



City of Melbourne, Florida City Council Agenda

City Hall Council Chamber
900 E. Strawbridge Avenue
Melbourne, FL 32901

August 11, 2026, 6:30 PM

This meeting shall adjourn by 11:00 p.m. Extension of the meeting beyond 11:00 p.m. shall only be authorized by a majority vote of City Council.

In accordance with Council policy, the roll call vote rotates each meeting. During this meeting, the vote will be Districts Two through One except that the Mayor will vote last as provided by City Code and the Vice Mayor will vote second to last.

A. OPENING

1. **Invocation** - Pastor Ken Ellis, Living Waters Church of God
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
5. **Approval of Minutes** - July 28, 2026 Regular Meeting and July 29, 2026 Budget Special Meeting
6. **City Manager's Report**
7. **Public Comments**
- 7.1 **Space Coast Transportation Planning Organization Council Tour**

B. UNFINISHED BUSINESS

C. NEW BUSINESS

8. Work Order No. 14 to the Storm Drain Cleaning, Repairs and Maintenance contract for the Cured-in-Place Pipe Lining of Croftwood Dr., Project No. 14325, Shenandoah General Construction, LLC, Pompano Beach, FL - \$443,536.25.
9. **CONSENT AGENDA:**
 - a. Purchase of four replacement lift station generators for the Lift Stations Division, Tradewinds Power Corp., Miami, FL - estimated total amount of \$283,816.

- b. Purchase of seven replacement variable frequency drives for D.B. Lee and Grant Street Water Reclamation Facilities, Rexel USA, Inc., Melbourne, FL - total estimated cost of \$383,777.
 - c. Purchase of replacement ballfield lighting and electrical work, Southwest Ballfield #3, Project No. 11325, Musco Sports Lighting, LLC, Oskaloosa, IA - \$470,568.
- 10. **ITEMS REMOVED FROM THE CONSENT AGENDA**
- 11. **Resolution No. 4428:** (Public Hearing) A resolution certifying the Stormwater Utility Assessment Roll.
- 12. **Lien Rescission No. CE#2023-000313:** (Public Hearing) Recommendation from the Code Enforcement Board that the lien balance amount of \$19,200 not be reduced for the cited respondents and property located at 2528-2546 Pineapple Avenue. (Cited Respondent(s)/Current Owner(s): Silver Pineapple, LLC) (Applicant: Silver Pineapple, LLC)
- 13. Declaration of Critical Community Need for Providence Connects, Inc. for Housing Case Manager Assistance in FY 2026-2027.
- 14. Declaration of Critical Community Need for Eau Gallie Arts District (EGAD) Main Street, Inc. in FY 2026-2027.
- 15. Discussion of request from the Melbourne Downtown Community Redevelopment Agency (CRA) Advisory Committee to waive building permit fees.

Council will convene as the Melbourne Downtown Community Redevelopment Agency for the following item:

- 16. Melbourne Downtown Community Redevelopment Agency (CRA) Building Improvement Grant Program.

Council will reconvene for the remaining items.

- 17. Law Enforcement Trust Fund
 - a. **Resolution No. 4429:** A resolution appropriating \$6,500 from the Law Enforcement Trust Fund for safe neighborhood event expenses related to National Night Out.
 - b. Grant Funding Agreements with Powell Subdivision Neighborhood Watch and St. John Baptist Church to host National Night Out events.

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

E. ADJOURNMENT

Mayor Paul Alfrey and Council Members Mark LaRusso and David Neuman, as members of the Airport Authority Board, may discuss Airport Authority issues, which may subsequently be addressed by the Airport Authority.

Council Members Marcus Smith, Mark LaRusso, Mimi Hanley, Vice Mayor Julie Kennedy (alternate) and David Neuman (second alternate), as members of the Space Coast Transportation Planning Organization (SCTPO), may discuss SCTPO issues, which may subsequently be addressed by the SCTPO.

Pursuant to 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, he will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office (321-608-7220) at least 48 hours prior to the meeting.

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A regular meeting of the City Council was held in the City Council Chamber, 900 East Strawbridge Avenue, and was called to order at 6:30 p.m. by Mayor Paul Alfrey.

A. OPENING

1. The invocation was given by Ethan Ostrom, Avivamiento Melbourne.
2. Pledge of Allegiance
3. Roll Call

Present:

Paul Alfrey	Mayor
Julie Kennedy	Vice Mayor, District, 6
Marcus Smith	Council Member, District 1 (participating via Microsoft Teams)
Mark LaRusso	Council Member, District 2
David Neuman	Council Member, District 3
Rachael Bassett	Council Member, District 4
Mimi Hanley	Council Member, District 5
Jenni Lamb	City Manager
Joan Junkala-Brown	Deputy City Manager
Adam Conley	City Attorney
Kevin McKeown	City Clerk
Justice Stevens	Assistant City Clerk
Rebecca Thibert	Assistant to the City Manager

4. Proclamations and Presentations

The Mayor presented a proclamation declaring August 2026 as “Florida Water Professionals Month” to Environmental Outreach Manager Megan Ruben and Florida Water and Pollution Control Operators Association Board Chair Tim Thibert.

Employees who reached a milestone of service during the months of June and July 2026 were invited to the Council meeting to accept their service pin and gift card. Dani Straub, Assistant City Engineer (20 years) and Wesley Brunson, Fleet Management (20 years), attended the meeting and were recognized by the Mayor, City Council and City Manager.

5. Approval of Minutes – July 14, 2026 Regular Meeting

Moved by Neuman/Bassett for approval. Motion carried unanimously.

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6. City Manager's Report

City Manager Jenni Lamb reminded Council that the Budget Special Meeting will be held on Wednesday, July 29, at 5:30 p.m.

7. Public Comments

There were no comments from the public.

B. UNFINISHED BUSINESS

8. Travel authorization to attend the Space Coast Regional Chamber of Commerce's 2026 Community Leadership Retreat, September 10-12, 2026 in Jupiter, FL and making a finding that the event serves a valid public purpose. (Continued - 6/9/2026)

City Clerk Kevin McKeown reported that Council Members Mimi Hanley, Marcus Smith and David Neuman have expressed interest in attending the Space Coast Regional Chamber's 2026 Community Leadership Retreat, September 10-12, 2026 at the Wyndham Grand Jupiter at Harbourside Place.

Council Policy #36 relates to the Mayor and Council's travel and per diem budget. The policy provides pre-authorization for the Mayor and City Council to attend events within Brevard County that are sponsored by the Space Coast League of Cities, the Economic Development Commission and the Space Coast Chamber of Commerce based on a finding that attendance at these events serves a valid public purpose. The 2026 Community Leadership Retreat is being held in Jupiter, FL located within Palm Beach County. Therefore, City Council approval of the expenditure is required.

Concurrent with Council authorization, the City Council shall also make a finding that the travel serves a valid public purpose as the purpose of the retreat directly relates to collaboration with the Space Coast Chamber of Commerce and discussing "issues and opportunities that impact and shape the economy and quality of life on the Space Coast."

At the June 9, 2026 regular City Council meeting, Council requested that this item return in July to provide more information regarding the city's membership with the Space Coast Chamber of Commerce. A brief history is summarized below:

The City of Melbourne has been a member of the Space Coast Chamber of Commerce (formerly the Melbourne Regional Chamber) since March 1995. The Chamber's current membership program is branded as an "investor program," whereby businesses and organizations make an annual financial investment to the Chamber. The program is designed to connect community leaders and other decision makers to facilitate partnerships and to collectively strengthen the economic climate and quality of life on the Space Coast. The City of Melbourne is

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considered a "silver investor" through its annual \$4,000 commitment, which is budgeted in the City Manager's budget.

The benefits of a "silver investor" include but are not limited to: recognition at signature events; an allocation of funds to be put towards Chamber events and programs (currently \$1,100); and the ability to appoint one representative to the Chamber's Board of Directors (currently, Council Member David Neuman is that representative). Each year, following the city's financial commitment, the Chamber sends out its annual sponsorship guide, and the city selects how to use its \$1,100 allocation. In the past, that allocation amount was significantly higher and would usually be enough for the city to sponsor two signature events put on by the Chamber (such as the former Valor Awards or the Impact Awards). Post 2020, the allocated dollar amount was reduced to the current level of \$1,100. Historically, the Mayor has been the decision maker as to where the city uses its allocated funds.

Vice Mayor Kennedy asked where the money lies in the budget for Ms. Hanley, Mr. Sith and Mr. Neuman to attend this event. Mr. McKeown noted that this event is charged to the Mayor and Council travel and per diem budget which is positively funded.

Discussion continued about the Mayor and Council's travel budget.

Mrs. Lamb noted that although a budget adjustment can be made to move money from the training and education budget to the travel and per diem budget, there is not a lot of room for travel in that budget line item either.

Discussion continued.

Following this discussion, Mr. McKeown noted that he will put together a document for Council including all line items in the Mayor and Council budget to show where expenses have been made.

Mr. LaRusso noted that he would like to withdraw his trip to Hollywood for the Florida League of Cities (FLC) Annual Conference as he thinks it does not serve a valid public purpose since he will be termed out this year.

Mr. Neuman discussed that most of the travel for Mayor and Council is utilized by Mr. Smith and Ms. Hanley. He asked Ms. Hanley and Mr. Smith if they would withdraw their travel to the event so that Mr. LaRusso can attend.

Ms. Hanley stated that she believes her travel has value and does not wish to withdraw her travel to the FLC Annual Conference.

Mr. Smith noted that he attends vastly different events and believes his attendance is important to obtaining the city's goals.

Mr. LaRusso asked if Council's budget is \$10,000 for only travel to events or travel, hotels, registration and other items associated. Mr. McKeown responded yes.

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Mr. Neuman once again asked Mr. Smith and Ms. Hanley if they would forego their trip to the FLC Annual Conference; both responded no.

Moved by Kennedy/Alfrey for authorization for Council Members Mimi Hanley, Marcus Smith and David Neuman (and any other interested Council Members) to attend the Space Coast Regional Chamber of Commerce's 2026 Community Leadership Retreat scheduled for September 10-12, 2026 along with a finding that the travel serves a valid public purpose as described in the agenda report. Motion carried. Mr. Neuman voted nay.

9. **Ordinance No. 2026-27 (AV2026-0003):** (Second Reading/Public Hearing) An ordinance to abandon and vacate a public alley right-of-way located at 1710 Stockton Street. (First Reading - 7/14/2026)

City Attorney Adam Conley read the ordinance by its title. There were no disclosures from Council and no comments from the audience.

Moved by Neuman/Bassett for approval of Ordinance No. 2026-27. The roll call vote was:

Aye: Smith, LaRusso, Neuman, Bassett, Hanley, Kennedy and Alfrey

Motion carried unanimously.

10. **Ordinance No. 2026-28 (AV2026-0005):** (Second Reading/Public Hearing) An ordinance to abandon and vacate a 12-foot-wide unimproved public alley right-of-way that runs through the applicant's property located at 22 E. New Haven Avenue. (First Reading - 7/14/2026)

Attorney Conley read the ordinance by its title. There were no disclosures from Council and no comments from the audience.

Moved by Neuman/Bassett for approval of Ordinance No. 2026-28. The roll call vote was:

Aye: Smith, LaRusso, Neuman, Bassett, Hanley, Kennedy and Alfrey

Motion carried unanimously.

11. **Ordinance No. 2026-29 (AV2025-0007):** (Second Reading/Public Hearing) An ordinance vacating a portion of the 15-foot-wide public utility easement that encompasses the building on the parcel with conditions at 1000 N. Wickham Road. (First Reading - 7/14/2026)

Attorney Conley read the ordinance by its title. There were no disclosures from Council and no comments from the audience.

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Moved by Neuman/LaRusso for approval of Ordinance No. 2026-29. The roll call vote was:

Aye: Smith, LaRusso, Neuman, Bassett, Hanley, Kennedy and Alfrey

Motion carried unanimously.

C. NEW BUSINESS

12. Contract award for Crane Creek Reserve Golf Course - Electrical Improvements, Project No. 10621, Accurate Power & Technology, Inc., Eustis, FL - \$142,130.

City Engineer James Ennis reported that in 2025, the Crane Creek Reserve Golf Course irrigation improvements were completed following a comprehensive upgrade to the golf course greens and irrigation pump system. As part of the project, three new irrigation pumps were installed. During coordination with Florida Power & Light (FPL), it was determined that the existing electrical service was insufficient to support the new pumps, requiring the installation of a new electrical transformer.

FPL installed the new transformer and service pad in July 2026. With completion of FPL's work, the city's electrical contractor will install the customer-side electrical service from the new transformer to the irrigation pump house.

The scope of work includes disconnecting and removing the existing electrical service equipment and obsolete pump control equipment, installing new pump control panels, and connecting the new electrical service from the FPL transformer to the irrigation pump house. The project also includes the installation of a generator connection to allow for continued operation of the irrigation pumps during future potential utility outages.

Mr. LaRusso asked for verification on if any local businesses matched the pricing for Accurate Power & Technology, Inc. for this project. Mr. Ennis noted that there was a substantial difference between local businesses and the cost provided from Accurate Power & Technology, Inc.

Vice Mayor Kennedy asked why there is such a big difference between bid prices. Mr. Ennis noted that there are many different factors that could have caused the differences in pricing like availability of their crews, access to discounted products, etc.

(Ms. Bassett left the chamber at 7:29 p.m.)

Mr. LaRusso asked if there is a possibility they can come back with change orders if the item is approved. Mr. Ennis noted that they are not expecting any changes to be made, however, at this point in the project there should be no other changes. He did note that he cannot be 100% positive, but he does not see any needs for any change orders.

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Moved by Neuman/Alfrey for approval of a contract award to Accurate Power & Technology, Inc., Eustis, FL, for the Crane Creek Reserve Golf Course Electrical Improvements, Project No. 10621, in the amount of \$142,130. Motion carried unanimously. Ms. Bassett was not present for the vote.

13. CONSENT AGENDA:

- a. Termination of Memorandum of Agreement between the City of Melbourne and Florida Department of Transportation for maintenance of landscaped areas and roadways in state rights-of-way.
- b. License Agreement for laydown yard between the City of Melbourne and in-Depth, Inc. for temporary use of a portion of Ballard Park, 924 Thomas Barbour Drive, for the Navigational Aids and Channel Markers project; and authorization for the City Manager to execute the agreement.
- c. Extension of the contract for Annual Independent Audit Services, Carr, Riggs & Ingram, LLC, Melbourne, FL — total estimated cost of \$130,650.
- d. Resolution No. 4425: A resolution authorizing the City Manager to submit a grant application to the Florida Department of Environmental Protection for FY 2026-2027 Alternative Water Supply Funding for the Reverse Osmosis Water Treatment Plant Expansion at Joe Mullins RO Water Treatment Plant Project in the amount \$20,575,400.
- e. Resolution No. 4426: A resolution authorizing the City Manager to submit a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), for FY 2026 Cops Law Enforcement Mental Health and Wellness Act (LEMHWA) Program funding in the amount \$182,132 to expand access to mental health and wellness services for the Police Department.

Mayor Alfrey announced that Mr. LaRusso removed Item a. for further discussion.

Moved by Neuman/Alfrey for approval of the consent agenda, less Item a. Motion carried unanimously. Ms. Bassett was not present for the vote.

14. ITEMS REMOVED FROM THE CONSENT AGENDA

- a. Termination of Memorandum of Agreement between the City of Melbourne and Florida Department of Transportation for maintenance of landscaped areas and roadways in state rights-of-way.

(Ms. Bassett returned to the chamber at 7:32 p.m.)

Mr. LaRusso noted that he pulled this item from the consent agenda to share his appreciation for staff listening to his request for not subsidizing items like this.

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Mayor Alfrey asked if the city is going to notify residents of the different areas that will not be mowed. Mrs. Lamb noted that there is a phone number that can be provided to residents to contact FDOT directly.

Moved by LaRusso/Kennedy for approval of termination of Memorandum of Agreement between the City of Melbourne and Florida Department of Transportation for maintenance of landscaped areas and roadways in state rights-of-way. Motion carried unanimously.

15. Substantial Amendment to the Community Development Block Grant (CDBG) FY 2025-2026 Action Plan. (Public Hearing)

Community Development Director Cindy Dittmer reported that in accordance with CDBG regulations and the city's Citizen Participation Plan (CPP), the proposed change constitutes a substantial amendment that requires public notification and City Council approval. The US Department of Housing & Urban Development (HUD) will give the final approval of the amendment. The proposed change will capture CDBG funds from a cancelled project totaling \$31,000.00. Improvements on the football field have been completed with other funding.

In accordance with the procedure to perform a Substantial Amendment, a Request for Applications was advertised on May 7, 2026 and made available to all City of Melbourne departments noting the available funding. The application deadline was May 21, 2026. One application was received from Parks, Recreation and Golf for Carver Park West Parking Lot Lighting Installation.

The evaluation committee met on May 27, 2026, and recommended approval of the application. Areas of consideration included but were not limited to: proposed timeliness of expenditures, HUD National Objectives, and project eligibility. The Citizens' Advisory Board approved the recommendation of the proposed amendment at the June 1, 2026 regular meeting. The Substantial Amendment was advertised in the Florida Today newspaper on June 11, 2026, for public comment as required. A public hearing is the final step in the formal amendment process. The 30-day public comment period expired on July 12, 2026. To date, no comments have been received.

The Mayor opened the public hearing. There were no comments from the audience.

Moved by Hanley/Bassett for approval of the substantial amendment to the FY 2025-2026 CDBG Action Plan, reallocating \$31,000 in CDBG funding and authorization to execute a departmental Memorandum of Understanding (MOU). Motion carried unanimously.

16. Substantial Amendment to the HOME Investment Partnerships Program (HOME) FY 2022-2023 and 2025-2026 Action Plan. (Public Hearing)

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Mrs. Dittmer reported that in accordance with the requirements of 24CFR Part 91.105(c), and as a member of the Brevard County HOME Consortium, the City of Melbourne's FY 2022-2023 Action Plan was included and made available as part of the Brevard County Consolidated Plan. Under the Brevard HOME Consortium Citizen Participation Plan, the City of Melbourne is required to provide citizens with the opportunity to comment on all proposed Substantial Amendments to the Action Plan. The amendments reported herein apply only to the City of Melbourne's HOME Program Funds and do not affect other elements of the Brevard County HOME Consortium's Consolidated Action Plans. The changes involve moving funding from one housing program to another housing program and is in accordance with the Housing and Urban Development (HUD) regulations, allowing projects to proceed to completion, and meet the Brevard County HOME Consortium timeliness obligations.

The evaluation committee met on May 27, 2026, and recommended the transfer of funds to Homeowner Occupied Housing Rehabilitation program. The amendment was advertised in the Florida Today newspaper on June 11, 2026, for public comment and approved by the Citizens' Advisory Board (CAB) at the June 1, 2026 regular meeting. The 30-day public comment period expires on July 12, 2026. To date, no comments have been received.

There were no disclosures by Council. The Mayor opened the public hearing.

Moved by Neuman/Bassett for approval of the amendment to the FY 2022-2023 and 2025-2026 HOME Action Plan. Motion carried unanimously.

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Mr. Smith reported that he sat down with Attorney Conley and Mrs. Lamb to discuss the city's opportunities with PFAS class action lawsuits. He noted that he is looking for Council's consensus to support the city participating in these class actions lawsuits.

Attorney Conley referred to an email that he provided Council on this topic and noted that the city has been monitoring these class action lawsuits since 2023 with outside council. He noted that it is both outside council and his recommendation that Council does not move forward with these lawsuits, however, he will take Council's direction on the topic.

Ms. Hanley asked where the potential revenue from these class action lawsuits will go in the city's budget. Attorney Conley noted that the revenue from water supply remediation issues would best go towards those issues. Ms. Hanley then noted that this is not a good revenue source.

Mrs. Lamb added that there are not as many restrictions on the revenue from these class action lawsuits, but it is her recommendation to put restrictions on where the revenue would go if Council moves forward with this.

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Mr. LaRusso noted his concern on this topic.

Council did not express consensus to move forward with this class action lawsuit.

Ms. Hanley requested that the city's representative from Brown and Brown come to a Council meeting to answer some questions Council has about the city's health insurance.

After some discussion, Mayor Alfrey reported that he will be bringing back a discussion item on potentially combining healthcare with other municipalities in Brevard County and bypassing a third party to obtain healthcare.

Ms. Hanley invited Council Members to attend the TPO's "Stop on Red" event at Wickham and Eau Gallie Blvd. on Friday, August 7. She also noted that she had a meeting with Mrs. Lamb and Senator Ashley Moody's staff to discuss obtaining federal funding for city issues and the timeline to start working on them.

Mr. LaRusso mentioned that he was caught up in the moment during Item 8 and shared his support with Mr. Neuman's vote to not approve the item.

Vice Mayor Kennedy notified Council that the issue in the Turtle Mound area that she has been working on is coming back to Brevard County's Planning and Zoning Board. She asked if Council still expressed consensus for her to attend these meetings in support of the city's opposition of the item. There were no objections from Council. She also discussed how Matthew's Hope is helping Brevard County residents and encouraged Council to visit their facility.

Mayor Alfrey asked for Council's consensus to all sign a letter for Finance Director Ross McGinn to provide his future employer. Council expressed consensus.

E. ADJOURNMENT

The meeting adjourned at 8:11 p.m.

/s/ Justice Stevens, Assistant City Clerk – August 3, 2026

Approved by Council:

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A special workshop of the City Council was held in the City Council Chamber, 900 East Strawbridge Avenue, and was called to order at 5:30 p.m. by Mayor Paul Alfrey.

1. Pledge of Allegiance
2. Roll Call

Present:

Paul Alfrey	Mayor
Julie Kennedy	Vice Mayor, District 6
Marcus Smith	Council Member, District 1 (Participated via Microsoft Teams)
Mark LaRusso	Council Member, District 2
David Neuman	Council Member, District 3 (Participated via Microsoft Teams)
Rachael Bassett	Council Member, District 4
Mimi Hanley	Council Member, District 5
Jenni Lamb	City Manager
Joan Junkala-Brown	Deputy City Manager
Adam Conley	City Attorney
Kevin McKeown	City Clerk
Justice Stevens	Assistant City Clerk
Rebecca Thibert	Assistant to the City Manager
Ross McGinn	Director of Finance

3. Review of the Fiscal Year 2027 Proposed Budget

Director of Finance Ross McGinn explained that the purpose of the special meeting is for Council Members to have an opportunity to discuss the proposed budget, make any changes deemed warranted, and to adopt a proposed millage rate for transmittal to the Property Appraiser for inclusion in Truth-in-Millage notices mailed to property owners in August. It is important to note that the proposed rate approved at this meeting cannot be increased at the September hearings, although it may be decreased, if desired.

Mr. McGinn discussed the general fund, explaining that a variety of escalatory expenditure costs and a lack of revenue growth from the traditional revenue streams has made a large impact on the proposed budget. Mr. McGinn explained what revenues and expenditures are forecasted in next year's general fund.

Mr. McGinn shared a breakdown of the effects of the proposed budget on each department. He reported the notable cuts within the proposed budget. These cuts

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include the elimination of 17 positions, reducing training and education, eliminating general fund operating contingency, subsidy of the golf course fund, permanently deferring Fire Station #73 until a funding source is identified, eliminating the city's lobbyist, eliminating the Economic Development Commission (EDC) and Space Coast Chamber of Commerce (Chamber) dues, eliminating the city's contract with Eau Gallie Art District Main Street (EGAD), eliminating summer camps and eliminating Parks and Recreations' special events.

Mr. McGinn noted that last year the ad valorem taxes did not cover public safety operating costs and it will not cover the upcoming year either. He also discussed employee compensation for non-union employees and employees that fall under the PBA and IAFF unions.

Regarding the millage rate, Mr. McGinn noted that to generate the same amount of revenue absent the new development costs, staff is proposing the rollback rate which would also keep taxes the same. He noted that the median single-family homes in Melbourne will not receive any increase with this proposed millage. He provided a historical view of the city's tax increases over the last ten years with this year's property taxes at 0% and water and sewer at 8.39%. He then provided a summary of the city's overall budget with a 34.55% increase.

Mr. LaRusso asked if the numbers for the enterprise funds are based on what the city charges for water and sewer. He then asked why these numbers are showing a decrease in the budget summary. Mr. McGinn noted that due to the City of West Melbourne departing Melbourne's water system in 2027 this will create a decrease in revenue, but since there will be a rate increase to the Melbourne residents of 8.39% this brings the revenue back up but still does not equate to the loss of revenue.

Ms. Hanley asked why there was a decrease in the stormwater fund. Mr. McGinn reported that last year it was recommended to use the fund balance to fund some one-time capital projects and this year the budget is presented on just an operating budget standard. This means nothing is being pulled from the fund balance to do any capital so there is a decrease as a result of not using those one-time reserves for that purpose.

The Mayor opened the floor for public comments.

Anne Conroy-Baiter, Space Coast Chamber of Commerce, stated that the city's return on investment is significant in keeping the membership with the chamber. She believes the relationship between the city and the Chamber has strengthened. She believes this is due to Mr. Neuman and the city's economic development manager attending Chamber events and actively advocating in the

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community. She asked that Council continue their membership with the Chamber.

Anna Marron, EGAD, shared her understanding with the challenge of this proposed budget but discussed the impact that EGAD has on the Melbourne community. She noted that EGAD is growing rapidly and she doesn't want the momentum to stop. She believes if Council approves cutting their agreement with EGAD, this momentum will stop.

Ms. Hanley suggested moving \$100,000 in funding for Steadytown and utilizing that money to fund Parks and Recreations' summer camps. She noted that another \$55,000 would need to be found in the budget to fund the rest of the summer camp fund.

Ms. Bassett expressed her support with Ms. Hanley's idea and suggested revisiting the increase in Council Member's salaries to fund the rest of the summer camp programs.

Mayor Alfrey expressed his support for rescinding Council's salary increase and moving the budget from Steadytown to utilize the funds for the city's summer camp programs.

Discussion continued on changes that can be made to summer camps to ensure keeping the program.

Mayor Alfrey shared his concern with keeping Council raises when the budget isn't allowing for summer camps to take place.

Mr. Smith asked if this redaction of the Council raise will be permanent. City Clerk Kevin McKeown reported that the City Code states that the decision to change Mayor and Council salaries is to be discussed every five years and since the discussion was had in August of 2025, another discussion would occur in five years for any changes that Council would like to make.

Moved by Bassett/Alfrey for approval to rescind the previously approved Mayor and Council salary increases that were to be in place following the November 2026 election. Motion carried unanimously.

Mr. Neuman asked why there was nothing in the line item for copy expenses. Mr. McGinn noted that after combing through the operating budgets of each department, they found that a handful of years items like copies have been budgeted extremely high for what was actually being used. McGinn noted that after reviewing the budget changes were made to supplies and copies.

Mrs. Lamb asked for clarification on if Council wants staff to pursue what the increased revenue would be if summer camp was moved from Wickham Park to the Eau Gallie Civic Center.

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Ms. Hanley asked if we share the revenue made from the summer camps with Wickham Park. Mrs. Lamb said no.

Mr. McGinn asked if there was direction on utilizing the funds from the Steadytown project to fund the summer camps. Council expressed consensus.

Ms. Bassett noted that she would like to keep the special events occurring and for staff to look into lower the costs of these events to keep them running. She also provided some money-saving ideas like turning the A/C down at City Hall, finding cheaper options for office supplies and possibly utilizing solar power to run certain facilities.

Discussion continued.

Ms. Bassett also asked that staff start the process to implement a fire assessment fee.

Ms. Hanley noted her concern with the addition of a fire assessment fee for the older community residents.

Mrs. Lamb reminded Council that at the June 9 meeting Council expressed consensus to look into the addition of a fire assessment fee and staff is already working on it.

Ms. Bassett also asked staff to look into having city owned fuel tanks for staff that use city-owned vehicles. Mr. McGinn noted that the city uses the WEX Card Fuel program that provides a discounted rate on fuel.

Mr. Smith asked that staff review state revenue sharing when it comes to sales tax and tourism tax as a form of revenue. Mr. McGinn noted that various revenues like these taxes are controlled by the legislature and state statutes. In the event that the city would want to change how the revenue is distributed amongst the municipalities and the counties, this would be a discussion that would need to be had with state representatives.

Discussion continued.

Mayor reopened the floor for public comments.

Ryan Young, 1243 White Oak Circle, discussed the positives of the addition of fire assessment fees.

Ms. Hanley expressed her opinion that she does not believe this is a good option for the city.

Mr. McGinn reminded Council that the fire assessment fee would be applied to individuals who currently have discounted taxes like the Homestead Act if it is implemented.

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Discussion continued.

Mayor Alfrey shared his concern with cutting the city's membership with the Chamber and the city's agreement with EGAD.

Mr. LaRusso asked how much is in the city's reserves and expressed how important it is to keep money in the reserves. He also discussed his concern with cutting the city's lobbyist and expressed keeping the lobbyist in the budget. He noted that he believes the city should cut the EDC membership, but should keep the city's membership with the Chamber. Mr. LaRusso asked if the 17 positions that were proposed to be cut are funded positions. Mr. McGinn noted that by cutting these positions, \$1.2 million worth of funding for these positions would be available in the general fund. Mr. LaRusso also asked what is in the contingency budget. Mr. McGinn noted that there is currently \$216,000 for FY 2026 and there is currently \$0 in this budget.

Discussion continued.

Mr. LaRusso suggested that the Council's travel and per diem and training and education budget be combined and then split equally between all Council Members and providing the Mayor with an extra \$500 on top of his to keep from going over budget.

Mayor Alfrey asked how this would work for members of Council who are traveling because they are on a board, for example members of the TPO. Mr. LaRusso noted that members of Council will have to take price into account when selecting which events they would like to attend and possibly utilizing their own money if they have already spent what is in the budget.

Discussion continued.

Council expressed consensus to modify the language contained in Council's policy for travel.

Mr. Smith asked if the Fire Station 72 project will make an impact on the proposed budget. Mr. McGinn responded no, due to it being a funded project in the capital improvement fund.

4. Adoption of Proposed Millage Rates

Vice Mayor Kennedy noted that approximately \$250,000 will be going back in budget with the changes that they have discussed making and asked how much the taxes would need to be raised by. McGinn noted that if Council gets to the September budget meetings and there is not a supermajority to select anything above the roll-back rate the only option would be to eliminate the costs for the items that Council wants to keep from other areas of the budget.

City of Melbourne, Florida
Minutes – Budget Special Meeting of the City Council
July 29, 2026

McGinn discussed the city's ten-year history of the adopted millage rates. He then discussed millage rate options.

The Mayor opened the floor for public comments.

Ryan Young, 1243 White Oak Circle, noted that he believes Council should pick the current millage rate of 7.0112.

Following discussion, Council decided to opt for the additional \$500,00 option for the millage rate at 6.9473

Moved by LaRusso/Kennedy for adoption of the proposed operating millage rate of 6.9473 for fiscal year 2027. Motion carried. Council Members Smith and Neuman voted nay.

Moved by Hanley/Alfrey for adoption of the proposed debt service millage rate of 0.2885 for fiscal year 2027. Motion carried unanimously.

Mrs. Lamb asked for clarification on what Council would like to see with the additional \$500,00 that would be available in the budget if they choose the millage rate of 6.9473.

Council clarified that they would like to see the addition of the following: lobbyist, agreement with EGAD, membership with the Chamber and keeping funds in the contingency budget.

5. Adjournment

The meeting adjourned at 8:14 p.m.

/s/ Justice Stevens, Assistant City Clerk – August 6, 2026

Approved by Council:

Memorandum

To: Mayor and Council
From: Jenni Lamb, City Manager
Date: August 6, 2026
Subject: City Manager's Report – Meeting of August 11, 2026

Updates:

- At the September 24, 2025 Council Meeting, City Council gave direction for the City Manager to work the Concerned Citizens of South Brevard on a donation agreement for portraits of the founders of Melbourne to be displayed in City Hall. On August 5, 2026, representatives of the Concerned Citizens of South Brevard delivered three donated portraits. Staff is working with the group on an unveiling date and ceremony. Details will be provided to City Council once they are finalized.

Upcoming Events:

- Save the Date: National Night out will take place on Tuesday, October 6, 2026. More information will be available soon.



Melbourne City Council
August 11, 2026
City Manager's Item Report

Department:	Engineering/Public Works & Utilities
Presenter:	James Ennis
Council District:	2
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.8.

Subject:

Work Order No. 14 to the Storm Drain Cleaning, Repairs and Maintenance contract with Shenandoah General Construction, LLC for the Cured-In-Place Pipe Lining repairs of Croftwood Drive.

Background/Consideration:

On April 8, 2025, City Council approved a contract award for Storm Drain Cleaning, Repairs and Maintenance with Shenandoah General Construction, LLC.

Work Order No. 14 provides for the rehabilitation of approximately 1,310-linear feet of drainage pipes along Croftwood Drive ranging in size between 36-inches to 60-inches, see exhibit provided. The Cured-In-Place Pipe (CIPP) rehabilitation is a cost-effective and non-intrusive method of pipe repair. The CIPP will restore the structural integrity of stormwater piping, reduce infiltration and eliminate leaking joints. This method is used in areas where major site restoration would be required if the stormwater pipe had to be replaced. The CIPP is a proven system that has been in use for more than 30 years with a 50-year design life.

The contractor will have all work completed under this work order on or before September 30, 2026.

Fiscal/Budget Impact:

Project No. 14325 is not adequately funded. An administrative budget transfer in the amount of \$43,537 from Project No. 14322 (Longwood Boulevard Pipe Lining) is necessary to appropriate funds for this project. The total project budget will be \$443,537.

Requested Action:

Approval of Work Order No. 14 to the Storm Drain Cleaning, Repairs and Maintenance contract with Shenandoah General Construction, LLC, Pompano Beach, FL, for the Croftwood Drive Pipe Lining Repairs in the amount not to exceed \$443,537.

Memorandum

To: Jenni Lamb, City Manager
Joan Junkala-Brown, Deputy City Manager

Thru: James Ennis, City Engineer

From: J. Danielle Straub, Assistant City Engineer

Date: July 24, 2026

Re: Work Order No. 14 to Shenandoah General Construction, LLC for Croftwood Drive Pipe Lining, Project No. 14325

This is a request for Council approval of Work Order 14 with Shenandoah General Construction, LLC for the Croftwood Drive Pipe Lining.

The existing metal stormwater pipes along Croftwood Drive are deteriorated and in need repair. Cured-In-Place Pipe (CIPP) lining is recommended in this location. The CIPP rehabilitation is a cost effective and non-intrusive method of pipe repair. CIPP will restore the structural integrity of the stormwater piping, reduce infiltration and eliminate leaky joints. This method is used in areas where major site restoration would be required. CIPP is a proven system that has been in use for more than 30-year with a 50-year design life.

Scope of Work

The scope of services includes the cleaning, video inspection and lining of ±1,310 feet of varying stormwater pipe.

Compensation and Schedule

Funding is not available within the project budget. An administrative budget adjustment is necessary from Longwood Boulevard Pipe Lining, Project No. 14322 in the amount of \$43,537.

Recommendation

Recommend approval of Work Order No. 14 with Shenandoah General Construction, LLC in the amount not to exceed \$443,536.25.

Engineering Department
900 E. Strawbridge Avenue
Melbourne, FL 32901

WORK ORDER NO. 14

Project: Croftwood Drive Pipe Lining

Project No: 14325

To: Shenandoah General Construction, LLC

WORK ORDER DESCRIPTION:

Cleaning, pre-video, CIPP Liner, Post Video of 595 ft of 36 inch pipe, 655 ft of 48 inch pipe, and 60 ft of 60 inch pipe at the Croftwood Drive location.

For the services under this authorization, the total compensation amount to be paid to the vendor under this work order shall not exceed \$443,536.25.

All services required by this Work Order will be completed on or before September 30, 2026.

THIS WORK ORDER IS ACCEPTABLE TO CONTRACTOR:

Signed  Title Project Manager Date 7/28/26
Contractor

RECOMMENDED AND APPROVED, CITY OF MELBOURNE:

Signed _____ Title City Engineer Date _____

Signed _____ Title City Manager Date _____

Legend

 - Pipe Lining Location





Melbourne City Council
August 11, 2026
City Manager's Item Report

Department:	City Manager's Office
Presenter:	N/A
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.9.

Subject:

Consent Agenda

Background/Consideration:

- a. Purchase of four replacement lift station generators for the Lift Stations Division, Tradewinds Power Corp., Miami, FL - estimated total amount of \$283,816.
- b. Purchase of seven replacement variable frequency drives for D.B. Lee and Grant Street Water Reclamation Facilities, Rexel USA, Inc., Melbourne, FL - total estimated cost of \$383,777.
- c. Purchase of replacement ballfield lighting and electrical work, Southwest Ballfield #3, Project No. 11325, Musco Sports Lighting, LLC, Oskaloosa, IA - \$470,568.



Melbourne City Council
August 11, 2026
City Manager's Item Report

Department:	Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.9.a.

Subject:

Purchase of four replacement lift station generators for the Lift Stations Division, Tradewinds Power Corp., Miami, FL - estimated total amount of \$283,816.

Background/Consideration:

This purchase is for the scheduled replacement of four (4) lift station generators (Lift Station (LS) Nos. 24, 28, 77, and 84). They are all 30 KW and provide emergency backup power during any type of power outage. The replacements are located at LS 24 (2960 Fountainhead Blvd.), LS 28 (3788 Dairy Road), LS 77 (1179 Spring Oak Drive), and LS 84 (4440 Preserve Drive). The new units will be purchased via the Florida Sheriff's Association Contract No. FSA23-EQU21.1. The generators come with a two-year/1,500 hour standard warranty. Lead time for delivery is estimated at 18 to 22 weeks.

Staff budgeted \$285,000 in Fiscal Year 2026 for the replacement of five (5) lift station generators. Since that time, the City was awarded a grant from the Florida Department of Emergency Management. As a result, the Fiscal Year 2026 funds are now available to purchase four (4) lift station generators that were scheduled for replacement in Fiscal Year 2027.

Contract/Solicitation:

This purchase utilizes the contract pricing from the Florida Sheriff's Association Cooperative Contract No. FSA23-EQU21.1. All quoted prices are equal to the contract pricing. This contract expires September 30, 2026.

Fiscal/Budget Impact:

Funding is sufficient in operating account 63200535-564000 (Lift Station Operations - Machinery & Equipment).

Requested Action:

Approval of the purchase of four replacement lift station generators for the Lift Stations Division, Tradewinds Power Corp., Miami, FL - estimated total amount of \$283,816.



TRADEWINDS®

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www.tradewindspower.com

LIFT STATION GENERATORS - 24 - 28 - 77 - 84

Engines
Pump Sets
Power Units
Transfer Switches
Parts and Service
Generator Systems

TO: City of Melbourne
2901 Harper Road
Melbourne, FL
Attn: Darrell Manchester
321-608-5191

Quotation

Salesman: Mike Waldron
Wednesday, July 22, 2026

Amount	Description	Each	Extended
4	Model Base Awarded Tradewinds Mobile Generator Set under FSA contract No. FSA23-EQU21.0, Spec #185.	55,991	223,964
4	T30-TTP-UL-FS Upgrade - Upgrade to a TOTAL PAC 30kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 ph; mainline circuit breaker; correctly sized UL breaker with shunt trip; sound attenuated, 70 dB(A) @ 21 ft; 120 gal UL 142 subbase fuel tank. Non-proprietary unit.	13,491	53,964
	30kW/37.5kVA Emergency Standby, 27kW/32kVA Prime		
	120/240 Volts, 60 Hz, Three Phase, 0.8 P.F. Amp Load Capacity: 60 load bank tested.		
	Perkins Diesel engine, Model 404D.22 TIER 3 @ 1800 RPM; turbocharged; water cooled; 12 VDC.		
	AC alternator, 4 Pole, brushless exciter, Single Bearing, insulation Class 'H' UL1446.		
4	TREG-01-FS Permanent Magnet (PMG) Excitation providing 300% short circuit support for ten seconds to support non-linear loads and start motors with minimal voltage dip. DR2400 voltage regulator. 0.25 % voltage regulation, (EMI) and RFI filtering. CAN Bus communication	1,472	5,888
	Tradewinds Digital Control panel 2020 series, microprocessor-based controller, manual or remote start capability. Emergency stop push button. NEMA box customer interface panel for remote annunciator panel and shunt trip. Readings for low coolant and oil, fuel level indication and leak detection; Volts, Amps, Hz, Watts, VA, PF, Oil pressure, coolant temperature, RPM, DC volts, hourmeter. Generator set emergency protection shutdowns. Programmable for pre-alarms and alarms. Automatic transfer switch control (mains failure). USB port; ECU communication via SAE J1939. BESTCOMSPlus, MODBUS communication via RS485 port, UL6200.		
	Optional Equipment included in above pricing:		
	100A 3P 600V 250Vdc UL 489 circuit breaker, 80 percent rated. Installed shunt trip for remote controlled tripping. Cu/AL lugs rated up to 600V AWG wire range 14-1/0. The wire is EPDM insulated, 600V 150 degrees Celsius. A neutral to bonding conductor mounted on a standoff insulator.		
	100A 3P Utility and Load service, thermal magnetic UL 489 circuit breakers, 35kAIC at 480V, 600Vac max.250Vdc, ampere rating at 40 degree Celsius. HACR rated, suitable for reverse feed use. Cu/AL lugs rated up to 600V AWG wire range 14-1/0. Mounted on N4X disconnect boxes.		
	100A 600V 480V Automatic Transfer Switch Installed in the rear compartment of the enclosure, connected to the utility and load breakers. Standard application; Open Transition; automatic and manual modes of operation; Liquid crystal display; basic transfer control, plant exerciser, time delays, self-diagnostics and system settings		
	Weather protective marine grade aluminum enclosure sound insulated; white powder extra coat; 175 mph wind load certified in compliance to ASCE 7-08 Florida Building Code. Control panel door access with locks. Designed with removable doors to ease the generator maintenance; All doors are hinged and keyed alike. Weather protective seals around all doors. Rear removable plate for the maintenance of the AC alternator.External drain ports for coolant and oil with brass ball shut-off valves and SS bulkhead plugs. All stainless-steel hardware. Estimated noise reduction : 72 dBA @ 21 ft.		
	Exhaust compartment enhanced with noise reduction and heat dissipation insulation. Installed SS Exhaust Flex with ceramic wrap, 25dBA exhaust muffler and cast aluminum rain cap.		
	120gal. steel subbase fuel tank, certify to UL 142 safety standard. Fuel filler neck with cap, mechanical fuel gauge; normal vent; emergency vent per NFPA 30; leak detector; suction and return fuel lines, drain fitting with plug, removable panel for conduit access. Awl grip polyurethane coat, resistant to rust, corrosion, salt and damp conditions. UV protection and waterproof.		
	12Vdc 31PMH series starting batteries installed on metal support, secured with j bolts and hold downs.		
	Battery Charger 6 Amp, 12 VDC, 90-265A AC 50/60Hz 115 VAC, compact type, UL Listed.		
	Coolant block heater, 1500W 120V 1Ph. 100F degrees ON - 120F degrees OFF. IP41 protection rating to IEC 529. Shut-off valves for easy maintenance.		
	Low coolant level signal alarm switch, antifreeze, and radiator overflow bottle. Freezing protection to -34 degrees Fahrenheit (-37 degrees Celsius) and boiling protection to 256 degrees Fahrenheit (129 degrees Celsius).		
	Two (2) 120V receptacles, one GFI and one NGFI with clear cover, for battery charger and coolant		
	Factory tested at max. Amp rated load, transient load, block load, load rejection; voltage, frequency fluctuation; under/over frequency; safety shutdowns for high coolant temperature and low oil pressure.		
	Two (2) years or 1500 hours standard warranty.		
	Onsite Start-up and adjustments, fuel not included.		
	State & Local Tax as Applicable		
	Estimated Shipping date from receipt of order: 18 - 22 Weeks		
	Delivery Curbside - Melbourne FL. Unloading by City of Melbourne		
	DAP, Florida	70,954	283,818

Prepared by **Mike Waldron** Cel. 863-381-2454

* Quote good for 30 days, 25% Cancellation Fee. 3.95% Credit Card fee
 * \$100 daily storage fee after 10 days of completion notification.
 * Make checks payable to Tradewinds Power Corp.
 * Wire Transfers to Tradewinds Power Corp, Division of Southeast Power Group, F/B/O Wells Fargo Bank, ABA 121000248 Account 4945741023.



TRADEWINDS®
POWER CORP

5820 NW 84th Avenue • Miami Florida 33166
Tel 305 592 9745 • FAX 305 592 7461

Filters
Pump Sets
Power Units
Generator Sets
Automatic Engine Controls

Tradewinds Power Corp Bid No. FSA23-EQU21.1 Specification No. #185 60KW GENERATOR PACKAGE



FSA Cooperative Purchasing Program



FSA23-EQU21.1: Equipment Extension Packet



PROTECTING, LEADING & UNITING SINCE 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org    

Contract Extension Amendment

Contract FSA23-EQU21.0: Equipment

Extension Term: October 1, 2025, through September 30, 2026

The Terms and Conditions of this Contract allow for modification via contract addenda as provided for in Section 1.23. The effective dates of the original contract term for FSA23-EQU21.0 are October 1, 2023, through September 30, 2025. The Florida Sheriffs Association (FSA) shall extend this contract for an additional one (1) year term from October 1, 2025, through September 30, 2026. The Terms and Conditions remain in effect for the contract extension term. Items and pricing may be updated in accordance with Sections 3.05 and 3.06 of the Terms and Conditions.

FSA is amending the original contract to reflect the following modifications:

- Modify the contract number to FSA23-EQU21.1, which reflects the extension; and
- Amend Section 1.03 to recognize the term of the contract extension.

Section 1.03 is amended to include the following language:

1.03 TERM OF CONTRACT

The FSA elected to renew the contract and extend the term of the contract for another twelve (12) months. The contract extension term will begin October 1, 2025, and end September 30, 2026.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Sarrah Carroll
Deputy Executive Director of Administration



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FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519, Tallahassee, Florida 32317-2519

ph: (850) 877-2165
fax: (850) 878-8665
www.flsheriffs.org



May 12, 2023

FSA22-VEL30.0 & FSA22-VEH20.0 Model Year Price Adjustment

Awarded Vendors,

The Contract Terms and Conditions allow for price adjustments due to significant changes to manufacturer production in Section 3.06. FSA is allowing awarded vendors to submit adjusted pricing for model year 2024 vehicles in conjunction with order dates published by the manufacturer or with other manufacturer documentation.

FSA is requesting vendors submit a new price per item per zone for each item currently awarded. Adjusted pricing should be submitted prior to the date the manufacturer will begin accepting orders for model year 2024 vehicles when possible. FSA will consider the request and make a final determination on the changes in price. FSA reserves the right to refuse any excess price adjustment requests.

