit plans, test results or other professionally accepted information that affirmatively demonstrates that the proposed shoreline stabilization project will not:

(1) adversely impact water quality;

(2) result in the loss of shoreline and aquatic vegetation;

(3) adversely affect adjacent properties;

(4) increase the waterward extension of the existing shoreline, except as provided in Section 30-64(e); and

(5) adversely affect the flow of water or create a navigational hazard.

The information submitted at the May 20, 2026, Planning and Zoning Commission meeting does not justify the alteration of the shoreline and filling in a portion of the Indian River Lagoon.

4) The proposed conditional use shall not cause the adopted level of service for solid waste disposal, potable water, or wastewater to be exceeded.

Staff comment: The proposed development will not exceed the level of service standards for solid waste disposal, potable water and wastewater.

5) The proposed conditional use must have existing or proposed screening or buffering, with reference to type, dimensions and character to eliminate or reduce substantial, adverse nuisance, sight, or noise impacts on adjacent and nearby properties containing less intensive uses.

Staff comment: The required landscape yard types are outlined in Section. 30-332 of the Code. The concept plan complies with the required landscape (buffer) yards adjacent to the arterial road. The arterial road landscape yard is 20-feet. No information was provided demonstrating compliance with the remaining perimeters.

6) Proposed signs and exterior lighting shall not cause unreasonable glare or hazard to traffic safety, or interfere with the use or enjoyment of adjacent and nearby properties.

Staff comment: The applicant did not provide information related to signage. The location of a ground sign is not labeled on the concept plan.

7) Hours of operation of the proposed use shall be consistent with the use and enjoyment of the properties in the surrounding residential community, if any. For commercial and industrial uses adjacent to or near residential uses, the hours of operation shall not adversely affect the use and enjoyment of the residential character of the area.

Staff comment: The applicant did not indicate hours of operation.

8) Off-street parking and loading areas, where required, shall not be created or maintained in a manner which adversely impacts or impairs the use and enjoyment of adjacent and nearby properties. For existing structures, the applicant shall provide competent, substantial evidence to demonstrate that actual or anticipated parking shall not be greater than that which is approved as part of the site plan under applicable City standards.

Staff comment: The applicant is proposing 118 parking spaces using the demand for an office only. The number of parking spaces can be reduced by making the buildings smaller. There is no inherent need or justification to fill in the lagoon to accommodate 35,400 square feet of office buildings with parking lots and retention ponds.

9) Required yards and other open spaces.

Staff comment: The required yards include the front, rear and side yards, open space and the minimum 25 percent breezeway standard.

The plan proposes to alter the shoreline with the addition of fill. ***The buildings and parking will be 25-feet from the new shoreline.*** *Open space is not a requirement of the SMU zoning district. The concept plan does appear to meet the Shoreline Overlay minimum 25 percent "breezeway" standard. The breezeway is an unobstructed vertically and in a straight line from the front to the rear of the parcel.*

10) General compatibility with adjacent properties and other property in the district.

Staff comment: Compatibility refers to the degree to which the development aligns with the regulations and the general area.

In addition to the comprehensive plan and zoning, the staff referenced the 2007 US-1 Corridor Master Plan for compatibility. The Plan was adopted to guide development along the US-1 Highway. The purpose of the guidelines was to minimize the effects of development within the Shoreline Mixed Use district. The guidelines state the City should adopt graduated setbacks based on lot depth, encourage water related uses, consider a

maximum building height of 35-feet, maintain breezeways and scenic vistas, orient buildings to the street and pedestrian areas, incorporate innovative stormwater management systems, incorporate native landscaping, integrate public access such as the proposed trail on the east side of US-1, minimize driveway access points, et cetera. [page 109-110]. These items are addressed in various sections of the Code.

The applicant desires to alter the shoreline with fill in the Indian River Lagoon to accommodate the construction of two buildings with three floors, parking and dry retention areas for stormwater. Parking is to be provided under the buildings and surface lots. Retention areas are proposed in the new 25-foot shoreline setback.

Townhomes with two floors are located to the south, several one-floor single-tenant commercial buildings and Titusville High School are located west of US-1, and the River Palms condominium development is located immediately to the north. Several structures were built prior to the current parking and stormwater requirements.

The River Palms development located to the north is not an appropriate comparable for purposes of compatibility. The River Palms development was constructed under a development agreement that allowed it to exceed the zoning standards. With the expiration of the agreement, the River Palms development is currently a nonconforming structure.

With the exception of the River Palms development, the proposed buildings and ancillary uses are generally compatible with the surrounding area and zoning. The building heights will not exceed 35-feet and the new setbacks will be met after construction and alteration of the shoreline. However, the project could better align with development in the area by redesigning the width and orientation of the buildings so as to not encroach into the existing shoreline setback, and incorporate innovative stormwater systems such as low impact development best management practices. An underground storage and retention could be used instead of dry retention areas [LID Manual, specifically Section 11.5.20]. The sidewalk along US-1 could be widened or relocated to connect with the future trail [Sec 9.14 Transportation Technical Manual and FLUE Strategy 1.12.2.1].