If pricing is not available when the manufacturer begins accepting orders, purchasers can submit a letter of intent referencing the FSA Contract to an awarded vendor indicating the models and quantities of vehicles they wish to purchase. After pricing is published, purchasers can issue a purchase order to the vendor to replace the letter of intent.

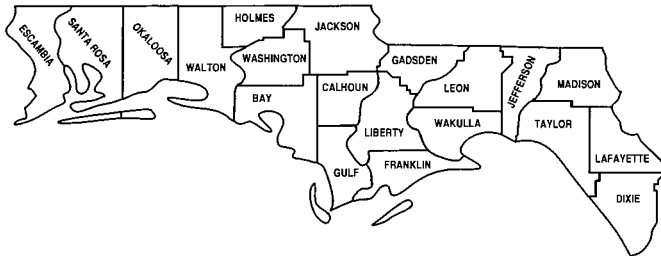
If you have any questions, please contact Cooperative Purchasing Program staff at CPP@flsheriffs.org.

Thank you,

Hugh Oliver
Cooperative Purchasing Program Manager

FSA CONTRACT ZONE MAP

WESTERN



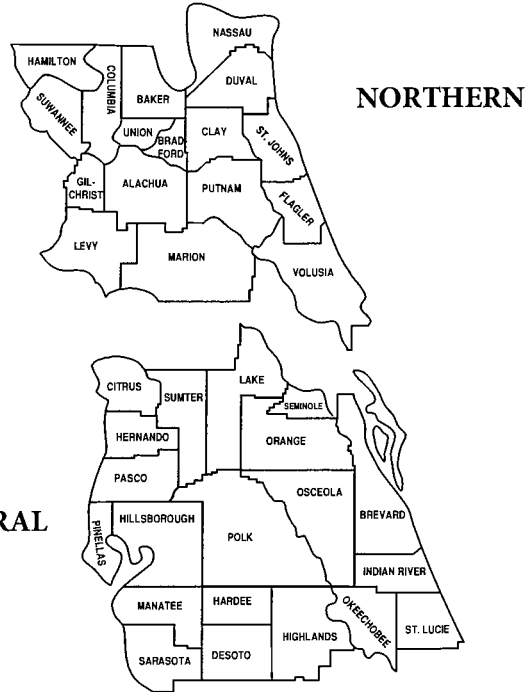
WESTERN

BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN

ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
VOLUSIA

CENTRAL



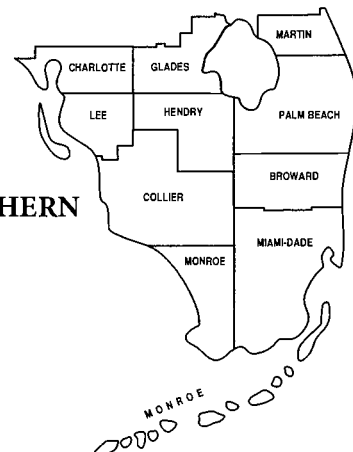
CENTRAL

BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN

BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

SOUTHERN





CPP Ordering Instructions

- 1) The Florida Sheriffs Association (FSA) Cooperative Purchasing Program (CPP) welcomes purchasers to utilize our available contracts at no cost. FSA CPP currently has seven (7) active contracts, each are hyperlinked below and can be found on the CPP home page.

- ✓ [Pursuit, Administrative and Other Vehicles](#)
- ✓ [Heavy Trucks & Buses](#)
- ✓ [Heavy Equipment](#)
- ✓ [Tires](#)

- ✓ [Electric Vehicle \(EV\) Charging, Power Stations, Equipment & Software](#)
- ✓ [Fire & Rescue Vehicles, Boats, & Equipment](#)

- 2) Select the contract you are interested in. This can be done via the CPP home page or the Purchaser Resources page. *Note: information shown is for visual purposes only and may not reflect all current contracts.

Contracts

- FSA20-EQU18.0: Heavy Equipment
- FSA20-VEH18.0 Heavy Trucks
- FSA20-VEL28.0 Pursuit, Administrative, and Other Vehicles
- FSA20-VEF14.01: Ambulances & Other Equipment
- FSA20-VEF14.02 Fire Rescue Vehicles & Other Equipment
- FSA22-TRS24.0: Tires
- FSA22-PWR1.0: Electric Vehicle (EV) Charging, Other Power Stations, Other Related Equipment & Software

Active
Contracts*

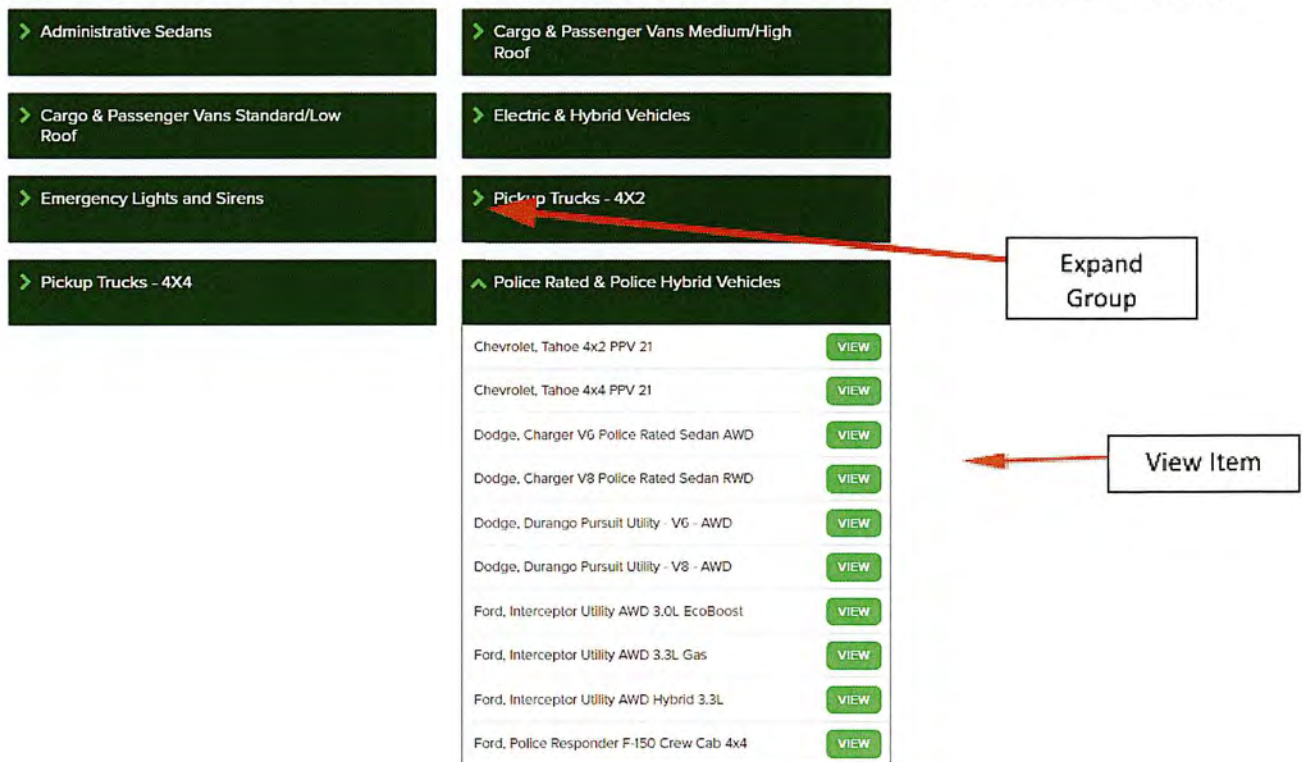
- 3) Scroll down to the Products & Services portion of the webpage, where there will be green boxes containing the Terms & Conditions and Item Groups.



CPP Ordering Instructions



- 4) To view available items, expand the Item Group by clicking on the green arrow to the left of each name. To view prices, awarded vendors by zone, build sheets, and option pricing select the green "View" button on the right.





CPP Ordering Instructions

5) A new tab will open, displaying the item award page. This page shows the primary awarded vendor for each zone and alternate vendors (if applicable). **Prices listed on this page are the current base price for contract items.** Click the “Build” link to review the vendor’s Build Sheet. Click the “Options” link to review the vendor’s options and their accompanying prices. Items can be upgraded or downgraded within the options.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	\$36,767.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$37,267.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$37,303.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	\$36,767.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$37,145.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$37,162.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	\$36,767.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$37,250.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$37,259.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	\$36,767.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$37,259.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$37,303.00	0.00%	Build	Options

Awarded Vendors

Build Sheets

Option Sheets

6) Each contract page contains a contract specific Vendor Directory (see below). The directory provides the company name, if they opted-in for federal compliance, Sales/Fleet contact name, email address, and phone number. If a vendor has changed names, or been bought by another company both names will be shown in the directory.

FSA20-VEL28.0 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES

Contract Term: October 1, 2020 – September 30, 2022

Vendor Directory

The Florida Sheriffs Association in partnership with the Florida Association of Counties and Florida Fire Chiefs Association are pleased to offer a statewide purchasing contract for pursuit, administrative and other vehicles. Our awarded vendors provide the top manufacturer names in the industry.

For details of the products and services available, use the links located below that match the item you are seeking to purchase. The bid links will take you to pages that are solely dedicated to the bid award for items and includes the supporting bid documents you made need. Follow the purchasing instructions and remember to send a copy of your purchase order the FSA Cooperative Purchasing Program at COOP@FISheriffs.org.

There are requirements for manufacturers, vendors, and purchasers within the terms and conditions (contract) that should be reviewed prior to and after the initial acquisition. These terms and conditions are written based on best practices to simplify the process for the purchaser and the vendor. There are numerous options and opportunities to upgrade.



- ORDERING INSTRUCTIONS
- VENDOR DIRECTORY
- ZONE MAP

Need Assistance?
Email us at cpp@flsheriffs.org or call 850-877-2165



CPP Ordering Instructions

- 7) The "[Purchaser Resources](#)" page contains a Master Directory of CPP Vendors, in addition to the contract specific directories available on each award page.
- 8) FSA can make multiple awards by zone (if applicable). The purchaser has the choice of awarded vendors. The primary vendor offers the lowest price on the base item. If adding options, you may choose to get quotes from multiple awarded vendors. If a purchaser determines that a vendor in another zone can better serve their needs, they may order from that vendor; however, vendors may charge an out-of-zone delivery fee upon mutual agreement between the vendor and the purchaser.
- 9) Once a vendor has been identified for the item you wish to purchase, contact the vendor to request a quote.
- 10) Discuss delivery dates with the vendor. If no quote is provided, be sure to discuss delivery dates prior to issuing the purchase order to the vendor.

****Note: Vendors do not have any control over production delays in schedules from the manufacturer. ****

Following the issuance of a purchase order, please send the PO to the selected vendors and the Florida Sheriffs Association at COOP@FISheriffs.org.



CPP Ordering Instructions

11) Issue and submit a purchase order (PO) to the vendor.

12) The purchase order should include:

- The awarded vendor's name and address;
- The FSA contract number and title;
- The FSA item number and item description;
- The purchaser's federal identification number;
- The purchasing point of contacts name, phone number and email address; and
- Include the following FSA FIN/FAN/Certification codes on your purchase order for the corresponding manufacturer.

Manufacturer	Code Type	FSA Code	Contact
Ford	FIN	QE065	1-800-343-5338
Stellantis	FAN	917872	1-800-999-3533
General Motors	FAN	49313	1-800-353-3867
Nissan	Certification	FSA	FleetDistribution@Nissan-usa.com
Toyota	FIN	GE159	1-800-732-2798

13) As a courtesy, CPP asks that purchasers submit copies of purchase orders to COOP@flsheriffs.org.

We hope you enjoy your purchasing experience with the FSA Cooperative Purchasing Program, if you need any assistance, please contact our staff at CPP@FISheriffs.org .

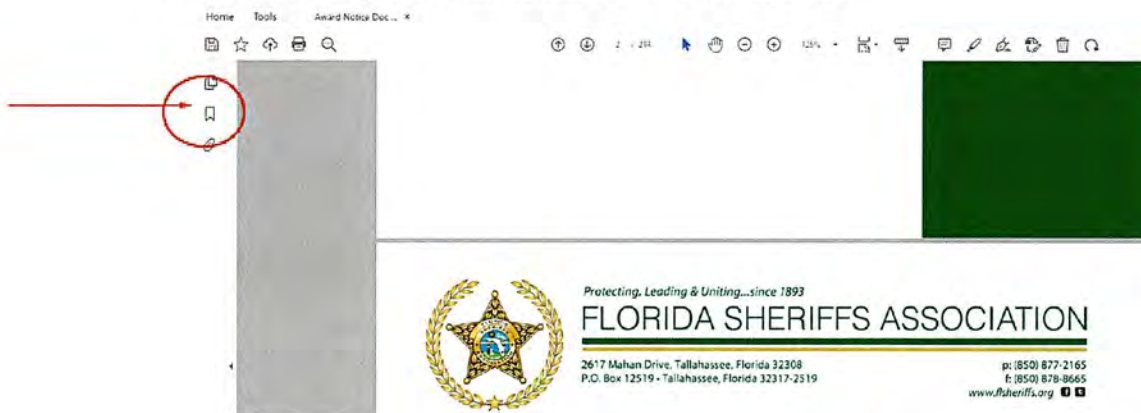


How To Navigate the Full Award Document

1. Open the Full Award Notice document in Adobe Acrobat.
2. Click on the small arrow on the left side of your screen



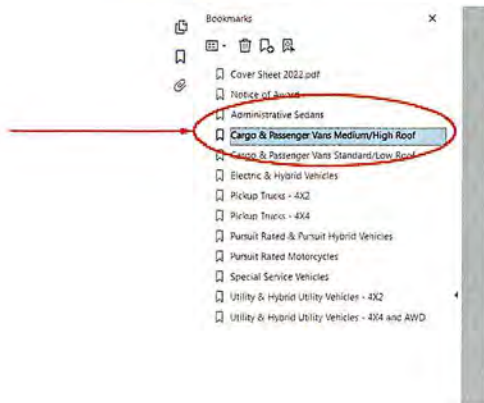
3. Click on the flag icon on the left-hand side of your screen.



4. A Table of Contents will appear to the left of your document. Select the item group that you are looking for. The document should automatically skip to the section clicked on.



How To Navigate the Full Award Document



FSA22-VEL30.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Cargo & Passenger Vans Medium/High Roof

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
- ENGINE: Manufacturer's standard gas engine, alternator, battery and cooling package.
- TRANSMISSION/AXLES: Manufacturer's standard automatic transmission; Manufacturer's standard drive axle ratio for engine and transmission combination.

Bid Award**Contract:** FSA23-EQU21.0, Equipment**Group:** Generator: 60kW Stationary**Item:** 185, Tradewinds, T60, T60

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tradewinds Power Corp.	\$55,991.00	Build	Options
Northern	Primary	Tradewinds Power Corp.	\$55,991.00	Build	Options
Central	Primary	Tradewinds Power Corp.	\$55,991.00	Build	Options
Southern	Primary	Tradewinds Power Corp.	\$55,991.00	Build	Options



TRADEWINDS[®]

POWER CORP

FLORIDA SHERIFFS
ASSOCIATION BID:
FSA23-EQU21.1 SPEC. NO. 185
60KW STATIONARY GENERATOR SET

Row	Spec. Number	Code	Description	Price - All Zones
1	185	T14-UL-FS	Credit - Downgrade to a 14kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 ph; properly sized UL breaker with shunt trip; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 70 dB(A) @ 21 ft; 50 gal UL 142 subbase fuel tank. Non-proprietary unit.	(\$12,444)
2	185	T20-UL-FS	Credit - Downgrade to a 20kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 ph; properly sized UL breaker with shunt trip; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 70 dB(A) @ 21 ft; 50 gal UL 142 subbase fuel tank. Non-proprietary unit.	(\$11,535)
3	185	T30-UL-FS	Credit - Downgrade to a 30kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 ph; properly sized UL breaker with shunt trip; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 70 dB(A) @ 21 ft; 75 gal UL 142 subbase fuel tank. Non-proprietary unit.	(\$8,540)
4	185	T56-UL-FS	Upgrade- Downgrade to a 56kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 ph; properly sized UL breaker with shunt trip; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 70 dB(A) @ 21 ft; 150 gal UL 142 subbase fuel tank.	\$1,783
5	185	T80-UL-FS	Upgrade - Upgrade to a 80kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 ph; properly sized UL breaker with shunt trip; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 70 dB(A) @ 21 ft; 150 gal UL 142 subbase fuel tank. Non-proprietary unit.	\$7,985
6	185	T20-TTP-UL-FS	Upgrade - Upgrade to a TOTAL PAC 20kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 ph; mainline circuit breaker; properly sized UL breaker with shunt trip; sound attenuated, 70 dB(A) @ 21 ft; 120 gal UL 142 subbase fuel tank. Non-proprietary unit.	\$8,290
7	185	T30-TTP-UL-FS	Upgrade - Upgrade to a TOTAL PAC 30kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 ph; mainline circuit breaker; incorporated transfer switch with stainless steel service disconnectors; marine grade aluminum enclosure, sound attenuated, 70 dB(A) @ 21 ft; 120 gal UL 142 subbase fuel tank. Non-proprietary unit.	\$13,491
8	185	T56-TTP-UL-FS	Upgrade - Upgrade to a TOTAL PAC 56kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 ph; mainline circuit breaker; incorporated transfer switch with stainless steel service disconnectors; marine grade aluminum enclosure, sound attenuated, 70 dB(A) @ 21 ft; 150 gal UL 142 subbase fuel tank. Non-proprietary unit.	\$29,937
9	185	T65-TTP-UL-FS	Upgrade - Upgrade to a TOTAL PAC 65kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 ph; mainline circuit breaker; incorporated transfer switch with stainless steel service disconnectors; marine grade aluminum enclosure, sound attenuated, 70 dB(A) @ 21 ft; 150 gal UL 142 subbase fuel tank. Non-proprietary unit.	\$46,897
10	185	T80-TTP-UL-FS	Upgrade - Upgrade to a TOTAL PAC 80kW UL 2200 listed generator package with EPA compliant 1800 rpm diesel engine; 1 or 3 ph; mainline circuit breaker; incorporated transfer switch with stainless steel service disconnectors; marine grade aluminum enclosure, sound attenuated, 70 dB(A) @ 21 ft; 150 gal UL 142 subbase fuel tank. Non-proprietary unit.	\$49,897
11	185	TG30-UL-FS	Credit - Downgrade to a Natural Gas or Propane 30kW UL 2200 listed generator package with EPA compliant engine, 1800 rpm; 1 or 3 ph; 80A breaker; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 65 db.(A) @ 21 ft; aluminum subbase. Non-proprietary unit.	(\$10,225)



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FSA23-EQU21.1 SPEC. NO. 185
60KW STATIONARY GENERATOR SET

Row	Spec. Number	Code	Description	Price - All Zones
12	185	TG45-UL-FS	Credit - Downgrade to a Natural Gas or Propane 45kW UL 2200 listed generator package with EPA compliant engine, 1800 rpm; 1 or 3 ph; 200A breaker; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 65 db.(A) @ 21 ft; aluminum subbase. Non-proprietary unit.	(\$1,535)
13	185	TG60-UL-FS	Upgrade- Upgrade to a Natural Gas or Propane 60kW UL 2200 listed generator package with EPA compliant engine, 1800 rpm; 1 or 3 ph; 300A breaker; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 65 db.(A) @ 21 ft; aluminum subbase. Non-proprietary unit.	\$4,560
14	185	TG80-UL-VP-FS	Upgrade - Upgrade to a Propane 80kW UL 2200 listed generator package with EPA compliant engine, 1800 rpm; 1 or 3 ph; 300A breaker; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 65 db.(A) @ 21 ft; aluminum subbase. Non-proprietary unit.	\$27,841
15	185	TG80-UL-NG-FS	Upgrade - Upgrade to a Natural Gas 80kW UL 2200 listed generator package with EPA compliant engine, 1800 rpm; 1 or 3 ph; 300A breaker; NFPA 110 control panel; marine grade aluminum enclosure, sound attenuated, 65 db.(A) @ 21 ft; aluminum subbase. Non-proprietary unit.	\$23,469
16	185	TENG-FS	Net Cost Adder - Change bid prime mover to alternate engine manufacturer with equal specifications, horsepower and emission certification. 3% of basic selected model price.	3%
17	185	T1PH-FS	Net cost adder for 1 Ph upgrade. 5% of the basic selected model price.	5%
18	185	TREG-01-FS	Net Cost Adder - Supply and install Digital Voltage Regulator for 3 ph sensing with PMG. 3 Ph units only	\$1,472
19	185	TREG-02-FS	Net Cost Adder - Supply and install Electronic Voltage Regulator for 1 Ph units with PMG.	
20	185	TGSHEAT-FS	Net Cost Adder - Space heater, 240/120V, to prevent accumulation of moisture and condensation in the AC alternator insulation.	\$773
21	185	TVPI-FS	Net Cost Adder - Harsh duty alternator upgrade, with reinforced windings, fully encapsulated exciter stator, heavy duty rectifier. Up to 600kw. 1% of basic selected model price.	1.0%
22	185	TSCD-02-FS	Net Cost Adder - Control Panel for Supervisory Controls and Data Acquisition (SCADA) with dry contacts interface on NEMA box	\$1,704
23	185	TSCD-01-FS	Net Cost Adder - Design, Engineer, and supply Supervisory Controls and Data Acquisition (SCADA) system to remotely monitor, control and provide analytical data of a pumping station. Price includes all material except computer and monitors.	\$27,833
24	185	TRMA-03-FS	Net Cost Adder - Supply NFPA 110 compliant generator remote annunciation panel, Flush or Surface mount type. Shipped loose.	\$1,041
25	185	TBGPB-04-FS	Net Cost Adder - Supply Emergency break glass push button mounted in a NEMA 3R box. Shipped	\$837
26	185	T100%BRK-FS	Net Cost Adder - 100% rated mainline circuit breaker; up to 250 A.	\$1,579
27	185	T100%BRK01-FS	Net Cost Adder - 100% rated mainline circuit breaker 300 A through 800 A.	\$2,728
28	185	TAUXBRK-FS	Net Cost Adder - Auxiliary switch and alarm for circuit breakers	\$722
29	185	T2BCHNFPA-FS	Net Cost Adder - Battery Charger MicroGenius 300 series; NFPA 110 regulatory compliance; 2 alarms; selectable 12/10A, 12/24 VDC output, 90-265 VAC, 50/60Hz; up to 93 percent efficiency. LCD display.	\$2,073
30	185	T5BCHNFPA-FS	Net Cost Adder - Battery Charger MicroGenius 300 series; NFPA 110 regulatory compliance; 5 alarms; selectable 12/10A, 12/24 VDC output, 90-265 VAC, 50/60Hz; up to 93 percent efficiency. LCD display.	\$2,338
31	185	T63DBA-A-FS	Net Cost Adder- Upgrade aluminum enclosure to meet 63dBA at 21 ft. Diesel units, Total pac excluded. 9-30kW	\$4,130



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**FLORIDA SHERIFFS
ASSOCIATION BID:
FSA23-EQU21.1 SPEC. NO. 185
60KW STATIONARY GENERATOR SET**

Row	Spec. Number	Code	Description	Price - All Zones
32	185	T63DBA-B-FS	Net Cost Adder- Upgrade aluminum enclosure to meet 63dBA at 21 ft. Diesel units, Total pac excluded. 56-100kW	\$5,221
33	185	DELETE-A-FS	Credit - Remove aluminum weather enclosure and subbase fuel tank, from 9 - 30kW packages, and add steel subbase. Muffler, flex connector, rain cap ship loose.	(\$9,778)
34	185	DELETE-B-FS	Credit - Remove aluminum weather enclosure and subbase fuel tank, from 31 - 80kW packages, and add steel subbase. Muffler, flex connector, rain cap ship loose.	(\$12,394)
35	185	T-100Atank-FS	Net Cost Adder - Upgrade included subbase fuel tank to a 100 gal.	\$1,200
36	185	T-200Atank-FS	Net Cost Adder - Upgrade included subbase fuel tank to a 200 gal.	\$2,532
37	185	T-200Btank-FS	Net Cost Adder - Upgrade included subbase fuel tank to a 200 gal with anti-spill containment package.	\$1,296
38	185	T-300Btank-FS	Net Cost Adder - Upgrade included subbase fuel tank to a 300 gal with anti-spill containment package.	\$2,369
39	185	T-500Btank-FS	Net Cost Adder - Upgrade included subbase fuel tank to a 500 gal with anti-spill containment package	\$5,767
40	185	T-200ATTPtank-FS	Net Cost Adder - Upgrade included subbase fuel tank to a 200 gal with anti-spill containment package.	\$1,310
41	185	T-300ATTPtank-FS	Net Cost Adder - Upgrade included subbase fuel tank to a 300 gal.	\$2,793
42	185	T-150BTTPFDtank-FS	Net Cost Adder - Upgrade included subbase fuel tank to a 150gal with anti-spill containment package.	\$2,202
43	185	T-300BTTPtank-FS	Net Cost Adder - Upgrade included subbase fuel tank to a 300 gal.	\$3,849
44	185	T-300BTTPFDtank-FS	Net Cost Adder - Upgrade included subbase fuel tank to a 300 gal with anti-spill containment package.	\$8,943
45	185	T-500BTTPtank-FS	Net Cost Adder - Upgrade included subbase fuel tank to a 500 gal with anti-spill containment package	\$10,683
46	185	T-DTNK100-FS	Net Cost Adder - 100 gal day tank, 1/3 hp motor, 115V, 1Ph, 60Hz, high/low alarm and remote signal, solenoid valve; high fuel level shutdown; leak detector; check valve; control panel, UL listed, NEMA 3R.	\$18,130
47	185	T-DTNK200-FS	Net Cost Adder - 200 gal day tank, 1/3 hp motor, 115V, 1Ph, 60Hz, high/low alarm and remote signal, solenoid valve; high fuel level shutdown; leak detector; check valve; control panel, UL listed, NEMA 3R.	\$23,598
48	185	TPOL-FS	Net Cost Adder - Supply and install diesel fuel polishing system 54 gph with N3R enclosure.	\$12,371
49	185	TPOL1-FS	Net Cost Adder - Supply and install diesel fuel polishing system 180 gph.	\$21,418
50	185	T100LB-FS	Net Cost Adder-100KW 480V,93KW 240V Resistive Load Bank, Suitcase type ASCO 2705 Series. Digital control toggle switch operating with LED indicating lights.	\$22,434
51	185	T265LB-FS	Net Cost Adder-265KW 480V,257KW 240V Resistive Load Bank, Suitcase type ASCO 2705 Series. Digital control toggle switch operating with LED indicating lights.	\$37,374
52	185	TQCP-400S-FS	Net Cost Adder - Pad mounted docking station for single purpose only rated for 400A, in accordance with NEC 700.3 requirements. N3RX, UL 1008.	\$12,337
53	185	TQCP-800S-FS	Net Cost Adder - Pad mounted docking station for single purpose only rated for 800A, in accordance with NEC 700.3 requirements. N3RX, UL 1008.	\$13,250
54	185	TQCP-400D-FS	Net Cost Adder - Pad mounted docking station for dual purpose rated for 400A, in accordance with NEC 700.3 requirements. N3RX, UL 1008.	\$22,571
55	185	TQCP-600D-FS	Net Cost Adder - Pad mounted docking station for dual purpose rated for 600A, in accordance with NEC 700.3 requirements. N3RX, UL 1008.	\$24,699

3 of 4

Tradewinds Contact Person: Paul Staples
pstaples@tradewindspower.com

February 12, 2026

Phone: 800.223.3289
www.tradewindspower.com



FLORIDA SHERIFFS
ASSOCIATION BID:
FSA23-EQU21.1 SPEC. NO. 185
60KW STATIONARY GENERATOR SET

Row	Spec. Number	Code	Description	Price - All Zones
56	185	IT100-150-FS	Credit - Downgrade 100-150amp Service, 1ph or 3 ph installation of generator set, not to exceed 50 ft away from building. Includes concrete pad, permits, setting and start up. Cost per amp.	(\$55,802)
57	185	IT151-200-FS	Credit - Downgrade 151-200amp Service, 1 ph or 3 ph installation of generator set, not to exceed 50 ft away from building. Includes concrete pad, permits, setting and start up. Cost per amp.	(\$55,816)
58	185	IT201-400-FS	Credit - Downgrade 201-400amp Service, 1 ph or 3 ph installation of generator set, not to exceed 50 ft away from building. Includes concrete pad, permits, setting and start up. Cost per amp.	(\$55,826)
59	185	IT401-600-FS	Credit - Downgrade 401-600amp Service, 1 ph or 3 ph installation of generator set, not to exceed 50 ft away from building. Includes concrete pad, permits, setting and start up. Cost per amp.	(\$55,802)
60	185	IT601-800-FS	Credit - Downgrade 601-800map, 1 ph or 3 ph installation of generator set, not to exceed 50 ft away from building. Includes concrete pad, permits, setting and start up. Cost per amp.	(\$55,816)
61	185	IT801-1200-FS	Credit - Downgrade 801-1200amp Service, 1 ph or 3 ph installation of generator set, not to exceed 50 ft away from building. Includes concrete pad, permits, setting and start up. Cost per amp.	(\$55,826)
62	185	TMAIN-1-FS	Net Cost Adder - One (1) maintenance trip for 9 - 200kW packages to change oil, oil filter, and fuel filters. Inspect/check operation.	\$1,828
63	185	T-SERV-FS	Net Cost Adder -SERVICE JOB :Modification of new or existing equipment as requested by the customer. Evaluation and troubleshooting, component replacement, system testing, and upgrades as applicable. Parts not included. Standard Field Service or Standard Shop Labor -in house, PER HOUR (In and Out freight not included).	\$185
64	185	5yr - FS	Net Cost Adder - Add 5 year, 5000 hour standby power extended warranty to include 1800 rpm engine; alternator, breaker, control panel, Enclosure. subbase fuel tank excluded. Price is 5% of total purchase price.	5%
65	185	CCP - FS	Net Cost Adder - Payment made by Credit Card, 4% fee of total purchase.	4%

SPECIFICATION SHEET

Fuel	Rating	kW	kVA
DIESEL	Intermittent	30.0	37.5
	Continuous	27	21.6
Amperage	208 volt	90 (Standby)	
12-wire voltages: 1P = 120/240; 3P = 120/208, 120/240, 480/277			

Rating Definitions: Rated for 1800 rpm.

Standby ratings are applicable for the duration of any power outage. No overload is available at these ratings. Prime ratings are continuous per BS 5514, DIN 6271, ISO3046 & IEC 34-1. Overload capacity on prime-power ratings is 10% for one hour in each twelve hours of operation. All single phase ratings are based on a 1.0 power factor, three (3) phase ratings based on a 0.8 power factor. Ratings are established based on 85°F (29°C) and an elevation of 1,000 feet (305 meters).

STANDARD FEATURES:

Tradewinds Power Corp Total PACs are UL2200 approved self contained standby generators packages complete with mounted transfer switch, base fuel tanks, utility and service outlet distribution panels. All our systems and components are prototyped, assembled and tested within a purpose built packaging, manufacturing, and test facility.

Engine:

- Perkins 404D-22TG diesel engine
- Heavy duty rated for continuous prime power operation
- Cooling system capable of operation at 120°F ambient
- The 404D utilizes the latest diesel mechanical controlled fuel system technology. This allows the 404D-22TG to deliver high power density and excellent fuel economy with low exhaust emissions and minimum heat rejection
- The 404D has been designed to be worldwide fuel tolerant, and 5% bio-fuel (RME) options are available to meet local market needs
- Mounted air filter and turbocharger
- Wet cast iron sump with filler and dipstick
- Thermostatically controlled jacket water heater

Alternator:

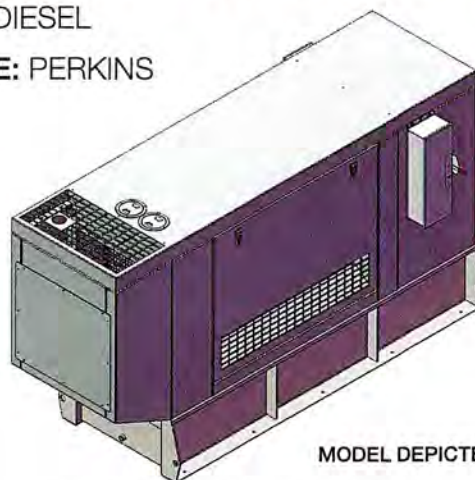
- Marathon 4-pole, 12-wire brushless generator, single bearing
- Alternators are oversized with volts per hertz tracking with PMG for enhanced motor starting for engineers to standard on one package
- Superior voltage waveform achieved by a 2/3 pitch and skewed rotor.
- Vacuum-impregnated windings with fungus-resistant epoxy for dependability and long-life
- Sustained short-circuit capability enabling down-line circuit breakers to trip without collapsing the generator field

Starting System:

- 12-VDC Starter
- Engine mounted Battery Charging Alternator
- Battery Cables and Rack along with Grounding Strap

Enclosure and Arrangement of Complete Assembly:

- Engine and generator close coupled mounted on vibration isolators
- Weather Protective Enclosure constructed of Marine Grade Aluminum 0.125 thickness, SS Hardware, white powder coat paint finish on both sides, sound Insulation resistant to high temperatures, fuel and oil hinged / removable / keyed alike doors
- Residential rated interior mounted exhaust silencer kit
- Vertical radiator and exhaust discharge
- Oil & Coolant Drain Lines with Brass Ball Check Valves
- UL 142 Fuel Tank, sub base mounted, double wall, Carbon steel constructed, with normal and emergency vents; Fuel sender, fuel filler neck with manual gauge.
- 175mph wind load rating

MODEL: TP30TP
TOTAL-PAC UL2200 STANDBY SYSTEMS
FUEL: DIESEL
ENGINE: PERKINS

MODEL DEPICTED: TP30TP

AUTOMATIC ENGINE CONTROLLER DGC2020:

- Automatic engine controller with analog display of all functions
- Microprocessor Based, Navigation key with large LCD display
- SAE J1939 CANBUS Communication
- Event Recording
- Transfer Switch Control (main failures)
- Alternator Protection: under/over voltage, under/over frequency
- Engine Protection: Low oil pressure, High coolant temperature, Over speed & over crank, Sender Unit failure, Fuel Leak / Fuel sender Failure, Battery Charger Failure
- All protections are programmable as Alarms or Pre-alarms
- Metering (ample range): Volts, Current, Hz, Watts, VA, Pf, Oil Pressure, Coolant Temperature, RPM, DC Volts, Fuel Level, Engine running time
- Engine Control with Timers
- External remote start input (on or off load)
- 16 programmable contact inputs - 7 Contact outputs

SCADA interface points:

- Load fuel
- Low battery charging voltage
- Engine running
- Common engine alarm
- Switch in Emergency Position


DGC-2020 DIGITAL CONTROLLER

OPTIONAL EQUIPMENT:

- NEMA 4X disconnect boxes
- Low coolant level switch
- Water separator fuel filter
- Space heater
- Generator drip covers
- 17-light remote annunciator panel

WARRANTY:

- Complete package supplied with 2-year unlimited warranty
- TPC gives customers the facility to service non-propriety equipment directly, even within the warranty period with a TPC approval #

The manufacture reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

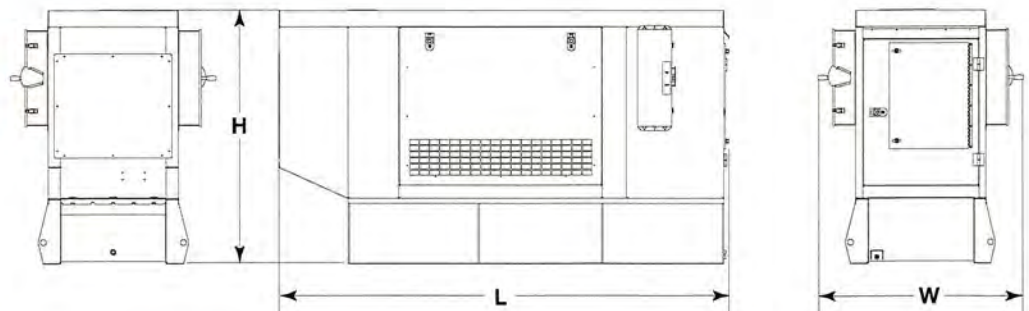
TOTAL-PAC UL2000 STANDBY GENERATORS

ENGINE SPECIFICATION:	
Manufacturer	Perkins
Model	404D-22TG
Emissions	EPA Tier 4 Interim
Engine speed (rpm)	1800
Nominal Engine hp 1800rpm	44.7
Cylinder arrangement	Vertical, in-line
Combustion system	Indirect Injection
Aspiration	Turbo charged
Engine type	Diesel
Diesel Fuel Grade	ASTM D975 D2
Number of Cylinders	4
Displacement in ³ (liters)	135 (2.216)
Bore and Stroke inches (mm)	3.3 x 3.9 (84 X 110)
Cooling	Water-cooled
Governor	Electronic
Starting aids	Glow Plugs
Compression ratio	23.3:1
Air cleaner type	Medium duty dry type
Exhaust Silencer dBA	78dBA
Fuel Filter	Full flow with water separator
COOLING SYSTEM FOR OPERATING AT 120°F AMBIENT:	
Cooling System	Water-cooled
Engine Coolant Capacity gals (Liters)	2.47 (9.32)
Fan	Belt driven pusher fan
Radiator	Engine mounted
Coolant grade	TBA
LUBRICATING SYSTEM:	
Total lubricating capacity gals (Liter)	2.81 (10.6)
Recommended lubricating oil grade	SAE 15W40
Oil consumption at full load	< 0.1% of fuel consumption
Maximum Allowable Oil Temperature F (C)	250 (121)
ENCLOSURE AND ARRANGEMENT OF COMPLETE ASSEMBLY:	
Coupling	Close coupled to flywheel flange
Enclosure	Aluminum for weather protection
Base arrangement	Rigid steel base frame with AVMS
Fuel Tank with full spill containment	UL double wall base mounted

ENGINE ELECTRICAL SYSTEM:	
Starting motor voltage	12 volt
Charger	65 A Alternator with DC output
Wet Cell Battery	Lead Acid
ALTERNATOR:	
Configuration	Brushless, 12-wire, 4-pole
Frequency	60 Hz
Voltage regulation	+ / - 1%, V/Hz, Electronic, EMI filtered
No load to full load voltage regulation	+/- 2%.
Coupling	SAE Adapter, Flexible Disc, Direct
Bearing	Single
Manufacturer	Marathon
Model	TBA
Load acceptance	One Step, 100% per NFPA 110
Compliance	NEMA, IEEE & ANSI for temp. rise
Construction	Self ventilated drip-proof
FUEL CONSUMPTION: Gals/Hour (Liters/hour)	
Standby	2.48 (9.3)
Prime Power	2.21 (8.3)
75%	1.65 (6.2)
50%	1.31 (4.9)
25%	TBA
TRANSFER SWITCH:	
Amperage	100A
Integrated Automatic Transfer switch, UL1008, rear side mounted; ATC300 digital controller; Double throw, mechanically interlocked transfer mechanism. Auxiliary relay contacts; Switch position indication contacts; Under/ Over Voltage & Frequency; 3Ph rotation protection, voltage unbalance/loss; Pre transfer signal contact; Seven field programmable time delays; Plant exerciser; System test push button	
CONTROL PANEL SPECIFICATIONS:	
Model	DGC2020
Microprocessor based	Navigation key & large LCD display
Operating power	Nominal 12-24 VDC
Consumption	14.2W run mode
Remote communication capability	Optional
UTILITY AND LOAD CONNECTION PANELS: (One per side standard, or one side option)	
Load Service Disconnect	UL rated Nema3R box
Utility Service Disconnect	UL rated Nema3R box

DIMENSIONS & ARRANGEMENT DRAWING MODEL: TP30TP

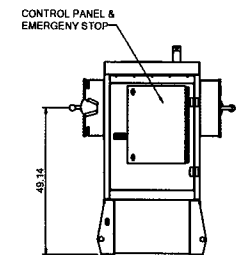
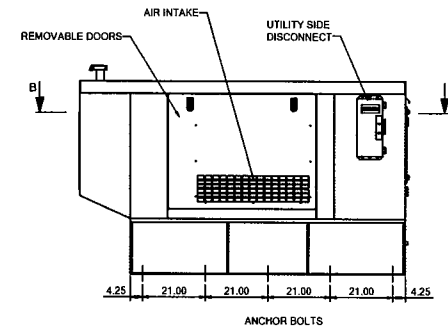
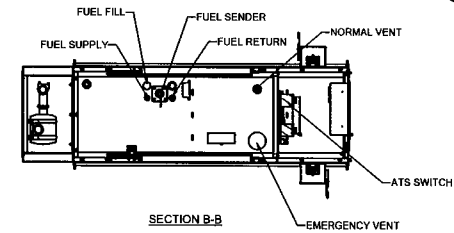
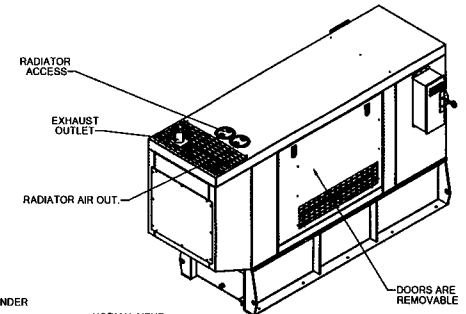
KEY DIMENSIONS AND WEIGHT		
Description	Key	Inches
Height	H	62.00
Length	L	109.50
Width	W	43.34
Dry Weight lbs (Kg)		2272 (1032)



TOTAL PAC GENERATOR SET:

FEATURE:

- BREAKER BOX DETAILS WITOUT DOOR**
(TYPICAL LOAD AND UTILITY)



File Name : TP-30 TTP



Melbourne City Council
August 11, 2026
City Manager's Item Report

Department:	Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.9.b.

Subject:

Purchase of seven replacement Variable Frequency Drives, for D.B. Lee and Grant Street Water Reclamation Facilities.

Background/Consideration:

The seven (7) replacement Variable Frequency Drives (VFDs) are integral to the wastewater treatment system as they allow for the monitoring, control and safe operation of all associated equipment. The VFDs will be programmed and integrated into the existing Supervisory Control and Data Acquisition (SCADA) system by Rexel USA, Inc. as part of this purchase. All the VFDs at the Water Reclamation facility are Allen-Bradley/Rockwell Automation equipment. Rexel USA, Inc. is the sole source for Allen-Bradley/Rockwell Automation equipment. Price includes freight and warranty of one year. Lead time for delivery is 10 to 12 weeks.

Contract/Solicitation:

This is a sole source purchase. A completed sole source form is attached.

Fiscal/Budget Impact:

Funding is available in operating account 63100535-564000 - Water Reclamation-Machinery and Equipment.

Requested Action:

Approval of purchase of seven replacement variable frequency drives, for D.B. Lee and Grant Street Water Reclamation Facilities, Rexel USA, Inc., Melbourne, FL - total estimated cost of \$383,777.

DB Lee / Reuse Distribution (3) VFDs: PF 700 to PF 755TS Drive Conversion

FIXED PRICE PROPOSAL

City of Melbourne WWTP
Florida

30616890.1
July 9, 2026

Presented to:
Kyle Buchanan, Joe Lapan, & Daniel Barnes
City of Melbourne WWTP

Melbourne, FL
USA

Proposed by:
Rexel USA, Inc.
585 Distribution Dr
Suite3
Melbourne, FL 32904



Rockwell Automation Inc.
1201 S 2nd St
Milwaukee, WI 53204
USA

expanding **human** possibility[®]





**Rockwell
Automation**

DB Lee / Reuse Distribution (3) VFDs: PF 700 to PF 755TS Drive Conversion

Fixed Price Proposal

30616890.1

Rexel # 3078437

Main Points of Contact

City of MELBOURNE WWTP	Primary Contact Name: Daniel Barnes Position: Project Manager Phone: Email: daniel.barnes@mlbfl.org
Rexel USA, Inc.	Primary Contact Name: Tyler Redding Position: Account Manager Phone: 407-487-9665 Email: tyler.redding@rexelusa.com
Rockwell Automation	Primary Contact Name: Randy Hampton Position: Application Consultant Phone: 925-973-8734 Email: rlhampto@ra.rockwell.com Additional Contact Name: Position: Phone: Email:

Revision History

Date:	Description of change:	Edited by:	Revision:
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1 Rockwell Automation Statement of Work¹

This DB Lee / Reuse Distribution (3) VFDs: PF 700 to PF 755TS Drive Conversion proposal is offered to Rexel USA, Inc. for resale to City of Melbourne WWTP ("Customer").

1.1 DB Lee / Reuse Distribution (3) VFDs: PF 700 to PF 755TS Drive Conversion Solution Statement of Work Summary

Rockwell Automation will provide the following services for DB Lee / Reuse Distribution (3) VFDs: PF 700 to PF 755TS Drive Conversion project for City of Melbourne WWTP located in Melbourne, FL.

- Rockwell VFD hardware to replace existing VFD (x3)
- Installation Engineering Services
 - Installation schematics and connections diagrams
- Hardware installation
- LV VFD Startup Services

1.1.1 Basis for Statement of Work

The following details the information used as a basis for this Statement of Work:

Reference	Date	Description
R1	02-05-2026	Request for quote

1.1.2 Solution Description

The solution provided will be based on Rockwell Automation's standard system and deliverable services.

This proposal is for the following (3) VFDs upgrades:

- **(1) PowerFlex 755TS 250HP HD**
 - (1) new VFD PF755TS retrofit
 - This VFD will replace (1) existing PF700 for Reuse Pump #1, within the existing enclosure.
- **(1) PowerFlex 755TS 250HP HD**
 - (1) new VFD PF755TS retrofit
 - This VFD will replace (1) existing PF700 for Reuse Pump #2, within the existing enclosure.
- **(1) PowerFlex 755TS 250HP HD**
 - (1) new VFD PF755TS retrofit
 - This VFD will replace (1) existing PF700 for Reuse Pump #3, within the existing enclosure.

Notes:

With the investment of a Low Voltage VFDs (Variable Frequency Drives), verification of the installation and functionality is critical to ensure that the return on investment in the purchase is seen. With Low Voltage VFDs Start Up and Commissioning services from Rockwell Automation, it can be confirmed that the critical criteria of the installation and functionality is maintained.

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1.1.3 Equipment

The following equipment is included in this Statement of Work.

Item F1 - Retrofit Drive Solution:

Aerator #2		
Item	Qty	Description
1	3	PF755TS 250HP HD: PowerFlex 755TS AC Drive, with dual Embedded Ethernet/IP, Standard Protection, Forced Air, DC Input with Precharge, IP20/IP00, NEMA/UL Open Type, 480 VAC, 3 PH, 361 Amps, 300HP ND, 250HP HD, CM Jumper Installed, DB Transistor, Blank (No HIM), Frame 7
2	3	PF750-115V I/O Module-2AI,2AO,6DI,2RO
3	3	PowerFlex Architecture Class Remote Enhanced HIM, NEMA 4x12
4	3	PowerFlex 750TS Kit, DC Fuse for Short Circuit Only Protection, 700 DC Amps, 400/480V, Size NH3
5	3	PF750TS Kit, NH3 fuse holder
6	3	PowerFlex 755TS Flange-Mount Adapter Accessory Kit Frame 7

Notes:

- For item F2, Retrofit solution, products will be provided loose.

1.1.4 Rockwell Automation LV VFD Startup Services

The LV VFD Startup and Commissioning Services includes the activities below (may vary depending on the type and features of the VFDs).

1.1.4.1 PowerFlex PF755TS families

a. Power Off Checks

- a.1. Recording of VFD Designation ID
- a.2. Recording of VFD Nameplate Information
- a.3. Recording of VFD Installed Options
- a.4. Recording / validation of Motor Nameplate (if accessible)
- a.5. Recording / validation of Feedback Device Nameplate Information (if required/accessible)
- a.6. Recording / validation of power source and grounding type
- a.7. Visual inspection of VFD environment.
- a.8. Inspection of VFD hardware and installation
 - a.8.1. Removal of VFD covers and inspection for component damage
 - a.8.2. Examination of all power terminations; ensuring connections are secure
 - a.8.3. Examination of all I/O wiring terminations; ensuring connections are secure
 - a.8.4. Verification / recording of VFD power jumpers are properly installed per Rockwell Automation specifications
 - a.8.5. Verification / recording of additional VFD / option jumper settings
 - a.8.6. Verification of control fuses / breaker size as per electrical drawings
 - a.8.7. Verification of control fusing functionality
 - a.8.8. Verification of power fusing / breaker size as per electrical drawings
 - a.8.9. Verification of power control fusing functionality
- a.9. Verification of correct grounding within installation
 - a.9.1. VFD grounding
 - a.9.2. Motor grounding
 - a.9.3. Motor cable shield / conduit grounding (if applicable)
 - a.9.4. Signal cable shield grounding (if applicable)
- a.10. Performing / recording of power module checks / measurements



- a.10.1. Rectifier forward bias diode test
- a.10.2. Rectifier reverse bias diode test
- a.10.3. Inverter forward bias diode test
- a.10.4. Inverter reverse bias diode test
- a.10.5. Reviewing and noting any changes to wiring — compare actual wiring to installed
- b. Power On — Standby Testing**
 - b.1. Power on observations
 - b.1.1. Verification all status indicators and LEDs on VFD for proper state
 - b.1.2. Verification of HIM displays are functioning/displaying proper information (if applicable)
 - b.1.3. Verification of cooling fans operation
 - b.2. Measurement checks
 - b.2.1. Measuring / recording of incoming phase-to-phase AC line voltage
 - b.2.2. Measuring / recording of incoming Phase to Ground AC Line Voltage
 - b.2.3. Measuring / recording of DC Bus voltage
 - b.2.4. Measuring / recording of control voltage (If 120VAC, Verify grounded neutral)
 - b.2.5. Measuring / recording of power supply levels (if test points available)
 - b.3. Programming and configuration of VFD parameters appropriate for application
 - b.4. VFD Testing
 - b.4.1. Rotate Test
 - b.4.2. Autotuning
 - b.4.3. Inertia Tuning (if applicable)
- c. Power On — Functional Testing**
 - c.1. Measuring / recording of motor phase current. Verification of current phase balance.
 - c.2. Witnessing of VFD operation
 - c.3. Uploading and saving of VFD parameters to a file and HIM. Supply file to Customer.

1.1.5 Solution Services

This proposal includes the services described below to be executed at the site located in Melbourne, FL..

1.1.5.1 Engineering Services

- (3) PowerFlex 755TS 250HP HD (replacing existing)
 - Standard Rockwell Automation as shipped documentation, including:
 - Installation service report

1.1.5.2 Installation, Startup, Services

- (3) PowerFlex 755TS 250HP HD (replacing existing)
 - (1) Field Service Professional (FSP) resource
 - (1) Deployment visits to the customer site (1 visit per VFD)
 - (3) Consecutive weekdays estimated duration per VFD (3 days total).
 - Monday through Friday between the hours of 7:00a.m. and 6:00p.m. local time (excluding Rockwell Automation observed holidays), up to 10 (ten) hours per day.

General notes:

1. This proposal includes travel time and expenses (meals and lodging) for the period presented above. Additional expenses will be charged at cost plus 10% fee.
2. This proposal includes 3 (three) trips to the customer site. If additional trips or a different schedule are required due to standby time, scope change or any other unforeseen issue, extra time/trips will be charged based on Rockwell Automation DCR process.
3. Customer needs to schedule the services 4 (four) weeks in advance. Shorter notice may incur additional charges.



4. The devices must be fully installed and ready to service upon Rockwell Automation professional arrival at the site.
5. This proposal considers that all the devices are from Rockwell Automation products lines.

1.1.6 Schedule

The work will be scheduled on dates and at times which are agreeable to Customer and Rockwell Automation.
04 weeks advance notice is requested.

1.1.7 Delivery

Delivery is approximately **10 to 12 weeks** from Rockwell Automation acceptance of Purchase Order. Delivery is based on availability at time of purchase and is subject to change. Refer to the Customer Responsibilities section. Additional time and cost may apply if not complying with those requirements.

Note:

Unless otherwise specified in this proposal, Rockwell Automation and Customer shall mutually agree on a schedule at the Kick-Off Meeting for completing the services offered in the Statement of Work based on the following time periods:

- **For Proposals including equipment:** no later than 90 days after the delivery of the equipment.
- **For Proposals including labor only:** no later than 90 days after the Acceptance of the Purchase Order.

If the services are not completed within the above time periods or per the agreed schedule, Rockwell reserves the right to revise pricing or to terminate the Agreement in accordance with the Terms and Conditions of this Proposal.

1.1.8 Documentation

Rockwell Automation will provide the following, in up to (10) business days after the completion of on-site services:

- VFDs Commissioning Service Report

1.1.8.1 Document Acceptance

Customer will have (5) business days to review and provide a written response regarding project documentation that requires Customer approval. If a written response is not submitted to Rockwell Automation within (5) business days after the date the project documentation was emailed to Customer, the project documentation will be considered accepted by Customer. Customer-requested changes received after the specified (5) business day response period will impact the project by a day-for-day delay in schedule, and Customer may be subject to additional costs and changes to the project plan as a result of the delay.

1.1.9 Services Not Covered

The following items are **NOT** included in this Statement of Work.

- PLC Programming.
- Communication configuration or network infrastructure.
- Installation work outside this scope of work
- Structural, civil, piping, or mechanical designs and installation.
- Formal training or coaching sessions.
- Field modifications upgrades or Engineering changes.



- Any services not explicitly stated within this proposal.

1.2 Customer Responsibilities

1.2.1 Installation Services

Rockwell Automation shall provide removal and installation

1.2.2 Single Point of Contact

Customer will designate a representative that is authorized to act on the plant's behalf with respect to this project. This representative should have a working knowledge of the machinery and process and be available to Rockwell Automation personnel during working hours.

1.2.3 Maintenance, Electrical, and Operations Staff

Customer will provide appropriate personnel knowledgeable in the process, operation, and control system supplied to assist Rockwell Automation personnel.

1.2.4 Access to the System

Customer will make the process available to Rockwell Automation personnel during the mutually agreed upon schedule for the purpose of implementing the services and equipment described in this Statement of Work.

1.3 Assumptions, Clarifications, and Exceptions

The following assumptions, clarifications, and exceptions have been made by Rockwell Automation in the development of this Statement of Work, in addition to the notes already included throughout the proposal:

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
A1	Safety. All aspects of mechanical, electrical, and process safety are responsibilities of Customer.
A2	Mechanical Designs and Services. All electrical, structural, civil, piping, or mechanical designs and services are to be managed by Customer and their selected contractor(s) unless otherwise specified in this Statement of Work.
C1	Quotation Scope. This quotation includes only the hardware, software, and services that are specified in the Statement of Work.
C2	Documentation. All project and system documentation will be in English and furnished in electronic format unless otherwise stated. Translation into other languages is not included in this Statement of Work.
C3	Network Wiring. Rockwell Automation is not responsible for the supply or modification of network media and wiring between enclosures, buildings, and process areas.
C4	System Performance and Design. Rockwell Automation is a manufacturer of industrial control equipment that is component parts on machines or manufacturing systems designed by others. As the provider of control equipment or engineering services related to that equipment, Rockwell Automation's description of responsibility is limited to the individual controls of the system only. The overall performance and overall design of the machine or manufacturing system, including safety features and failure modes, are the responsibility of others and are not included in Rockwell Automation's Statement of Work. The services provided by Rockwell Automation are not the services of an Engineer of Record or Professional Engineer.
C5	RoHS. Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
C6	Hazardous Materials. Rockwell Automation is not responsible for the removal of or protection from hazardous materials.
C7	Existing Devices. Customer represents that any existing operator, machine-mounted, or field devices that are in use or are to be reused are in good working order and will be repaired or replaced by Customer when required. Repair and/or replacement of damaged devices is not included in Rockwell Automation's Statement of Work.
C8	Existing Equipment. Rockwell Automation is not responsible for electrical/mechanical adjustments, or changes/replacements to existing equipment required for advancing the process into a production status. This includes system performance consulting and support of equipment supplied by others that affects the performance of Rockwell Automation supplied equipment.
C9	Documented Change Request (DCR) Process. Changes to this scope of work requested by Customer throughout the duration of the project will be identified and communicated through project management at Rockwell Automation. Estimates for the material costs, labor, and schedule impacts will be prepared when a change in scope is identified. Refer to the change provision of the Terms and Conditions of Sale referenced in this Statement of Work.
C10	Customer or Site-Specific Requirements. This Statement of Work does not include Customer specific requirements or on-site activities such as Customer or site-specific safety training, background checks, health-related testing or vaccinations, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.
C11	Rigging and Handling. Rigging and handling to receive, store, move and set the Rockwell Automation supplied equipment is the responsibility of Customer. The equipment will be stored at Customer's facility in a mutually agreed upon area. A secure and dry area is required.
C12	Installation Services. Demolition, installation, and wiring services are included in this Statement of Work. Rockwell Automation Installation Services can be offered upon request at an additional expense.
C13	Optional Services. Extended warranties, additional training, additional engineering support, and other services are available upon request and are not included in this Statement of Work.
C14	Spare Parts. Spare parts are not included in this Statement of Work.
C15	On-site Working Hours. Standard Rockwell Automation working hours are Monday through Friday, 8:00 AM to 6:00 PM (first 8 hours/day). Hours not included in the scope of this Statement of Work and worked outside the standard working hours will be billed as follows: 1.5 Times Standard Rate - Saturdays and any hours exceeding eight (8) on a weekday or performed outside the standard working hours. 2.0 Times Standard Rate - Sundays and holidays
C16	Travel Time & Expenses. Travel time and expenses in excess of those which are included in this Statement of Work will be billed as follows: - Travel time to and from the jobsite is billed at the travel rate. - Overnight expenses (hotel and meals) are billed at the overnight rate. - Transportation, auto rental, phone, and miscellaneous expenses are billed at cost plus a 10% administrative handling fee.
C17	Stand-by Time. Stand-by time is defined as time spent on-site waiting for completion of customer activities. This includes, but is not limited to, waiting for correction of construction, installation, and wiring or piping errors, and other delays beyond the control of, or not within, Rockwell Automation's specific responsibilities. Stand by time will be invoiced separately at applicable time and expense rates.
C18	Infectious Disease Planning. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. We are committed to communicating with you about the impact that an infectious disease and any related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding. In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable to perform such obligations due to the effects of a known



Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
	infectious disease affecting Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.
C19	Work Site Safety. Customer is responsible for assuring a safe and secure work environment, compliant with relevant local, state, provincial, and nationally-recognized standards and regulations, for work at the site.
C20	Ethics and Compliance. All of Rockwell Automation's employees and every person who performs work for, or on behalf of Rockwell Automation are treated with respect and dignity. Rockwell Automation has a no-tolerance policy for discrimination, and harassment, and zero tolerance for workplace violence and weapons. Please see the PartnerNetwork Code of Conduct and the Rockwell Automation Global Policy People for further details. https://www.RockwellAutomation.com/en-us/company/about-us/sustainability/ethics-compliance.html
C21	Third Party Software. This Statement of Work may include third party software that is subject to third party license terms ("Third Party Software"). Customer's right to use such Third Party Software as part of or in connection with the Work is subject to any applicable acknowledgements and license terms accompanying such Third Party Software contained therein. If there is a conflict between the licensing terms of such Third Party Software and this Statement of Work, the licensing terms of the Third Party Software shall prevail in connection with the related Third Party Software.
C22	Information Security Standards In the performance of all Work pursuant to this Agreement and Statement of Work, Customer and Rockwell Automation will comply with the following standards and practices: 1. Data Transmission Customer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place using secure, industry acceptable, standards (e.g., password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, an encrypted file transfer service; physical media such as paper/DVD sent securely; or another equally secure means of transport). If Customer requires Rockwell Automation to use a Customer specified system, the security of the data in transit and at rest once sent from Rockwell Automation is Customer's sole responsibility. 2. Customer-Provided Hard Disk If Rockwell Automation personnel are required to use Customer-provided hard disks, Customer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry standard open source encryption solutions. The Customer must use commercially reasonable efforts to prevent the Customer-provided hard disk from introducing any malicious software into Rockwell Automation's systems. These efforts shall include, but are not limited to, the use of anti-virus and/or anti-malware and the regular deployment of security patches to remediate any vulnerabilities. 3. Remote Access Remote access by Rockwell Automation's personnel into Customer's control system(s) must be accomplished in accordance with either Customer or Rockwell Automation procedures, whichever is more stringent. If Customer requires Rockwell Automation personnel to use Customer-specified procedures, the security of the connection/session is Customer's sole responsibility, and Customer is solely responsible for logging activities of all users accessing the Customer's system.
C23	Cybersecurity for Solutions. Sub-contractors and/or third-party vendors will follow any applicable industry best practices and/or guidelines for cybersecurity and data protection with regard to IEC 62443 2-4.
C24	Personal Data. To the extent Rockwell Automation processes personal data in the performance of the services under this Statement of Work, such processing of personal data will be conducted in accordance with the Data Processing Addendum ("DPA") available at https://www.RockwellAutomation.com/en-us/company/about-us/legal-notice/data-processing-addendum.html .
C25	Customer Information. Pursuant to the Customer Information provision in this Statement of Work, Rockwell Automation will share with its authorized distributor partner of record the types of Customer Data described therein.
C26	Customer Success Publication. Sharing customer success stories helps position customers as leaders among companies pursuing excellence in their industrial operations. Customer agrees that Rockwell Automation can reference and disclose Customer's name and logo in internal and external



Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
	marketing materials and will share only the solutions and services purchased, Customer industry, location, and general results through a customer success story. Rockwell Automation will make no claims that Customer endorses the product or solution, and the success story will be used for marketing purposes only.
E1	This field intentionally left blank.

Table 1: Assumptions, Clarifications, and Exceptions

1.4 Rockwell Automation Commitment for Sales Through Distribution

The Rockwell Automation Commitment for Sales Through Distribution (the "Commitment Terms") found at <https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/commitment-for-sales-through-distribution.html> covers purchases by Distributor's customer ("Customer") from Distributor of the Products and Services described and integrated pursuant to this Statement of Work to be provided by Rockwell Automation, Inc. and/or its affiliates. The Commitment Terms apply directly to Customer and Rockwell Automation.

Accepted.

Customer: _____

Date: _____



2 Distributor Commercial Terms

2.1 Pricing Summary

Rexel USA, Inc.'s price is based on the Statement of Work set forth in Section 1 above. All prices are in USD. Quotation is valid for 30 days from date of issue.

DB Lee / Reuse Distribution (3) VFDs: PF 700 to PF 755TS Drive Conversion Solution per Quotation #30616890.1a		
Item	Description	Price
F1	Drive Retrofit Solution Retrofit (3) PF700 VFDs with PF755TS VFDs - Hardware and Labor - Use Existing Enclosures	\$171,489.00
Total (Rexel USA, Inc. Cost):		\$171,489.00

2.2 Invoicing Schedule

Description	Milestone	Payment Percentage
DB Lee / Reuse Distribution (3) VFDs: PF 700 to PF 755TS Drive Conversion Solution Freight	Milestone #1: Upon Completion of Commissioning	100% = \$171,489.00

2.3 Purchase Order Instructions

Rexel USA, Inc. Term Please email copy of Purchase order to Tyler Redding with Rexel Melbourne
- tyler.redding@rexelusa.com

2.4 Rexel USA, Inc. Terms and Conditions of Sale

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Seller reserves the right to pass through any changes in delivery date, price, scope and quantity of supply arising from actions of Seller's manufacturing partners or vendors and/or resulting from any Force Majeure event including any imposition of new or additional tariffs that occurs after the issuance of the quotation. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors or government agencies outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility". Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at <https://www.rexelusainc.com/terms/terms.html>

Full phone support at (888) 739-3577

Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays.

Grant Street Deep Well (3) VFDs PF 753 to PF 755TS Drive Conversion

FIXED PRICE PROPOSAL

City of Melbourne WWTP
Florida

30617116.1
July 9, 2026

Presented to:
Kyle Buchanan, Joe Lapan, & Daniel Barnes
City of Melbourne WWTP

Melbourne, FL
USA

Proposed by:
Rexel USA, Inc.
585 Distribution Dr
Suite3
Melbourne, FL 32904



Rockwell Automation Inc.
1201 S 2nd St
Milwaukee, WI 53204
USA

expanding human possibility®



Main Points of Contact

City of MELBOURNE WWTP	Primary Contact Name: Daniel Barnes Position: Project Manager Phone: Email: daniel.barnes@mlbfl.org
Rexel USA, Inc.	Primary Contact Name: Tyler Redding Position: Account Manager Phone: 407-487-9665 Email: tyler.redding@rexelusa.com
Rockwell Automation	Primary Contact Name: Randy Hampton Position: Application Consultant Phone: 925-973-8734 Email: rlhampto@ra.rockwell.com Additional Contact Name: Position: Phone: Email:

Revision History

Date:	Description of change:	Edited by:	Revision:
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1 Rockwell Automation Statement of Work¹

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Notes:

With the investment of a Low Voltage VFDs (Variable Frequency Drives), verification of the installation and functionality is critical to ensure that the return on investment in the purchase is seen. With Low Voltage VFDs Start Up and Commissioning services from Rockwell Automation, it can be confirmed that the critical criteria of the installation and functionality is maintained.

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1.1.3 Equipment

The following equipment is included in this Statement of Work.

Item F1 - Retrofit Drive Solution:

Aerator #2		
Item	Qty	Description
1	3	PF755TS 250HP HD: PowerFlex 755TS AC Drive, with dual Embedded Ethernet/IP, Standard Protection, Forced Air, DC Input with Precharge, IP20/IP00, NEMA/UL Open Type, 480 VAC, 3 PH, 361 Amps, 300HP ND, 250HP HD, CM Jumper Installed, DB Transistor, Blank (No HIM), Frame 7
2	3	PowerFlex Architecture Class Remote Enhanced HIM, NEMA 4x12

Notes:

- For item F2, Retrofit solution, products will be provided loose.

1.1.4 Rockwell Automation LV VFD Startup Services

The LV VFD Startup and Commissioning Services includes the activities below (may vary depending on the type and features of the VFDs).

1.1.4.1 PowerFlex PF755TS families

a. Power Off Checks

- a.1. Recording of VFD Designation ID
- a.2. Recording of VFD Nameplate Information
- a.3. Recording of VFD Installed Options
- a.4. Recording / validation of Motor Nameplate (if accessible)
- a.5. Recording / validation of Feedback Device Nameplate Information (if required/accessible)
- a.6. Recording / validation of power source and grounding type
- a.7. Visual inspection of VFD environment.
- a.8. Inspection of VFD hardware and installation
 - a.8.1. Removal of VFD covers and inspection for component damage
 - a.8.2. Examination of all power terminations; ensuring connections are secure
 - a.8.3. Examination of all I/O wiring terminations; ensuring connections are secure
 - a.8.4. Verification / recording of VFD power jumpers are properly installed per Rockwell Automation specifications
 - a.8.5. Verification / recording of additional VFD / option jumper settings
 - a.8.6. Verification of control fuses / breaker size as per electrical drawings
 - a.8.7. Verification of control fusing functionality
 - a.8.8. Verification of power fusing / breaker size as per electrical drawings
 - a.8.9. Verification of power control fusing functionality
- a.9. Verification of correct grounding within installation
 - a.9.1. VFD grounding
 - a.9.2. Motor grounding
 - a.9.3. Motor cable shield / conduit grounding (if applicable)
 - a.9.4. Signal cable shield grounding (if applicable)
- a.10. Performing / recording of power module checks / measurements
 - a.10.1. Rectifier forward bias diode test
 - a.10.2. Rectifier reverse bias diode test
 - a.10.3. Inverter forward bias diode test
 - a.10.4. Inverter reverse bias diode test
 - a.10.5. Reviewing and noting any changes to wiring — compare actual wiring to installed

b. Power On — Standby Testing

- b.1. Power on observations
 - b.1.1. Verification all status indicators and LEDs on VFD for proper state
 - b.1.2. Verification of HIM displays are functioning/displaying proper information (if applicable)
 - b.1.3. Verification of cooling fans operation
- b.2. Measurement checks
 - b.2.1. Measuring / recording of incoming phase-to-phase AC line voltage
 - b.2.2. Measuring / recording of incoming Phase to Ground AC Line Voltage
 - b.2.3. Measuring / recording of DC Bus voltage
 - b.2.4. Measuring / recording of control voltage (If 120VAC, Verify grounded neutral)
 - b.2.5. Measuring / recording of power supply levels (if test points available)
- b.3. Programming and configuration of VFD parameters appropriate for application
- b.4. VFD Testing
 - b.4.1. Rotate Test
 - b.4.2. Autotuning
 - b.4.3. Inertia Tuning (if applicable)

c. Power On — Functional Testing

- c.1. Measuring / recording of motor phase current. Verification of current phase balance.
- c.2. Witnessing of VFD operation
- c.3. Uploading and saving of VFD parameters to a file and HIM. Supply file to Customer.

1.1.5 Solution Services

This proposal includes the services described below to be executed at the site located in Melbourne, FL..

1.1.5.1 Engineering Services

- (3) PowerFlex 755TS 250HP HD (replacing existing)
 - Standard Rockwell Automation as shipped documentation, including:
 - Installation service report

1.1.5.2 Installation, Startup, Services

- (3) PowerFlex 755TS 250HP HD (replacing existing)
 - (1) Field Service Professional (FSP) resource
 - (1) Deployment visits to the customer site (1 visit per VFD)
 - (3) Consecutive weekdays estimated duration per VFD (3 days total).
 - Monday through Friday between the hours of 7:00a.m. and 6:00p.m. local time (excluding Rockwell Automation observed holidays), up to 10 (ten) hours per day.

General notes:

1. This proposal includes travel time and expenses (meals and lodging) for the period presented above. Additional expenses will be charged at cost plus 10% fee.
2. This proposal includes 3 (three) trips to the customer site. If additional trips or a different schedule are required due to standby time, scope change or any other unforeseen issue, extra time/trips will be charged based on Rockwell Automation DCR process.
3. Customer needs to schedule the services 4 (four) weeks in advance. Shorter notice may incur additional charges.
4. The devices must be fully installed and ready to service upon Rockwell Automation professional arrival at the site.
5. This proposal considers that all the devices are from Rockwell Automation products lines.

1.1.6 Schedule

The work will be scheduled on dates and at times which are agreeable to Customer and Rockwell Automation.

04 weeks advance notice is requested.

1.1.7 Delivery

Delivery is approximately **10 to 12 weeks** from Rockwell Automation acceptance of Purchase Order. Delivery is based on availability at time of purchase and is subject to change.

Refer to the Customer Responsibilities section. Additional time and cost may apply if not complying with those requirements.

Note:

Unless otherwise specified in this proposal, Rockwell Automation and Customer shall mutually agree on a schedule at the Kick-Off Meeting for completing the services offered in the Statement of Work based on the following time periods:

- **For Proposals including equipment:** no later than 90 days after the delivery of the equipment.
- **For Proposals including labor only:** no later than 90 days after the Acceptance of the Purchase Order.

If the services are not completed within the above time periods or per the agreed schedule, Rockwell reserves the right to revise pricing or to terminate the Agreement in accordance with the Terms and Conditions of this Proposal.

1.1.8 Documentation

Rockwell Automation will provide the following, in up to (10) business days after the completion of on-site services:

- VFDs Commissioning Service Report

1.1.8.1 Document Acceptance

Customer will have (5) business days to review and provide a written response regarding project documentation that requires Customer approval. If a written response is not submitted to Rockwell Automation within (5) business days after the date the project documentation was emailed to Customer, the project documentation will be considered accepted by Customer. Customer-requested changes received after the specified (5) business day response period will impact the project by a day-for-day delay in schedule, and Customer may be subject to additional costs and changes to the project plan as a result of the delay.

1.1.9 Services Not Covered

The following items are **NOT** included in this Statement of Work.

- PLC Programming.
- Communication configuration or network infrastructure.
- Installation work outside this scope of work
- Structural, civil, piping, or mechanical designs and installation.
- Formal training or coaching sessions.
- Field modifications upgrades or Engineering changes.
- Any services not explicitly stated within this proposal.

1.2 Customer Responsibilities

1.2.1 Installation Services

Rockwell Automation shall provide removal and installation

1.2.2 Single Point of Contact

Customer will designate a representative that is authorized to act on the plant's behalf with respect to this project. This representative should have a working knowledge of the machinery and process and be available to Rockwell Automation personnel during working hours.

1.2.3 Maintenance, Electrical, and Operations Staff

Customer will provide appropriate personnel knowledgeable in the process, operation, and control system supplied to assist Rockwell Automation personnel.

1.2.4 Access to the System

Customer will make the process available to Rockwell Automation personnel during the mutually agreed upon schedule for the purpose of implementing the services and equipment described in this Statement of Work.

1.3 Assumptions, Clarifications, and Exceptions

The following assumptions, clarifications, and exceptions have been made by Rockwell Automation in the development of this Statement of Work, in addition to the notes already included throughout the proposal:

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
A1	Safety. All aspects of mechanical, electrical, and process safety are responsibilities of Customer.
A2	Mechanical Designs and Services. All electrical, structural, civil, piping, or mechanical designs and services are to be managed by Customer and their selected contractor(s) unless otherwise specified in this Statement of Work.
C1	Quotation Scope. This quotation includes only the hardware, software, and services that are specified in the Statement of Work.
C2	Documentation. All project and system documentation will be in English and furnished in electronic format unless otherwise stated. Translation into other languages is not included in this Statement of Work.
C3	Network Wiring. Rockwell Automation is not responsible for the supply or modification of network media and wiring between enclosures, buildings, and process areas.
C4	System Performance and Design. Rockwell Automation is a manufacturer of industrial control equipment that is component parts on machines or manufacturing systems designed by others. As the provider of control equipment or engineering services related to that equipment, Rockwell Automation's description of responsibility is limited to the individual controls of the system only. The overall performance and overall design of the machine or manufacturing system, including safety features and failure modes, are the responsibility of others and are not included in Rockwell Automation's Statement of Work. The services provided by Rockwell Automation are not the services of an Engineer of Record or Professional Engineer.
C5	RoHS. Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.
C6	Hazardous Materials. Rockwell Automation is not responsible for the removal of or protection from hazardous materials.

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
C7	Existing Devices. Customer represents that any existing operator, machine-mounted, or field devices that are in use or are to be reused are in good working order and will be repaired or replaced by Customer when required. Repair and/or replacement of damaged devices is not included in Rockwell Automation's Statement of Work.
C8	Existing Equipment. Rockwell Automation is not responsible for electrical/mechanical adjustments, or changes/replacements to existing equipment required for advancing the process into a production status. This includes system performance consulting and support of equipment supplied by others that affects the performance of Rockwell Automation supplied equipment.
C9	Documented Change Request (DCR) Process. Changes to this scope of work requested by Customer throughout the duration of the project will be identified and communicated through project management at Rockwell Automation. Estimates for the material costs, labor, and schedule impacts will be prepared when a change in scope is identified. Refer to the change provision of the Terms and Conditions of Sale referenced in this Statement of Work.
C10	Customer or Site-Specific Requirements. This Statement of Work does not include Customer specific requirements or on-site activities such as Customer or site-specific safety training, background checks, health-related testing or vaccinations, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.
C11	Rigging and Handling. Rigging and handling to receive, store, move and set the Rockwell Automation supplied equipment is the responsibility of Customer. The equipment will be stored at Customer's facility in a mutually agreed upon area. A secure and dry area is required.
C12	Installation Services. Demolition, installation, and wiring services are included in this Statement of Work. Rockwell Automation Installation Services can be offered upon request at an additional expense.
C13	Optional Services. Extended warranties, additional training, additional engineering support, and other services are available upon request and are not included in this Statement of Work.
C14	Spare Parts. Spare parts are not included in this Statement of Work.
C15	On-site Working Hours. Standard Rockwell Automation working hours are Monday through Friday, 8:00 AM to 6:00 PM (first 8 hours/day). Hours not included in the scope of this Statement of Work and worked outside the standard working hours will be billed as follows: 1.5 Times Standard Rate - Saturdays and any hours exceeding eight (8) on a weekday or performed outside the standard working hours. 2.0 Times Standard Rate - Sundays and holidays
C16	Travel Time & Expenses. Travel time and expenses in excess of those which are included in this Statement of Work will be billed as follows: - Travel time to and from the jobsite is billed at the travel rate. - Overnight expenses (hotel and meals) are billed at the overnight rate. - Transportation, auto rental, phone, and miscellaneous expenses are billed at cost plus a 10% administrative handling fee.
C17	Stand-by Time. Stand-by time is defined as time spent on-site waiting for completion of customer activities. This includes, but is not limited to, waiting for correction of construction, installation, and wiring or piping errors, and other delays beyond the control of, or not within, Rockwell Automation's specific responsibilities. Stand by time will be invoiced separately at applicable time and expense rates.
C18	Infectious Disease Planning. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. We are committed to communicating with you about the impact that an infectious disease and any related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding. In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable to perform such obligations due to the effects of a known infectious disease affecting Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
C19	Work Site Safety. Customer is responsible for assuring a safe and secure work environment, compliant with relevant local, state, provincial, and nationally-recognized standards and regulations, for work at the site.
C20	Ethics and Compliance. All of Rockwell Automation's employees and every person who performs work for, or on behalf of Rockwell Automation are treated with respect and dignity. Rockwell Automation has a no-tolerance policy for discrimination, and harassment, and zero tolerance for workplace violence and weapons. Please see the PartnerNetwork Code of Conduct and the Rockwell Automation Global Policy People for further details. https://www.RockwellAutomation.com/en-us/company/about-us/sustainability/ethics-compliance.html
C21	Third Party Software. This Statement of Work may include third party software that is subject to third party license terms ("Third Party Software"). Customer's right to use such Third Party Software as part of or in connection with the Work is subject to any applicable acknowledgements and license terms accompanying such Third Party Software contained therein. If there is a conflict between the licensing terms of such Third Party Software and this Statement of Work, the licensing terms of the Third Party Software shall prevail in connection with the related Third Party Software.
C22	Information Security Standards In the performance of all Work pursuant to this Agreement and Statement of Work, Customer and Rockwell Automation will comply with the following standards and practices: 1. Data Transmission Customer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place using secure, industry acceptable, standards (e.g., password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, an encrypted file transfer service; physical media such as paper/DVD sent securely; or another equally secure means of transport). If Customer requires Rockwell Automation to use a Customer specified system, the security of the data in transit and at rest once sent from Rockwell Automation is Customer's sole responsibility. 2. Customer-Provided Hard Disk If Rockwell Automation personnel are required to use Customer-provided hard disks, Customer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry standard open source encryption solutions. The Customer must use commercially reasonable efforts to prevent the Customer-provided hard disk from introducing any malicious software into Rockwell Automation's systems. These efforts shall include, but are not limited to, the use of anti-virus and/or anti-malware and the regular deployment of security patches to remediate any vulnerabilities. 3. Remote Access Remote access by Rockwell Automation's personnel into Customer's control system(s) must be accomplished in accordance with either Customer or Rockwell Automation procedures, whichever is more stringent. If Customer requires Rockwell Automation personnel to use Customer-specified procedures, the security of the connection/session is Customer's sole responsibility, and Customer is solely responsible for logging activities of all users accessing the Customer's system.
C23	Cybersecurity for Solutions. Sub-contractors and/or third-party vendors will follow any applicable industry best practices and/or guidelines for cybersecurity and data protection with regard to IEC 62443 2-4.
C24	Personal Data. To the extent Rockwell Automation processes personal data in the performance of the services under this Statement of Work, such processing of personal data will be conducted in accordance with the Data Processing Addendum ("DPA") available at https://www.RockwellAutomation.com/en-us/company/about-us/legal-notices/data-processing-addendum.html .
C25	Customer Information. Pursuant to the Customer Information provision in this Statement of Work, Rockwell Automation will share with its authorized distributor partner of record the types of Customer Data described therein.
C26	Customer Success Publication. Sharing customer success stories helps position customers as leaders among companies pursuing excellence in their industrial operations. Customer agrees that Rockwell Automation can reference and disclose Customer's name and logo in internal and external marketing materials and will share only the solutions and services purchased, Customer industry, location, and general results through a customer success story. Rockwell Automation will make no

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
	claims that Customer endorses the product or solution, and the success story will be used for marketing purposes only.
E1	This field intentionally left blank.

Table 1: Assumptions, Clarifications, and Exceptions

1.4 Rockwell Automation Commitment for Sales Through Distribution

The Rockwell Automation Commitment for Sales Through Distribution (the "Commitment Terms") found at <https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/commitment-for-sales-through-distribution.html> covers purchases by Distributor's customer ("Customer") from Distributor of the Products and Services described and integrated pursuant to this Statement of Work to be provided by Rockwell Automation, Inc. and/or its affiliates. The Commitment Terms apply directly to Customer and Rockwell Automation.

Accepted.

Customer: _____

Date: _____

2 Distributor Commercial Terms

2.1 Pricing Summary

Rexel USA, Inc.'s price is based on the Statement of Work set forth in Section 1 above. All prices are in USD. Quotation is valid for 30 days from date of issue.

Grant Street Deep Well (3) VFDs PF 753 to PF 755TS Drive Conversion Solution per Quotation #30617116.1a		
Item	Description	Price
F1	Drive Retrofit Solution Retrofit (3) PF753 VFDs with PF755TS VFDs - Hardware and Labor - Use Existing Enclosures	\$159,540.00
Total (Rexel USA, Inc. Cost):		\$159,540.00

2.2 Invoicing Schedule

Description	Milestone	Payment Percentage
Grant Street Deep Well (3) VFDs PF 753 to PF 755TS Drive Conversion Solution Freight	Milestone #1: Upon Completion of Commissioning	100% = \$159,540.00

2.3 Purchase Order Instructions

Please email copy of Purchase order to Tyler Redding with Rexel Melbourne
- tyler.redding@rexelusa.com

2.4 Rexel USA, Inc. Terms and Conditions of Sale

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Seller reserves the right to pass through any changes in delivery date, price, scope and quantity of supply arising from actions of Seller's manufacturing partners or vendors and/or resulting from any Force Majeure event including any imposition of new or additional tariffs that occurs after the issuance of the quotation. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors or government agencies outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility". Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at <https://www.rexelusainc.com/terms/terms.html>

Full phone support at (888) 739-3577

Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays.

DB LEE – Headworks Aerator LV Drive Conversion

FIXED PRICE PROPOSAL

City of Melbourne WWTP
Florida

30619823.1
July 9, 2026

Presented to:

Kyle Buchanan, Joe Lapan, & Daniel Barnes
City of Melbourne WWTP

Melbourne, FL
USA

Proposed by:

Rexel USA, Inc.
585 Distribution Dr
Suite3
Melbourne, FL 32904

Rockwell Automation Inc.
1201 S 2nd St
Milwaukee, WI 53204
USA



expanding human possibility®



Main Points of Contact

City of MELBOURNE WWTP	Primary Contact Name: Daniel Barnes Position: Project Manager Phone: Email: daniel.barnes@mlbfl.org
Rexel USA, Inc.	Primary Contact Name: Tyler Redding Position: Account Manager Phone: 407-487-9665 Email: tyler.redding@rexelusa.com
Rockwell Automation	Primary Contact Name: Randy Hampton Position: Application Consultant Phone: 925-973-8734 Email: rlhampto@ra.rockwell.com Additional Contact Name: Position: Phone: Email:

Revision History

Date:	Description of change:	Edited by:	Revision:
June 6, 2026	None, Original Document	R Hampton	30619823.1

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1 Rockwell Automation Statement of Work¹

This DB LEE – Headworks Aerator LV Drive Conversion proposal is offered to Rexel USA, Inc. for resale to City of Melbourne WWTP ("Customer").

1.1 DB LEE – Headworks Aerator LV Drive Conversion Solution Statement of Work Summary

Rockwell Automation will provide the following services for DB LEE – Headworks Aerator LV Drive Conversion project for City of Melbourne WWTP located in Melbourne, FL.

- Rockwell VFD hardware to replace existing VFD (x1)
- Installation Engineering Services
 - Installation schematics and connections diagrams
- Hardware Installation
- LV VFD Startup Services

1.1.1 Basis for Statement of Work

The following details the information used as a basis for this Statement of Work:

Reference	Date	Description
R1	02-05-2026	Request for quote

1.1.2 Solution Description

The solution provided will be based on Rockwell Automation's standard system and services deliverables.

This proposal is for the following (1) VFDs upgrade:

- **(1) PowerFlex 755TS 200HP ND**
 - (1) new VFD PF755TS retrofit
 - This VFD will replace (1) existing PF753 for Aerator #2, within the existing enclosure.

Notes:

With the investment of a Low Voltage VFDs (Variable Frequency Drives), verification of the installation and functionality is critical to ensure that the return on investment in the purchase is seen. With Low Voltage VFDs Start Up and Commissioning services from Rockwell Automation, it can be confirmed that the critical criteria of the installation and functionality is maintained.

1.1.3 Equipment

The following equipment is included in this Statement of Work.

Aerator #2		
Item	Qty	Description
1	1	PF755TS 200HP HD: PowerFlex 755TS AC Drive, with dual Embedded Ethernet/IP, Corrosive Gas Protection (XT), DC Input with Precharge, IP20/IP00, NEMA/UL Open Type, 480 VAC, 3 PH, 248 Amps, 200HP ND, 150HP HD, CM Jumper Installed, DB Transistor, Blank (No HIM), Frame 6

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2	1	PowerFlex Architecture Class Remote Enhanced HIM, NEMA 4x12
---	---	---

Notes:

- For item F2, Retrofit solution, products will be provided loose.

1.1.4 Rockwell Automation LV VFD Startup Services

The LV VFD Startup and Commissioning Services includes the activities below (may vary depending on the type and features of the VFDs).

1.1.4.1 PowerFlex PF755TS families
a. Power Off Checks

- a.1. Recording of VFD Designation ID
- a.2. Recording of VFD Nameplate Information
- a.3. Recording of VFD Installed Options
- a.4. Recording / validation of Motor Nameplate (if accessible)
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 - a.8.5. Verification / recording of additional VFD / option jumper settings
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 - a.8.7. Verification of control fusing functionality
 - a.8.8. Verification of power fusing / breaker size as per electrical drawings
 - a.8.9. Verification of power control fusing functionality
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 - a.10.5. Reviewing and noting any changes to wiring — compare actual wiring to installed

b. Power On — Standby Testing

- b.1. Power on observations
 - b.1.1. Verification all status indicators and LEDs on VFD for proper state
 - b.1.2. Verification of HIM displays are functioning/displaying proper information (if applicable)
 - b.1.3. Verification of cooling fans operation
- b.2. Measurement checks
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 - b.2.2. Measuring / recording of incoming Phase to Ground AC Line Voltage
 - b.2.3. Measuring / recording of DC Bus voltage
 - b.2.4. Measuring / recording of control voltage (If 120VAC, Verify grounded neutral)
 - b.2.5. Measuring / recording of power supply levels (if test points available)
- b.3. Programming and configuration of VFD parameters appropriate for application

- b.4. VFD Testing
 - b.4.1. Rotate Test
 - b.4.2. Autotuning
 - b.4.3. Inertia Tuning (if applicable)
- c. **Power On — Functional Testing**
 - c.1. Measuring / recording of motor phase current. Verification of current phase balance.
 - c.2. Witnessing of VFD operation
 - c.3. Uploading and saving of VFD parameters to a file and HIM. Supply file to Customer.

1.1.5 Solution Services

This proposal includes the services described below to be executed at the site located in Melbourne, FL..

1.1.5.1 Engineering Services

- (1) PowerFlex 755TS 200HP ND (replacing existing)
 - Standard Rockwell Automation as shipped documentation, including:
 - Installation service report

1.1.5.2 Installation, Startup, Services

- (1) PowerFlex 755TS 200HP ND (replacing existing)
 - (1) Field Service Professional (FSP) resource
 - (1) Deployment visits to the customer site (1 visit per VFD)
 - (3) Consecutive weekdays estimated duration per VFD (3 days total).
 - Monday through Friday between the hours of 7:00a.m. and 6:00p.m. local time (excluding Rockwell Automation observed holidays), up to 10 (ten) hours per day.

General notes:

1. This proposal includes travel time and expenses (meals and lodging) for the period presented above. Additional expenses will be charged at cost plus 10% fee.
2. This proposal includes 1 (one) trips to the customer site. If additional trips or a different schedule are required due to standby time, scope change or any other unforeseen issue, extra time/trips will be charged based on Rockwell Automation DCR process.
3. Customer needs to schedule the services 4 (four) weeks in advance. Shorter notice may incur additional charges.
4. The devices must be fully installed and ready to service upon Rockwell Automation professional arrival at the site.
5. This proposal considers that all the devices are from Rockwell Automation products lines.

1.1.6 Schedule

The work will be scheduled on dates and at times which are agreeable to Customer and Rockwell Automation.

04 weeks advance notice is requested.

1.1.7 Delivery

Delivery is approximately **10 to 12 weeks** from Rockwell Automation acceptance of Purchase Order. Delivery is based on availability at time of purchase and is subject to change.

Refer to the Customer Responsibilities section. Additional time and cost may apply if not complying with those requirements.

Note:

Unless otherwise specified in this proposal, Rockwell Automation and Customer shall mutually agree on a schedule at the Kick-Off Meeting for completing the services offered in the Statement of Work based on the following time periods:

- **For Proposals including equipment:** no later than 90 days after the delivery of the equipment.
- **For Proposals including labor only:** no later than 90 days after the Acceptance of the Purchase Order.

If the services are not completed within the above time periods or per the agreed schedule, Rockwell reserves the right to revise pricing or to terminate the Agreement in accordance with the Terms and Conditions of this Proposal.

1.1.8 Documentation

Rockwell Automation will provide the following, in up to (10) business days after the completion of on-site services:

- VFDs Commissioning Service Report

1.1.8.1 Document Acceptance

Customer will have (5) business days to review and provide a written response regarding project documentation that requires Customer approval. If a written response is not submitted to Rockwell Automation within (5) business days after the date the project documentation was emailed to Customer, the project documentation will be considered accepted by Customer. Customer-requested changes received after the specified (5) business day response period will impact the project by a day-for-day delay in schedule, and Customer may be subject to additional costs and changes to the project plan as a result of the delay.

1.1.9 Services Not Covered

The following items are **NOT** included in this Statement of Work.

- PLC Programming.
- Communication configuration or network infrastructure.
- Installation work outside this scope of work
- Structural, civil, piping, or mechanical designs and installation.
- Formal training or coaching sessions.
- Field modifications upgrades or Engineering changes.
- Any services not explicitly stated within this proposal.

1.2 Customer Responsibilities

1.2.1 Installation Services

Rockwell Automation is responsible for all installation services

1.2.2 Single Point of Contact

Customer will designate a representative that is authorized to act on the plant's behalf with respect to this project. This representative should have a working knowledge of the machinery and process and be available to Rockwell Automation personnel during working hours.

1.2.3 Maintenance, Electrical, and Operations Staff

Customer will provide appropriate personnel knowledgeable in the process, operation, and control system supplied to assist Rockwell Automation personnel.

1.2.4 Access to the System

Customer will make the process available to Rockwell Automation personnel during the mutually agreed upon schedule for the purpose of implementing the services and equipment described in this Statement of Work.