The applicant stated that the property is constrained due to a building area that is 36-feet wide. However, the applicant's plans illustrate a buildable area range of up to 64-feet wide. The buildings and parking lot can be scaled down, which could have little to no impact on the Indian River Lagoon.

11) Whether the proposed change is out of scale with the needs of the neighborhood or the City.

Staff comment: The scale of the development refers to the size and scope of the land use and building regulations that apply to the area.

Townhomes with two floors are located to the south, several one-floor single-tenant commercial buildings and Titusville High School are located west of US-1, and the River Palms condominium development is located immediately to the north.

The River Palms development located to the north is not an appropriate example for purposes of scale. The River Palms development was constructed under a development agreement that allowed it to exceed the zoning standards. With the expiration of the agreement, the River Palms development is currently a nonconforming structure.

With the exception of the River Palms condo development the overall scale of the surrounding area is one to two floor structures with single uses. The proposed two buildings with three floors may be considered out of scale due to the request to alter the

shore and fill in the Lagoon. An alternative is to reduce the scale of the development, which could have little to no impact on the lagoon [FLUE Strategy 1.12.3.3].

Section 34-76(c) of the Code states, "Without limiting the foregoing, City Council may require additional conditions, including limiting the permit to a specified duration. All additional conditions or requirements authorized by this section are enforceable in the same manner and to the same extent as any other applicable requirements of these regulations."

Staff comment: The information provided by the applicant does not justify altering the shoreline to the extent requested.

Section 30-63(e)(1) of the Land Development Regulations prohibits buildings and structures within the minimum 25-foot shoreline setback. The concept plan illustrates a parking lot and buildings within the existing 25-foot setback. However, after altering the shore with fill in the Indian River Lagoon, the parking lot and buildings will be setback 25-feet from the new water line.

The maximum impervious coverage permitted in the 25-foot shoreline setback is 35 percent [Sec 30-63(e)(5)]. The maximum impervious coverage appears to be exceeded within the existing 25-foot shoreline setback. However, after altering the shore with fill in the Indian River Lagoon, the impervious surfaces within the new 25-foot setback may be below the 35 percent threshold.

A densely planted shoreline of viable native vegetation, a minimum of ten (10) feet in width for the entire length of the shoreline is required per Section 30-64(b)(1)b of the Code. The concept plan illustrates a retention area located in the new 25-foot shoreline setback. No information was provided related to a planted shoreline.

Altering the shoreline requires a separate Titusville Surface Water permit per Section 30-64 of the Code. The permit should include a densely vegetated shore per Section 30-64(b)(1)b and other requirements as determined by the Administrator, including low impact development (LID) best management practices (BMPs) [Sec 30-64(b)(7)]. The City encourages the use of Low Impact Development (LID) Best Management Practices (BMPs) in the design of sites and subdivisions to better protect water quality and reduce flooding risks [Sec 11.1 LID Technical Manual]. The concept plan illustrates a retention area located in the new 25-foot shoreline setback. The applicant did not propose a densely vegetated shore nor LID BMPs.

The concept plan proposes a new rock revetment to be constructed along the shore. Section 30-64(e) of the Code prohibits new bulkheads; however, for those properties on the shoreline immediately between two (2) adjacent existing bulkheads, a reinforced rock revetment may be permitted. The shore is approximately 843-linear feet located between two existing bulkheads. Per Section 30-64(g) of the Land Development Regulations, any proposed shoreline stabilization, the applicant must provide plans, test results or other professionally accepted information that affirmatively demonstrates that any proposed shoreline stabilization project will not:

(1) adversely impact water quality;

(2) result in the loss of shoreline and aquatic vegetation;

(3) adversely affect adjacent properties;

(4) increase the waterward extension of the existing shoreline, except as provided in subsection (e) of this section; and

(5) adversely affect the flow of water or create a navigational hazard.

At the May 20, 2026, Planning and Zoning Commission meeting, the applicant submitted an environmental report. The information does not adequately justify the impact to the lagoon. The scale of the development can be reduced and underground storage can be used in lieu of retention areas.

RECOMMENDATION:

Find the request to be inconsistent with the comprehensive plan and land development regulations (LDR); specifically, FLUE Policy 1.17.3, CME Objective 1.2, and Sections 30-63(e), 30-64(e), 30-64(g), 30-272 and 30-332 of the LDRs. The information provided by the applicant does not justify the request to alter the shoreline and fill in a portion of the Indian River Lagoon as requested. The application is inconsistent with the comprehensive plan and Land Development Regulations.

If the City Council is inclined to approve the request, then the following conditions should be adopted.

1. Reduce the scale of the project to not require fill in the Lagoon and remove all proposed land use or structures within the existing shoreline setback per Section 30-63(e), including parking facilities and structures that which cover more than the maximum impervious coverage of the shoreline setback area. Otherwise, reduce the scale of the project to lessen the impact to the lagoon by submitting a Titusville Surface Water permit to alter the shoreline consistent with the requirements described in Section 30-64 of the Land Development Regulations.
    a. Plant a living shoreline as the preferred shoreline stabilization technique as stated in Section 30-64(f)(1). A living shoreline is defined as an erosion management technique, such as the strategic placement of plants, stone, sand, and other structural and organic materials, that is used primarily in areas with low to moderate wave energy, and is designed to mimic natural coastal processes [Sec. 30-64(f)(1)].
2. Demonstrate compliance with the requirement for a densely planted shoreline of viable native vegetation, a minimum of ten (10) feet in width for the entire landward length of the shoreline [Sec. 30-64(b)(1)b].
3. Propose low impact development (LID) best management practices (BMPs) as described in City Ordinance 30-2021, as amended, including an underground storage/retention system.
4. Demonstrate compliance with all landscape yard (buffer) requirements.