1.3 Assumptions, Clarifications, and Exceptions

The following assumptions, clarifications, and exceptions have been made by Rockwell Automation in the development of this Statement of Work, in addition to the notes already included throughout the proposal:

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
A1	Safety. All aspects of mechanical, electrical, and process safety are responsibilities of Customer.
A2	Mechanical Designs and Services. All electrical, structural, civil, piping, or mechanical designs and services are to be managed by Customer and their selected contractor(s) unless otherwise specified in this Statement of Work.
C1	Quotation Scope. This quotation includes only the hardware, software, and services that are specified in the Statement of Work.
C2	Documentation. All project and system documentation will be in English and furnished in electronic format unless otherwise stated. Translation into other languages is not included in this Statement of Work.
C3	Network Wiring. Rockwell Automation is not responsible for the supply or modification of network media and wiring between enclosures, buildings, and process areas.
C4	System Performance and Design. Rockwell Automation is a manufacturer of industrial control equipment that is component parts on machines or manufacturing systems designed by others. As the provider of control equipment or engineering services related to that equipment, Rockwell Automation's description of responsibility is limited to the individual controls of the system only. The overall performance and overall design of the machine or manufacturing system, including safety features and failure modes, are the responsibility of others and are not included in Rockwell Automation's Statement of Work. The services provided by Rockwell Automation are not the services of an Engineer of Record or Professional Engineer.
C5	RoHS. Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.
C6	Hazardous Materials. Rockwell Automation is not responsible for the removal of or protection from hazardous materials.
C7	Existing Devices. Customer represents that any existing operator, machine-mounted, or field devices that are in use or are to be reused are in good working order and will be repaired or replaced by Customer when required. Repair and/or replacement of damaged devices is not included in Rockwell Automation's Statement of Work.
C8	Existing Equipment. Rockwell Automation is not responsible for electrical/mechanical adjustments, or changes/replacements to existing equipment required for advancing the process into a production status. This includes system performance consulting and support of equipment supplied by others that affects the performance of Rockwell Automation supplied equipment.
C9	Documented Change Request (DCR) Process. Changes to this scope of work requested by Customer throughout the duration of the project will be identified and communicated through project management at Rockwell Automation. Estimates for the material costs, labor, and schedule impacts will be prepared when a change in scope is identified. Refer to the change provision of the Terms and Conditions of Sale referenced in this Statement of Work.
C10	Customer or Site-Specific Requirements. This Statement of Work does not include Customer specific requirements or on-site activities such as Customer or site-specific safety training, background checks, health-related testing or vaccinations, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
C11	Rigging and Handling. Rigging and handling to receive, store, move and set the Rockwell Automation supplied equipment is the responsibility of Customer. The equipment will be stored at Customer's facility in a mutually agreed upon area. A secure and dry area is required.
C12	Installation Services. Demolition, installation, and wiring services are included in this Statement of Work. Rockwell Automation Installation Services can be offered upon request at an additional expense.
C13	Optional Services. Extended warranties, additional training, additional engineering support, and other services are available upon request and are not included in this Statement of Work.
C14	Spare Parts. Spare parts are not included in this Statement of Work.
C15	On-site Working Hours. Standard Rockwell Automation working hours are Monday through Friday, 8:00 AM to 6:00 PM (first 8 hours/day). Hours not included in the scope of this Statement of Work and worked outside the standard working hours will be billed as follows: • 1.5 Times Standard Rate - Saturdays and any hours exceeding eight (8) on a weekday or performed outside the standard working hours. • 2.0 Times Standard Rate - Sundays and holidays
C16	Travel Time & Expenses. Travel time and expenses in excess of those which are included in this Statement of Work will be billed as follows: • Travel time to and from the jobsite is billed at the travel rate. • Overnight expenses (hotel and meals) are billed at the overnight rate. • Transportation, auto rental, phone, and miscellaneous expenses are billed at cost plus a 10% administrative handling fee.
C17	Stand-by Time. Stand-by time is defined as time spent on-site waiting for completion of customer activities. This includes, but is not limited to, waiting for correction of construction, installation, and wiring or piping errors, and other delays beyond the control of, or not within, Rockwell Automation's specific responsibilities. Stand by time will be invoiced separately at applicable time and expense rates.
C18	Infectious Disease Planning. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. We are committed to communicating with you about the impact that an infectious disease and any related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding. In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable to perform such obligations due to the effects of a known infectious disease affecting Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.
C19	Work Site Safety. Customer is responsible for assuring a safe and secure work environment, compliant with relevant local, state, provincial, and nationally-recognized standards and regulations, for work at the site.
C20	Ethics and Compliance. All of Rockwell Automation's employees and every person who performs work for, or on behalf of Rockwell Automation are treated with respect and dignity. Rockwell Automation has a no-tolerance policy for discrimination, and harassment, and zero tolerance for workplace violence and weapons. Please see the PartnerNetwork Code of Conduct and the Rockwell Automation Global Policy People for further details. https://www.RockwellAutomation.com/en-us/company/about-us/sustainability/ethics-compliance.html
C21	Third Party Software. This Statement of Work may include third party software that is subject to third party license terms ("Third Party Software"). Customer's right to use such Third Party Software as part of or in connection with the Work is subject to any applicable acknowledgements and license terms accompanying such Third Party Software contained therein. If there is a conflict between the licensing terms of such Third Party Software and this Statement of Work, the licensing terms of the Third Party Software shall prevail in connection with the related Third Party Software.

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
C22	Information Security Standards In the performance of all Work pursuant to this Agreement and Statement of Work, Customer and Rockwell Automation will comply with the following standards and practices: 1. Data Transmission Customer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place using secure, industry acceptable, standards (e.g., password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, an encrypted file transfer service; physical media such as paper/DVD sent securely; or another equally secure means of transport). If Customer requires Rockwell Automation to use a Customer specified system, the security of the data in transit and at rest once sent from Rockwell Automation is Customer's sole responsibility. 2. Customer-Provided Hard Disk If Rockwell Automation personnel are required to use Customer-provided hard disks, Customer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry standard open source encryption solutions. The Customer must use commercially reasonable efforts to prevent the Customer-provided hard disk from introducing any malicious software into Rockwell Automation's systems. These efforts shall include, but are not limited to, the use of anti-virus and/or anti-malware and the regular deployment of security patches to remediate any vulnerabilities. 3. Remote Access Remote access by Rockwell Automation's personnel into Customer's control system(s) must be accomplished in accordance with either Customer or Rockwell Automation procedures, whichever is more stringent. If Customer requires Rockwell Automation personnel to use Customer-specified procedures, the security of the connection/session is Customer's sole responsibility, and Customer is solely responsible for logging activities of all users accessing the Customer's system.
C23	Cybersecurity for Solutions. Sub-contractors and/or third-party vendors will follow any applicable industry best practices and/or guidelines for cybersecurity and data protection with regard to IEC 62443 2-4.
C24	Personal Data. To the extent Rockwell Automation processes personal data in the performance of the services under this Statement of Work, such processing of personal data will be conducted in accordance with the Data Processing Addendum ("DPA") available at https://www.RockwellAutomation.com/en-us/company/about-us/legal-notice/data-processing-addendum.html .
C25	Customer Information. Pursuant to the Customer Information provision in this Statement of Work, Rockwell Automation will share with its authorized distributor partner of record the types of Customer Data described therein.
C26	Customer Success Publication. Sharing customer success stories helps position customers as leaders among companies pursuing excellence in their industrial operations. Customer agrees that Rockwell Automation can reference and disclose Customer's name and logo in internal and external marketing materials and will share only the solutions and services purchased, Customer industry, location, and general results through a customer success story. Rockwell Automation will make no claims that Customer endorses the product or solution, and the success story will be used for marketing purposes only.
E1	This field intentionally left blank.

Table 1: Assumptions, Clarifications, and Exceptions

1.4 Rockwell Automation Commitment for Sales Through Distribution

The Rockwell Automation Commitment for Sales Through Distribution (the "Commitment Terms") found at <https://www.rockwellautomation.com/en-us/company/about-us/legal-notice/commitment-for-sales-through-distribution.html> covers purchases by Distributor's customer ("Customer") from Distributor of the Products and Services described and integrated pursuant to this Statement of Work to be provided by Rockwell Automation, Inc. and/or its affiliates. The Commitment Terms apply directly to Customer and Rockwell Automation.

Accepted.

Customer: _____

Date: _____

2 Distributor Commercial Terms

2.1 Pricing Summary

Rexel USA, Inc.'s price is based on the Statement of Work set forth in Section 1 above. All prices are in USD. Quotation is valid for 30 days from date of issue.

DB LEE – Headworks Aerator LV Drive Conversion Solution per Quotation #30619823.1a		
Item	Description	Price
F1	Drive Retrofit Solution Retrofit (1) PF753 VFDs with PF755TS VFD: - Hardware and Labor - Use Existing Enclosures	\$52,748.00
Total:		\$52,748.00

2.2 Invoicing Schedule

Description	Milestone	Payment Percentage
DB LEE – Headworks Aerator LV Drive Conversion Solution Freight	Milestone #1: Upon Completion of Commissioning	100% = \$52,748.00

2.3 Purchase Order Instructions

Please email copy of Purchase order to Tyler Redding with Rexel Melbourne
- tyler.redding@rexelusa.com

2.4 Rexel USA, Inc. Terms and Conditions of Sale

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Seller reserves the right to pass through any changes in delivery date, price, scope and quantity of supply arising from actions of Seller's manufacturing partners or vendors and/or resulting from any Force Majeure event including any imposition of new or additional tariffs that occurs after the issuance of the quotation. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors or government agencies outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility". Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at <https://www.rexelusainc.com/terms/terms.html>

Full phone support at (888) 739-3577

Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays.

November 3rd, 2025

City of Melbourne
Attn: David Phares
6055 Lake Washington RD
Melbourne, FL 32934-7890
United States

Re: Rockwell Automation Authorized Allen-Bradley Distributors

Rockwell Automation extends and enhances its own significant automation capabilities by partnering with a network of authorized distributors. Some of the many benefits that customers enjoy working with their local authorized Allen-Bradley distributor include:

- Access to local distributor inventory (including spares and replacement parts)
- Technical assistance from local distributor product specialists
- A knowledgeable staff that has access to factory training
- Rockwell Automation support of local distributor activities

REXEL USA INC – Melbourne, FL is the only distributor authorized by Rockwell Automation to sell **Allen-Bradley** and **Rockwell Software** products, along with related services; including technical support contracts as well as training, in the geographic area in which your facility is located. As a matter of Company policy, Rockwell Automation only provides product and sales support to the local authorized distributor, and it is our practice and policy to always promote and recommend that customers buy from their local authorized Allen-Bradley / Rockwell Automation distributor. Rockwell Automation discourages purchasing from non-authorized sources, including distributors who may hold an Allen-Bradley appointment in another area.

If you purchase Allen-Bradley / Rockwell Automation products from an unauthorized source, you may not receive the latest version. The latest version of Allen-Bradley products, along with related factory product services, only is available through your local authorized Allen-Bradley / Rockwell Automation distributor.

Also, products that are not purchased directly from Rockwell Automation or its local authorized distributor may not be covered by a manufacturer's warranty. Rockwell Automation's standard

expanding human possibility



Allen-Bradley
A ROCKWELL AUTOMATION COMPANY



FactoryTalk
A ROCKWELL AUTOMATION COMPANY



Rockwell Automation
Florida Territory
3611 Queen Palm Drive Ste 160
Tampa, FL 33618 USA
Tel 1.813.466.6400 Fax 1.813.466.6401

manufacturer's warranty covers new Allen-Bradley products for a period of one year from the date of Rockwell Automation's or its authorized Allen-Bradley distributor's invoice to the customer.

As a result, there is no assurance that products sourced from unauthorized parties will carry a valid and unexpired manufacturer's warranty. Customers purchasing products from unauthorized sources should not assume that they will receive any rights under any Rockwell Automation factory warranty. Only an authorized Allen-Bradley distributor may offer access to factory warranty coverage on Allen-Bradley products.

We recognize that price can be an important consideration in any purchasing decision; however, it also is important that customers understand what they are getting for that price (or in the case of purchases from an unauthorized source, what they are not getting). Rockwell Automation firmly believes that the best customer value in the long-run is achieved by dealing with the local authorized Allen-Bradley distributor.

Should you have any further questions, please do not hesitate to contact **REXEL** at 321.723.6531 or your local Rockwell Automation sales office at 813.466.6400.

Respectfully,

Steve Parkhill

Territory Sales Manager

cc: REXEL USA INC – Melbourne, FL

expanding human possibility



Allen-Bradley



FactoryTalk

SOLE/SINGLE SOURCE REQUEST FORM

DATE:	7/14/2026
TO:	Gregory Bunn, Procurement Manager
THRU:	Jennifer Spagnoli, Public Works & Utilities Director
FROM:	Joe LaPan, Water Reclamation Superintendent
Product/Service Description:	3- 250HP Reuse Distribution Variable Frequency Drives (VFDs), 1- 200HP Aerator VFD for DB Lee WR facility and 3- 250HP Deep Well VFDs for Grant Street WR facility.

PART I

CHECK ONE: ✓ FIRST APPLICATION ☐ RENEWAL

SOLE SOURCE • SINGLE SOURCE • SOLE BRAND • STANDARDIZATION

It is the policy of the City of Melbourne to consistently purchase goods and services using full and open competition. The taxpayers in Melbourne are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes the Procurement Division can help to avoid delays and to facilitate effective market research. However, there may be instances when other than full and open competition may be justified. When a user department(s) determines that other than full and open competition is necessary or in the best interest of City of Melbourne, appropriate justification for that course of action must be submitted to the Procurement Division for approval in order to waive the competitive procurement process.

REQUEST FOR:

☒ **SOLE SOURCE*** ☐ **SOLE BRAND***
☐ **SINGLE SOURCE*** ☒ **STANDARDIZATION***

(More than one box above may be checked)

***SOLE SOURCE (use for single purchases only)**

The supply of a product or service so uniquely* qualified that it is only available from a solitary source.

***SINGLE SOURCE (use for single purchases only)**

The supply of a product or service which may be available from multiple sources, but a specific vendor is uniquely* qualified and meets the users' requirements.

***SOLE BRAND (use for single purchases only)**

This is a specified service or product that has unique specifications to successfully meet the needs of the department and no alternate brands are acceptable.

***STANDARDIZATION (used for multiple purchases and can be combined with the above; i.e. Standardization/Sole Source, Standardization/Sole Brand, Standardization/Sole Source/Sole Brand, etc.)**

This is the procedure of maintaining methods and equipment as constant as possible because of measurable benefits to the department and/or agency. Competition among distributors of a standardized brand will be attained if possible.

DEFINITION OF UNIQUELY*:

1. Being the only one of its kind
2. Without an equal or equivalent; unparalleled
3. Unusual; extraordinary
4. Characteristic of a particular category, condition, or locality

Order must be placed by:	ASAP	Product/Service needed by:	ASAP
Proposed Vendor:	Rexel USA, Inc. 585 Distribution Dr, Ste 3 Melbourne, FL 32904		
Address:			
Brand:	Allen Bradley/Rockwell Automation	Product #:	
Estimated Cost of Purchase:	\$383,777.00	Account to be charged:	63100535-564000

Note: Insurance may be required, check with the Procurement Office.

PART II QUESTIONNAIRE

ALL QUESTIONS MUST BE ANSWERED

(ATTACH DOCUMENTATION TO SUPPORT THE FOLLOWING ANSWERS)

Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and compatibility.

Describe what steps have been undertaken to make this determination:

Allen Bradley/Rockwell Automation is standardization for WR

Explain why this service provider, supplier, or manufacturer is the unique available source from which to obtain this product or service and describe the efforts that were made to verify and confirm whether or not this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors of exclusive distributorships for the product or service if that is cited as a reason):

Rexel USA, Inc. is sole source for Allen Bradley/Rockwell Automation

Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one? If so, Estimated Annual Expenditure: \$

No.

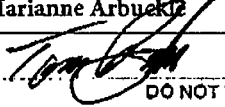
Please describe your market research and the results thereof. This should include a description of other similar sources or products available in the market, if any, and why they are not acceptable.

See attachment.

Explain the consequence(s), including a dollar estimate of the financial impact, if this item is not approved for the determination above:

This equipment is integral to our treatment system. Equipment failure may result in DEP non-compliance.

I certify that the above statements are true and correct, to the best of my knowledge. I also certify that prices obtained are fair and reasonable. I also certify that neither I, nor my family members, will gain or receive any additional benefit because I have recommended that this acquisition be obtained solely from a designated vendor or contractor.

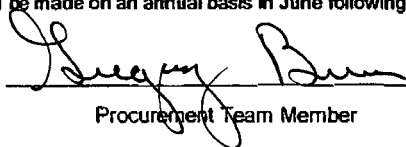
Requested by (print):	Marianne Arbuck	Date:	7/14/2026
Dept. Head Signature:		Date:	7/14/2026

DO NOT WRITE BELOW THIS LINE

FOR PROCUREMENT DIVISION USE ONLY

APPROVAL AUTHORITY: In accordance with City of Melbourne Procurement Division procedures it is requested that you review that information contained herein and make your recommendation to begin/continue the above requested procurement. A review of this recommendation, if a Standardization, will be made on an annual basis in June following the approval date.

APPROVED:


Procurement Team Member

Date

7/20/26

DISAPPROVED: _____ If not approved state reason below:



Melbourne City Council
August 11, 2026
City Manager's Item Report

Department:	Parks & Recreation
Presenter:	Nikki Caldwell
Council District:	4
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.9.c.

Subject:

Purchase of replacement ballfield lighting and electrical work at Southwest Ballfield #3, Musco Sports Lighting, LLC, Oskaloosa, IA - \$470,568

Background/Consideration:

The three (3) softball fields at Southwest Recreation Complex are used by teams in the City's softball league that comprises 56 teams weekly, all year long. This project is to replace the ballfield lights on the existing poles that have exceeded their useful life with energy-efficient LED lighting, electrical upgrades to correct deficiencies, and connect the lights to the existing Musco programmable computer-controlled system. This upgrade will improve lighting quality, enhance player safety, eliminate glare in nearby homes, reduce electricity consumption, and standardize field lighting across Parks & Recreation Department facilities. This is the only remaining field at the Southwest Recreation Complex needing conversion, as the other two fields are already on the Musco system.

The existing lights on this field are manually operated and do not have energy-efficient bulbs. There have been many issues with outages due to non-operational lights and faulty electric since 2020, and it continues to decline. These lights are past their useful life and need to be replaced.

Contract/Solicitation:

This purchase is through Sourcwell Contract Number 041123-MSL which expires June 16, 2027. The Sourcwell contract is available for review in the Procurement Division.

Fiscal/Budget Impact:

\$410,000 is available in Project Account 31772-563000-11325 (Southwest Ballfield Improvements) and a budget transfer in the amount of \$60,568 from Project No.10099 (Unappropriated Budget Savings) is required.

Requested Action:

Approval of the purchase of replacement ballfield lighting and electrical work for Southwest Ballfield #3, Musco Sports Lighting, LLC, Oskaloosa, IA - \$470,568.

Quote

Date: 6/26/2026
Expiration date: 12/31/2026
To: Kristin Swenson

Project: Southwest Park Field 3 Retrofit
Melbourne, Florida
Ref: 252971

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027

Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Baseball Lighting – 285'/290'/290'\$470,568.00

Sales tax, bonding, permitting fees, and Davis Bacon Wages are not included. Includes installing new conduit and wire to the existing poles.

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ retrofit with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50/30 FC and uniformity of 2.0:1.0/2.5:1.0
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- Factory-aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Enhanced corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided – See Attached Scope of Work



Quote

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Sales Representative
Musco Sports Lighting, LLC
Phone: 954-629-8446
E-mail: tim.imhoff@musco.com



Southwest Park Field 3 Retrofit Melbourne, FL Retrofit Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout (i.e. home plate, center of FB field).
4. Pay any necessary power company fees and requirements.
5. Pay all permitting fees.
6. Provide any existing as-built documents or drawings.
7. Provide sealed Electrical Plans (if required).

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide poletop luminaire assembly on 6 poles.
3. Provide fixture layout and aiming diagram.
4. Provide Contract Management as required.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to offload equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.
11. Complete and submit Musco provided closeout checklist including required pictures.

Demolition:

1. Remove and dispose of the existing fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Leave existing ground wires and power feed in place for connection to new lighting equipment.

Retrofit Musco Equipment to Existing Poles:



Quote

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For concrete poles, provide new lightning down conductor(aluminum) and 5/8 in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
4. For steel poles, provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
5. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
6. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
7. Test ground resistance with 3-point ground resistance test, using instructions provided. Confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved. Record all results on form provided and submit readings to Musco.

Electrical:

1. Provide materials, and equipment to reuse existing electrical service panels as required.
2. Provide materials, and equipment to install all underground conduit, wiring, pull boxes, etc. and terminate wiring as required.
3. Complete electrical installation per Musco Control System Summary and Musco Best Practices: Supply Wiring Installation document. If there are any discrepancies between Musco documents and electrical plans (if present), notify your Musco contact.
4. Complete required insulation resistance tests on all current-carrying conductors per ANSI/NETA ATS-2021. Use the instructions and forms provided by Musco to provide test results to your Musco contact. Ensure conduits are full of water prior to testing. Any new conductors with resistance values less than (<) 100 MOhms - phase to ground - must be repaired or replaced to meet the standard. Any existing conductors with resistance values less than (<) 100 MOhms - phase to ground - must be reported to your Project Manager or Sales Coordinator.
5. Underground splices are strongly discouraged. Disconnects in light poles are rated for multiple conductors to allow for daisy-chains - if required by electrical plans. If underground splicing cannot be avoided, use only listed connector systems, rated for wet locations.

Control-Link® Control and Monitoring:

1. Provide labor, equipment, and materials to install Musco control and monitoring cabinet(s) and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link by contacting Control-Link Central™ at 877-347-3319.





Melbourne City Council
August 11, 2026
City Manager's Item Report

Department:	City Manager's Office
Presenter:	N/A
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.10.

Subject:

Items Removed from the Consent Agenda

Background/Consideration:



Melbourne City Council
August 11, 2026
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	C.11.

Subject:

Certification of Stormwater Utility Assessment Roll for Fiscal Year 2026-2027.

Background/Consideration:

The City is required by Section 197.3632, Florida Statutes, to certify the non-ad valorem assessment roll to the tax collector by September 15 of each year.

The assessment roll lists the calculated Stormwater Utility fee for every parcel in the City and is used by the tax collector to bill property owners on their tax bill. The assessment rate of \$44 per ERU (equivalent residential unit) was used to calculate the assessment roll. Per the assessment roll, the total amount to be billed for 33,000 parcels is \$3,089,121.76.

Fiscal/Budget Impact:

Certification of the assessment roll is required to collect the revenue of the non-ad valorem assessment of \$3,089,121.76.

Requested Action:

Approval of Resolution No. 4428.

Memorandum

To: Jenni Lamb, City Manager
Thru: Joan Junkala, Assistant City Manager
Thru: James Ennis, City Engineer
From: Lisa Good, Regulatory Compliance Coordinator
Date: July 2, 2026
Re: Certification of the Fiscal Year 2026/2027 Stormwater Assessment Roll

This is a resolution to adopt and certify the Stormwater Utility assessment roll. The City is required by Florida Statute 197.3632 to adopt and certify the non-ad valorem assessment roll to the tax collector by September 15th of each year.

The assessment roll lists the calculated Stormwater Utility fee for every parcel in the City. The assessment rate of \$44 per ERU (equivalent residential unit) was used to calculate the assessment roll. The resolution and assessment roll information will be transmitted directly to the tax collector by City staff. The tax collector will utilize the assessment roll to include stormwater charges on the November property tax bills.

Exhibit "A" to this resolution is a summary of the assessment roll which simply indicates that the total amount to be billed to 33,000 parcels is \$3,089,121.76.

Recommendation

Recommend that Council approve the resolution certifying the FY26/27 Stormwater Utility Assessment Roll.

Cc: Marla Keehn, Management and Budget Officer

RESOLUTION NO. 4428

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, APPROVING AND CERTIFYING THE ANNUAL STORMWATER UTILITY ASSESSMENT ROLL FOR THE CITY OF MELBOURNE STORMWATER UTILITY BUDGET, FISCAL YEAR 2026-2027; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. AUTHORITY. That this resolution of the City of Melbourne, Florida (the "City") is adopted pursuant to Chapter 58, Article II of the City Code of Melbourne, Florida (the "City Code"), Section 197.3632, Florida Statutes (the "Uniform Assessment Collection Act"), and other applicable provisions of law.

SECTION 2. FINDINGS. That it is hereby ascertained, determined and declared as follows:

(A) The City imposes non-ad valorem special assessments each year to fund its annual budget for operation and maintenance of the City's stormwater management program (the "Stormwater Assessments").

(B) Pursuant to the Uniform Assessment Collection Act and Section 50-19 of the City Code, the Council is required to approve an annual stormwater utility assessment roll for the forthcoming fiscal year (the "Assessment Roll"), which includes a description of each parcel of real property subject to the Stormwater Assessment, the name and address of the owner of each such parcel, and the amount of the annual Stormwater Assessment applicable to each such parcel.

(C) The City Council has reviewed the proposed Assessment Roll for the fiscal year commencing October 1, 2026 ("Fiscal Year 2026-27"), and hereby determines that such roll is in conformity with the rate resolution contemplated by Section 50-18 of the City Code which was

adopted on even date herewith, including the schedule of stormwater rates and classifications approved therein.

(D) The Council wishes to hereby approve, ratify and confirm the Assessment Roll for Fiscal Year 2026-27 and to direct certification of same to the Brevard County Tax Collector (the "Tax Collector") for collection of the Assessments on the property tax bill mailed in November 2026.

(E) The Council conducted a public hearing on August 11, 2026, to consider approval and adoption of the Assessment Roll for Fiscal Year 2026-27 and to receive comments from the owners of real property subject to the Stormwater Assessments, as required by the Uniform Assessment Collection Act. During such public hearing, objections and comments of all interested persons, if any, were heard and considered.

(F) Notice of the public hearing was provided in accordance with the requirements of the Uniform Assessment Collection Act and the City Code. Copies of such notices are on file in the office of the City Engineer.

SECTION 3. APPROVAL AND CERTIFICATION OF ASSESSMENT ROLL.

(A) That the Assessment Roll for Fiscal Year 2026-27, a copy of which is on file with the City Engineer and incorporated herein by reference, is hereby confirmed and approved based upon a rate of \$44.00 per ERU, with a minimum amount to be billed of \$5.00. A summary of the Assessment Roll is attached hereto as Exhibit "A."

(B) That the City Engineer is hereby authorized and directed to certify the foregoing Assessment Roll to the Tax Collector, and to send such Assessment Roll together with a copy of this resolution, to the Tax Collector prior to September 15, 2026.

SECTION 4. That this resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 5. That this resolution was duly adopted at a regular meeting of the City Council

on the day of , 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit "A" – Summary of Stormwater Utility Assessment Roll

Resolution No. 4428

EXHIBIT "A"
RESOLUTION NO. 4428

33,000	PARCELS BILLED IN MELBOURNE TOTALING	\$3,089,121.76
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Melbourne City Council
August 11, 2026
City Manager's Item Report

Department:	Fire Department - Code Compliance
Presenter:	Mark Herold
Council District:	2
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	C.12.

Subject:

Lien Rescission No. CE#2023-00313 - 2528-2546 Pineapple Avenue

Background/Consideration:

On April 10, 2023, the City of Melbourne received a complaint concerning several work without permit violations at a multifamily apartment complex zoned (R1AA). Work without permit included new windows, mini-split A/C units, electrical panel change outs, tankless and on-demand water heaters, along with associated plumbing and electrical wiring. Newly installed items revealed exposed unsafe wiring, and non-code compliant plumbing installation. Observations also revealed exposed sewer lines with uncapped clear-outs, exterior wall deterioration with breaches, interior renovations of various units including toilets, kitchen sinks and various lighting fixtures. Additionally, it was determined that the water heaters were installed outdoors, exposed to the elements, not rated for outdoor installation and, therefore, unsafe. After initial contact with the property manager, it was determined that the unpermitted work was completed by unlicensed individuals who also specifically created the above-described unsafe conditions. Although permits were soon applied for, unlicensed work, failed inspections, time lapses and unpaid fees resulted in void permits and prolonged noncompliance.

One year later, April 15, 2024, after considering the safety violations, the Code Enforcement Board ordered fines in the amount of \$100 per day until compliance. The fine continued to run until it was paused on October 23, 2024, at \$19,200, which was the City's recommendation based on the standard discretionary total fine amounts at the time.

In October 2025, the City received information regarding an attempt to falsify the code enforcement case status and the total fine amount. This information and follow-up documentation was provided by an interested party who coincidentally contacted Code Enforcement for additional information about the property. This interested party was led to believe the case was in compliance and that the fine was less than the actual fine amount. The interested party was provided with an altered City document supporting this claim. Attached are both the altered document and the original for comparison.

On January 15, 2026, the assigned inspector determined that the work without permit, maintenance and safety violations were resolved pursuant to the Code Board's orders to comply. In summary, this complaint was open for a total of 1,012 days (2 years, 9 months, 6 days) and received a fine for 192 days (6 months, 9 days) totaling \$19,200 dollars.



The property owner submitted to the City an application for Code Enforcement Fine Rescission / Reduction on April 16, 2026. The request was heard by the Code Enforcement Board at their July 8, 2026 meeting. Staff recommended denial of the request based on the property owner's failure to provide documentation, substantial information or reasoning required by City Council criteria, Resolution No. 1858. After review of the case facts and respondent's testimony, the Code Enforcement Board concurred with staff, and recommends City Council support denial of the respondent's request. Specifically:

1. The applicant has not provided information regarding public benefit or interest.
2. The period for compliance was not reasonable, taking almost three years.
3. The applicant has not provided documentation of any other realistic good cause justification for reduction.
4. The total fine (\$19,200) was the result of the Code Enforcement Board's determination that the violations cited were safety concerns.

Fiscal/Budget Impact:

Recommendations for rescission or reduction have historically not been approved at an amount below City cost (\$1,600.00), which is the minimum amount the City has incurred for enforcement of a typical case and is judicious for marginal cost-recovery.

Requested Action:

Approval of the Code Enforcement Board's recommendation to deny the request for reduction of the fine amount for Lien No. CE#2023-00313, with the fine remaining at the current balance amount of \$19,200 against the subject property and cited respondent(s), until paid.

Code Enforcement Section

Memorandum



TO: Jenni Lamb, City Manager

THRU: Shane Leech, Fire Department Chief
Steve Innes, Code Compliance Division Building Official

FROM: Mark Herold, Code Enforcement Official 

SUBJECT: **Code Enforcement Rescission / Reduction Request**
Code Enforcement Case #: CE#2023-00313 (2528-2546 Pineapple Ave)

DATE: 8/20/2026

The City has received a Code Enforcement rescission/reduction request for the above referenced Code Enforcement Case and address.

The Code Enforcement Board's recommendation has been placed on the City Council Agenda dated, **8/11/2026**.

Attached is the staff report and the Code Enforcement Board's Recommendation for your review.

Attached:

1. Code Board's Recommendation
2. Rescission Application
3. City Council Meeting Notice
4. Case Timeline
5. Staff Report
6. Inspector's Affidavit
7. Fine & Administrative Cost Summary
8. Recorded Lien
9. Photos

C: City Attorney



Code Enforcement Board



For the City of Melbourne, Florida
900 E. Strawbridge Avenue, Melbourne, FL 32901
(321) 608-7900
Code.Compliance@mlbfl.org

RESCISSION RECOMMENDATION TO CITY COUNCIL

For Code Enforcement Case: CE#2023-00313

To the City Council for the City of Melbourne:

THIS CAUSE came for public hearing before the City of Melbourne Code Enforcement Board on 7/8/2026 and was in response to an application requesting rescission of the code enforcement lien in Case **CE#2023-00313**. Said lien was recorded in the official records in and for Brevard County, Florida on 8/16/2024 Book / Page # 10134 / 1914. The recorded lien is enforceable against any real or personal property owned by the respondent(s), and/or against the subject property located in the City of Melbourne, Florida known as:

Cited Respondent(s) Owner(s) / Estate of, All Other Parties and Heirs of Interest:	Silver Pineapple, LLC
TX. Acct. #:	2712455
Site Address:	2528 – 2546 Pineapple Ave., Melbourne, FL 32935
Parcel ID: (Tw-Rq-Sec-Sub-Blk-Lt)	27-37-09-51*-8

UPON CONSIDERATION of the above styled proceeding and evidence and/or testimony submitted; the Code Enforcement Board, pursuant to a majority vote, recommends to City Council that the lien filed in the above-referenced code enforcement case **not be rescinded nor reduced** and the fine remain at the current amount of **\$19,200.00** against the respondent(s) and/or the subject property, until paid. [Cited Respondent(s): Silver Pineapple, LLC; Current Owner(s): Silver Pineapple, LLC; Applicant(s): Silver Pineapple, LLC; Address: 2528 – 2546 Pineapple Ave.].

DONE AND ORDERED on 7/15/2026 at the City of Melbourne, Brevard County Florida.

**CODE ENFORCEMENT BOARD OF THE
CITY OF MELBOURNE, FLORIDA**

BY:


Rick Dryden, Code Enforcement Board Chairperson or Authorized Representative

City of Melbourne Code Enforcement Board
Rescission Recommendation to City Council



CE Complaint #: CE#2023-00313

Address: 2536 Pineapple Ave., Melbourne, FL 32935

This Recommendation is also being provided to:

Silver Pineapple, LLC

Ms. Ada Briceno – Reg. Agent

235 Lincoln Rd., Ste 307

Miami Beach, FL 33139

2023-00313 MH

APPLICATION FOR CODE ENFORCEMENT FINE
RESCISSION / REDUCTION

TO: City of Melbourne’s Code Enforcement Board
THRU: City of Melbourne Code Enforcement Section
APPLICANT(S): Silver Pineapple, LLC
SUBJECT: Rescission/Reduction Application for Code Enforcement Fine
Case #: CE#2023-00313 Address: 2536 Pineapple Ave
DATE: 4/16/2026

This is a request that the City’s Code Enforcement Board consider a rescission and/or reduction recommendation to City Council regarding the City of Melbourne’s Code Enforcement Lien(s) against the above property.

Lien Recording with Brevard County Clerk of Courts:

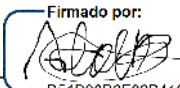
- Recording Date: Book / Page:

Applicant’s Information:

Relationship To Property Owner
Mailing Address 2536 Pineapple Ave
City, State Zip Melbourne, FL 32935
Phone # 305-515-0782
E-Mail Ada@silverpineapple.net

Applicant’s Comments / Reason for Rescission or Reduction Request:

Our intent since we purchased the property was always to provide honorable, clean and safe living quarters for the community. Prior to the purchase, the property was really ran down and known for being an eye sore while being a hot bed for crime and drug use. With our improvements, we have elevated the community, keeping a high standard for our residents and guest while also making sure the property is clean and presentable at all times. The majority of our work was properly permitted with new roof placements, hurricane impact windows etc.

Applicant’s Signature:  B51B00B8F69B416...
Print Name: Ada Briceno

☐ See Attached Other Comments, Documentation and/or Information.

Fwd: Silver Pineapple

From Ada Briceno <ada@silverpineapple.net>

Date Thu 03/26/2026 9:56 PM

To Mark Herold <Mark.Herold@mlbfl.org>; Ralph Keller <Ralph.Keller@mlbfl.org>; Joel Espino <JoelFLRealEstate@gmail.com>

 1 attachment (431 KB)

Rescission App. & Criteria.pdf;

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mark,

Thank you for your message and for outlining the Council's criteria. I appreciate the opportunity to clarify and provide the required documentation in support of my request regarding CE#2023-00313 (2536 Pineapple Ave).

In response to the Council's criteria:

1. Public Benefit

The requested reduction will allow us to reinvest resources directly into the property, including ongoing maintenance, safety improvements, and overall site conditions. These enhancements will contribute to a safer, cleaner, and more welcoming environment for the public and surrounding community.

2. Reasonable & Timely Compliance

While there were initial communication challenges due to language barriers, we made consistent efforts to understand and comply with all requirements. Once clarified, we acted promptly and have since achieved full compliance with the City's standards.

3. Non-Economic Hardship

Beyond financial considerations, the situation created operational strain that affected our ability to efficiently manage and maintain the property. A reduction would help us stabilize operations and continue meeting City expectations at a high standard.

4. Good Cause

We have demonstrated good faith throughout the process by working diligently to resolve all issues and comply fully with the City's code requirements despite the challenges encountered.

We are currently compiling documentation to support these points, including evidence of compliance, property improvements, and communications history, and will submit it shortly for your review.

Please let me know if there are any specific documents or additional details you would like us to include.

Thank you again for your guidance and consideration.

Best regards,

Ada Briceno | Corporate Manager

Silver Pineapple LLC

(305)-216-9418

ada@silverpineapple.net



----- Forwarded message -----

From: **Ada Briceno** <ada@silverpineapple.net>

Date: Thu, Mar 26, 2026 at 9:18 PM

Subject: Fwd: Silver Pineapple

To: javier@aldiatoday.com <javier@aldiatoday.com>

----- Forwarded message -----

From: **Mark Herold** <Mark.Herold@mlbfl.org>

Date: Tue, Mar 24, 2026 at 3:06 PM

Subject: Re: Silver Pineapple

To: Ada Briceno <ada@silverpineapple.net>

Cc: Ralph Keller <Ralph.Keller@mlbfl.org>

CE#2023-00313 (2536 Pineapple Av)

Please be advised your application must clearly communicate and include documentation supporting the criteria set by Council.

Council Criteria:

(1) PUBLIC BENEFIT: Is the applicant's request based on facts that the public would be at risk if the fine is not reduced, or the public would have a direct benefit if the fine were reduced?

(2) REASONABLE & TIMELY COMPLIANCE: Were the applicant's actions toward compliance reasonable and timely?

(3) HARDSHIP THAT IS NON-ECONOMICAL: Is the applicant's request based on an exceptional, non-economic, unnecessary hardship?

(4) GOOD CAUSE: Did the applicant provide good cause to reduce the fine, for Code Board Consideration

DOCUMENTATION SUPPORTING CLAIMS REQUIRED

Mark Herold

City of Melbourne
Code Enforcement Official

NOTE: The City does not provide legal advice.

DISCALIMER: General questions and answers via email or over the phone tend to be multifaceted and situational, are dependent on the question asked, the understanding of that question and other factors. Therefore, these types of communication tend to be basic, are not meant to be all inclusive, nor meant to be the City's official position.

We also recommend that any official City position should be in writing by authorized City staff having the authority to provide an official position. Any information outside this formal process is considered informal and should not be taken as the City's official position.

From: Ralph Keller <Ralph.Keller@mlbfl.org>

Sent: Tuesday, March 24, 2026 9:29 AM

To: Ada Briceno <ada@silverpineapple.net>

Cc: Mark Herold <Mark.Herold@mlbfl.org>

Subject: Re: Silver Pineapple

Ada Briceno,

You had a lot of work done on the apartments at 2528 - 2546 Pineapple Ave. without the necessary Permits in 2023. The Code Enforcement Board paused the fine of \$19,200 on Oct. 23, 2024 before the Property was in Compliance. The remaining necessary Permits were issued this year. Case CE#2023-00313 is now Complied.

Per your request, please see the attached Recission of Fine application and the conditions required to qualify for a recission of fine.

Code Compliance Officer
City of Melbourne
On Florida's Space Coast
Code Compliance Division
Melbourne Fire Department
900 E. Strawbridge Avenue
Melbourne, Florida 32901
Phone: (321) 608-7950
Email: Ralph.Keller@mlbfl.org

From: Ada Briceno <ada@silverpineapple.net>
Sent: Monday, March 23, 2026 11:34 AM
To: Ralph Keller <Ralph.Keller@mlbfl.org>
Subject: Silver Pineapple

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Ralph,

I hope you are doing well.

I am writing to request a meeting to discuss our current case and the rescission. I would also like to introduce you to a new person who is now working with me.

Please let me know your availability for a brief discussion.

Best regards,

Ada Briceno
Corporate Manager
Silver Pineapple LLC
(305)-216-9418
ada@silverpineapple.net

Ada Briceno | Corporate Manager
Silver Pineapple LLC
(305)-216-9418
ada@silverpineapple.net

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City of Melbourne



Code Compliance Division
900 E. Strawbridge Avenue, Melbourne, FL 32901
(321) 608-7905

CITY COUNCIL MEETING NOTICE

Certified Mail #: N/A

All Parties and Heirs of Interest

Silver Pineapple LLC

Ms. Ada Briceno – Reg. Agent
235 Lincoln Rd. Ste. 307
Miami Beach, FL 33139
CE#2023-00313 RK

Silver Pineapple LLC

Ms. Ada Briceno – Reg. Agent
2536 Pineapple Ave.
Melbourne, FL 32935
CE#2023-00313 RK

July 20, 2026

Reference: Code Enforcement Case #: CE#2023-00313

To Whom It May Concern:

You are hereby notified that the City of Melbourne has scheduled a **public hearing before the City Council**, to be held on:

Tuesday, August 11, 2026 @ 6:30 p.m.

Location:

Council Chambers, Melbourne City Hall
900 E Strawbridge Avenue
Melbourne, Florida 32901

For the following property in the City of Melbourne, Florida and/or for the named Respondent(s) / Parties accountable:

Owner(s) / Respondent(s):	Silver Pineapple LLC
TX. Acct. #:	2712455
Site Address:	2526-2546 Pineapple Ave. Melbourne, FL 32935
Parcel ID: (Tw-Rg.-Sec- Sub- Blk-Lt)	27-37-09-51-* -8

Public Information: <https://energovweb.mlbfl.org/EnerGovProd/SelfService#/search?m=5&ps=10&pn=1&em=true>



CE Complaint:

CE#2023-00313

Complaint Address:

2526-2546 Pineapple Ave. Melbourne, FL 32935

This Notice is being provided to the property owner(s), alleged violator(s), other responsible parties and / or their representative(s) at their known mailing addresses and the legally identified mailing address as identified by the Brevard County Property Appraiser's Office pursuant to Section 162.12, Florida Statutes.

Please contact this office **at (321) 608-7905** for further assistance.

Sincerely,

CITY OF MELBOURNE

Mark Herold

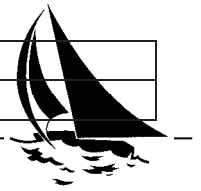
Mark Herold, Code Enforcement Officer

321-608-7946

Mark.Herold@mlbfl.org

MTH

Code Enforcement Case #:	CE#2023-00313
Address (or Parcel ID):	2536 Pineapple Av Melbourne, FL 32935



CE Case Timeline of Events

DATE:	-	EVENT:
04/10/23	-	A complaint was received concerning several work without permit violations at a multi-family apartment complex zoned (R1AA). Work without permit Included new windows, mini split A/C units, electrical panel change out, tankless and on-demand water heaters along with associated plumbing and electrical wiring. Newly installed items revealed exposed unsafe wiring, and non-code compliant plumbing installation. Observations also revealed exposed sewer line with uncapped cleanouts, exterior wall deterioration with breaches, interior renovations of various units including toilets, kitchen sinks and various lighting fixtures. Additionally, it was determined that the water heaters were installed outdoors, exposed to the elements, not rated for outdoor installation and therefore unsafe.
04/13/23	-	Original Notice of Violation (NOV) mailed.
04/17/23	-	Contact made with property manager indicating permits would be applied for.
June – Dec. 23'	-	Several permits piecemealed for work without permit violations.
01/2024	-	Several permits expired due to lack of action.
03/27/24	-	Code Board Finding of violation / Comply by 04/14/24
04/15/24	-	Code Board orders a \$100 per day fine. The daily fine amount considered the unrated for outdoor installation of the water heaters and therefore being unsafe.
07/31/24	-	Fine runs. Permit concerns, failed inspections, time lapses and unpaid permit fees.
10/23/24	-	Fine Paused at \$19,200. Continued permit concerns, failed inspections, time lapses and permit fees not paid.
01/2025	-	Continued permit concerns, failed inspections, time lapses and permit fees not paid.
10/29/25	-	Submitted alteration of City documents regarding fine amounts. Attached.
01/15/26	-	Permits completed / Violations Complies with \$19,200 fine. Approximately 2.5 years.
04/16/26	-	Application for rescission received.
07/08/26	-	Code Board Hearing / Rescission Request Denied
In summary, this complaint was open for a total of 1012 days (<i>approximately 2 years., 9 months., 6 days</i>) and received a fine for 192 days (<i>6 months, 9 days</i>) totaling \$19,200 dollars.		

Staff Report
Code Enforcement Rescission / Reduction Request



Code Enforcement Case #:	CE#2023-00313
Address (or parcel ID):	2548 - 2546 Pineapple Av Melbourne, FL 32935

Background/Consideration:

On 04/10/2023, the City of Melbourne received a complaint concerning several work without permit violations at a multifamily apartment complex zoned (R1AA). Work without permit included new windows, mini-split A/C units, electrical panel change outs, tank less and on-demand water heaters, along with associated plumbing and electrical wiring. Newly installed items revealed exposed unsafe wiring, and non-code compliant plumbing installation. Observations also revealed exposed sewer lines with uncapped clear-outs, exterior wall deterioration with breaches, interior renovations of various units including toilets, kitchen sinks and various lighting fixtures. Additionally, it was determined that the water heaters were installed outdoors, exposed to the elements, not rated for outdoor installation and therefore unsafe.

After initial contact with the property manager, it was determined that the unpermitted work was completed by unlicensed individuals who also specifically created the above-described unsafe conditions. Although permits were soon applied for, unlicensed work, failed inspections, time lapses and unpaid fees resulted in void permits and prolonged noncompliance.

One year later, 04/15/2024, after considering the safety violations, the Code Enforcement Board ordered fines in the amount of \$100 per day until complied. The fine continued to run until it was paused on 10/23/24, at \$19,200, which was the city's recommendation based on the standard discretionary total fine amounts at the time.

In October 2025, the city received information regarding an attempt to falsify the code enforcement case status and the total fine amount. This information and follow-up documentation was provided by an interested party who coincidentally contacted Code Enforcement for additional information about the property. This interested party was led to believe the case was complied and that the fine was much less than the actual fine amount. The interested party was provided with an altered City document supporting this claim. Attached are both the altered document and the original for comparison.

Two and a half years later, 01/15/26, the assigned inspector determined that the work without permit, maintenance and safety violations were resolved pursuant to the Code Board's orders to comply. In summary, this complaint was open for a total of 1012 days (*approximately 2 years., 9 months., 6 days*) and received a fine for 192 days (*6 months, 9 days*) totaling \$19,200 dollars.

[Cited Respondent(s): Silver Pineapple, LLC; Current Owner(s): Silver Pineapple, LLC; Applicant(s): Silver Pineapple, LLC; Address: 2528 – 2546 Pineapple Avenue].

Staff Report
Code Enforcement Rescission / Reduction Request



Code Enforcement Case #:	CE#2023-00313
Address (or parcel ID):	2548 - 2546 Pineapple Av Melbourne, FL 32935

City Council Rescission Criteria:

- A. The city's recommendations for rescission are pursuant to City Council's Resolution No. 1858; which provides the criteria for reducing the amount of any fine that has been reduced to a lien.
- B. It is the applicant's burden to provide evidence, documentation, statements or other supportive evidence that meets the City Council's criteria as summarized below:
- (1) Public Benefit: Is the applicant's request based on facts that the public would be at direct risk if the fine is not reduced, or the public would have a direct benefit if the fine were reduced?
 - (2) Timely Compliance: Were the applicant's actions toward compliance reasonable and timely?
 - (3) Non-Economic Hardship: Is the applicant's request based on an exceptional, non-economic, unnecessary hardship?
 - (4) Other Realistic Good Cause: Did the applicant provide any other realistic good cause to reduce the fine, for Code Board consideration?
- C. If the applicant provides an applicable justification for rescission, the city's recommendation generally does not go below city cost (\$1600). This is the minimum amount the city has incurred for enforcement of a typical case and is judicious for marginal recovery.

Applicant's Justification for Rescission Summarized:

While briefly summarized below, the applicant's complete written statement for rescission is attached.

- (1) Public Benefit: The property was in distress prior to ownership in 2020 (rundown, eye sore, crime and drugs). As the new owners, improvements were made that elevated the community and improved the standard of living for tenants.
- (2) Timely Compliance: Timeliness was hindered by a communication gap between the city and the property owner's representative. Once clarification was received, full compliance was met without additional delays.
- (3) Non-Economic Hardship: Reduction of the total fine will allow funds to be reinvested back into the property continuing to benefit the community and the standard of living for the tenants.
- (4) Other Realistic Good Cause: Good faith efforts were continually made to resolve permitting issues and to fully comply with requirements. Many of the other improvements were completed with the proper permits, including roof.

Staff Report
Code Enforcement Rescission / Reduction Request



Code Enforcement Case #:	CE#2023-00313
Address (or parcel ID):	2548 - 2546 Pineapple Av Melbourne, FL 32935

City Considerations:

Pursuant to Council resolution, did the applicant provide the minimum criteria justifying a recommendation for rescission?

- (1) Public Benefit: The city does not support the applicant's position of public benefit. Any completed improvements were the minimum required for any property and were made for the personal financial gain of the owners. Additionally, the property improvements were made without permits, by unlicensed people and resulted in significant safety concerns. Without receiving a complaint, these safety violations would have resulted in a threat to the tenants and the community. There are no indications of unusual or decreased criminal activity in the area and credited to these improvements.
- (2) Timely Compliance: The city does not support the applicant's position of timely compliance. The assigned inspector continually communicated with the property representatives with no significant language barrier being documented. The property owner's unlicensed work, failed inspections, time lapses for required inspections and unpaid fees resulted in void permits and prolonged noncompliance (2.5 years).
- (3) Non-Economic Hardship: The city does not support the applicant's position of a non-economic hardship. Any improvements are to the benefit and financial gain of the owners, including possible sales to other investors.
- (4) Other Realistic Good Cause: The city does not support the applicant's position of other realistic good cause. Any progress made was related to a complaint being received about safety, was not timely and took over 2.5 years.

City's Recommendation for Code Board:

After reviewing the applicant's documentation, the case facts and other case information, the city concluded; there was no documentation or other information offered that met City Council criteria and justifying a recommendation from the city to reduce the fine. The city recommended denying the applicants' request to reduce the total fine amount of \$19,200.

Code Enforcement Board's Recommendation for City Council:

After consideration of the applicant's and city staff's testimony, review of the documentation and the staff report, the Code Enforcement Board recommends the City Council deny the applicants' request for rescission and the lien remains at the current balance of \$19,200 until paid.

Staff Report
Code Enforcement Rescission / Reduction Request



Code Enforcement Case #:	CE#2023-00313
Address (or parcel ID):	2548 - 2546 Pineapple Av Melbourne, FL 32935

Available City Council Motions

1. City Council Motion / Denial of Rescission Request:

UPON CONSIDRATION of the Code Board's recommendation, I motion City Council deny a reduction of the fine amount for Lien number **CE#2023-00313** and the fine remain at the current balance of **\$19,200** dollars against the cited respondent(s) and subject property until paid.

2. Recommend Reduction to Other Fine Amount:

UPON CONSIDRATION of the Code Board's recommendation, I motion City Council reduce the fine amount for lien number **CE#2023-00313** from the fine balance of **\$19,200** dollars to **\$TBD**. The reduced fine amount to be paid within **60 days** of City Council approval. Once paid, the City Manger is authorized to satisfy lien number **CE#2023-00313** against the cited respondent(s) and the subject property.

In the event the reduced fine amount of **\$TBD** is not paid in full within **60 days** of City Council approval, the code enforcement lien, number **CE#2023-00313**, would revert to the full lien balance amount of **\$19,200**.

3. Reduction of Fine to \$0.00:

UPON CONSIDRATION of the Code Board's recommendation, I motion City Council reduce the fine amount for lien number **CE#2023-00313** from the fine balance of **\$19,200** to **\$0.00**. Upon City Council approval, the City Manager is authorized to satisfy lien number **CE#2023-00313** against the cited respondent(s) and the subject property.



Code Enforcement Board



For the City of Melbourne
900 E. Strawbridge Avenue, Melbourne, FL 32901
Phone #: (321) 608-7900
E-Mail: Code.Compliance@mlbfl.org

ORDER TO INDEFINITELY PAUSE FINE

Certified Mail #: N/A

All Parties and Heirs of Interest

SILVER PINEAPPLE LLC

Ms. Ada Ms. Briceño, Reg. Agt

2536 Pineapple Ave

Melbourne, FL 32935

Altered City Document

Reference: Code Enforcement Case: CE#2023-00313

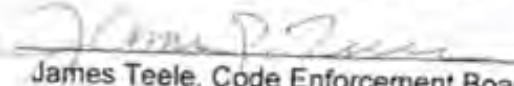
To Whom It May Concern:

This case was again scheduled for the Code Enforcement Hearing on May 27, 2025. Although the code violations remain not corrected, upon case review, this Board, pursuant to a majority vote, orders the fine to be paused at the current amount of \$12,800.00 until further notice, concerning property and/or respondent(s) known as:

Cited Owner(s) / Respondent(s):	SILVER PINEAPPLE LLC
TX. Acct. #:	2712455
Site Address:	2526 - 2538 PINEAPPLE AVE MELBOURNE FL 32935
Parcel ID (Tw-Rtg-Sec-Sub-Bld-Lt):	27-37-09-51-*8

DONE AND ORDERED on May 27, 2025 at the City of Melbourne, Brevard County, Florida.

CODE ENFORCEMENT BOARD OF THE
CITY OF MELBOURNE, FLORIDA


James Teele, Code Enforcement Board Chairperson or Authorized Representative



Code Enforcement Board

For the City of Melbourne
900 E. Strawbridge Avenue, Melbourne, FL 32901
Phone #: (321) 608-7900
E-Mail: Code.Compliance@mlbfl.org



ORDER TO INDEFINITELY PAUSE FINE

Certified Mail #: N/A

All Parties and Heirs of Interest

SILVER PINEAPPLE LLC

Ms. Ada Ms. Briceño, Reg. Agt.

235 LINCOLN RD, STE 307

MIAMI BEACH, FL 33139

Original City Document

October 30, 2024

Reference: Code Enforcement Case: CE#2023-00313

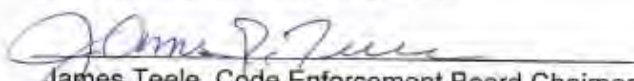
To Whom It May Concern:

This case was again scheduled for the Code Enforcement Hearing on **October 2024**. Although the code violations remain not corrected, upon case review, this Board pursuant to a majority vote, orders the **fine to be paused at the current amount of \$19,200.00**, until further notice, concerning property and/or respondent(s) known as

Cited Owner(s) / Respondent(s):	SILVER PINEAPPLE LLC
TX. Acct. #:	2712455
Site Address:	2526 - 2538 PINEAPPLE AVE MELBOURNE FL 32935
Parcel ID (Tw-Rg.-Sec-Sub-Blk-Lt):	27-37-09-51-*8

DONE AND ORDERED on **October 30, 2024** at the City of Melbourne, Brevard County, Florida.

**CODE ENFORCEMENT BOARD OF THE
CITY OF MELBOURNE, FLORIDA**


James Teele, Code Enforcement Board Chairperson or Authorized Representative

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City of Melbourne

Code Enforcement



ASSIGNED INSPECTOR'S CASE SUMMARY AFFIDAVIT

Reference Code Enforcement Case #: CE#2023-00313

**The Undersigned Code Enforcement Officer,
Declares Under Penalty of Perjury, that the Following Is True and Correct.**

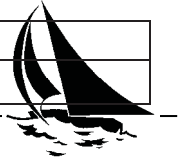
- ☒ 1. I personally was the assigned investigating officer for the above code enforcement case.
- ☒ 2. The attached foregoing staff report and associated documentation for the above City lien and rescission request, have been personally reviewed by me.
- ☒ 3. The same attached foregoing case history, report and associated documentation for the above City lien, is a truthful rendition of the case record as personally reported on and documented by me.

By authorizing my automated signature below, I declare under penalty of perjury, that the foregoing is true and correct.

Ralph Keller  Digitally signed by Ralph Keller
Date: 2026.05.14 15:11:13 -04'00'

Ralph Keller, Code Enforcement Officer

Code Enforcement Case #:	CE#2023-00313
Address (or Parcel ID):	2536 Pineapple Av Melbourne, FL 32935



Case Fine & Administrative Cost Summary

1. Fine Summary:									
Fine Start Date:	04/14/2024	Fine Stop Date:	10/22/2024	Total Fine Days	192	(x)	\$100	(=)	\$19,200
Fine <u>Restart</u> Date:		Fine Stop Date:		Total Fine Days		(x)	\$	(=)	\$
Fine <u>Restart</u> Date:		Fine Stop Date:		Total Fine Days		(x)	\$	(=)	\$
Total Fine Amount (See Billing Request Below):								(=)	\$19,200
Payment(s)								(-)	N/A
Balance								(=)	\$19,200
Recommended Minimum Fine Amount:								(=)	\$1,600.00

Code Enforcement Case #:	CE#2023-00313
Address (or Parcel ID):	2536 Pineapple Av Melbourne, FL 32935



Case Fine & Administrative Cost Summary

Code Officer Initial Investigation Cost:				
Initial Inspection / Case Activity	\$37.00	x	1	= \$37.00
Additional Inspection(s) / Case Activity (Prior to Hearing)	\$37.00	x	6	= \$222.00
Code Officer Hearing Cost:				
Initial Hearing Prep.	\$37.00	x	2	= \$74.00
Initial Hearing Attendance (30 min. Presentation)	\$28.00	x	1	= \$28.00
Additional Hearing Prep	\$37.00	x	3	= \$111.00
Additional Hearing Attendance (30 min. Presentations)	\$28.00	x	3	= \$84.00
TOTAL CODE OFFICER COST \$				\$556.00

Clerical & Code Official Initial Support Cost:				
Initial Support	\$37.00	x	1	= \$37.00
Additional Support (Prior to Hearing)	\$37.00	x	3	= \$111.00
Clerical & Code Official Hearing Support Cost:				
Initial Support Hearing Prep.	\$37.00	x	2	= \$74.00
Initial Support Hearing Attendance (30 min. Presentation)	\$28.00	x	1	= \$28.00
Additional Support Hearing Prep	\$37.00	x	3	= \$111.00
Additional Support Hearing Attendance (30 min. Presentations)	\$28.00	x	3	= \$84.00
TOTAL CODE OFFICER COST \$				\$445.00

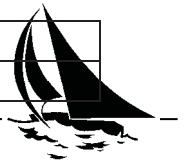
Other City Cost:				
<u>Operating Expenses:</u>				
Rescission Application				= \$82.00
File Printing, Maintenance and Storage				= \$53.00
Photographic printing.				= \$13.00
1 st Class Mailings	\$0.68	x	10	= \$6.80
Certified Mail Mailings	\$8.69	x	6	= \$52.14
Postings				= \$28.00
Vehicle Use & Maintenance Cost (Median 3 miles per Inspection)	\$00.720	x	21	= \$15.12
Overhead Cost:				
Misc. Other City Department Support & Activity (Com. Dev., Eng. Streets, Revenue, etc....).	\$53.00		4	= \$212.00
<u>Overhead & Replacement Cost:</u>				
Overhead for City buildings and Equipment (electrical, water, sewer, vehicle maintenance, tools, equipment, software etc.) 10% of the overall Case costs.	\$1372.60	x	10%	= \$136.94
TOTAL Other City COST \$				\$599.00

Minimum Recommended Fine Amount TOTAL \$	For Each Case	=	\$1,600.00
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Code Enforcement Case #:**CE#2023-00313**

Address (or Parcel ID):

2536 Pineapple Av Melbourne, FL 32935

**Lien Copy**

Lien Recording Date: 8/16/2024

Book / Page: 10134 / 1914

**Code Enforcement Board**

For the City of Melbourne
900 E. Strawbridge Avenue, Melbourne, FL 32901
Phone #: (321) 608-7900
E-Mail: Code-Compliance@melbfl.org

**ORDER IMPOSING FINE AND
AUTHORIZING RECORDING OF LIEN**

Certified Mail #: N/A

All Parties and Heirs of Interest

Reference: Code Enforcement Case: CE#2023-00313

To Whom It May Concern:

THIS CAUSE came for public hearing before the City of Melbourne Code Enforcement Board on 3/27/2024, after due notice to Respondent(s). The Board heard and considered evidence and reviewed specific Board Order(s), which was furnished to Respondent(s). Said Order, or subsequent Order(s) required, Corrective Action By April 14, 2024. Said Order(s) identified the land for which the violation(s) exists at the following property in the City of Melbourne, Florida and/or the named Respondent(s) accountable etc.

Cited Owner(s) / Respondent(s):	SILVER PINEAPPLE LLC
TX. Acct. #:	2712455
Site Address:	2526 - 2536 PINEAPPLE AVE MELBOURNE FL 32935
Parcel ID:	27-37-09-51-1-8
Tr. & Sec. Sub. Blk. & Lot:	
Land Description:	RIVERVIEW LOTS 8,9
Property Use:	Multi-Family
Plat Book / Page:	00050078
	Zoning District: R1A
	Deed Book / Page: 88452817

After due notice to Respondent(s), a public Hearing was held on 5/1/2024. Based on the evidence and testimony presented at the hearing, this Board hereby finds that the Respondent(s) failed to comply with previous Order(s) to Comply.

BASED ON THE FOREGOING, IT IS HEREBY ORDERED:

1. That, having found that the Respondent(s) did not fully comply with previous Board Order(s) to Comply; Respondent(s) shall pay to the City of Melbourne a fine of \$100.00 per day beginning 4/15/2024.

Office of City Clerk
City of Melbourne
900 E. Strawbridge Avenue
Melbourne, Florida 32901

Page 1 of 2

Form Code: 0000000

Code Enforcement Board's
Order Imposing Fine and Authorizing Recording of Lien

CE Complaint: CE#2023-00313

Complaint Address: 2526 - 2536 Pineapple Ave., Melbourne, FL 32935

2. Said fine shall accrue or has accrued for each day the violation(s) exists and until full compliance is achieved, or until the Code Enforcement Board orders the fine to be stayed or capped at a date certain, as determined by supplemental Board Orders.
3. That a certified copy of this Order is authorized to be recorded in the Official Records of Brevard County, Florida, and Pursuant to §162.09(3), Florida Statutes the recorded copy of this Order shall constitute a lien against the subject property and upon any other real or personal property owned by the Respondent(s).

This Order is final. Pursuant to §162.11, Florida Statutes, Respondent(s) may seek to appeal, this Finding and Order, within thirty (30) days of the rendition date to the Circuit Court in and for Brevard County, Florida.

No further Board action is required unless otherwise requested. Upon request, the City and/or Respondent(s) may have this case scheduled for additional future Board action by contacting the Code Compliance Division at 321-608-7900.

DONE AND ORDERED on May 8, 2024 at the City of Melbourne, Brevard County, Florida.

**CODE ENFORCEMENT BOARD OF THE
CITY OF MELBOURNE, FLORIDA**

James Teale
James Teale, Code Enforcement Board Chairperson or Authorized Representative

Copies of this Fine and Lien Order have been mailed to:

SILVER PINEAPPLE LLC
Ms. Ada Ms. Briceño, Reg. Agt.
235 LINCOLN RD, STE 307
MIAMI BEACH, FL 33139

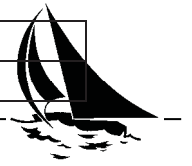
CERTIFIED COPY: I hereby certify that this document is a true and correct copy of the original lien order as it was approved and entered by the City of Melbourne's Code Enforcement Board.

Tammy Sisk
Tammy Sisk, Administrative Assistant
Code Enforcement Section

8/8/2024
Date

Page 2 of 2

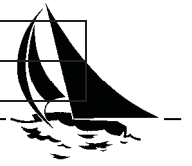
Code Enforcement Case #:	CE#2023-00313
Address (or Parcel ID):	2536 Pineapple Av Melbourne, FL 32935



Photos



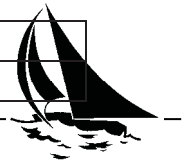
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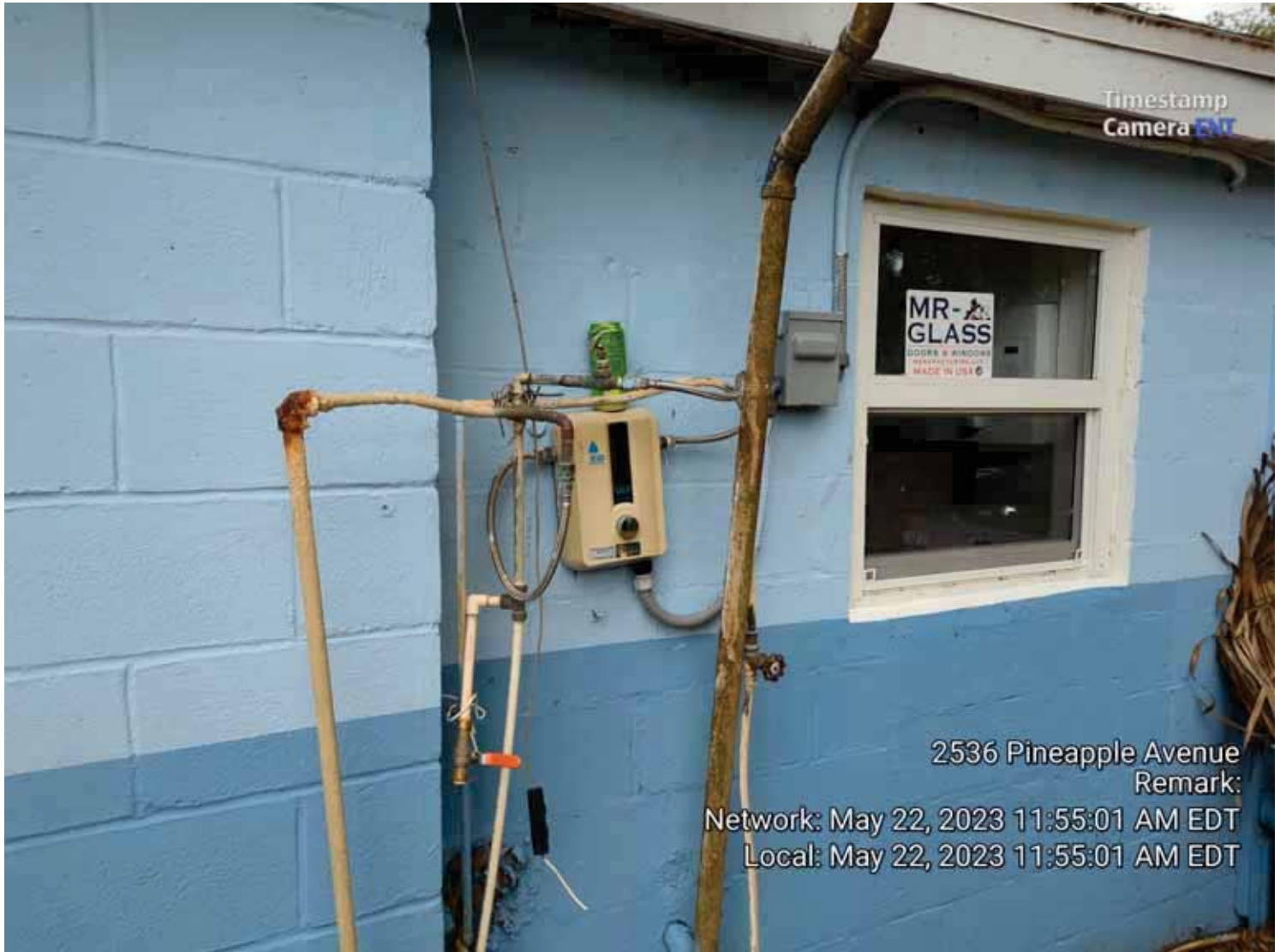
Photos



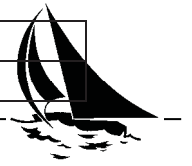
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Photos



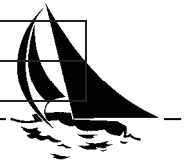
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Photos



Code Enforcement Case #:	CE#2023-00313
Address (or Parcel ID):	2536 Pineapple Av Melbourne, FL 32935



Photos





Melbourne City Council
August 11, 2026
City Manager's Item Report

Department:	Community Development
Presenter:	Cynthia Dittmer
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.13.

Subject:

Critical Community Need Request – Providence Connects, Inc. - Housing Case Manager Assistance

Background/Consideration:

This is a request for City Council to declare a Critical Community Need for the funding of a grant for Providence Connects, Inc. to provide housing case manager assistance to the chronically homeless within the City of Melbourne during the Fiscal Year (FY) 2027.

The City has worked on efforts to assist the homeless community citywide for a number of years. Funding for Housing Case Manager(s) has been provided annually through a declaration of Critical Community Need to Providence Connects/Daily Bread/Steadytown since FY 2017, ranging from \$50,000 to \$100,000. The current application requests a grant amount for FY 2027 of \$100,000 for two housing case managers, consistent with the last two years of funding. Providence Connects has continued to focus on finding housing opportunities for the chronically homeless through their outreach efforts and has fulfilled the requirements of the current Funding Agreement for FY 2026.

City Council revised Council Policy #10 regarding Grants-in-Aid and Critical Community Needs in February 2026. A Critical Community Need continues to be defined within the Policy as a social service or other closely related activity, benefiting the Melbourne community, of which Council is desirous of filling.

The revision amended the process for consideration of critical community needs as they are brought before City Council to a two-step process. The first step is declaration of the critical community need and the second step is the funding agreement approval. Upon approval of the first step and pending funding availability within the FY 2027 budget, a Funding Agreement will return to City Council after October 1 for final approval. At this time, there is not a funding source identified in the FY 2027 proposed budget for the Providence Connects, Inc. request.

Fiscal/Budget Impact:

If the declaration is approved and a funding source is identified in the FY 2027 budget, an item for approval of a Funding Agreement will be brought forth to City Council after October 1, 2026.

Requested Action:



Declaration of a Critical Community Need for the provision of housing case manager assistance to assist the chronically homeless population by Providence Connects, Inc. within the City of Melbourne.



Critical Community Needs Funding Grants-In-Aid Application

AGENCY: Providence Connects, Inc. (formerly Daily Bread, Inc.)

PROJECT/PROGRAM NAME: Homeless Case Management Services

ADDRESS: 17 E Hibiscus Blvd., Melbourne, FL 32901

CONTACT: Dr. Jeffrey Njus

PHONE: 321-723-1060

E-MAIL ADDRESS: jeff@providenceconnects.org WEBSITE: www.providenceconnects.org
(This person will receive notifications regarding grant decisions and reporting requirements)

WHO PREPARED THIS APPLICATION: Brandy Bean PHONE? 321-960-8610

FEDERAL TAX ID NUMBER: 59-2846212

DATE AGENCY ESTABLISHED: 1988

AMOUNT OF FUNDING REQUEST: \$100,000

1. Is this your first grant application to the City of Melbourne? ☐ YES ☒ NO
2. Has your organization received grants-in-aid funding from the City of Melbourne in the past?
☒ YES ☐ NO (as Daily Bread)
3. Please provide your agency's core mission statement.
Providence Connects is walking with our neighbors from surviving to thriving by providing food, housing, and trusted support.
4. Is this grant request for a new program, or continuation of an existing program?
Continuation of the Homeless Case Management Program
5. Please describe the program or project and explain how your program provides a critical community need, benefiting the City of Melbourne.
At the heart of our outreach efforts is our dedicated team of case managers, including two housing-focused case managers, a peer support specialist (who has experienced homelessness), an outreach specialist, and an SSI/SSDI Outreach, Access, and Recovery (SOAR) certified case manager. These professionals serve as the critical bridge between unsheltered homelessness and stable housing. Case Managers build trust through consistent, face-to-face engagement, assess individual needs, connect them with housing resources, and provide follow-up support necessary for long-term success.

Providence Connects Case Managers meet individuals experiencing homelessness at our access sites and in various locations, including parks, libraries, and camps. By connecting with these individuals through mobile outreach, we not only provide daily necessities for living, such as a hot meal and a shower, but also establish a face-to-face presence that builds trust, making it more likely that a person will discuss their circumstances and receive better assistance. Our mobile units are equipped to enable staff to enter individual information into the Homeless Management Information System (HMIS), assess their circumstances, determine potential benefits, refer them to appropriate services, and coordinate and monitor their progress from homelessness to a stable living environment. This outreach will ensure comprehensive coverage and serve as a regular point-in-time count. Additionally, this program will identify individuals at risk of homelessness, helping prevent the situation from escalating. Mobile outreach ultimately plays a critical role in identifying the most vulnerable individuals for housing placement through the county's coordinated entry system. When Providence Connects' housing development, Providence Place, opens in 2027, we anticipate that 70-100 homeless individuals in Melbourne will be housed in the first year.

6. What is the **project's** total budget? \$382,229
Please explain how you will use City funds towards your project.
The services of two full-time case managers for people located within the City of Melbourne.
7. What is your organization's total annual budget? \$1,375,307
(List the total budget for the local chapter if it is a widespread organization.)
8. Please list the main funding source(s) for your organization.
9.

Foundation Grants	12%
City & Government Grants	9%
Individual Donations	52%
Corporate Donations	7%
Churches	7%
Special Events	13%
10. What percentage of your organization's entire total annual budget comes from **private** (non-governmental) donations? 91%
11. Please list all private funding sources and amounts.

Foundation Grants	\$160,000
Individual Donations	\$710,485
Corporate Donations	\$92,355
Churches	\$94,644
Special Events	\$186,697
12. What percentage of your organization's entire total annual budget comes from **public** (governmental) donations? 9%

Please list all public funding sources and amounts.

City of Melbourne	\$100,000
Emergency Solutions Grant	\$27,000
13. Have you seen growth in your funding sources over the past year? X YES ___ NO

At the end of 2025, Daily Bread merged with the South Brevard Sharing Center, and the combined organizations are now called Providence Connects. As a result of this merger, new donors have been acquired.

14. Will this grant satisfy a matching grant requirement, or leverage funding from another grantor? X YES NO

If yes, list the name of the grantor, the grant program, and the amount of the grant.
ESG/HUD funding requires matching funds (\$27,000)

15. Please list any grants or subsidies your organization received from the City of Melbourne in the past three years. (Please include cash contributions, rent, utilities, or other program subsidies.)

Year	Amount	Description of Grant or Subsidy
2024	\$50,000	Homeless Case Management Services
2025	\$100,000	Homeless Case Management Services
2026	\$100,000	Homeless Case Management Services

16. In the table below briefly list 1-3 methods of evaluation and indicators of success.

Methods of Evaluation	Indicators of Success
<i>Tracking Attendance (Sample answer)</i>	<i>100 Attendees Per Session (Sample answer)</i>
Individuals in Housing Assistance/Outreach Project	170
Unique Individuals Receiving Case Management	170
Individuals Assisted with Relocation to Housing/Shelter (family/friend)	10
Individuals Assisted with Attaining/Maintaining Permanent Housing	30

17. Using the chart below briefly explain if your agency plans to collaborate with other agencies and partners on this project. Give specific examples and specify other collaborators:

Name of Partner	Activity/Service They Provide for This Project
Brevard Homeless Coalition	BHC provides a platform for Providence Connects to collaborate/partner with other local agencies. They also help administer government grant funding for expense reimbursement
Streetside Showers	Provides the shower trailer utilized at outreach access points, which is a draw to homeless individuals

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18. What is the total number of residents served by your agency and program?

	# of residents served by your <u>program</u> In fiscal year 2025	# of residents served by your <u>agency</u> In fiscal year 2025	Projected # of residents your <u>program</u> will serve in fiscal year 2026	Projected # of residents your <u>agency</u> will serve in fiscal year 2026
City of Melbourne	1592	11,879	1600	12,000
Outside City Limits				
Total Served				

19. Please provide any additional information you wish to have considered in support of your application.

One year ago, Providence Connects began a new chapter in the work of addressing homelessness in our community. On May 9, 2025, we transitioned from a facility-based meal program to a mobile outreach model, creating a more effective way to engage individuals experiencing homelessness while better integrating our services into the broader community. Just three days later, on May 12, our Mobile Outreach program launched, bringing meals, hygiene services, and compassionate support directly to those living unsheltered.

Today, our outreach team serves individuals not only at the original four meal sites, but also in parks, libraries, wooded areas, and other locations where people are living unsheltered. This shift has fundamentally changed how we engage with our community. Rather than waiting for people to seek services, we are meeting them where they are, building trust over time, and creating meaningful pathways to stability.

At the center of this work are our Case Managers—the heart of Providence Connects’ outreach efforts. Every meal served, shower provided, or outreach visit conducted is ultimately an opportunity to connect someone with a Case Manager who can help them navigate housing, healthcare, benefits, employment, and other critical resources. As a result of this proactive approach, Providence Connects has experienced a 60% increase in the number of unique individuals receiving case management services since transitioning to mobile outreach.

While an increasingly challenging housing market has made permanent housing placements more difficult, our Case Managers continue to maintain relationships with individuals they have served for years while also engaging many who have never before accessed services. These connections are laying the groundwork for long-term success. When Providence Place opens in Summer 2027, many of the eligible residents who will call it home will be individuals first identified, engaged, and supported through our outreach program.

We are deeply grateful to the City of Melbourne for its ongoing commitment to addressing homelessness through investments in case management. The City's partnership recognizes a fundamental truth: lasting change begins with relationships. By supporting case management services, Melbourne is helping ensure that our most vulnerable neighbors receive the guidance, advocacy, and support they need to move from homelessness toward stability and housing.

Signatures:

I certify that the information contained in this application is, to the best of my knowledge, true and accurate; that our agency subscribes to values which create an environment within the City in which all persons can enjoy equal rights and opportunities regardless of race, religion, sex, national origin, sexual orientation, age, physical, mental or economic status; and that this application is submitted with the Board of Director's full knowledge and endorsement.

The Florida Ethics Code prohibits council members from having membership in an organization that receives grant funding. By signing, I certify that no council member is a member of this organization.

Nancy Tomassone

Print Name

Nancy Tomassone

Signature

Board President

Title (Board President or Designee)

June 2, 2026

Date

Dr. Jeffrey Nius

Print Name

Dr. Jeffrey Nius

Signature

Executive Director

Title (Executive Director/CEO or Designee)

June 2, 2026

Date



2025 Board of Directors

OFFICERS

PRESIDENT

Nancy Tomassone (year 1, 3-year term)
Professional Expertise: Owner, NLT Consulting
Community Affiliations: Brevard Zoo Board Member

VICE PRESIDENT

Jessica Devine (year 1, 3-year term)
Professional Expertise: Director Membership Growth & Retention, The Home Care Association of Florida

TREASURER

Shayna Gleckel (year 1, 2-year term)
Professional Expertise: Independent Business Strategist
Community Affiliations: West Shore Volleyball Booster Club and Parent Association, Space Coast Tennis League

SECRETARY

Lesli Dooley (year 1, 2-year term)
Professional Expertise: Chief Operations Officer, Community Credit Union
Community Affiliations: Brevard Schools Foundation Board Member, Rolling Readers Board Member, United Way Finance & Governance Committee

MEMBERS

LeRoy Darby (year 1, 1-year term)
Professional Expertise: Retired, Eastern Florida State College
Community Affiliations: Central Brevard Sharing Center Board Member

Keith Donald (year 1, 3-year term)
Professional Expertise: Founder, Steadytown Inc.
Community Affiliations: Brevard Health Alliance Board Member

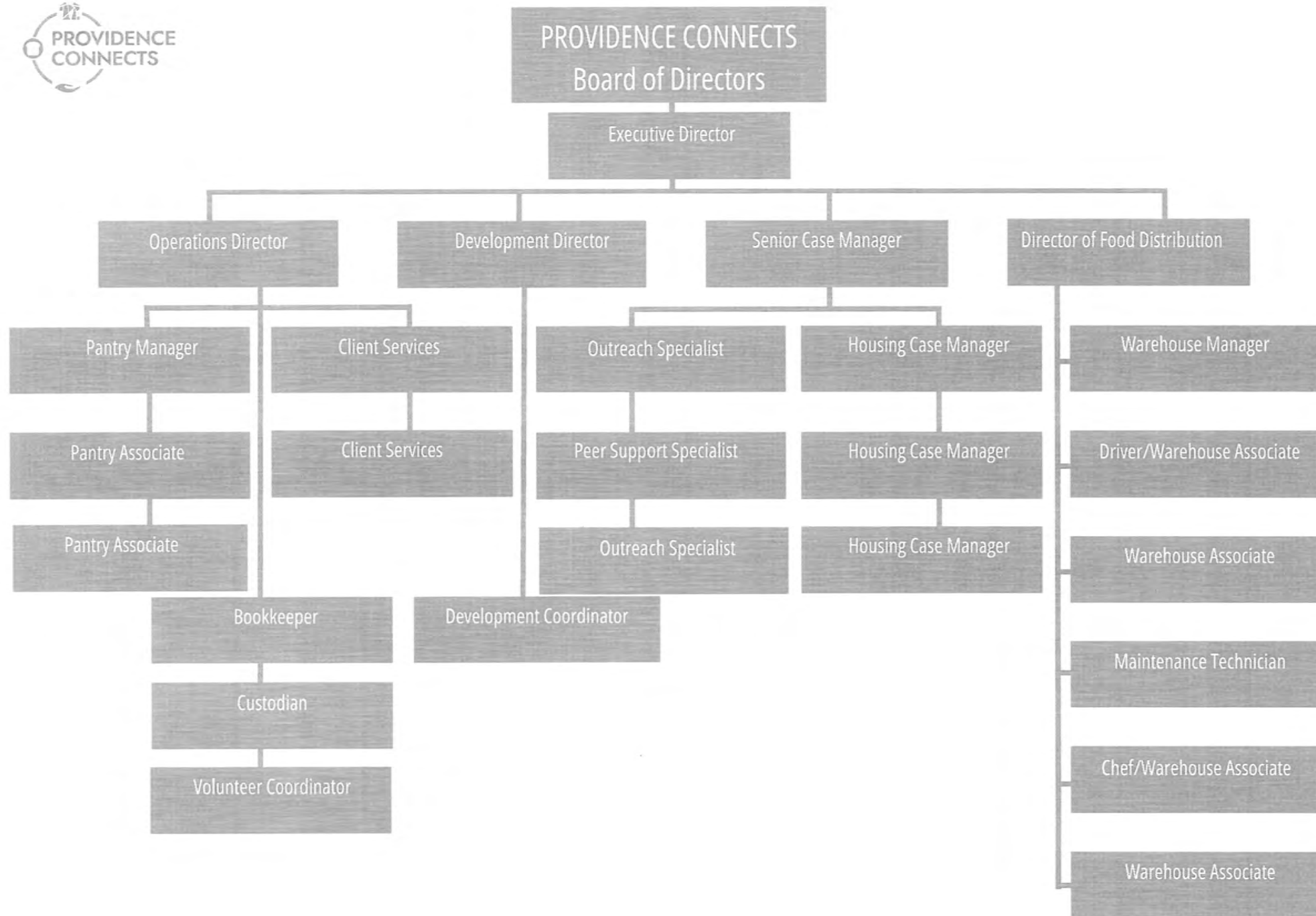
Neal Driscoll (year 1, 1-year term)
Professional Expertise: Principal Manager, Manufacturing Rockwell Collins Avionics

Doug Holton (year 1, 13-year term)
Professional Expertise: Retired, United States Air Force
Community Affiliations: Family Promise of Brevard Board Member
2

Le Greta Hudson (year 1, 2-year term)
Professional Expertise: Adjunct Professor of Nutrition, University of Missouri
Community Affiliations: Zeta Phi Beta Sorority Incorporated

Robert Rowe (year 1, 2-year term)
Professional Expertise: Senior Admissions Counselor, Florida Institute of Technology
Community Affiliations: Catholic Campus Ministries at Florida Tech

Please note that, because this is a new board resulting from the merger of Daily Bread and the Sharing Center, terms for this original board are for 1, 2, and 3 years.



OGDEN UT 84201-0046

In reply refer to: 0423227011
Mar, 18, 2026 LTR 252C 0
59-2846212 000000 00
00014753
BODC: TE

PROVIDENCE CONNECTS INC
% JEFF NJUS
17 E HIBISCUS BLVD
MELBOURNE FL 32901-3139

013211

Taxpayer Identification Number: 59-2846212

Dear Taxpayer:

Thank you for the inquiry dated Feb. 10, 2026.

We have changed the name on your account as requested. The number shown above is valid for use on all tax documents.

If you need forms, schedules, or publications, you may get them by visiting the IRS website at [IRS.gov/forms](https://www.irs.gov/forms) or by calling toll-free at 800-TAX-FORM (800-829-3676).

If you have any questions, please call us toll free at 877-829-5500.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, include your telephone number and the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

*See following page for
established date of 1988*

Enclosure(s):

 **IRS** Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248367569
Dec. 15, 2014 LTR 4168C 0
59-2846212 000000 00
00018942
BODC: TE


DAILY BREAD INC
% JOHN E FARRELL
815 E FEE AVE
MELBOURNE FL 32901

020136

Employer Identification Number: 59-2846212
Person to Contact: Mrs. Black
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Dec. 04, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in July 1988.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

Outreach Budget				
600100 Operating Facility Expense				
600102 Transit Van Insurance (Outreach Vehicle)	\$ 4,435.66	\$ 3,100.00	\$ 1,335.66	\$ 4,755.32
600112 Fuel - Gas/Oil/Diesel	\$ 4,190.70	\$ 3,000.00	\$ 1,190.70	\$ 5,000.00
600117 Food Trailer Insurance	\$ 637.79	\$ -	\$ 637.79	\$ 768.38
600118 Chevy Silverado Insurance	\$ 1,988.90	\$ -	\$ 1,988.90	\$ 2,410.98
Total 600100 Operating Facility Expense	\$ 128,303.42	\$ 138,700.00	\$ (10,396.58)	\$ 12,934.68
620000 Program Expenses				
620004 Supplies/Dry Goods	\$ 1,370.32	\$ 7,000.00	\$ (5,629.68)	\$ 4,000.00
620006 Health Services	\$ 3,727.18	\$ 5,000.00	\$ (1,272.82)	\$ 3,500.00
620007 Identification/Mail Services	\$ 564.70	\$ 1,500.00	\$ (935.30)	\$ 1,000.00
620013 Medical Emergency Housing	\$ 2,398.50	\$ 1,000.00	\$ 1,398.50	\$ 2,000.00
620014 Client Assistance Expenses	\$ 5,736.94	\$ 12,000.00	\$ (6,263.06)	\$ 10,000.00
620018 Community Outreach Vehicle/Supplies	\$ 98,403.91	\$ 92,000.00	\$ 6,403.91	\$ 12,000.00
620022 Client Relocation-Long Distance	\$ 2,133.76	\$ 2,500.00	\$ (366.24)	\$ 2,500.00
620026 Housing Assistance	\$ 1,432.33	\$ 4,000.00	\$ (2,567.67)	\$ 4,000.00
Total 620000 Program Expenses	\$ 256,882.24	\$ 244,126.65	\$ 12,755.59	\$ 39,000.00
670000 Admin Salaries & Benefits	\$ -	\$ -	\$ -	
670001 Outreach Team	\$ 43,661.03	\$ 28,927.50	\$ 14,733.53	\$ 257,667.00
670001 Outreach Support Team				\$ 72,627.75
Total 670000 Admin Salaries & Benefits	\$ 43,661.03	\$ 28,927.50	\$ 14,733.53	\$ 330,294.75
Total Outreach Budget				\$ 382,229.43

Daily Bread, Inc. and Subsidiary
CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2024

**REPORT**

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CONSOLIDATED FINANCIAL STATEMENTS

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Carr, Riggs & Ingram, L.L.C.
7506 Lynx Way
Suite 201
Melbourne, FL 32940

321.255.0088
386.336.4189 (fax)
CRlady.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Daily Bread, Inc. and Subsidiary
Melbourne, Florida

Opinion

We have audited the accompanying consolidated financial statements of Daily Bread, Inc. and Subsidiary (a nonprofit organization) (the "Organization"), which comprise the consolidated statement of financial position as of December 31, 2024, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion the consolidated financial statements referred to above presents fairly, in all material respects, the financial position of the Organization as of December 31, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with the auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statement section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted accounting standards, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters we identified during the audit.

Carr, Rigg & Ingram, L.L.C.

Melbourne, Florida

October 1, 2025

Daily Bread, Inc. and Subsidiary
Consolidated Statement of Financial Position

December 31, 2024

ASSETS

Current assets

Cash and cash equivalents	\$ 475,319
Grants receivable	10,973
Promises to give, net	275,848
Inventory	122,325
Investments	1,815,300
Beneficial interest in Community Foundation	115,908
Prepaid expenses	4,821

Total current assets	2,820,494
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Noncurrent assets

Promises to give, net	653,971
Property and equipment, net	1,598,853
Financing lease right-of-use assets, net	2,853

Total noncurrent assets	2,255,677
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Total assets	\$ 5,076,171
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LIABILITIES AND NET ASSETS

Liabilities

Accounts payable	\$ 11,533
Accrued payroll	24,443
Accrued vacation	18,471
Deferred revenue	19,828
Current portion of finance lease liabilities	1,078
Total current liabilities	75,353

Long-term Liabilities

Finance lease liabilities, less current portion	1,896
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Total liabilities	77,249
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Net assets

Without donor restrictions	3,648,931
With donor restrictions	1,349,991

Total net assets	4,998,922
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Total liabilities and net assets	\$ 5,076,171
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The accompanying notes are an integral part of these consolidated financial statements.

Daily Bread, Inc. and Subsidiary
Consolidated Statement of Activities

<i>For the year ended December 31,</i>		2024	
	Without Donor Restrictions	With Donor Restrictions	Total
Revenues			
Contributions	\$ 1,408,000	\$ 1,476,061	\$ 2,884,061
Grants	-	449,162	449,162
Special events	172,831	-	172,831
Miscellaneous revenue	1,347	-	1,347
Net realized and unrealized loss on investments	50,695	-	50,695
Interest income	15,333	-	15,333
In-kind contributions	1,182,978	-	1,182,978
Net assets released from restrictions	575,232	(575,232)	-
Total revenues	3,406,416	1,349,991	4,756,407
Expenses			
Program services			
Food distribution	1,099,481	-	1,099,481
Outreach/fresh start	665,909	-	665,909
Meal services	514,004	-	514,004
Providence place	111,892	-	111,892
Supporting services			
Management and general	222,911	-	222,911
Fundraising	144,094	-	144,094
Total expenses	2,758,291	-	2,758,291
Change in net assets	648,125	1,349,991	1,998,116
Net assets, beginning of year	3,000,806	-	3,000,806
Net assets, end of year	\$ 3,648,931	\$ 1,349,991	\$ 4,998,922

The accompanying notes are an integral part of these consolidated financial statements.

Daily Bread, Inc. and Subsidiary
Consolidated Statement of Functional Expenses

	PROGRAM SERVICES				SUPPORTING SERVICES		
<i>For the year ended December 31, 2024</i>	Food Distribution	Outreach/ Fresh Start	Meal Services	Providence Place	Management & General	Fundraising	Totals
Expenses							
Salaries	\$ 72,635	\$ 279,453	\$ 145,890	\$ -	\$ 75,621	\$ 71,746	\$ 645,345
Employee benefits	9,726	37,419	19,535	-	23,301	9,607	99,588
Operating facility expense	30,248	31,206	53,559	-	11,546	2,591	129,150
Program facility expense	190	114	417	-	7,644	-	8,365
Program expense	594	287,121	24,374	-	2,328	-	314,417
Office supplies	-	-	-	-	2,702	1,345	4,047
Professional services	-	-	-	-	29,680	-	29,680
Program travel expense	-	5,672	-	-	-	-	5,672
Providence place expenses	-	-	-	111,892	-	14,178	126,070
Administrative expense	1,014	1,577	2,421	-	54,445	-	59,457
Fundraising expense	-	-	-	-	-	42,016	42,016
Miscellaneous expense	-	-	-	-	11,823	-	11,823
Interest expense	-	-	-	-	141	-	141
In-kind food expense	972,503	-	243,126	-	-	-	1,215,629
Subtotal expense before depreciation	1,086,910	642,562	489,322	111,892	219,231	141,483	2,691,400
Depreciation/amortization	12,571	23,347	24,682	-	3,680	2,611	66,891
Total expenses reported by function	\$ 1,099,481	\$ 665,909	\$ 514,004	\$ 111,892	\$ 222,911	\$ 144,094	\$ 2,758,291

The accompanying notes are an integral part of these consolidated financial statements.

- 5 -

Daily Bread, Inc. and Subsidiary
Consolidated Statement of Cash Flows

For the year ended December 31,

2024

Cash flows from operating activities:

Change in net assets	\$ 1,998,116
Adjustments to reconcile change in net assets to net cash used in operating activities:	
Depreciation	65,822
Loss on sale of fixed assets	2,933
Unrealized (gain)/loss from investments	(60,703)
Amortization of right-of-use asset	1,069
Changes in operating assets and liabilities:	
Decrease (increase) in:	
Grants receivable	6,621
Inventory	32,651
Prepaid expenses	(2,405)
Promises to give	(929,819)
Increase (decrease) in:	
Accounts payable	(3,453)
Accrued payroll	9,255
Accrued vacation	8,827
Deferred revenue	(172)
Total adjustments	(869,374)
Net cash provided by operating activities	1,128,742

Cash flows from investing activities:

Purchase of property and equipment	(103,789)
Proceeds from sale of investments	255,611
Purchase of investments	(1,002,168)
Net cash used in investing activities	(850,346)

Cash flows from financing activities:

Payments on finance lease liabilities	(1,036)
Net cash used in financing activities	(1,036)

Net decrease in cash and cash equivalents 277,360

Net cash and cash equivalents, beginning of the year 197,959

Net cash and cash equivalents, end of the year \$ 475,319

Supplemental Disclosures of Cash Flow Information

Cash was paid during the year for:	2024
Interest	141

Daily Bread, Inc. and Subsidiary Notes to the Consolidated Financial Statements

Note 1: DESCRIPTION OF THE ORGANIZATION

Daily Bread, Inc. and its Subsidiary (referred to collectively herein as the "Organization") seeks to provide dignity and quality of life to the hungry and needy within Brevard County, Florida. The Organization serves daily hot meals, provides emergency housing, and provides access to hygienic services to those confronting financial challenges in the community. Together with community partners the Organization provides food collection, distribution services, and access to social and educational agencies providing clients with the opportunity to become self-sufficient. Daily Bread, Inc. was incorporated in the State of Florida on September 10, 1987, as a not-for-profit organization.

Providence Place at Sarno, LLC is a wholly owned subsidiary of Daily Bread, Inc. and was established on November 7, 2023, to support the planning, construction and operations of a 120-unit permanent supportive housing community scheduled to open in Melbourne, Florida in the Summer of 2027.

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in accordance with the accounting principles generally accepted in the United States of America (U.S. GAAP). The Financial Accounting Standards Board (FASB) provides authoritative guidance regarding U.S. GAAP through the Accounting Standards Codification (ASC) and related Accounting Standards Updates (ASUs).