City of Titusville

Gateway to Nature & Space

DEVELOPMENT ORDER

This matter came before the City Council of The City of Titusville on August 25, 2026, on the Applicant's request for approval of a Conditional Use Permit. The matter was duly noticed on May 14, 2026. At the beginning of the hearing, the Applicant requested a continuance of the hearing citing the need for additional time to collect data in preparation for a report on the submerged aquatic vegetation along the shoreline. The City Council opened the matter to the public for participation and there were public comments heard. The City Council denied the Applicant's motion to continue the hearing. This matter was previously continued by the Applicant on June 9, 2026, and this was the second request for continuation. The City Council requested the Applicant to proceed in presenting the application but the Applicant, by way of the representative present, declined to proceed; indicating she was not prepared to move forward.

That based on the City staff report and evidence presented to the City Council and in accordance with the City Charter of the City of Titusville, the Code of Ordinances & Land Development Regulations of the City of Titusville, the Adopted Comprehensive Plan, and the provisions of *Chapters 163 and 166, Florida Statutes,* the City Council hereby enters this order:

Conditional Use Permit (CUP) No. 6-2025, River Palms II, is DENIED.

The request, relying on the extensive staff report and recommendation by the Planning and Zoning Board, was found to be inconsistent with the comprehensive plan and land development regulations (LDR); specifically, FLUE Policy 1.17.3, CME Objective 1.2, and Sections 30-63(e), 30-64(e), 30-64(g), 30-272 and 30-332 of the LDRs. The information provided by the Applicant does not justify the request to alter the shoreline and fill in a portion of the Indian River Lagoon as requested. The application is inconsistent with the comprehensive plan and Land Development Regulations.

This Development Order is hereby officially issued on August 25, 2026
CITY COUNCIL

BY: _____
Andrew Connors, Mayor

Filed in City Clerk's office this 3rd day of September 2026

Wanda F. Wells, City Clerk

Exhibit "A"

CHARLES ROBERTS MEDIATION
Mediation Certification Number **38586 R**

1800 Barton Blvd.
Rockledge, FL 32955
PHONE: (321) 298 1901
Email: 4justice1@att.net
www.charlesrobertsmediation.com

ENGAGEMENT LETTER AND MEDIATION CONFIRMATION

OCTOBER 28, 2026

PARTIES AND COUNSEL:

Kimberly Rezanka, Esq., OBO Property Owner River Palm Riverfront Development II, LLC.
Andriene Treasure, Esq. and David Melito, Esq. OBO City of Titusville, FL.

DEVELOPMENT ORDER, AUG. 25, 2026	:	Request For Relief, CUP No. 6-2025.
DATE OF MEDIATION	:	December 8, 2026 commencing at 9:30 a.m.
LOCATION OF MEDIATION	:	Law Offices Lacey and Rezanka 6013 Farcenda Pl, #101 Melbourne, FL 32940.

Thank you for engaging Charles Roberts Mediation to conduct this mediation. We will conduct the mediation at the location set forth above including via ZOOM video conference, pursuant to the rules and statutes governing mediations in Florida.The parties agree they have made inquiry as to the suitability of using ZOOM, including sufficiency of their equipment, security and privacy. Further the parties agree that the mediator and all parties are advised of the persons attending. No person not agreed upon by the parties will attend, participate nor listen to the mediation. The parties also agree they will not record nor permit the recording of any part of the mediation without agreement of all parties and the mediator.

We will provide mediation services at the rate of $600.00 per hour. The rate for mediations involving three or more parties is $250.00 per hour per party. There will be a three (3) hour minimum fee charged per mediation. The fee will be equally divided between or among multiple parties unless otherwise agreed upon by the parties before or at the mediation.

If the mediation is cancelled less than three (3) business days before the date of the scheduled mediation conference, the three (3) hour minimum will be charged to the parties. The attorneys for the parties will be responsible for payment of their client's share of the mediation fees. Invoices will either be delivered at mediation or subsequently be mailed to each party's attorney. **The payment of mediation fees is expected within fifteen (15) days of receipt of the invoice. Payment of mediation fees is not conditioned upon receipt of settlement funds nor conclusion of the case.** If in suit the parties agree the Court will retain jurisdiction over the parties and their counsel to enforce payment of mediation fees, as well as to award any reasonable cost of collection including attorney's fees.

If you object to any of the terms of this mediation engagement agreement, please contact us immediately; otherwise, you agree to be bound by the terms contained herein. We look forward to seeing you at the mediation.

Respectfully,
Charles J. Roberts, Esq.
Mediator