Use of Estimates

The preparation of U.S. GAAP financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and changes therein, and disclosure of contingent assets and liabilities at the date of the consolidated statement of financial position and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates that are particularly susceptible to significant change in the near term are related to those used in determining the fair value of donated inventory and those used to determine functional allocation of expenses.

Program Services

The Organization's services are carefully designed to be a friend and partner to hundreds of individuals, children, and families in Brevard County who are experiencing hunger and homelessness. Their partnership is aimed at helping these vulnerable individuals break away from food-insufficiency and move forward out of homelessness. The Organization's program services consist of the following:

Food Distribution – The Organization distributes approximately 1.6 million pounds of food across Brevard County each year, through partnerships with over 25 local food pantries.

Daily Bread, Inc. and Subsidiary
Notes to the Consolidated Financial Statements

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Program Services (Continued)

Outreach/Fresh start – The Organization provides showers and clean clothes to individuals without a home or hot water each day. The Organization also provides a path from street to home for the homeless in the local area, where the Organization provides access to medical care, temporary shelter, assistance with transportation, and other transitional support services.

Meal Services – The Organization provides over 200 warm, nutritious, and professionally prepared meals daily to hungry and/or homeless people in their dining facility.

Providence Place – The Organization is planning for the construction and operations of a 120-unit permanent supportive housing community, which is scheduled to open in by the end of 2026.

Cash and Cash Equivalents

Cash and cash equivalents include cash and all highly liquid investments with an original maturity of 90 days or less.

Grants Receivables

Grants receivables are stated at unpaid balances. The Organization does not provide for losses on grants receivable as all receivables are considered fully collectible. Commensurate value is not being exchanged between the two parties.

Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met or explicitly waived by the donor. Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed.

Daily Bread, Inc. and Subsidiary
Notes to the Consolidated Financial Statements

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Allowance for Credit Losses

Management evaluates its receivables on an ongoing basis by analyzing customer relationships and previous payment histories. The allowance for credit losses is management's best estimate of the amount of expected credit losses in the existing accounts based on current market conditions. Historically, losses on uncollectible accounts have been within management's expectations. The allowance for credit losses is reviewed on a periodic basis to ensure there is sufficient reserve to cover any potential credit losses. When receivables are considered uncollectible, they are charged against the allowance for credit losses. Collections on accounts previously written off are included in the change in net assets as received. The allowance for credit losses was \$8,890 at December 31, 2024.

Inventory

The Organization receives in-kind donations of food from a variety of local retailers and through community food drives. The Organization has estimated the value of the food inventory at \$1.97 per pound in 2024. The Organization uses a value determined by Feeding America, calculated in their Product Valuation Survey Methodology, which approximates the average wholesale value of one pound of donated food at a national level. The donated inventory on hand has a value of \$122,325 at December 31, 2024.

Investments

The Organization reports investments in equity securities with readily determinable fair values in the consolidated statement of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying consolidated statement of activities. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Organization uses market values as quoted by exchanges. These inputs can be readily observable, and market corroborated.

Property and Equipment

All acquisitions of property and equipment in excess of \$1,000 and all expenditures for maintenance, renewals, and betterments that materially prolong the useful lives of assets are capitalized. Repairs and maintenance are expensed as incurred. Property and equipment are carried at cost, or, if donated, at the approximate fair value at the date of donation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets.

Leases

The Organization leases office equipment. The Organization determines if an arrangement is a lease at inception. Finance leases are included in financing lease right-of-use assets, other current liabilities, and other long-term liabilities on the consolidated statement of financial position.

Daily Bread, Inc. and Subsidiary
Notes to the Consolidated Financial Statements

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Leases (Continued)

ROU assets represent the right to use an underlying asset for the lease term and lease liabilities represent the obligation to make lease payments arising from the lease. As most of the leases do not provide an implicit rate, the Organization uses its incremental borrowing rate, or a risk-free rate based on the information available at commencement date in determining the present value of lease payments. The lease terms may include options to extend or terminate the lease when it is reasonably certain that the Organization will exercise that option.

Net Assets

The Organization reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the board limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. The governing board has designated, from net assets without donor restrictions, net assets for two endowments (See Notes 9 and 11).

Net assets with donor restrictions are resources that are subject to donor-imposed restrictions. Some restrictions are temporary in nature, such as those that are restricted by a donor for use for a particular purpose or in a particular future period. Other restrictions may be perpetual in nature, such as those that are restricted by a donor that the resources be maintained in perpetuity.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration restriction is reported in the consolidated financial statements by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions.

Revenue Recognition

Revenue from special events is recognized as revenue when performance obligations under the terms of the contracts with customers are satisfied. Revenue received in advance is deferred and recognized at the point in time or the goods or services are rendered. These amounts are included in performance obligation liabilities within the consolidated statement of financial position.

Daily Bread, Inc. and Subsidiary
Notes to the Consolidated Financial Statements

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

A significant portion of the Organization's grants and contracts are from government agencies. The benefits received by the public as a result of the assets transferred are not equivalent to commensurate value received by the government agencies and are therefore not considered exchange transactions. Grants and contracts are analyzed for measurable performance-related barriers or other barriers. Revenue is recognized as barriers are met. Funds received from non-exchange transactions in advance of barriers being met are recorded as refundable advances.

Contributions are recognized when cash, other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met or the donor has explicitly removed the conditions. Contributions received with donor-imposed restrictions that are met in the same year in which the contributions are received are classified as net assets without donor restrictions.

Donated Assets

Donated investments or other noncash donations are recorded as contributions at their fair values at the date of donations.

Donated Services

Donated services are recognized as contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. Volunteers also provide fundraising services and organizational support throughout the year that are not recognized as contributions in the consolidated financial statements since the recognition criteria were not met.

Donated services with an estimated value of \$474,427 for the year ended December 31, 2024, was not recognized in the consolidated financial statements because they did not meet the criteria for recognition.

Functional Allocation of Expenses

Directly identifiable expenses are charged to programs and supporting services. Expenses related to payroll, payroll taxes, and employee benefits are allocated based on actual percentages of time spent in each functional area. Expenses related to maintenance and upkeep of the entire facility are allocated across functional areas based on a fixed percentage.

Daily Bread, Inc. and Subsidiary
Notes to the Consolidated Financial Statements

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

The Organization is exempt from income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) and is classified as other than a private organization. Contributions to the Organization qualify as charitable contributions.

The Organization utilizes the accounting requirements associated with uncertainty in income taxes using the provisions of Financial Accounting Standards Board (FASB) ASC 740, *Income Taxes*. Using that guidance, tax positions initially need to be recognized in the consolidated financial statements when it is more-likely-than-not the positions will be sustained upon examination by the tax authorities. It also provides guidance for derecognition, classification, interest and penalties, accounting in the interim periods, disclosure and transition. As of December 31, 2024, the Organization has no uncertain tax positions that qualify for recognition or disclosure in the consolidated financial statements.

Subsequent Events

Management has evaluated subsequent events through the date that the consolidated financial statements were available to be issued, October 1, 2025. See Note 15 for relevant disclosure. No Subsequent events occurring after this date have been evaluated for inclusion in these financial statements.

Daily Bread, Inc. and Subsidiary
Notes to the Consolidated Financial Statements

Note 3: LIQUIDITY AND FINANCIAL ASSET AVAILABILITY

The Organization maintains its financial assets primarily in cash and cash equivalents to provide liquidity to ensure funds are available as the Organization's expenditures come due. The following reflects the Organization's financial assets as of the consolidated statement of financial position date, reduced by amounts not available for general use within one year of the consolidated statement of financial position date because of contractual or donor-imposed restrictions.

<u>December 31,</u>	<u>2024</u>
Total assets at year end	\$ 5,076,171
Less non-financial assets:	
Inventory	(122,325)
Prepaid expenses	(4,821)
Property and equipment, net	(1,598,853)
Finance lease right-of-use assets, net	(2,853)
Financial assets available at year-end	3,347,319
Less: amounts unavailable for general expenditures within one year due to:	
Restricted by donor with time or purpose restrictions	(1,349,991)
Board designations	(518,271)
Financial assets available to meet cash needs for general expenditures within one year	\$ 1,479,057

The Organization is principally supported by its donor contributions and grants for the services it provides. There is an annual budget set that is fiscally responsible and anticipates positive cash flow. While cash inflow and outflow will fluctuate depending on timing of fundraising events, management continually reviews its cash position and provides status monthly to the Board of Directors. The Organization has board designated endowments of \$518,271, which it could draw upon in the event of an unanticipated liquidity need.

Daily Bread, Inc. and Subsidiary
Notes to the Consolidated Financial Statements

Note 4: PROMISES TO GIVE

Promises to give consist of the following:

<u>December 31,</u>	<u>2024</u>
Receivable within one year	\$ 289,990
Receivable in one to five years	744,000
Total promises to give	1,033,990
Discounted at 4.58%	(95,281)
Less allowance for credit losses	(8,890)
Promises to give, net	<u>\$ 929,819</u>

Note 5: PROPERTY AND EQUIPMENT

Property and equipment consist of the following at December 31, 2024:

	Estimated Useful Lives (in years)	2024
Land	-	\$ 439,865
Buildings	39	1,635,984
Furniture & equipment	3-10	552,386
Leasehold improvements	15-39	43,973
Vehicles	10	87,263
		2,759,471
Less: accumulated depreciation		(1,160,618)
Property and equipment, net		<u>\$ 1,598,853</u>

Depreciation charged to operations during the year ended December 31, 2024, was \$65,822.

Note 6: LEASES

The Organization has a finance lease for office equipment. The lease has a lease term of 5 years, which includes a purchase option at fair market value at the end of the least term. As of December 31, 2024, assets recorded under the finance lease were \$5,347 and accumulated amortization associated with the finance lease was \$2,494.

Daily Bread, Inc. and Subsidiary
Notes to the Consolidated Financial Statements

Note 6: LEASES (Continued)

The components of lease expense consist of the following:

<i>For the year ended December 31,</i>	2024
Finance lease cost	
Amortization of right-of-use asset	\$ 1,069
Interest on lease liabilities	141
Total finance lease cost	\$ 1,210

Weighted average remaining lease term and discount rates consist of the following:

<i>For the year ended December 31,</i>	2024
Weighted average remaining lease term	
Finance leases	2.75 years
Weighted average discount rate	
Finance leases	3.98%

Future minimum lease payments under non-cancellable leases as of December 31, 2024, were as follows:

<i>For the years ending December 31,</i>	Finance Lease
2025	\$ 1,177
2026	1,177
2027	786
Total future minimum lease payments	3,140
Less: imputed interest	(166)
Present value of lease liabilities	\$ 2,974

<i>Reported as of December 31, 2024:</i>	Finance Leases
Current maturities of lease liabilities	\$ 1,078
Lease liabilities, less current maturities	1,896
Total	\$ 2,974

Daily Bread, Inc. and Subsidiary
Notes to the Consolidated Financial Statements

Note 7: NET ASSETS

A summary of net assets without donor restrictions follows:

<i>December 31,</i>	<i>2024</i>
Undesignated	\$ 3,130,660
Board designated	
Sue Holaday Endowment Fund	402,363
Beneficial interest in Community Foundation	115,908
<u>Total net assets without donor restrictions</u>	<u>\$ 3,648,931</u>

A summary of net assets with donor restrictions consists of the following:

<i>December 31,</i>	<i>2024</i>
Purpose restricted	
Providence place	\$ 1,349,991
<u>Total net assets with donor restrictions</u>	<u>\$ 1,349,991</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes. A summary of net assets released from restrictions are as follows:

<i>For the year ended December 31,</i>	<i>2024</i>
Purpose restrictions:	
Emergency housing	\$ 87,988
Emergency rental assistance	232,466
Emergency Food & Shelter Program (served meals)	21,036
Program support	41,573
Providence place	126,070
Client services	66,099
<u>Total net assets released from restrictions</u>	<u>\$ 575,232</u>

Daily Bread, Inc. and Subsidiary
Notes to the Consolidated Financial Statements

Note 8: ENDOWMENTS

The Organization's endowment policy establishes guidelines for managing funds to help provide stable, long-term support for facilities and services. Within the fund, sub-endowments may be created such as the Sue Holaday Memorial Endowment Fund. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Absent explicit donor stipulations to the contrary, the Board of Directors of the Organization has interpreted the State of Florida's Prudent Management of Institutional Funds Act (SPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds. As a result of this interpretation, the Organization retains in perpetuity and classifies as net assets with donor restrictions (1) the original value of gifts donated to the perpetual endowment, (2) the original value of subsequent gifts to the perpetual endowment, and (3) accumulations to the perpetual endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment funds that are not retained in perpetuity are subject to appropriation for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by SPMIFA. In accordance with SPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the various funds,
- (2) The purposes of the donor-restricted endowment funds,
- (3) General economic conditions,
- (4) The possible effect of inflation and deflation,
- (5) The expected total return from income and the appreciation of investments,
- (6) Other resources of the Organization, and
- (7) The Organization's investment policies.

Investment Return Objectives, Risk Parameters and Strategies. The Organization has adopted investment and spending policies, approved by the Board of Directors, for endowment assets. Those policies attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and fixed income securities. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to prevent exposing the fund to unacceptable levels of risk.

Daily Bread, Inc. and Subsidiary
Notes to the Consolidated Financial Statements

Note 8: ENDOWMENTS (Continued)

Spending Policy. The Organization has a policy where, endowment fund principles may not be used for operation of the Organization except for a financial crisis that would otherwise threaten the existence of the Organization. No earnings shall be spent from a fund until it has attained a minimum balance of \$100,000 at which time, the Board of Directors may allocate up to 5% of the funds market value, determined at each November meeting.

Sue Holaday Endowment Fund: In 2006, Sue Holaday, Executive Director of Daily Bread, passed away. A Memorial Endowment Fund was created by the Board of Directors in her honor with the purpose to serve in the memory of Sue Holaday. The funds are designated to be used by the Board of Directors in a time of need. The Sue Holaday Endowment Fund is comprised of \$402,363 of Board designated endowment funds as of December 31, 2024. The Board of Directors has not voted to spend any of the endowment funds as of December 31, 2024.

Changes in the Sue Holaday Endowment Fund as of December 31, 2024, are as follows:

Sue Haloday Endowment Fund

	Without Donor Restriction	Total Endowment
Beginning balance	\$ 248,138	\$ 248,138
Contributions	129,230	129,230
Investment gain	25,834	25,834
Administrative expenses	(839)	(839)
Total	\$ 402,363	\$ 402,363

Beneficial Interest in Community Foundation: Consists of Organization provided funds for an endowment as decided by the Board of Directors. The Organization can withdraw from the fund at any time authorized by a three-quarter majority vote of the Organization's Board of Directors.

The Community Foundation of Brevard has variance power until this vote occurs. As per Organization policy, the funds are to be invested in a fiscally responsible manner.

The Beneficial Interest in Community Foundation is comprised of \$115,908 of Board designated endowment funds as of December 31, 2024. The Board of Directors has not voted to spend any of the endowment funds as of December 31, 2024.

Daily Bread, Inc. and Subsidiary
Notes to the Consolidated Financial Statements

Note 8: ENDOWMENTS (Continued)

Changes in the Beneficial Interest in Community Foundation as December 31, 2024, are as follows:

Beneficial interest in Community Foundation

	Without Donor Restriction	Total Endowment
Beginning balance	\$ 105,900	\$ 105,900
Interest earnings	3,235	3,235
Investment gain	8,087	8,087
Administrative expenses	(1,314)	(1,314)
Total	\$ 115,908	\$ 115,908

Note 9: CONTRIBUTIONS OF NON-FINANCIAL ASSETS

Contributed non-financial assets for the year ended December 31, 2024, were as follows:

	Revenue Recognition	Utilization in Programs/Activities	Donor Restrictions	Valuation Techniques and Inputs
Donated food inventory	\$ 1,182,978	80% food distribution to other not-for-profit organizations and 20% for meal services to homeless	No associated donor restrictions.	Donated food inventory is estimated to be \$1.97 per pound. The Organization uses the value determined by Feeding American, calculated in their Product Valuation Survey Methodology, which approximates the average wholesale value of one per of donated food at the national level.

The Organization recognizes in-kind food donations when they are received and recognizes an expense when the donations are distributed or consumed. For the year ended December 31, 2024, the Organization recognized in-kind expenses totaling \$1,215,629. The Organization expended \$32,651 more than the in-kind donations received during the year.

Daily Bread, Inc. and Subsidiary
Notes to the Consolidated Financial Statements

Note 10: FAIR VALUE MEASUREMENT

Fair value is the exchange price that would be received for an asset or paid to transfer a liability (exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. There are three levels of inputs that may be used to measure fair values:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as:

- Quoted prices for similar assets or liabilities in active markets.
- Quoted prices for identical or similar assets or liabilities in inactive markets.
- Inputs, other than quoted prices, that are:
 - observable; or
 - can be corroborated by observable market data.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2024.

Mutual funds: Valued at the daily closing price as reported by the fund. Mutual funds held by the Organization are open-end mutual funds that are registered with the SEC. These funds are required to publish their daily NAV and to transact at that price. The mutual funds held by the Organization are deemed to be actively traded.

Treasury bills and notes: Treasury bills and notes are traded in active markets and are valued at the daily closing price in the active markets.

Daily Bread, Inc. and Subsidiary
Notes to the Consolidated Financial Statements

Note 10: FAIR VALUE MEASUREMENT (Continued)

Beneficial Interest in Assets Held at a Community Foundation: The beneficial interest in assets held at the Brevard Community Foundation has been valued, as a practical expedient, at the fair value of the Organization's share of the Community Foundation's investment pool as of the measurement date. The Community Foundation values securities and other financial instruments on a fair value basis of accounting. The Community Foundation's investments are composed approximately of 58 percent equities and 42 percent fixed income. The beneficial interest in assets held at the Brevard Community Foundation is redeemable by the Organization if certain conditions are met as described in Note 8.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in different fair value measurements at the reporting date.

Assets and liabilities measured at fair value on a recurring basis consists of the following:

December 31, 2024	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Observable Inputs other than Quoted Prices (Level 2)	Significant Unobservable Inputs (Level 3)
Mutual funds	\$ 1,420,101	\$ 1,420,101	\$ -	\$ -
Treasury bills and notes	395,199	395,199	-	-
Beneficial interest in assets held at the Brevard Community Foundation	115,908	-	-	115,908
Total assets at fair value	\$ 1,931,208	\$ 1,815,300	\$ -	\$ 115,908

Changes in Fair Value Levels

The availability of observable market data is monitored to assess the appropriate classification of financial instruments within the fair value hierarchy. Changes in economic conditions or model-based valuation techniques may require the transfer of financial instruments from one fair value level to another. In such instances, the transfer is reported at the beginning of the reporting period.

Management evaluated the significance of transfer between levels based upon the nature of the financial instrument and size of the transfer relative to total assets. For the year ended December 31, 2024, there were no significant transfers in or out of Level 3.

Daily Bread, Inc. and Subsidiary
Notes to the Consolidated Financial Statements

Note 11: COMMITMENTS AND CONTINGENCIES

Contract and Grant Programs

The Organization participates in various contract and grant programs that are subject to review and audit by the contracting and grantor agencies. Entitlements to these resources are generally conditional upon compliance with the terms and conditions of the contract and grant agreements and applicable regulations, including the expenditure of resources for allowable purposes. Any disallowance resulting from an audit may become a liability for the Organization. Management is not aware of any such review or liability as of and for the year ended December 31, 2024.

Contingencies

The Organization can be subject to various claims, legal proceedings, and investigations covering a wide range of matters that arise in the ordinary course of business. In the opinion of management, all such matters are adequately covered by insurance and, if not covered, are without merit or are of such kind, or involve such amounts as would not have a significant effect on the financial position or results of operations of the Organization if disposed of unfavorably.

Note 12: CONCENTRATIONS

Financial instruments, which potentially subject the Organization to concentrations of credit risk, are principally cash and accounts receivable. The Organization has cash deposits with a financial institution that is insured by the Federal Deposit Insurance Corporation ("FDIC"). All deposit accounts are insured up to \$250,000 by the FDIC in aggregate per financial institution. The Organization maintains cash deposits with a financial institution at December 31, 2024 in excess of federally insured limits in the amount of \$221,263.

At December 31, 2024, two grantors accounted for 100% of grants receivable as follows:

	2024	
	Percentage	Amount
Brevard County Board of Commissioners	59.44%	\$ 6,522
Brevard Homeless Coalition, ESG	40.56%	4,451
Total	100.00%	\$ 10,973

At December 31, 2024, one contributor accounted for approximately 77% of promises to give.

Daily Bread, Inc. and Subsidiary
Notes to the Consolidated Financial Statements

Note 13: DEFINED CONTRIBUTION PLAN

The Organization has a 401(k) Retirement Fund (the "Plan"). Full-time employees, both salaried and hourly, are eligible to participate in the sponsored Plan. The Plan allows all eligible employees to defer eligible compensation on a pre-tax basis up to IRS limits. The Plan also provides for match contributions of 100% of deferral contributions up to 5% of pay for the payroll period. During the fiscal year ended December 31, 2024, the Organization contributed \$11,971 in matching contributions.

Note 14: RELATED PARTY TRANSACTIONS

During the year ended December 31, 2024, the Organization had contributions from members of the board and key management personnel in the amounts of \$123,291 and \$20,868, respectively. The contributions from the members of the board were made up of donations in the amount of \$13,291 and promises to give in the amount of \$110,000, with a receivable balance of \$5,000 as of December 31, 2024. The contributions from key management personnel were made up of donations in the amount of \$868 and promises to give in the amount of \$20,000, with a receivable balance of \$10,000 as of December 31, 2024.

Note 15: SUBSEQUENT EVENTS

Management evaluated all events and transactions that occurred after December 31, 2024 through October 1, 2024, the date the Organization's financial statements were available to be issued. The following items occurred:

In May 2025, Daily Bread closed its doors at their Fee Avenue location and immediately transitioned to a street outreach model. Through this approach, the Organization can continue to provide case management services and meals, while partnering with Streetside Showers to offer showers and clean clothing. The outreach team is present at designated community locations throughout the week. The Fee location is currently listed for sale.

The Organization also formed a strategic alliance with the South Brevard Sharing Center (SBSC), supporting their staffing & volunteer needs while gaining an office location for their team.

Grant Funding Agreement

OCT 31 2025 THIS GRANT FUNDING AGREEMENT (this "Agreement"), is entered into this 2025, by and between the **CITY OF MELBOURNE**, a Florida municipal corporation (the "CITY"), whose principal address is 900 East Strawbridge Avenue, Melbourne, Florida 32901; and **DAILY BREAD, INC.**, a Florida not-for-profit corporation whose principal address is 17 E. Hibiscus Boulevard, Melbourne, Florida 32901 (the "**RECIPIENT**").

WHEREAS, the CITY acknowledges that the donation of municipal funds to a community organization requires that such funds be expended to fulfill a public purpose and may require periodic auditing to ensure that such funds will be used only for a municipal purpose; and

WHEREAS, chronically unsheltered residents of the CITY are living in areas that are not intended for overnight shelter, including living in tents on public property and in vehicles, subject to the elements and without access to sanitary facilities for toileting, washing and food preparation; and

WHEREAS, the CITY has determined that providing assistance to address the chronic homeless population that is located within the City of Melbourne constitutes a valid municipal purpose and is a critical community need; and

WHEREAS, the CITY recognizes that chronic homelessness often involves multiple challenges to achieving stable living environments and recognizes the need for effective case management as a tool for providing the most effective and coordinated services to attain stable housing; and

WHEREAS, the RECIPIENT provides services to the homeless population through a housing case manager model wherein the case manager coordinates services provided by a variety of agencies and professionals; and

WHEREAS, on September 24, 2025, City Council approved the City of Melbourne budget, including a grant in the amount of \$100,000 to provide housing case management services to homeless persons located within the CITY, subject to a written agreement with the CITY; and

WHEREAS, in fiscal year 2025, the City provided funds for the Program with Daily Bread, Inc. as the RECIPIENT and direct provider of the services; and

WHEREAS, on August 12, 2025, City Council declared a Critical Community Need for the provision of a housing case manager to assist the chronically homeless population of the City of Melbourne by RECIPIENT.

NOW, THEREFORE, in consideration of the mutual covenants, the parties agree as follows:

1. **Grant of Funds.** Subject to the terms and conditions set forth herein and the RECIPIENT'S compliance with all of its obligations hereunder, the CITY hereby agrees to make available to the RECIPIENT grant funds in the amount of \$100,000 (the "Funds"), to be used solely for the purpose and disbursed in the manner hereinafter provided. The CITY shall disburse the Funds on a lump-sum basis to the RECIPIENT within forty-five (45) days of the effective date of this Agreement.

The RECIPIENT shall utilize the Funds on or before September 30, 2026. The RECIPIENT agrees to perform the activities set forth below under the terms and conditions set forth in this Agreement.

Any Funds remaining during the CITY's current fiscal year of this Agreement shall not roll over into the CITY's following fiscal year. If CITY's obligation to pay the Funds extends beyond a single fiscal year of the CITY, the continuation of this Agreement shall be subject to both the appropriation and availability of funds in accordance with Florida law.

2. **Activities.** The RECIPIENT represents and warrants that it currently operates a program to assist chronically homeless persons located within the City of Melbourne, Florida, as described on the attached Exhibit A incorporated herein by reference, which program operates a Housing-Focused Street Outreach Services Program and assists homeless persons sleeping in an emergency shelter or sleeping in a place not meant for human habitation such as cars, parks, abandoned buildings, vacant lots and streets/sidewalks (the "Program"). The RECIPIENT represents and covenants that the Program's housing case manager activities include identifying and contacting homeless persons in their homeless environment, assessing their individual challenges contributing to the chronic homelessness, referring them to appropriate services and coordinating and monitoring their on-going treatment in a coordinated effort to transition the person from homelessness to a stable living environment. Currently, the Program staffs six full-time housing case managers who provide program services to homeless persons in the Melbourne area. The purpose of this grant is to subsidize a portion of the Program's case management staffing expenses.

RECIPIENT agrees to utilize the Funds to employ two full-time (40 hours per week) housing case managers to assist homeless persons located within the City of Melbourne consistent with the mission of the Program. The housing case manager shall be an employee of Daily Bread, Inc. operating in a full-time capacity within the scope of the Program. The RECIPIENT shall be responsible for training the case managers of the Program and shall provide technical assistance to ensure that the Program staff have the latest skills and competencies needed to provide effective housing case management services for the Program and its activities within the City of Melbourne.

Funds provided under this Agreement may not be used for political activities, lobbying, fines and penalties, or interest and other financing costs or other unlawful purpose.

3. Reporting.

- a. On a quarterly basis (January, April, July and October), the RECIPIENT shall provide the COMMUNITY DEVELOPMENT DEPARTMENT a quarterly program synopsis identifying outcome data that reflects evidence-based practices, including
 - identifying activities performed in relation to the Program, generally and specifically to the homeless within the City of Melbourne, and
 - providing the number of persons assisted through the Program, generally and specifically to the homeless within the City of Melbourne, and
 - providing the number of assisted persons housed through the Program, generally and specifically to the homeless within the City of Melbourne
- b. The RECIPIENT shall provide to the CITY a copy of its annual financial statement(s) within ninety (90) days of the end of the RECIPIENT'S fiscal year(s) sufficient to show the Funds were spent on the Program toward the intended purpose as set forth in Section 2 above (specifically, employment of a full-time case manager).

4. Retention and audit

- a. The RECIPIENT agrees to maintain adequate supporting documentation to account for the expenditure of Funds under this Agreement, including financial accounts, client demographic records, description of activities or services (including locations, dates and times), other related documents and records for the Program.
- b. Financial records of the RECIPIENT shall be prepared and maintained in accordance with generally accepted accounting practices for non-profit organizations.
- c. The CITY reserves the right to audit the records of RECIPIENT for the activities provided pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after expiration of this Agreement.
- d. If required by CITY, RECIPIENT agrees to submit to an audit by an independent certified public accountant selected by CITY. RECIPIENT shall allow CITY to inspect, examine and review the records of RECIPIENT in relation to this Agreement at any and all times during normal business hours during the term of this Agreement. Records relating to the performance of this Agreement shall be made available to CITY for audit upon reasonable notice.
- e. Any monies finally determined as a result of any financial review or audit, which are misspent or otherwise not spent as provided for this Agreement shall be immediately returned to the CITY.

- 5. Independent contractor.** In performing Activities under this Agreement, RECIPIENT is an independent contractor and its personnel, volunteers and agents, including the housing case managers, shall not act as, nor be agents or employees of the CITY. As an independent contractor, the RECIPIENT will be solely responsible for determining the means and methods for performing the required Activities.

6. **General indemnification.** RECIPIENT shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, or any violation of law, governmental regulation or orders, to the extent caused by (i) RECIPIENT'S breach of any term or provision of this Agreement; or (ii) any negligent or willful acts, errors, or omissions by RECIPIENT, its employees, officers, agents, representatives, subcontractors, case managers, or volunteers in the performance of the Program and this Agreement. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Florida Statutes or otherwise provided.
7. **Insurance.** Except to the extent otherwise approved by the Human Resources Director of the City as the City's risk manager, RECIPIENT shall maintain general liability insurance for the activities of the Program naming the City of Melbourne and each Recipient as an additional insured and general liability coverage amounts shall not be less than \$1,000,000 per occurrence. Said policy may not be canceled or changed without thirty (30) days prior written notice to the CITY.
8. **Notices.** All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by U.S. mail to the parties at the addresses set forth above.
9. **Compliance with Applicable Law.** The RECIPIENT agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable federal, state, and local laws and regulations, if any. RECIPIENT shall obtain independent legal advice as needed to ensure its compliance with such applicable laws and regulations, if any.
10. **Nondiscrimination.** The RECIPIENT agrees that it will not unlawfully discriminate against anyone on the basis of age, race, sex, national origin, creed, religion, handicapped status or any other protected class in the fulfillment of this agreement.
11. **Drug Free Workplace.** The RECIPIENT agrees that it will adhere to the drug-free workplace requirement in its normal course of business pursuant to Chapter 287.087, Florida Statutes, and it will require any case manager under the Program to adhere to the drug-free workplace requirement. The RECIPIENT shall provide the City with certification that it and the Program case managers have implemented a drug-free workplace program on a certification form acceptable to the CITY.
12. **Public Entity Crime.** The RECIPIENT affirms that at no time has RECIPIENT, its Board, or to the best of its knowledge, any of its affiliates, been convicted of a Public Entity Crime pursuant to §287.133(2)(a), Florida Statutes, and the RECIPIENT recognizes that such a conviction during the term of this Agreement may result in the termination of this Agreement.

13. Assignment. RECIPIENT may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of the CITY. This Agreement may be amended only in writing signed by RECIPIENT and CITY and subject to the same degree of formality evidenced in this Agreement.

14. Miscellaneous Provisions.

- a. **Merger, Modification, Waiver.** This Agreement contains the entire understanding between the CITY and RECIPIENT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in RECIPIENT'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- b. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- c. **Third-party Beneficiaries.** No provision of this Agreement shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.
- d. **Disputes.** In case of dispute arising under this Agreement between the parties, the decision of the City Manager of the City of Melbourne shall be final and binding on both parties.
- e. **Applicable Law and Venue; Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the City of Melbourne, Florida. The venue of any legal action to enforce or interpret this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida, and the parties agree to submit to the jurisdiction of that Court. The parties waive trial by jury. In the event of any litigation between the parties under this Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.
- f. **Time.** Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the CITY and the RECIPIENT have hereunto set their hands and seals.

CITY:

CITY OF MELBOURNE, a Florida municipal corporation.

RECIPIENT:

Daily Bread, Inc., a Florida not-for-profit corporation.

By:



Jenni Lamb
City Manager

By:

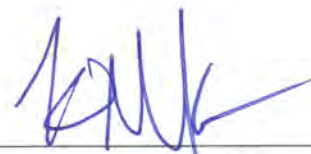


Jeff Njus
Executive Director

(City Seal)

(Corporate Seal)

Attest:



Kevin McKeown, City Clerk



Exhibit A

Description of Recipient's Program

Daily Bread, Inc./Providence Connects is the housing case management provider of Housing-Focused Street Outreach Services as defined within the Providence Place Affordable Housing Project, Revised Agreement, approved by Melbourne City Council on March 11, 2025 which provides supportive housing services to literally homeless persons residing in Melbourne, Florida. These services include:

- **Street Outreach Services** that motivate homeless persons living outdoors who are not currently connected to services to commit to the pursuit of housing and life stability.
- **Assisted Rapid Resolution Services** that empower homeless persons, or persons at imminent risk of homelessness, to self-resolve their situations based on their individualized needs and available resources.
- **Supportive Housing Intervention Services** that assist clients unable to self-resolve their situations to achieve and maintain permanent housing, while concurrently promoting awareness and teaching strategies that reduce the likelihood of a return to homelessness in the future.
- **Housing Navigation Services** that foster a network of local landlords that participate in the program as providers of affordable housing units.
- **Move In Assistance and Furniture** that assist clients with zero or very low income to pay their housing startup costs and furnish their housing units.
- **Temporary Income Supports** that empower clients with zero or very low income to purchase the essentials they need until they have the income and resources to do so.
- **Benefits Services** that help clients with special needs achieve the benefits they are entitled to including Social Security, Medicare, Section 8, and Food Stamps.
- **Employment and Community Reintegration Services** that help clients achieve income growth and a sense of purpose through work.
- **Treatment and Recovery Services** that help clients achieve the physical health, mental health, and substance use treatment they need for long term housing and life stability.

MEMORANDUM

RECEIVED

OCT 30 2025

City Manager's Office
Melbourne, Florida

RECEIVED

OCT 30 2025



Office of City Clerk
Melbourne, Florida

Community Development
Department

TO: Jenni Lamb, City Manager

FROM: Cindy Dittmer, Community Development Director

RE: Grant Funding Agreement between City of Melbourne & Daily Bread, Inc.

DATE: October 29, 2025

Attached is an original signed agreement as mentioned above, which was approved by City Council on October 28, 2025.

Can you and the City's Clerk's Office please sign it on page 6 and return the original to Community Development.

Please call with any questions – x7500.

City of Melbourne, Florida
Summary of Action – Regular Meeting of the City Council
October 28, 2025

10. Work Order No. 24-06 to the contract for Asphalt and Milling Annual Resurfacing Program for the Kingsmill Subdivision Road Resurfacing and Restoration, Project No. 68122, V.A. Paving, Inc., Cocoa, FL - \$1,250,000.

Approved.

11. Task Order No. DRMP-I-2025-001 to the Continuing Contract for Professional Engineering Services for Riverview Park Roundabout and Parking Improvements, Project No. 13323, DRMP, Inc., Merritt Island, FL - \$89,480.

Approved.

12. Task Order No. DRMP-U-2025-001 to the Continuing Contract for Professional Engineering Services for the Lift Station No. 55 Rehab, Project No. 32526, DRMP, Inc., Merritt Island, FL - \$109,275.

Approved.

13. Sarno Road Emergency Force Main Replacement, Project No. 32726, in the amount of \$1,040,218.45.

- a. Authorization to establish Project No. 32726 and a budget transfer in the amount of \$1,041,000 from Project No. 30099.
- b. Utilization of Horizontal Directional Drill Contract P25015K-0-2025/KL for the Sarno Road Emergency Force Main Replacement to Concurrent Utility Services LLC, Rockledge, FL - \$1,041,000.

Approved.

14. CONSENT AGENDA:

- a. Utilization of contract pricing for wireless air cards for multiple departments, Verizon Wireless, Basking Ridge, NJ - estimated annual cost of \$210,676.20.
- b. Grant Funding Agreement between the City of Melbourne and Daily Bread, Inc./Providence Connects for Housing Case Manager services in the amount of \$100,000 for FY 2025-2026.
- c. Grant Funding Agreement between the City of Melbourne and Eau Gallie Arts District Main Street, Inc. for providing a designated Florida Main Street Program within the Olde Eau Gallie Riverfront Redevelopment Area in the amount of \$85,000 for FY 2025-2026.

Vice Mayor Neuman announced that Item c. was removed from the consent agenda at the request of Council Member LaRusso. Items a and b were approved.

City of Melbourne, Florida
Summary of Action – Regular Meeting of the City Council
October 28, 2025

15. ITEMS REMOVED FROM THE CONSENT AGENDA

- c. Grant Funding Agreement between the City of Melbourne and Eau Gallie Arts District Main Street, Inc. for providing a designated Florida Main Street Program within the Olde Eau Gallie Riverfront Redevelopment Area in the amount of \$85,000 for FY 2025-2026.

Approved.

Council convened as the Melbourne Downtown Community Redevelopment Agency for the following item:

- 16. Grant Funding Agreement between Melbourne Downtown Community Redevelopment Agency and Melbourne Main Street for providing a designated Florida Main Street Program in the amount of \$156,550 for FY 2025-2026.

Approved 5-0 (Mr. LaRusso was not present for the vote).

Council reconvened for the remaining items.

- 17. Public-Private Partnership (P3) Unsolicited Detailed Proposal for Eau Gallie Joint-Use Parking Garage and Hotel Project at 1551 Highland Avenue. (First Public Hearing)

Council voted unanimously to move forward with the preparation of the P3 Comprehensive Agreement consistent with Section 255.065, Florida Statutes, with Melbourne Hospitality Holdings, LLC, with the changes to the terms and further negotiation as provided within the staff memorandum.

- 18. **Ordinance No. 2025-50:** (First Reading) An ordinance amending Sec. 42-19 of the City Code regarding large group feedings in City parks.

Council approved the ordinance 5-1 (Ms. Hanley voted nay) with the revision to select Southwest Park within the alternating weekend roster. The second reading/public hearing will be advertised for the November 13 meeting.

- 19. Discussion regarding the 2007 Civic Center Study Phase I: Market Study (also referred to as the 2007 Melbourne Auditorium Study).

Following discussion, Council expressed consensus to move forward with Option B as presented by staff: commission financial estimates and construction costs and facility operations and potential funding sources based on the recommendations by SPG in the Phase I Study.

- 20. Discussion regarding creating the Melbourne Small & Developing Business program. (Requested by Council Member Marcus Smith)

9. **Ground Storage Tanks:** Tanks will be painted one neutral color and reuse tanks will be marked with a purple ring. (Adopted 5/8/2001; reviewed with no changes 7/8/2008; revised 2/11/2025.)
10. **Critical Community Need Funding** (Adopted 3/10/2026.)
 - A. Intent: The intent of this policy is to provide guidance and rules for City Council for determining funding for critical community needs. A critical community need is defined as an important social service or closely related activity, benefiting the Melbourne community, of which City Council is desirous of having fulfilled. The intent is for entities requesting funding to follow a standard process and for requests to be fairly and openly evaluated.
 - B. Critical Community Need Funding
 1. A funding applicant/recipient shall be registered with the city as a vendor.
 2. A funding recipient shall spend critical community need funding for a valid public purpose.
 3. City Council may give preference to applicants that provide matching funds.
 4. Critical community need funding must be reasonable and is subject to funding availability.
 5. Funding can be non-monetary; for example, fee waivers or fee reductions, or no-cost/reduced cost use of a city facility or services.
 6. Funding can be indirect; for example, payment of utilities (e.g. water & sewer, electric, telephone, etc.).
 - C. Process for Requesting and Approving Critical Community Need Funding:
 1. An organization seeking funding for a critical community need shall complete a Critical Community Need Funding Application provided and maintained by the City Manager's Office.
 2. The application will solicit full details on the need for and use of the funds requested, and details on the organization and its finances. The completed application will be assigned to the city department that would be most knowledgeable of the funding applicant's critical community need (the "Assigned Department"). For example, the Community Development Department would be the Assigned Department for funding requests from organizations such as EGAD Main Street or Steadytown/Daily Bread.

-
3. The Assigned Department shall work with the applicant to guide them through the process and schedule the request to be placed on the City Council agenda. The applicant shall appear at the scheduled meeting to present their application to City Council for consideration of a critical community need. If a critical community need is determined by City Council, then City Council shall identify the public purpose to be served and the funding amount.
 4. Funding awards will be memorialized in a funding agreement, to include terms and conditions, reporting and records retention requirements, and audit authority. The Assigned Department shall present the funding agreement to City Council for approval. Each funding agreement shall include the following provisions:
 - a. A periodic, detailed report from the recipient of how city funds were used, including, where applicable, number of Melbourne residents served and other and useful metrics illustrating quantifiable and non-quantifiable outcomes of the use of the funds.
 - b. Periodic financial statements detailing the recipient's income, expenses, and balance sheet.
 - c. Records to be retained and records retention requirements.
 - d. Recipient's concurrence to submit to an audit at the city's request and at the city's expense, and full cooperation with such an audit.
 - e. Remedies for non-compliance with the terms and conditions of the funding agreement.
 - D. Monitoring of City Funding Granted Under this Policy: Funds are granted under this policy with the intent that they will be spent in accordance with the funding agreement. Recipients will be subject to city oversight to ensure funds are properly used.
11. **Investment of Surplus Funds Policy**: Adopted by Resolution No. 4252. (5/28/2024; see recitals of resolution for history of previous policies.)
 12. **Florida League of Cities Annual Conference/Voting Delegate**: Resolution No. 1826 designates the mayor as the standing voting delegate at the annual conference. (Adopted 5/27/2003; reviewed with no changes 7/8/2008; reviewed with no changes 9/11/2024.)
 13. **City Manager Hiring Flexibility** – Council authorized the City Manager the flexibility to hire senior management employees at the mid-range level for annual leave. (Adopted 5/27/2003; reviewed with no changes 7/22/2008; reviewed with no changes 10/22/2024.)



Melbourne City Council
August 11, 2026
City Manager's Item Report

Department:	Community Development
Presenter:	Cynthia Dittmer
Council District:	2
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.14.

Subject:

Critical Community Need Request - Eau Gallie Arts District Main Street, Inc.

Background/Consideration:

This is a request for City Council to declare a Critical Community Need for the funding of a grant for Eau Gallie Arts District (EGAD) Main Street Program for the purpose of revitalizing the EGAD district and encouraging economic development within the City.

EGAD Main Street's application for funding outlines their services, which provide for economic vitality within the Olde Eau Gallie Riverfront Community Redevelopment Area (CRA). EGAD's letter requesting support provides additional information. EGAD's activities continue to support the CRA under the Florida Statutory objective for the prevention of slum and blight conditions within the CRA.

City Council has previously made the declaration of critical community need and approved grant funding agreements in Fiscal Years 2022 through 2026 for EGAD. EGAD Main Street received \$85,000 in Fiscal Year FY 2026 and is requesting continued funding at that level, seeking \$85,000 for FY 2026–2027. EGAD Main Street remains in compliance with all contractual obligations outlined in the FY 2026 grant funding agreement.

City Council revised Council Policy #10 regarding Grants-in-Aid and Critical Community Needs in February 2026. A Critical Community Need continues to be defined within the Policy as a social service or other closely related activity, benefiting the Melbourne community, of which Council is desirous of filling.

The revision amended the process for consideration of critical community needs as they are brought before City Council to a two-step process. The first step is declaration of the critical community need and the second step is the funding agreement approval. Upon approval of the first step and pending funding availability within the FY 2027 budget, a Funding Agreement will return to City Council after October 1 for final approval. At this time, there is not a funding source identified in the FY 2027 proposed budget for the Eau Gallie Arts District Main Street, Inc. request.

At the July 9, 2026 Olde Eau Gallie Riverfront CRA Advisory Committee meeting, the Committee voted unanimously to recommend to City Council to declare EGAD Main Street Inc.'s application as a Critical Community Need.

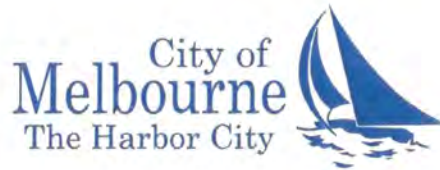


Fiscal/Budget Impact:

If the declaration is approved and a funding source is identified in the FY 2027 budget, an item for approval of a Funding Agreement will be brought forth to City Council after October 1, 2026.

Requested Action:

Declaration of a Critical Community Need for redevelopment efforts in Downtown Eau Gallie.



Critical Community Needs Funding Grants-in-Aid Application Checklist

Use this checklist as a tool to ensure all required documents are submitted with your application.

Applications must satisfy all of the following eligibility criteria in order to be considered. The Review Committee will use this checklist to determine if an application is complete and eligible for further consideration.

- ☐ Use a standard typeface of 11 points or larger in every document submitted.
- ☐ Do not use staples, binders, or covers (paperclips or binder clips suggested).

The following documents **MUST** be included in your grant application package.

- ☐ Grant Application
- ☐ List of Organization's Board Members
- ☐ Organizational Chart
- ☐ Copy of Document Certifying Federal Tax-Exempt Status
- ☐ Project Budget
- ☐ Copy of Organization's most recent complete fiscal year financial statement including balance sheet, income statement, and profit & loss.
- ☐ The original Grant Application package must be delivered to:

Deliver application packages to the following address either by mail or in-person:

City of Melbourne
City Manager's Office
Attn: Assistant to the City Manager
900 E. Strawbridge Avenue
Melbourne, FL 32901



**Critical Community Needs Funding
Grants-In-Aid Application**

AGENCY: Eau Gallie QUTs District Main Street Inc
PROJECT/PROGRAM NAME: EGAD General Funding
ADDRESS: 540 Montreal Ave Suite 104 Melbourne FL 32935
CONTACT: Kathie Elias PHONE: 772-218-1267
E-MAIL ADDRESS: hq@egadlife.com WEBSITE: egadlife.com
(This person will receive notifications regarding grant decisions and reporting requirements)
WHO PREPARED THIS APPLICATION: Kathie Elias PHONE? 772-218-1267
FEDERAL TAX ID NUMBER: 27452674 DATE AGENCY ESTABLISHED: 2010
AMOUNT OF FUNDING REQUEST: 85,000.00

1. Is this your first grant application to the City of Melbourne? ☐ YES ☒ NO
2. Has your organization received grants-in-aid funding from the City of Melbourne in the past?
☒ YES ☐ NO

3. Please provide your agency's core mission statement.

To nurture, inspire, and empower the strategic and sustainable revitalization of the District as a creative place to live and work as well as a centerpiece for arts and culture in Brevard.

4. Is this grant request for a new program, or continuation of an existing program?

Continuation

5. Please describe the program or project and explain how your program provides a critical community need benefitting the City of Melbourne.

Established in 2010, EGAD is an accredited Florida Main Street program under the National Trust for Historic Preservation. EGAD's mission is executed through a four-pronged approach using the Main Street Four Point Approach®:

1. Design Committee: Focuses on creating a safe, inviting environment while preserving the district's historic character.
2. Organization Committee: Builds internal capacity and external stakeholder partnerships.
3. Promotions Committee: Increases traffic to the district through engaging events and strategic marketing.
4. Economic Vitality Committee: Supports business attraction, retention, and economic diversification.

Key Community Benefits:

- Economic Impact: Over 3 million in combined reinvestments.
- Cultural Enrichment: Over 30 murals installed in the Outdoor Museum, attracting thousands of visitors.
- Employment Growth: 45 new businesses and 300 new employees through out the last two fiscal years
- Volunteer Engagement: 16,000+ hours devoted to community initiatives.
- Tourism Boost: Recognized as one of Brevard County's top 12 places to visit; Secretary of State Award Sunshine Booster, 15 year recognition award from the Department of State

6. What is the **project's** total budget? \$173,973
Please explain how you will use City funds towards your project.

The \$85,000 in City funds will be applied directly to the core operations and programming of Eau Gallie Arts District Main Street, Inc. (EGAD)t. These funds ensure that EGAD can continue its accredited Main Street America work under the four-point approach of **Economic Vitality, Design, Promotion, and Organization**, while leveraging private investment and additional grants to multiply the City's impact.

Specifically, City funds will be used to:

1. **Leadership & Operations** – Support the salary and payroll taxes for EGAD's Executive Director, ensuring dedicated professional leadership to manage district operations, coordinate volunteers, and deliver compliance, reporting, and grant oversight. Support the contract of a dedicated Marketing Director, allowing EGAD to strengthen its operations with the integration of an additional professional role to support its promotion efforts.
2. **Community Liaison & Education** – Provide staffing and resources to serve as a liaison between businesses, residents, and the City. This includes maintaining EGAD's website and communications, publishing contact information, distributing educational materials on City programs and codes, and assisting with recurring service or parking issues in the district.
3. **Economic Vitality & Growth** – Foster business retention, recruitment, and growth through stakeholder meetings, development of welcome packets for new businesses, sponsorship program development, and coordination of at least two fundraising events. City funds ensure that EGAD can continue to advise businesses on operations, advertising, uniform store hours, and promotional activities.
4. **Promotion & Special Events** – Underwrite the planning and delivery of signature community events and placemaking activities that draw residents and visitors to the district, thereby strengthening commerce and the tax base. City support enables EGAD to contract necessary event services (security, staging, entertainment), expand marketing, and secure sponsorships.
5. **Design & Retail Environment** – Provide for holiday lighting in December to support the retail environment and attract shoppers during the highest-traffic season. Funds also help EGAD encourage property owners to follow architectural guidelines and contribute to the district's cohesive, walkable character.
6. **Accreditation & Accountability** – Demonstrate the financial stability required for EGAD to remain an accredited Main Street America program. City funds enable us to prepare quarterly reports to the Olde Eau Gallie Riverfront CRA Advisory Committee, annual reports to the City, and full financial documentation to ensure transparency and accountability.

In total, the City's investment of **\$85,000** represents approximately **48% of EGAD's \$173,973 annual operating budget**. The remaining balance is secured through special events, sponsorships, foundation

grants, and private donations. This funding is essential to leverage additional resources, sustain EGAD’s programs, and fulfill the City’s vision for a vibrant, economically vital Eau Gallie Arts District.

7.
- What is your organization’s total annual budget?
(List the total budget for the local chapter if it is a widespread organization.)
- \$173,000

Category	Amount	Narrative Justification
Personnel – Administrative	\$55,000	Provides salary support for core administrative staff. The Executive Director is responsible for program coordination, grant compliance, financial oversight, and community engagement. The Executive Director role is essential for managing daily operations and delivering on program commitments and a requisite of the Main Street America model.
Payroll Taxes (7.65% FICA/Medicare)	\$4,208	Federal payroll taxes required for employees. Ensures compliance with federal regulations and supports lawful employment practices.

Accounting	\$8,000	Professional accounting services provide accurate financial reporting, audit readiness, and compliance with nonprofit and grant requirements.
Marketing	\$20,000	Funds outreach, advertising, and public relations campaigns to increase visibility, drive community participation, and expand donor/sponsor engagement. Includes digital, print, and social media strategies.
Florida Main Street Workshops & Conferences	\$500	Registration fees for staff/board to attend Florida Main Street professional training. Builds organizational capacity and ensures alignment with statewide standards.
Professional Development	\$2,500	<i>Increased from 2026. Allows for consultants for board/volunteer training. Training and development opportunities for BOD staff and volunteers to strengthen leadership, fundraising, and community-building skills.</i>
Office Rental	\$12,000	<i>Increased from 2026 Larger rental space. Provides a physical base of operations for administration, community meetings, and volunteer coordination and a</i>

		workspace for the contracted social media manager.
Insurances	\$1,625	Liability and property insurance protect the organization, events, and staff from unforeseen risks and ensure compliance with city and state requirements.
SBA Loan Repayment (Restricted)	\$2,940	Required repayment of SBA EIDL loan to maintain good financial standing and creditworthiness. Restricted obligation.
Office Supplies	\$300	<i>Decreased.</i> General supplies (printing, stationery, technology-related needs) to support program delivery and administrative work.
PayPal/Banking Fees	\$150	Transaction fees for processing online donations, event registrations, and ticket sales. Enables accessible donor contributions.
Repairs & Maintenance	\$100	Basic upkeep of office equipment and workspace to ensure safe and effective operations.
Travel/Lodging /Meals	\$3,000	<i>Decreased due to 2026 actuals.</i> Travel support for FMS and NMS conferences, workshops, and partnership-building events that expand capacity, bring best practices, and represent

		the district regionally.
Subscriptions	\$1,500	<i>Decreased due to 2026 actuals.</i> Software and service subscriptions (CRM, design tools, cloud storage, etc.) necessary for efficient operations and data management.
Special Events (Programming & Community Engagement)	\$21,650	<i>Modified. 3350 added to permits to show actual spend on City permits.</i> Direct expenses for flagship community events that attract visitors, foster economic vitality, and enhance cultural life in the district.
Contracted Services (Events)	\$10,000	<i>Decreased due to 2026 actuals and partnerships.</i> Payments to vendors, production teams, and professional services required to stage events (sound, staging, security, etc.).
Contracted Services (General)	\$25,000	<i>Increased from 2026 to support expansion of social media manager role.</i> Consultants and contractors providing technical assistance, design, planning, and specialized expertise beyond staff capacity.

Licenses & Permits (Operational)	\$5,000	<i>Increased to show actuals.</i> City and state permits required for operations, events, and compliance with public safety regulations.
Dues & Memberships	\$500	Membership fees for professional associations (e.g., Main Street America, local chambers). Ensures access to resources, advocacy, and networks.
Interest Expense	\$0	Included in rental
Total Expense	\$173,973	
Revenue		
Source	Amount	Narrative Justification
Investors Program (Unrestricted Donations)	\$18,000	<i>Increased to show expected BOD contributions</i> Individual donor contributions supporting unrestricted operations, providing flexibility for core needs.
Special Events (Fundraisers)	\$35,000	<i>Modified to reflect avg fundraiser revenue (FY23-FY24)</i> Revenue from ticket sales, vendor fees, and fundraising activities connected to annual and seasonal events.

Sponsorships	\$20,000	<i>Increased from last year as the EGAD investor program has kicked off. Sponsorship commitments from local businesses and organizations to underwrite programming and increase brand alignment with the district.</i>
Corporate Contributions	\$0	Not projected, but remains an area for future growth.
Government Support – Federal	\$20,000	Federal grant or appropriation support tied to programmatic initiatives and economic development. (10k NEA; 10 k NEH)
Government Grant – Local	\$85,000	Local government grant providing substantial investment in district operations, cultural programs, and economic growth.
Foundation Support	\$10,000	Foundation grants supporting arts, culture, and community development initiatives.
Other Income	\$0	None projected for this year.
Applicant Cash	\$0	No applicant cash contribution projected.
In-Kind Contributions	\$2,000	Volunteer hours, donated goods, and professional services provided by community partners.
\$190,000		

8. Please list the main funding source(s) for your organization.
Fundraising and Government Support

9. What percentage of your organization's entire total annual budget comes from **private** (non-governmental) donations? 48%

- a. Please list all private funding sources and amounts.

Investors Program (unrestricted donations): **\$18,000**

Special Events (fundraisers): **\$35,000**

Sponsorships: **\$20,000**

Foundation Support: **\$10,000**

In-Kind Contributions: **\$2,000**

10. What percentage of your organization's entire total annual budget comes from **public** (governmental) donations? 60.7%

- a. Please list all public funding sources and amounts.

Government Support – Federal: **\$10,000**

Government Support – State: **\$10,000**

Government Grant – Local (City): **\$85,000**

11. Have you seen growth in your funding sources over the past year? xYES ____NO
- a. If yes, how much? From what type of sources?
Local Government support
12. Will this grant satisfy a matching grant requirement, or leverage funding from another grantor? ____YES ?xNO
- a. If yes list the name of the grantor, the grant program and the amount of the grant.

13. Please list any grants or subsidies your organization received from the City of Melbourne in the past three years. (Please include cash contributions, rent, utilities, or other program subsidies.)

Year	Amount	Description of Grant or Subsidy
2024	\$50,000	Grant in Aid City of Melbourne
2025	\$100,000	Grant in Aid City of Melbourne
2026	85000	Grant in Aid City of Melbourne

14. In the table below briefly list 1-3 methods of evaluation and indicators of success.

Methods of Evaluation	Indicators of Success
<i>Tracking Attendance (Sample answer)</i>	<i>100 Attendees Per Session (Sample answer)</i>
New commercial development	2-3
New businesses in Eau Gallie	3-5
New private funds raised	10,000-20,000
New grants acquired	1-2 new grants

15. Using the chart below briefly explain if your agency plans to collaborate with other agencies and partners on this project. Give specific examples and specify other collaborators:

Name of Partner	Activity/Service They Provide for This Project
<i>ABC Dance Club (Sample answer)</i>	<i>Free Use of Dance Hall (Sample answer)</i>
Verdi Eco School	Shared promotion-marketing expenses, free use of venue for Halloween in the District event
WFIT	PSA
City of Melbourne	Facilitate and promote use of district assets
Florida Main Street	Facilitate design, economic vitality & visits to EGAD
Community Foundation for Brevard	Philanthropic outreach

16. What is the total number of residents served by your agency and program?

	# of residents served by your <u>program</u> In fiscal year 2025	# of residents served by your <u>agency</u> In fiscal year 2025	Projected # of residents your <u>program</u> will serve in fiscal year 2026	Projected # of residents your <u>agency</u> will serve in fiscal year 2026
City of Melbourne	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Outside City Limits	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Total Served				

17. Please provide any additional information you wish to have considered in support of your application.

Entering its seventeenth year, the Eau Gallie Arts District Main Street Program (EGAD Main Street), a Florida not-for-profit corporation, has served as a vital economic and cultural development partner for the City of Melbourne.

As the primary liaison between merchants, residents, artists, property owners, and the City, EGAD has helped transform the Eau Gallie Arts District into one of the Space Coast's most recognizable creative destinations. Through strategic revitalization efforts, grassroots organizing, volunteer leadership, and responsible stewardship of public funding, EGAD has helped attract more than 50 small businesses,

supported local entrepreneurship, increased foot traffic, and strengthened investor confidence throughout the district.

Over the past year, EGAD has continued to expand its impact through community programming, district marketing, public-private partnerships, public art initiatives, and small business support efforts. Signature programs such as First Fridays, community markets, collaborative cultural programming, promotional projects fueled by volunteer work, and business engagement initiatives have increased activity throughout the district and reinforced EGAD's role as an economic and cultural driver for Melbourne.

As EGAD enters Fiscal Year 2027, the organization is preparing to launch a strategic three-year visioning and implementation plan focused on ensuring the district's growth remains cohesive, intentional, and aligned with the expectations of residents, small businesses, property owners, artists, and visitors.

With long-anticipated transformational projects such as the Eau Gallie parking garage continuing to move forward, EGAD recognizes that the district is entering a pivotal period of growth and visibility. This next phase requires thoughtful planning and placemaking investments that reinforce the character, walkability, cultural identity, and visual cohesion of the district while supporting increased economic activity.

To sustain this momentum and prepare EGAD for this next era of growth, EGAD respectfully requests \$85,000 in funding from the City of Melbourne for the upcoming fiscal year.

Funding for FY 2027 will primarily support long-term beautification and placemaking initiatives designed to create lasting public value and strengthen the district's identity as a cultural destination. Planned investments include:

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- Storytelling projects to foster historical preservation and a rooted sense of belonging
- Projects that support cultural tourism, small business vitality, and community pride.
- Strategic planning initiatives that help guide EGAD's growth over the next three years in alignment with community expectations and city development efforts.

Through this approach, EGAD aims to ensure that the district's physical growth is matched by a strong cultural and aesthetic vision that reflects the identity of Eau Gallie and the aspirations of the community it serves.

EGAD remains committed to reducing long-term dependency on municipal funding by diversifying revenue streams through sponsorships, grants, fundraising initiatives, and strategic partnerships. Since 2022, EGAD has demonstrated strong stewardship of City investment and an ability to maximize public dollars through volunteer engagement, partnerships, and efficient project management.

The continued success of EGAD directly contributes to the economic vitality and cultural reputation of the City of Melbourne. A reduction in EGAD's operational capacity would significantly impact ongoing revitalization efforts, cultural development, beautification efforts, and community engagement within the Olde Eau Gallie Riverfront area.

We respectfully request the City's continued investment and partnership through funding in the amount of \$85,000 to ensure the continued growth, beautification, and long-term sustainability of the Eau Gallie Arts District.

Thank you for your consideration and for your continued support of EGAD and the City's creative economy.

Signatures:

I certify that the information contained in this application is, to the best of my knowledge, true and accurate; that our agency subscribes to values which create an environment within the City in which all persons can enjoy equal rights and opportunities regardless of race, religion, sex, national origin, sexual orientation, age, physical, mental or economic status; and that this application is submitted with the Board of Director's full knowledge and endorsement.

The Florida Ethics Code prohibits council members from having membership in an organization that receives grant funding. By signing, I certify that no council member is a member of this organization.

Anna Marron
Print Name

Anna Marron
Signature

Kathie Elias
Print Name

Kathie Elias
Signature

Board Chair
Title (Board President or Designee)

6/10/2026
Date

Executive Director
Title (Executive Director/CEO or Designee)

06/10/2026
Date

Board of Directors

OFFICERS

Anna Marron, Florida Institute of Technology, Professor, Board Chair

Kelly Delmonico, Land Development Strategies, Principal Planner/Owner, Board Vice Chair

Luke Henning, BioFulff, Interim CEO, Board Treasurer

Jenissa Garcia, L3 Harris, Lead Project Engineer, Board Secretary

DIRECTORS

Derek Gores, Rocky Water Mercantile/Derek Gores Gallery, Owner, Design Committee Chair,

John Verdi, Verdi Eco School/ Hey, Blue! Economic Vitality Committee Chair

Kelly Swartz, Widerman Malek, Partner, Organization Committee Chair

Susie Kroll, Image Studios, Owner

Larry Jarnes, Northborough Builders, CEO

Eau Gallie Arts District Main Street Inc,

BOARD OF DIRECTORS

Kathie Elias, Executive Director (2022-Present)

Kristina Grimm, Social Media Manager (We Love Betty Designs contract; November 2025-Present)



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8016002951C-9	09/24/2022	09/30/2027	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

EAU GALLIE ART DISTRICT MAIN STREET INC
540 MONTREAL AVE
MELBOURNE FL 32935-7007

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Eau Gallie Arts District Main Street Inc

Statement of Financial Position

As of Sep 30, 2025

	Total
Assets	
Current Assets	
Bank Accounts	
BofA Checking 2467	115,560.84
FBB Checking	3,079.66
Paypal	9.31
Petty Cash	485.00
Total for Bank Accounts	\$119,134.81
Accounts Receivable	
Accounts Receivable	20,884.07
Total for Accounts Receivable	\$20,884.07
Other Current Assets	
Inventory Asset	0.05
Lisa Packard to Repay EGAD (in use)	0.00
Undeposited Funds	0.00
Total for Other Current Assets	\$0.05
Total for Current Assets	\$140,018.93
Fixed Assets	
Accumulated depreciation	-3,099.66
Furniture/Equipment	3,099.66
Total for Fixed Assets	\$0.00
Other Assets	
Rent Security Deposit	500.00
Total for Other Assets	\$500.00
Total for Assets	\$140,518.93
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	2,477.74
Total for Accounts Payable	\$2,477.74
Credit Cards	
0074 FBB Master Card	27.20
BoA cc 0216 (6713)	3,319.02
Ramp Credit Card	707.63

Eau Gallie Arts District Main Street Inc

Statement of Financial Position

As of Sep 30, 2025

	Total
Total for Credit Cards	\$4,053.85
Other Current Liabilities	
Florida Department of Revenue Payable	-230.75
FL Sales Tax Payable (alternate) (in use)	0.00
Out Of Scope Agency Payable	0.00
Payroll Liabilities	5,287.43
Total for Other Current Liabilities	\$5,056.68
Total for Current Liabilities	\$11,588.27
Long-term Liabilities	
SBA Loan x7405 EIDL-Restricted	49,813.06
Total for Long-term Liabilities	\$49,813.06
Total for Liabilities	\$61,401.33
Equity	
Unrestricted Net Assets	63,844.59
Net Revenue	15,273.01
Total for Equity	\$79,117.60
Total for Liabilities and Equity	\$140,518.93

Eau Gallie Arts District Main Street Inc

Statement of Activity
October, 2024-September, 2025

	Total
Travel Expense	
Meals & Entertainment	977.14
Travel Accommodations(Air, Auto, Hotel)	2,677.00
Total for Travel Expense	\$3,654.14
Total for GENERAL OPERATING EXPENSES	\$30,677.64
PERSONNEL EXPENSES	
Payroll Processing Fees	560.22
Payroll Taxes	3,793.13
Payroll Wages	49,583.37
Total for PERSONNEL EXPENSES	\$53,936.72
SPECIAL EVENTS (FUNDRAISING) EXPENSES	\$1,500.66
Entertainment	600.00
Equipment, Venue & Utilities	1,361.75
Event Advertising Expenses	4,040.88
Event Expenses-Other	1,224.83
Materials & Supplies	1,653.94
Permit	3,077.38
Total for SPECIAL EVENTS (FUNDRAISING) EXPENSES	\$13,459.44
Uncategorized Expense	615.00
Total for Expenditures	\$99,530.78
Net Operating Revenue	\$16,571.21
Other Revenue	
Cash Back Rewards	0.25
Total for Other Revenue	\$0.25
Other Expenditures	
Interest Expense	1,298.45
Total for Other Expenditures	\$1,298.45
Net Other Revenue	-\$1,298.20
Net Revenue	\$15,273.01



EGAD Main Street Program
Kathie Elias, Executive Director
540 Montreal Ave, Suite #104
Melbourne, FL 32935
772-218-1267
hq@egadlife.com

May 25, 2026

The Melbourne City Council
Melbourne City
900 E. Strawbridge Ave.
Melbourne, FL 32901

Declaration of Critical Need

Entering its seventeenth year, the Eau Gallie Arts District Main Street Program (EGAD Main Street), a Florida not-for-profit corporation, has served as a vital economic and cultural development partner for the City of Melbourne.

As the primary liaison between merchants, residents, artists, property owners, and the City, EGAD has helped transform the Eau Gallie Arts District into one of the Space Coast's most recognizable creative destinations. Through strategic revitalization efforts, grassroots organizing, volunteer leadership, and responsible stewardship of public funding, EGAD has helped attract more than 50 small businesses, supported local entrepreneurship, increased foot traffic, and strengthened investor confidence throughout the district.

Over the past year, EGAD has continued to expand its impact through community programming, district marketing, public-private partnerships, public art initiatives, and small business support efforts. Signature programs such as First Fridays, community markets, collaborative cultural programming, promotional projects fueled by volunteer work, and business engagement initiatives have increased activity throughout the district and reinforced EGAD's role as an economic and cultural driver for Melbourne.

As EGAD enters Fiscal Year 2027, the organization is preparing to launch a strategic three-year visioning and implementation plan focused on ensuring the district's growth remains cohesive, intentional, and aligned with the expectations of residents, small businesses, property owners, artists, and visitors.

With long-anticipated transformational projects such as the Eau Gallie parking garage continuing to move forward, EGAD recognizes that the district is entering a pivotal period of growth and visibility. This next phase requires thoughtful planning and placemaking investments that reinforce the character, walkability, cultural identity, and visual cohesion of the district while supporting increased economic activity.

To sustain this momentum and prepare EGAD for this next era of growth, EGAD respectfully requests \$85,000 in funding from the City of Melbourne for the upcoming fiscal year.

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The continued success of EGAD directly contributes to the economic vitality and cultural reputation of the City of Melbourne. A reduction in EGAD's operational capacity would significantly impact ongoing revitalization efforts, cultural development, beautification efforts, and community engagement within the Olde Eau Gallie Riverfront area.

We respectfully request the City's continued investment and partnership through funding in the amount of \$85,000 to ensure the continued growth, beautification, and long-term sustainability of the Eau Gallie Arts District.

Thank you for your consideration and for your continued support of EGAD and the City's creative economy.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kathie J. Elias', with a large, stylized flourish extending to the right.

Kathie J. Elias

Executive Director, EGAD Main Street Program

A handwritten signature in blue ink, appearing to read 'Kelly Delmonico', with a large, stylized flourish extending to the right.

Kelly Delmonico

Board Vice-Chair, EGAD Main Street Program

GRANT FUNDING AGREEMENT

THIS GRANT FUNDING AGREEMENT (this "Agreement"), is entered into this 30th day of October 2025, by and between the **CITY OF MELBOURNE**, a Florida municipal corporation (the "CITY"), whose principal address is 900 East Strawbridge Avenue, Melbourne, Florida 32901; and **EAU GALLIE ARTS DISTRICT MAIN STREET, INC.**, a Florida not-for-profit corporation (the "RECIPIENT"), whose principal address is 540 Montreal Avenue, Melbourne, Florida 32935.

WHEREAS, RECIPIENT requested funding as a critical community need and on August 12, 2025, City Council determined RECIPIENT's request to be worthy of further evaluation pursuant to City Council Policy 10; and

WHEREAS, the City's Grants-in-Aid Review Committee evaluated the RECIPIENT's request for funding and made a recommendation to the City Manager to grant the funding to RECIPIENT; and

WHEREAS, the RECIPIENT is a not-for-profit corporation that is registered with the State of Florida as a Florida Main Street Community program that supports the business district of the Old Eau Gallie Riverfront CRA District of the CITY; and

WHEREAS, the RECIPIENT's program is organized around the four points of economic vitality, design, promotion and organization and operates pursuant to the Main Street Approach of the Florida Main Street Program toward revitalization of the EGAD District; and

WHEREAS, RECIPIENT has trained staff and additional resources available through the National Trust for Historic Preservation and the Florida Main Street program to assist in revitalization efforts within the EGAD District;

WHEREAS, RECIPIENT represents that RECIPIENT's annual budget reflects administrative and operating expenses that exceed the amount of the grant requested;

WHEREAS, the CITY acknowledges that the donation of municipal funds to a community organization requires that such funds be expended to fulfill a municipal purpose and may require periodic auditing to ensure that such funds will be used only for a municipal purpose; and

WHEREAS, the CITY has determined that providing assistance to not-for-profit organizations for the purpose of revitalizing historic downtowns and encouraging economic development within the City constitutes a valid municipal purpose; and

WHEREAS, the CITY has determined that there is a valid municipal purpose in providing funding to RECIPIENT in support of its program to revitalize the EGAD District;

NOW, THEREFORE, in consideration of the mutual covenants, the parties agree as follows:

1. Description of Program. RECIPIENT operates the Florida Main Street Community program that supports the EGAD District. RECIPIENT's program is organized around the four points of economic vitality, design, promotion and organization. RECIPIENT represents that its Program performs services assisting in the revitalization efforts of the CITY within the EGAD District as set forth in the RECIPIENT'S grant application (incorporated herein by reference) approved by City Council and including the following:

- 
- Encouraging the development of private funding sources in the EGAD District, including but not limited to the maintenance, promotion, sales of business way-finding signs throughout the retail core;
 - Encouraging private property owners in the EGAD District to follow the City's architectural guidelines and City Code;
 - Assisting staff with parking supply and management issues within the EGAD District including stakeholder meetings, parking plans and dissemination of information;
 - Encouraging private enterprise in the redevelopment efforts within the EGAD District; and
 - Working with the City to implement the recommended programs of the Florida Main Street program for the continued improvement of the EGAD District.

(the "Program").

2. Grant of Funds. Subject to the terms and conditions set forth herein and the RECIPIENT'S compliance with all of its obligations hereunder, the CITY hereby agrees to make available to the RECIPIENT grant funds in the amount of \$85,000 (the "Funds"), to be used solely for the purpose and disbursed in the manner hereinafter provided. The CITY shall disburse the Funds on a lump-sum basis to the RECIPIENT within forty-five (45) days of the effective date of this Agreement. The RECIPIENT shall utilize the Funds on or before September 30, 2026.

The RECIPIENT agrees to perform certain activities described as follows:

- (i) Education. RECIPIENT will educate the public about the Program and the City's programs, projects and services and other activities within the EGAD District.
- (ii) Community liaison. RECIPIENT will serve as a community liaison by working with CITY staff to assist in resolving recurring issues related to CITY services and programs. RECIPIENT shall publish online and in print within the EGAD District the contact information identifying the RECIPIENT's representative who will serve in the capacity as community liaison
- (iii) Growth and development. RECIPIENT will foster business growth and development throughout the EGAD District. The RECIPIENT staff shall be thoroughly familiar with businesses, persons, and centers of influence that are directly, or indirectly, involved in the City's Eau Gallie commercial district. The RECIPIENT shall provide advice and information to commercial businesses to

enhance commerce such as, operations, advertising, uniform store hours, special promotional events and similar activities. Such activities shall be reported to the RECIPIENT's membership regularly. Additionally, RECIPIENT will assist in endorsing the Eau Gallie Arts District to potential, future businesses and shall promote the EGAD District to associations of the business community such as the chamber of commerce.

- 
- (iv) Accreditation. One requirement of the national accreditation of the Main Street America program is to demonstrate the program has financial resources to carry out its annual and evolving program of work. RECIPIENT will continue its efforts to increase revenue from memberships, sponsorships and fundraising events throughout the contract year. RECIPIENT shall develop a welcome packet to provide to new businesses, develop a sponsorship program and hold at least two fundraising events per year.
 - (v) Leadership and Operations. RECIPIENT shall engage a director to manage the operations and coordinate payment for the normal and customary operating expenses of the Program. In the event of transition, a temporarily assigned board member of the RECIPIENT may serve in this capacity.
 - (vi) Retail. RECIPIENT shall provide for holiday lighting for the month of December to encourage retail business in the EGAD District.

(collectively, the "Activities").

3. Reporting.

a. *Quarterly Report.* RECIPIENT shall provide a quarterly program synopsis to the Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee (the "Advisory Committee") for all required activities outlined in Section 2 above. The quarterly report will be submitted to the Advisory Committee each quarter of the contract year (at the Advisory Committee meetings of January, April July and October). If the Advisory Committee does not meet in a month outlined herein, RECIPIENT shall submit the quarterly report at the next scheduled meeting. At a minimum the quarterly report shall demonstrate compliance with the Activities providing the following information:

- (i) Education: Demonstrate maintenance of an active website that identifies educational efforts and describe other educational efforts.
- (ii) Community liaison: Demonstrate publication (online and in print) within the EGAD District of the contact information of the RECIPIENT's representative who will serve in the capacity as community liaison and describe community liaison activities (i.e. resolution efforts).
- (iii) Growth and development: Identify at least one internal meeting that is held open to the general membership of RECIPIENT and provide a copy of the agenda showing discussion of growth and development activities. Identify at least one external meeting of a business organization (i.e. Chamber of Commerce, Rotary Club, etc.) attended on behalf of RECIPIENT and report on outreach efforts at such meeting.
- (iv) Accreditation. Provide a copy of a welcome packet provided to all new businesses in the EGAD District and report on the number of new businesses who

received the packet. Describe the sponsorship program and report on the number of new sponsors.

(v) Leadership. Identify the name of the executive director.

(vi) Retail. Demonstrate preparations for lighting in the month of December.

b. *Annual Report.* The RECIPIENT shall provide the CITY an annual report documenting that the Funds were spent in accordance with Section 2 above. The annual report shall be due no later than October 31, 2026 and will be revised from time to time, if the CITY requests additional information. At a minimum the annual report shall include the following information:

(i) Each quarterly report provided to the Advisory Committee.

(ii) Financial statements detailing RECIPIENT's income, expenses and balance sheet.

(iii) Identify the Activities performed in relation to Program;

(iv) Provide the number of persons assisted through the Activities by reporting on the number of direct contacts made.

(v) Any additional information the CITY requests be included in the annual report.

4. Retention and Audit. The RECIPIENT agrees to maintain adequate supporting documentation to account for the expenditure of Funds under this Agreement, including financial accounts, description of Activities (including locations, dates and times), and other related documents and records for the Program.

a. Financial records of the RECIPIENT shall be prepared and maintained in accordance with generally accepted accounting practices for non-profit organizations.

b. The CITY reserves the right to audit the records of the RECIPIENT for the Activities provided pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after expiration of this Agreement.

c. If required by the CITY, the RECIPIENT agrees to submit to an audit by an independent certified public accountant selected by the CITY. The RECIPIENT shall allow the CITY to inspect, examine, and review the records of the RECIPIENT in relation to this Agreement at any and all times during normal business hours during the term of this Agreement. Records relating to the performance of this Agreement shall be made available to the CITY for audit upon reasonable notice.

d. The Funds may only be spent by the RECIPIENT for the purpose(s) described in this Agreement. The RECIPIENT shall provide the quarterly and annual reports and any other documentation requested by the CITY to demonstrate to the CITY'S satisfaction, as determined by the Finance Director, that the Funds were spent for the purpose(s) described in this Agreement.

e. Any Funds determined as misspent or otherwise not spent as provided

for this Agreement shall be immediately returned to the CITY.

5. Remedies for Non-compliance. If the RECIPIENT fails to perform any of its obligations or covenants hereunder, or materially breaches any of the terms contained herein, then the CITY shall have the right to take one or more of the following actions:

- (i) Recover payments made to the RECIPIENT, including both spent and unspent payments;
- (ii) Deem the RECIPIENT ineligible to receive future grants from the CITY for a period of up to five (5) years; and
- (iii) Take any and all other remedies as may be legally permitted.

In the event of breach of this Agreement by the CITY, the RECIPIENT may only seek specific performance of this Agreement and any recovery shall be limited to the Funds pursuant to this Agreement. In no event shall the CITY be liable to the RECIPIENT for additional compensation, including neither consequential nor incidental costs/damages.

6. Liability. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by the CITY of its sovereign immunity or the provisions of Section 768.28, Fla. Stat. Further, nothing herein shall be construed as consent by the CITY to be sued by third parties in any matter arising out of any contract or this Agreement.

7. Insurance. The RECIPIENT shall maintain insurance coverage sufficient to cover the activities, risk, and potential omissions of the Activities in accordance with generally-accepted industry standards.

8. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by U.S. mail to the parties at the addresses set forth above.

9. Compliance with Applicable Law. The RECIPIENT agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable federal, state, and local laws and regulations. RECIPIENT shall obtain independent legal advice as needed to ensure its compliance with such applicable laws and regulations.

10. Nondiscrimination. The RECIPIENT agrees that it will not unlawfully discriminate against anyone on the basis of age, race, sex, national origin, creed, religion, handicapped status, or any other protected class in the fulfillment of this Agreement.

11. Drug Free Workplace. The RECIPIENT hereby certifies that it has implemented and complies with a drug-free workplace program, as described in §287.087, Florida Statutes.

12. Public Entity Crime. The RECIPIENT affirms that at no time has RECIPIENT, its board, or to the best of its knowledge, any of its affiliates, been convicted of a Public Entity Crime pursuant to §287.133(2)(a), Florida Statutes, and the RECIPIENT

recognizes that such a conviction during the term of this Agreement may result in the termination of this Agreement.

13. Miscellaneous Provisions.

a. Merger, Modification, Waiver. This Agreement contains the entire understanding between the CITY and RECIPIENT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in RECIPIENT'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

b. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

c. Third-party Beneficiaries. No provision of this Agreement shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.

d. Disputes. In case of dispute arising under this Agreement between the parties, the decision of the City Manager of the City of Melbourne shall be final and binding on both parties.

e. Applicable Law and Venue; Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any legal action to enforce or interpret this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida, and the parties agree to submit to the jurisdiction of that Court. The parties waive trial by jury. In the event of any litigation between the parties under this Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.

f. Time. Time is of the essence in the performance of this Agreement.

g. Independent. The parties agree that RECIPIENT and its personnel and other representatives shall not act as and shall not be agents or employees of the CITY. RECIPIENT shall have complete charge and responsibility for personnel employed by RECIPIENT and other representatives acting on behalf of RECIPIENT.

14. Effective Date. The effective date of this Agreement shall be the date of the last of the parties to sign.

[Signature page follows]

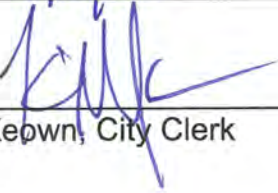
IN WITNESS WHEREOF, the CITY and the RECIPIENT have hereunto set their hands and seals.

CITY:

CITY OF MELBOURNE, a Florida
municipal corporation

By: 
Jenni Lamb
City Manager

Date: 10/3/05

Attest: 
Kevin McKeown, City Clerk

RECIPIENT:

**EAU GALLIE ARTS DISTRICT MAIN
STREET, INC.**, a Florida not-for-profit
corporation,

By: 
Kathie Elias
Executive Director

Date: 10



MEMORANDUM

RECEIVED
OCT 30 2025
City Manager's Office
Melbourne, Florida



TO: Jenni Lamb, City Manager

FROM: Cindy Dittmer, Community Development Director

RE: **Grant Funding Agreement between City of Melbourne & Eau Gallie Arts District Main Street, Inc. (EGAD)**

DATE: October 29, 2025

Attached is an original signed agreement as mentioned above, which was approved by City Council on October 28, 2025.

Can you and the City Clerk's Office please sign it on page 7 and return the original to Community Development.

Please call with any questions – x7500.

City of Melbourne, Florida
Summary of Action – Regular Meeting of the City Council
October 28, 2025

10. Work Order No. 24-06 to the contract for Asphalt and Milling Annual Resurfacing Program for the Kingsmill Subdivision Road Resurfacing and Restoration, Project No. 68122, V.A. Paving, Inc., Cocoa, FL - \$1,250,000.

Approved.

11. Task Order No. DRMP-I-2025-001 to the Continuing Contract for Professional Engineering Services for Riverview Park Roundabout and Parking Improvements, Project No. 13323, DRMP, Inc., Merritt Island, FL - \$89,480.

Approved.

12. Task Order No. DRMP-U-2025-001 to the Continuing Contract for Professional Engineering Services for the Lift Station No. 55 Rehab, Project No. 32526, DRMP, Inc., Merritt Island, FL - \$109,275.

Approved.

13. Sarno Road Emergency Force Main Replacement, Project No. 32726, in the amount of \$1,040,218.45.

- a. Authorization to establish Project No. 32726 and a budget transfer in the amount of \$1,041,000 from Project No. 30099.
- b. Utilization of Horizontal Directional Drill Contract P25015K-0-2025/KL for the Sarno Road Emergency Force Main Replacement to Concurrent Utility Services LLC, Rockledge, FL - \$1,041,000.

Approved.

14. CONSENT AGENDA:

- a. Utilization of contract pricing for wireless air cards for multiple departments, Verizon Wireless, Basking Ridge, NJ - estimated annual cost of \$210,676.20.
- b. Grant Funding Agreement between the City of Melbourne and Daily Bread, Inc./Providence Connects for Housing Case Manager services in the amount of \$100,000 for FY 2025-2026.
- c. Grant Funding Agreement between the City of Melbourne and Eau Gallie Arts District Main Street, Inc. for providing a designated Florida Main Street Program within the Olde Eau Gallie Riverfront Redevelopment Area in the amount of \$85,000 for FY 2025-2026.

Vice Mayor Neuman announced that Item c. was removed from the consent agenda at the request of Council Member LaRusso. Items a and b were approved.

City of Melbourne, Florida
Summary of Action – Regular Meeting of the City Council
October 28, 2025

15. ITEMS REMOVED FROM THE CONSENT AGENDA

- c. Grant Funding Agreement between the City of Melbourne and Eau Gallie Arts District Main Street, Inc. for providing a designated Florida Main Street Program within the Olde Eau Gallie Riverfront Redevelopment Area in the amount of \$85,000 for FY 2025-2026.

Approved.

Council convened as the Melbourne Downtown Community Redevelopment Agency for the following item:

- 16. Grant Funding Agreement between Melbourne Downtown Community Redevelopment Agency and Melbourne Main Street for providing a designated Florida Main Street Program in the amount of \$156,550 for FY 2025-2026.

Approved 5-0 (Mr. LaRusso was not present for the vote).

Council reconvened for the remaining items.

- 17. Public-Private Partnership (P3) Unsolicited Detailed Proposal for Eau Gallie Joint-Use Parking Garage and Hotel Project at 1551 Highland Avenue. (First Public Hearing)

Council voted unanimously to move forward with the preparation of the P3 Comprehensive Agreement consistent with Section 255.065, Florida Statutes, with Melbourne Hospitality Holdings, LLC, with the changes to the terms and further negotiation as provided within the staff memorandum.

- 18. **Ordinance No. 2025-50:** (First Reading) An ordinance amending Sec. 42-19 of the City Code regarding large group feedings in City parks.

Council approved the ordinance 5-1 (Ms. Hanley voted nay) with the revision to select Southwest Park within the alternating weekend roster. The second reading/public hearing will be advertised for the November 13 meeting.

- 19. Discussion regarding the 2007 Civic Center Study Phase I: Market Study (also referred to as the 2007 Melbourne Auditorium Study).

Following discussion, Council expressed consensus to move forward with Option B as presented by staff: commission financial estimates and construction costs and facility operations and potential funding sources based on the recommendations by SPG in the Phase I Study.

- 20. Discussion regarding creating the Melbourne Small & Developing Business program. (Requested by Council Member Marcus Smith)

-
9. **Ground Storage Tanks:** Tanks will be painted one neutral color and reuse tanks will be marked with a purple ring. (Adopted 5/8/2001; reviewed with no changes 7/8/2008; revised 2/11/2025.)
10. **Critical Community Need Funding** (Adopted 3/10/2026.)
- A. Intent: The intent of this policy is to provide guidance and rules for City Council for determining funding for critical community needs. A critical community need is defined as an important social service or closely related activity, benefiting the Melbourne community, of which City Council is desirous of having fulfilled. The intent is for entities requesting funding to follow a standard process and for requests to be fairly and openly evaluated.
- B. Critical Community Need Funding
1. A funding applicant/recipient shall be registered with the city as a vendor.
 2. A funding recipient shall spend critical community need funding for a valid public purpose.
 3. City Council may give preference to applicants that provide matching funds.
 4. Critical community need funding must be reasonable and is subject to funding availability.
 5. Funding can be non-monetary; for example, fee waivers or fee reductions, or no-cost/reduced cost use of a city facility or services.
 6. Funding can be indirect; for example, payment of utilities (e.g. water & sewer, electric, telephone, etc.).
- C. Process for Requesting and Approving Critical Community Need Funding:
1. An organization seeking funding for a critical community need shall complete a Critical Community Need Funding Application provided and maintained by the City Manager's Office.
 2. The application will solicit full details on the need for and use of the funds requested, and details on the organization and its finances. The completed application will be assigned to the city department that would be most knowledgeable of the funding applicant's critical community need (the "Assigned Department"). For example, the Community Development Department would be the Assigned Department for funding requests from organizations such as EGAD Main Street or Steadytown/Daily Bread.

3. The Assigned Department shall work with the applicant to guide them through the process and schedule the request to be placed on the City Council agenda. The applicant shall appear at the scheduled meeting to present their application to City Council for consideration of a critical community need. If a critical community need is determined by City Council, then City Council shall identify the public purpose to be served and the funding amount.
4. Funding awards will be memorialized in a funding agreement, to include terms and conditions, reporting and records retention requirements, and audit authority. The Assigned Department shall present the funding agreement to City Council for approval. Each funding agreement shall include the following provisions:
 - a. A periodic, detailed report from the recipient of how city funds were used, including, where applicable, number of Melbourne residents served and other and useful metrics illustrating quantifiable and non-quantifiable outcomes of the use of the funds.
 - b. Periodic financial statements detailing the recipient's income, expenses, and balance sheet.
 - c. Records to be retained and records retention requirements.
 - d. Recipient's concurrence to submit to an audit at the city's request and at the city's expense, and full cooperation with such an audit.
 - e. Remedies for non-compliance with the terms and conditions of the funding agreement.
- D. Monitoring of City Funding Granted Under this Policy: Funds are granted under this policy with the intent that they will be spent in accordance with the funding agreement. Recipients will be subject to city oversight to ensure funds are properly used.
11. **Investment of Surplus Funds Policy**: Adopted by Resolution No. 4252. (5/28/2024; see recitals of resolution for history of previous policies.)
12. **Florida League of Cities Annual Conference/Voting Delegate**: Resolution No. 1826 designates the mayor as the standing voting delegate at the annual conference. (Adopted 5/27/2003; reviewed with no changes 7/8/2008; reviewed with no changes 9/11/2024.)
13. **City Manager Hiring Flexibility** – Council authorized the City Manager the flexibility to hire senior management employees at the mid-range level for annual leave. (Adopted 5/27/2003; reviewed with no changes 7/22/2008; reviewed with no changes 10/22/2024.)



Melbourne City Council
August 11, 2026
City Manager's Item Report

Department:	Community Development
Presenter:	Robert McKinzie
Council District:	3
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.

Subject:

Discussion of request from the Melbourne Downtown Community Redevelopment Agency (CRA) Advisory Committee to waive building permit fees.

Background/Consideration:

This is a request by the Melbourne Downtown CRA Advisory Committee to City Council, recommending waiving all building permit fees for properties within the Melbourne Downtown CRA.

During the July 1, 2026 Melbourne Downtown CRA Advisory Committee meeting, the committee had a discussion regarding the proposed Building Improvement Program. One of the Committee members suggested several other ideas to assist with bringing businesses into the CRA. One of those ideas was to waive all building permit fees within the CRA. The Committee approved a motion by a 4-2 vote, recommending that City Council waive all building permit fees for properties located within the CRA.

Building permit fees are established to recover the staff and administrative costs associated with permit review, inspections, and enforcement of Florida Building Code. The Building Division's operational budget is completely reliant on the cost recovery fees. Florida law restricts the ability to increase building permit fees to supplement the waiving of building permit fees for other properties or projects. Therefore, building fees cannot be truly waived. The City would be required to identify an alternative funding source to replace the revenue lost by waiving building permit fees for properties located within the CRA.

The majority of building construction that occurs in the CRA consists of renovations and improvements to existing buildings. Staff pulled a recent example of a tenant unit change of use from retail to restaurant and a hotel new construction example.

- Renovation/remodel of a 4,000 s.f. commercial unit valued at \$58,000 in construction costs with a total building permit fee of \$398.25.
- New construction of a 213,000 s.f. hotel and garage valued at approximately \$34 million with a total building permit fee of \$111,000.

The majority of building permits in downtown will fall into the first category and are a very small percentage of the overall business project cost. However, the cumulative effect of waiving these fees



will have an impact on the Building Division revenues. Likewise, when a new construction project, like the hotel example, is constructed, the building permit fee is much higher and necessary to fund the cost of staff review for a large project.

Staff finds that the incentive of waiving a small building permit fee for a new small business to locate downtown will be minimal in the overall project budget. However, the cumulative effect of waiving building permit fees for both small and large projects in downtown, could have a substantial impact on the Building Division's budget. Staff would recommend that the building permit fee be added as a reimbursable cost into the proposed Building Improvement Program, which will come to City Council on August 11 for consideration.

Fiscal/Budget Impact:

Given the City's current budget constraints, there is no general fund funding available to replace the Building Division's lost revenue. If City Council desires to implement a program to waive building permit fees for properties in the CRA, City Council will need to identify a current CRA program and/or project to be eliminated to provide the funding.

Requested Action:

Staff does not recommend waiving building permit fees for properties within the Melbourne Downtown CRA and alternatively, recommends Council's consideration of incorporating building permit fees associated with eligible improvements as a reimbursable cost in the proposed Building Improvement Program.

**City of Melbourne, Florida
Agenda
Melbourne Downtown Redevelopment Advisory Committee**

City Hall Council Chamber
900 E. Strawbridge Avenue
Melbourne, FL 32901

July 1, 2026 • 8:00 AM

1. A meeting of the Melbourne Downtown Redevelopment Committee was held in the Council Chamber at 900 East Strawbridge Avenue and was called to order at 8:00 a.m. by Chairman Lisa Herendeen.
2. All present said the Pledge of Allegiance.
3. The following members were:

Present: Lisa Herendeen, Chair
JoAnn Davis, Member
Gerry Smith, Member
John Lucas, Member
Marva Murray, Member
Chris Adams, Member
Stefan Hartmann, Alternate Member

Absent: Bert Luer, Vice Chair (excused)
Brett Miller, Alternate Member (excused)

Also Present: Cindy Dittmer, Community Development Director
Robert McKinzie, Economic Development Manager
Carmin Velasquez, Redevelopment Planner
Mary Wolak, Recording Secretary

4. **Approval of Minutes – May 1, 2026**
Moved by Davis/Adams to approve the May 1, 2026 meeting minutes, as presented.
Motion carried unanimously.

5. **Melbourne Main Street Update**
Amil Cordova, Executive Director, Melbourne Main Street

Mr. Cordova reported that Melbourne Main Street (MMS) has once again achieved accreditation through Florida Main Street. He noted that MMS continues to meet monthly with City staff, participated in the April 23 Stakeholders Meeting and the June 23 Property Owners Meeting, and recently presented its 2026–2030 Strategic Plan to the MMS Board for review. He also shared updates on the upcoming budget and work plan, the Florida Main Street POMS Conference, the Summer/Fall Visitor's Guide, ongoing marketing efforts, recent BOOMS Tracker and wayfinding sign updates, and upcoming downtown

events, including Putta Palooza, Sip & Shop, the Sidewalk Sale, and Small Town Fridays.

Board members discussed the downtown vacancy rate and the new Small Town Fridays initiative. Mr. Cordova reported that MMS has identified 14 vacant storefronts and nine additional overflow vacancies within the Main Street district, noting that vacancy numbers have remained relatively stable. Ms. Davis requested quarterly vacancy updates to the CRA Board and received additional information on Small Town Fridays, which are intended to create a more family-friendly downtown atmosphere. Mr. Hartmann also inquired about outreach to property owners, and Mr. Cordova stated that MMS continues to engage with property owners regarding vacant properties.

6. Board Members' Term Lengths (Requested by City Council)

Mr. McKinzie explained that City Council is seeking feedback on a proposal to standardize volunteer board member terms to three years in an effort to improve attendance reviews and streamline the reappointment process. The Board discussed the proposal, confirmed there are no term limits provided members apply for reappointment through the City Clerk's Office, and reached a consensus in support of the proposed three-year term.

7. Community Policing Report

Officer Ryan Allen

Officer Allen reported that calls for service within the CRA have decreased by approximately 50%, which he attributed to the City's efforts to address homelessness. He noted a significant reduction in trespass orders, stated there are currently no known homeless camps within the CRA, and reported that the newly installed security cameras have been highly effective.

The Board discussed the potential for expanding the camera system, with Ms. Dittmer noting that any additional cameras would require budget consideration and supporting infrastructure. Officer Allen also explained that trespass orders are issued for one year for a first offense and two years for a second offense, with repeat offenders being referred to Providence Place for services. He added that the homeless population appears to have dispersed outside the downtown area, although current numbers are unknown.

8. Small Business Incentive Program

Mr. McKinzie presented the draft guidelines for the proposed Interior Building Improvement Program, which City Council directed staff to develop. The program would provide reimbursement grants of up to \$30,000 for eligible code-related interior improvements to commercial properties within the CRA. Staff reviewed the program's eligibility requirements, eligible and ineligible improvements, application process, reimbursement structure, and funding restrictions.

Mr. McKinzie explained that eligible improvements must address requirements of the Florida Building Code and/or the Florida Fire Prevention Code related to new business, business expansion, or business retention. Eligible improvements include electrical, plumbing, HVAC, fire suppression and fire Separation, and

ADA accessibility improvements and code-required interior modifications such as life safety egress improvements, grease traps and related plumbing, commercial kitchen exhaust hoods, ventilation systems and interior systems required for code compliance.

Mr. Adams asked what would happen if a business were sold or closed after receiving grant funding. Mr. McKinzie explained that the improvements would remain with the property. Ms. Dittmer stated the goal of the program is to provide businesses with an opportunity to help fill vacant commercial spaces.

Mr. Hartmann commented that waiving building permit fees and reducing building code requirements for property owners would better encourage businesses to occupy vacant storefronts. Staff explained that building permit fees are not allowed to be waived and Florida Building Code and Florida Fire Prevention Code requirements are not regulated by the city. Mr. Hartmann later questioned whether the city could waive the building permit fees since it collects them, and staff responded that the city is not able to waive them.

The Committee discussed the proposed program, including eligibility requirements, the restrictions on applying for both the Façade Improvement Program and the Interior Building Improvement Program simultaneously, the financial burden of code-required improvements on new businesses, and the potential impact on filling vacant commercial spaces. Several members expressed support for allowing qualified applicants to participate in both grant programs at the same time, while others emphasized the importance of ensuring the program benefits businesses facing financial hardship.

Ms. Davis left the meeting at 9:02 a.m.

Mr. Lucas commented that replacing the HVAC system can cost approximately \$20,000 and that many new business owners may not realize such improvements are required. He added that landlords are often unwilling to cover these costs. Ms. Dittmer responded that these are the challenges staff has consistently heard from prospective business owners over the years.

During public comment, Mr. Mark Herendeen asked whether the city could reduce or reimburse building permit fees. Staff explained that building permit fees cannot currently be waived and that reimbursement of the fees could be included in the program.

Mr. Adams left the chamber at 9:06 a.m.

Moved by Hartmann/Herendeen to waive all building permit fees within the Downtown Melbourne Community Redevelopment Area.

Aye: Hartmann, Herendeen, Smith

Nay: Murray, Lucas

Mr. Adams returned to the chamber at 9:09 a.m.

Due to Mr. Adams leaving the chamber the committee reconsidered the motion.

Moved by Hartmann/Herendeen to waive all building permit fees within the Downtown Melbourne Community Redevelopment Area.

Aye: Hartmann, Herendeen, Adams, Smith

Nay: Murray, Lucas

During public comment, a letter was read on behalf of downtown business owner Staci Sullivan regarding a pedestrian accident at the Strawbridge Avenue crosswalk. The letter requested upgraded cameras, improved crosswalk visibility, and additional traffic safety measures. Staff agreed to forward the letter to the Police Chief and City Engineer for review and noted that FDOT has jurisdiction over traffic calming improvements on the roadway.

Moved by Herendeen/Hartmann to recommend that Staff explore the possibility of expanding the camera program in Downtown Melbourne.

Motion carried unanimously.

Ms. Herendeen asked the Committee for its consensus on the proposed Building Improvement Program before it is presented to City Council. Approximately half of the Committee supported the program as presented, while the other half expressed support for the program if applicants were permitted to apply for both the Façade Improvement Program and the Interior Building Improvement Program simultaneously.

9. CRA Capital Projects & Programs

Mr. McKinzie provided an update on the Downtown Core Streetscape Project. He reported that the Holmes Park Project is progressing through the design phase, with 30% design plans expected within the next few months, followed by a public workshop. He also noted that the South Expansion Streetscape roadway Project is anticipated to be completed by mid-July, after which FDOT will install the landscaping and irrigation systems. Mr. McKinzie added that the Riverview Park entryway design plans are approximately 90% complete.

10. Additional Business

Mr. McKinzie announced that the City Council Budget Workshop is scheduled for July 29. Ms. Herendeen requested that the CRA Committee be notified of future property owners' meetings. Staff explained that the recent meeting was hosted by Council Member Neuman, with City staff assisting in mailing approximately 80 invitations to property owners. Approximately 20 property owners attended the meeting.

11. General Public Comment

There was no public comment.

12. Adjournment

The meeting was adjourned by Chairman Herendeen at 9:37 a.m.

Respectfully submitted,

Mary Wolak
Mary Wolak, Recording Secretary

DRAFT



Council will convene as the Melbourne Downtown Community Redevelopment Agency for the following item:

**Melbourne City Council
August 11, 2026
City Manager's Item Report**

Department:	Community Development
Presenter:	Robert McKinzie
Council District:	3
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.16.

Subject:

Melbourne Downtown Community Redevelopment Agency (CRA) Building Improvement Grant Program.

Background/Consideration:

This item requests approval by the Melbourne Downtown Community Redevelopment Agency (CRA) for a new Building Improvement Grant Program to be funded by the CRA. The proposed program is designed to reduce slum and blight by encouraging private investment in commercial properties and supporting the attraction, retention, and expansion of businesses within the redevelopment district. Additional program details are provided in the staff memorandum.

In October 2025, City Council directed staff to explore the creation of a small business incentive program through the Melbourne Downtown CRA. Since that time, staff has met with local business support organizations, including Melbourne Main Street, weVenture, the Small Business Development Center (SBDC), SCORE, and representatives from the City of Cocoa. Staff also hosted a public workshop in February 2026 with more than 35 participants. Feedback from the workshop identified access to capital as the greatest barrier to opening or expanding a business in downtown Melbourne. Additionally, staff presented an update to City Council on March 24, 2026, regarding stakeholder feedback and the framework of an “interior” building improvement program. The general consensus from City Council was positive to move forward with this type of a program.

In response, staff developed the proposed Building Improvement Grant Program to assist businesses with the costs of bringing commercial spaces into compliance with the Florida Building Code and Florida Fire Prevention Code. Many downtown buildings are older and require significant code-related improvements before they can be occupied, creating unexpected costs for small businesses. By helping to offset these expenses, the program will reduce barriers to occupancy while encouraging reinvestment in commercial properties, particularly vacant properties.

The proposed Program provides matching reimbursement grant funds through the CRA of 50% up to a maximum of \$30,000, with a minimum private investment of \$5,000, for eligible code-related interior improvements. Eligible applicants include new and existing for-profit businesses within the



redevelopment district and property owners improving commercial space for an eligible tenant/business. The program is targeted toward businesses that increase foot traffic within the downtown Melbourne area and includes a list of non-eligible types of businesses. To maximize the impact of available CRA funding, applicants who have received CRA funding within the past five (5) years are not eligible, and applicants may not receive funding from both the Building Improvement Program and the Façade Improvement Program simultaneously.

The Program also requires applicants to develop a business plan in partnership with a small business assistance organization. During the public workshop, participants identified a lack of awareness of available business resources as a significant challenge for small business owners. This requirement will connect applicants with technical assistance, mentoring, and other business support services while helping them develop a stronger business plan and increasing their likelihood of long-term success.

The Melbourne Downtown CRA Advisory Committee reviewed the Program at multiple meetings and expressed overall support at its July 1, 2026, meeting. The Committee was split on whether applicants should be permitted to apply for both the Building Improvement Program and the Façade Improvement Grant simultaneously, and also discussed concerns related to building permit fees in the CRA.

Staff's draft proposal of the Program guidelines prohibits applicants from receiving funding through both programs at the same time, or within five (5) years of each program. This approach is intended to maximize the impact of available CRA funds by ensuring grant dollars are distributed among a greater number of businesses and commercial properties, rather than being concentrated on a limited number of properties each year. Staff also included building permit fees as an eligible reimbursable cost in lieu of the committee's recommendation that the City waive all building permit fees within the redevelopment district.

If the CRA Board recommends approval of the Program, the Melbourne Downtown CRA Redevelopment Plan will need to be amended to include the new program. This amendment would be brought forth at a future Council meeting.

Fiscal/Budget Impact:

Funding for the Building Improvement Program is proposed through the Melbourne Downtown CRA FY27 Operating Budget (56100552-582310) in the additional amount of \$90,000.

The existing budget line item is currently designated for the Façade Improvement Grant in the amount of \$60,000. By allocating additional funding to this same line item, staff can expand the use of available funds to support eligible projects under either the Building Improvement Program or the Façade Improvement Grant, providing greater flexibility and maximizing the impact of CRA incentive funding.

Requested Action:

Approval of the Building Improvement Program Guidelines as presented and authorization for staff to bring forth an amendment of the Melbourne Downtown Redevelopment Plan for Council consideration.



Council will reconvene for the remaining items.

Memorandum

To: Jenni Lamb, City Manager
Thru: Joan Junkala-Brown, Deputy City Manager
Thru: Cindy Dittmer, AICP, Community Development Director
From: Robert McKinzie, Economic Development Manager
Re: Building Improvement Program Guidelines
Date: July 27, 2026

This item requests approval by the Melbourne Downtown Community Redevelopment Agency (CRA) Board of a new Building Improvement Grant Program to be funded by the CRA. The program is designed to reduce slum and blight by encouraging investment in commercial properties, thereby supporting the attraction, retention, and expansion of businesses within the CRA district.

Background

At the October 28, 2025, Regular City Council meeting, City Council discussed the creation of a small business incentive program and directed staff to explore the development of such program through the Melbourne Downtown CRA Advisory Committee.

Following this direction, staff met with local small business support organizations, including Melbourne Main Street, weVenture, the Small Business Development Center (SBDC), and SCORE, as well as representatives from neighboring municipalities, including the City of Cocoa.

In February 2026, staff hosted a public workshop to gather input from downtown business owners and prospective entrepreneurs regarding the types of assistance most needed to support business growth in the downtown area. More than 35 participants attended and contributed through a live survey and facilitated discussion. Feedback from the workshop identified access to capital as the greatest challenge for businesses seeking to establish or expand operations in downtown Melbourne. Additionally, staff presented an update to City Council on March 24, 2026, regarding stakeholder feedback and the framework of a “interior” building improvement program. General consensus from City Council was positive to move forward with this type of program.

In response to this feedback, staff is proposing a new Building Improvement Grant Program designed to offset the costs of bringing commercial properties into compliance

with applicable building and life safety codes. The program would assist new businesses locating within the Melbourne Downtown CRA, as well as existing businesses seeking to retain, expand, or improve their operations, by reducing the financial barriers associated with occupying and improving commercial space.

Building Improvement Program

The proposed Building Improvement Program is a matching 50% reimbursement grant that provides up to \$30,000 in funding, with a minimum required private investment of \$5,000, for eligible interior structural improvements that bring commercial properties into compliance with Florida Building Code and/or the Florida Fire Prevention Code. It is very similar to the current Façade Improvement Program.

Program Objectives

- Activate vacant storefronts.
- Encourage new businesses and job creation.
- Support existing business retention/expansion.
- Improve the quality and functionality of commercial interiors.
- Increase economic activity, foot traffic, to decrease slum and blight.

Eligible Applicants

- A for-profit eligible commercial business (see eligible business types below) located within or locating to the Melbourne CRA district, or
- A property owner improving a commercial space intended for a for-profit eligible business.

Applicants are not eligible for the Building Improvement Program if they have received funding from the CRA or the City of Melbourne within the past five (5) years. Applicants cannot apply for the Façade Improvement Program simultaneously.

Eligible Business Types

- Customer-facing commercial uses, such as restaurants and retail establishments, that activate storefront spaces and bring foot traffic downtown.

Non-Eligible Business Types

- Professional or administrative offices
- Medical or dental offices
- Real estate, insurance, or financial service offices
- Contractors, construction companies, and trade services

- Automotive sales, repair, detailing, body shops, or tire businesses
- Warehousing or storage facilities
- Home-based businesses
- Adult entertainment establishments
- Smoke/vape shops, bars, nightclubs, or liquor stores
- Gas stations and fuel sales facilities
- Temporary businesses or seasonal operations
- Any business determined by the CRA to be inconsistent with the redevelopment goals of the district

Eligible Improvements

- Eligible improvements must address requirements of Florida Building Code and/or the Florida Fire Prevention Code related to a new business, business expansion, or business retention, and may include:
 - o Electrical.
 - o Plumbing.
 - o HVAC.
 - o Sprinkler/Fire suppression systems/ Fire separation.
 - o ADA accessibility improvements.
 - o Code-required interior reconfiguration such as life safety required egress improvements.
 - o Grease traps and related plumbing.
 - o Commercial kitchen exhaust hoods, ventilation systems, and related fire suppression equipment required for code compliance.
 - o Interior systems required for compliance with Florida Building Code.
 - o Associated Building Permit Fees

Reimbursable costs shall only be associated with labor, materials, permit fees, and related architectural/engineering services.

Application Process

- Meet with staff. Review program guidelines, discuss eligibility, schedule a pre-application meeting to ensure the proposed improvements are consistent with all regulations.
- Build a Business Plan. Applicant must meet with a small business service provider (such as weVenture, SBDC, SCORE, etc.) to build a business plan which will be submitted as part of the application.
- Submit Application. Staff will conduct a review of the application for eligibility and completeness.
- Melbourne Main Street (MMS) Economic Vitality Committee. The submitted application will be reviewed by the MMS Economic Vitality Committee for recommendation.
- Melbourne Downtown Redevelopment Advisory Committee. The application will be presented to the Advisory Committee for recommendation.

- Melbourne Downtown Community Redevelopment Agency (CRA). City Council acting as the CRA, will review the recommendations of MMS and the Advisory Committee to make a final determination for funding.
- Rebate Agreement. If the application is approved by the CRA, the applicant and CRA will enter into a Rebate Agreement. This agreement will serve as the formal document establishing the approved grant amount, project scope, and establish deadlines for project completion and reimbursement.
- Permits. Once the Rebate Agreement is executed the applicant may submit plans to the Building Department for required permits.
- Construction. Contractor shall commence work according to the approved plans and permits.
- Reimbursement. Once construction is complete and a Certificate of Occupancy (CO) or Certificate of Completion (CC) is issued, the applicant can submit for reimbursement.
 - o For property owners who make eligible improvements speculating to attract a new business, up to fifty percent (50%) of the approved grant may be reimbursed upon issuance of CO or CC and the remaining grant funds shall be disbursed once an eligible business has executed a lease and obtained both their County and City Business Tax Receipt.

Staff Analysis

Based on research of comparable CRA incentive programs, ongoing stakeholder input, and needs identified during the public workshop, staff believes the proposed program will serve as a valuable tool to attract, retain, and expand businesses within the Melbourne Downtown CRA, particularly assisting some of the vacant properties.

The use of CRA funds is governed by Florida Statute and is limited to eligible redevelopment activities. The proposed Building Improvement Grant directly addresses slum and blight, as defined in Florida Statute, while ensuring that the investment remains within the CRA district. Many of the buildings in the district are historic and do not meet current building codes, resulting in unexpected compliance costs for small business owners seeking to locate downtown. These unforeseen expenses can create a significant financial barrier to opening a business. By helping offset the costs of code compliance and required building improvements, the grant will reduce those barriers and enable business owners to invest more resources into opening and operating their businesses successfully.

An educational component was also incorporated into the program based on feedback received during the public workshop. Participants identified a lack of awareness of available business resources as one of the greatest challenges facing small business owners. Requiring applicants to submit a business plan not only provides the CRA with an opportunity to evaluate whether the proposed business is a good fit for the district, but also encourages business owners to connect with a small business mentor or consultant. This process helps business owners strengthen their business plans while

increasing awareness of the technical assistance, funding opportunities, and other resources available to support their long-term success.

Melbourne Downtown CRA Advisory Committee

The Building Improvement Program has been discussed at multiple Advisory Committee meetings. At its July 1, 2026, meeting, the Committee expressed overall support for the program as presented but was divided on whether applicants should be permitted to apply for both the Building Improvement Program and the Façade Improvement Program simultaneously.

Staff included language prohibiting applicants from receiving funding through both programs at the same time due to other comments received regarding over-enriching specific businesses. This approach is intended to maximize the impact of available CRA funds by ensuring grant dollars are distributed among a greater number of businesses and commercial properties rather than being concentrated on a limited number of projects each year. Additionally, the Advisory Committee discussed concerns related to building permit fees. Staff has added building permit fees as an eligible reimbursement cost.

If City Council recommends approval of the program, the Melbourne Downtown CRA Redevelopment Plan will need to be amended.

Fiscal/Budget Impact:

Funding for the Building Improvement Program is proposed through the Melbourne Downtown CRA FY27 Operating Budget (56100552-582310) in the additional amount of \$90,000.

The existing budget line item is currently designated for the Façade Improvement Grant in the amount of \$60,000. By allocating additional funding to this same line item, staff can expand the use of available funds to support eligible projects under either the Building Improvement Program or the Façade Improvement Grant, providing greater flexibility and maximizing the impact of CRA incentive funding.

Recommendation

Approval of the Building Improvement Program Guidelines as presented and authorization for staff to implement and administer the program in accordance with the approved guidelines, once the Melbourne Downtown Redevelopment Plan is amended.

Building Improvement Program

Overview

The Building Improvement Grant Program (“Program”) will be funded and administered through the Melbourne Downtown Community Redevelopment Agency (“CRA”). This is a matching reimbursement grant providing a maximum 50% reimbursement, not to exceed \$30,000 for eligible improvements. Grants are based on funding availability and may be provided to qualified businesses and property owners for approved interior improvements that bring commercial spaces into compliance with Florida Building Code, and Florida Fire Prevention Code.

Applications will be accepted year-round until funding becomes unavailable.

Eligibility Requirements

Applicants must provide a minimum match of \$5,000 meaning the total eligible project cost must equal or exceed \$10,000. Each applicant must be a qualified for-profit commercial business that is either locating to or currently operating within the Melbourne Downtown CRA District (see attached map). Tenant-based applicants must also have the consent of the property owner to submit an application.

Property owners may also apply for funding without a tenant-based applicant; however, property owner applicants must provide evidence that the proposed improvements are necessary for tenant placement. Before a business occupies the improved space, a business plan must be submitted for staff review and evaluation.

For any new business entering the district, the property owner and tenant shall execute a lease agreement with a minimum term of three (3) years. As part of the application process, all tenant applicants are required to submit a business plan evaluated by a small business service provider, such as the Small Business Development Center, SCORE, and weVenture. Furthermore, all applications must be reviewed and receive recommendations from the Melbourne Main Street Economic Vitality Committee, the Melbourne Downtown CRA Advisory Committee, and the CRA Board/City Council.

Qualified applicants for this program must meet the following requirements:

- A for-profit eligible commercial business located within or locating to the Melbourne Downtown CRA district (together with property owner consent, if applicable), or
- A property owner improving a commercial space intended for an eligible business.

All applicants must:

- Be current on all taxes, utilities, and financial obligations to the City.
- Hold an active Business Tax Receipt with the City and County (or obtain one prior to reimbursement).
- Have no pending code violations unless the proposed project will resolve them.
- Be in compliance with zoning and land-use requirements.
- Have no outstanding debt, liens, or unpaid obligations to the City.
- Submit a complete application package

Property Owner Applicants: The property owner must satisfy all of the eligibility requirements listed above.

Tenant Applicants: If the applicant is a tenant, both the tenant and the property owner must satisfy all of the eligibility requirements listed above. In addition, the tenant must provide written authorization from the property owner approving the proposed improvements as part of the application.

Eligible Business Types

- Customer-facing commercial uses, such as restaurants and retail establishments, that activate storefront spaces and bring foot traffic downtown.

Ineligible Business Types

- Professional or administrative offices
- Medical or dental offices
- Real estate, insurance, or financial service offices
- Contractors, construction companies, and trade services
- Automotive sales, repair, detailing, body shops, or tire businesses
- Warehousing or storage facilities
- Home-based businesses
- Adult entertainment establishments
- Smoke/vape shops, bars, nightclubs, or liquor stores
- Gas stations and fuel sales facilities
- Temporary businesses or seasonal operations
- Any business determined by the CRA to be inconsistent with the redevelopment goals of the district

Applicants are not eligible for the Building Improvement Program if they have received funding from the CRA or the City of Melbourne within the past five (5) years. Applicants cannot apply for the Façade Improvement Program simultaneously.

Applicants who previously received Building Improvement Program funding may apply again only if:

- At least five (5) years have passed since the completion of the previous project; and
- They fully complied with the terms of their previous Rebate Agreement and did not default.

Improvements funded through the Building Improvement Program are not eligible for additional funding for a period of ten (10) years following the project completion date.

Applicants who defaulted on a previous Rebate Agreement are permanently ineligible for the program.

For property owners of multi-tenant properties, only one grant may be awarded per tax parcel during each fiscal year.

Eligible Improvements

Eligible interior improvements must address requirements of Florida Building Code and/or the Florida Fire Prevention Code related to a new business, business expansion, or business retention, and may include:

- Electrical.
- Plumbing.
- HVAC.
- Sprinkler/Fire suppression systems/Fire separation.
- ADA accessibility improvements.
- Code-required interior reconfiguration such as life safety required egress improvements.
- Grease traps and related plumbing.
- Commercial kitchen exhaust hoods, ventilation systems, and related fire suppression equipment required for code compliance.
- Interior systems required for compliance with the Florida Building Code.
- Building Permit Fees.

Reimbursable costs shall only be associated with labor, materials, building permit fees, and architectural/engineering services related to code-required upgrades constructed by a licensed contractor.

All improvements must:

- Comply with all applicable Federal, State, and Local regulations.
- Be permitted through the City of Melbourne.
- Be fixed, permanent improvements to the building.
- Begin after grant approval and signed agreement.

Ineligible Improvements & Expenses

The following expenses are not eligible for reimbursement:

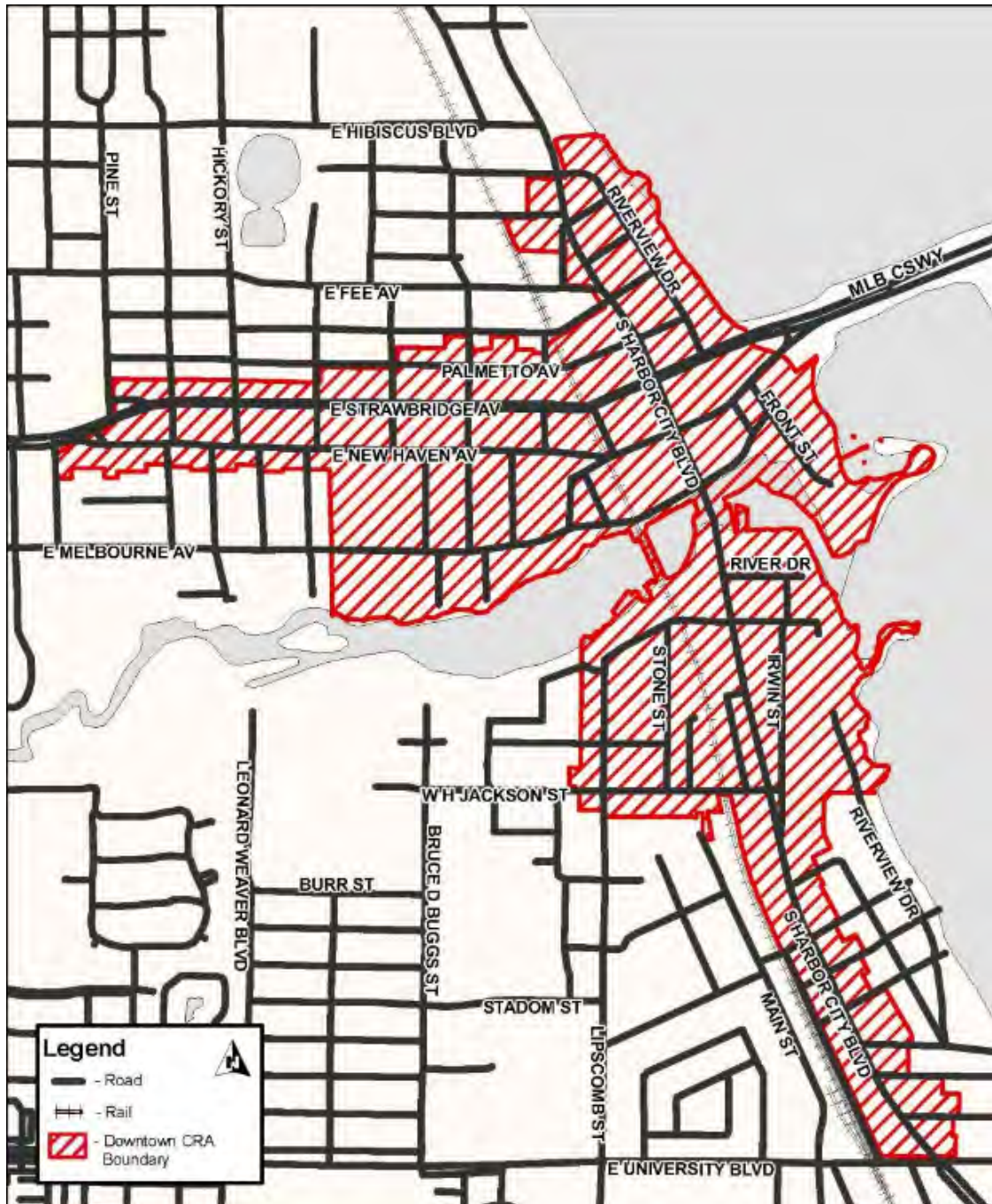
- Exterior improvements, unless to meet ADA accessibility requirements.
- Furniture, fixtures, equipment, inventory.
- Non-fixed items or removable equipment.
- Impact fees or code enforcement fines.
- Work started before execution of the Rebate Agreement.
- Self-performed work.
- New Building Construction.

Process

The Community Development Department will oversee the Program for the CRA. Grants are based on funding availability and will be considered on a first-come/first served, case-by-case basis. Application submission does not guarantee approval. Funds shall be provided on a reimbursement basis only. Completed projects, projects under construction and projects already under a permit will not be considered eligible. Business owners and property owners may advance through the Program as follows:

- **Meet with Staff.** Applicant meets with Community Development staff to discuss their project plans, review the program guidelines, discuss their eligibility and learn about the application process.
 - A separate pre-application meeting with applicable development review departments will be required to ensure that the proposed improvements are consistent with all regulations.
- **Build a Business Plan.** Meet with a small business service provider to prepare a business plan to be submitted as part of the application. Community Development staff will provide a list of available small business service providers that offer free services.
- **Submit Application.** Contact Community Development staff to arrange a time to review and submit the application. Staff will conduct a review of the application for eligibility and completeness. Eligibility will be determined by Business Type, Eligible Improvements, Project Costs, and Project Readiness. If complete, the application will be date and time stamped. A complete application must include:
 - Completed Application Form.
 - Proof of Property Ownership or Lease (with owner authorization for proposed improvements and submittal of application).
 - Business Plan.
 - Detailed Scope of Work and Project Plans.
 - Photographs of Existing Interior Conditions.
 - Active City/County Business Tax Receipt, unless new business.
 - Proof of Insurance.
 - Project Timeline.
 - Three Itemized Contractor Estimates.
 - Approval by the Community Development Director is required if the applicant does not use the contractor who submitted the lowest bid.
- **Melbourne Main Street Economic Vitality Committee.** Applicant meets with the Melbourne Main Street (MMS) Economic Vitality Committee, who will review the business plan, proposed improvements and make recommendations to the applicant, if necessary. MMS will forward a recommendation to the Melbourne Downtown Redevelopment Advisory Committee on whether to approve, approve with conditions, or deny the Program application.
 - Contact Community Development staff to arrange this meeting.

- *Melbourne Downtown Redevelopment Advisory Committee.* Applications meeting program criteria will be presented to the Melbourne Downtown Redevelopment Advisory Committee. The Redevelopment Committee will make a recommendation to City Council, which serves as the Melbourne Downtown Community Redevelopment Agency.
- *Melbourne Downtown Community Redevelopment Agency (CRA).* City Council, acting as the CRA, reviews the recommendations of the MMS Economic Vitality Committee and Redevelopment Advisory Committee and decides whether to approve, approve with conditions, or deny the Program application.
- *Rebate Agreement.* If the Program application is approved by the CRA, the Applicant and CRA enter into a formal agreement, known as a Rebate Agreement.
 - Applicant to maintain improvements through the Program for a minimum of five (5) years following reimbursement.
 - Work may not commence until the Rebate Agreement has been signed and any required permits have been issued by the City.
 - Continuing obligations will be addressed in the Rebate Agreement which may include authorization for the City to lien the subject property for amounts due back to the City/CRA for default of the Rebate Agreement.
- *Permits.* Once the Rebate Agreement has been signed, the Applicant may submit plans to the Code Compliance/Building Division for required permits.
- *Preconstruction Meeting.* Applicant may request a preconstruction meeting with their contractor and staff to discuss the project scope, procedures for payment, and any other requirements. Requests for this meeting can be made through Community Development staff.
- *Construction.* Contractor shall commence work according to the approved plans and permits.
- *Reimbursement.* Once construction is complete and a Certificate of Occupancy or Certificate of Completion is issued, the Applicant shall submit copies of documents to demonstrate all payments have been made for the improvements.
 - The Applicant must satisfy all City permit requirements prior to receiving any program reimbursement.
 - Documentation can include contractor invoices, cancelled checks, bill statements, or any other approved paperwork to certify payment.
 - Staff will conduct a final inspection of the project to ensure compliance with the approved project plans prior to issuance of any program reimbursement.
 - For property owners who make eligible improvements to attract a new business to the district, up to fifty percent (50%) of the approved grant amount may be reimbursed upon issuance of a Certificate of Occupancy or Certificate of Completion. The remaining grant funds shall be disbursed once the business has submitted their business plan, obtained all required City and County Business Tax Receipts and a fully executed lease agreement is in place.



For a Downtown Melbourne CRA Building Improvement Program Application please contact:

City of Melbourne, Community Development Department
 3rd Floor, Room 316
 900 East Strawbridge Avenue
 Melbourne, FL 32901
 321-608-7500
community.development@mlbfl.org



Melbourne City Council
August 11, 2026
City Manager's Item Report

Department:	Police Department
Presenter:	David Gillespie
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.17.

Subject:

Law Enforcement Trust Fund appropriation for drug and crime prevention expenses.

Background/Consideration:

The Law Enforcement Trust Fund (LETF) may be used to support drug treatment, drug abuse education and prevention, crime prevention, safe neighborhood or school resource officer programs. Law enforcement agencies have the discretion to determine which program or programs will receive the designated proceeds.

The 2026 National Night Out will take place on Tuesday, October 6, 2026, from 5 p.m. to 8 p.m. The Melbourne Police Department posted a notice on the City's website seeking letters of interest from community organizations requesting LETF donations to support this year's National Night Out initiatives. The Department received two eligible requests from the Powell Subdivision Neighborhood Watch and St. John Missionary Baptist Church. A review of the requests was conducted, and the organizations have been deemed to serve a public purpose and comply with Florida Statute 932.7055 (f)(c)(3). The Chief of Police is proposing to disburse \$3,500 to the Powell Subdivision Neighborhood Watch, which has projected 400 participants, and \$3,000 to St. John Missionary Baptist Church, who has projected 200 participants, totaling \$6,500.

Fiscal/Budget Impact:

A budget resolution is required to appropriate funding from the Law Enforcement Trust Fund. A total of \$6,500 will be appropriated to Police Support - LETF Grants-in-Aid Private (44000521-582380).

Requested Action:

- a. Approval of Resolution No. 4429.
- b. Approval of Grant Funding Agreements with Powell Subdivision Neighborhood Watch and St. John Missionary Baptist Church to host National Night Out events.

RESOLUTION NO. 4429

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION NO. 4375; IMPLEMENTING BUDGET ADJUSTMENT RECOMMENDATIONS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, on September 24, 2025, the City of Melbourne adopted Resolution No. 4375 providing for adoption of the City's 2025-2026 budget; and

WHEREAS, a budget adjustment is necessary to provide for supplemental appropriations in the amounts identified in the attached Attachment A.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the budget for the fiscal year commencing October 1, 2025 is hereby amended by the amounts identified in Attachment A.

SECTION 2. That this resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 3. That this resolution was duly adopted at a regular meeting of the City Council on the day of , 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Attachment A

ATTACHMENT "A"

001 - GENERAL FUND

440 - Police Department - Support Services

<u>Revenue</u>			INCREASE/ DECREASE	REVISED BUDGET
Org	Object	Description		
4403810	381003	Inter in (160) LETF	6,500	6,500
Total Change in Revenue			6,500	

<u>Expenditure</u>			INCREASE/ DECREASE	REVISED BUDGET
Org	Object	Description		
44000521	582380	LETF Grant In Aid - Private	6,500	6,500
Total Change in Expenditures			6,500	
Total General Fund			6,500	

Grant Funding Agreement

[Restricted as Law Enforcement Trust Funds]

THIS GRANT FUNDING AGREEMENT (the "Agreement"), is entered into this ____ day of _____, by and between the CITY OF MELBOURNE, a Florida municipal corporation (the "CITY"), whose principal address is 900 East Strawbridge Avenue, Melbourne, Florida 32901; and Powell Subdivision Neighborhood Watch., a Florida Not For Profit Corporation (the "RECIPIENT"), whose principal address is 2245 Northview Street NE, Palm Bay, FL 32905.

WHEREAS, pursuant to S 932.7055, Florida Statutes, the City Council established a special Law Enforcement Trust Fund (the "LET F") for the remaining proceeds of civil forfeiture actions; and

WHEREAS, pursuant to S 932.7055 (5) (a), Florida Statutes, the proceeds and interest earned in the LETF are restricted to be used for school resource officers, crime prevention, safe neighborhood, drug abuse education, and prevention programs or for other law enforcement purposes and may not be used to meet normal operating expenses of the police department; and

WHEREAS, pursuant to S 932.7055 (5) (b), Florida Statutes, these funds may be expended upon request by the chief of police to the CITY, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the police department by the City Council; and

WHEREAS, pursuant to S 932.7055 (5) (c), Florida Statutes, an organization that wishes to receive such funds shall apply to the chief of police for an appropriation and its application shall be accompanied by a written certification that the moneys will be used for an authorized purpose; and

WHEREAS, the CITY acknowledges that the donation of municipal funds requires that such funds be expended to fulfill a public purpose, complies with the provisions of S 932.7055, Florida Statutes, and requires periodic auditing to ensure that such funds will be used only for a municipal purpose and in accordance with LETF restrictions; and

WHEREAS, the CITY acknowledges that the purpose of the City of Melbourne Police Department National Night Out held on October 6, 2026 is to promote programs towards drug abuse education, drug treatment, drug prevention, crime prevention, or safe neighborhood which meets the statute; and

WHEREAS, the CITY has determined that funding activities for events like the City of Melbourne Police Department National Night Out are in support of crime prevention, safe neighborhood programs, drug abuse education and prevention programs benefiting Melbourne citizens constitutes a valid municipal purpose, and complies with S 932.7055, Florida Statutes; and

WHEREAS, the RECIPIENT will provide services and/or perform activities that is eligible for LET F grant funding, as further described below, wishes to apply for the LETF monies for the City of Melbourne Police Department National Night Out and agrees to comply with S 932.7055, Florida Statutes and the stated purpose of the National Night Out; and

WHEREAS, the RECIPIENT agrees that any monies received pursuant to S 932.7055 (5) (c), Florida Statutes, shall provide an accounting for such monies, shall furnish the same report as the CITY that receives public funds and may be expend the monies in accordance with the procedures outlined in S 932.7055 (5) (c) (1)-(3), Florida Statutes; and

WHEREAS, the RECIPIENT represents that no employee or public official of the CITY is a member of the RECIPIENT's organization.

NOW, THEREFORE, in consideration of the mutual covenants, the parties agree as follows:

1 Grant of Funds. Subject to the terms and conditions set forth herein and the RECIPIENT'S compliance with all of its obligations hereunder, the CITY hereby agrees to make available to the RECIPIENT grant funds in the amount of \$3,500.00 (the "Funds"), to be used solely for the purpose and disbursed in the manner hereinafter provided.

The CITY shall disburse the Funds on a lump-sum basis to the RECIPIENT within forty-five (45) days of the effective date of this Agreement. The RECIPIENT shall utilize the Funds no later than forty-five (45) days after disbursement of the Funds by the CITY, unless extended in writing by the CITY's Police Chief (the "Utilization Deadline"). The Police Chief may extend the Utilization Deadline up to an additional 180 days.

The RECIPIENT agrees to use the Funds to provide services and/or perform activities for the benefit of Melbourne citizens that are described as follows:

National Night Out is an annual community building campaign that promotes police-community partnerships and neighborhood camaraderie. This event brings families, children, and law enforcement together and fulfills the crime prevention, safe neighborhood, drug abuse education and prevention programs prerequisites of S 932.7055, Florida Statute pertaining to LETF grant funding.

This event will be held on October 6, 2026 (5pm-8pm) and will join Powell Subdivision Neighborhood Watch Program, Inc., Gramling Park Neighborhood Watch, Booker Heights Homeowner Associate, Briarwood Community Association, Eddie Lee Taylor, Sr. Community Complex Association and the City of Melbourne.

LETF monies will be spent on services and activities in order to encourage engagement between law enforcement and children and families within the community and expose them to some of the special units within the police department in order to enhance and provide a drug-free atmosphere, while providing a safe community activity with the intent of reducing juvenile crime and drug activity. Thus, LETF monies will be spent on services and activities that include providing food, popcorn, t-shirts, photographer, disc jockey playing music and entertainment, children's games and prizes, door prizes and advertisement for the event.

(the "Activities"). All Activities are subject to the approval of the Police Chief, must be eligible for LET F use, and may not be used for the purposes of profit. All eligible Activities shall occur no earlier than the effective date of this Agreement. The Funds may only be spent by RECIPIENT for the Activities and subject to these terms of this Agreement. ANY FUNDS DETERMINED BY THE CITY TO HAVE BEEN SPENT IN VIOLATION OF THIS AGREEMENT OR OTHERWISE NOT TIMELY SPENT AS PROVIDED FOR IN THIS AGREEMENT SHALL BE IMMEDIATELY RETURNED TO THE CITY BY THE RECIPIENT.

2. Reporting. The RECIPIENT shall provide the CITY with a report evidencing how the Funds were spent, including (a) identifying services performed in relation to Activities; (b) providing receipts of expenses incurred in relation to Activities performed; and (c) identifying the number of persons participating in and served by the Activities performed. The report shall be due from the RECIPIENT to the CITY within ninety (90) days after Utilization Deadline. Failure to provide a report evidencing that the Funds were spent in accordance with this Agreement shall be deemed a breach of this Agreement, requiring the RECIPIENT to reimburse the CITY immediately for the Funds disbursed.

3. Retention and audit

a. The RECIPIENT agrees to maintain adequate supporting documentation to account for the expenditure of Funds under this Agreement, including financial accounts, client demographic records, description of Activities (including locations, dates and times), other related documents and records for the Program.

b. Financial records of the RECIPIENT shall be prepared and maintained in accordance with generally accepted accounting practices for Not-for-Profit Corporations.

c. The CITY reserves the right to audit the records of RECIPIENT for the Activities provided pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after disbursement of the Funds.

d. If required by CITY, RECIPIENT agrees to submit to an audit by an accountant selected by CITY. RECIPIENT shall allow CITY to inspect, examine and review the

records of RECIPIENT in relation to this Agreement. Records relating to the performance of this Agreement shall be made available to CITY for audit upon reasonable notice.

e. The Funds may only be spent by the RECIPIENT for the purpose(s) described in the Agreement. The RECIPIENT shall provide the Report and any other documentation requested by the CITY to demonstrate that the CITY's satisfaction, as determined by the Finance Director, that the Funds were spent for the purposes(s) described in this Agreement.

f. Any Funds finally determined as misspent or not spent as provided in this Agreement shall be immediately returned to the CITY.

4. Remedies for Non-compliance. If the RECIPIENT fails to comply with this Agreement, then the CITY shall have the right to take one or more of the following actions:

a. Recover payments made to the RECIPIENT, including both spent and unspent payments;

b. Deem the RECIPIENT ineligible to receive future LETF grants from the CITY for a period of up to five (5) years; and

c. Take any and all other remedies as may be legally permitted.

In the event of breach of this Agreement by the CITY, RECIPIENT's sole remedy shall be limited to distribution of the Funds in accordance with this Agreement, subject to the terms and conditions of this Agreement. IN NO EVENT SHALL THE CITY BE LIABLE TO THE RECIPIENT FOR CONSEQUENTIAL, INCIDENTAL, OR OTHER DIRECT OR INDIRECT DAMAGES.

5. Liability. In performing the Activities, RECIPIENT is an independent contractor and its agents shall not act as nor be considered as agents or employees of the City. RECIPIENT agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents.

6. Insurance. RECIPIENT shall maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Activities in accordance with generally accepted industry standards.

7. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by U.S. mail to the parties at the addresses set forth above.

8. Compliance with Applicable Law. The RECIPIENT agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable federal, state, and local laws and regulations. RECIPIENT shall obtain

independent legal advice as needed to ensure its compliance with such applicable laws and regulations.

9. **Nondiscrimination.** The RECIPIENT agrees that it will not unlawfully discriminate against anyone on the basis of age, race, sex, national origin, creed, religion, handicapped status, or any other protected class in the fulfillment of this Agreement.

10. **Public Entity Crime.** The RECIPIENT affirms that at no time has RECIPIENT, its board, or to the best of its knowledge, any of its affiliates, been convicted of a Public Entity Crime pursuant to 5287.133(2)(a), Florida Statutes, and the RECIPIENT recognizes that such a conviction during the term of this Agreement may result in the termination of this Agreement.

11. **Miscellaneous Provisions.**

a. **Merger, Modification, Waiver.** This Agreement contains the entire understanding between the CITY and RECIPIENT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

b. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate

or render unenforceable any other provision hereof.

c. **Third-party Beneficiaries.** No provision of this Agreement shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.

d. **Disputes.** In case of dispute arising under this Agreement between the parties, the decision of the City Manager of the City of Melbourne shall be final and binding on both parties.

e. **Applicable Law and Venue; Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the City of Melbourne, Florida. The venue of any legal action to enforce or interpret this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida, and the parties agree to submit to the jurisdiction of that Court. The parties waive trial by jury. In the event of any litigation between the parties under this Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.

f. **Time.** Time is of the essence in the performance of this Agreement.

LETF Grant

Amount: \$3,500

Activity: National Night Out

12. Effective Date. The effective date of this Agreement shall be the date of the last of the parties to sign.

IN WITNESS WHEREOF, the CITY and the RECIPIENT have hereunto set their hands and seals.

CITY:

CITY OF MELBOURNE, a Florida
municipal corporation

By:

Jenni Lamb
City Manager

Date:

Attest:

Kevin McKeown, City Clerk

By Powell Subdivision Neighborhood Watch

Name: PATRICIA PEARSON

Title: TREASURER

(Corporate Seal)

Date: _____

RECIPIENT:

Patricia Pearson
July 30, 2024

Grant Funding Agreement

[Restricted as Law Enforcement Trust Funds]

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WHEREAS, pursuant to S 932.7055, Florida Statutes, the City Council established a special Law Enforcement Trust Fund (the "LET F") for the remaining proceeds of civil forfeiture actions; and

WHEREAS, pursuant to S 932.7055 (5) (a), Florida Statutes, the proceeds and interest earned in the LETF are restricted to be used for school resource officers, crime prevention, safe neighborhood, drug abuse education, and prevention programs or for other law enforcement purposes and may not be used to meet normal operating expenses of the police department; and

WHEREAS, pursuant to S 932.7055 (5) (b), Florida Statutes, these funds may be expended upon request by the chief of police to the CITY, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the police department by the City Council; and

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LETF monies will be spent on services and activities in order to encourage engagement between law enforcement and children and families within the

community and expose them to some of the special units within the police department in order to enhance and provide a drug-free atmosphere, while providing a safe community activity with the intent of crime prevention and education. Thus, LETF monies will be spent on services and activities that include providing food, crime prevention literature and door prizes, and advertisement for the event.

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11. Miscellaneous Provisions.

a. Merger, Modification, Waiver. This Agreement contains the entire understanding between the CITY and RECIPIENT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

b. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate

or render unenforceable any other provision hereof.

c. Third-party Beneficiaries. No provision of this Agreement shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.

d. Disputes. In case of dispute arising under this Agreement between the parties, the decision of the City Manager of the City of Melbourne shall be final and binding on both parties.

e. Applicable Law and Venue; Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the City of Melbourne, Florida. The venue of any legal action to enforce or interpret this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida, and the parties agree to submit to the jurisdiction of that Court. The parties waive trial by jury. In the event of any litigation between the parties under this Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.

f. Time. Time is of the essence in the performance of this Agreement.

12. Effective Date. The effective date of this Agreement shall be the date of the last of the parties to sign.

IN WITNESS WHEREOF, the CITY and the RECIPIENT have hereunto set their hands and

LETF Grant
Amount: \$3,000
Activity: National Night Out

seals.

CITY:

CITY OF MELBOURNE, a Florida
municipal corporation

By:

Jenni Lamb
City Manager

Date:

Attest:

Kevin McKeown, City Clerk

By: St. John Missionary Baptist Church

Name: Herman Walker

Title: Pastor

(Corporate Seal)

Date: _____

RECIPIENT:


7/29/26